

RESOLUTION NO. 2013-02-16

A RESOLUTION related to land use authorizing the chair to execute a development agreement to contribute to the construction of a transportation improvement.

WHEREAS, the legislature has authorized the execution of development agreements pursuant to RCW 36.70B.170 to address the particular needs of development and the orderly development; and

WHEREAS, Board approved Resolution 2008-11-01 that amended an existing developer agreement with Washington State University – Vancouver.

WHEREAS, based on the amended agreement, Washington State University – Vancouver is responsible for funding a signalization project at the intersection of NE Salmon Creek Avenue and NE 119th Street; and

WHEREAS, the signalization at the intersection of NE Salmon Creek Avenue and NE 119th Street is necessary to mitigate an identified direct impact of Washington State University – Vancouver; and

WHEREAS, Washington State University – Vancouver has agreed to contribute a predetermined share of the estimated engineering and construction costs of a County Transportation project; and

WHEREAS, the Board adopts, by reference, the findings contained in the staff report on this matter dated February 26, 2013; and

WHEREAS, the Board has considered this matter at a duly advertised public hearing and finds that adoption of this resolution will further public safety and welfare; Now, Therefore,

BE IT ORDERED AND RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF CLARK COUNTY, STATE OF WASHINGTON, AS FOLLOWS:

Section 1. Authorization to execute development agreements. The Chair of the Board of County Commissioners is hereby authorized to execute the development agreement attached hereto with authorized representatives for Washington State University-Vancouver Campus to reimburse the County in advance in the amount of \$443,500.00 in lieu of construction for the future costs to the signalization of the NE 119th Street and Salmon Creek Avenue intersection..

Section 2. Instruction to Clerk. The Clerk to the Board shall: Record a copy of this resolution with the Clark County Auditor; and

Section 3. Effective Date. This resolution shall take effect at midnight on the date of its adoption.

ADOPTED this 26th day of Feb., 2013.

Attest:

Rebecca Jitor
Clerk to the Board

BOARD OF CLARK COUNTY
COMMISSIONERS

By: [Signature]
Steve Stuart, Chair

Approved as to form only:
ANTHONY G. GOLIK
Prosecuting Attorney

By: [Signature]
Christopher Horne
Civil Deputy

By: _____
Tom Mielke, Commissioner

By: _____
David Madore, Commissioner

Intersection Participation Agreement
NE Salmon Creek Avenue and NE 119th Street

Recording requested by:
Clark County Public Works
Transportation
P.O. Box 9810
Vancouver, WA 98666-9810

Document Title: Intersection Improvement Agreement
Reference Number: CRP _____
Grantor: Clark County, Washington
Grantee: Washington State University
Legal Description: Section 24 T3N R1E WM
Serial #: 185948-000; 185964-000; 185983-000; 185994-000; 186017-000; 181684-000

INTERSECTION IMPROVEMENT
AGREEMENT

1. Parties

- (a) County: Clark County, State of Washington
- (b) Developer: Washington State University
Address: 14204 NE Salmon Creek Avenue
Vancouver, WA 98686-9600

2. Terms

- (a) Subject Development: Washington State University – Vancouver.
Generally located at: 14204 NE Salmon Creek Avenue, Vancouver, WA 98686-9600. The property serial number (s) for the subject development is 185948-000; 185964-000; 185983-000; 185994-000; 186017-000; 181684-000
- (b) Required Improvement: Whereas, said amended development agreement requires in part, the Developer to improve the intersection located at 119th Street/Salmon Creek Avenue by means of traffic signalization improvements. Developer is responsible for;
 - i. The preliminary engineering design and funding of the signalization project; and

- ii. The traffic signal funding in an amount not to exceed \$443,500 to County prior to use of any of the additional trips described in the amendment to the developers agreement.

3. Recitals

- (a) On November 5, 2008 the Developer was granted approval within the Amendment of the Developer Agreement recorded under auditor's No. 4516994, which approval is conditioned in part on the Developer participating in the costs associated with construction of the Required Improvement.
- (b) The Required Improvement is necessary to mitigate an identified direct impact of the Subject Development.
- (c) Developer has requested that it be permitted to contribute a pre-determined share covering the cost of the traffic signal construction in lieu of constructing the Required Improvement.
- (d) County agrees to place the 119th Street/Salmon Creek Avenue on the Capital Facilities Plan, allowing for traffic impact credits for the traffic signal improvement.
- (e) Preliminary traffic signal engineering plans prepared by Parametrix, Inc. have been provided to County. County has agreed to complete final traffic signal engineering plans, stamp and sign the plans, complete all required construction bidding and construction management for the project, and assure that the traffic signal construction is completed. County accepts sole responsibility for cost associated with the traffic signal bidding and construction cost including but not limited to administrative costs for consultants, requests for information, required permits or other required consulting services.
- (f) Payment by the Developer identified in Section 5, (Payment in Lieu) to County for the traffic signal, fulfills Developer's compliance with the required improvements for the 119th Street/Salmon Creek Avenue traffic signal, as required in the amended development agreement

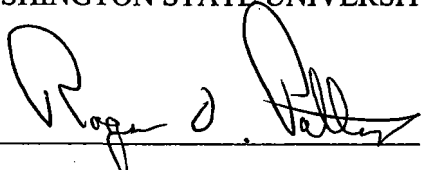
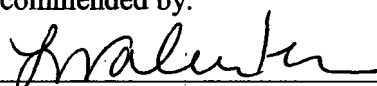
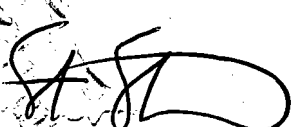
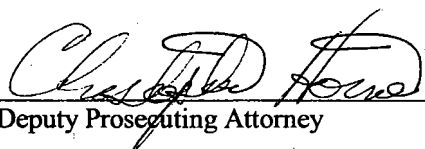
4. Authority. RCW 82.02.020; Clark County Code Ch. 12.05.220 (3) A

5. Payment in Lieu. The Developer and County have prepared a cost estimate (Cost Estimate) for the Improvement based on an agreed upon project scope of effort that includes: final engineering design, construction management, environmental permitting/mitigation, construction surveying, construction, and any other costs incidental to and necessary for the completion of the Improvement. Based on the Cost Estimate, the Developer hereby contributes the amount of \$443,500 in lieu of designing and constructing the Improvement itself. Payment shall be provided within 45 days of Board of County Commissioners approval of this agreement.

6. Reserve Account. The Developer's payment will be held by the County in a reserve account and may only be utilized to fund the required improvement.

7. Expenditure. The Developer's payment shall be expended to fund the Required Improvement within five (5) years of the date of receipt of funds indicated herein below. The County will maintain records of actual engineering and construction costs.

8. Refund.
 - (a) If the Developer's payment has not been expended within five (5) years of the date of the Receipt of Funds on Page 11 of 11, it shall be refunded to the Developer with interest accrued at the Clark County Investment Pool monthly interest rate.
 - (b) In no event shall the Developer be required to make additional contributions upon execution of this agreement.

<p>WASHINGTON STATE UNIVERSITY</p> <p></p> <hr/> <p>By: -Roger Patterson Title: -Vice President Business and Finance Date: <u>1/2/13</u></p>	<p>WASHINGTON STATE UNIVERSITY</p> <p>Recommended by:</p> <p></p> <hr/> <p>By: Lynn V. Valenter Title: Vice Chancellor Finance and Operations Date: <u>12/18/12</u></p>
<p>CLARK COUNTY, WASHINGTON</p> <p></p> <hr/> <p>By: Steve Stuart Title: BOCC Chair Date: <u>2/26/13</u></p>	<p>CLARK COUNTY, WASHINGTON</p> <hr/> <p>By: Tom Mielke Title: BOCC Date: _____</p>
<p>CLARK COUNTY, WASHINGTON</p> <hr/> <p>By: <u>David Madore</u> Title: BOCC Date: _____</p>	<p>APPROVED AS TO FORM ONLY:</p> <p></p> <hr/> <p>Deputy Prosecuting Attorney</p>

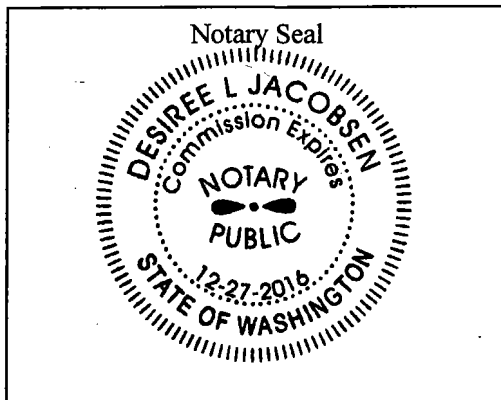
NOTARY PARAGRAPHS ON FOLLOWING PAGES

State of Washington)

County of ~~Clark~~ ^{Whitman}) ss.

I certify that I know or have satisfactory evidence that Roger D. Patterson is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the ^{Vice President for} Business + Finance of Washington State University to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: January 2nd, 2012³



Desiree L. Jacobsen
Notary Public for Washington

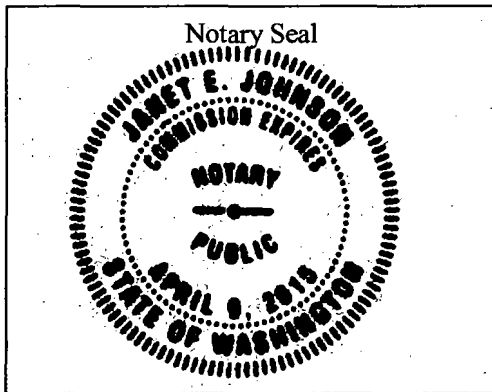
Desiree L. Jacobsen
Name of Notary

My appointment expires: 12-27-2016

State of Washington)
) ss.
County of Clark)

I certify that I know or have satisfactory evidence that Lynn V. Valenter is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Vice Chancellor of Finance and Operations of Washington State University to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: December 18, 2012.



Janet E. Johnson
Notary Public for Washington

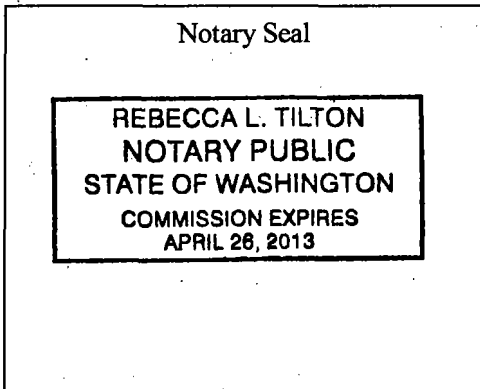
Janet E. Johnson
Name of Notary

My appointment expires: 4-9-15

State of Washington)
) ss.
County of Clark)

I certify that I know or have satisfactory evidence that
STEVE STUART is the person who appeared before me, and said person
acknowledged that he/she signed this instrument, on oath stated that he/she was authorized
to execute the instrument and acknowledged it as the CHAIR, BOCC of Clark
County, Washington to be the free and voluntary act of such party for the uses and
purposes mentioned in the instrument.

Dated: February 26, 2012 ^{2013.}



Rebecca L. Tilton
Notary Public for Washington

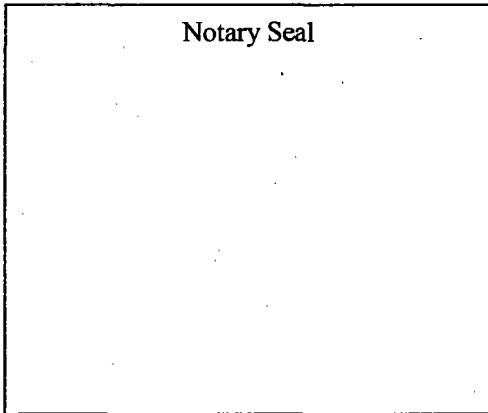
REBECCA L. TILTON
Name of Notary

My appointment expires: 4/26/13

State of Washington)
) ss.
County of Clark)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of Clark County, Washington to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____, 2012.



Notary Public for Washington

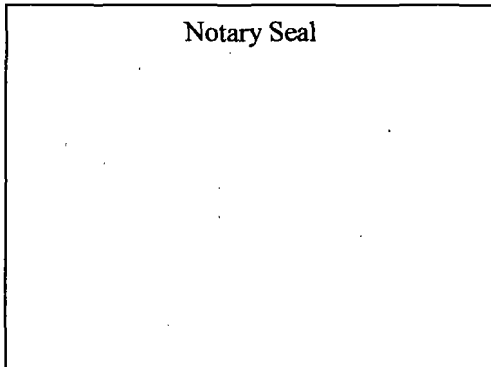
Name of Notary

My appointment expires: _____

State of Washington)
) ss.
County of Clark)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of Clark County, Washington to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____, 2012.



Notary Public for Washington

Name of Notary

My appointment expires: _____

Intersection Participation Agreement
NE 119th Street and NE Salmon Creek Avenue

PAGE 11 OF 11

DISTRIBUTION:

Public Works (original)
Treasurers Office
Developer
Finance (PW 3rd^h floor)
File

RECEIPT OF FUNDS

Funds in the amount of \$ _____ were received this _____ date
of _____, 20 _____ from the above named Developer.

By _____

County Cashier

Project Vicinity Map

