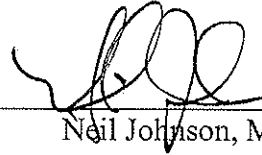


RESOLUTION NO. 1623

**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 3**

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 9th day of January 2007.



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 3**

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 February 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 February 12, 2007.

5. NEW PERMIT APPLICATIONS TO BE FILED WITH THE CITY

5.1 Jurisdiction. On February 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 February 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, February 12, 2007.

8. PERMIT AND APPLICATION FILING FEES

- 8.1 Applications submitted prior to February 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 February 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 February 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 February 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.

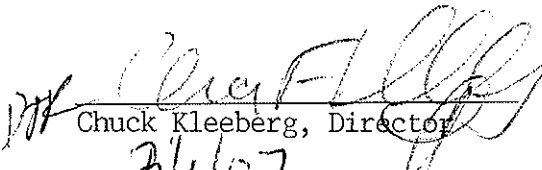
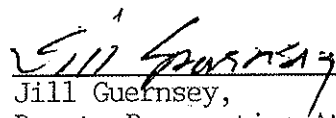
16. GOVERNING LAW; VENUE; ATTORNEY FEES


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.

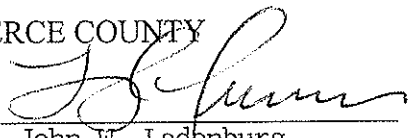
17. CONTACTS FOR AGREEMENT

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 Jill Guernsey,
Date 2/1/07 Deputy Prosecuting Attorney
Date 1-31-07

CITY OF BONNEY LAKE
By 
Neil Johnson, Mayor
Date 01/09/07

PIERCE COUNTY
By 
John W. Ladenburg
Pierce County **Chief of Staff**
Date 2/5/07

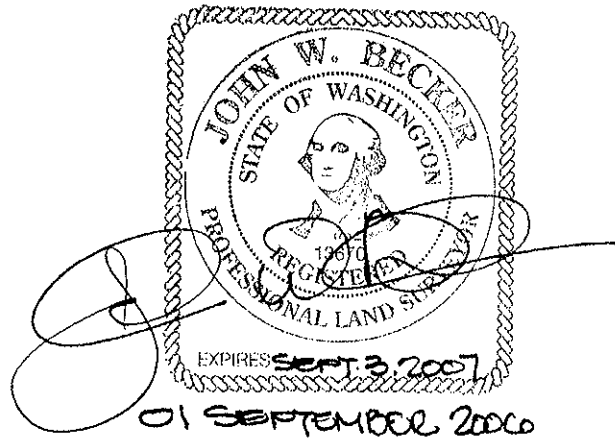
ANNEXATION NO. 3

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 20 NORTH, RANGE 5 EAST, W.M., PIERCE COUNTY, WASHINGTON; THENCE SOUTH ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 80 FEET, MORE OR LESS, TO A POINT OPPOSITE THE SOUTHEAST CORNER OF LOT 7, LAKE TAPPS CEDAR ADDITION ACCORDING TO PLAT THEREOF RECORDED IN VOLUME 18 OF PLATS, PAGE 88, RECORDS OF PIERCE COUNTY, WASHINGTON; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 7 AND THE EASTERLY PRODUCTION THEREOF, A DISTANCE OF 1040 FEET, MORE OR LESS, TO THE WEST RIGHT-OF-WAY LINE OF VANDERMARK ROAD EAST; THENCE NORTHERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF VANDERMARK ROAD A DISTANCE OF 2300 FEET, MORE OR LESS, TO THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF VANDERMARK ROAD EAST AND THE 545 FOOT CONTOUR LINE OF THE LAKE TAPPS RESERVOIR AS SHOWN ON LOT 1, CHURCH LAKE WATERFRONT TRACTS DIVISION NO. 2 AS RECORDED IN VOLUME 22, PAGE 16, RECORDS OF PIERCE COUNTY, WASHINGTON IN THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 20 NORTH, RANGE 5 EAST; THENCE SOUTHEASTERLY, TO THE BRIDGE SHOWN ON SAID PLAT; THENCE NORTHEASTERLY ALONG SAID BRIDGE TO THE NORTHERLY RIGHT-OF-WAY LINE OF VANDERMARK ROAD EAST AT THE MOST SOUTHERLY CORNER OF LOT 1, MAPLE POINT ADDITION TO INLET ISLAND AS RECORDED IN VOLUME 24, PAGE 60, RECORDS OF PIERCE COUNTY, WASHINGTON; THENCE NORTHEASTERLY ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF VANDERMARK ROAD EAST A DISTANCE OF 160 FEET, MORE OR LESS, TO THE WESTERLY RIGHT-OF-WAY LINE OF 207TH AVENUE EAST (FORMERLY Y.M.C.A. COUNTY ROAD); THENCE NORTHERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF 207TH AVENUE EAST A DISTANCE OF 324 FEET, MORE OR LESS, TO A POINT ON THE SOUTH LINE OF SECTION 22, TOWNSHIP 20 NORTH, RANGE 5 EAST, W.M.; THENCE EAST ALONG SAID SOUTH LINE A DISTANCE OF 31 FEET, MORE OR LESS, TO THE CENTERLINE OF 207TH AVENUE EAST; THENCE NORTHERLY AND NORTHWESTERLY ALONG THE CENTERLINE OF 207TH AVENUE EAST A DISTANCE OF 1460 FEET, MORE OR LESS, TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 20 NORTH, RANGE 5 EAST, W.M.; THENCE EAST ALONG SAID NORTH LINE A DISTANCE OF 1070 FEET, MORE OR LESS, TO SAID 545 FOOT CONTOUR ON THE LAKE TAPPS RESERVOIR; THENCE SOUTHEASTERLY ALONG SAID 545 FOOT CONTOUR A DISTANCE OF 240 FEET, MORE OR LESS, TO THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 20 NORTH, RANGE 5 EAST, W.M.; THENCE SOUTH A DISTANCE OF 1130 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF SAID SECTION 22; THENCE SOUTH A DISTANCE OF 2640 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 20 NORTH, RANGE 5 EAST, W.M. AND POINT OF BEGINNING.

EXCEPT THAT PORTION OF 218TH AVENUE EAST LYING SOUTHERLY OF THE NORTHERLY RIGHT-OF-WAY LINE IDENTIFIED IN PIERCE COUNTY ORDINANCE NO. 91-27.

TOGETHER WITH VANDERMARK ROAD IN THE NORTHEAST QUARTER OF THE
SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 20 NORTH, RANGE 5 EAST
LYING WESTERLY OF A LINE 30 FEET WESTERLY OF AND PARALLEL WITH THE
EAST LINE OF SAID SUBDIVISION.

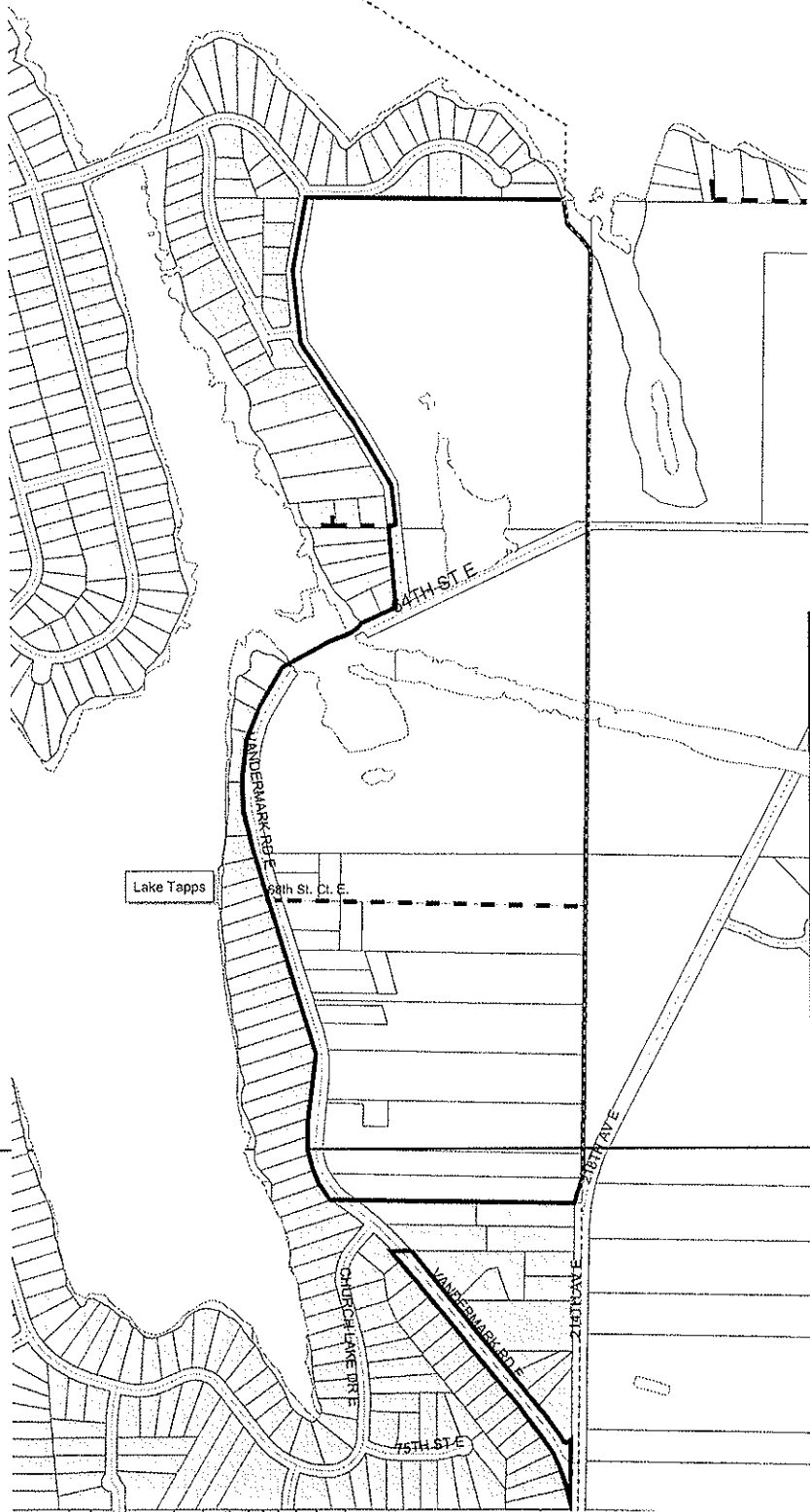
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City of Bonney Lake
Proposed Annexation Area 3



Scale 1:8500



MAP LEGEND

- Urban Growth Boundaries*
 - Urban Growth Area Boundary
- Annexation Area 3
- Hydro - Surface Boundaries
 - Water body
 - Public Roads
 - Private roads
- Tax Parcels*
- City of Bonney Lake

