

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
LEWIS COUNTY, WASHINGTON**

**IN THE MATTER OF:**

RESOLUTION NO. 24-162

AMEND INTERLOCAL AGREEMENT WITH  
WINLOCK REGARDING CITY APPLICATION OF  
LAND USE REGULATIONS WITHIN THE WINLOCK  
UGA

**WHEREAS**, the Lewis County Board of County Commissioners approved an interlocal agreement (ILA) with Winlock regarding city application of land use regulations within the Winlock UGA via Resolution 06-206 on June 26, 2006, and amended it via Resolution 20-230 on July 9, 2020; and

**WHEREAS**, the ILA established the process by which Winlock would pay Lewis County for roadway Capital Investments if the city were to annex property within the urban growth area (UGA) in the future; and

**WHEREAS**, Lewis County and Winlock have negotiated a reimbursement amount, payment parameters and revenue-sharing procedures in response to Winlock's recently completed annexation of certain real property within its UGA; and

**WHEREAS**, it is in the public's best interest for the city and county to amend the ILA to address the negotiated changes.

**NOW THEREFORE BE IT RESOLVED** that the BOCC hereby approves an amendment to the ILA with Winlock, attached hereto as Exhibit A.

DONE IN OPEN SESSION this 21st day of May, 2024.

APPROVED AS TO FORM:  
Jonathan Meyer, Prosecuting Attorney

BOARD OF COUNTY COMMISSIONERS  
LEWIS COUNTY, WASHINGTON

David Bailey  
By: David Bailey,  
Chief Civil Deputy Prosecuting Attorney

Scott J. Brummer  
Scott J. Brummer, Chair

ATTEST:



Lindsey R. Pollock, DVM  
Lindsey R. Pollock, DVM, Vice Chair

Rieva Lester, CMC  
Rieva Lester, CMC,  
Clerk of the Lewis County Board of  
County Commissioners

Sean D. Swope  
Sean D. Swope, Commissioner

## 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.

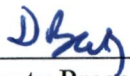
In witness whereof, the undersigned have executed this First Amendment as of the date first written above.

**LEWIS COUNTY:**

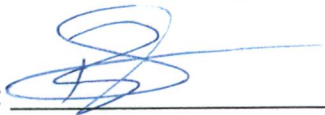
By: 

Its: Chair, LC BOCC

Approved as to Form:

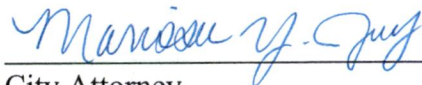
  
Deputy Prosecuting Attorney

**CITY OF WINLOCK:**

By: 

Its: Mayor

Approved as to Form:

  
City Attorney



## **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.

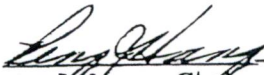
PASSED by the City Council of the City of Winlock, Washington, and APPROVED by its Mayor, at a regularly scheduled open public meeting thereof this 13TH day of MAY, 2024.



Brandon Svenson, Mayor

Attest:

Approved as to form and content:



Penny Jo Haney, Clerk



Marissa Y. Jay, WSBA #55593  
City Attorney

# Exhibit "A"

## FIRST AMENDMENT TO THE INTER-LOCAL COOPERATION AGREEMENT

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### 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



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**LEWIS COUNTY:**

By: Scott Brown

Its: Chair, LC BOCC

Approved as to Form:

D Bay  
Deputy Prosecuting Attorney

**CITY OF WINLOCK:**

By: [Signature]

Its: Mayor

Approved as to Form:

Marion Y. Gray  
City Attorney

## **CITY OF WINLOCK, WASHINGTON**

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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:

Approved as to form and content:

  
Penny Jo Haney, Clerk

Marissa Y. Jay, WSBA #55593  
City Attorney



## Exhibit "A"

### FIRST AMENDMENT TO THE INTER-LOCAL COOPERATION AGREEMENT

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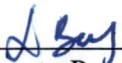
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**LEWIS COUNTY:**

By: 

Its: Chair, LC BOCC

Approved as to Form:

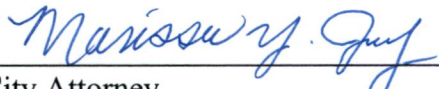
  
Deputy Prosecuting Attorney

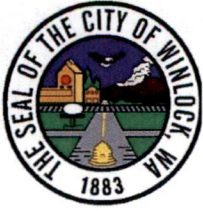
**CITY OF WINLOCK:**

By: 

Its: Mayor

Approved as to Form:

  
City Attorney



## City of Winlock

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323 N.E. First Street/PO Box 777  
Winlock, WA. 98596-0777  
(360) 785-3811/fax (360) 785-4378  
[cityclerk@cityofwinlock.com](mailto:cityclerk@cityofwinlock.com)  
[www.cityofwinlock.com](http://www.cityofwinlock.com)

May 15, 2024

Rieva Lester  
Board of County Commissioners  
351 NW North St.  
Chehalis WA 98532

Ref: Lewis County & Winlock ILA – Winlock UGA Roadways

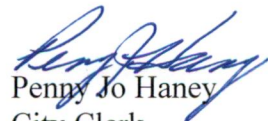
Dear Rieva:

Enclosed are two (2) copies of the following:

- 1) First Amendment to the Inter-Local Cooperation Agreement between Lewis County and the City of Winlock, joint management of City's UGA
- 2) City of Winlock Resolution No. 2024-09 Authorizing the Mayor to enter into the ILA, inclusive of Exhibit A (the ILA).

Please have the documents signed where I've placed tabs. Return one (1) complete copy of each of the documents to me. Please let me know if you have any questions.

Sincerely,

  
Penny Jo Haney  
City Clerk

# BOCC AGENDA ITEM SUMMARY

**Resolution:** 24-162

**BOCC Meeting Date:** May 21, 2024

**Suggested Wording for Agenda Item:**

**Agenda Type:** Deliberation

Amend interlocal agreement with Winlock regarding city application of land use regulations within the Winlock UGA

**Contact:** Rieva Lester

**Phone:** 360-740-1419

**Department:** BOCC - Board of County Commissioners

## Description:

Amend ILA to establish a reimbursement amount, payment parameters and revenue-sharing procedures in response to Winlock's recently completed annexation of certain real property within its UGA

## Approvals:

User	Status
PA's Office	Approved

## Publication Requirements:

**Publications:**

## Additional Copies:

Josh Metcalf  
Lee Napier  
Meja Handlen

## Cover Letter To:

City of Winlock