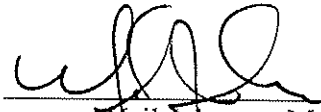


RESOLUTION NO. 1636


**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-B**

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 9<sup>th</sup> 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 1-B**

**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.

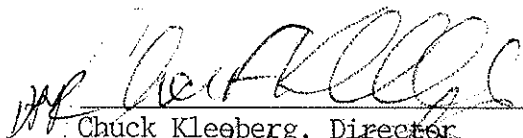
**16. GOVERNING LAW; VENUE; ATTORNEY FEES**


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:

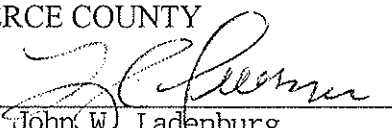
For CITY: Bob Leedy, Planning Director  
City of Bonney Lake  
Planning and Community Development  
Post Office Box 7380  
Bonney Lake, WA 98391  
(253) 862-8602

For COUNTY:   
Chuck Kleeborg, Director  
2/1/07  
Date

Approved as to form:  
  
Jill Guernsey,  
Deputy Prosecuting Attorney  
1-31-07  
Date

CITY OF BONNEY LAKE  
By   
Neil Johnson, Mayor

Date 01/09/07

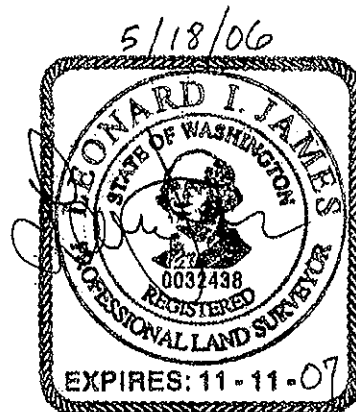
PIERCE COUNTY  
By   
John W. Ladenburg  
Pierce County Executive  
Chief of Staff

Date 2/5/07

Bonney Lake Annexation Legal Description (Revised 20060518)

Commencing at the Northwest Corner of the Northeast Quarter of the Northwest Quarter of Section 34, Township 20 North, Range 5 East of the Willamette Meridian; thence along the north line of said subdivision South 89°22'15" East a distance of 330.00 feet to the True Point of Beginning; thence North 01°08'27" East a distance of 666.50 feet; thence South 89°26'36" East a distance of 519.95 feet to the west line of a tract of land conveyed to R.H. Carnakan and Emma Carnakan, husband and wife, by deed recorded March 12, 1928 under Recording No. 892764; thence along said west line South 01°02'14" West a distance of 667.15 feet to the north line of aforesaid Northeast Quarter of the Northwest Quarter of Section 34; thence along said line South 89°21'30" East a distance of 49.21 feet to the west line of the east 445.00 feet of the Southeast Quarter of the Southwest Quarter of Section 27, Township 20 North, Range 5 East of the Willamette Meridian; thence along said west line North 01°01'32" East a distance of 792.02 feet to the north line of the south 792.00 feet of said subdivision; thence along said north line South 89°22'15" East a distance of 445.01 feet to the east line of said subdivision; thence along said east line North 01°01'32" East a distance of 204.68 feet to the Southwest Corner of Tract A plat of Winterhaven as recorded under Pierce County Auditor Fee No. 200302195002; thence along the south line of said plat of Winterhaven South 89°46'23" East a distance of 1346.39 feet to the Southeast Corner of said plat of Winterhaven and the west line of Lot 145 plat of Springhaven as recorded under Pierce County Auditor Fee No. 200204255008; thence along the west line of said plat of Springhaven South 01°00'40" West a distance of 994.89 feet to the Southwest Corner of Tract R of said plat of Springhaven; thence along the south line of said Tract R South 89°37'55" East a distance of 52.45 feet to the west line of Tract J of said plat of Springhaven; thence along said west line of Tract J and continuing along the west line of said plat of Springhaven South 00°29'36" West a distance of 1297.64 feet to the north right of way of Kelly Lake Road East; thence along said right of way South 89°41'34" East a distance of 1242.76 feet to the west right of way of 214th Avenue East; thence along said right of way South 01°24'45" West a distance of 30.01 feet to the south line of the Northeast Quarter of the Northeast Quarter of Section 34, Township 20 North, Range 5 East of the Willamette Meridian; thence continuing along aforesaid west line of 214th Avenue East right of way South 01°24'24" West a distance of 30.01 feet; thence North 89°41'34" West a distance of 20.39 feet to a point of cusp for a return curve in the northeast corner of Lot 2 Short Plat 76-252 also being the Northeast Corner of Kelly Creek Garden Tracts and the south right of way of aforesaid Kelly Lake Road East; thence along said south right of way and said north line of Kelly Creek Garden Tracts North 89°41'34" West a distance of 1177.55 feet to Northeast Corner of Short Plat 8602260216; thence along the east line of said short plat South 0°54'52" West a distance of 5.00 feet to the south line of a 5.00 foot wide quit claim deed to Pierce County for right of way per Auditor's Fee Number 8602190320; thence along said south line North 89°41'34" West a distance of 130.42 feet to an angle point on said south line; thence North 89°42'14" West a

distance of 29.50 feet to the West line of said Short Plat 8602260216; thence along said west line North  $0^{\circ}55'07''$  East a distance of 5.00 feet to the Northwest Corner of said Short Plat 8602260216; thence continuing along said right of way North  $89^{\circ}42'14''$  West a distance of 853.07 feet to the beginning of a curve tangent to said line; thence westerly and northwesterly a distance of 206.69 feet along the curve concave to the north, having a radius of 533.00 feet and a central angle of  $22^{\circ}13'06''$  to the Northeast Corner of Lot 3 of Pierce County Short Plat 8305050332 and the beginning of the south right of way of Church Lake Road; thence continuing along said curve and said line a distance of 46.92 feet having a radius of 533.00 feet and a central angle of  $05^{\circ}02'36''$ ; thence continuing along said right of way North  $62^{\circ}26'32''$  West tangent to said curve a distance of 236.98 feet; thence North  $69^{\circ}38'49''$  West a distance of 356.48 feet to the beginning of a non-tangent curve whose radius point bears South  $74^{\circ}51'48''$  West; thence northerly and northwesterly along said curve concave to the southwest, a distance of 217.76 feet having a radius of 718.54 feet and a central angle of  $17^{\circ}21'50''$  to a point of reverse curvature; thence northwesterly and northerly a distance of 219.72 feet along the arc of said curve concave to the east having a radius of 567.66 feet and a central angle of  $22^{\circ}10'36''$  to a point of compound curvature; thence northerly and northeasterly a distance of 226.83 feet along the arc of said curve concave to the east having a radius of 836.14 feet and a central angle of  $15^{\circ}32'36''$ ; thence North  $05^{\circ}13'10''$  East tangent to said curve a distance of 163.39 feet to the beginning of a curve tangent to said line; thence northerly a distance of 190.64 feet along the curve concave to the west, having a radius of 705.91 feet and a central angle of  $15^{\circ}28'23''$  to a point of compound curvature; thence northerly, northwesterly and westerly a distance of 101.80 feet along the arc of said curve concave to the southwest having a radius of 85.71 feet and a central angle of  $68^{\circ}03'00''$ ; thence on a line non-tangent to said curve North  $89^{\circ}22'15''$  West a distance of 193.44 feet; thence South  $00^{\circ}37'10''$  West a distance of 10.00 feet; thence North  $89^{\circ}22'15''$  West a distance of 60.00 feet; thence North  $00^{\circ}37'10''$  East a distance of 10.00 feet; thence North  $89^{\circ}22'15''$  West a distance of 168.29 feet; thence South  $00^{\circ}37'10''$  West a distance of 10.00 feet; thence North  $89^{\circ}22'15''$  West a distance of 6.81 feet; thence North  $01^{\circ}08'27''$  East a distance of 30.01 feet to the Point of Beginning.





**PIERCE COUNTY ACTIVE APPLICATIONS  
BONNEY LAKE ANNEXATION AREA 1 -B**

<b>RTSQQ</b>	<b>PARCEL #</b>	<b>APP. #</b>	<b>SITE ADDRESS</b>	<b>PROJECT NAME</b>	<b>PROJECT DESCRIPTION</b>	<b>PERMIT TYPE</b>	<b>CURRENT STATUS</b>
05202734	0520273039	399756	20321 Church Lake Rd. East	Hemminger Prel. Plat	Preliminary Plat review	LPPL	Accepted status
05202734	0520273039	399757	20321 Church Lake Rd. East	Hemminger Prel. Plat	Environmental Checklist review	LENV	Accepted status
05202734	0520273039	400785	20321 Church Lake Rd. East	Hemminger Prel. Plat	Review Wetland Analysis	LGWR	Accepted status