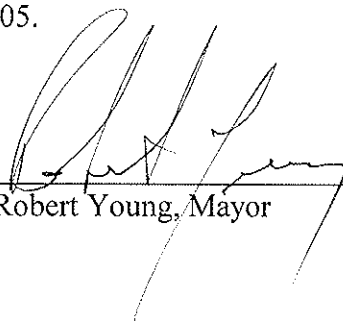


**RESOLUTION NO. 1498**


A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING AN INTERLOCAL AGREEMENT WITH PIERCE COUNTY FOR THE 214<sup>TH</sup> AVE. E. AND 96<sup>TH</sup> STREET E. INTERSECTION IMPROVEMENTS.

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

**PASSED** by the City Council this 27<sup>th</sup> day of September 2005.

  
\_\_\_\_\_  
Robert Young, Mayor

ATTEST:

  
\_\_\_\_\_  
Harwood T. Edvalson, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
James Dionne, City Attorney

## INTERLOCAL AGREEMENT

This Interlocal Agreement ("Agreement") is made and entered into this 27<sup>th</sup> day of ~~SEPTEMBER~~ 2005, by and between the City of Bonney Lake, a municipal corporation ("City"), and Pierce County, a legal subdivision of the State of Washington ("County").

WHEREAS, RCW 39.34, the Interlocal Cooperation Act, RCW 36.75.207, Agreements for Planning Establishment and Maintenance of City Streets by Counties, and RCW 35.77.020, et seq., Agreements with County for Planning, Establishment, Construction, and Maintenance, allow governmental units to make the most efficient use of their powers by enabling them to cooperate and enter into agreements with each other; and

WHEREAS, County desires to improve the intersection of 214<sup>th</sup> Avenue E. with 96<sup>th</sup> Street E. by grading, paving, storm drainage, and installing a traffic signal system and all appurtenances requisite to the proposed improvement; and

WHEREAS, the acquisition of additional right-of-way and minor road construction within the municipal boundary of the City will be necessary as part of the project; and

WHEREAS, it is agreeable to the County that the additional right-of-way necessary for this project lie within the municipal boundary of the City; and

WHEREAS, this project is in the best public interest for both the citizens of the City and the County; and

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed as follows:

### PURPOSE

The purpose of this agreement is to provide for the improvement of the intersection of 214<sup>th</sup> Avenue E. and 96<sup>th</sup> Street E. and to provide for future maintenance of said roads and the traffic signal system.

### DURATION

The duration of this agreement shall begin as of the date of this agreement and shall continue until modified or terminated in writing by the parties, or by operation of law, or until said portion of roadways is no longer a County road, whichever occurs first.

### FUTURE MAINTENANCE

The County hereby agrees to maintain the roadway, shoulders, ditches, sidewalks, and drainage structures for the portions of 214<sup>th</sup> Avenue East and 96<sup>th</sup> Street East lying easterly of the present boundary of the City. The City agrees to maintain the roadway, shoulders, ditches, sidewalks,

and drainage structures for the portion of 214<sup>th</sup> Avenue East lying westerly of the present boundary of the City.

It is agreed that the traffic signal system and appurtenances will be a shared facility with the County having ownership and maintenance responsibilities; including rights of access for maintenance. Since the County is not a party to the one-call utility locating service, the City agrees to protect the underground facilities associated with the traffic signal system from undergrounding activities of others.

#### PERMITS, PLANS, AND SPECIFICATIONS

The City, its designee or contractor, will obtain all design approvals and permits necessary for the project. Construction plans and specifications for the project will be provided by the City to the County.

#### RIGHT-OF-WAY

The City will assure that all additional right-of-way required for construction of said improvements within the City boundary has been secured prior to commencement of construction.

#### CONSTRUCTION

The City acknowledges that the County will be responsible for the inspection of the construction and completion of the improvements associated with this project.

#### INSURANCE

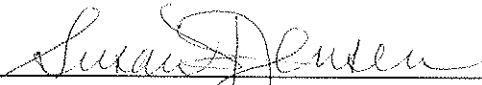

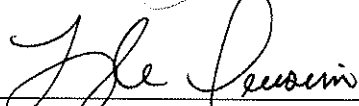
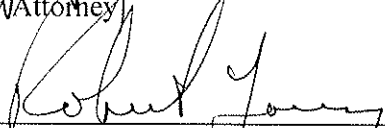


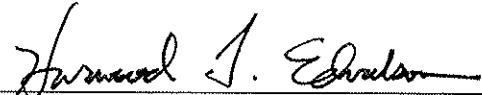
The County and the City agree to require the contractor to furnish public liability and property damage insurance in acceptable amounts and further agree that said contractor shall designate the County and the City as additional insured on said policy or policies of insurance.

#### COOPERATION

The parties hereby agree to execute such additional agreements or other instruments necessary to effectuate and carry out the purposes of this agreement, it being the intention and understanding of the parties that they will cooperate to the fullest extent necessary so that said portion of roadways will be improved in the manner contemplated herein.

*[Remainder of this page intentionally left blank]*

IN WITNESS WHEREOF, the parties hereto have made and executed this agreement the day and year first written above.

PIERCE COUNTY	CITY OF BONNEY LAKE
Approved as to Form:	Approved as to Form:
 Deputy Prosecuting Attorney	 City Attorney
 Pierce County Executive	 Mayor, City of Bonney Lake
 Director of Public Works and Utilities	 Director of Public Works
	Attest:  City Clerk

96TH ST E

Home Depot

Rite  
Aid

SR 410 E

Safeway

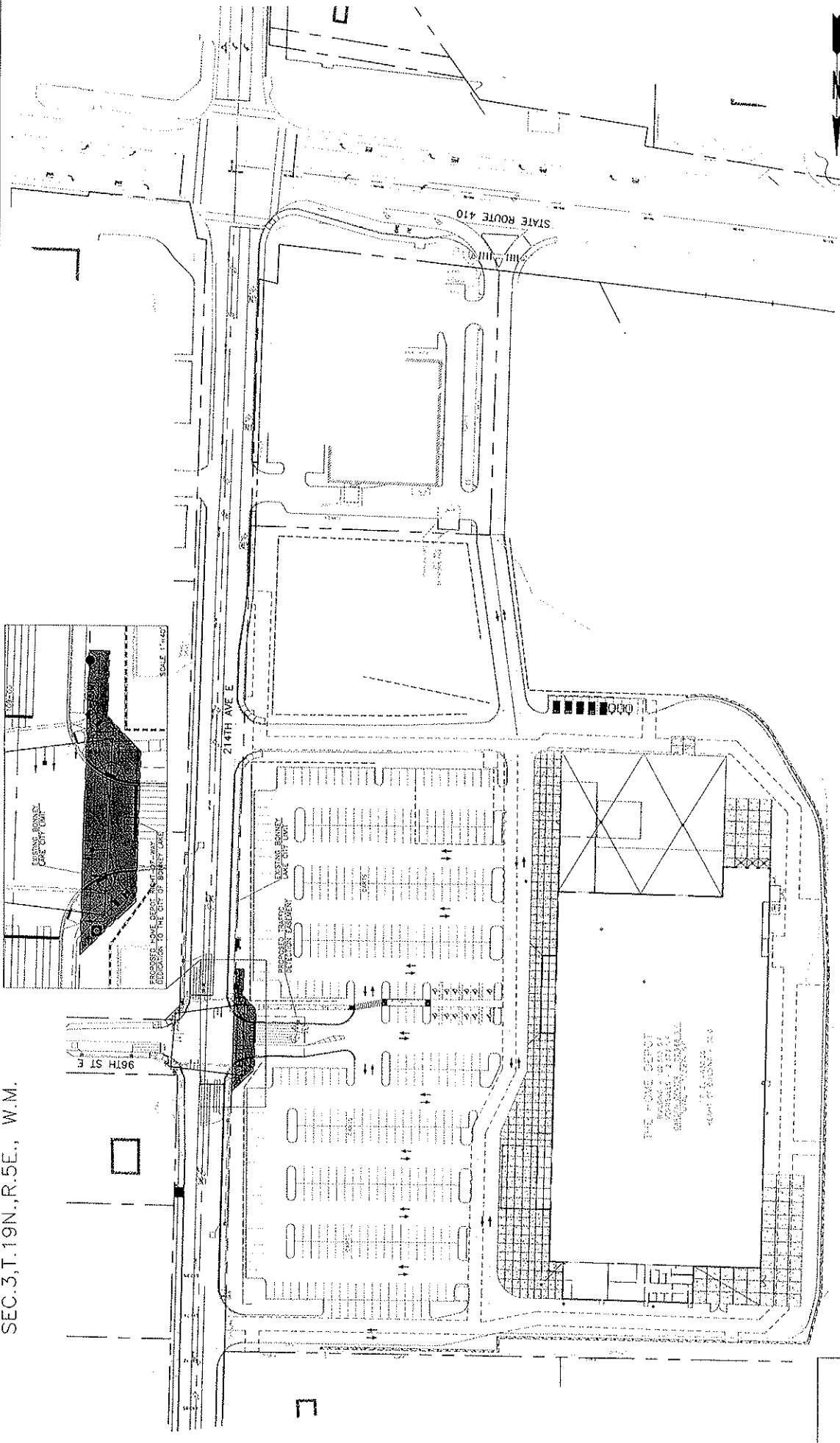
214TH AVE E

101ST ST E

102ND ST E

AV E

SEC. 3, T. 19N., R. 5E., W.M.



BONNEY LAKE HOME DEPOT  
214TH AVE E AND 96TH ST E

**The Transpo Group**  
11220 118th Avenue NE  
Suite 100  
Seattle, WA 98148  
(TEL) 425 831-3665  
(FAX) 425 835-8434

PREPARED BY	DATE	REVISION	BY	DATE
MRC	08/25/05			

INTERLOCAL AGREEMENT EXHIBIT

of