

July 12, 1996

Introduced By:

BRIAN DERDOWSKI

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Proposed No.:

**96-618**

ORDINANCE NO. **12411**

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AN ORDINANCE calling for a special election to be held in conjunction with the general election on November 5, 1996, to submit to the registered voters in the proposed Issaquah Library Capital Facility Area a proposition seeking approval of the establishment of said capital facility area and a proposition seeking approval of the issuance by said capital facility area of not more than \$8,100,000 of unlimited tax general obligation bonds, the principal of and interest on which shall be payable from annual property tax levies in excess of regular property tax levies, maturing within a maximum term of 20 years, to finance the acquisition and construction of new library capital facilities.

**PREAMBLE:**

On June 27, 1996 the Board of Trustees of the King County Rural Library District (the "District") considered and approved the submittal to the Metropolitan King County Council (the "County Council") of a request that two propositions, one establishing a library capital facility area and one providing for the issuance of general obligation bonds and imposition of an excess levy, be placed on the election ballot for the November 5, 1996 election to be held in conjunction with the general election,

The County Council has received a copy of Resolution No. 1996-6 of the District which includes this request,

On July 1, 1996, the City of Issaquah (the "City") considered and adopted a resolution approving the submittal to the County Council of a request that two propositions, one establishing a library capital facility area and one providing for the issuance of general obligation bonds and imposition of an excess levy, be placed on the election ballot for the November 5, 1996 election to be held in conjunction with the general election,

The King County Council has received a copy of Resolution No. 96-6 of the City which includes this approval,

The County Council has received a copy of the "Joint Request to Establish Library Capital Facility Area" including a legal description of the area's boundaries from the District and City dated July 1, 1996.

Title 27 RCW provides for the county legislative authority to submit such matters to the voters at the request of the District.

**BE IT ORDAINED BY THE COUNCIL OF METROPOLITAN KING COUNTY:**

**SECTION 1.** "Library capital facility" as used herein, shall mean the acquisition, construction and equipping of a new library in the City of Issaquah.

**SECTION 2.** Subject to the approval of the registered voters of the proposed Issaquah Library Capital Facility Area, the governing body of the Issaquah Library Capital Facility Area may incur indebtedness and issue no more than \$8,100,000 of unlimited tax

1 general obligation bonds (the "bonds") to provide all or part of the funds necessary to pay  
2 the capital costs of the library capital facility. The term "capital costs," as used in the  
3 foregoing sentence, shall be construed consistently with the term "capital purposes" in  
4 Article VII, Section 2(b) of the Washington Constitution and RCW 84.52.056, but, subject  
5 thereto, may include the costs of (1) property acquisition including leasing and acquiring  
6 purchase options; (2) engineering, design, demolition and other site preparation; (3)  
7 planning, financial, legal, relocation and other services lawfully incurred incident to  
8 accomplishing such acquisitions, preparation and/or development and the financing  
9 thereof, including the incidental costs and costs related to the sale and issuance of the  
10 bonds; (4) construction of the library capital facility; (5) furnishing and equipping the  
11 library capital facility, including the cost of the collection of books and other library  
12 materials.

13 **SECTION 3.** The bonds shall be issued as a single issue, as a part of a combined  
14 issue with other authorized bonds, or in more than one series. The bonds shall be fully  
15 registered, shall bear interest payable as permitted by law; shall mature within 20 years  
16 from their date or within a shorter period fixed by the governing body of the Issaquah  
17 Library Capital Facility Area; shall be paid by annual property tax levies sufficient in  
18 amount to pay both principal and interest when due, which annual property tax levies shall  
19 be made in excess of regular property tax levies without limitation as to rate or amount but  
20 only in amounts sufficient to pay both principal and interest when due; and shall be issued  
21 and sold in the manner, at the times and in the amounts as shall be required for the project.  
22 The exact date, form, terms, option of prior redemption, if any, price, interest rate or rates  
23 and maturities of the bonds shall be fixed hereafter by resolution of the governing body of  
24 the Issaquah Library Capital Facility Area. Pending the issuance of the bonds and receipt  
25 of their proceeds, the governing body may authorize the issuance of short-term obligations  
26 pursuant to Chapter 39.50 RCW, and the costs of those short-term obligations shall be  
27 included in the cost of the project for which the bonds are issued.

28 **SECTION 4.** The county council finds that an urgent need exists for the  
29 acquisition and construction of a new library capital facility in the City of Issaquah and

1 declares that an emergency exists requiring submission to the registered voters within the  
2 boundaries of the proposed Issaquah Library Capital Facility Area (City of Issaquah-see  
3 EXHIBIT D) of two propositions, one authorizing the establishment of the Issaquah  
4 Library Capital Facility Area and one authorizing the issuance of the bonds for the  
5 purposes described in Section 2 of this ordinance, at a special election to be held in  
6 conjunction with the general election to be held on November 5, 1996.

7 The King County manager of records and elections as ex officio supervisor of  
8 elections is hereby is requested to assume jurisdiction of and to call and conduct a special  
9 election and to submit to the registered voters within the boundaries of the proposed  
10 Issaquah Library Capital Facility Area each of the propositions set forth below. The clerk  
11 of the council is hereby authorized and directed to certify said propositions to the King  
12 County manager of records and elections in substantially the following form, with such  
13 additions, deletions or modifications as may be required by the King County prosecutor:

14 Proposition 1

15 "Shall the Issaquah Library Capital Facility Area be established?

16 YES.....[ ]

17 NO.....[ ]".

18 Proposition 2

19 "To acquire, construct and equip a new library capital facility, shall the Issaquah Library  
20 Capital Facility Area, King County, Washington incur indebtedness and issue not more  
21 than \$8,100,000 of unlimited tax general obligation bonds maturing within 20 years on  
22 which principal and interest shall be payable from annual property tax levies in excess of  
23 regular property tax levies, all as provided in Metropolitan King County Ordinance

24 \_\_\_\_\_?

25 BONDS-YES..... [ ]

26 BONDS-NO..... [ ]".

1 Certification of such propositions by the clerk of the council to the King County  
2 manager of records and elections, in accordance with law prior to the date of such election  
3 on November 5, 1996, and any other act consistent with the authority of and prior to the  
4 effective date of this ordinance, are hereby ratified and confirmed.

5 **SECTION 5.** Notice of the election shall be published as required by law.

6 **SECTION 6.** If any one or more of the provisions of this ordinance shall be  
7 declared unconstitutional or invalid for any reason, such decision shall not affect the  
8 validity of the remaining provisions of this ordinance, the bonds, or any short-term  
9 obligations issued in anticipation thereof, and this ordinance, the bonds, and any short-term  
10 obligations issued in anticipation thereof shall be construed and enforced as if such  
11 unconstitutional or invalid provision had not been contained herein.

12 INTRODUCED AND READ for the first time this 22nd day of  
13 July, 1996

14 PASSED by a vote of 11 to 0 this 29th day of July,  
15 1996.

16 KING COUNTY COUNCIL  
17 KING COUNTY, WASHINGTON

18 Jane Hague  
19 Chair

20 ATTEST:

21 Elva Francis  
22 Deputy Clerk of the Council

23 APPROVED this 7th day of August, 1996

24 Jay Locke  
25 King County Executive

- 26 Attachments: A. King County Rural District Board of Trustees Resolution No. 1996-6  
27 B. Joint Request to Establish Library Capital Facility.  
28 C. Memorandum of Understanding  
29 D. Legal Boundaries of Library Capital Facility Area  
30 E. City of Issaquah Council Resolution No. 96-6

**KING COUNTY RURAL LIBRARY DISTRICT  
BOARD OF TRUSTEES**

**RESOLUTION NO. 1996-6**

**A RESOLUTION OF THE KING COUNTY RURAL LIBRARY DISTRICT  
REQUESTING THE ESTABLISHMENT OF THE ISSAQUAH LIBRARY  
CAPITAL FACILITY AREA TO FINANCE ADDITIONAL LIBRARY  
FACILITIES AND EXPAND LIBRARY SERVICE.**

**WHEREAS, library service to the residents of the City of Issaquah (the "City") is provided through a facility (the "Issaquah Library") owned and operated by the King County Rural Library District (the "District"); and**

**WHEREAS, the City and areas surrounding the City have experienced a rapid growth in the number of residents; and**

**WHEREAS, the growing population has resulted in increased usage of the Issaquah Library; and**

**WHEREAS, the Issaquah Library cannot accommodate the larger collection needs of the growing population and cannot accommodate the highly-automated information services required by technological advancements; and**

**WHEREAS, chapter 27.15 RCW permits, upon the request of the City and the District and the approval of the voters, the creation of a library capital facility area to construct and finance library capital facilities; and**

**WHEREAS, the cost of providing additional facilities for the needed library service can most fairly be paid by those residents of the area served by and through the establishment of a library capital facility area; and**

**WHEREAS, the District and the City expect that the District and the City shall be responsible for designing, administering the construction of, and operating and maintaining the library capital facilities financed by the approved ballot propositions as set forth in the Memorandum of Understanding between the District and the City, and that the Issaquah Library Capital Facility Area governing board will enter into an appropriate interlocal agreement with the City and the District agreeing to such arrangements:**

**NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE BOARD OF TRUSTEES OF THE KING COUNTY RURAL LIBRARY DISTRICT:**

1. Approval of Creation of Library Capital Facility Area. The District finds that a new library facility in the City is essential to the public welfare and the residents of the City and King County residents in the areas surrounding the City. The District hereby approves of creation of a library capital facility area to be known as "the Issaquah Library Capital Facility Area".

2. Request to the King County Council. The District requests that the King County Council, pursuant to chapter 27.15 RCW, provide for establishing the Issaquah Library Capital Facility Area and submit to the voters of the said area two ballot propositions at the next general election:

Proposition 1: That the voters approve the creation of the Issaquah Library Capital Facility Area according to this resolution.

Proposition 2: That the voters approve the issuance of general obligation bonds in the amount of \$8,100,000 and impose an excess levy to retire the bonds in the amount of \$8,100,000 to finance the acquisition and construction of capital facilities, all subject to RCW 27.15.050.

3. Approval of Joint Request. The District approves the Joint Request for Establishment of Issaquah Library Capital Facility Area ("Joint Request"), attached hereto as Exhibit A.

4. Election Costs. The District shall share equally with the City in paying the costs of submitting the two ballot propositions to the voters.

5. Memorandum of Understanding. The District hereby approves the Memorandum of Understanding, between the City and the District (the "Memorandum of Understanding") in the form attached hereto as Exhibit B. The President of the Board of Trustees is authorized to approve any revisions made to the Memorandum of Understanding that she determines are in the best interests of the District and to execute the Memorandum of Understanding on behalf of the District.

7. Condition of Request. This request is conditioned upon the receipt of a similar resolution from the City requesting creation of the Issaquah Library Capital Facility Area.

8. Authorization to Submit Resolution to King County Council. The President and Secretary of the Board of Trustees of the District are authorized and directed to certify a copy of this resolution and submit it to the King County Council with the Joint Request.

DATED this 27<sup>th</sup> day of June, 1996.

KING COUNTY RURAL LIBRARY  
DISTRICT

James Grayson  
President

William Galt  
Secretary

Karen J. Glover  
Trustee

[Signature]  
Trustee

[Signature]  
Trustee

Exhibit A**JOINT REQUEST FOR ESTABLISHMENT OF  
ISSAQUAH LIBRARY CAPITAL FACILITY AREA****Joint Request of the City of Issaquah and  
the King County Rural Library District**

WHEREAS, library service to the residents of the City of Issaquah (the "City") is provided through a facility (the "Issaquah Library") owned and operated by the King County Rural Library District (the "District"); and

WHEREAS, the City and areas surrounding the City have experienced a rapid growth in the number of its residents; and

WHEREAS, the growing population has resulted in increased usage of the Issaquah Library; and

WHEREAS, the Issaquah Library cannot accommodate the larger collection needs of the growing population and cannot accommodate the highly-automated information services required by technological advancements; and

WHEREAS, the City Council of the City and the Board of Trustees of the District have determined that a new library facility is essential to the public welfare and the residents of the City and King County residents in the areas surrounding the City; and

WHEREAS, chapter 27.15 RCW permits, upon the request of the City and the District and the approval of the voters, the creation of a library capital facility area to construct and finance library capital facilities; and

WHEREAS, the cost of providing additional facilities for the needed library service can most fairly be paid by those residents of the area served by and through the establishment of a library capital facility area; and

WHEREAS, the City and the District have each, by resolutions attached hereto as Exhibit A and B, approved the establishment of the Issaquah Library Capital Facility Area and the submittal of this joint request; and



WHEREAS, the District and the City expect that the District and the City shall be responsible for designing, administering the construction of, and operating and maintaining the library capital facilities financed by the approved ballot propositions as set forth in the Memorandum of Understanding, between the District and the City, and that the Issaquah Library Capital Facility Area governing board will enter into an appropriate interlocal agreement with the City and the District agreeing to such arrangements;

NOW THEREFORE, the City of Issaquah and the King County Rural Library District request as follows:

1. Joint Request. The City and the District jointly request that the King County Council, pursuant to chapter 27.15 RCW, provide for establishing a library capital facility area to be know as "the Issaquah Library Capital Facility Area" and submit to the voters of the said area two ballot propositions at the next general election:

Proposition 1: That the voters approve the creation of the Issaquah Library Capital Facility Area according to this resolution.

Proposition 2: That the voters approve the issuance of general obligation bonds in the amount of \$8,100,000 and impose an excess levy to retire the bonds in the amount of \$8,100,000 to finance the acquisition and construction of capital facilities, all subject to RCW 27.15.050.

2. Boundaries of the Issaquah Library Capital Facility Area. The boundaries of the Issaquah Library Capital Facility Area shall be as described in Exhibit C attached to this joint request and incorporated herein by this reference.

3. Costs. The District and the City shall share equally in the costs of submitting the two ballot propositions to the voters of the proposed area.

APPROVED this 1st day of July, 1996.

CITY OF ISSAQUAH

KING COUNTY RURAL LIBRARY DISTRICT

By: [Signature]

[Signature]  
President

ATTEST:

[Signature]

[Signature]  
Secretary

APPROVED AS TO FORM:

[Signature]  
Trustee

[Signature]  
City Attorney

[Signature]  
Trustee

[Signature]  
Trustee

MEMORANDUM OF UNDERSTANDING

This Agreement is entered into as of the *1st* day of *July*, 1996, by and between the CITY OF ISSAQUAH (the "City") and the KING COUNTY RURAL LIBRARY DISTRICT, doing business as the King County Library System (the "System") (collectively, the "Parties" and each a "Party").

RECITALS

WHEREAS, the Issaquah Library, owned and operated by the System, serves residents of the City; and

WHEREAS, the City and areas surrounding the City have experienced a rapid growth in the number of residents; and

WHEREAS, the growing population has resulted in increased usage of the Issaquah Library; and

WHEREAS, the Issaquah Library cannot accommodate the larger collection needs of the growing population and cannot accommodate the highly-automated information services required by technological advancements; and

WHEREAS, the City Council of the City and the Board of Trustees of the System have determined that a new library facility is essential to the public welfare and the residents of the City and King County residents in areas surrounding the City; and

WHEREAS, chapter 27.15 RCW permits, upon the request of the City and the System and the approval of the voters, the creation of a library capital facility area to construct and finance library capital facilities; and

WHEREAS, the Parties have determined that the fairest apportionment of the cost of financing a new library facility will be achieved by means of establishing a library capital facility area pursuant to chapter 27.15 RCW;

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. **Joint Request.** The Parties jointly agree to request that the King County Council establish the Issaquah Library Capital Facility Area pursuant to chapter 27.15 RCW, all as provided in the Joint Request for Establishment of Issaquah Library Capital Facility Area ("Joint Request"), attached hereto as Exhibit A.
2. **Title to Facility.** Legal title to the capital facilities, including furnishings, library collections and equipment acquired pursuant to the approved bond proposition, shall be held by the System.
3. **Construction.** The System shall be responsible for administering the finances, the construction of the library facilities, and selection and acquisition of the furnishings, library collections and equipment.
4. **Operation.** The System will operate the library and provide full and complete library service to the residents within the proposed Issaquah Library Capital Facility Area.
5. **Length of Agreement.** This Agreement shall remain in effect (a) until the Parties enter into an interlocal agreement with the Issaquah Library Capital Facility Area which provides for the arrangements covered herein; or (b) if the Parties do not enter into an interlocal agreement, until the Issaquah Library Capital Facility Area is dissolved according to law after all obligations under any general obligation bonds issued by the Issaquah Library Capital Facility Area have been discharged and any other contractual obligations of such area have been discharged or assumed by another governmental entity.
6. **Costs.** The parties agree to share equally in the costs of submitting the two ballot propositions to the voters.
7. **Expectations of the Parties** If the voters approve the ballot propositions and the Issaquah Capital Facility Area is established, the District and the City expect that the District and the City will be responsible for designing, acquiring a site for, administering the construction of, and operating and maintaining the library capital facilities financed by the approved ballot propositions as set forth herein and that the Issaquah Capital Facility Area governing board will enter into an appropriate interlocal agreement with the City and the District agreeing to such arrangements.

8. Failure of Ballot Propositions. In the event Ballot Proposition No. 2 is not approved, and is resubmitted and not approved, this Agreement shall be canceled and the System shall continue to operate the Issaquah Library.

9. Miscellaneous Provisions.

a. This Agreement may be amended only upon consent of the Parties thereto. Any amendment hereto shall be in writing.

b. The waiver by any Party of any breach of any term, covenant, or condition of this Agreement shall not be deemed a waiver of such term, covenant, or condition or any subsequent breach of the same of any other term, covenant, or condition of this Agreement.

c. Any Party hereto shall have the right to enjoin any substantial breach or threatened breach of this Agreement by any other Party, and shall have the right to recover damages and to specific performance of any portion of this Agreement.

d. This Agreement is solely for the benefit of the Parties hereto and no third party shall be entitled to claim or enforce any rights hereunder except as specifically provided herein.

e. The records and documents with respect to all matters covered by this Agreement shall be subject to audit by the Parties during the term of this Agreement and three (3) years after termination or such other longer period as may be required by applicable law.

f. If any provision of this Agreement or application thereof to any Party or circumstance, is held invalid by a court of competent jurisdiction, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are declared to be severable.


g. This Agreement shall be effective whether signed by the Parties, and whether on the same document or in counterparts.


h. All notices or other communications shall be deemed sufficient hereunder if made in writing and delivered by telefacsimile or by first-class mail, postage prepaid, to each Party at its respective address set forth below, or such other address as such Party may hereafter designate to the others in writing.

IN WITNESS WHEREOF, this Agreement has been executed by each Party as set forth below:


CITY OF ISSAQUAH  
P.O. Box 1207  
Issaquah, Washington 98027-1307

APPROVED AS TO FORM:

By   
Its Mayor

By   
City Attorney

KING COUNTY RURAL LIBRARY DISTRICT  
300 Eighth Avenue North  
Seattle, Washington 98109

By   
Its James

Boundaries of Library Capital Facility Area

Beginning at the intersection of the SE shoreline of Lake Sammamish and the N line of Section 20, Township 24, Range 6 E W.M.;  
thence Easterly on the N line and extension of Sections 20 and 21, Township 24, Range 6 E W.M., SE 48th Street, to an intersection with Issaquah Fall City Road;  
thence Northeasterly along Issaquah Fall City Road to an intersection with the W line of Range 7 E W.M.;  
thence S along the W line of Range 7 E W.M. to the S line of Sections 18, 17 and 16, Township 24, Range 7 E W.M.;  
thence E along the S line of Sections 18, 17 and 16, Township 24, Range 7 E W.M. to the N-S centerline of Section 21, Township 24, Range 7 E W.M.;  
thence S along the N-S centerline of Section 21, Township 24, Range 7 E W.M. to the E-W centerline of Section 21, Township 24, Range 7 E W.M.;  
thence E along the E-W centerline of Section 21, Township 24, Range 7 E W.M. to the mid-channel of the Raging River;  
thence in a Southerly direction along the mid-channel of the Raging River to Interstate-90;  
thence Southeasterly along Interstate-90 to the W line of Range 8 E W.M.;  
thence S along the W line of Range 8 E W.M. to SE 208th Street;  
thence W along SE 208 Street to an intersection with 260th Ave. SE;  
thence N along 260th Ave. SE to an intersection with State Route 18.  
thence NE along State Route 18 to an intersection with SE 192nd Street;  
thence W along SE 192nd Street to an intersection with 260 Ave. SE;  
thence N along 260th Ave. SE to an intersection with SE 176th Street, N boundary of Sections 34 and 35, Township 23, Range 5 E W.M.;  
thence W along SE 176th Street, N boundary of Sections 34 and 35, Township 23, Range 5 E W.M. to the E boundary of Section 33, Township 23, Range 6 E W.M.;  
thence S along the E boundary of Section 33, Township 23, Range 6 E W.M. to SE 184th Street;  
thence W along SE 184th Street to an intersection with 212th Ave. SE;  
thence N along 212st Ave. SE to an intersection with SE May Valley Road;  
thence in a North Westerly direction along SF May Valley Road to an intersection with 164th Ave. SE;  
thence S along 164th Ave. SE to an intersection with SE Renton Issaquah Road;  
thence in a North Westerly direction along SE Renton Issaquah Road to an intersection with 148th Ave. SE;  
thence N along 148th Avenue SE to an intersection with May Valley Rd, S line of Sections 35 and 36, Township 24, Range 5 E W.M. and Section 31, Township 24, Range 6 E W.M.;  
thence E along May Valley Road, S line of Sections 35 and 36, Township 24, Range 5 E W.M. and Section 31, Township 24, Range 6 E W.M. to the N-S centerline of the W 1/2 of Section 35, Township 24, Range 5 E W.M.;  
thence N along the N-S centerline of the w 1/2 of Section 35, Township 24, Range 5 E W.M. to the E-W centerline of Section 35, Township 24, Range 5 E W.M.;

thence W along the E-W centerline of Section 35, Township 24, Range 5 E W.M. to the W line of Section 35, Township 24, Range 5 E W.M.;

thence N along the W line of Section 35, Township 24, Range 5 E W.M. to the E-W centerline of the N 1/2 of Section 35, Township 24, Range 5 E W.M.;

thence E along the E-W centerline of the N 1/2 of Section 35, Township 24, Range 5 E W.M. to the N-S centerline of Sections 26 and 35, Township 24, Range 5 E W.M.;

thence N along the N-S centerline of Section 26 and 35, Township 24, Range 5 E W.M. to Newcastle Coal Creek Road;

thence North Westerly along Newcastle Coal Creek Road to the E line of Section 27, Township 24, Range 5 E W.M.;

thence N along the E line of Section 27, Township 24, Range 5 E W.M. to the E-W centerline of the N 1/2 of Section 27, Township 24, Range 5 E W.M.;

thence W along the E-W centerline of the N 1/2 of Section 27, Township 24, Range 5 E W.M. to the N-S centerline of Section 27, Township 24, Range 5 E W.M.;

thence N along the N-S centerline of Section 27, Township 24, Range 5 E W.M. to the N line of Section 27, Township 24, Range 5 E W.M., City of Bellevue corporate boundary;

thence generally Easterly, Southeasterly and Northerly along City of Bellevue corporate boundary to its intersection with Interstate 90;

thence Southeasterly along Interstate 90 to the E line of Section 13, Township 24, Range 5 E W.M.;

thence N along the E line of Section 13, Township 24, Range 5 E W.M. to its intersection with the SE shoreline of Lake Sammamish;

thence generally Easterly following the Lake Sammamish SE shoreline to the point of beginning.



RESOLUTION NO. 96-6

A RESOLUTION OF THE CITY OF ISSAQUAH, WASHINGTON, ADOPTING THE JOINT REQUEST OF THE CITY AND KING COUNTY RURAL LIBRARY DISTRICT TO ESTABLISH A LIBRARY CAPITAL FACILITY AREA.

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WHEREAS, the City Council of the City of Issaquah (the "City Council") and the Board of Trustees of King County Rural Library District (the "Board") have determined that expansion and relocation of the City's library facility is essential to the public welfare and the residents of the City and the surrounding service area; and

WHEREAS, the City Council and the Board have determined that the fairest apportionment of the cost of constructing and financing a new library facility will be achieved by means of establishing a library capital facility area pursuant to chapter 27.15 RCW; NOW, THEREFORE,

THE CITY COUNCIL OF THE CITY OF ISSAQUAH, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. Joint Request to King County Council. The City and the District jointly agree to request that the King County Council, pursuant to chapter 27.15 RCW, provide for establishing a library capital facilities area to be known as "the Issaquah Library Capital Facilities Area" and submit to the voters of the said area two ballot propositions at the general election to be held on November 5, 1996, as follows:

Proposition 1: That the voters approve the creation of the Issaquah Library Capital Facility Area.

Proposition 2: That the voters approve the issuance of general obligation bonds in the amount of \$8,100,000 and impose an excess levy to retire the bonds in the amount of \$8,100,000 to finance the acquisition and construction of capital facilities, all subject to RCW 27.15.050.

Section 2. Approval of Joint Request to Establish Library Capital Facility Area. The City Council hereby approves the creation of the proposed Issaquah Library Capital Facility Area. The City Council hereby further approves the Joint Request to Establish Library Capital Facility Area attached hereto as Exhibit A and authorizes the Mayor to execute the Joint Request.

Section 3. Memorandum of Understanding. The City Council hereby approves the Memorandum of Understanding, between the District and the City (the "Memorandum of Understanding") in the form attached hereto as Exhibit B and authorizes the Mayor to execute the Memorandum of Understanding.

PASSED by the City Council this 1st day of July, 1996.

APPROVED:

HARRIS E. ATKINS

HARRIS E. ATKINS, COUNCIL PRESIDENT

APPROVED by the Mayor this 1st day of July, 1996.

Rowan Hinds

ROWAN HINDS, MAYOR

FILED this 1st day of July, 1996.

ATTEST:

for Cam Keith, Deputy City Clerk

LINDA RUEHLE, CITY CLERK