

**CLARK COUNTY  
STAFF REPORT**

**DEPARTMENT: Clark County Community Planning**

**DATE: October 24, 2017**

**REQUESTED ACTION:**

Approve and sign the City of Vancouver and City of Camas Interlocal Agreement that establishes a new water service boundary and shut-off agreement with the City of Camas.

Consent     Hearing     County Manager

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**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 City of Vancouver water service boundary can be more reliably served by the City of Camas with its current facilities, without the addition of pumps and storage tanks.
- In the area affected by the transfer, Camas will provide water service shut off when a Vancouver customer is delinquent on sewer and/or stormwater bills when prior steps to collect unpaid fees have been unsuccessful.

Staff is requesting approval and signature from the Board of Clark County Council as required under WAC 246-293-250 for the Interlocal Agreement (attached) between the City of Vancouver and the City of Camas that establishes a new water service boundary. This water service boundary was most recently established with the 2012 Clark County Coordinated Water System Plan.

Details: The Columbia Palisades Master Plan is located in the City of Vancouver adjacent to the Camas city limits northwest of the 192nd Avenue and Brady Road intersection and has been in discussions for many years. The City of Vancouver ultimately approved the Columbia Palisades Master Plan in 2016, and the developer is currently designing the first phases of the project to move towards construction. Through the years, the developer and the City of Vancouver approached City of Camas staff in regards to supplying water to the upper elevations of the project along Streets C, D and E in the attached Columbia Palisades Master Plan as the Vancouver water system does not have high enough pressure in this area to fully serve the project. According to the Master Plan, the area in question is proposed to contain approximately 75 single-family homes and the potential for a 5-story multi-family apartment building. The City of Camas water system has adequate pressures and could be expanded to provide service to the project; however, depending on timing of development additional water sources may need to be constructed to serve this area in addition to new development within the City. In order to provide permanent water service to areas of the Master Plan, the City's Water Service Boundary must be modified, which can be accomplished through execution of the attached Interlocal agreement with the City of Vancouver.

**COUNCIL POLICY IMPLICATIONS**

This action does not contain any policy implications.

**ADMINISTRATIVE POLICY IMPLICATIONS**

This action approves a signed Interlocal Agreement between the City of Camas and the City of Vancouver that establishes a new water service boundary and Shut-Off Agreement with the City of Camas.

**COMMUNITY OUTREACH**

On September 25, 2017, the City of Vancouver Council approved the Interlocal Agreement with the City of Camas authorizing the new water service boundary adjustment. On October 2, 2017, the City of Camas Council approved the Interlocal Agreement with the City of Camas 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	
X		Action falls within existing budget capacity.
	X	Action falls within existing budget capacity but requires a change of purpose within existing appropriation
	X	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**

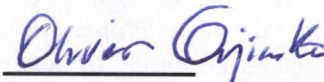
Local Fund Dollar Amount	\$0
Grant Fund Dollar Amount	\$0
Account	\$0
Company Name	

**DISTRIBUTION:**

Board staff will post all staff reports to The Grid. <http://www.clark.wa.gov/thegrid/>



Gary Albrecht, Planner III, AICP



Oliver Orjiako, Community Planning Director

Primary Staff Contact: Gary Albrecht Ext. 4318

**APPROVED:** \_\_\_\_\_  
**CLARK COUNTY, WASHINGTON**  
**BOARD OF COUNTY COUNCILORS**

DATE: 10-24-17

SR# 215-17

**APPROVED:** \_\_\_\_\_  
**Jim Rumpeltes, Interim 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

FINANCIAL  
FUNDING

**Part II: Estimated Revenues**

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total</b>	\$0	\$0	\$0	\$0	\$0	\$0

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

**Part III: Estimated Expenditures**

III. A – Expenditures summed up

Fund #/Title	FTE's	Current Biennium		Next Biennium		Second Biennium	
		GF	Total	GF	Total	GF	Total
	0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total</b>		\$0	\$0	\$0	\$0	\$0	\$0

III. B – Expenditure by object category

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
Salary/Benefits	\$0	\$0	\$0	\$0	\$0	\$0
Contractual						
Supplies						
Travel						
Other controllables						
Capital Outlays						
Inter-fund Transfers						
Debt Service						
<b>Total</b>	\$0	\$0	\$0	\$0	\$0	\$0



**INTERLOCAL AGREEMENT FOR ADJUSTING  
WATER UTILITY SERVICE BOUNDARIES AND WATER  
SERVICE SHUT OFF**

**BETWEEN**

**City of Vancouver and City of Camas**

THIS AGREEMENT, entered into by and between City of Vancouver ("Vancouver") and City of Camas ("Camas"), (hereinafter referred to collectively 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 70.116, *Public Water System Coordination Act*, and WAC 246-293-250 require development of a Coordinated Water System Plan, including establishment of service area boundaries by written agreement among purveyors; and

WHEREAS, the designation of water service area boundaries helps facilitate efficient planning and delivering of water services within Clark County, avoid unnecessary duplication of water services, and provide water operation predictability to the water purveyors, Clark County, and the residents served by the public water system; and

WHEREAS, the designation of water service area boundaries helps assure that available water supply sources of the Water Purveyors will be utilized in an efficient manner; and

WHEREAS, Vancouver and Camas entered an Interlocal Agreement for Adjusting or Confirming Future Water Utility Service Boundaries, effective January 10, 2012, which designated service area boundaries for the east boundary for Vancouver and the west boundary for Camas; and which was reviewed and approved by the Clark County Board of Commissioners pursuant to RCW 70.116.040; WAC 246-293-250; and 246-293-290; and

WHEREAS, without the installation of additional tanks and pumps, Vancouver cannot provide reliable water service at an adequate pressure to a portion of land currently located within Vancouver's water service area boundary, which is shown as the "Area Proposed to be Transferred to Camas" in Exhibit 'A' (hereinafter "Affected Area"); and

WHEREAS, Camas's water system has water supply at adequate pressure to provide the Affected Area with reliable water service; and

WHEREAS, it is in the best interests of Vancouver and Camas to make adjustments to the water service area boundaries such that Camas will now provide water service to the Affected Area; and

WHEREAS, Vancouver will provide sewer, stormwater and other municipal services within the Affected Area; and

WHEREAS, Vancouver engages in a lengthy process including multiple steps and actions to collect delinquent sewer and stormwater service charges. This process consists of the following, (1) past due reminder sent 25 days after the bill date to both the service address and the property owner of record, (2) past due final notice is sent 37 days after the bill date to both the service address and the property owner of record to notify that water service will be shut-off if payment is not received, (3) after the 45<sup>th</sup> day the account is past due, water service is shut-off, (4) after 12 months of non-payment, a notice of intent to file lien is mailed, (5) 30 days after the intent to file lien is sent, lien is filed with the Clark County Auditor and property owner notified, (8) after 24 months of non-payment, foreclosure process commences; and

WHEREAS, almost all of the delinquent sewer and stormwater service charges are paid during this lengthy collection process, and prior to the filing of a foreclosure action; and

WHEREAS, when other efforts fail, a cost effective mechanism for collecting payment of delinquent sewer and stormwater service charges is Vancouver's ability to shut off (terminate) water service to a property; and

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

### **I. Purpose**

The purpose of this Agreement is to adjust Water Service Area boundaries of the Water Purveyors that are parties to this Agreement and to provide a mechanism for shut off of water service by Camas at the request of Vancouver for delinquent sewer and/or stormwater service charges.

### **II. Effective Date**

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

### **III. Duration**

This Agreement shall remain in effect with regard to the individual Water Purveyors until terminated. Such termination shall occur through the establishment of future water service boundaries with the next update of the Coordinated Water System Plan.

#### **IV. Property**

Nothing in this Agreement shall create or transfer any interest in real or personal property among 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 under this Agreement.

#### **VI. Scope**

1. **Service Area Boundaries.** The undersigned acknowledge that the map attached to this agreement identified as Exhibit 'A' clearly identifies the current western water service boundary for Camas and eastern water service boundary for Vancouver as well as the proposed water service boundary to be established through this Agreement. In addition, Exhibits B and C identify the final service boundaries for Vancouver and Camas, respectively, which will become effective upon execution of this Agreement. This signed Interlocal Agreement verifies that there are no service area conflicts with adjacent water utilities.

2. **Boundary Adjustments.** If, at some time in the future, it is in the best interests of the undersigned parties to make service area boundary adjustments, such modifications must have the written concurrence of all involved parties and the proper legislative authority/authorities, and must be noted and filed with Clark County and Washington State Department of Health.

3. **Water Service Shut Off.** After Vancouver has completed its delinquent sewer and/or stormwater service charge collection process for property that has delinquent charges, Vancouver's Public Works Director or designee may file a written request with the Camas Public Works Director or designee to shut off water service for such property. Upon receipt of the request, the Camas Public Works Director or designee will shut off the water service following the Camas procedure and requirements for shutting off water service for nonpayment of Camas water service charges. The water service shall remain shut off until the delinquent sewer and/or stormwater service charges, plus penalties, interest and fees, have been paid in full or the property owner and Vancouver have entered into a payment arrangement. The Vancouver Public Works Director or designee shall notify the Camas Public Works Director or designee when the charges have been



paid in full or the payment arrangement has been entered into. Vancouver estimates that requests to shut off water service will be infrequent.

## **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 herein, and no prior Agreement shall be effective to the contrary.

## **XI. Counterparts**

This Interlocal Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

## **XII. 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 the Clark County Community Planning and each Water Purveyor shall retain one (1) copy. The Parties shall cause a copy of this Agreement to be recorded with the Clark County Auditor.

As specified in WAC 246-293-250, Service Area Agreements-Requirements, this Agreement shall become effective once this document is approved by the Clark County

Board of County Council. The Parties will ensure this Agreement is filed with the County auditor within five (5) days of approval by the Clark County Board of County Council.

This Interlocal Agreement for Adjusting Water Utility Service Boundaries and Water Service Shut Off is hereby approved.

CITY OF VANCOUVER

CITY OF CAMAS

By: [Signature]  
City Manager

By: [Signature]  
Mayor

Approved as to form:

Approved as to form:

[Signature]  
City Attorney

[Signature]  
City Attorney

Attest: [Signature]  
City Clerk

Attest: [Signature]  
City Clerk

APPROVED BY CLARK COUNTY BOARD OF COUNTY COUNCIL, CLARK COUNTY, WASHINGTON

[Signature]  
Marc Boldt, Chair

[Signature]  
John Blom, Councilor

[Signature]  
Jeanne E. Stewart, Councilor

[Signature]  
Eileen Quiring, Councilor

[Signature]  
Julie Olson, Councilor

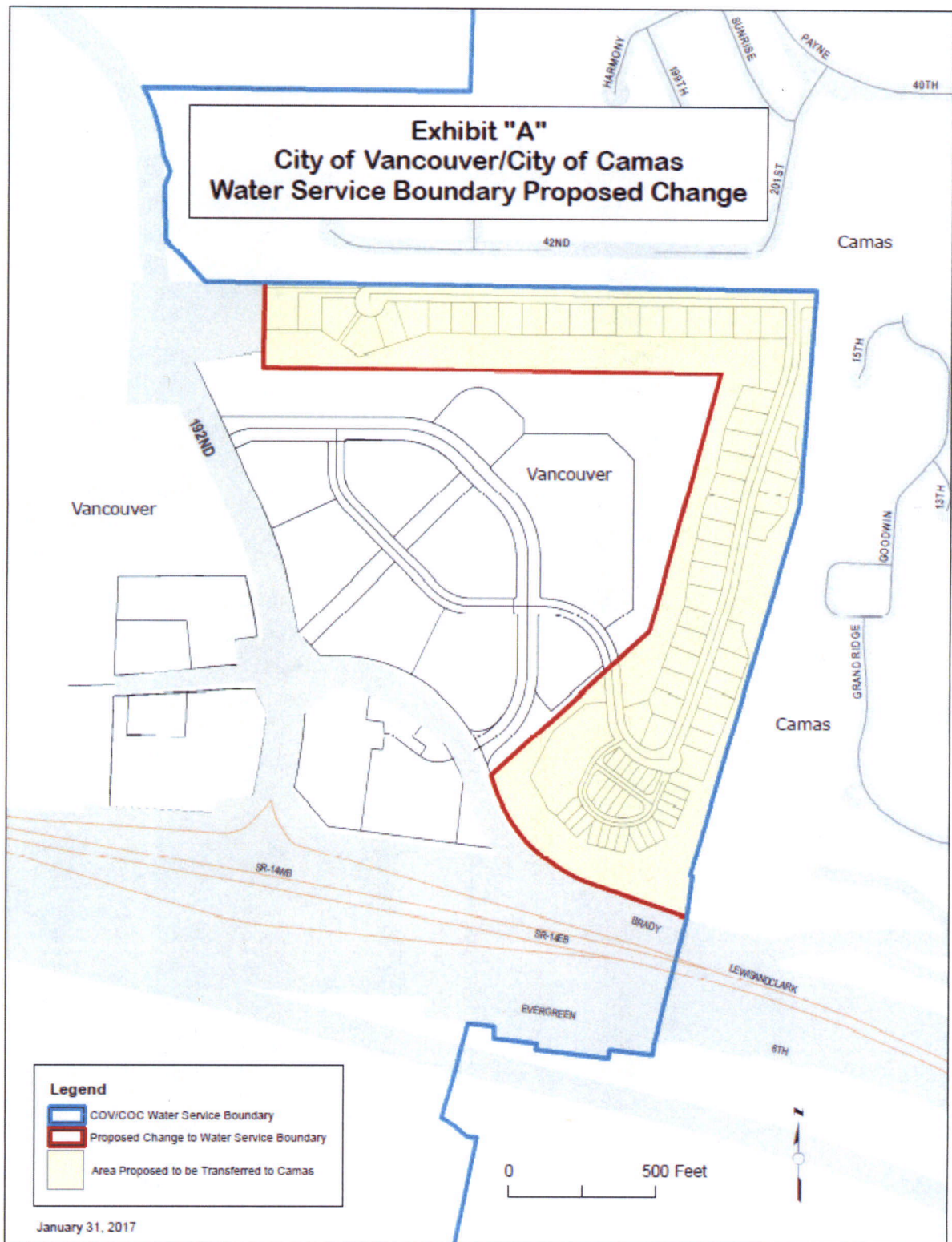
**APPROVED AS TO FORM ONLY:**  
Anthony F. Golik, Clark County Prosecutor

Resolution No.     

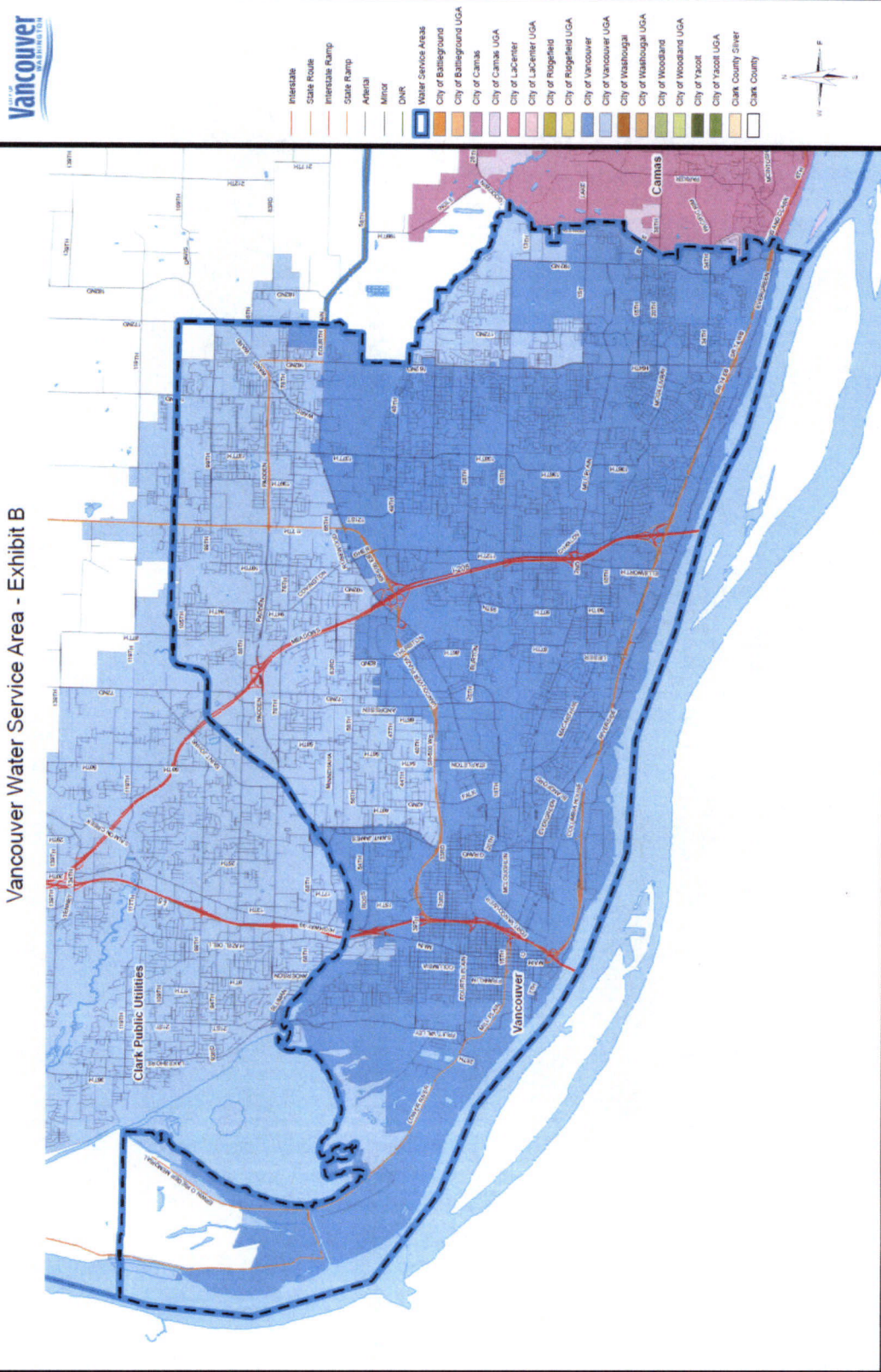
By: [Signature]  
Christine Cook, Senior Deputy Prosecuting Attorney

Date: 10-24-17





# Vancouver Water Service Area - Exhibit B



Camas Water Service Area - Exhibit C

- Interstate
- State Route
- Interstate Ramp
- State Ramp
- Arterial
- Minor
- DNR
- Water Service Areas
- City of Battleground
- City of Background UGA
- City of Camas
- City of Camas UGA
- City of LacCenter
- City of LacCenter UGA
- City of Ridgefield
- City of Ridgefield UGA
- City of Vancouver
- City of Vancouver UGA
- City of Washougal
- City of Washougal UGA
- City of Woodland
- City of Woodland UGA
- City of Yacolt
- City of Yacolt UGA
- Clark County Sewer
- Clark County

