CLARK COUNTY
STAFF REPORT

DEPARTMENT: Clark County Community Planning

DATE: November 15, 2022

REQUESTED ACTION:
Approve and sign an interlocal agreement adjusting the water services boundaries between Public Utility District NO.1 of Clark County (d.b.a. Clark Public Utilities) and the City of Battle Ground.

__X__ Consent ____ Hearing ____ County Manager

BACKGROUND

- Water service boundaries were most recently established with the 2012 Clark County Coordinated Water System Plan, which acknowledges that boundaries can and should be adjusted to meet the needs of the county water utilities.

- A portion of land within the current Clark Public Utilities water service boundary can be more reliably served by the City of Battleground with its current facilities, without any additional pumps and/or storage tanks.

- The proposed interlocal agreement for the future water service area boundary is attached to this staff report

Staff is requesting approval and signature from Clark County Council as required under WAC 246-293-250 for the Interlocal Agreement (attached) between Clark Public Utilities and the City of Battleground that establishes a new water service boundary.

COUNCIL POLICY IMPLICATIONS
This action does not contain any policy implications.

ADMINISTRATIVE POLICY IMPLICATIONS
This action approves a signed Interlocal Agreement between Clark Public Utilities and the City of Battleground that establishes a new water service boundary.

COMMUNITY OUTREACH
On June 16, 2022, the City of Battleground approved the Interlocal Agreement Clark Public Utilities authorizing the new water service boundary adjustment. On August 11, 2022, Clark Public Utilities approved the Interlocal Agreement with the City of Battleground authorizing the water service boundary adjustment.

The approved new water service boundary will be submitted to Clark County GIS and Washington State Department of Health.

BUDGET IMPLICATIONS

YES	NO	
		Action falls within existing budget capacity.
		Action falls within existing budget capacity but requires a change of purpose within existing appropriation
		Additional budget capacity is necessary and will be requested at the next supplemental. If YES, please complete the budget impact statement. If YES, this action will be referred to the county council with a recommendation from the county manager.

BUDGET DETAILS

Local Fund Dollar Amount	
Grant Fund Dollar Amount	
Account	General fund; Road fund
Company Name	

DISTRIBUTION:
Council staff will post all staff reports to The Web. https://www.clark.wa.gov/council-meetings

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Michael Sallis Jr.
Michael Sallis,
Planner III

Oliver Orjiako
Oliver Orjiako,
Community Planning Director

Primary Staff Contact: Michael Sallis, 253-389-8568

APPROVED: Karen Dill Bowerman
CLARK COUNTY, WASHINGTON
CLARK COUNTY COUNCIL

DATE: NOV 15, 2022

SR# 221-22

CLARK COUNTY, WASHINGTON 1844

APPROVED: _____
Kathleen Otto, County Manager

DATE: _____

BUDGET IMPACT ATTACHMENT

Part I: Narrative Explanation

I. A – Explanation of what the request does that has fiscal impact and the assumptions for developing revenue and costing information

Part II: Estimated Revenues

Fund #/Title	2022 Annual Budget		2023 Annual Budget		2024 Annual Budget	
	GF	Total	GF	Total	GF	Total
Total						

II. A – Describe the type of revenue (grant, fees, etc.)

Part III: Estimated Expenditures

III. A – Expenditures summed up

Fund #/Title	FTE's	2022 Annual Budget		2023 Annual Budget		2024 Annual Budget	
		GF	Total	GF	Total	GF	Total
Total							

III. B – Expenditure by object category

Fund #/Title	2022 Annual Budget		2023 Annual Budget		2024 Annual Budget	
	GF	Total	GF	Total	GF	Total
Salary/Benefits						
Contractual						
Supplies						
Travel						
Other controllables						
Capital Outlays						
Inter-fund Transfers						
Debt Service						
Total						

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INTERLOCAL AGREEMENT FOR ADJUSTING OR CONFIRMING FUTURE WATER SERVICE AREA BOUNDARIES

BETWEEN

THE CITY OF BATTLE GROUND AND CLARK PUBLIC UTILITIES

THIS AGREEMENT, entered into by and between the CITY OF BATTLE GROUND and PUBLIC UTILITY DISTRICT NO. 1 OF CLARK COUNTY (d.b.a. Clark Public Utilities), hereinafter referred to as the "Water Purveyors", WITNESS THAT:

WHEREAS, Clark County and the Water Purveyors conduct capital facilities and land use planning under the Growth Management Act as adopted by the State of Washington and subsequently amended; and

WHEREAS, RCW 70A.100 et seq. *Public Water System Coordination Act*, and WAC 246-293-250 require the development of a Coordinated Water System Plan, including the establishment of Future Water Service Area boundaries; and

WHEREAS, the Water Purveyors are subject to the Clark County Coordinated Water System Plan; and

WHEREAS, the designation of Future Water Service Area boundaries will help facilitate efficient planning and delivering of water services within Clark County, avoid unnecessary duplication of water services, and foster water operation predictability for the Water Purveyors, Clark County, and the residents served by public water systems; and

WHEREAS, the designation of Future Water Service Area boundaries will help assure that available water supply sources for the Water Purveyors will be utilized in an efficient manner.

NOW THEREFORE, in consideration of covenants, conditions, performances and promises hereinafter contained, the undersigned Water Purveyors hereto agree to the following:

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I. PURPOSE

The purpose of this Agreement is to adjust or confirm the Water Purveyor's Future Water Service Area boundaries.

II. EFFECTIVE DATE

This Agreement shall become effective upon approval by the individual Water Purveyors' governing bodies, execution of this document by their authorized representatives, and the approval of this Agreement by the Clark County Council.

III. DURATION

This Agreement shall remain effective with regard to the individual Water Purveyors until terminated. This Agreement shall automatically terminate with the next update of the Clark County Coordinated Water System Plan.

IV. PROPERTY

Nothing in this Agreement shall create or transfer any interest in real or personal property among the Water Purveyors. In the event any adjustment of a Future Water Service Area boundary requires transfer of water facility assets from one Water Purveyor to another Water Purveyor, a separate written agreement shall address the transfer of such assets.

V. ADMINISTRATION

No new or separate legal or administrative entity is created to administer the provisions of this Agreement. This Agreement shall be individually administered by the respective Water Purveyors, which shall each be individually responsible for financing its own actions pursuant to this Agreement.

VI. SCOPE

1. *Services Area Boundaries*. The attached map marked as "Exhibit A" (dated February 2, 2022), identifies the intended modifications to the Parties' water systems boundries and Future Water Service Areas. There are no service conflicts with adjacent Water Purveyors.

2. *Boundary Streets*. Where streets or portions of streets serve as a Future Water Service Area boundary, both Water Purveyors may extend service within the street. The Water Purveyor that is located to the north and/or east of the portion

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of the street serving as a boundary shall also be entitled to extend service across the water service area boundary to properties abutting the street. Any other service extensions into adjacent Future Water Service Areas shall require written agreement of the involved Water Purveyors.

3. *Boundary Adjustments*. If at some time in the future it is in the best interests of the undersigned Water Purveyors to make Future Water Service Area boundary adjustments, such modifications shall have the written concurrence of the involved Water Purveyors and Clark County, and shall be filed with Clark County GIS and Community Planning, and the Washington State Department of Health.

VII. INTERPRETATION

This Agreement has been and shall be construed as having been made and delivered in the State of Washington and it is mutually agreed and understood by the Water Purveyors that this Agreement shall be governed by the laws of the State of Washington. Venue for any lawsuit arising from or related to this Agreement shall be the Superior Court of Clark County, Washington.

VIII. AMENDMENTS/MODIFICATION

The provisions of this Agreement may be amended only upon the mutual consent of the Water Purveyors. No amendments to the terms of this Agreement shall be valid unless made in writing and formally approved and executed by the duly authorized agents of the Water Purveyors and Clark County, and recorded with the Clark County Auditor.

IX. SEVERABILITY

If any section or part of this Agreement is held by a court to be invalid, such action shall not affect the validity of any other part of this Agreement.

X. ENTIRE AGREEMENT

This Agreement contains all of the agreements of the Water Purveyors with respect to the subject matter covered or mentioned therein, and no prior Agreement shall be effective to the contrary.

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XI. DOCUMENT FILING

The Water Purveyors agree that there shall be one (1) original of this Agreement procured and distributed for signature by the necessary officials of the Water Purveyors. Upon execution, this Agreement shall be retained by Clark Public Community Planning and one copy shall be retained by each of the other Water Purveyors. Clark County Community Planning shall cause a copy of this Agreement to be recorded with the Clark County Auditor. Upon execution of the original and filing of a copy with the Clark County Auditor, each copy shall constitute an agreement binding upon all Water Purveyors.

This Agreement shall become effective once it is approved by the Clark County Council, as specified in WAC 246-293-250 Future *Water Service Area Agreements.*

This Interlocal Agreement for Adjusting or Confirming Future Water Service Area Boundaries is hereby approved:

DocuSigned by:
Erin Erdman
8242D866B3BB448...

Erin Erdman, City Manager
City of Battle Ground

Date November 3, 2022

DocuSigned by:
Lena Wittler
B054A3B02E8849F...

Lena Wittler, General Manager
Clark Public Utilities

Date November 4, 2022

Approved as to form:

DocuSigned by:
John Eldridge
7F643C7B4B14441...

John Eldridge
General Counsel

November 3, 2022

APPROVED BY THE CLARK COUNTY COUNCIL

Karen Dill Bowerman

Councilor Karen Dill Bowerman, Chair
Clark County Council

Attest:
Rebecca Messinger
Clerk to the Board

~~Resolution No.~~

Date: NOV. 15, 2022

CLARK COUNTY, WASHINGTON 1844

Approved as to form:

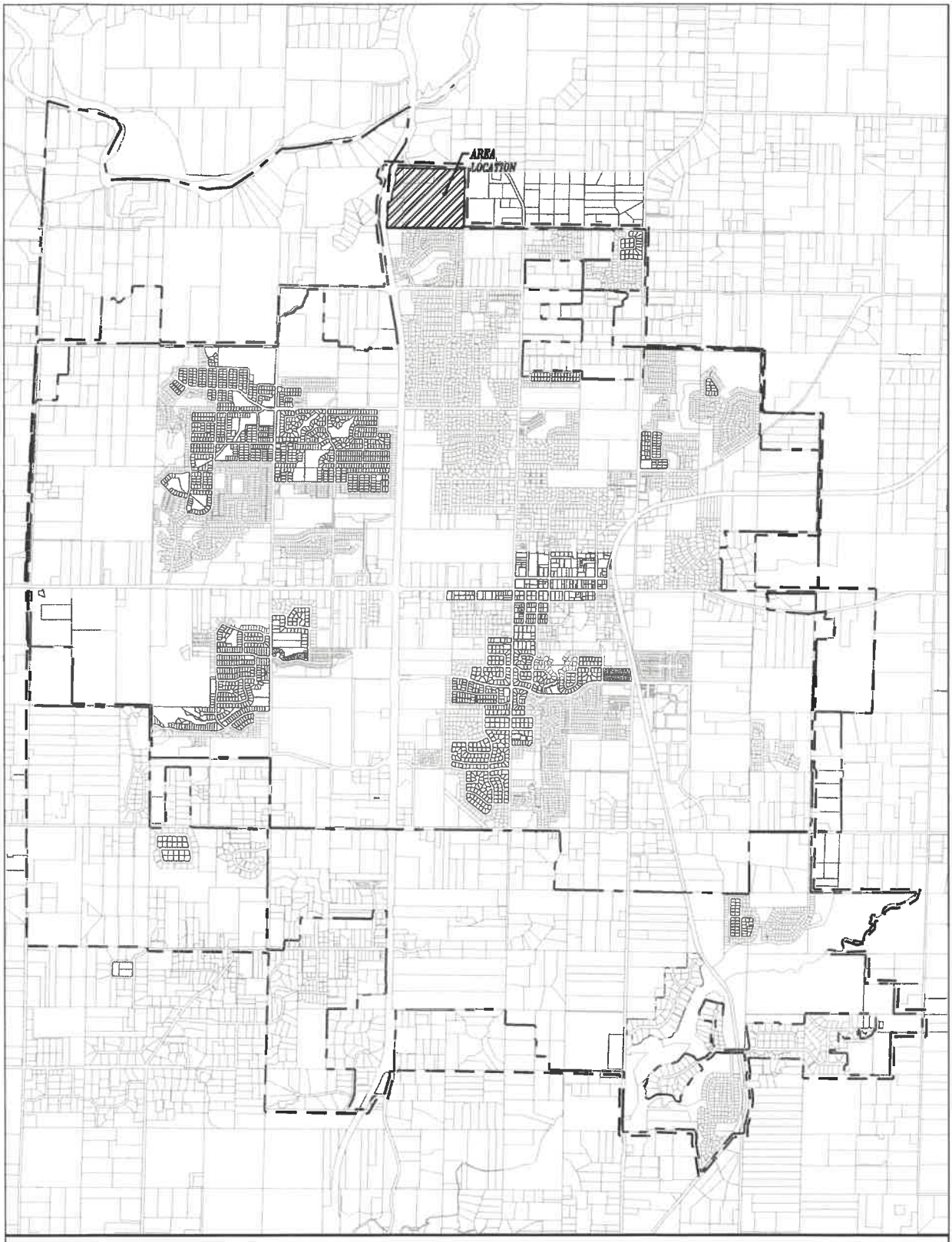
Steve Archer

Digitally signed by Steve Archer
DN: cn=Steve Archer, o, ou, email=Stephen.Archer@clark.wa.gov, c=US
Date: 2022.11.04 18:40:45 -08'00'

Tony Golik, Clark County Prosecuting Attorney
Stephen Archer, Clark County Deputy Prosecuting Attorney

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Exhibit "A"



Battle Ground City Limit

Urban Growth Boundary

Battle Ground Water Service Area

Area To Switch From CPU to Battle Ground

Not to scale

Dated: 2/2/2022