

CLARK COUNTY
STAFF REPORT

DEPARTMENT/DIVISION: Public Works

DATE: November 5, 2013

REQUEST: Approve Interlocal Agreement to exempt Clark Regional Wastewater District's construction of the 209th Street Pump Station in the Washington State Department of Transportation right-of-way from site plan review requirements.

CHECK ONE: X Consent _____ Chief Administrative Officer

PUBLIC WORKS GOALS:

- Provide safe and efficient transportation systems within Clark County
- Continue responsible stewardship of public funds
- Promote family-wage job creation and economic development to support a thriving community
- Maintain a desirable quality of life
- Improve environmental stewardship and protection of natural resources
- Increase partnerships and foster an engaged, informed community
- Make Public Works a great place to work

BACKGROUND: Clark Regional Wastewater District is planning to construct a sewage force main along the Interstate 5 corridor. A sewage pump station will be constructed at the Washington State Department of Transportation (WSDOT) Rest Area on I-5 near 209th Street. WSDOT will review and approve the site plan for the sewage pump station, making it unnecessary for Clark County to review and approve the site plan.

COMMUNITY OUTREACH: None.

BUDGET AND POLICY IMPLICATIONS: None

FISCAL IMPACTS: Yes (See Attached Fiscal Impacts Form) No

ACTION REQUESTED: Approve the Interlocal Agreement to exempt Clark Regional Wastewater District's construction of the 209th Street Pump Station in WSDOT right-of-way from site plan review requirements.

DISTRIBUTION: Please forward a copy of the approved staff report to Public Works Administration.



Peter Capell, P.E.
Public Works Director

APPROVED: 
CLARK COUNTY, WASHINGTON
BOARD OF COMMISSIONERS

NOV 5, 2013 SR 22513

PC/al

Handwritten initials

PW13-094

INTERLOCAL AGREEMENT

This Agreement is entered into on NOV 5, 2013, between CLARK REGIONAL WASTEWATER DISTRICT, a municipal corporation, referred to as "District", and CLARK COUNTY, a political subdivision of the State of Washington, referred to as "County".

This Agreement is entered into by the County and the District under the authority of Chapter 39.34 RCW, the Interlocal Cooperation Act.

To carry out the purposes of this Agreement and in consideration of the benefits to be received by each party, it is agreed as follows:

- 1. Term.** This Agreement shall be effective immediately upon approval by the Board of County Commissioners. The term of the agreement shall be two years.
- 2. Purpose.** The purpose of the agreement is to exempt the District's construction of the 209th Street pump station in Washington State Department of Transportation right-of-way ("Project") from the County's site plan review requirements, in accordance with the terms and conditions of this Agreement. .
- 3. Site Plan Review Exemption; Building Permit.** Pursuant to CCC 40.520.040(B)(4)(h), the County has determined that the Project is exempt from site plan review. The County official responsible for issuing the exemption shall enter the appropriate findings for the exemption as required by that Code provision. Although the Project is exempted from site plan review, the District agrees to comply with (or the parties acknowledge that the District has complied with) the Clark County Code requirements identified and discussed in Exhibit "A", attached hereto and incorporated herein, in connection with the design and construction of the Project. The District shall obtain a building permit for the Project.
- 4. Clark County Consultation through Department of Community Development.** The County agrees to be available for consultation with the District regarding the Project, as needed, at same the hourly rate of the officials and employees providing the consultation.
- 5. Report.** If requested by the County, the District shall provide a Project close-out report.
- 6. Personnel.** The selection of qualified District personnel, contract personnel and agents that the District assigns to perform the work on the Project shall be in the sole discretion of the District.
- 7. Insurance.** Each party shall provide insurance coverage for its operations, facilities, equipment and personnel. The insurance shall include comprehensive general liability insurance with a minimum policy limit of \$2,000,000.00 per occurrence; errors and omissions insurance including civil rights coverage, covering the actions of the party; auto insurance, including comprehensive and

collision coverage at agreed replacement cost and liability coverage with a minimum policy limit of \$2,000,0000 per occurrence. Coverage may also be by self-insurance.

8. **Notices.** All notices, requests, demands and other communications required by this Agreement shall be in writing and, except as expressly provided elsewhere in this Agreement, shall be deemed to have been given at the time of delivery if personally delivered or at the time of mailing if mailed first class, postage pre-paid addressed to the party at its general business address or at such address as any party may designate at any time in writing. Notices to the County shall be directed to the Clerk to the Board of Commissioners. Notices to the District shall be directed to the District General Manager.
9. **Severability.** If any provision of this Agreement or its application is held invalid, the remainder of the Agreement and the application of the remainder of the Agreement shall not be affected.
10. **Modification.** This Agreement represents the entire Agreement between the parties. No change, termination or attempted waiver of any of the provisions of this Agreement shall be binding on either of the parties unless executed in writing by authorized representatives of each of the parties. The Agreement shall not be modified, supplemented or otherwise affected by the course of dealing between the parties.
11. **Benefits.** This Agreement is entered into for the benefit of the parties to this Agreement only and shall confer no benefits, direct or implied, on any third persons.
12. **Compensation.** Neither party shall be obligated to provide monetary compensation to the other for services performed without further amendment of this Agreement.
13. **Renegotiation of Terms.** With the exception of the term of this Agreement provided in Paragraph 1, either party that wishes to renegotiate any provision of this Agreement may give to the other party thirty (30) days written notice of such intent, setting forth the provisions to be renegotiated. The parties agree that in the event of such notice, they shall engage in good faith negotiation. This Agreement may be revised at any time by agreement of the parties but no revision shall be effective unless by written amendment signed by both parties.
14. **Compliance with RCW 39.34.** The clerk to the Board shall record a copy of this agreement with the County Auditor upon execution by the last party signing, at the cost of the County, or at the option of the clerk to the Board, may list this

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Agreement by subject on the County's web site, as authorized by RCW 39.34.040.

Dated this 5th day of November 2013.

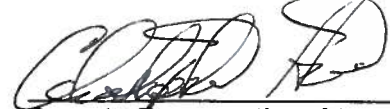
Board of County Commissioners
For Clark County, Washington

By: 
Chair

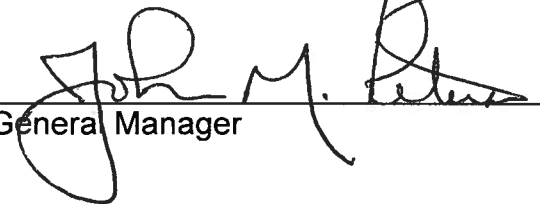
By: _____
Commissioner

By: _____
Commissioner

Approved as to form only,


Deputy Prosecuting Attorney

Clark Regional Wastewater District

By: 
General Manager

Approved as to form only,


District Legal Counsel

EXHIBIT A

Clark County Code Requirements

CCC 40.260.240--Utilities

Note: Per CCC 40.260.240, the Project is permitted in any County zoning district. That Code section provides that the erection, construction, reconstruction or alteration of underground distribution systems and utility substation facilities (including pump stations) shall be permitted in any zoning district, subject to site plan approval pursuant to CCC 40.520.040, which authorizes the responsible official to exempt certain development from site plan review.

CCC 40.520.040(E)—Site Plan Approval

The Project shall comply with (or has complied with) the following site plan approval requirements:

- Use and Development Standards (CCC 40.260.240): Because the Project will be constructed in WSDOT right-of-way, the Project is a permitted use. The tallest part of the Project will be the pump station building, which is twenty (20) feet in height. This height is consistent with CCC 40.260.240, which does not limit height.
- Views: Under the view requirements, structures must be sited to minimize the interruption of views from adjacent residential areas. The Project is located within a rest area. It will not interrupt views from adjacent residential areas because it will be surrounded by dense vegetation.
- Permanent Project signing will comply with CCC 40.310:.
- Landscaping/Screening (CCC 40.320): For the Project, trees will not be removed. Grasses and shrubs will be removed, but the disturbed area will be re-seeded following construction. The Project will be well screened from any adjacent properties, including I-5, due to dense vegetation surrounding the site. The Project will only be visible to drivers using the rest area off-ramp.
- Parking and Transportation (CCC 40.340 and 40.350): No parking is proposed. The Project will not generate regular or consistent traffic during any time of any day of the week. District staff will need to access the Project, but will do so approximately twice per week for inspections and as necessary for maintenance. As discussed by the parties at the pre-application conference for the Project, no traffic profile or study is required for the Project.
- Stormwater and Erosion Control (CCC 40.385): WSDOT will review and approve the stormwater design for the Project. At the time of building permit application, the District will provide to the County a letter from WSDOT, stating that WSDOT will complete reviews of the stormwater plans for the Project.
- Critical Areas (CCC 40.4): The District will submit to the County a critical areas report for the Project.
- Fire Safety (CCC 15.12): The fire safety requirements for the Project will be incorporated into the design for the Project. The County will review such requirements as part of the building permit application.