

**CLARK COUNTY  
STAFF REPORT**

**DEPARTMENT/DIVISION:** General Services-Railroad

**DATE:** November 26, 2013

**REQUEST:** That the Board of County Commissioners (BOCC) authorize and execute Memorandum of Understanding (MOU) with City of Battle Ground (COBG) concerning Railroad right of way (ROW) and realignment of SE Grace Avenue.

**CHECK ONE:**  Consent  County Administrator

---

**BACKGROUND:** The County and COBG have been meeting over a period of several months to discuss the proposed realignment of SE Grace Avenue in Battle Ground. Under the mutually preferred alignment of SE Grace Avenue, COBG requests the County dedicate a portion of the Railroad ROW to COBG for the purposes of reconstruction of SE Grace Avenue.

Additionally, COBG requests access to and use of a portion of the Railroad ROW adjacent to East Main Street for the purposes of a public parking lot. The County also agrees to assist COBG and/or its Contractor in obtaining temporary access permits for related construction, and in the case of the parking lot – ongoing access.

The Clark County Prosecuting Attorney's Office reviewed and commented on the draft MOU. Their comments were incorporated into the version approved by COBG City Council, signed by the COBG City Manager, and attached to this report.

**COMMUNITY OUTREACH:** No public outreach is required for this action.

**BUDGET AND POLICY IMPLICATIONS:** There are no fiscal or budget impacts.

**FISCAL IMPACTS:**  Yes  No

**ACTION REQUESTED:** That the Board of County Commissioners (BOCC) authorize the Chair to enter into the described MOU with COBG.

**DISTRIBUTION:** General Services file, Mark McCauley

  
Jeff Swanson  
Rail Employment Corridor Manager

APPROVED: NOV. 26, 2013  
CLARK COUNTY, WASHINGTON  
Board of County Commissioners

JS/js

SR 231-13

MEMORANDUM OF UNDERSTANDING

GS 13-57

SE Grace Avenue / Clark County Railroad Right-of-Way

This Memorandum of Understanding (“MOU”) is made and entered into by and among Clark County hereinafter the “COUNTY”, and the City of Battle Ground, a municipal corporation, hereinafter the “CITY.”

RECITALS

WHEREAS, the CITY is responsible for the urban expansion, safety, and mobility of the residents of the CITY by providing connectivity throughout the City of Battle Ground in order for motorists to effectively and efficiently travel throughout the City.

WHEREAS, the COUNTY is responsible for the ownership and operation of the Clark County Railroad, and

WHEREAS, the CITY desires to widen SE Grace Avenue between SE Rasmussen Boulevard to East Main Street to meet current street standards, and

WHEREAS, SE Grace Avenue between the vicinity of SE 3<sup>rd</sup> Street and East Main Street was established in the early 1900’s as a COUNTY roadway and was constructed by the COUNTY within what is now Clark County Railroad right-of-way, and

WHEREAS, The CITY incorporated in 1951 and assumed responsibility for the maintenance and operation of SE Grace Avenue and has continued that maintenance to this day allowing citizens of both the City and the County to traverse it continuously by motor vehicles, and

WHEREAS, the right-of-way under SE Grace Avenue between the vicinity of SE 3<sup>rd</sup> Street and East Main Street remains in ownership of the COUNTY, and

WHEREAS, the CITY desires to obtain the necessary right-of-way from the COUNTY to reconstruct SE Grace Avenue to meet current CITY road standards and maintain railroad operation functionality as it currently exists today.

NOW THEREFORE, it is agreed between the COUNTY and CITY as follows:

The CITY will accomplish the following:

- Complete the design and reconstruction of SE Grace Avenue between the vicinity of SE 4<sup>th</sup> Street and East Main Street to redirect SE Grace Avenue to the West to align with the existing intersection of NE Grace Avenue and East Main Street and construct a public parking lot as illustrated on Exhibit A.
- Provide the necessary documentation for COUNTY review and approval and pay all fees necessary to complete the transfer of ownership of the COUNTY property to the CITY needed for the reconstruction of SE Grace Avenue as illustrated on Exhibit A.

- Provide the agreement and other documentation as necessary to grant access rights to the CITY for the construction and ongoing use and maintenance of a public parking lot as illustrated on Exhibit A.
- Obtain the necessary temporary railroad access permits from the COUNTY and/or the COUNTY's railroad operator to permit work to be completed within the right-of-way.
- Reimburse the COUNTY for railroad construction inspection services fees.
- Upon completion of the reconstruction of SE Grace Avenue, terminate its continued use of the county's railroad right-of-way.
- Obtain necessary funding through grants or loans from Washington State and/or the United States Government to accomplish the acquisition of right-of-way for SE Grace Avenue and reconstruction of the street, which will take some extended period of time.

In consideration of the foregoing, the COUNTY will accomplish the following:

- Grant a temporary construction access permit or assist the CITY and/or the CITY's Contractor in obtaining a temporary construction access permit from the current railroad operator to allow the CITY's contractor to temporarily enter into COUNTY right of way in order to complete the widening and reconstruction of SE Grace Avenue between SE Rasmussen Boulevard and East Main Street.
- Dedicate to the CITY the necessary right-of-way, as illustrated on Exhibit A, in order to complete the reconstruction of SE Grace Avenue.
- Grant or assist the CITY and/or the CITY's Contractor in obtaining access rights for the use of COUNTY right-of-ways from the current railroad operator for the purpose of constructing and maintaining a public parking lot as illustrated on Exhibit A.

No other benefit shall accrue to the CITY or the COUNTY or any other entity as a result of this MOU. This MOU is intended for the benefit of the parties and the public generally and is not intended and shall not be construed as creating any third party beneficiaries.

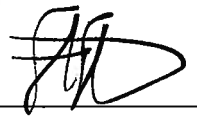
This MOU shall become effective upon the date the last party signs it, who shall date the MOU below.

[continues....]

The COUNTY and CITY agree to enter into dialogue prior to any change that is specified in this MOU.

DATED this 26 day of NOV, 2013

CLARK COUNTY

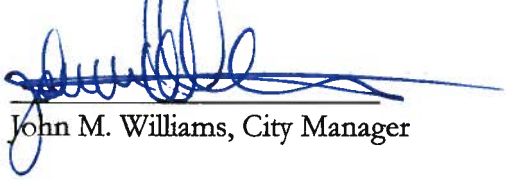


\_\_\_\_\_  
Chair Board of Clark County Commissioners

APPROVED AS TO FORM ONLY

\_\_\_\_\_  
Clark County Deputy Prosecuting Attorney

CITY OF BATTLE GROUND



\_\_\_\_\_  
John M. Williams, City Manager

APPROVED AS TO FORM ONLY

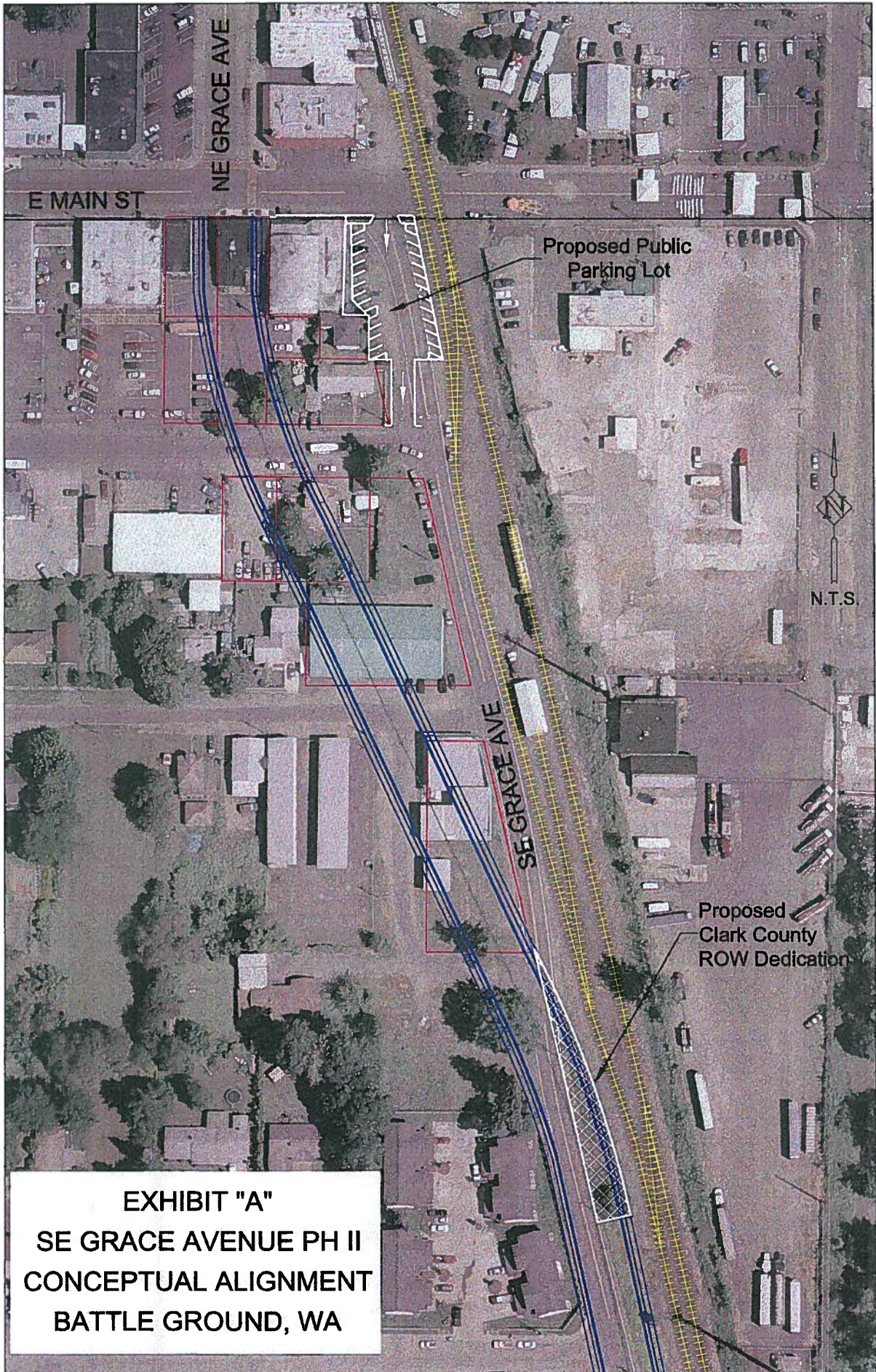


\_\_\_\_\_  
City Attorney

The Above is ACKNOWLEDGED and Accepted:

PORTLAND VANCOUVER JUNCTION RAILROAD

\_\_\_\_\_  
Eric Temple, President



**EXHIBIT "A"**  
**SE GRACE AVENUE PH II**  
**CONCEPTUAL ALIGNMENT**  
**BATTLE GROUND, WA**