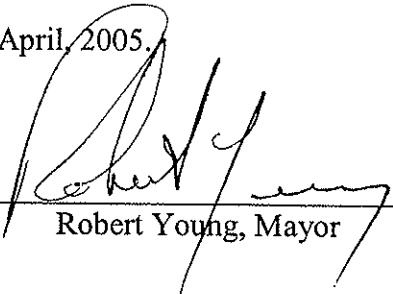


RESOLUTION NO. 1427

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BONNEY LAKE, PIERCE COUNTY, WASHINGTON,
AUTHORIZING AN INTERLOCAL AGREEMENT BETWEEN
THE CITY OF BONNEY LAKE AND PIERCE COUNTY
RELATING TO POST-ANNEXATION PROCESSING OF
BUILDING AND RELATED PERMITS AND LAND USE
APPLICATIONS FOR ANNEXATION AREA 7.**

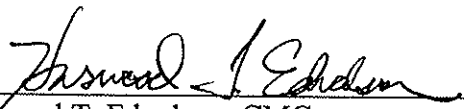
The City Council of the City of Bonney Lake, Washington, does hereby resolve that the Mayor is authorized to sign the Agreement attached hereto and incorporated herein by this reference.

PASSED by the City Council this 26th day of April, 2005.



Robert Young, Mayor

ATTEST:



Harwood T. Edvalson, CMC
City Clerk

APPROVED AS TO FORM:



James Dionne, City Attorney

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF BONNEY LAKE
AND PIERCE COUNTY RELATING TO POST-ANNEXATION
PROCESSING OF BUILDING AND RELATED PERMITS AND LAND USE
APPLICATIONS FOR ANNEXATION AREA 7**

1. PARTIES

This annexation-specific interlocal agreement (hereinafter "AGREEMENT") is made by and between the City of Bonney Lake (hereinafter referred to as the "CITY") and Pierce County (hereinafter referred to as the "COUNTY"), political subdivisions of the State of Washington, pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW, and shall be administered cooperatively by the parties. This AGREEMENT does not provide for the acquisition, holding or disposal of real or personal property. There shall be no financing of any joint or cooperative undertaking pursuant to this AGREEMENT. There shall be no budget maintained for any joint or cooperative undertaking pursuant to this AGREEMENT.

2. EFFECTIVE DATE OF AGREEMENT

This AGREEMENT shall be effective between the CITY and the COUNTY on June 1, 2005 the date of annexation to the CITY of the "ANNEXATION AREA" as described in the attached Exhibit A and shown in the attached Exhibit B. This AGREEMENT shall be filed with the County Auditor pursuant to RCW 39.34.040.

3. PURPOSE AND RECITALS

- 3.1 The CITY and COUNTY recognize the need to facilitate the orderly transition of processing land and building permits from the COUNTY to the CITY during the time of annexation.
- 3.2 The CITY has requested and the COUNTY has agreed to develop programs for the orderly transfer of permit authority and jurisdiction from the COUNTY to the CITY.
- 3.3 The CITY and COUNTY agree that having County staff process various ANNEXATION AREA building and land use applications on behalf of the CITY for a transitional period will assist in an orderly transfer of authority and jurisdiction.
- 3.4 The CITY and COUNTY believe it is in the best interest of the citizens of both jurisdictions to allow the COUNTY to process permit applications under the existing county code.

- 3.5 The CITY and COUNTY both acknowledge that in fulfilling responsibilities under this AGREEMENT that would otherwise under law be the responsibility of the other jurisdiction, each party acts as the agent of the other party.

4. **APPLICABILITY AND SCOPE**

The CITY and COUNTY agree that this AGREEMENT shall apply to the areas ANNEXATION AREA, which will be annexed to the CITY on June 1, 2005.

5. **NEW PERMIT APPLICATIONS TO BE FILED WITH THE CITY**

- 5.1 Jurisdiction. On June 1, 2005, the CITY shall assume jurisdiction of the ANNEXED AREA.

5.2 **Formal Plats**

- 5.2.1 Formal Plats filed before annexation date. The County agrees to complete the review process through the phase that is current on the annexation date and then turn over further processing to the City.

- 5.2.2 Associated applications filed before annexation date. The County agrees to complete associated applications filed before the annexation date.

- 5.2.3 Associated applications filed after annexation date. The County agrees to complete associated applications filed after the annexation date to the extent they are necessary to complete the current phase that remains under County review.

5.3 **Short Plats and Large Lot Divisions [QUESTION TO COUNTY: DOES THE COUNTY DISTINGUISH BETWEEN LARGE LOT DIVISIONS AND FORMAL PLATS? IF NOT, CAN WE REMOVE THE "AND LARGE LOT DIVISIONS" SINCE THE CITY ONLY ALLOWS FOR SHORT PLATS AND FORMAL PLATS?]**

- 5.3.1 Short Plat and Large Lot applications filed before annexation date. The County agrees to process Short Plat and Large Lot applications through to completion.

- 5.3.2 Associated applications filed before annexation date. The County agrees to complete associated applications filed before annexation date.

- 5.3.3 Associated applications filed after annexation date. The County agrees to complete associated applications filed after annexation date.

5.4 Land Use Permits (Administrative, Non-conforming use, Conditional use, Shoreline permits, Variances)

5.4.1 Land Use Permits filed before annexation date. The County agrees to complete processing of Land Use Permits filed before the annexation date.

5.4.2 Associated applications filed before annexation date. The County agrees to complete associated applications filed before annexation date.

5.4.3 Associated applications filed after annexation date. The City agrees to complete associated applications filed after annexation date.

5.5 Building Permits and Sign Permits

5.5.1 Building Permits filed before annexation date. The County agrees to complete process through inspection and occupancy permit.

5.5.2 Associated applications filed before annexation date. The County agrees to complete process.

5.5.3 Associated applications filed after annexation date. The County agrees to complete process. Additional associated applications for building permits after final occupancy has been granted, shall be permitted and inspected by the City.

5.6 “Free Standing” Permits (Site Development, Forest Practices, Critical Areas, SEPA)

5.6.1 Permits filed before annexation date. The County agrees to complete process.

5.6.2 Associated applications filed before annexation date. The County agrees to complete process.

5.6.3 Associated applications filed after annexation date. The City agrees to complete process.

5.7 Definitions

5.7.1 “Completion” means final administrative or quasi-judicial approvals, including final inspection and issuance of an occupancy permit.

5.7.2 "Associated applications" means Site Development, Forest Practice, SEPA, Critical Areas (includes geo-technical and wetlands); in addition, for Building permits, "associated applications" means those that are required and/or prior to final occupancy, such as mechanical, plumbing, fire suppression, storm water, and road approach curb cuts for the building being permitted. (Sign permit shall not be considered an associated application for a building permit).

5.8 APPEALS

5.8.1 The COUNTY shall be responsible for defending any administrative, quasi-judicial or judicial appeals for the work that is processed by the COUNTY for the ANNEXED AREA. The CITY shall be responsible for defending any administrative, quasi-judicial or judicial appeals for the work that is processed by the CITY for the ANNEXED AREA.

6. REFERRAL OF NEW REQUESTS AND PERMIT RENEWALS

The COUNTY agrees to provide a general advisory notice that any new building or land use applications or permit requests within the ANNEXED AREA must be submitted to the CITY on or after June 1, 2005. The COUNTY agrees to accept requests for permit renewals or extensions only when construction has already begun and such renewal or extension is necessary to complete the project.

7. DOCUMENTATION

The COUNTY agrees to provide the CITY with copies of all pending building or land use applications pertaining to the ANNEXED AREA, and copies of all permits issued within the annexation area during 2004-2005, as of the date of annexation, June 1, 2005.

8. PERMIT AND APPLICATION FILING FEES

8.1 Applications submitted prior to June 1, 2005. In order to cover the costs of processing the building and related permits and land use applications submitted to the COUNTY prior to June 1, 2005, the COUNTY is authorized to collect and retain such application and other fees authorized by the county fee ordinances.

8.2 Applications submitted after June 1, 2005. For all applications transferred to the CITY pursuant to the terms of this AGREEMENT, the COUNTY will retain the permit fee. For those applications submitted to the CITY on or after June 1, 2005, the CITY shall impose its own fees and other charges as have been established by City ordinance.

9. ENFORCEMENT

The CITY will assume responsibility for any pending COUNTY enforcement actions within the ANNEXED AREA as of the date of incorporation. The COUNTY will provide the CITY with a listing of all pending enforcement actions relating to building and related permits, zoning code enforcement and development engineering enforcement actions.

10. COOPERATION AND SHARING OF INFORMATION

The parties agree to cooperate and to share such information as is helpful to the other party to perform its duties under this Agreement.

11. INDEMNIFICATION AND DEFENSE

- 11.1 The CITY shall defend, indemnify and hold harmless the COUNTY, its officers, employees and agents from any loss or claim for damages of any nature whatsoever arising out of the CITY's performance of this AGREEMENT, including claims by the CITY's employees or third parties, except for those damages caused solely by the negligence or willful misconduct of the COUNTY, its officers, employees, or agents.
- 11.2 The COUNTY shall defend, indemnify and hold harmless the CITY, its officers, employees and agents from any loss or claim for damages of any nature whatsoever arising out of the COUNTY's performance of this AGREEMENT, including claims by the COUNTY's employees or third parties, except for those damages caused solely by the negligence or willful misconduct of the CITY, its officers, employees, or agents.
- 11.3 In the event of liability for damages of any nature whatsoever arising out of the performance of this AGREEMENT by the CITY and the COUNTY, including claims by the CITY's or the COUNTY's own officers, officials, employees, agents, volunteers, or third parties, caused by or resulting from the concurrent negligence of the COUNTY and the CITY, their officers, officials, employees and volunteers, each party's liability hereunder shall only be to the extent of that party's negligence.
- 11.4 No liability shall be attached to the CITY or the COUNTY by reason of entering into this AGREEMENT except as expressly provided herein.
- 11.5 The CITY does not intend by this AGREEMENT to assume any contractual obligations to anyone other than the COUNTY. The COUNTY does not intend by this AGREEMENT to assume any contractual obligations to anyone other than the CITY. The CITY and COUNTY do not intend there to be any third-party beneficiary to this AGREEMENT.

12. ASSIGNMENT

Neither the CITY nor the COUNTY shall transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other party.

13. WAIVER

Failure by any party to this AGREEMENT to enforce any provision of this AGREEMENT or to declare a breach shall not constitute a waiver thereof, nor shall it impair any party's right to demand strict performance of that or any other provision of this AGREEMENT any time thereafter.

14. SEVERABILITY

If any provision of this AGREEMENT or its application is held invalid, the remainder of the AGREEMENT or the application of the remainder of the AGREEMENT shall not be affected and shall remain in full force and effect.

15. ENTIRE AGREEMENT

This AGREEMENT contains all of the agreements of the parties with respect to any matter governed by this AGREEMENT, and no prior agreements regarding any matter governed by this AGREEMENT shall be effective for any purpose.

16. GOVERNING LAW; VENUE; ATTORNEY FEES

This AGREEMENT shall be governed by the laws of the State of Washington. Any action hereunder must be brought in the Superior Court of Washington for Pierce County. The prevailing party in any lawsuit brought to enforce this AGREEMENT shall be entitled to an award of reasonable attorneys fees and costs.

17. CONTACTS FOR AGREEMENT

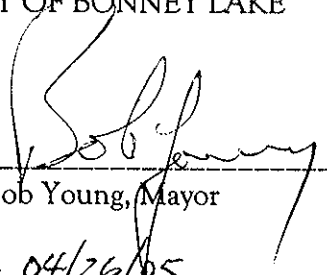
The contact persons for this AGREEMENT are:

For CITY: Bob Leedy, Planning Director
 City of Bonney Lake
 Planning and Community Development
 Post Office Box 7380
 Bonney Lake, WA 98390
 (253) 862-8602

For COUNTY: _____

CITY OF BONNEY LAKE

PIERCE COUNTY

By  _____
 Bob Young, Mayor

By _____

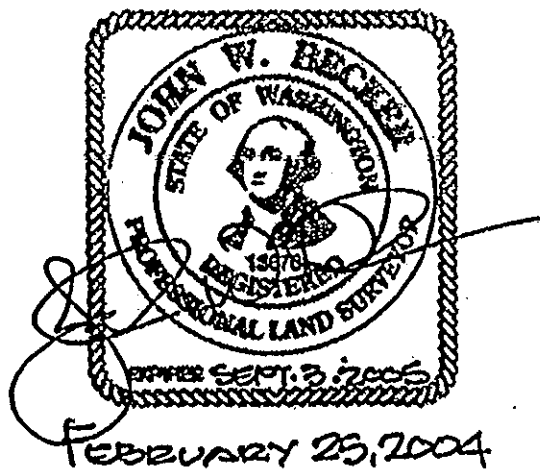
Date 04/26/05

Date _____

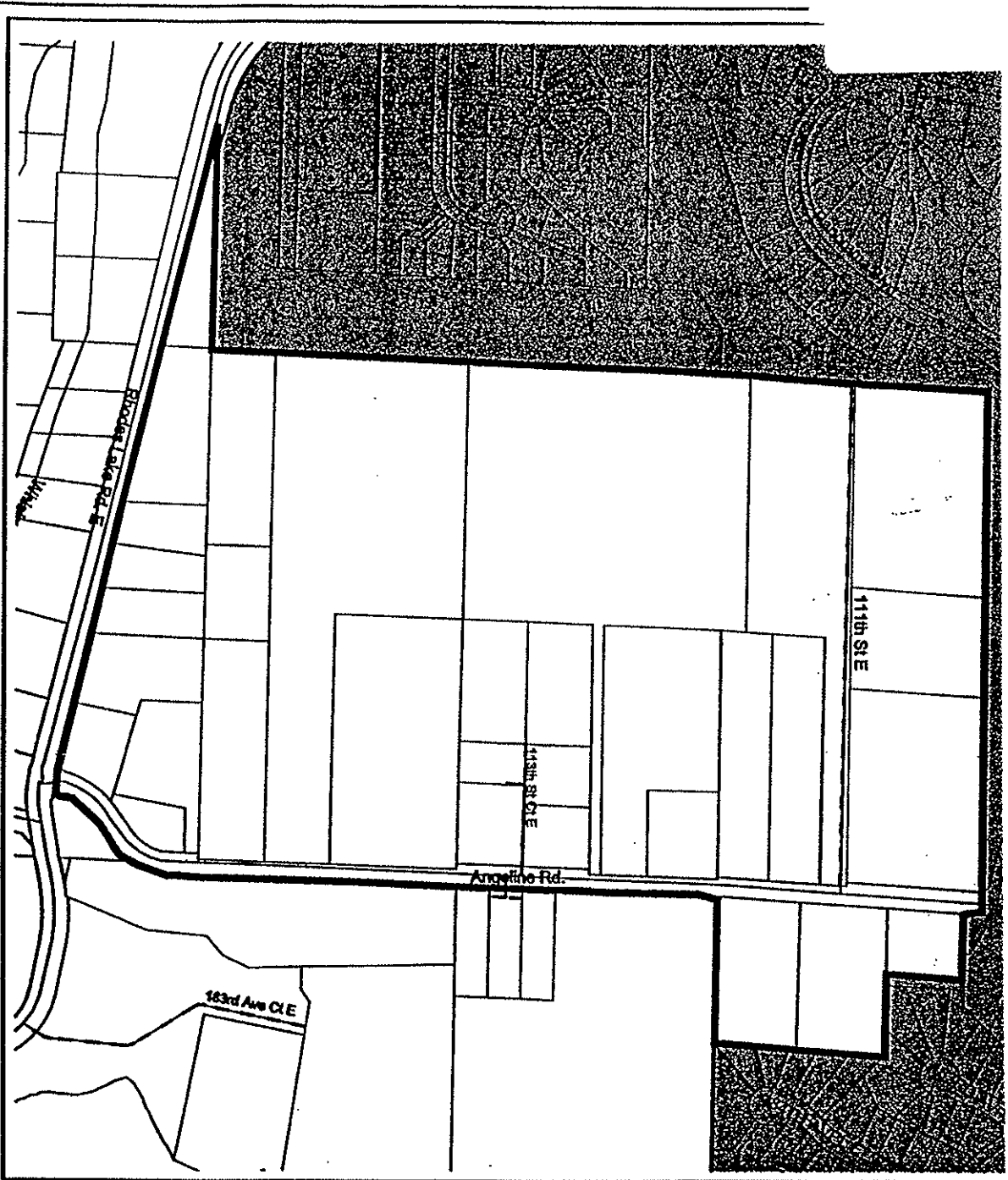
ANNEXATION NO. 7 (REVISED)

BEGINNING AT A POINT ON THE NORTH LINE OF SECTION 9, TOWNSHIP 19 NORTH RANGE 5 EAST, W.M., PIERCE COUNTY, WASHINGTON, WHICH LIES 30 FEET EAST OF THE NORTHWEST CORNER THEREOF, SAID POINT BEING ON THE EAST RIGHT-OF-WAY LINE OF ANGELINE ROAD; THENCE LEAVING SAID RIGHT-OF-WAY EAST ALONG THE NORTH LINE OF SAID SECTION 9 A DISTANCE OF 410 FEET MORE OR LESS TO THE SOUTHERLY CORNER OF LOT 273 OF THE PLAT OF WILLOW BROOK P.U.D. PHASE ONE AS RECORDED UNDER AUDITOR'S FILE NUMBER 200005165001 RECORDS OF SAID COUNTY; THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID PLAT 433 FEET MORE OR LESS TO AN ANGLE POINT IN LOT 290 OF SAID PLAT; THENCE WESTERLY ALONG THE SOUTH LINE OF LAST SAID LOT AND SAID PLAT 210 FEET MORE OR LESS TO THE SOUTHWEST CORNER OF TRACT I OF SAID PLAT; THENCE NORTHERLY ALONG THE WEST LINE OF SAID TRACT A DISTANCE OF 199 FEET MORE OR LESS TO THE SOUTH LINE OF LOT 303 OF SAID PLAT; THENCE WESTERLY ALONG THE SOUTH LINE OF LAST SAID LOT AND SAID PLAT A DISTANCE OF 170 FEET MORE OR LESS TO THE EAST RIGHT-OF-WAY LINE OF SAID, ANGELINE ROAD; THENCE CONTINUING WEST ON THE PROLONGATION OF THE SOUTH LINE OF SAID WILLOW BROOK P.U.D. PHASE ONE, A DISTANCE OF 60 FEET MORE OR LESS TO THE WEST RIGHT-OF-WAY LINE OF SAID ANGELINE ROAD; THENCE NORTH ALONG SAID WEST RIGHT-OF-WAY LINE TO THE SOUTH LINE OF THE NORTH 20 ACRES OF THE NORTH 30 ACRES OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER SECTION 5, TOWNSHIP 19 NORTH, RANGE 5 EAST, W.M.; THENCE WESTERLY ALONG SAID SOUTH LINE 1290 FEET MORE OR LESS TO THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 5; THENCE SOUTH ALONG SAID WEST LINE 674 FEET MORE OR LESS TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 19 NORTH, RANGE 5 EAST W.M.; THENCE CONTINUING SOUTH ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 8 A DISTANCE OF 1330 FEET MORE OR LESS TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 8, THENCE WEST ALONG THE

SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 8 A DISTANCE OF 585 FEET MORE OR LESS TO THE NORTHERLY RIGHT-OF-WAY LINE OF RHODES LAKE ROAD EAST; THENCE EASTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF RHODES LAKE ROAD EAST A DISTANCE OF 1760 FEET MORE OR LESS TO THE EASTERLY RIGHT-OF-WAY LINE OF ANGELINE ROAD; THENCE NORTHERLY ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID ANGELINE ROAD A DISTANCE OF 1780 FEET MORE OR LESS TO THE POINT OF BEGINNING.



CITY OF BONNEY LAKE
ANNEXATION AREA 7: Application No. 2004-00305 (RCW 35A.14.120)



MAP LEGEND

- Existing City Limits
- Proposed Annexation Area
- Tax Parcels
- ~ Private roads
- ~ Roads

Scale 1:5000



BONNEY
Lake

March 2004

R1427

Virginia Phelan

From: Jeff Niten
Sent: Monday, October 24, 2005 9:53 AM
To: Virginia Phelan
Cc: Steve Ladd
Subject: Annexation 7 inter local agreement

Ginny,

I've sent a copy of the inter local agreement we have with Pierce Co. regarding annexation area 7. The Mayor has signed the agreement, but Pierce Co. has not. Shannon, before she left, attempted to get this agreement signed by Pierce Co. for approximately 4 months. I also tried, but we never received any response. It was finally decided that because Pierce Co. failed to respond to us after numerous attempts over 5 months that the agreement would go into effect regardless of the lack of signature. The City Attorney approved this course of action as well.

Jeff Niten
Assistant Planner
City of Bonney Lake
Planning and Community Development
(253) 447-4358

10/24/2005