

PUBLIC WORKS, AND STORMWATER
INTERLOCAL AGREEMENT FOR ANNEXATION TRANSITION
VAN MALL NORTH

THIS IS AN INTERLOCAL AGREEMENT, entered into under the authority of the Interlocal Cooperation Act, Chapter 39.34 RCW, between the City of Vancouver, Washington, a municipal corporation (the "City"), Clark County, Washington, a political subdivision of the State of Washington (the "County") related to public works.

WHEREAS, pursuant to Chapter 39.34 RCW (Interlocal Cooperation Act), one or more public entities may contract with one another to perform government services which each is by law authorized to perform; and

WHEREAS, the City anticipates annexing an area referred to as the Vancouver Mall North Annexation Area; and

WHEREAS, the Annexation Area contains streets, roads, drainage structures, stormwater facilities, traffic signal systems, mitigation sites, and other public infrastructure built and maintained by the County but will be maintained by the City after the annexation as provided for in this Agreement; and

WHEREAS, the City and the County desire to document their agreement and understanding with respect to the management and ownership of such public infrastructure.

NOW, THEREFORE, THE CITY AND COUNTY AGREE:

SECTION 1. BACKGROUND. The City will annex the Vancouver Mall North Area as described in the attached Exhibit "A" effective August 1, 2017. On the effective date, subject to the terms of Section 5 of this Agreement, the City will assume the maintenance and operation of public roadways and related infrastructure within the annexation area that are currently maintained by the County unless otherwise specified herein.

SECTION 2: DURATION OF AGREEMENT. This Agreement will begin August 1, 2017 and remain effective for sixty (60) months from that date. The Agreement will renew automatically thereafter for sixty (60) month periods until it is terminated as provided herein. Both the City and County have the right to terminate this Agreement for any reason whatsoever, upon giving the other party a minimum of ninety(90) days written notice in advance of the date sought for termination. Any notice required or permitted to be given under this Agreement shall be deemed sufficient if given in writing and sent by registered or certified mail to the official mailing address of the Board of County Commissioners or the City Council.

SECTION 3. NPDES PERMIT. The city will assume responsibility for Spill Response, Business Inspections, Total Maximum Daily Load, Water Quality complaints, and Erosion complaints (not associated with current development permits) within the annexation area on the effective date. Erosion inspections tied to development will be determined by the provisions of the separate Community Development Interlocal Agreement related to the transfer of active and historical development projects.

SECTION 4. WETLAND MITIGATION SITES ASSOCIATED WITH TRANSPORTATION PROJECTS.

The County-owned site known as NE 88th Street Pond 3 and shown as Site 1 in Appendix A providing mitigation for impacts of public transportation improvements shall continue to be maintained, monitored, inspected and reported by the County for the duration of the mandated reporting time as set by the permitting authority (Department of Ecology, Army Corps of Engineers, Clark County, etc. Following successful completion of the permit requirements and mandated reporting time period, the NE 88th Street Pond 3 mitigation site will be transferred to the City. The sites providing mitigation for impacts of transportation improvements located within the annexation area with completed monitoring/reporting requirements shown as Sites 4,5,6,7, and 8 will transfer to the City of Vancouver on the effective date of annexation. The County will retain ownership and maintenance of mitigation associated with Sites 2 and 3. Wetland mitigation sites not otherwise specifically mentioned in this Section 4 shall be transferred to the City for no compensation with the city responsible for maintenance of those sites.

SECTION 5. PUBLIC/PRIVATE STORMWATER FACILITIES. The County will maintain, monitor, inspect, and report on public/private stormwater facilities for the time period between the effective date and December 31, 2017. Fees and funding for said work and schedule shall remain with the County. City will assume all maintenance, monitoring, inspection and reporting responsibility for such facilities on January 1, 2018.

SECTION 6. STORM UTILITY LOCATES. The City will commence storm utility locates on the effective date of the annexation.

SECTION 7. NPDES RECORDS. The City will work with the county to transfer needed records related to compliance with the City's NPDES permit.

SECTION 8. ROADWAY MAINTENANCE AND TRAFFIC CONTROL.

A. To avoid abrupt road maintenance starting/stopping points along jurisdictional boundaries without cross streets, the County will provide road maintenance activities of street sweeping, snow plowing, anti-icing and roadside mowing on the Padden Pkwy and NE 78th St, within the annexation area. The City will also perform these activities in these sections if in the area, as needed. With agreement from both parties, County and City may arrange work, services, and reimbursement under the current Grounds, Equipment and Maintenance (GEM) agreement.

B. FIBER OPTIC CABLES AND TRAFFIC SIGNALS

Clark County will have exclusive use of the green tube fibers 25-36 east, west, and north of the intersection of Andresen Road and Padden Parkway.

Clark County will continue to use the existing fiber optic connection south of the Andresen\ Padden Parkway intersection to the intersection of Andresen and Fourth Plain via orange tube fibers 23 and 24.

Clark County will retain ownership of the ITS communications cabinet at the intersection of Andresen and Padden Parkway, and shall manage the Fiber Distribution Unit (FDU) within the cabinet and maintain as built drawings.

Clark County will retain ownership and maintenance of the street lights (two luminaries) at the intersection of 88th Street and the Chelatchie Prairie Railroad at grade rail crossing.

SECTION 9. LOAN AND TIF AND PIF BALANCES

A. PUBLIC WORKS TRUST FUND LOAN PW-02-691-013

Effective August 1, 2017, the City of Vancouver shall assume \$344,444.96 of the loan balance plus interest of Public Works Trust Fund loan PW-02-691-013. The city portion is based on a share of loan payment and interest attributable to improvements made by the county within the annexed area. The county will pay the principal and interest each year to the PWB and will bill the city of Vancouver for their portion. In 2017, the county shall bill the city in August for and the city shall pay no later than December 31, 2017. In subsequent years, the city of Vancouver shall pay the amount due to the county annually by April 30th of each year until the loan balance is zero. Appendix B presents the amortization schedule, a project area map, and a payment schedule.

B. TRANSPORTATION IMPACT FEES

The county will not transfer Transportation Impact Fee balances to the City of Vancouver.

C. PARK IMPACT FEES AND METROPOLITAN PARK DISTRICT FUNDS

Park impact fees and Metropolitan Parks District funds are subject to the Parks Interlocal Agreement.

SECTION 10. MEMORANDUM OF UNDERSTANDING. Consistent with the charters of the City and County, it is understood and acknowledged that the City and County Manager's or their delegates may enter into Memoranda of Understanding(MOU) to address administrative and

operational details related to public works, stormwater, mitigation sites, or parks in the annexation area.

SECTION 11. ADMINISTRATION. No new or separate legal or administrative entity is created to administer the provisions of this Agreement. The City's Public Works and Parks Directors shall be the city administrators of this Agreement. The County's Public Works Director shall be the County administrator of his Agreement. The County shall transfer to the City its files related to public infrastructure in the Annexation Area as provided for in an MOU or no later than January 1, 2018.

SECTION 12. DISPUTE RESOLUTION. In the event of a dispute between the City and County regarding the delivery of services under this Agreement, the City Manager and the County Manager or their designated representatives shall review such dispute and options for resolution. Any dispute not resolved by the representatives shall be referred to the City Manager and the County Manager. The decision of the Managers regarding the dispute shall be final as between the parties.

SECTION 13. HOLD HARMLESS/INDEMNIFICATION. Each party agrees to indemnify, defend, save and hold harmless the other, its officials, employees, volunteers and agents from any and all liability, demands, claims, causes of action, suits or judgments, arising out of, or in connection with, or incident to, a default in the performance this Agreement.

In the event that any suit based on such a claim, demand, loss, damage, cost, or cause of action is brought against the non-defaulting party, the defaulting party retains the right to participate in said suit if any principal of public law is involved.

SECTION 14. NO THIRD PARTY BENEFICIARY. The City does not intend by this Agreement to assume any contractual obligations to anyone other than the County. The County does not intend by the Agreement to assume any contractual obligations to anyone other than the City. The City and County do not intend there be any third-party beneficiary to this Agreement.

SECTION 15. DISPOSITION OF CAPITAL UPON TERMINATION OF AGREEMENT. In the event of a termination of this Agreement, any equipment or personal property used to effectuate this

Agreement shall become the sole property of the party who owns the land on which the personal property or equipment is located.

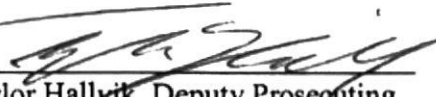
SECTION 16. AMENDMENT. The provisions of this Agreement may be amended with the mutual consent of the parties. No additions to, or alterations of the terms of this Agreement shall be valid unless made in writing and formally approved and executed by the duly authorized agents of both parties.

BOARD OF COUNTY COUNCILORS
FOR CLARK COUNTY, WASHINGTON

Attest:


Clerk to the Board

Approved as to Form Only:
Anthony F. Golik
Prosecuting Attorney

By: 
Taylor Hallvik, Deputy Prosecuting
Attorney

By: 
Marc Boldt, Chair

By: _____
Jeanne E. Stewart, Councilor

By: _____
Julie Olson, Councilor

By: _____
John Blom, Councilor

By: _____
Eileen Quiring, Councilor



CITY OF VANCOUVER, WASHINGTON



Eric Holmes, City Manager

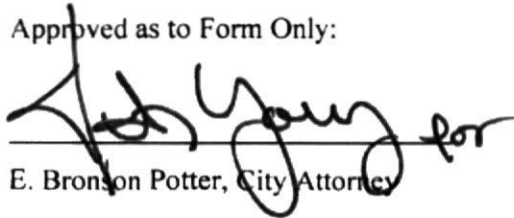
Attest:



R. Lloyd Tyler, City Clerk

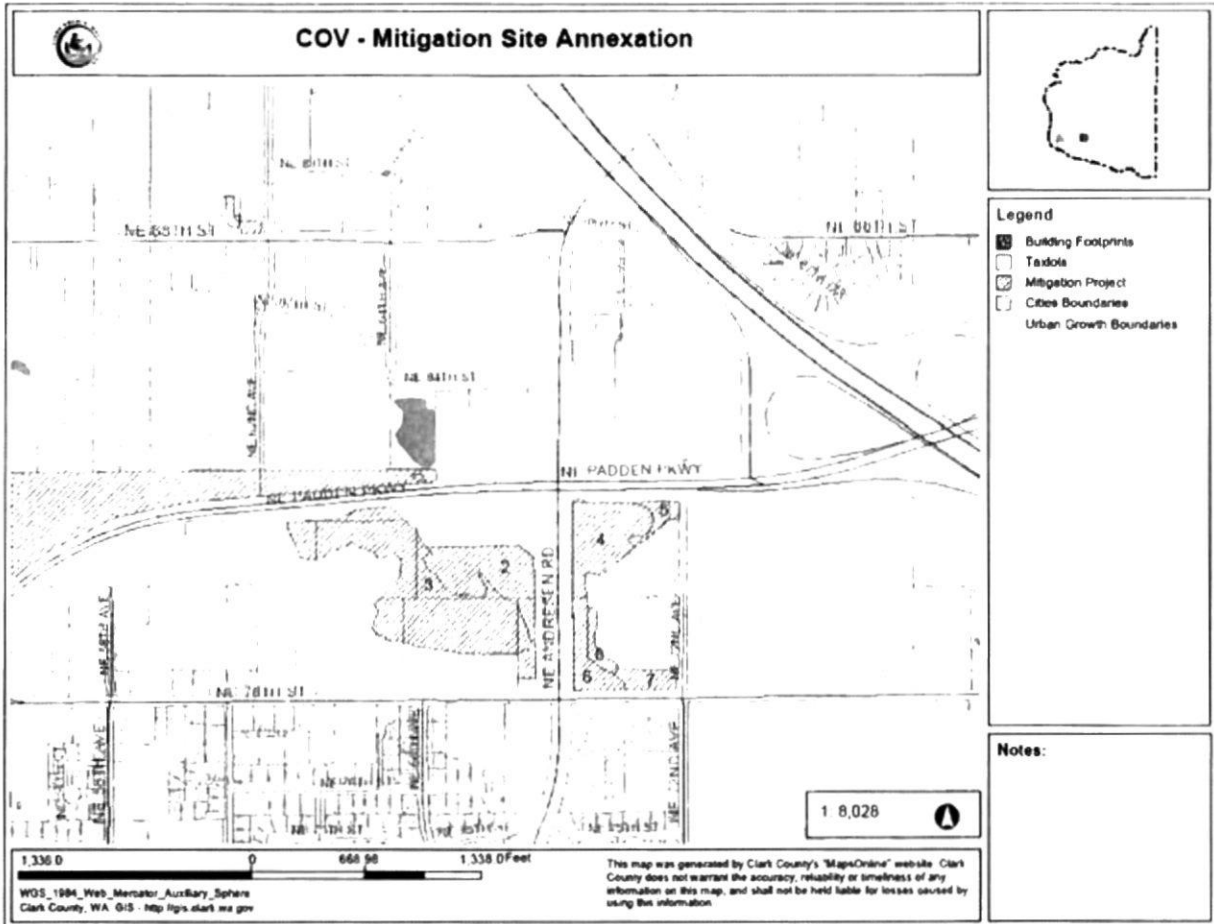
By: Carrie Lewellen, Deputy City Clerk

Approved as to Form Only:



E. Bronson Potter, City Attorney

Appendix A Wetland Mitigation Sites Associated with Transportation Improvements



City of Vancouver - Mitigation Site Annexation

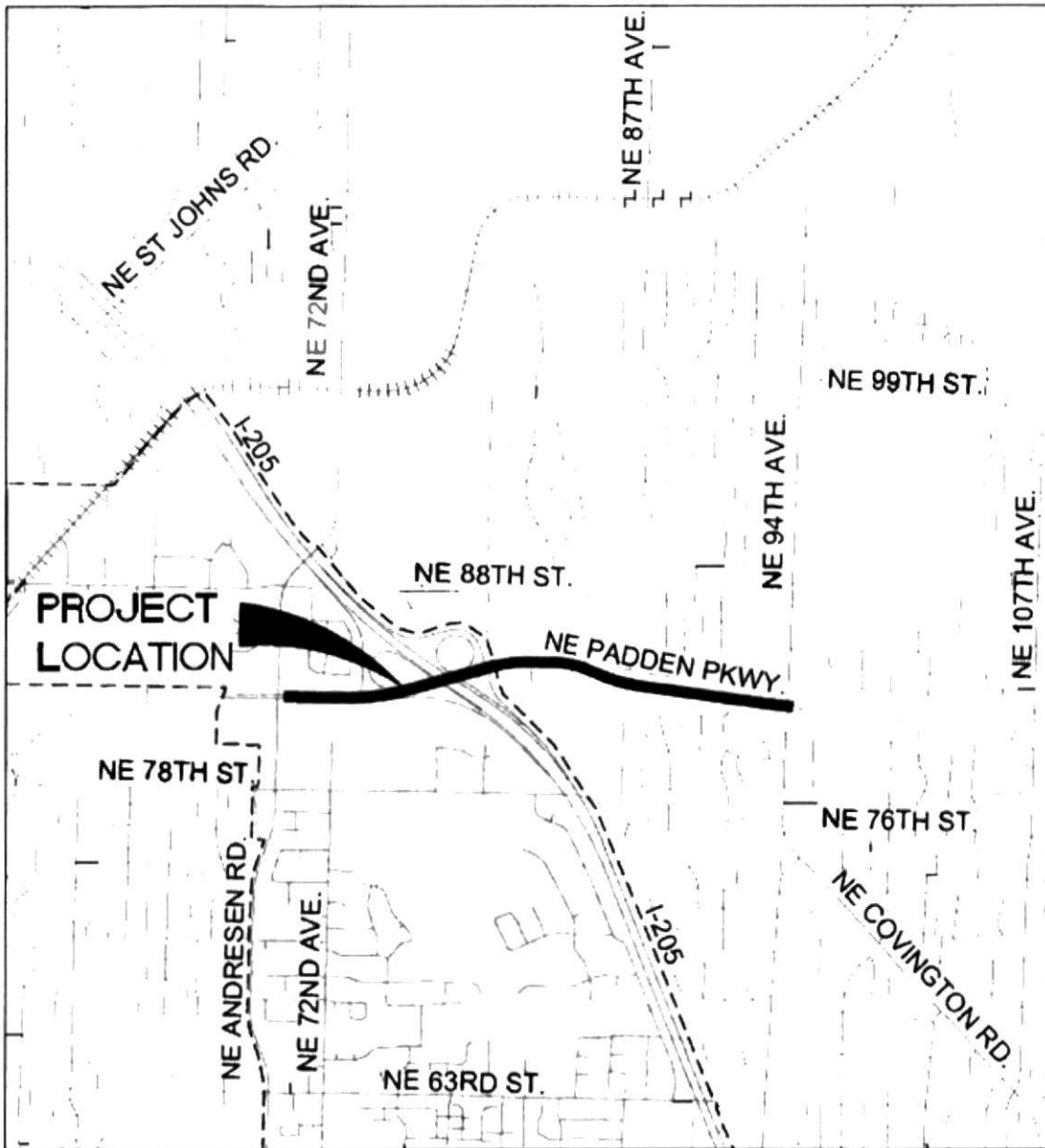
| Line Item | Parcel Serial Number | Location | Project Name | Permits | Mitigation Year | Conservation Covenant |
|-----------|----------------------|---|---|---|-----------------|-----------------------|
| 1 | 106113880 | NW corner of NE 68th St./NE 62nd Ave. | NE 68th Street - Phase 1 | CDI - NWS-2006-1893 ICV - Order 5448 CC - HAE2009-00021 | 8 of 30 | 4387019 |
| 2 | | SW corner of NE Padden Pkwy/NE Androsen Rd. | Sabon Creek Interchange - Offsite | CDI - NW-2009-1098 CC - WY2010-00015 | 8 of 30 | 1774543 4019046 |
| 3 | | SW corner of NE Padden Pkwy/NE Androsen Rd. | Padden West | mitigation requirements complete | | 1774543 |
| 4 | | SE corner of NE Padden Pkwy/NE Androsen Rd. | NE 117/118th St. Realignment - Offsite 2 | mitigation requirements complete | | 1621583 |
| 5 | | SE corner of NE Padden Pkwy/NE Androsen Rd. | NE 63rd St./NE Androsen Interchange improvement | mitigation requirements complete | | 1621583 |
| 6 | 156194000 | NE corner of NE 78th Street/NE Androsen Rd. | NE 78th St./NE Androsen Rd. Phase 1 | mitigation requirements complete | | 1774543 |
| 7 | 156194000 | NW corner of NE 78th Street/NE 72nd Avenue | NE 78th St./NE Androsen Rd. Phase 2 | mitigation requirements complete | | 1774543 |
| 8 | 156194000 | NE corner of NE 78th Street/NE Androsen Rd. | NE 63rd Street - Offsite | mitigation requirements complete | | 1774543 |

Appendix B

| Amortization Schedule for Contract Num: PW-02-691-013 | | | | | | | | | | | | |
|---|--------------|-----------------------|-----------------------------|---------------------|-----------------------|------------------------------|--------------|--------|------------|-----------------------|---------------------------|--------------------------|
| Contractor Name: Clark County Community Services | | | | | | | | | | | | |
| Project Name: Padden Parkway Improvements | | | | | | | | | | | | |
| Loan Information: Loan # 1 | | | | | | | | | | | | |
| Loan Amount: \$2,900,000.00 | | | Loan Type: Amortizing Loan | | | Loan Start Date: 5/6/2002 | | | | | | |
| Interest Rate/Type: 0.5000% (Simple) | | | Loan Term: 20 Years | | | Accrual Start Date: | | | | | | |
| Amortized Loan Fee: 0.0000% | | | Amortization Term: 19 Years | | | First Payment Date: 6/1/2003 | | | | | | |
| Payment Frequency: Annual - 360 Days | | | Paid Off: | | | Last Payment Date: 6/1/2022 | | | | | | |
| Periods Principal Deferred: 1 | | | Loan Source: PWTF | | | Distressed Community: N/A | | | | | | |
| Draw Based Loan: Yes | | | Terminated Date: | | | Subordination Allowed: N/A | | | | | | |
| Amortization Schedule | | | | | | | | | | | | |
| Pmt # | Pmt Due Date | Principal | Accrued Interest | Interest | Payment Due | Loan Balance | Invoice Date | Inv# | Paid Date | Paid Amt | Extra Principal Paid Date | Extra Principal Paid Amt |
| 1 | 7/1/2003 | \$0.00 | \$9,186.17 | \$9,186.17 | \$9,186.17 | \$2,755,000.00 | 05/30/2003 | 81897 | 07/01/2003 | \$9,186.17 | | |
| 2 | 7/1/2004 | \$152,631.58 | \$13,861.60 | \$13,861.60 | \$166,493.18 | \$2,747,368.42 | 05/30/2004 | 81898 | 07/01/2004 | \$166,493.18 | | |
| 3 | 7/1/2005 | \$152,631.58 | \$13,736.85 | \$13,736.85 | \$166,368.43 | \$2,594,736.84 | 05/30/2005 | 81899 | 07/01/2005 | \$166,368.43 | | |
| 4 | 7/1/2006 | \$152,631.58 | \$12,973.68 | \$12,973.68 | \$165,605.26 | \$2,442,105.26 | 05/30/2006 | 81900 | 07/03/2006 | \$165,605.26 | | |
| 5 | 7/1/2007 | \$152,631.58 | \$12,210.53 | \$12,210.53 | \$164,842.11 | \$2,289,473.68 | 05/30/2007 | 81901 | 07/02/2007 | \$164,842.11 | | |
| 6 | 7/1/2008 | \$152,631.57 | \$11,447.37 | \$11,447.37 | \$164,078.94 | \$2,136,842.11 | 06/30/2008 | 81902 | 07/01/2008 | \$164,078.94 | | |
| 7 | 7/1/2009 | \$152,631.58 | \$10,684.21 | \$10,684.21 | \$163,315.79 | \$1,984,210.53 | 06/30/2009 | 81903 | 07/01/2009 | \$163,315.79 | | |
| 8 | 7/1/2010 | \$152,631.58 | \$9,921.05 | \$9,921.05 | \$162,552.63 | \$1,831,578.95 | 07/01/2010 | 81904 | 07/01/2010 | \$162,552.63 | | |
| 9 | 7/1/2011 | \$152,631.58 | \$9,157.89 | \$9,157.89 | \$161,789.47 | \$1,678,947.37 | 05/03/2011 | 81917 | 06/30/2011 | \$161,789.47 | | |
| 10 | 7/1/2012 | \$152,631.58 | \$8,394.74 | \$8,394.74 | \$161,026.32 | \$1,526,315.79 | 06/04/2012 | 81918 | 06/29/2012 | \$161,026.32 | | |
| 11 | 7/1/2013 | \$152,631.58 | \$7,631.58 | \$7,631.58 | \$160,263.16 | \$1,373,684.21 | 06/03/2013 | 81919 | 07/01/2013 | \$160,263.16 | | |
| 12 | 7/1/2014 | \$152,631.58 | \$6,868.42 | \$6,868.42 | \$159,500.00 | \$1,221,052.63 | 05/29/2014 | 81920 | 07/01/2014 | \$159,500.00 | | |
| 13 | 6/1/2015 | \$152,631.58 | \$5,596.49 | \$5,596.49 | \$158,228.07 | \$1,068,421.05 | 05/01/2015 | 255595 | 06/01/2015 | \$158,228.07 | | |
| 14 | 6/1/2016 | \$152,631.58 | \$5,342.11 | \$5,342.11 | \$157,973.69 | \$915,789.47 | 04/28/2016 | 255596 | 06/01/2016 | \$157,973.69 | | |
| 15 | 6/1/2017 | \$152,631.58 | \$4,578.95 | \$4,578.95 | \$157,210.53 | \$763,157.89 | 04/28/2017 | 255597 | 06/01/2017 | \$157,210.53 | | |
| 16 | 6/1/2018 | \$152,631.58 | \$3,815.79 | \$3,815.79 | \$156,447.37 | \$610,526.31 | | | | | | |
| 17 | 6/1/2019 | \$152,631.58 | \$3,052.63 | \$3,052.63 | \$155,684.21 | \$457,894.73 | | | | | | |
| 18 | 6/1/2020 | \$152,631.58 | \$2,289.47 | \$2,289.47 | \$154,921.05 | \$305,263.15 | | | | | | |
| 19 | 6/1/2021 | \$152,631.58 | \$1,526.32 | \$1,526.32 | \$154,157.90 | \$152,631.57 | | | | | | |
| 20 | 6/1/2022 | \$152,631.57 | \$763.16 | \$763.16 | \$153,394.73 | \$0.00 | | | | | | |
| Totals: | | \$2,900,000.00 | \$153,039.01 | \$153,039.01 | \$3,053,039.01 | | | | | \$2,278,433.75 | | |

| Year | Principal | Interest | Payment Due | City | County |
|--------------|-------------------|------------------|-------------------|-------------------|-------------------|
| 2017 | 152,631.58 | 4,578.95 | 157,210.53 | 26,856.80 | 130,353.73 |
| 2018 | 152,631.58 | 3,815.79 | 156,447.37 | 64,143.42 | 92,303.95 |
| 2019 | 152,631.58 | 3,052.63 | 155,684.21 | 63,830.53 | 91,853.68 |
| 2020 | 152,631.58 | 2,289.47 | 154,921.05 | 63,517.63 | 91,403.42 |
| 2021 | 152,631.58 | 1,526.32 | 154,157.90 | 63,204.74 | 90,953.16 |
| 2022 | 152,631.57 | 763.16 | 153,394.73 | 62,891.84 | 90,502.89 |
| Total | 915,789.47 | 16,026.32 | 931,815.79 | 344,444.96 | 587,370.83 |

The City of Vancouver is annexing 0.53 miles (2,795 feet) of the 1.29 miles (6,822 feet) Padden improvement Project (what PWTF financed).



**PROJECT
LOCATION**

VICINITY MAP

NE Padden Parkway

(Vicinity of NE Andresen Road to NE 94th Avenue)

6,822 Ft/1.29 Mi

CRP #392722

Annexation Area
2,804 Ft/0.53 Mi

N.T.S.



providing great, growing future