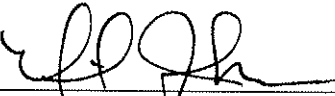


RESOLUTION NO. 1622

**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 1-A**


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 12th day of December, 2006.



Neil Johnson, 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 1-A**

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 January 12, 2007 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 ANNEXATION AREA, which will be annexed to the CITY on January 12, 2007.

5. NEW PERMIT APPLICATIONS TO BE FILED WITH THE CITY

5.1 Jurisdiction. On January 12, 2007, 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 plat phase that remains under County review.

5.3 Short Plats and Large Lot Divisions

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 processing 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 prior to or during construction 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 January 12, 2007. 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 from and after January 1, 2005, as of the date of annexation, January 12, 2007.

8. PERMIT AND APPLICATION FILING FEES

- 8.1 Applications submitted prior to January 12, 2007. In order to cover the costs of processing the building and related permits and land use applications submitted to the COUNTY prior to January 12, 2007, the COUNTY is authorized to collect and retain such application and other fees authorized by the county fee ordinances.
- 8.2 Applications submitted after January 12, 2007. 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 January 12, 2007, 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.

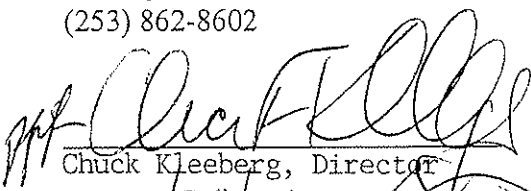
16. GOVERNING LAW; VENUE; ATTORNEY FEES

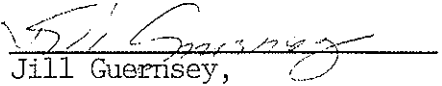
This AGREEMENT shall be governed by the laws of the State of Washington. Any action hereunder must be brought in the Superior Court of Washington for Pierce County. The prevailing party in any lawsuit brought to enforce this AGREEMENT shall be entitled to an award of reasonable attorneys fees and costs.

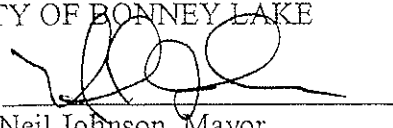
17. CONTACTS FOR AGREEMENT

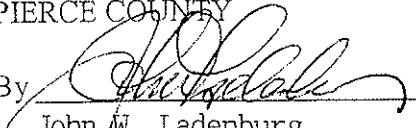
The contact persons for this AGREEMENT are:

For CITY: Bob Leedy, Planning Director
City of Bonney Lake
Planning and Community Development
Post Office Box 7380
Bonney Lake, WA 98391
(253) 862-8602

For COUNTY: 
Chuck Kleeberg, Director
Date 12/28/06

Approved as to form:

Jill Guernsey,
Deputy Prosecuting Attorney
Date 12/28/06

CITY OF BONNEY LAKE
By 
Neil Johnson, Mayor
Date 12/12/06

PIERCE COUNTY
By 
John W. Ladenburg
Pierce County Executive
Date 1/2/07

**CITY OF BONNEY LAKE
SUB AREA "A"
ANNEXATION LEGAL DESCRIPTION**

Beginning at the Northwest corner of the Northeast Quarter of the Southwest Quarter of Section 27, Township 20 North, Range 5 East, Willamette Meridian, Pierce County, Washington, said point being on Bonney Lake City Limits Line; Thence East along said City Limits Line and the North line of said subdivision to the Northeast corner of the Southwest Quarter of said Section 27; Thence continuing along said City Limits Line, South along the East line of said Southwest Quarter to the Southeast corner of the Northeast Quarter of said Southwest Quarter; Thence continuing along said City Limits Line, West along the South line of said Northeast Quarter to the Northwest corner of the East 495 feet of the Southeast Quarter of the Southwest Quarter of said Section 27; Thence continuing along said City Limits Line, South along the West line of said East 495 feet to the South line of the North half of the Southeast Quarter of the Southwest Quarter of said Section 27; Thence leaving said City Limits Line, West along the South line of said North half to the East line of the West 330 feet of the Southeast Quarter of the Southwest Quarter of said Section 27; Thence South along the East line of said West 330 feet to the South margin of Church Lake Road East; Thence West along said South margin to the Northeast corner of the Plat of Kelly Creek Vista as recorded under AFN 8410160215 records of said County, said corner being on the Bonney Lake City Limits Line; Thence North along said City Limits Line and the easterly prolongation of said Plat to the North margin of Church Lake Road East; Thence continuing along said City Limits Line and said North margin, West to the East line of the West half of the Southwest Quarter, of the Southwest Quarter, of the Southwest Quarter of said Section 27; Thence continuing along said City Limits Line and leaving said North margin, North along the East line of said West half to the North line of the South half of the Southwest Quarter of the Southwest Quarter of said Section 27; Thence continuing along said City Limits Line, West along said North line to the West line of the Southwest Quarter of said Section 27; Thence continuing along said City Limits Line, North along said West line to the Northwest corner of the Southwest Quarter of the Southwest Quarter of said Section 27; Thence continuing along said City Limits Line, East along the North line of the Southwest Quarter of the Southwest Quarter of said Section 27 to the Southwest corner of the East Half of the Southeast Quarter of the Northwest Quarter of the Southwest Quarter of said Section 27; Thence continuing along said City Limits Line as described in Bonney Lake Ordinance Number 162-A, North along the West line of said East Half to an angle point in Tract 'B' of Church Lake Waterfront Tracts Division No. 1 as recorded under AFN 1931505 of said County; Thence continuing along said City Limits Line and said Ordinance

description East along said Tract B a distance of 100 feet to an angle point therein; Thence continuing along said City Limits Line and said Tract 'B' North a distance of 300 feet to the North line of the Southeast Quarter of the Northwest Quarter of the Southwest Quarter of said Section 27; Thence continuing along said City Limits Line and leaving said Tract 'B' East along last said North line to the Northeast corner of the Southeast Quarter of the Northwest Quarter of the Southwest Quarter of said Section 27 said point being the Southwest corner of Lot 2 of Pierce County Short Plat No. 79-307; Thence continuing along said City Limits Line and the South line of said Lot 2 to the Southeast corner thereof; Thence continuing along said City Limits Line, North along the east line of said Short Plat to the Northeast corner of Lot 1 thereof; Thence continuing along said City Limits Line, West to the West line of the Northeast Quarter of the Southwest Quarter of said Section 27; Thence continuing along said City Limits Line, and last said West line, North to the Northwest corner of the Northeast Quarter of the Southwest Quarter of said Section 27 and the True Point of Beginning.

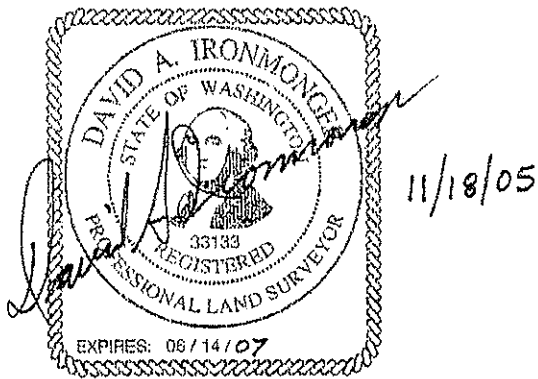
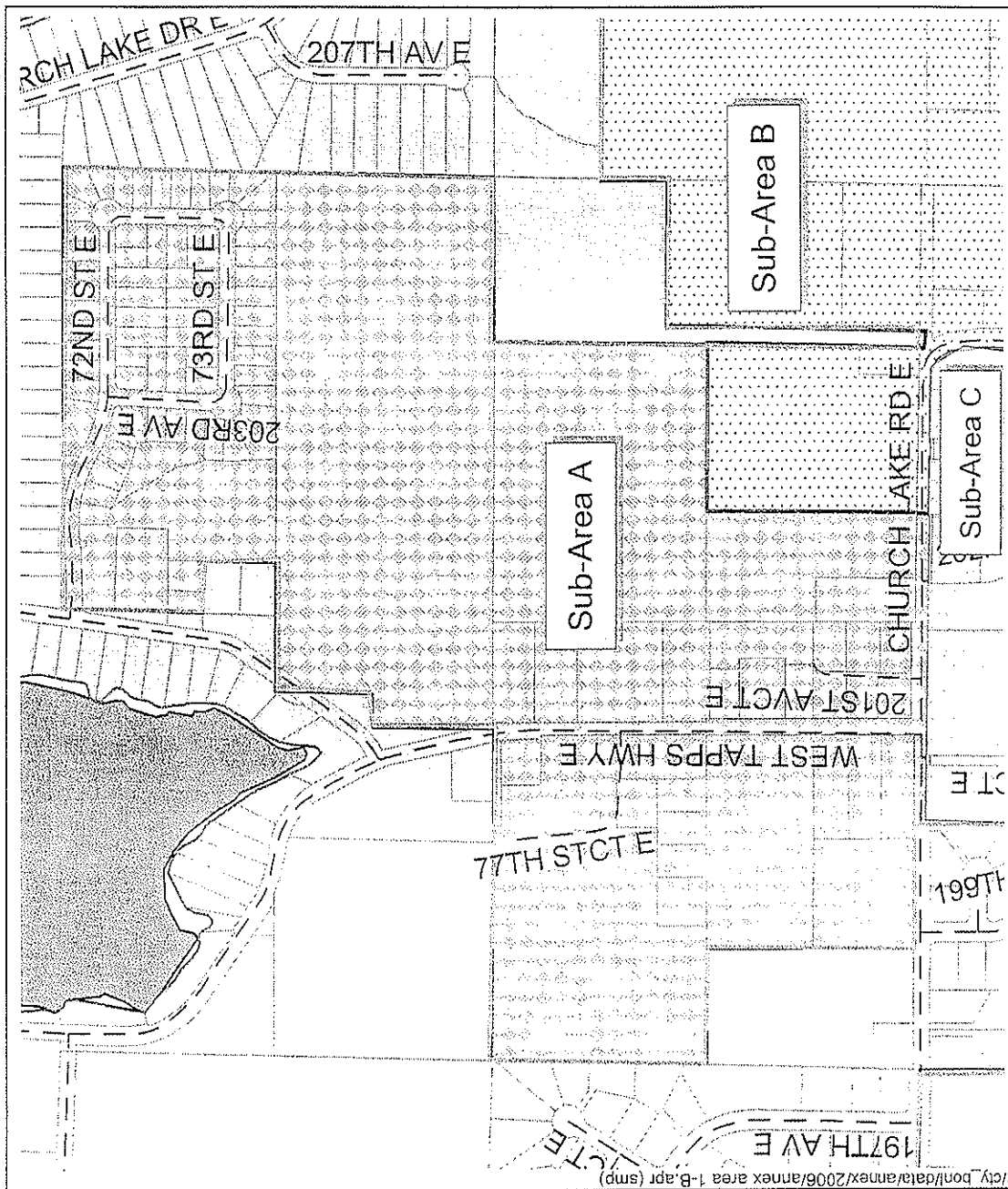


EXHIBIT B: Res 1531

City of Bonney Lake

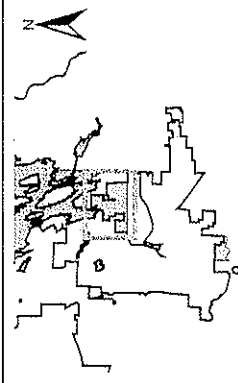
Proposed "Annexation Area 1-A": Island Method (RCW 35A.14.295-299)



MAP LEGEND

- Existing City Limits
- Urban Growth Boundary
- Tax Parcels
- Roads
- Sub-Area A
- Sub-Area B
- Sub-Area C

Scale 1:6000



11:41 May 11, 2007