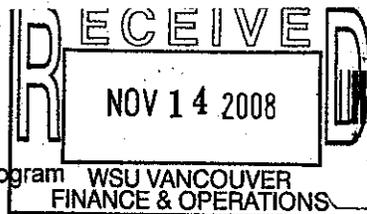


CLARK COUNTY
STAFF REPORT



DEPARTMENT/DIVISION: Department of Public Works/Transportation Program

DATE: October 31, 2008

SPECIFIC REQUEST: Consider Approval of the attached Resolution and Amended Developer Agreement between Washington State University - Vancouver and Clark County.

CHECK ONE: Consent Hearing Chief Administrative Officer

BACKGROUND: Clark County staff has been working with Washington State University - Vancouver (WSUV) for the past six months to prepare an Amendment to the Developer Agreement that was previously approved by the Board of Commissioners on January 26, 1999. The purpose of this amendment is to update the existing agreement to reflect the revised master plan for the Vancouver campus that was adopted by the County in June 2007. The key points in the Amended Developer Agreement include:

1. WSUV will receive an additional trip allocation of 1,267 PM Peak Hour trips in addition to the reserved 1,149 trips in the original Developer Agreement. This retains a corridor speed above the required 10 MPH in the Salmon Creek Avenue Concurrency corridor as required by the "Mitigated Level of Service for Master Plan Developments" standard.
2. WSUV is currently in compliance with the Family Wage Job code section as defined in Section 40.350.020 (P).
3. WSUV will be responsible to comply with the current Concurrency Ordinance which requires funding signalization projects at the failing intersections located at NE 119th Street/Salmon Creek Avenue and NE 119th Street/NE 50th Avenue.
4. WSUV agrees to provide additional right-of-way for the future realignment of Salmon Creek Avenue.
5. WSUV agrees to continue their commitment to commute trip reduction and to maintain Family Wage Job compliance.

COMMUNITY OUTREACH: Staff has had numerous meetings with Washington State University - Vancouver. A Notice of Public Hearing was advertised in the Columbian Newspaper. No other community outreach has been conducted.

BUDGET AND POLICY IMPLICATIONS: The primary public policy issue associated with the proposed amendment involves the situation where the County is not able to move Phase 2 of the Salmon Creek Interchange Project (SCIP) into "reasonably funded" status within the next ten years. The capacity provided by that improvement at the I-205/134th Street interchange is critical to the successful long-term operations of the Salmon Creek Avenue Concurrency corridor. Modeling projections indicate that with that improvement operational, there is adequate capacity available to serve both the additional WSUV traffic and traffic from the other developments in the area. Conversely, the modeling is indicating that if Phase 2 does not reach "reasonably funded" status in about ten years, then there will not be adequate capacity to serve non-WSUV growth in their area.

FISCAL IMPACTS: Yes (see Fiscal Impacts Attachment) No

ACTION REQUESTED: It is requested that the Board of County Commissioners consider approval of the attached Resolution and Amended Developer Agreement with Washington State University - Vancouver.

DISTRIBUTION: Please provide a copy of the approved staff report and Resolution indicating the Board's action to Public Works Administration.

Steven C. Schulte
Steven Schulte, P.E.
Transportation Program Manager

APPROVED: NOV 5, 2008
CLARK COUNTY, WASHINGTON
BOARD OF COMMISSIONERS

Peter Capell
Peter Capell, P.E.
Director of Public Works/County Engineer

SCS/PC/TE/scw
c: Steven Schulte, Tahanni Essig, PW Records
Attachments: Resolution and Amended Developer Agreement



PW 08-118

**RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:**

LeAnne M. Bremer, Attorney
Miller Nash LLP
500 East Broadway, Suite 400
PO Box 694
Vancouver, WA 98666-0694

Grantor	:	Clark County, Washington
Grantee	:	Washington State University
Abbreviated Legal	:	Section 24 T3N R1E WM
Assessor's Tax Parcel Nos.	:	185948-000; 185964-000; 185983-000; 185994-000; 186017-000; 181684-000
Prior Excise Tax No.	:	NA
Other Reference No(s).	:	NA

**AMENDMENT TO DEVELOPMENT AGREEMENT
BETWEEN WASHINGTON STATE UNIVERSITY AND CLARK COUNTY,
WASHINGTON**

- 1. Effective Date NOV-5, 2008
- 2. Parties Clark County, Washington, a political subdivision of the State of Washington (Clark County); and

Washington State University, a State Institution of Higher Education (WSU).

3. Recitals

3.1 WSU and Clark County entered into a Development Agreement dated January 26, 1999, applicable to the 1995 WSU Vancouver Campus Master Plan, as amended, attached as Exhibit A.

3.2 One of the purposes of the Development Agreement was to reserve 1,149 AM and PM peak hour trips for the WSU Vancouver Campus in order for WSU to meet concurrency under Chapter 12.40 of the former Clark County Code.

3.3 The Development Agreement does not preclude the allocation of additional capacity for additional development incorporated into the Master Plan, and that WSU could be allocated additional capacity, after utilizing the trips reserved in the Development Agreement, that would be available under application and qualification of the Mitigated LOS for Master Planned Developments (formerly known as Mitigated "D" level of service) to those developments within the Master Plan.

3.4 Section 12 of the Development Agreement specifically allows WSU to elect to qualify for Mitigated LOS for Master Planned Development status either based on existing code requirements as of December 30, 1997 (former Chapter 12.40 CCC, as amended by Ordinance 1997-12-48), or based on future code requirements that are in effect at the time WSU requests the additional AM and/or PM peak hour trips.

3.5 On June 5, 2007, the Clark County Hearings Examiner approved a Master Plan Update for the WSU Vancouver campus. The Master Plan Update anticipates campus development through approximately 2023 with total gross square footage for the entire Master Plan of 1,265,500 square feet (inclusive of the prior approved Master Plan).

3.6 Parametrix, Inc. performed an updated trip generation analysis for the additional square footage added to the Master Plan and has determined that WSU will generate an additional 1,361 AM and 1,361 PM peak hour trips, over and above the 1,149 AM and PM peak hour trips reserved in the Development Agreement.

3.7 Of the 1,149 PM peak hour trips reserved in the Development Agreement, currently 227 PM peak hour trips are available to WSU based on what has been permitted under the Master Plan.

3.8 There is presently planned and funded a Salmon Creek Interchange Project (SCIP), Phase I, which Clark County projects will add capacity to the Salmon Creek corridor. Accordingly, additional trips would be available in the Salmon Creek corridor after application of the Mitigated LOS for Master Planned Developments.

3.9 The current Clark County concurrency ordinance, UDC 40.350.020(K), allows for the reservation of trip capacity in a development agreement for preferred land uses if the Board of County Commissioners finds that there is a significant public interest or need to provide for the preferred land use.

3.10 Since WSU has already obtained approval of its Master Plan for the growth of its campus, WSU desires certainty that it will be able to implement its Master Plan Update and be allocated additional trips over and above the trips reserved in the existing Development Agreement.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

4. WSU Eligibility for Additional Trips-Preferred Use. Under the current Clark County concurrency ordinance, Section 40.350.020(K) UDC, the current Development Agreement does not preclude allocation of additional trip capacity if the Board of County Commissioners determines that it is a preferred land use. The Board of County Commissioners finds that WSU is a preferred use for these reasons:

4.1 It provides for the higher educational needs of the citizens of Clark County;

4.2 It is a family wage employer as demonstrated by the analysis in Exhibit B;

4.3 It has been selected as an innovation zone to educate a workforce, attract high technology industries in southwest Washington, and support existing industries in the area; and

4.4 It will continue to expand educational programs and develop new programs to meet the education needs of southwest Washington residents.

5. WSU Eligibility for Additional Trips-Mitigated LOS for Master Planned Developments. WSU is also entitled to additional trip capacity for its Master Plan Update if it qualifies for Mitigated LOS for Master Planned Developments under the 1997 concurrency ordinance or the current concurrency ordinance. The Board of County Commissioners finds that WSU qualifies for Mitigated LOS for Master Planned Developments for these reasons:

5.1 It provides for family wage jobs as defined in Section 40.350.020(P) UDC and as demonstrated in Exhibit B;

5.2 It is approved for master plan development under Section 40.230.050 UDC for properties zoned university (U);

5.3 It is served by the Salmon Creek corridor which incorporates measures to mitigate traffic congestion, such as traffic signal coordination; and

5.4 It has demonstrated a commitment to commute trip reduction as demonstrated in Exhibit C.

6. Election of Concurrency Ordinance. Pursuant to its option in the Development Agreement, WSU elects and is subject to the current Clark County concurrency ordinance, which states that Mitigated LOS for Master Planned Developments means that the LOS standards shown in Table 40.350.020-1 UDC shall be reduced by three (3) mph for those proposed developments that the Public Works director determines comply with the mitigated LOS standards for master planned developments pursuant to Section 40.350.020(O) UDC. WSU may elect to qualify for Mitigated LOS for Master Planned Developments based on future code requirements that may be in effect at the time additional AM or PM peak hour trips are requested.

7. Utilization of Existing Capacity. The parties agree that before application of the Mitigated LOS for Master Planned Development standards and before encumbering capacity created by the SCIP Phase I improvement, WSU must first utilize the remaining trips reserved to it under the Development Agreement. Once those trips are utilized, WSU will be entitled to utilize the additional trips reserved in this Amendment in phases at the time WSU files site plan applications for new uses proposed in and consistent with the Master Plan.

8. Concurrency Determination. Clark County finds that WSU is entitled to 1267 additional AM and PM peak hour trips, over and above the 1,149 AM and PM peak hour trips reserved in the Development Agreement, and accordingly meets concurrency for proposed development described in its Master Plan Update up to this trip limit for the term of the Agreement and that additional concurrency review is not required during subsequent site plan review or other land application processes for the proposed development in the Master Plan Update, for these reasons:

8.1 It qualifies for Mitigated LOS for Master Planned Developments as described in Section 5 of this Amendment; and

8.2 WSU has committed to undertake the following capital improvements to the transportation system in the vicinity of the WSU campus and Salmon Creek corridor:

8.2.1 Install a traffic signal at the main campus entrance, and ensure it is synchronized with the other signals on NE 134th Street, when Clark County determines that signal warrants are met during the site plan review process for any proposed development within the Master Plan, or sooner at WSU's option.

8.2.2 Provide a left turn storage lane at NE Salmon Creek Avenue and NE 134th Street intersection when Clark County determines during site plan review that this improvement is necessitated by a proposed development within the Master Plan, or sooner at WSU's option.

8.2.3 Clark County desires to realign NE Salmon Creek Avenue to remove it from the 100 year flood plain and flood way of Salmon Creek. As a significant portion of the current Salmon Creek Avenue alignment is currently outside of the 100 year flood plain and flood way, it is assumed that right-of-way dedication would parallel the existing road alignment in this area. It is anticipated that the right-of-way for this realigned roadway will be up to 80 feet in width. Accordingly, when Clark County is prepared to construct the realigned roadway, and assuming WSU and Clark County agree on the width and location of the alignment, WSU will provide up to an 80 foot right-of-way dedication to accommodate the construction of the roadway. WSU and Clark County agree to make best efforts to conceptually identify this future roadway corridor on the WSU property and locate it above and outside of the flood plain and floodway. WSU and Clark County further agree to complete this work within one year from the effective date of this Development Agreement. In the event of an agreement on the width and location of the future roadway, WSU agrees to preserve the identified right-of-way corridor for its future use as a public roadway during the term of this Agreement.

8.2.4 Concurrency analysis indicates that the additional trips provided for under this Amendment necessitate that traffic signalization improvements be made at two offsite intersections of regional significance - NE 119th Street/Salmon Creek Avenue and 119th Street/50th Avenue. WSU agrees to develop preliminary designs and installation cost estimates for both signalization projects within 90 days from the effective date of this Amendment. Additionally, WSU agrees to pursue funding for both projects immediately following adoption of this Amendment. WSU agrees to be responsible for the funding of both signalization projects and agrees that both traffic signals will be operational prior to use of any of the additional trips being provided for under this Amendment. In the event that a third party developer(s) is required to install either or both of the signalization projects prior to the WSU funding becoming available, WSU agrees to enter into an agreement with the party(ies) under which WSU would be responsible for the funding of the improvement(s).

8.3 Given the extensive frontage that WSU Property has on NE 50th Avenue, NE 29th Avenue and Salmon Creek Avenue, Clark County agrees to process road modification requests to waive frontage improvements to these roads and not require WSU to construct these improvements as a condition of site plan approval for any proposed development within the

approved Campus Master Plan. Instead, subject to the provisions of Section 8.2.3, WSU agrees to dedicate additional right-of-way along these road frontages according to adopted Clark County Road Standards at the time Clark County has secured funding and is undertaking road improvements to NE 50th Avenue, NE 29th Avenue or Salmon Creek Avenue.

8.4 WSU acknowledges that, as a condition of site plan approval for any proposed development within the Master Plan, WSU may be required to undertake safety improvements to the transportation system but only if it is demonstrated that WSU is proposing a development that would cause or materially aggravate a significant traffic or safety hazard under UDC 40.350.030B(6)(a).

8.5 Clark County agrees to use best efforts to notify WSU when the improvements listed in Section 8.2 will be required to allow WSU to seek legislative budget approval in a timely manner.

8.6 WSU reserves the right to seek another access to Salmon Creek Avenue during any future site plan review or other land use application process and this right of application will not be affected by the dedication of right-of-way for Salmon Creek Avenue specified in Section 8.2.3.

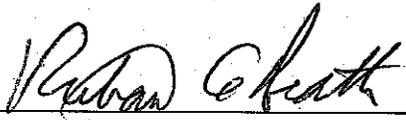
8.7 Clark County acknowledges that WSU will be entitled to transportation impact fee credits for the dedication of land for or the construction of any system improvements included in the County's capital facilities plan.

9. WSU's Continuing Commitment. In order to remain eligible for the trips described in Section 8 of this Amendment, WSU will demonstrate that it will continue to provide an opportunity to create and maintain family wage jobs pursuant to Section 12 of the Development Agreement and UDC 40.350.020(P), and WSU will continue its commitment to commute trip reduction pursuant to Section 13 of the Development Agreement and Chapter 5.50 UDC

10. Public Hearing. The Board of County Commissioners has approved execution of this Amendment by resolution after public hearing held on November 5, 2008.

11. Effect of Amendment. This Amendment amends the Development Agreement and except as otherwise modified in this Amendment, the terms of the Development Agreement remain in effect for the term of the Development Agreement. In the event of conflict between a term of this Amendment and a term of the Development Agreement, the term of the Amendment controls.

SIGNATURES ON FOLLOWING PAGE

<p>WASHINGTON STATE UNIVERSITY</p> <p></p> <p>By: <u>Richard A. Heath</u> Title: <u>Assoc. VP for Business Affairs</u> Date: <u>DEC. 4, 2008</u></p>	<p>WASHINGTON STATE UNIVERSITY</p> <p>Recommended by:</p> <p></p> <p>By: <u>Harold A. Dengerink</u> Title: <u>Chancellor</u> Date: <u>11/17/08</u></p>
<p>CLARK COUNTY, WASHINGTON</p> <p></p> <p>By: <u>BETTY SUE MORRIS</u> Title: <u>CHAIR, BOCC</u> Date: <u>NOV. 5, 2008</u></p>	<p>CLARK COUNTY, WASHINGTON</p> <p>By: _____ Title: _____ Date: _____</p>
<p>CLARK COUNTY, WASHINGTON</p> <p>By: _____ Title: _____ Date: _____</p>	<p>Approved as to form only:</p> <p>By:  <u>Deputy Prosecuting Attorney</u></p>

NOTARY PARAGRAPHS ON FOLLOWING PAGES

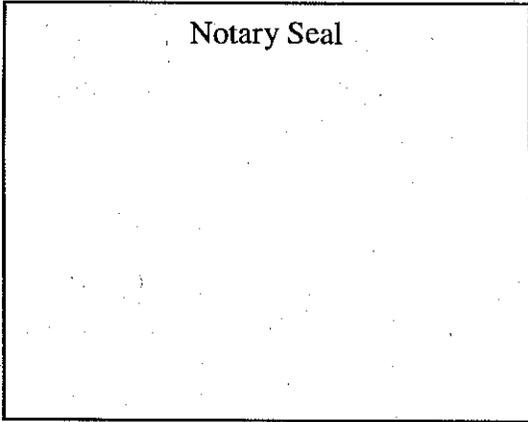
State of Washington)

) ss.

County of Clark)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of Washington State University to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____, 2008.



Notary Public for Washington

Name of Notary
My appointment expires: _____

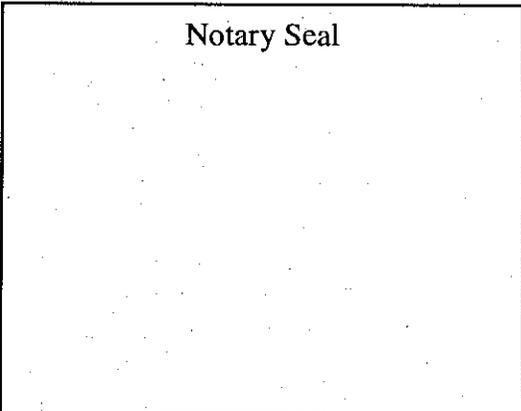
State of Washington)

) ss.

County of Clark)

I certify that I know or have satisfactory evidence that Harold A. Dengerink is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Campus Executive Officer of Washington State University to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____, 2008.



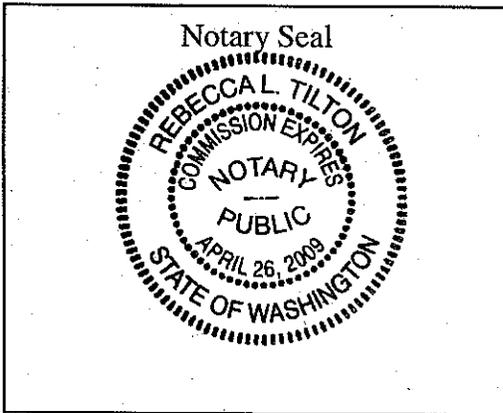
Notary Public for Washington

Name of Notary
My appointment expires: _____

State of Washington)
) ss.
County of Clark)

I certify that I know or have satisfactory evidence that BETTY SUE MORRIS is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the BOCC CHAIR of Clark County, Washington to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: Nov. 5, 2008.

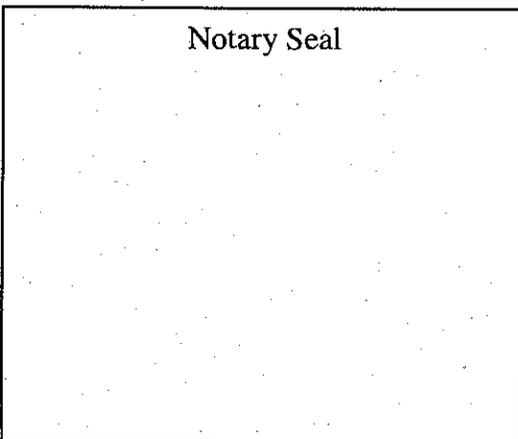


Rebecca L. Tilton
Notary Public for Washington
REBECCA L. TILTON
Name of Notary
My appointment expires: 4/26/09

State of Washington)
) ss.
County of Clark)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of Clark County, Washington to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____, 2008.



Notary Public for Washington

Name of Notary
My appointment expires: _____

**EXHIBIT A
DEVELOPMENT AGREEMENT**
