

RESOLUTION **2015 931**

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING AN INTERLOCAL AGREEMENT WITH THE CITY OF PROSSER CONCERNING A REVISION OF THE CITY OF PROSSER'S CORPORATE BOUNDARY

WHEREAS, RCW 35A.21.210 authorizes code cities and counties to revise any part of a corporate boundary of a city which "coincides with the centerline, edge, or any portion of public street, road or highway right of way by substituting therefor a right of way line of the same public street, road or highway so as fully to include or fully to exclude that segment of the public street, road or highway from the corporate limits of the city"; and

WHEREAS, Benton County owns a right of way the edge of which abuts the City limits of the City of Prosser; and

WHEREAS, the right of way should have been included with previous annexations but was erroneously excluded from those annexations; and

WHEREAS, the City of Prosser desires to own the right of way and Benton County desires to transfer the right of way to the City of Prosser; and

WHEREAS, the City of Prosser and Benton County have the authority to enter into this agreement pursuant to RCW Chapter 39.34 and RCW 35A.21.210; **NOW, THEREFORE**,

BE IT RESOLVED that the Interlocal Agreement - Revision of Corporate Boundary with the City of Prosser be approved and the Chairman of the Board of Benton County Commissioners is authorized to sign said agreement.

Dated this 22nd day of December 2015.

JEROME DELVIN - ABSENT

Chairman



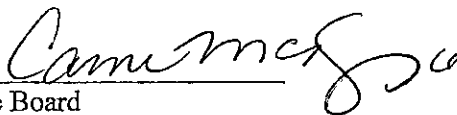
Chairman Pro-Tem



Member

Attest: _____

Clerk of the Board



Constituting the Board of County
Commissioners of Benton County,
Washington

**INTERLOCAL AGREEMENT
CITY OF PROSSER ----- COUNTY OF BENTON
REVISION OF CORPORATE BOUNDARY**

WHEREAS, RCW 35A.21.210 authorizes code cities and counties to revise any part of a corporate boundary of a city which "coincides with the centerline, edge, or any portion of a public street, road or highway right of way by substituting therefor a right of way line of the same public street, road or highway so as fully to include or fully to exclude that segment of the public street, road or highway from the corporate limits of the city"; and

WHEREAS, Benton County (hereafter Country) owns a right of way the edge of which abuts the City limits of the City of Prosser (City) which is legally described on exhibit "A" attached hereto and incorporated herein by reference (hereafter right of way); and

WHEREAS, the right of way should have been included with previous annexations but was erroneously excluded from those annexations; and

WHEREAS, the City desires to own the right of way and the County desires to transfer the right of way to City; and

WHEREAS, the City and the County have the authority to enter into this agreement pursuant to Chapter 39.34 RCW and 35A.21.210 RCW;

NOW THEREFORE, City and County agree as follows:

1. City shall pass an Ordinance in the form attached hereto as exhibit "B" revising the City's corporate boundary by authority of this agreement to include the property described on exhibit "A".
2. County shall pass a Resolution in the form attached hereto as exhibit "C" approving the City's Ordinance revising its corporate limits to include the properties listed on exhibit "A".
3. The revision of the City's corporate boundary will not become effective until the County's Resolution is passed by the Benton County Commissioners.
4. The Mayor of City and the County Engineer of County are jointly designated as responsible for implementing and administering this agreement.
5. The City and County will not acquire any joint property pursuant to this agreement.
6. The purpose of this agreement is to include right of way currently in Benton County within the jurisdictional limits of the City of Prosser.

7. Should a dispute arise regarding this agreement, the parties hereto shall first meet and attempt in good faith to resolve their differences. In the event that is unsuccessful, then the parties shall submit this matter to binding arbitration in accordance with the rules of the American Arbitration Association.
8. The parties agree that the revision to City's corporate boundary is not subject to review by the Benton County Boundary Review Board.
9. This agreement may be amended or modified only by written agreement duly executed by the parties hereto. This agreement is executed in duplicate originals. One original shall go to each party. The City shall record this agreement with the Benton County Auditor after it has been approved by City and County.

DATED:

COUNTY BY:

CITY BY:

 CHAIR OF THE BENTON COUNTY
 BOARD OF COMMISSIONERS

Paul Warden

 PAUL WARDEN, MAYOR

ATTEST:

ATTEST:

 CLERK OF THE BOARD

Rachel M Shaw

 RACHEL SHAW, CITY CLERK

APPROVED AS TO FORM:

APPROVED AS TO FORM:

[Signature]

 DEPUTY PROSECUTING ATTORNEY

[Signature]

 HOWARD SAXTON, CITY ATTORNEY

7. Should a dispute arise regarding this agreement, the parties hereto shall first meet and attempt in good faith to resolve their differences. In the event that is unsuccessful, then the parties shall submit this matter to binding arbitration in accordance with the rules of the American Arbitration Association.
8. The parties agree that the revision to City's corporate boundary is not subject to review by the Benton County Boundary Review Board.
9. This agreement may be amended or modified only by written agreement duly executed by the parties hereto. This agreement is executed in duplicate originals. One original shall go to each party. The City shall record this agreement with the Benton County Auditor after it has been approved by City and County.

DATED:

COUNTY BY:



 CHAIR OF THE BENTON COUNTY
 BOARD OF COMMISSIONERS

CITY BY:



 PAUL WARDEN, MAYOR

ATTEST:



 CLERK OF THE BOARD

ATTEST:




 RACHEL SHAW, CITY CLERK

APPROVED AS TO FORM:

 DEPUTY PROSECUTING ATTORNEY

APPROVED AS TO FORM:



 HOWARD SAXTON, CITY ATTORNEY

EXHIBIT "A"

DESCRIPTION OF RIGHT OF WAY TO BE ANNEXED

Area 1:

All of Old Inland Empire Highway Right-of-way located West of Wamba Road and East of Wine Country Road.

Area 2:

All of the Wine Country Road right of way beginning at the northwest most limits of the City of Prosser, through and including the intersection of Merlot Drive, Wine Country Road and Gap Road together with all of the Gap Road right of way beginning at said intersection and continuing north to the right of way for Interstate 82.

Together with all of the Wine Country Road/County Route 12 right of way beginning at the intersection of Merlot Drive, Wine Country Road and Gap Road and heading northwest through the 275 feet radius curve and continuing along the centerline of Wine Country Road/County Route 12, 1640 feet more or less to the western most limits of the western most limits of the City of Prosser.

EXHIBIT "B"

CITY OF PROSSER, WASHINGTON

ORDINANCE NO.

AN ORDINANCE REVISING THE CORPORATE BOUNDARY OF THE CITY OF PROSSER TO INCLUDE A PORTION OF THE FOLLOWING STREETS: WINE COUNTRY ROAD, THE WINE COUNTRY ROAD MERLOT DRIVE INTERSECTION, AND OLD INLAND EMPIRE HIGHWAY. THE ORDINANCE ALSO DECLARES THAT THE PROVISIONS OF THE ORDINANCE ARE SEVERABLE FROM ONE ANOTHER AND SETS FORTH THE EFFECTIVE DATE OF THE ORDINANCE AND PROVIDES FOR PUBLICATION BY SUMMARY.

THE CITY COUNCIL OF THE CITY OF PROSSER, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Recitals

WHEREAS, The City of Prosser and the County of Benton have entered into an Interlocal Agreement for the revision of the corporate boundary of the City of Prosser (hereinafter Interlocal Agreement); and

AND WHEREAS, the City of Prosser must pass an Ordinance to revise its corporate limits in compliance with the Interlocal Agreement; and

WHEREAS, this action is exempt from review under the State Environmental Policy Act (RCW 43.21C.222) and is exempt from review by the Benton County Boundary Review Board pursuant to RCW 35A.21.210; and

WHEREAS, the revision of the corporate boundary of the City of Prosser to include the property described below is consistent with the City's Comprehensive Plan since the adjusted area is within the City's Urban Growth Area and inclusion of the roadway within the City Limits will foster economic growth in the City.

Section 2. The corporate limits of the City of Prosser are hereby revised to include the following described real property which consists of roadway and road right-of-way:

Area 1:

All of Old Inland Empire Highway Right-of-way located West of Wamba Road and East of Wine Country Road.

Area 2.

All of the Wine Country Road right of way beginning at the northwest most limits of the City of Prosser, through and including the intersection of Merlot Drive, Wine Country Road and Gap Road together with all of the Gap Road right of way beginning at said intersection and continuing north to the right of way for Interstate 82.

Together with all of the Wine Country Road/County Route 12 right of way beginning at the intersection of Merlot Drive, Wine Country Road and Gap Road and heading northwest through the 275 foot radius curve and continuing along the centerline of Wine Country Road/County Route 12, 1640 feet more or less to the western most limits of the western most limits of the City of Prosser.

Section 3. All property within the revised corporate boundary shall be assessed and taxed at the same rate and on the same basis as property within the City, including assessments for taxes and payment of any bonds issued or debts contracted prior to or existing as of the date of annexation and be further subject to the indebtedness of the City of Prosser.

Section 4. From and after the effective date of this ordinance, the above described property shall be subject to all of the laws and ordinances then and thereafter in force and effect of the City of Prosser.

Section 5. SEVERABILITY. The provisions of this ordinance are hereby declared to be severable. If any section, subsection, sentence, clause, or phrase of this ordinance or its application to any person or circumstance is for any reason held to be invalid or unconstitutional, the remainder of this ordinance shall not as a result of said section, subsection, sentence, clause,

or phrase be held unconstitutional or invalid.

Section 6. This ordinance shall take effect five (5) days after passage and publication of an approved summary thereof consisting of the title.

PASSED by the City Council and **APPROVED** by the Mayor, this ____ day of _____, 2015.

MAYOR

ATTEST:

CITY CLERK, RACHEL SHAW

Approved as to form:

CITY ATTORNEY, HOWARD SAXTON

Date of Publication: _____

SUMMARY OF ORDINANCE NO. 15-_____

of the City of Prosser, Washington

On the ____ day of _____, 2015, the City of Prosser, Washington, passed Ordinance No. _____. A summary of the content of said ordinance, consisting of the title, provides as follows:

AN ORDINANCE REVISING THE CORPORATE BOUNDARY OF THE CITY OF PROSSER TO INCLUDE A PORTION OF THE FOLLOWING STREETS: WINE COUNTRY ROAD, THE WINE COUNTRY ROAD MERLOT DRIVE INTERSECTION, AND OLD INLAND EMPIRE HIGHWAY. THE ORDINANCE ALSO DECLARES THAT THE PROVISIONS OF THE ORDINANCE ARE SEVERABLE FROM ONE ANOTHER AND SETS FORTH THE EFFECTIVE DATE OF THE ORDINANCE AND PROVIDES FOR PUBLICATION BY SUMMARY.

The full text of this Ordinance will be mailed upon request.

DATED this ____ day of _____, 2015

CITY CLERK, RACHEL SHAW

Date of Publication: _____

EXHIBIT "C"

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY,
WASHINGTON:

IN THE MATTER OF COUNTY ROADS, RE: INTERLOCAL AGREEMENT, CITY OF PROSSER - COUNTY OF BENTON, REVISION OF CORPORATE BOUNDARY

WHEREAS, Benton County is the owner of right of way adjacent to the City of Prosser commonly known as a portion of Old Inland Empire Highway, Wine Country Road, and the Wine Country Road/Merlot Drive Intersection to the turn back line, and

WHEREAS, said right of way includes portions of Wine Country Road, the Wine Country Road Merlot Drive Intersection, Old Inland Empire Highway described below, and

WHEREAS, an Interlocal Agreement is recommended by the Director of Public Works and has been Approved as to form by the Prosecuting Attorney's Office,

NOW, THEREFORE, BE IT RESOLVED that the Interlocal Agreement, City of Prosser - County of Benton, Revision of Corporate Boundary be approved and the Chairman of the Board of County Commissioners is hereby authorized to sign said Agreement on behalf of Benton County.

Be it further resolved that the City of Prosser's Ordinance Number 15-_____ is hereby approved and the corporate boundary of the City of Prosser is revised to include the real property described as follows:

Area 1:

All of Old Inland Empire Highway Right-of-way located West of Wamba Road and East of Wine Country Road.

Area 2:

All of the Wine Country Road right of way beginning at the northwest most limits of the City of Prosser, through and including the intersection of Merlot Drive, Wine Country Road and Gap Road together with all of the Gap Road right of way beginning at said intersection and continuing north to the right of way for Interstate 82.

Together with all of the Wine Country Road/County Route 12 right of way beginning at the intersection of Merlot Drive, Wine Country Road and Gap Road and heading northwest through the 275 feet radius curve and continuing along the centerline of Wine Country Road/County Route 12, 1640 feet more or less to the western most limits of the western most limits of the City of Prosser.

Dated this ____ Day of _____, 2015.

Chairman

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington