

CITY OF WINLOCK, WASHINGTON

RESOLUTION NO. 2024-09

A RESOLUTION OF THE CITY OF WINLOCK, WASHINGTON, AUTHORIZING THE MAYOR TO ENTER INTO AN INTERLOCAL AGREEMENT WITH LEWIS COUNTY FOR THE AMOUNT OF REIMBURSEMENT THE CITY WILL PAY TO THE COUNTY FOR ROADWAY CAPITAL INVESTMENTS WITHIN THE UGA.

RECITALS:

WHEREAS, pursuant to Chapter 39.34 RCW (Interlocal Cooperation Act), governmental agencies may contract with one another to perform government functions or services which each is by law authorized to perform; and

WHEREAS, the City of Winlock desires to coordinate with Lewis County for the purpose to determine reimbursement and a payment schedule; and

WHEREAS, the City of Winlock and Lewis County, have previously entered into such agreements before for the other purposes; and

WHEREAS, the City Council, after duly considering the time, effort, and funding to be expended towards the reimbursement to Lewis County for the UGA Roadway Capital Investments, has determined that it is in the City's best interest to enter into the Interlocal Agreement between the City and Lewis County; and

WHEREAS, the City Council desires to enter into such an agreement for the purpose of reimbursing Lewis County for UGA Roadways.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WINLOCK, WASHINGTON, DO RESOLVE AS FOLLOWS:

Section 1. The Mayor is authorized to execute and enter into the interlocal agreement with Lewis County, which is attached as Exhibit A, and forming a part of this Resolution.

PASSED by the City Council of the City of Winlock, Washington, and APPROVED by its Mayor, at a regularly scheduled open public meeting thereof this 13TH day of MAY, 2024.



Brandon Svenson, Mayor

Attest:


Penny Jo Haney, Clerk

Approved as to form and content:



Marissa Y. Jay, WSBA #55593
City Attorney

Exhibit "A"

FIRST AMENDMENT TO THE INTER-LOCAL COOPERATION AGREEMENT

This FIRST AMENDMENT TO THE INTER-LOCAL COOPERATION AGREEMENT by and between LEWIS COUNTY, a political subdivision of the State of Washington ("County"), and CITY OF WINLOCK, a political subdivision of the State of Washington ("City"), is entered into by said parties and is effective as of June 1, 2024.

RECITALS

WHEREAS:

A. County and City entered into that certain INTER-LOCAL COOPERATION AGREEMENT to address joint management of City's urban growth area ("UGA") on or about June 26, 2006 ("ILA");

B. Section 11 of the ILA sets forth that upon City's future annexation of property within the UGA, City and County were to negotiate the amount of reimbursement City would pay to County for roadway Capital Investments (as such term is defined in the ILA) within the UGA;

C. City recently completed annexation of certain real property within its urban growth area thereby triggering the parties' obligation to negotiate pursuant to Section 11 of the ILA; and

D. County and City have negotiated and agreed upon the Reimbursement Amount (as such term is defined below), the timing of its payment, and a change to the revenue sharing for County road funds.

NOW THEREFORE, in consideration of the above stated Recitals and mutual agreements set forth herein, County and City agree to and hereby do amend the ILA as follows:

1. The above Recitals are incorporated into this First Amendment;
2. Pursuant to Section 11 of the ILA, County and City agree that the amount of reimbursement by City to County for County's prior roadway Capital Investments within the UGA is \$478,914.00 ("**Reimbursement Amount**"). City shall reimburse County the Reimbursement Amount in six (6) annual payments: the first payment of \$60,000.00 no later than June 30, 2024; the second payment of \$60,000.00 no later than June 30, 2025; the third payment of \$75,000.00 no later than June 30, 2026; and the fourth payment of \$90,000.00 no later than June 30, 2027; and the fifth payment of \$96,957.00 no later than June 30, 2028; and the sixth payment of \$96,957.00 no later than June 30, 2029. Provided, the City shall have the option to pay said amounts earlier or in greater amount than required.
3. Section 12 of the ILA is amended so that a) all of the County road fund revenues collected by County in the calendar year 2024 pertaining to the annexed property shall be retained by the County; and b) thereafter all of the County road fund revenues collected by County shall be paid to City at the same times as is usual and customary.

4. The requirement set forth in Section 17 of the ILA that any amendment thereto to be presented in a strikethrough and underlined format is waived concerning this First Amendment.


In witness whereof, the undersigned have executed this First Amendment as of the date first written above.

LEWIS COUNTY:

By: 

Its: Chair, LC BOCC

Approved as to Form:


Deputy Prosecuting Attorney

CITY OF WINLOCK:

By: 

Its: Mayor

Approved as to Form:


City Attorney