

Mason County Auditor  
PO Box 400  
Shelton WA 98584

**Bond and Levy Reporting Form/New District/Annexation**

Name of Jurisdiction Presenting Proposition: City of Shelton

Election Date: February 3, 2009

Today's Date: February 18, 2009

**Part I Minimum Voter Turnout Requirements**

- A. For excess levies:  
 Total votes cast at last November General Election  
 Minimum votes required to Validate
- B. For bond issues voted upon during the year immediately following a State General Election (odd or even numbered year):  
 Total votes cast at last November General Election  
 Minimum votes required to Validate

**Part II Canvass of Election**

Proposition Number	Dollar Amount	Type of Election*	Votes For	Votes Against	Passed	Failed
1		Annexation	1763	233	X	

\*Type of Election Codes: BO = Bond CP = Capital Project  
M&O = Maintenance & Operation TVF = Transportation Vehicle Fund

**Part III Lead/Joint Counties**

- A. Is this Jurisdiction comprised of multiple counties?  
 Yes  
 No

\_\_\_\_\_ County Involved

- B. If yes, which county is the lead county?  
\_\_\_\_\_



"Building A Stronger Community  
TOGETHER"

December 2, 2008

Michael Crose  
Timberland Regional Library System  
415 Tumwater Blvd. SW  
Tumwater, WA 98501

Re: Contracts

Dear Michael,

Attached are two contracts related to library services in Shelton. One Contract provides for the continued use of the William Reed Library in Shelton after the City's proposed annexation into the Timberland Library District. The second contract provides for collection of fees associated with the existing contracts. A portion of the City's 2009 fees owed to Timberland, plus interest will be delayed into 2010, 2011 and 2012.

Our City Commission conditionally authorized the approval of these contracts at last night's City Commission meeting. It is the Commission's intent that the two contracts be presented to Timberland as a package. In other words, both must be approved in order for either to be valid.

Subject to the signed approval of these two contracts, it is the Commission's expressed intent to secure a place on the February 2, 2009 ballot for voters to consider annexation of the City into the Timberland district. To this end, I will place Ordinance 1737-1208 on the December 9, 2008 Commission agenda. After adoption we will deliver Ordinance 1737-1208 to Mason County to facilitate the election.

Sincerely,

A handwritten signature in cursive script, appearing to read "John Tarrant", is written over a horizontal line.

John Tarrant, Mayor

Attachments: Agreement for Library Quarters in Shelton  
Amendment to Agreement Regarding Library Services

cc: City Commission



**AGREEMENT FOR LIBRARY QUARTERS IN SHELTON**

This agreement entered into by the Timberland Regional Library Board of Trustees, hereinafter called the Board, and the City of Shelton, hereinafter called the City.

**WITNESSETH:**

The board agrees that in accordance with the provisions of Chapter 27.12, RCW, it does accept the annexation of the City of Shelton to the Timberland Regional Library district whereby the residents of said City will be entitled to the same library privileges as are provided for the other residents of said Timberland Regional Library district.

In consideration of the foregoing agreement on the part of said Board, the said City hereby agrees to provide and maintain suitable quarters for the library, and to provide and maintain satisfactory heat, light, water, janitor service, grounds maintenance and modifications necessitated by technological changes in library services, all without cost to the Timberland Regional Library.

This agreement shall become effective only after the voters of said City have approved the annexation proposal, taxes have been levied and taxes become payable to Timberland Regional Library, on or about January 1, 2010

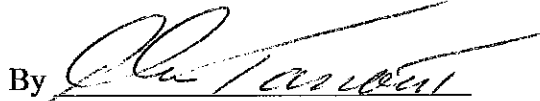
This agreement may be modified only by written agreement of the parties hereto. This agreement shall remain in force so long as the annexation remains in effect.

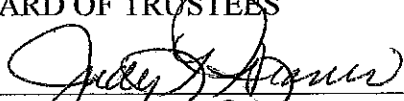
If any provision of this contract, or its application to any person or circumstance is held invalid, the remainder of the contract, or the application of the provision to other persons or circumstances is not affected.

IN WITNESS WHEREOF the said Board and the said City have duly executed this agreement by their respective officers.

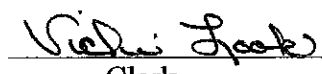
CITY OF SHELTON

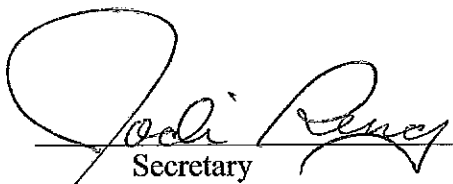
TIMBERLAND REGIONAL LIBRARY  
BOARD OF TRUSTEES

By   
Mayor

By   
President Pro Tem

ATTEST:

  
Clerk

  
Secretary

10/2/08  
Date

12/5/08  
Date

**AMENDMENT TO AGREEMENT REGARDING LIBRARY  
SERVICES**

Whereas, the Timberland Regional Library Board of Trustees (hereinafter "the Board"), has for the past 20 years provided library service to the Citizens of the City of Shelton ("the City") under the Agreement Regarding Library Services executed by the parties on December 23, 1988; and

Whereas, under that Agreement, the City's payment for such services is based upon the assessed value of property within the City; and

Whereas, recent changes in assessed value would result in a substantial increase in the City's 2009 payment over the payment required of the City for services in 2008, at a time when many of the City's citizens are experiencing financial hardship; and

Whereas, Timberland loaned the City \$300,000 to help construct the original facilities with the understanding that if after 20 years, the City made payments of \$10,000 per year, and kept the original library services agreement in force, the debt would be considered paid in full; and

Whereas, upon payment of the \$10,000 installment due in January 2009, the City will have fully satisfied the terms of this obligation to the Board;

NOW THEREFORE, the Board and the City hereby enter into the following Agreement modifying and amending the Terms of the Agreement Regarding Library Services, as follows:

**WITNESSETH:**

The City's payment under Section II of the Agreement Regarding Library Services in 2009 shall be the same as the City's payment in 2008; provided, that the City shall remain responsible to repay the difference between the amounts that would have been owed under the Agreement Regarding Library Services and the amount paid, which remainder amount shall be paid in equal annual installments commencing on 12/31/2010, payable over a term of 3 years, at an annual percentage rate of 3% accruing as of 1/1/2010. Upon calculation of each year's payment, and after partial satisfaction thereof by the City as set forth above, a new promissory note will be entered into reflecting the current principal of the debt.


This agreement may be modified only by written agreement of the parties hereto.

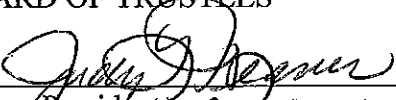
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IN WITNESS WHEREOF the said Board and the said City have duly executed this agreement by their respective officers.

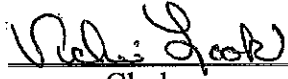
CITY OF SHELTON

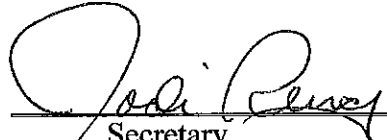
TIMBERLAND REGIONAL LIBRARY  
BOARD OF TRUSTEES

By   
Mayor

By   
President *Pro Tem*

ATTEST:

  
Clerk

  
Secretary

12/3/08  
Date

12/5/08  
Date