

**STORMWATER ASSET TRANSFER AGREEMENT**  
**BY AND BETWEEN**  
**PIERCE COUNTY AND**  
**THE CITY OF TACOMA**

This STORMWATER SYSTEM ASSET TRANSFER AGREEMENT “**Agreement**” is entered into by and between the City of Tacoma, a Washington municipal corporation (hereinafter referred to as the “**City**”) and Pierce County, a Washington municipal corporation and political subdivision of the State of Washington (hereinafter referred to as the “**County**”), for the purpose and subject to the terms and conditions set forth herein. The City and County may be individually referred to as “**Party**” or collectively as “**Parties**”.

**RECITALS**

**WHEREAS** the City and County entered into that certain memorandum of understanding (**MOU**) for the transition of governmental services from Pierce County to the City of Tacoma related to the City’s annexation of the Manitou potential annexation area as described therein (**Manitou PAA**), and

**WHEREAS** the MOU provides at Section 4.12 that upon the effective date of the Manitou PAA annexation, the Tacoma Environmental Services Department’s Stormwater Management (City of Tacoma Environmental Services Department) would take over the ownership and maintenance responsibility of the stormwater assets as set forth in Section 8 of the MOU, and

**WHEREAS** Section 8 of the MOU provides that the transfer of legal control of stormwater assets owned and operated by Pierce County within the annexation area, as described therein, would be completed through a separate transaction agreeable by both the City and County, and

**WHEREAS** the City and County desire to enter into this agreement for the purpose of transfer of control and all right, title and interest of Pierce County in and to the herein described stormwater assets to the City, free and clear of all liens and encumbrances;

**NOW THEREFORE**, in consideration of the mutual rights, duties and obligations of the City and County as set forth herein, the City and County hereby agree as follows:

#### **SECTION 1 DEFINITIONS**

1.1 Account Debtor. “Account Debtor” shall mean and include any person liable on any Account Receivable, including without limitation, any guarantor of the Account Receivable and any issuer of a letter of credit or banker’s acceptance.

1.2 Account Balance. “Account Balance” shall mean and refer to the gross amount of all Accounts Receivable.

1.3 Accounts Receivable. “Accounts Receivable” shall mean and refer to all revenues, whether billed or unbilled, that are legally enforceable by the County and Unpaid by an Account Debtor prior to the Effective Date.

1.4 Annexation Date. “Annexation Date” shall mean and refer to the Annexation Date as that term is defined in the MOU.

1.5 Stormwater Assets. “Stormwater Assets” shall mean and refer to all conveyances, or system of conveyances and related facilities, not part of a combined sanitary and stormwater sewer system, that are owned by the County (including catch basins, ditches,

manmade channels, line pipe, stormwater facilities and storm drains) and designed or used for collecting, conveying, or managing stormwater. The known Stormwater Assets are depicted in Exhibit “A” attached hereto.

1.6 Unpaid. “Unpaid” shall mean payment has not been received and posted by the County to the account of the Account Debtor.

## **SECTION 2 PURPOSE**

2.1 Purpose. The purpose of this Agreement is to implement the provisions of the MOU at Sections 4.12 and 8 to transfer all right, title and interest of Stormwater Assets located within the PAA from the County to the City through a separate transaction agreed to by the City and County.

## **SECTION 3 TRANSFER OF STORMWATER ASSETS**

3.1 The County warrants that it is the sole owner of the Stormwater Assets that are the subject of this Agreement and agrees that, upon the Transfer Date, any and all right, title and interest of the Stormwater Assets located within the PAA, and operational control thereover, shall transfer to the City, free and clear of all liens and encumbrances and charges of any kind.

3.2 The County agrees to assign, transfer and convey to the City, in a form and content acceptable to the City Attorney, any and all right, title and interest that the County may have in and to easements granted, dedicated or assigned to the County for occupancy, use, maintenance, repair, replacement or operation of Stormwater Assets within the PAA and for ingress and egress to and from Stormwater Assets with the PAA. The County further agrees to assign, transfer and convey to the City, in a form and content acceptable to the City Attorney, any and all rights granted, dedicated or assigned to the County with respect to privately owned stormwater systems located within the PAA, including but not limited to the right of ingress and

egress to and from such privately owned stormwater systems, to inspect for compliance with regulatory and permit requirements and to maintain such systems. This obligation applies to easements that are known on the Transfer Date or that are discovered on or after the Effective Date.

3.3 The County agrees that within 180 days following the Annexation Date, it will conduct a reasonable search for the following records, and upon discovery of such records, provide copies of the same to the City:

3.3.1. A map or description of the geographic areas served by the Permittee's Phase I SW Permit MS4 that do not discharge stormwater to surface water. The City understands that this information is available through Pierce County Open Geospatial Data Portal and is currently available to the City.

3.3.2. Mapping of all connections to the Phase I SW Permit MS4 that conveys stormwater to the Stormwater Assets within the PAA that have been authorized or allowed by the County after February 16, 2007.

3.3.3. As-built or approved plan sets of all Stormwater Assets within the PAA and all private stormwater systems within the PAA.

3.3.4. Approved reports such as Stormwater Site Plans, conveyance design, etc. associated with all Stormwater Assets within the PAA and all private stormwater systems within the PAA.

3.3.5. Inspection records including all video files for, Stormwater Assets within the PAA and all private stormwater systems within the PAA, either used by or submitted to the County for review.



3.3.6. Capital plans for County owned structural stormwater controls within the PAA, if any.

3.3.7. Easements for Stormwater Assets within the PAA.

3.3.8. Business inspection records for stormwater permits within the PAA.

3.4 Notice to Ecology. The City and County agree to include notice of this annexation in their annual reports to Ecology as required pursuant to Section S9.D.6 of the Phase I SW NPDES permit.

## SECTION 4 SERVICE AREA

4.1 Transfer of Service Area. Upon the first day of the month of the first odd month following the Annexation Date (the “Transfer Date”), the stormwater service area that is co-extensive with the PAA (Transferred Service Area) shall transfer to the City. All stormwater service customers within the Transferred Service Area shall, upon the Effective-Transfer Date, become customers of the City of Tacoma stormwater utility and the County will cease billing customers within the Transferred Service Area for stormwater services received or other provided by the City on or after the Effective-Transfer Date. ~~The Effective Date shall be a day that is on the first day of any odd month of the year to accommodate billing cycles.~~

4.2 Customer Information. The County shall 60 days prior to the Effective-Transfer Date provide the City with all customer account information for stormwater customers with customer premises located in the PAA, including all customer names and billing addresses.

4.3 Accounts Receivable. The County shall retain all right, title and interest and to the Account Balance.

4.4 Customer Refunds. In the event that the County has collected payments for stormwater service from customers for service provided to such customers by the City after the

Effective Date, the County shall have sole responsibility for refunding any such amounts to such customers.

4.5 Liabilities. The Parties agree that neither the transfer of the Stormwater Assets to the City nor the City's approval of the transfer shall in any respect relieve the County of any liability relating to all lawful requirements to construct, operate, and maintain the Stormwater Assets, known or unknown, occurring prior to the transfer of the Stormwater Assets or of responsibility for acts or omissions occurring prior to the transfer of the Stormwater Assets, known or unknown, or the consequences thereof.

## **SECTION 5 MISCELLANEOUS**

5.1 Cooperation. The City and County agree to cooperate with and support each other in complying with any requirements or actions as may be necessary or appropriate to carry out the intent of this Agreement. Each Party will execute and deliver any additional documents and instruments and perform any additional acts that may be commercially reasonable, necessary or appropriate, or reasonably requested by the other Party, to effectuate and perform the Parties' obligations under this Agreement and the transactions contemplated hereby.

5.2 Amendments. This Agreement may be amended only by a written instrument executed by the Parties.

5.3 Governing Laws. Any action related to this Agreement shall be governed the laws of the State of Washington (except that body of law controlling conflict of laws). Any suit or proceeding arising out of or relating to this Agreement will be brought in the applicable federal or state court located in Pierce County, Washington, and each Party irrevocably submits to the jurisdiction and venue of such courts.

5.4 Execution. This Agreement may be executed in multiple counterparts, all of which taken together constitute one and the same instrument.

**IN WITNESS WHEREOF**, each Party has caused this Agreement to be executed by its duly authorized representative as of the date indicated below and effective as of the [Effective Transfer](#) Date.

**CITY OF TACOMA, DEPARTMENT OF ENVIRONMENTAL SERVICES**

**PIERCE COUNTY**

By: \_\_\_\_\_  
Name: Michael P. Slevin, III, P.E.  
Title: Director  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Bruce F. Dammeier  
Title: County Executive  
Date: \_\_\_\_\_

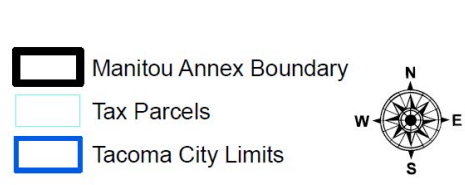
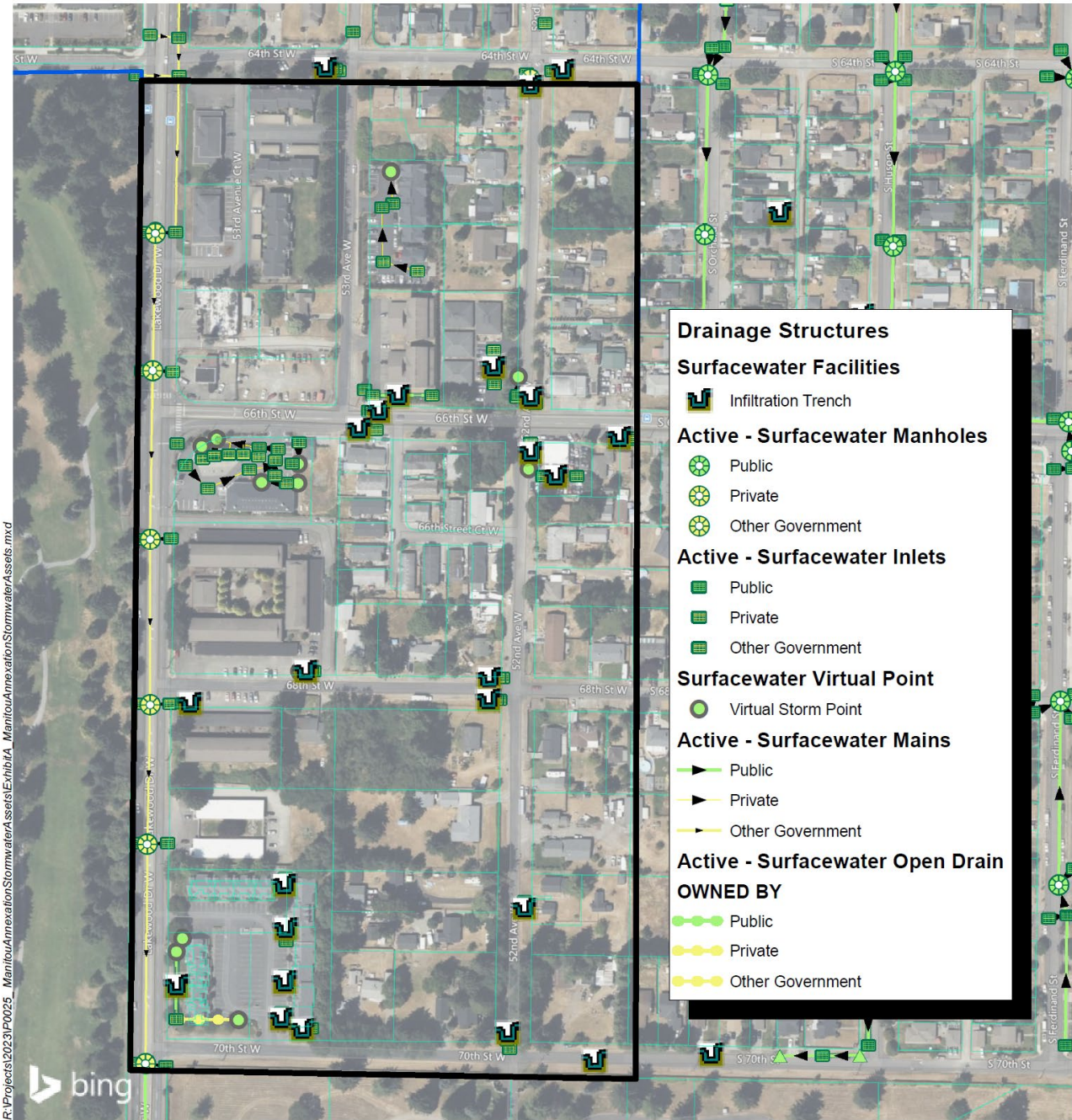
By: \_\_\_\_\_  
Name: John Burk  
Title: Division Manager, Science & Engineering  
Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Name: Christopher D Bacha  
Title: Chief Deputy City Attorney

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Deputy Prosecuting Attorney

# Exhibit A - Manitou Annexation Stormwater Assets



Map Date: 3/8/2023  
 Source: Science and Engineering Division  
 Environmental Services Department  
 City of Tacoma  
 326 East D Street, Tacoma WA 98421  
 (253) 591-5588

Feet  
 0 100 200 400



**WASTEWATER ASSET TRANSFER AGREEMENT**  
**BY AND BETWEEN**  
**PIERCE COUNTY AND**  
**THE CITY OF TACOMA**

This WASTEWATER ASSET TRANSFER AGREEMENT “**Agreement**” is entered into by and between the City of Tacoma, a Washington municipal corporation (hereinafter referred to as the “**City**”) and Pierce County, a Washington municipal corporation and political subdivision of the State of Washington (hereinafter referred to as the “**County**”), for the purpose and subject to the terms and conditions set forth herein. The City and County may be individually referred to as “**Party**” or collectively as “**Parties**”.

**RECITALS**

**WHEREAS** the City and County entered into that certain memorandum of understanding (**MOU**) for the transition of governmental services from Pierce County to the City of Tacoma related to the City’s annexation of the Manitou potential annexation area as described therein (**Manitou PAA**), and

**WHEREAS** the MOU provides at Section 4.11 that upon the ~~Effective-effective~~ Date date of the Manitou PAA annexation, the Tacoma Environmental Services Department’s Wastewater Management would take over the ownership and maintenance responsibility of the Wastewater assets as set forth in Section 8 of the MOU, and

**WHEREAS** Section 8 of the MOU provides that the transfer of legal control of wastewater assets owned and operated by Pierce County within the annexation area, as described

therein, would be completed through a separate transaction agreeable by both the City and County, and

**WHEREAS** the transfer of legal control will result in a change in the sewer service area for the County and City and a change in the point of connection of the County sanitary sewer system to the City sanitary sewer system, and

**WHEREAS** the City and County desire to enter into this agreement for the purpose of transfer of control and all right, title and interest of Pierce County in and to the herein described wastewater assets to the City, free and clear of all liens and encumbrances;

**NOW THEREFORE**, in consideration of the mutual rights, duties and obligations of the City and County as set forth herein, the City and County hereby agree as follows:

#### **SECTION 1 DEFINITIONS**

- 1.1 Account Debtor. "Account Debtor" shall mean and include any person liable on any Account Receivable, including without limitation, any guarantor of the Account Receivable and any issuer of a letter of credit or banker's acceptance.
- 1.2 Account Balance. "Account Balance" shall mean and refer to the gross amount of all Accounts Receivable.
- 1.3 Accounts Receivable. "Accounts Receivable" shall mean and refer to all revenues, whether billed or unbilled, that are legally enforceable by the County and Unpaid by an Account Debtor prior to the Effective Date.
- 1.4 Annexation Date. "Annexation Date" shall mean and refer to the Annexation Date as that term is defined in the MOU.
- 1.5 Wastewater Assets. "Wastewater Assets" shall mean and refer to all conveyances, or system of conveyances and related facilities that are owned by the County and

designed or used for collecting, conveying, or managing wastewater for treatment and disposal. The term Wastewater Assets specifically excludes side sewer connections to the public wastewater system. The known Wastewater Assets are depicted in Exhibit “A” attached hereto.

- 1.6 Unpaid. “Unpaid” shall mean payment has not been received and posted by the County to the account of the Account Debtor.

## **SECTION 2 PURPOSE**

- 2.1 Purpose. The purpose of this Agreement is to implement the provisions of the MOU at Sections 4.11 and 8 to transfer all right, title and interest of Wastewater Assets located within the PAA from the County to the City through a separate transaction agreed to by the City and County.

## **SECTION 3 TRANSFER OF WASTEWATER ASSETS**

- 3.1. The County warrants that it is the sole owner of the Wastewater Assets that are the subject of this Agreement and agrees that, upon the Effective Date, any and all right, title and interest of the Wastewater Assets located within the PAA, and operational control thereover, shall transfer to the City, free and clear of all liens and encumbrances and charges of any kind.
- 3.2. The County agrees to assign, transfer and convey to the City, in a form and content acceptable to the City Attorney, any and all right, title and interest that the County may have in and to easements or rights of entry granted, dedicated or assigned to the County for occupancy, use, maintenance, repair, replacement or operation of Wastewater Assets within the PAA and for ingress and egress to and from Wastewater Assets with the PAA.

- 3.3. The County agrees that within 180 days following the Annexation Date, it will conduct a reasonable search for the following records, and upon discovery of such records, provide copies of the same to the City:
  - 3.3.1. Non-compliance notifications given to the State Department of Ecology (Ecology) and related documentation, associated with the Wastewater Assets located within the PAA.\
  - 3.3.2. As-built or approved plan sets of all Wastewater Assets within the PAA and all private side sewers and lateral lines within the PAA.
  - 3.3.3. Approved reports such as wastewater capacity, associated with all Wastewater Assets within the PAA and all private side sewers and lateral lines within the PAA.
  - 3.3.4. Inspection records, including all video files, for Wastewater Assets within the PAA and all private side sewers and lateral lines within the PAA, either used by or submitted to the County for review.
  - 3.3.5. Records of complaints, warning letters, violations, and enforcement records related to Wastewater Assets within the PAA and all private side sewers and lateral lines within the PAA.
  - 3.3.6. Copies and dates of any specific education and outreach materials provided to parcel owners for all private wastewater systems within the PAA.
  - 3.3.7. List of any identified businesses or sites within the PAA that are pollution-generating.
  - 3.3.8. Records of illicit connections within the PAA to the Wastewater Assets and dates connections were fixed.



- 3.3.9. Any wastewater monitoring and flow data for Wastewater Assets within the PAA.
  - 3.3.10. Maintenance records for Wastewater Assets within the PAA.
  - 3.3.11. Easements for Wastewater Assets within the PAA.
  - 3.3.12. Side sewer construction notes/files for Wastewater Assets within the PAA.
  - 3.3.13. Records related to any claims, judgements, settlements or orders (whether issued by a court or agency with regulatory authority) with respect to the Wastewater Assets located within the PAA.
  - 3.3.14. All industrial discharge permits issued for discharges in the PAA together with all business inspection, compliance and enforcement records for businesses issued industrial discharge permits within the PAA.
- 3.4 Notice to Ecology. The City and County agree to include notice to Ecology of this annexation and transfer of service area.

#### **SECTION 4 SERVICE AREA**

- 4.1 Transfer of Service Area. On the first day of the first odd month following the Annexation Date (the “Transfer Date”), the wastewater service area that is co-extensive with the PAA (Transferred Service Area) shall transfer to the City and the City shall have the sole and exclusive right to provide wastewater services within the Transferred Service Area. All wastewater service customers within the Transferred Service Area shall, upon the Transfer Date, become customers of the City of Tacoma wastewater utility and the County will cease billing customers within the Transferred Service Area for wastewater services received on or after the Transfer Date.

- 4.2 Customer Information. The County shall 60 days prior to the Transfer Date provide the City with all customer account information for wastewater customers with customer premises located in the PAA, including all customer names and billing addresses.
- 4.3 Accounts Receivable. The County shall retain all right, title and interest and to the Account Balance.
- 4.4 Liabilities. The Parties agree that neither the transfer of the Wastewater Assets to the City nor the City's approval of the transfer shall in any respect relieve the County of any liability relating to all lawful requirements to construct, operate, and maintain the Wastewater Assets, known or unknown, occurring prior to the transfer of the Wastewater Assets or of responsibility for acts or omissions occurring prior to the transfer of the Wastewater Assets, known or unknown, or the consequences thereof.

## **SECTION 5 WASTEWATER CONNECTION**

- 5.1 Background. The Parties entered into a contract for sewage disposal dated November 1, 1975 (**Sewage Disposal Agreement**) authorizing among other things, a connection of the County wastewater system to the City wastewater system in the vicinity of South 64<sup>th</sup> Street and Orchard Street and South 68<sup>th</sup> Street and Orchard Street, for the discharge of wastewater collected by the County to the City for treatment and disposal. The Parties understand and believe that the connection that is the subject of the Sewage Disposal Agreement is located in the vicinity South 68<sup>th</sup> and Huson Street which is located downstream of and outside the Wastewater Assets and within the City limits of Tacoma. The Parties acknowledge and agree that the point of connection as set forth in the Sewage Disposal Agreement must be amended to reflect

- the transfer of the Wastewater Assets within the PAA to the City, and further acknowledge and agree that the Sewage Disposal Agreement has expired and the Parties are operating under a Defacto sewage disposal agreement.
- 5.2 The Parties also acknowledge and understand that certain parcels within the PAA are currently connected via private side sewer to the County's sanitary sewer main located in 64<sup>th</sup> Street and that wastewaters flows from these parcels are conveyed through the County's sanitary sewer main and the discharged to the City's Publicly Owned Treatment Works (POTW) for treatment and disposal. The Parties agree that upon the Effective Date, the County will accept and convey these wastewater flows for and on behalf of the City to the point of discharge to the City's POTW, that these customers will upon the Effective Date be customers of the City Sanitary Sewer utility, and that these wastewater flows will not be included in capacity calculations and limits applicable under existing agreements between the City and County for the City's acceptance of wastewater flows from the County for treatment and disposal.
- 5.3 New Agreement. The Parties agree to work in good faith to develop and negotiate the terms and conditions of wastewater treatment and disposal agreement to, among other things, establish the point of connection of the County's wastewater system to the City POTW to replace the point of connection authorized pursuant to the Sewage Disposal Agreement, to incorporate the provisions of Section 5.2 of this Agreement, and to jointly execute such an agreement.

## **SECTION 6 MISCELLANEOUS**

- 6.1 Cooperation. The City and County agree to cooperate with and support each other in complying with any requirements or actions as may be necessary or appropriate to

carry out the intent of this Agreement. Each Party will execute and deliver any additional documents and instruments and perform any additional acts that may be commercially reasonable, necessary or appropriate, or reasonably requested by the other Party, to effectuate and perform the Parties' obligations under this Agreement and the transactions contemplated hereby.

6.2 Amendments. This Agreement may be amended only by a written instrument executed by the Parties.

6.3 Governing Laws. Any action related to this Agreement shall be governed the laws of the State of Washington (except that body of law controlling conflict of laws). Any suit or proceeding arising out of or relating to this Agreement will be brought in the applicable federal or state court located in Pierce County, Washington, and each Party irrevocably submits to the jurisdiction and venue of such courts.

6.4 Execution. This Agreement may be executed in multiple counterparts, all of which taken together constitute one and the same instrument.

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IN WITNESS WHEREOF, each Party has caused this Agreement to be executed by its  
duly authorized representative effective as of the [Transfer Annexation](#) Date.

**CITY OF TACOMA, DEPARTMENT  
OF ENVIRONMENTAL SERVICES**

By: \_\_\_\_\_  
Name: Michael P. Slevin, III, P.E.  
Title Director  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: John Burk  
Title Division Manager, Science &  
Engineering  
Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Name: Christopher D Bacha  
Title Chief Deputy City Attorney

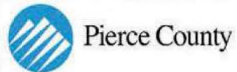
By: \_\_\_\_\_  
Name: Todd Campbell  
Title Deputy Prosecuting Attorney

**PIERCE COUNTY**

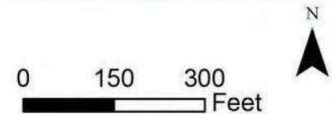
By: \_\_\_\_\_  
Name: Bruce F. Dammeier  
Title County Executive  
Date: \_\_\_\_\_



EXHIBIT A



**Manitou Neighborhood  
Sewer Service**



1 Sponsored by: Councilmember Connie Ladenburg  
2 Requested by: Pierce County Executive/Planning and Public Works

3  
4  
5 RESOLUTION NO. R2018-97  
6  
7

8 **A Resolution of the Pierce County Council Initiating Negotiations of an**  
9 **Interlocal Agreement with the City of Tacoma Regarding the**  
10 **Annexation of the Unincorporated Area Referred to as**  
11 **Manitou; and Directing the Planning and Public Works**  
12 **Department to Conduct a Public Hearing Jointly with the City**  
13 **of Tacoma for the Purpose of Soliciting Public Comment**  
14 **Regarding the Potential Annexation.**  
15

16 **Whereas**, the Pierce County Regional Council (PCRC) was created in 1992 by  
17 an interlocal agreement among the cities and towns of Pierce County and Pierce  
18 County, and charged with responsibilities, including but not limited to promoting  
19 intergovernmental cooperation and facilitating compliance with the Growth Management  
20 Act and the Multi-County Planning Policies; and  
21

22 **Whereas**, the Pierce County Countywide Planning Policies (CPPs) are written  
23 policy statements which are to be used solely for establishing a countywide framework  
24 from which the County and County municipal comprehensive plans are developed and  
25 adopted; and  
26

27 **Whereas**, the Pierce County CPPs direct the County to consult with its Cities and  
28 Towns and designate Potential Annexation Areas (PAAs) through the County  
29 Comprehensive Plan; and  
30

31 **Whereas**, the Pierce County CPPs identify unincorporated “islands” as the  
32 County’s highest priority for annexation; and  
33

34 **Whereas**, Pierce County adopted an updated Pierce County Comprehensive  
35 Plan through Ordinance No. 2015-40 on August 28, 2015; and  
36

37 **Whereas**, the 2015 Comprehensive Plan contains policies that direct the County  
38 to promote annexation of PAAs; and  
39

40 **Whereas**, the 2015 Comprehensive Plan contains Policy LU-4.1.2 that states,  
41 “The County’s highest priority for annexation are unincorporated islands between cities  
42 and towns.”; and  
43

44 **Whereas**, the 2015 Comprehensive Plan update designated certain  
45 unincorporated urban areas as PAAs; and  
46





1           **Whereas**, the 2015 Comprehensive Plan designated the unincorporated Manitou  
2 area as a Tacoma PAA; and

3  
4           **Whereas**, the unincorporated Manitou area is an unincorporated “island”  
5 between the City of University Place and City of Tacoma; and

6  
7           **Whereas**, RCW 35A.14.460 allows Pierce County to enter into an interlocal  
8 agreement with a city to annex an area within its PAA when at least 60 percent of the  
9 boundary is contiguous with a city; and

10  
11           **Whereas**, the unincorporated Manitou area meets the requirements of  
12 RCW 35.14.460; and

13  
14           **Whereas**, a public meeting was held on May 14, 2018, to present information  
15 relevant to annexation of the unincorporated Manitou area into the City of Tacoma to  
16 residents, business owners, and property owners; and

17  
18           **Whereas**, RCW 35.14.460 (1) allows either the legislative body of a county or  
19 code city to initiate an annexation process by adopting a resolution commencing  
20 negotiations for an interlocal annexation agreement; and

21  
22           **Whereas**, if the City and the County reach such an agreement, RCW 35A.14.460  
23 requires a public hearing to be held by each legislative body, separately or jointly,  
24 before the interlocal agreement is executed; and

25  
26           **Whereas**, RCW 35A.14.460 requires that each legislative body holding a public  
27 hearing shall, separately or jointly, publish the interlocal agreement at least once a week  
28 for two weeks before the date of the hearing in one or more newspapers of general  
29 circulation within the territory proposed for annexation; and

30  
31           **Whereas**, the County Council shall take future action to acknowledge its  
32 approval of the resulting interlocal agreement and authorizing the Pierce County  
33 Executive to execute the agreement; **Now Therefore**,

34  
35           **BE IT RESOLVED by the Council of Pierce County:**

36  
37           Section 1. The Pierce County Council hereby requests the Pierce County  
38 Executive to initiate negotiations with the City of Tacoma regarding the annexation of  
39 the unincorporated area referred to as Manitou which is illustrated in Exhibit A, attached  
40 hereto and incorporated herein by reference.





1        Section 2. The Pierce County Council directs the Pierce County Planning and  
2 Public Works Department to hold a public meeting jointly with the City of Tacoma during  
3 the period of negotiations to provide residents, business owners, and property owners  
4 with updated information and solicit feedback.

5  
6            **ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.**

7  
8 ATTEST:

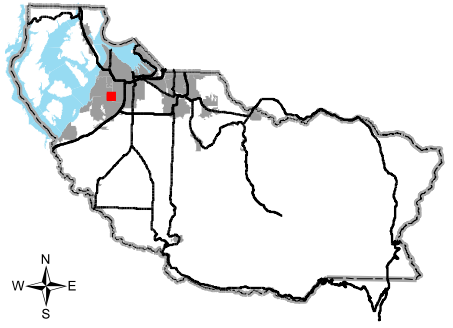
**PIERCE COUNTY COUNCIL**  
Pierce County, Washington

9  
10  
11  
12 \_\_\_\_\_  
13 **Denise D. Johnson**  
14 Clerk of the Council



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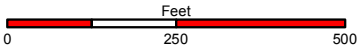
**Douglas G. Richardson**  
Council Chair





### City of Tacoma: Potential Annexation Areas

-  Tax Parcels
-  Municipal Area



Pierce County  
Department of Planning and Public Works  
Plot Date: 2/16/2018

Map Disclaimer: The map features are approximate and are intended only to provide an indication of said feature. Additional areas that have not been mapped may be present. This is not a survey. The County assumes no liability for variations ascertained by actual survey. ALL DATA IS EXPRESSLY PROVIDED 'AS IS' AND 'WITH ALL FAULTS'. The County makes no warranty of fitness for a particular purpose.

## Exhibit A - Manitou R2018-97 Exhibit A



## RESOLUTION NO. 40150

1 A RESOLUTION relating to annexation; initiating the planning process and  
2 negotiation of an interlocal agreement with Pierce County relating to the  
3 proposed annexation of the Manitou Potential Annexation Area.

4 WHEREAS the Manitou Potential Annexation Area ("Manitou PAA"), as  
5 designated on the map in the attached Exhibit "A," is one of the City's Urban  
6 Growth Areas ("UGAs"), as designated in the One Tacoma Comprehensive Plan  
7 and Pierce County's Comprehensive Plan, pursuant to the Washington State  
8 Growth Management Act ("Act") and consistent with the Regional VISION 2040 and  
9 Pierce County Countywide Planning Policies ("Pierce County CPPs"), and

10 WHEREAS, with approximately 83 percent of its boundaries contiguous to  
11 the City of Tacoma and 17 percent to the City of University Place, the Manitou PAA  
12 is identified as one of the unincorporated "islands" of Pierce County, and, as such,  
13 its annexation to the City of Tacoma is encouraged by the Act and considered a  
14 high priority in VISION 2040 and the Pierce County CPPs, and

15 WHEREAS, as set forth in Goal PFS-2 of the One Tacoma Plan, the Public  
16 Facilities and Services Element, the City will "in partnership with residents, service  
17 providers and adjoining jurisdictions, incorporate the City's Urban Growth Area by  
18 2040," and

19 WHEREAS Pierce County has approached the City to suggest  
20 collaboratively pursuing planning efforts for the annexation of the Manitou PAA, and

21 WHEREAS, on May 14, 2018, a community meeting was held jointly by staff  
22 of Pierce County and the City to inform and engage residents, business owners,  
23 and property owners before the planning process officially commenced, and  
24  
25  
26





1 WHEREAS RCW 35.13.470 allows the legislative body of a county or city to  
2 initiate an annexation process for unincorporated territory by adopting a resolution  
3 commencing negotiations for an interlocal agreement, provided that the territory  
4 proposed for annexation meets both criteria of being a designated UGA within the  
5 annexing city and having at least 60 percent of its boundaries contiguous to the  
6 annexing city, and

7 WHEREAS, on September 4, 2018, the Pierce County Council adopted  
8 Resolution No. R2018-97, in accordance with RCW 35.13.470, to initiate the  
9 negotiation of such interlocal agreement with the City, and  
10

11 WHEREAS, at its meetings of August 21 and October 16, 2018, the  
12 Government Performance and Finance Committee reviewed the Manitou PAA and  
13 recommended that the City Council consider adoption of a resolution,  
14 corresponding to the action of the Pierce County Council, to commence the  
15 annexation process, which resolution would (1) authorize the City Manager and  
16 designated officials to begin negotiation the terms of an interlocal annexation  
17 agreement with Pierce County; (2) authorize the City Manager to work with  
18 Planning and Development Services staff to continue conducting community  
19 outreach and engagement services for the Manitou PAA, in collaboration with  
20 Pierce County, and to continue analyzing the potential fiscal impacts of said  
21 annexation to the City; and (3) request the Planning Commission to conduct  
22 appropriate pre-annexation planning for the Manitou PAA, in accordance with  
23 Tacoma Municipal Code 13.02.040.K; Now, Therefore,  
24  
25  
26



BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TACOMA:

1 Section. 1. That the City Manager is hereby directed to work with City staff  
2 and other designated officials to begin negotiating the terms of an interlocal  
3 annexation agreement with Pierce County for the Manitou Potential Annexation  
4 Area ("Manitou PAA"), as designated on the map in the attached Exhibit "A."  
5

6 Section 2. That the City Manager is hereby directed to work with Planning  
7 and Development Services Department staff to continue conducting community  
8 outreach and engagement services for the Manitou PAA, in collaboration with  
9 Pierce County, and to continue analyzing the potential fiscal impacts of said  
10 annexation to the City.  
11

12 Section 3. That the Planning Commission is hereby directed to conduct  
13 appropriate pre-annexation planning for the Manitou PAA, in accordance with  
14 Tacoma Municipal Code 13.02.040.K.  
15

16 Adopted OCT 30 2018

17 

18 Mayor

19 Attest:

20 

21 City Clerk

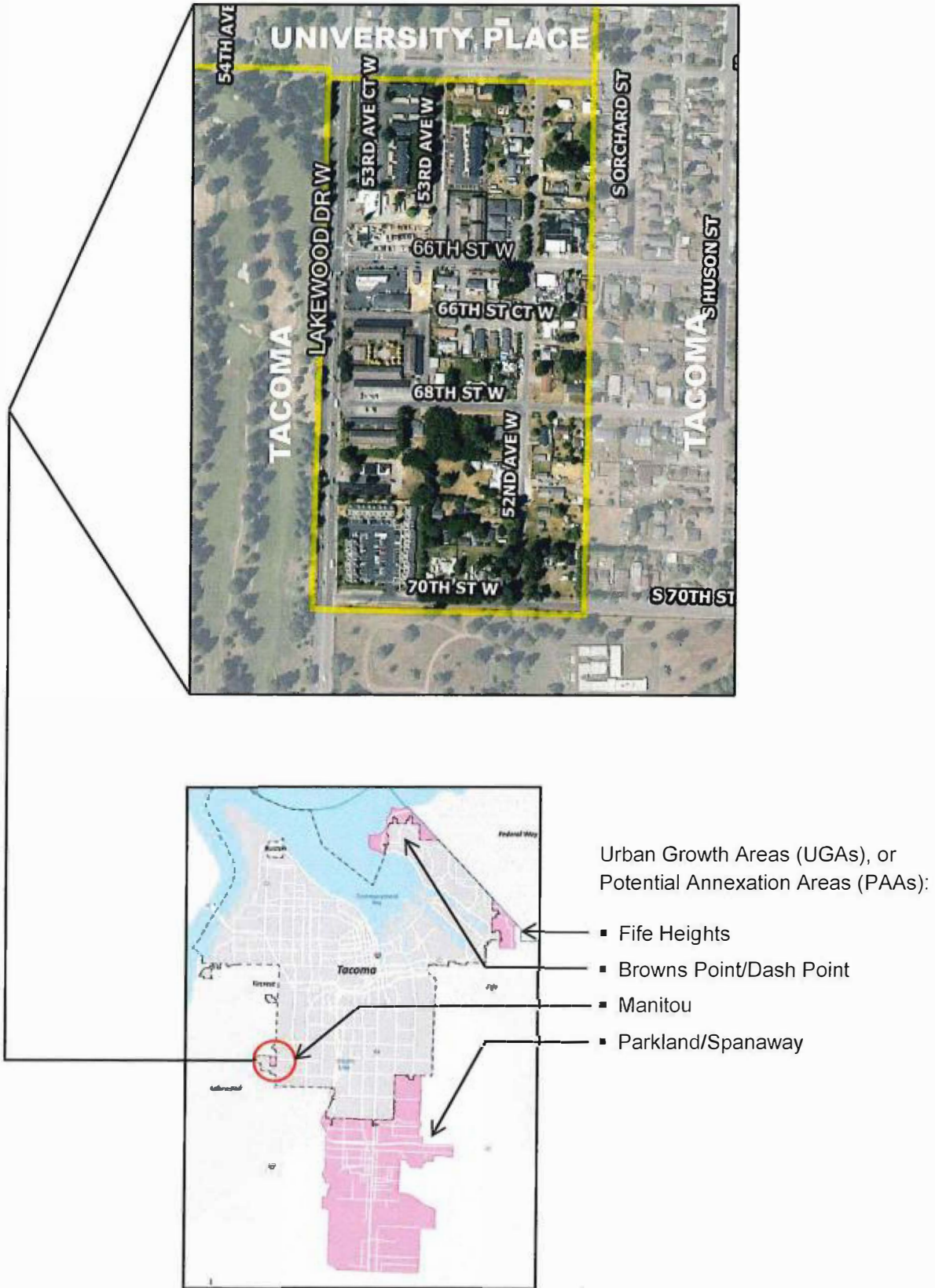
22 Approved as to form:

23   
24  
25 Deputy City Attorney

26

# Exhibit "A"

Map 1. Manitou Potential Annexation Area Location Map



1 Sponsored by: Councilmember Ryan Mello  
2 Requested by: County Executive/Planning and Public Works

3  
4  
5  
6  
7  
8  
9 **ORDINANCE NO. 2021-81s**

10  
11  
12  
13 **An Ordinance of the Pierce County Council Acknowledging Approval of an**  
14 **Interlocal Agreement with the City of Tacoma Regarding the**  
15 **Annexation of an Unincorporated Urban Area in the “Manitou**  
16 **Potential Annexation Area” Utilizing the Procedures Set**  
17 **Forth in Revised Code of Washington (RCW) 35.13.470, and**  
18 **Authorizing the Pierce County Executive to Execute Said**  
19 **Agreement; Authorizing the Executive to Enter into a**  
20 **Memorandum of Understanding Regarding the Transition of**  
21 **Governmental Services Related to Said Annexation; and**  
22 **Adopting Findings of Fact.**

23  
24 **Whereas**, the Pierce County Regional Council (PCRC) was created in 1992 by  
25 an interlocal agreement among the cities and towns of Pierce County and Pierce  
26 County, and charged with responsibilities, including, but not limited to, serving as a local  
27 link to the Puget Sound Regional Council, promoting intergovernmental cooperation,  
28 facilitating compliance with the Growth Management Act (GMA) and the Multicounty  
29 Planning Policies, and developing a consensus among jurisdictions regarding the  
30 development and modification of the Countywide Planning Policies; and

31  
32 **Whereas**, the Pierce County Countywide Planning Policies (CPPs) are written  
33 policy statements which are to be used solely for establishing a countywide framework  
34 from which the County and County Municipal Comprehensive Plans are developed and  
35 adopted; and

36  
37 **Whereas**, the CPPs direct the County to consult with its cities and towns and  
38 designate Potential Annexation Areas (PAAs) through the County Comprehensive Plan;  
39 and

40  
41 **Whereas**, the CPPs identify unincorporated “islands” as the County’s highest  
42 priority for annexation; and





1           **Whereas**, Pierce County adopted an updated Pierce County Comprehensive  
2 Plan through Ordinance No. 2015-40; and

3  
4           **Whereas**, the 2015 Comprehensive Plan update designated certain  
5 unincorporated urban areas as Potential Annexation Areas; and

6  
7  
8           **Whereas**, Section 35.13.470 of the Revised Code of Washington (RCW) allows  
9 Pierce County to enter into an interlocal agreement with a city to annex an area within  
10 its PAA when at least 60 percent of the boundary of the area is contiguous with a city;  
11 and

12  
13           **Whereas**, RCW 35.13.470 allows either the legislative body of a county or city to  
14 initiate an annexation process by adopting a resolution commencing negotiations for an  
15 interlocal agreement; and

16  
17           **Whereas**, the proposed annexation area meets the requirements of RCW  
18 35.13.470; and

19  
20           **Whereas**, Pierce County (County) and the City of Tacoma (City) staff jointly held  
21 a community meeting on May 14, 2018 to inform the property owners and residential of  
22 the potential annexation of the area, present information on the process, and solicit  
23 questions and comments; and

24  
25           **Whereas**, the County passed Resolution No. R2018-97 on September 4, 2018,  
26 directing the Planning and Public Works Department to conduct a public hearing jointly  
27 with the City of Tacoma for the purpose of soliciting public comment regarding the  
28 potential annexation of the unincorporated Manitou area; and

29  
30           **Whereas**, the City Council passed Resolution No. 40150 on October 30, 2018,  
31 initiating the planning process and negotiation of an interlocal agreement with Pierce  
32 County regarding the proposed annexation of the Manitou Potential Annexation Area;  
33 and

34  
35           **Whereas**, the County and the City jointly held another community meeting on  
36 December 10, 2018, to follow up on questions raised at the May 2018 community  
37 meeting; and

38  
39           **Whereas**, between July 2018 and August 2019, the City held many Planning  
40 Commission study sessions and hearings, and a City Council hearing to evaluate the  
41 annexation proposal and to develop pre-annexation zoning for the area; and





1       **Whereas**, in early and mid-2020, the pandemic delayed annexations activities;  
2 and

3  
4       **Whereas**, the City and the County completed their negotiations in June 2021;  
5 and

6  
7       **Whereas**, the City hosted a virtual community meeting on June 30, 2021 to  
8 provide the status and answer questions on the annexation efforts; and

9  
10       **Whereas**, RCW 35.13.470 requires a public hearing to be held by each  
11 legislative body, separately or jointly, before the agreement is executed; and

12  
13       **Whereas**, RCW 35.13.470 requires that each legislative body holding a public  
14 hearing shall, separately or jointly, publish the agreement at least once a week for two  
15 weeks before the date of the hearing in one or more newspapers of general circulation  
16 within the territory proposed for annexation; and

17  
18       **Whereas**, the County published the proposed agreement twice during the period  
19 of September 8, 2021 and September 15, 2021 in *The News Tribune*; and

20  
21       **Whereas**, the Pierce County Council held a public hearing on September 28,  
22 2021; and

23  
24       **Whereas**, the City will publish notice of the proposed effective date of the  
25 annexation, together with a description of the property to be annexed as required by  
26 RCW 35A.14.460(4); **Now Therefore**,

27  
28       **BE IT ORDAINED by the Council of Pierce County:**

29  
30       Section 1. The Pierce County Council hereby approves an interlocal annexation  
31 agreement with the City of Tacoma regarding the annexation of unincorporated territory  
32 pursuant to the procedures set forth in RCW 35.13.470. The Executive is hereby  
33 authorized to enter into said agreement, which is substantially in the form as shown in  
34 Exhibit A, which is attached hereto and incorporated herein by reference.

35  
36       Section 2. The Pierce County Council hereby authorizes the Executive to enter  
37 into a memorandum of understanding regarding the transition of governmental services  
38 associated with the interlocal annexation agreement described in Section 1 above. Said  
39 memorandum of understanding, which is substantially in the form as shown in Exhibit B,  
40 which is attached hereto and incorporated herein by reference.



1 Section 3. Findings of Fact are hereby adopted as shown in Exhibit C, which is  
2 attached hereto and incorporated herein by reference.

3  
4  
5 PASSED this 28<sup>th</sup> day of September, 2021.

6  
7 ATTEST:

8 PIERCE COUNTY COUNCIL  
9 Pierce County, Washington

10  
11 Denise D. Johnson

12 **Denise D. Johnson**  
13 Clerk to the Council

14  
15 Derek Young

16 **Derek Young**  
17 Council Chair

18  
19 Bruce F. Dammeier

20 **Bruce F. Dammeier**

21 Pierce County Executive

22 Approved  Vetoed \_\_\_\_\_, this  
23 8<sup>th</sup> day of October,  
24 2021.

25 Dates of Publication of

26 Notice of Public Hearing: September 8, 2021 and September 15, 2021

Effective Date of Ordinance: October 18, 2021



**ANNEXATION AGREEMENT BETWEEN  
THE CITY OF TACOMA  
and  
PIERCE COUNTY**

THIS INTERLOCAL AGREEMENT, hereinafter referred to as the “Agreement,” is entered into under the authority of Chapter 39.34 RCW and RCW 35.13.470 and 35.13.480 as of the effective Date (defined in Section 4.13 below) by and between the City of Tacoma, a Washington municipal corporation (hereinafter referred to as the “City”), and Pierce County, a Washington municipal corporation (hereinafter referred to as the “County”), subject to the terms and conditions set forth herein.

**RECITALS**

**WHEREAS**, the County designated an Urban Growth Area for the City as required by the Growth Management Act (GMA), codified as RCW 36.70A; and

**WHEREAS**, RCW 36.70A.110(7) states, “An urban growth area designated in accordance with this section may include within its boundaries...potential annexation areas designated for specific cities or towns within the county.”; and

**WHEREAS**, the City is a first-class charter city incorporated under RCW 35 and has authority under RCW 35.13 to annex property within its Urban Growth Area; and

**WHEREAS**, RCW 35.13.470 allows the City and the County to enter into an Interlocal Agreement to annex an unincorporated territory when at least sixty percent (60%) of the boundary of the area to be annexed are contiguous to the corporate boundary of the City and the area is within the City’s Urban Growth Area designated under RCW 36.70A.110; and

**WHEREAS**, the Manitou Potential Annexation Area (hereinafter referred to as “PAA”) is within the City’s Potential Annexation Areas and Urban Growth Areas as designated in the *One Tacoma Comprehensive Plan* pursuant to RCW 36.70A.110, and more than sixty percent (60%) of its boundary is contiguous with the City’s boundary; and



1           **WHEREAS**, the City desires to annex the Manitou PAA into the City utilizing the  
2 annexation method provided in RCW 35.13.470 and 35.13.480. The PAA is depicted with  
3 an area map and a list of parcels, for illustration purposes, on Attachments A and B,  
4 respectively, attached hereto; and

5           **WHEREAS**, the Pierce County Council passed Resolution Number R2018-97 on  
6 September 4, 2018 and the Tacoma City Council passed Resolution Number 40150 on  
7 October 30, 2018, directing the respective County and City staff to negotiate an Interlocal  
8 Agreement to annex the PAA subject to this Agreement as required by RCW  
9 35.13.470(1); and

10           **WHEREAS**, annexation of the PAA subject to this Agreement is exempt from  
11 compliance with the requirements of the State Environmental Policy Act pursuant to RCW  
12 43.21C.222; and

13           **WHEREAS**, the Annexation ordinance provided for in RCW 35.13.470 is subject  
14 to referendum within forty-five (45) days after adoption; and

15           **WHEREAS**, after the expiration of the forty-fifth day from, but excluding the date  
16 of, adoption of the annexation ordinance, if no timely and sufficient referendum petition  
17 has been filed, the area annexed shall become a part of the City of Tacoma; and

18           **WHEREAS**, the City and County have published notice of adoption of this  
19 Agreement as required by RCW 35.13.470(3); and

20           **WHEREAS**, the City will publish notice of the proposed effective date of the  
21 annexation, together with a description of the property to be annexed, as required by  
22 RCW 35.13.470(4); and

23           **WHEREAS**, the Tacoma City Council has enacted Resolution Number \_\_\_\_\_ on  
24 \_\_\_\_\_, authorizing the City Manager to enter into this Agreement; and

25           **WHEREAS**, the Pierce County Council has enacted Ordinance No. 2020-81 on  
26 September 28, 2021 authorizing the County Executive to enter into this Agreement; and







City:  
Office of the City Manager  
Tacoma Municipal Building  
747 Market Street, Room 1200  
Tacoma, WA 98402

County:  
Office of the Pierce County Executive  
County-City Building  
930 Tacoma Avenue South, Room 737  
Tacoma, WA 98402

Director:  
Pierce County Planning and Public Works  
Public Services Building  
2401 South 35th Street, Room 175  
Tacoma WA 98409

1           **4.2    Indemnification and Defense.**

2           **4.2.1** The City agrees to defend, indemnify, and save harmless the County,  
3                           its appointed and elected officers, and employees, from and against  
4                           all loss or expense, including but not limited to judgments,  
5                           settlements, attorney’s fees, and costs by reason of any and all  
6                           claims and demands upon the County, its elected or appointed  
7                           officials, or employees for damages because of personal or bodily  
8                           injury, including death at any time resulting therefrom, sustained by  
9                           any person or persons, and for damages to property including loss  
10                          of use thereof, when such injury to persons or damage to property is  
11                          due to the negligence of the City, its subcontractors, its successor or  
12                          assigns, or its agent, servants, or employees.

13           **4.2.2** The County agrees to defend, indemnify and save harmless the City,  
14                           its appointed and elected officers, and employees, from and against  
15                           all loss or expense, including but not limited to judgements,  
16                           settlements, attorney’s fees, and costs by reason of any and all  
17                           claims and demands upon the City, its elected or appointed officials,  
18                           or employees for damages because of personal or bodily injury,  
19                           including death at any time resulting therefrom, sustained by any  
20                           person or persons, and for damages to property including loss of use  
21                           thereof, when such injury to persons or damage to property is due to





1 the negligence of the County, its subcontractors, its successor or  
2 assigns, or its agent, servants, or employees.

3 **4.2.3** Should Pierce County be determined liable for said damages caused  
4 by or resulting from the concurrent negligence of the County and the  
5 City, the City shall indemnify Pierce County only to the extent of the  
6 City's negligence, and Pierce County shall indemnify the City only to  
7 the extent of Pierce County's negligence.

8 **4.2.4** In the event that one party defends the other, the defending party  
9 shall have the sole right to select legal counsel to defend against the  
10 claim, demand, or cause of action. In the event that defense is  
11 undertaken, the defending party shall be empowered to settle or  
12 compromise the claim, demand, or cause of action, and the defended  
13 party shall not interfere therewith, provided that if the defending party  
14 settles a claim, demand, or cause of action against the other party  
15 without that party's consent, the non-consenting party shall not be  
16 liable for any settlement or fees.

17 **4.3 Amendments.** This Agreement may be amended or modified in  
18 accordance with applicable laws, rules, or regulations, and upon mutual consent of the  
19 parties; such mutual consent of the Parties shall be evidenced by a written amendment  
20 signed by the parties.

21 **4.4 Rights Reserved.** Nothing in this Agreement is intended to waive or limit  
22 the rights of the parties to require mitigation for any impact as allowed by federal, state,  
23 or local laws and ordinances including but not limited to environmental impacts governed  
24 by Chapter 43.21C RCW or mitigation fees governed by RCW 82.02.050.

25 **4.5 Title of Parts and Sections.** Any titles of the parts, sections, or subsections  
26 of this Agreement are inserted for convenience of reference only and shall be disregarded  
27 in construing or interpreting any part of its provisions.

28 **4.6 Applicable Law.** This Agreement shall be interpreted under and pursuant  
29 to the laws of the State of Washington.





1           **4.7 Severability.** If any term, provision, covenant, or condition of this  
2 Agreement is held by a court of competent jurisdiction to be invalid, void, or  
3 unenforceable, the remainder of the provisions shall continue in full force and effect  
4 unless the rights and obligations of the Parties have been materially altered or abridged  
5 by such invalidation, voiding, or unenforceability.

6           **4.8 Legal Actions.** In the event any legal action is commenced to interpret or  
7 to enforce the terms of this Agreement, or to collect damages as a result of any breach  
8 of the Agreement, the party prevailing in any such action shall be entitled to recover  
9 against the party not prevailing all reasonable attorneys' fees and costs incurred in the  
10 action.

11           **4.9 Joint Board.** This Interlocal Agreement does not establish or create a  
12 separate legal administrative entity, joint board, or joint budget authority to accomplish  
13 the purposes of the Agreement.

14           **4.10 Recordation.** Within ten (10) days after the effective date of this  
15 Agreement, the Clerk of the County Council shall have this Agreement recorded with the  
16 County Auditor/Recorder of Pierce County. In the alternative, the parties may mutually  
17 agree to post this Agreement electronically on their websites.

18           **4.11 Execution of Other Documentation.** The City and the County agree to  
19 execute any further documentation that may be necessary to carry out the intent and  
20 obligations under this Agreement.

21           **4.12 Complete Understanding of the Parties.** This Agreement is executed in  
22 two (2) duplicate originals, each of which is deemed to be an original. This Agreement  
23 consists of 8 pages and constitutes the entire understanding and agreement of the  
24 Parties.

25           **4.13 Effective Date.** The Effective Date of this Agreement shall be the date upon  
26 which the Agreement is approved by official action of the legislative bodies of each of the  
27 Parties, and the MOU is signed by the duly authorized representative of each of the  
28 Parties.

29



1 CITY OF TACOMA

PIERCE COUNTY

2 \_\_\_\_\_  
3 Elizabeth Pauli  
4 City Manager

\_\_\_\_\_   
Bruce F. Dammeier  
Pierce County Executive

5 By direction of the Tacoma City Council

6 in Open Public Meeting on \_\_\_\_\_

7 Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

8 Authenticated by:

Attested by:

9 \_\_\_\_\_  
10 Tacoma City Clerk

\_\_\_\_\_   
Pierce County Council Clerk

11 Approved as to Form:

Approved as to Form:

12 \_\_\_\_\_  
13 City of Tacoma Attorney

\_\_\_\_\_   
Pierce County Attorney

14



# Manitou Neighborhood

Attachment "A"



Potential Annexation Area as designated in Pierce County and City of Tacoma Comprehensive Plans



Date: 4/10/2020  
\\fs005\ITGIS\Projects\2020\PO36\_PDS\_ManitouAnnexation\MXD\Manitou Potential Annexation 8x11 050918.mxd  
Author: Ihamlin





## Attachment "B"

### Manitou Potential Annexation Area - Parcel Listing

<u>No.</u>	<u>Tax Parcel Number</u>	<u>Site Address</u>
1	0220261005	6413 53RD AV W
2	0220261007	6509 LAKEWOOD DR W
3	0220261016	6407 52ND AV W
4	0220261019	6411 52ND AV W
5	0220261024	6402 52ND AV W
6	0220261045	5216 64TH ST W
7	0220265008	6407 53RD AV W
8	0220261011	5211 66TH ST W
9	0220261044	6424 52ND AV W
10	0220265001	6416 52ND AV W
11	0220261014	6427 52ND AV W
12	0220261036	6402 52ND AV W
13	0220265003	6418 52ND AV W
14	0220265004	6403 LAKEWOOD DR W
15	0220265005	6419 LAKEWOOD DR W
16	0220265007	5220 64TH ST W
17	0220261009	5153 66TH ST W
18	0220261013	6425 52ND AV W
19	0220261039	5115 66TH ST W
20	0220261006	6421 53RD AV W
21	0220261018	6436 53RD AV W
22	0220261034	5201 TO 5207 66TH ST W
23	0220265006	6407 TO 6425 53RD AVCT W
24	0220265009	5218 64TH ST W
25	9002570020	6915 LAKEWOOD DR W UNIT A-2
26	9002570030	6915 LAKEWOOD DR W UNIT A-3
27	9002570040	6915 LAKEWOOD DR W UNIT A-4
28	9002670021	6915 LAKEWOOD DR W UNIT D-2,3
29	9003530030	6923 LAKEWOOD DR W UNIT B-3
30	9003530060	6927 LAKEWOOD DR W UNIT C-3
31	9002570030	6915 LAKEWOOD DR W UNIT A-3
32	9002670021	6915 LAKEWOOD DR W UNIT D-2,3
33	9003530020	6923 LAKEWOOD DR W UNIT B-2
34	5455000440	6609 52ND AV W
35	5455000510	5320 66TH ST W
36	5455000530	6802 52ND AV W
37	5455000540	6814 52ND AV W
38	5455000550	6824 52ND AV W
39	5455000602	6915 LAKEWOOD DR W
40	5455000401	6611 52ND AV W
41	5455000490	6630 52ND AV W
42	5455000560	6828 52ND AV W
43	5455000591	XXX LAKEWOOD DR W
44	5455000230	6821 52ND AV W
45	5455000500	6611 LAKEWOOD DR W
46	9005060030	6605 52ND AVCT W
47	9005060170	6603 52ND AVCT W

1  
2



48	9002570010	6915 LAKEWOOD DR W UNIT A-1
49	9002570020	6915 LAKEWOOD DR W UNIT A-2
50	9003530050	6927 LAKEWOOD DR W UNIT C-2
51	9003530070	6927 LAKEWOOD DR W UNIT C-4
52	9005060060	6608 52ND AVCT W
53	9005060090	6616 52ND AVCT W
54	9005060120	5204 66TH STCT W
55	9005060130	5202 66TH STCT W
56	9005060140	5205 66TH STCT W
57	9005060150	5203 66TH STCT W
58	9002570010	6915 LAKEWOOD DR W UNIT A-1
59	9002670010	6915 LAKEWOOD DR W UNIT D-1
60	9002670040	6915 LAKEWOOD DR W UNIT D-4
61	9003530040	6927 LAKEWOOD DR W UNIT C-1
62	5455000210	6925 52ND AV W
63	5455000450	5030 66TH ST W
64	5455000460	5106 66TH ST W
65	5455000630	5304 68TH ST W
66	9005060020	6606 52ND AVCT W
67	9005060070	6610 52ND AVCT W
68	9005060100	5212 66TH STCT W
69	9005060110	5210 66TH STCT W
70	9002670010	6915 LAKEWOOD DR W UNIT D-1
71	9003530010	6923 LAKEWOOD DR W UNIT B-1
72	9005060050	6609 52ND AVCT W
73	9005060160	6602 52ND AV W
74	5455000190	6929 52ND AV W
75	5455000270	6803 52ND AV W
76	5455000375	6621 TO 6623 52ND AV W
77	5455000471	REFERENCE
78	5455000520	5302 66TH ST W
79	5455000594	XXX 70TH ST W
80	5455000620	6807 TO 6809 LAKEWOOD DR W
81	9002570040	6915 LAKEWOOD DR W UNIT A-4
82	9002670021	6915 LAKEWOOD DR W UNIT D-2,3
83	9002670021	6915 LAKEWOOD DR W UNIT D-2,3
84	9002670040	6915 LAKEWOOD DR W UNIT D-4
85	5455000250	5106 68TH ST W
86	5455000260	5112 68TH ST W
87	5455000374	5105 68TH ST W
88	5455000402	6615 52ND AV W
89	5455000430	5112 66TH ST W
90	5455000480	5205 68TH ST W
91	5455000481	5215 68TH ST W
92	5455000570	6930 52ND AV W
93	5455000580	5213 70TH ST W
94	5455000640	6811 LAKEWOOD DR W
95	9005060010	6604 52ND AVCT W
96	9005060040	6607 52ND AVCT W
97	9005060080	6614 52ND AVCT W

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**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE CITY OF TACOMA**  
**and**  
**PIERCE COUNTY**  
**\_\_\_\_\_ , 2021**



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**Attachments**

- A.** Manitou Potential Annexation Area Legal Description
- B.** Manitou Potential Annexation Area Map, Sewer Lines and Stormwater Assets
- C.** Manitou Potential Annexation Area Parcel Listing
- D.** Manitou Potential Annexation Area Land Use and Zoning



1           **ANNEXATION MEMORANDUM OF UNDERSTANDING BETWEEN**  
2                                   **THE CITY OF TACOMA**  
3                                   **and**  
4                                   **PIERCE COUNTY**  
5

6           THIS MEMORANDUM OF UNDERSTANDING, hereinafter referred to as the “MOU,”  
7 is made and entered as of the Effective Date (defined in Section 2.3 below) by and between the  
8 City of Tacoma, a Washington municipal corporation and political subdivision of the State of  
9 Washington (hereinafter referred to as the “City”) and Pierce County, a Washington municipal  
10 corporation and political subdivision of the State of Washington (hereinafter referred to as the  
11 “County”), subject to the terms and conditions set forth herein.

12                                   **RECITALS**

13           **WHEREAS**, the County designated an Urban Growth Area for the City as required by the  
14 Growth Management Act (“GMA”), codified as RCW 36.70A;

15           **WHEREAS**, RCW 36.70A.110(7) states, “An urban growth area designated in accordance  
16 with this section may include within its boundaries...potential annexation areas designated for  
17 specific cities or towns within the county.”;

18           **WHEREAS**, the City is a first-class charter city incorporated under the RCW 35 and has  
19 authority under RCW 35.13 to annex property within its urban growth area;

20           **WHEREAS**, RCW 35.13.470 allows the City and the County to enter into an Interlocal  
21 Agreement to annex an unincorporated territory when at least sixty percent (60%) of the boundary  
22 of the area to be annexed are contiguous to the corporate boundary of the City and the area is  
23 within the City’s urban growth area designated under RCW 36.70A.110;

24           **WHEREAS**, the Manitou Potential Annexation Area (hereinafter referred to as “PAA”) is  
25 within the City’s Potential Annexation Areas and Urban Growth Areas as designated in its *One*  
26 *Tacoma Comprehensive Plan* pursuant to RCW 36.70A.110, and more than sixty percent (60%)  
27 of its boundary is contiguous with the City’s boundary;

28           **WHEREAS**, the Pierce County Council passed Resolution Number R2018-97 on  
29 September 4, 2018 and the Tacoma City Council passed Resolution 40150 on October 30, 2018,







1 related to the City’s annexation of the Manitou PAA. The Parties anticipate formulating a more  
2 definitive and enforceable Interlocal Annexation Agreement in conjunction with this MOU.

3 **SECTION 2. DEFINITIONS**

4 **2.1 Affected Project.** All projects within the PAA that are subject to the Notice of  
5 Application requirements of RCW 36.70B.110, or subject to review under the State Environmental  
6 Policy Act (SEPA).

7 **2.2 Annexation Date.** The annexation date shall be the date fixed by ordinance and  
8 shall not be fewer than forty-five (45) days from the date of adoption of the ordinance.

9 **2.3 Effective Date.** The Effective Date of this MOU shall be the date upon which the  
10 MOU is approved by official action of the legislative bodies of each of the Parties, and the MOU  
11 is signed by the duly authorized representative of each of the Parties.

12 **2.4 Development Regulations.** The controls, requirements, and limitations placed  
13 on development, including, but not limited to, zoning ordinances, critical areas ordinances,  
14 shoreline master programs, stormwater requirements, transportation requirements, SEPA  
15 ordinances, and subdivision ordinances.

16 **2.5 Pierce County Code (PCC).** The PCC no longer applies to the annexed area as  
17 of the Annexation Date except as otherwise specified in the MOU.

18 **2.6 Potential Annexation Area (PAA).** An area within the designated urban growth  
19 area, which has been identified as being appropriate for annexation. For this MOU, reference to a  
20 PAA encompasses the area as described in Section 3. Annexation Area (Manitou PAA).

21 **2.7 Working Day.** Every day is considered a “working day” unless it is considered a  
22 nonworking day. Nonworking days are all Saturdays, all Sundays, all of the following holidays:  
23 the third Monday of January, the third Monday of February, Memorial Day, July 4th, Labor Day,  
24 November 11th, Thanksgiving Day, the day after Thanksgiving, and the days between the time  
25 period starting on December 24th and concluding on January 1st. When any of the holidays fall  
26 on a Sunday, the following Monday shall be considered a nonworking day. When any of the  
27 holidays fall on a Saturday, the preceding Friday shall be considered a nonworking day.





1 as set forth below. For those service providers which remain the same upon annexation of the  
2 PAA, there would not be an increased demand for services when compared to the current projected  
3 future demand.

4 **4.2 Schools.** The Manitou PAA is currently served by the Tacoma School District,  
5 which would continue to serve families in the area upon annexation to the City.

6 **4.3 Libraries.** The Pierce County Library system currently provides library services  
7 to the Manitou PAA, and would continue to provide library services upon the area's annexation to  
8 the City. In addition, the Tacoma Library System would provide library services to the area as  
9 well.

10 **4.4 Water.** Tacoma Water currently provides water to the Manitou PAA and would  
11 continue the service upon the area's annexation to the City.

12 **4.5 Power.** Electrical service in the Manitou PAA is currently provided by Tacoma  
13 Power, which would continue the service upon the area's annexation to the City.

14 **4.6 Natural Gas.** Natural gas service in the Manitou PAA is currently served by Puget  
15 Sound Energy, which would continue the service upon the area's annexation to the City.

16 **4.7 Fire.** Fire protection and emergency medical services for the Manitou PAA that  
17 are currently provided by West Pierce Fire & Rescue would be provided by the Tacoma Fire  
18 Department upon the area's annexation to the City. The Tacoma Fire Department and West Pierce  
19 Fire & Rescue will work together to ensure a smooth transition of services.

20 **4.8 Police.** Police services for the Manitou PAA are currently contracted with the  
21 University Place Police Department (UPPD). Upon the area's annexation to the City, police  
22 services would be provided by the Tacoma Police Department (TPD). The TPD will work with the  
23 Pierce County Sheriff and the UPPD to ensure a smooth transition of services. Additional  
24 requirements for the County and the City regarding the transition, provision, and cooperation of  
25 police and criminal justice services are provided in Section 5 of this MOU.

26 **4.9 Permitting.** Upon the Manitou PAA's annexation to the City, Pierce County  
27 Planning and Public Works Department and the City of Tacoma Planning and Development  
28 Services Department will work together on the transition, provision, and cooperation of building



1 and land use permitting services, in accordance with the requirements set forth in Section 6 of this  
2 MOU.

3 **4.10 Solid Waste.** LeMay Pierce County Refuse currently provides solid waste and  
4 recycling services to residential and business customers in the Manitou PAA. Upon the area's  
5 annexation to the City, the Tacoma Environmental Services Department's Solid Waste  
6 Management will begin the negotiation process with LeMay Pierce County Refuse, in accordance  
7 with RCW 35.13.280 – regulation of solid waste collection, to develop and execute a transition  
8 plan for taking over the services.

9 **4.11 Sewer.** Upon the Manitou PAA's annexation to the City, the Tacoma  
10 Environmental Services Department's Wastewater Management would take over the ownership  
11 and maintenance responsibility of the sewer main facilities as set forth in Section 8 of this  
12 MOU.

13 **4.12 Stormwater.** Upon the Manitou PAA's annexation to the City, the Tacoma  
14 Environmental Services Department's Stormwater Management would take over the ownership  
15 and maintenance responsibility of the stormwater assets as set forth in Section 8 of this MOU.

16 **4.13 Roads.** Upon annexation of the Manitou PAA, the Tacoma Public Works  
17 Department would take over the maintenance and operation responsibilities for the right-of-way  
18 as outlined in the Tacoma Municipal Code. Pierce County Planning and Public Works Department  
19 and the City of Tacoma Public Works Department will work together on the transition, provision,  
20 and cooperation of signal and engineering services, in accordance with the requirements set forth  
21 in Section 9 and Section 10 of this MOU.

## 22 **SECTION 5. CRIMINAL JUSTICE SERVICES**

23 **5.1 General.** Currently, Pierce County is responsible for criminal justice services (e.g.  
24 law enforcement, jail services, and court and prosecution services) within the PAA. The City  
25 would assume responsibility for criminal justice service upon annexation as provided in this  
26 section.

27 **5.2 Police Services.** On the Annexation Date, police service responsibility within the  
28 PAA will be transferred to the City. The County will be responsible for all criminal cases and  
29 investigations for crimes that occurred before the Annexation Date, including but not limited to,



1 all costs associated with these cases and investigations. The City will be responsible for all criminal  
2 cases and investigations for crimes that occurred on or after the Annexation Date, including but  
3 not limited to all costs associated with these cases and investigations. The City's Chief of Police  
4 and the Pierce County Sheriff will work together to ensure a smooth transition plan.

5 **5.3 Court and Prosecution Services.** The County will be responsible for the court  
6 expenses, prosecution, and payment of any fees or assessments associated with misdemeanor  
7 criminal offenses that occur within the PAA prior to the Annexation Date. The City will be  
8 responsible for the court expenses, prosecution, and payment of any fees or assessments associated  
9 with misdemeanor criminal offenses that occur within the PAA on or after the Annexation Date.

10 **5.4 Jail Services.** Pierce County will be responsible for the incarceration of adult  
11 offenders found to have committed a misdemeanor or gross misdemeanor within the PAA before  
12 the Annexation Date. The City will be responsible for the incarceration of adult offenders found  
13 to have committed a misdemeanor or gross misdemeanor within the PAA on or after the  
14 Annexation Date.

15 **SECTION 6. BUILDING AND LAND USE PERMITTING**

16 **6.1 General.** The Parties agree that Pierce County Planning and Public Works (PPW)  
17 shall continue to review and approve all project permits for development proposals within the PAA  
18 under the Development Regulations adopted by the County until the Annexation Date as provided  
19 in this Section.

20 **6.2 Consultation.** Following the Effective Date of this MOU, the County agrees to  
21 consult with the City on Affected Projects as provided in Section 9.

22 **6.3 Building Permits.** The County shall be responsible for completing the processing  
23 for all building permit applications and associated permits for properties within the PAA submitted  
24 to the County and deemed complete prior to the Annexation Date as provided below:

25 **6.3.1** For the purpose of this Section, associated permits include mechanical,  
26 plumbing, fire suppression, stormwater, and road approach/curb cut permits  
27 for the underlying building permit.

28 **6.3.2** Sign permits are not associated permits. The County will only complete sign  
29 permits submitted to the County prior to the Annexation Date.





1           **6.3.3** Building permits and associated permits for homes within plats or short  
2           plats that have not received final plat approval prior to the Annexation Date  
3           shall be processed consistently with the terms of Section 6.4.

4           **6.3.4** The County shall be responsible for defending and processing all appeals of  
5           building permits and other related permits issued by the County prior to and  
6           after the Annexation Date.

7           **6.3.5** For the purpose of this Section, “complete” shall mean the final  
8           administrative or quasi-judicial approval, including final inspection and  
9           issuance of an occupancy permit.

10           **6.4 Plats and Short Plats.** The County shall be responsible for completing the  
11 processing for plats and short plat applications for properties within the PAA submitted to the  
12 County prior to the Annexation Date as provided below:

13           **6.4.1** The County agrees to complete the review process through the phase (e.g.  
14           preliminary, civil, and final) that is pending on the Annexation Date and  
15           then turn the application over to the City for further processing.

16           **6.4.2** The County agrees to complete associated permits filed either before or after  
17           the Annexation Date that are necessary to complete the current phase of the  
18           plat or short plat application that remains under the County’s review as  
19           provided in Section 6.4.1 of this MOU.

20           **6.4.3** For the purpose of Section 6.4, associated permits include shoreline permits,  
21           variances, site development, forest practice permits, civil permits, right-of-  
22           way permits, critical area permits, and reviews under the State  
23           Environmental Policy Act (SEPA).

24           **6.4.4** For the purpose of Section 6.4, “complete” means the final administrative  
25           or quasi-judicial approval.

26           **6.4.5** All building permits and associated permits as defined in Section 6.3 for  
27           homes within a new subdivision shall be submitted to the City after the  
28           Annexation date.



1           **6.5 Other Land Use Permits.** The County shall be responsible for completing the  
2 processing for all other land use permit applications for properties within the PAA submitted to  
3 the County prior to the Annexation Date as provided below:

4           **6.5.1 Definition of Land Use Permits.** For the purpose of Section 6.5, other land  
5 use permits include nonconforming use permits, conditional use permits,  
6 shoreline permits, variances, site development, forest practice permits,  
7 critical area permits, and reviews under the State Environmental Policy Act  
8 (SEPA).

9           **6.5.2 Plats or Short Plats.** Other land use permits associated with plats or short  
10 plats shall be processed consistently with the terms of Section 6.4.

11           **6.5.3 Definition of Complete.** For the purpose of Section 6.5, “complete” means  
12 the final administrative or quasi-judicial approval, including final  
13 inspection and issuance of an occupancy permit.

14           **6.6 Accepting County Conditions.** Following annexation and transfer of a  
15 development application to the City for handling, the conditions of approval for all  
16 building and land use permits and preliminary plat applications in the annexed area will  
17 continue to apply as required by law.

18           **6.7 Permit Fees.** In order to cover the cost of processing building and land use  
19 permits submitted to the County prior to the Annexation Date, the County is authorized to collect  
20 fees for those permits after the Annexation Date. The County is further authorized to retain fees  
21 collected by the County for permits submitted to the County prior to the Annexation Date.

22           **6.8 Impact Fees.** The County shall require applicants to pay applicable Impact  
23 Fees on all building permits submitted to the County after the Effective Date of this  
24 MOU within the annexation areas described in this Memorandum. The County shall  
25 transfer all of these impact fees, except school impact fees, collected by the County after  
26 the Annexation Date to the City.

27           **6.9 Permit Extensions.** The County agrees to grant extension requests for permits  
28 discussed in Section 6 of this MOU only when construction authorized by the underlying permit



1 is underway by the Annexation Date, or if the County approved the permit and issued the permit  
2 prior to the Annexation Date. The County further agrees that the County will not reactivate  
3 expired building permits and/or associated permits.

4 **6.10 Appeals.** The County shall be responsible for defending all administrative, quasi-  
5 judicial, or Land Use Petition Act appeals for land use decisions issued by the County prior to and  
6 after the Annexation Date.

7 **6.11 Tracking of County Retained Permits.** Upon the City’s written request and  
8 within the time period to which the Parties agree the County shall provide the City a list of all  
9 building and land use permit applications that are still pending, under review, or issued, but not  
10 yet finalized. This list shall include the project number assigned by the County, parcel number, a  
11 brief description of the project, current status, and expiration date of the permit. The County shall  
12 provide the City an update as requested by the City until all permits on the list have either been  
13 finalized, expired, or otherwise completed.

## 14 **SECTION 7. CODE ENFORCEMENT**

15 **7.1 General.** On the Annexation Date, code enforcement responsibility within the  
16 PAA will be transferred to the City.

17 **7.2 Code Enforcement Cases.** The County shall provide the City a list of all pending code  
18 enforcement cases within thirty (30) days of the Effective Date of this MOU. Pierce County shall close these cases  
19 as of the Annexation Date. The City, at its sole discretion, may pursue any code enforcement action originally  
20 initiated by the County.

## 21 **SECTION 8. SEWER AND STORMWATER**

22 **8.1 Legal Control and Maintenance Responsibilities – Sewer.** Gravity Main  
23 sewers owned and operated by Pierce County are within the annexation area on 64<sup>th</sup>  
24 Street West, 52<sup>nd</sup> Avenue West, 66<sup>th</sup> Street West, and 68<sup>th</sup> Street West; A graphical  
25 illustration of this area is provided on the Map included in Attachment B. These facilities  
26 are tributary to the Tacoma Central Wastewater Treatment Plant. The City agrees to  
27 accept transfer of ownership and maintenance responsibility of these facilities. The  
28 transfer of legal control shall be completed through a separate transaction agreeable by  
29 both the City and County.





1 private stormwater and wastewater assets, inspections records for public  
2 and private stormwater and wastewater assets, inspection records for all  
3 businesses required to be inspected under the Phase I Municipal  
4 Stormwater Permit, maintenance records for public and private stormwater  
5 and wastewater assets, and all other records pertinent to management of  
6 the Phase I Municipal stormwater permit.

7 **10.1.3 Transportation Facilities.** Records including but not limited to,  
8 traffic count data, sign inventory, road maintenance, pavement and  
9 sidewalk condition, street and traffic light location information, and  
10 as built drawings.

## 11 SECTION 11. CONSULTATION

12 **11.1 General.** The Parties agree that any time the words “consult”, “confer”, or  
13 “consultation” are used in this MOU, that the word is referencing the process provided in  
14 this Section regardless if this Section is specifically identified in the text of the MOU.

15 **11.2 Consultation.** The Parties agree that the following is the minimum required  
16 for consultation:

17 **11.2.1 Notice.** The County shall consider the City a party of record for all Affected  
18 Projects, and provide the City with the Notices of Application, Hearing, and  
19 Decision within the timeframes required by Chapter 36.70B RCW.

20 **11.2.2 Materials.** Upon request of the City, the County will provide within ten  
21 (10) working days to the City paper or electronic copies of all of the  
22 materials in its possession that were submitted as part of the permit  
23 application for which the City received a notice under Section 6.3.1.

24 **11.2.3 Comments.** The City shall provide written comments and any requested  
25 mitigation measures within twenty-eight (28) working days of the receipt of  
26 the materials identified in section 10.2.2. The County shall provide a written  
27 response to the City within twenty-eight (28) working days from the date of  
28 receipt of the City’s comment letter.









1 of the City's or the County's own negligence. The City and the County agree  
2 that their respective obligations under this subsection extend to any claim,  
3 demand, and/or cause of action brought by, or on behalf of, any of its  
4 employees or agents. For this purpose, the City and the County, by mutual  
5 negotiation, hereby waive, with respect to the other party only, any  
6 immunity that would otherwise be available against such claims under the  
7 industrial insurance provisions of Title 51 RCW. In the event that the City  
8 or the County incurs any judgment, award, and/or cost arising therefrom,  
9 including attorneys' fees, to enforce the provisions of this section, all such  
10 fees, expenses, and costs shall be recoverable by the prevailing party. This  
11 indemnification shall survive the termination of this Agreement.

12 **13.2.2** In the event that one Party defends the other, the defending Party shall have  
13 the sole right to select legal counsel to defend against the claim, demand, or  
14 cause of action. In the event that defense is undertaken, the defending Party  
15 shall be empowered to settle or compromise the claim, demand, or cause of  
16 action, and the defended Party shall not interfere therewith, provided that if  
17 the defending Party settles a claim, demand, or cause of action against the  
18 other Party without that Party's consent, the non-consenting Party shall not  
19 be liable for any settlement or fees.

20 **13.3 Amendments.** This MOU may be amended or modified in accordance with  
21 applicable laws, rules or regulations, and upon mutual consent of the Parties, such mutual consent  
22 of the Parties shall be evidenced by a written amendment signed by the Parties.

23 **13.4 Rights Reserved.** Nothing in this MOU is intended to waive or limit the rights of  
24 the Parties to require mitigation for any impact as allowed by federal, state, or local laws and  
25 ordinances including, but not limited to environmental impacts governed by Chapter 43.21C RCW  
26 or mitigation fees governed by RCW 82.02.050.

27 **13.5 Boundary Review Board Fee Waiver.** For the Notice of Intent to annex, a city  
28 or town is required to pay a fee of \$50 (RCW 36.93.120) to the Pierce County Boundary Review  
29 Board (BRB). The fee supports administrative tasks that facilitate the annexation proposal as  
30 related to BRB responsibilities. RCW 36.93.070 assigns the financial responsibilities for operating



1 the BRB to Pierce County. The County therefore has the authority to waive the fee by absorbing  
2 the expense into the County's normal general fund support of the BRB. The County will waive the  
3 Notice of Intent to annex fee associated with the Manitou PAA annexation.

4 **13.6 Title of Parts and Sections.** Any titles of the parts, sections, or subsections of  
5 this MOU are inserted for convenience of reference only and shall be disregarded in construing  
6 or interpreting any part of its provisions.

7 **13.7 Applicable Law.** This MOU shall be interpreted under and pursuant to the laws  
8 of the State of Washington.

9 **13.8 Severability.** If any term, provision, covenant, or condition of this MOU is held  
10 by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the  
11 provisions shall continue in full force and effect unless the rights and obligations of the Parties  
12 have been materially altered or abridged by such invalidation, voiding, or unenforceability.

13 **13.9 Legal Actions.** In the event any legal action is commenced to interpret or to  
14 enforce the terms of this MOU, or to collect damages as a result of any breach of the MOU, the  
15 Party prevailing in any such action shall be entitled to recover against the Party not prevailing all  
16 reasonable attorneys' fees and costs incurred in the action.

17 **13.10 Joint Board.** This MOU does not establish or create a separate legal  
18 administrative entity, joint board, or joint budget authority to accomplish the purposes of the  
19 MOU.

20 **13.11 Recordation.** Within ten (10) days after the effective date of this MOU, the Clerk  
21 of the County Council shall have this MOU recorded with the County Auditor/Recorder of Pierce  
22 County. In the alternative, the Parties may mutually agree to post this MOU electronically on their  
23 websites.

24 **13.12 Execution of Other Documentation.** The City and the County agree to execute  
25 any further documentation that may be necessary to carry out the intent and obligations under this  
26 MOU.



1           **13.13 Complete Understanding of the Parties.** This MOU is executed in two (2)  
2 duplicate originals, each of which is deemed to be an original. This MOU consists of 19 pages  
3 and four (4) attachments, and constitutes the entire understanding and agreement of the Parties.  
4

5 CITY OF TACOMA

PIERCE COUNTY

6  
7 \_\_\_\_\_  
8 Elizabeth Pauli  
9 City Manager

\_\_\_\_\_   
Bruce F. Dammeier,  
Pierce County Executive

10  
11 By direction of the Tacoma City Council  
12 in Open Public Meeting on \_\_\_\_\_

13  
14 Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

15 Authenticated by:

Attested by:

16 \_\_\_\_\_  
17 Tacoma City Clerk

\_\_\_\_\_   
Pierce County Council Clerk

18 Approved as to Form:

Approved as to Form:

19 \_\_\_\_\_  
20 City of Tacoma Attorney

\_\_\_\_\_   
Pierce County Attorney



## Attachment "A"

### PROPOSED MANITOU ANNEXATION LIMITS

THAT PORTION OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 20 NORTH, RANGE 02 EAST, WILLAMETTE MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LYING NORTH OF THE SOUTH MARGIN OF 70TH STREET WEST AS DEDICATED BY THE PLAT OF MANITOU ACRE TRACTS, ACCORDING TO PLAT RECORDED IN BOOK 10 OF PLATS AT PAGE 96, RECORDS OF THE PIERCE COUNTY AUDITOR, AND LYING EAST OF THE WEST MARGIN OF LAKEWOOD DRIVE WEST (ALSO KNOWN AS 54TH AVENUE SOUTHWEST AND HANNAH PIERCE COUNTY ROAD) ACCORDING TO DEED TO PIERCE COUNTY RECORDED UNDER AUDITOR'S FEE NO. 2451560, RECORDS OF PIERCE COUNTY AUDITOR, AND LYING SOUTH OF THE SOUTH MARGIN OF SOUTH 64TH STREET PER DEED TO PIERCE COUNTY RECORDED UNDER AUDITOR'S FEE NO. 421700, RECORDS OF PIERCE COUNTY AUDITOR, AND QUIT CLAIM DEED TO PIERCE COUNTY RECORDED UNDER AUDITOR'S FEE NO. 8505280134.

SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.

PREPARED BY: G. ALLEN

DATE: 04/08/2020

PROJECT: PROPOSED MANITOU ANNEXATION

FILENAME: PROPOSED MANITOU ANNEXATION LIMITS\_REV3

1





# Manitou Neighborhood



Potential Annexation Area as designated in Pierce County and City of Tacoma Comprehensive Plans

Author: lhamin  
Date: 4/10/2020  
\\fs005\ITGIS\Projects\2020\PO36\_PDS\_ManitouAnnexation\MXDs\Manitou Potential Annexation 8x11 050918.mxd





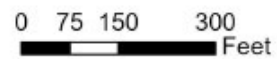






# Manitou Neighborhood

Pierce County  
Stormwater Assets



1  
2



## Attachment "C"

### Manitou Potential Annexation Area - Parcel Listing

<u>No.</u>	<u>Tax Parcel Number</u>	<u>Site Address</u>
1	0220261005	6413 53RD AV W
2	0220261007	6509 LAKEWOOD DR W
3	0220261016	6407 52ND AV W
4	0220261019	6411 52ND AV W
5	0220261024	6402 52ND AV W
6	0220261045	5216 64TH ST W
7	0220265008	6407 53RD AV W
8	0220261011	5211 66TH ST W
9	0220261044	6424 52ND AV W
10	0220265001	6416 52ND AV W
11	0220261014	6427 52ND AV W
12	0220261036	6402 52ND AV W
13	0220265003	6418 52ND AV W
14	0220265004	6403 LAKEWOOD DR W
15	0220265005	6419 LAKEWOOD DR W
16	0220265007	5220 64TH ST W
17	0220261009	5153 66TH ST W
18	0220261013	6425 52ND AV W
19	0220261039	5115 66TH ST W
20	0220261006	6421 53RD AV W
21	0220261018	6436 53RD AV W
22	0220261034	5201 TO 5207 66TH ST W
23	0220265006	6407 TO 6425 53RD AVCT W
24	0220265009	5218 64TH ST W
25	9002570020	6915 LAKEWOOD DR W UNIT A-2
26	9002570030	6915 LAKEWOOD DR W UNIT A-3
27	9002570040	6915 LAKEWOOD DR W UNIT A-4
28	9002670021	6915 LAKEWOOD DR W UNIT D-2,3
29	9003530030	6923 LAKEWOOD DR W UNIT B-3
30	9003530060	6927 LAKEWOOD DR W UNIT C-3
31	9002570030	6915 LAKEWOOD DR W UNIT A-3
32	9002670021	6915 LAKEWOOD DR W UNIT D-2,3
33	9003530020	6923 LAKEWOOD DR W UNIT B-2
34	5455000440	6609 52ND AV W
35	5455000510	5320 66TH ST W
36	5455000530	6802 52ND AV W
37	5455000540	6814 52ND AV W
38	5455000550	6824 52ND AV W
39	5455000602	6915 LAKEWOOD DR W
40	5455000401	6611 52ND AV W
41	5455000490	6630 52ND AV W
42	5455000560	6828 52ND AV W
43	5455000591	XXX LAKEWOOD DR W
44	5455000230	6821 52ND AV W
45	5455000500	6611 LAKEWOOD DR W
46	9005060030	6605 52ND AVCT W
47	9005060170	6603 52ND AVCT W

1  
2



48	9002570010	6915 LAKEWOOD DR W UNIT A-1
49	9002570020	6915 LAKEWOOD DR W UNIT A-2
50	9003530050	6927 LAKEWOOD DR W UNIT C-2
51	9003530070	6927 LAKEWOOD DR W UNIT C-4
52	9005060060	6608 52ND AVCT W
53	9005060090	6616 52ND AVCT W
54	9005060120	5204 66TH STCT W
55	9005060130	5202 66TH STCT W
56	9005060140	5205 66TH STCT W
57	9005060150	5203 66TH STCT W
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59	9002670010	6915 LAKEWOOD DR W UNIT D-1
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95	9005060010	6604 52ND AVCT W
96	9005060040	6607 52ND AVCT W
97	9005060080	6614 52ND AVCT W

1  
2







## Manitou Potential Annexation Area

### Existing Land Uses and Zoning and Proposed Land Use Designations and Zoning Districts

**1. Existing Land Uses and Zoning:**

Zoning District:       Mixed Use District (MUD)

Existing Land Uses:   A mix of residential and commercial development, including single-family, multifamily, mobile homes, offices, and retails.



(Source: Pierce County Planning and Public Works Department)

1





## RESOLUTION NO. 40848

1 A RESOLUTION authorizing the execution of an Interlocal Agreement with Pierce  
2 County for the annexation of the Manitou Potential Annexation Area, located  
3 near Lakewood Drive West and 66th Street West, and authorizing the  
4 execution of a Memorandum of Understanding for the transition of  
5 governmental services related to said annexation.

6 WHEREAS the Manitou Area ("Manitou") is a 37-acre area located near  
7 Lakewood Drive West and 66th Street West, abutting the southwest corner of the  
8 City, and is one of the City's Urban Growth Areas ("UGAs") and Potential  
9 Annexation Areas ("PAAs"), as designated in the City's One Tacoma  
10 Comprehensive Plan and Pierce County's ("County") Comprehensive Plan,  
11 pursuant to the State Growth Management Act ("Act"), and

12 WHEREAS as a designated UGA and PAA, Manitou's annexation to the  
13 City is expected by the Act, to ensure urban growth in the area is properly and  
14 effectively supported by urban governmental services, and

15 WHEREAS Manitou is surrounded by both the City and University Place on  
16 all sides, making the area an unincorporated "island" of the County where future  
17 annexation to the City is considered a high priority in regional and countywide  
18 planning policies, and

19 WHEREAS as a designated UGA with more than 60 percent of its  
20 boundaries contiguous with the City, Manitou should be annexed to the City  
21 through the Interlocal Agreement ("ILA") method, pursuant to the Revised Code of  
22 Washington ("RCW") 35.13.470, which allows either the legislative body of a  
23 county or city to initiate an annexation process by adopting a resolution  
24 commencing negotiations for an ILA, and  
25  
26





1           WHEREAS the County Council passed Resolution No. R2018-97 on  
2           September 4, 2018, and the City Council adopted Resolution No. 40150 on  
3           October 30, 2018, to initiate the annexation process and commence negotiations  
4           for said ILA, and  
5

6           WHEREAS County and City staff jointly conducted community meetings on  
7           May 14, 2018, December 10, 2018, April 26, 2019, and June 30, 2021, to inform  
8           property owners, residents, businesses, and stakeholders of the potential  
9           annexation of the area, present information on the process, and solicit comments  
10          and suggestions, and  
11

12          WHEREAS County and City staff completed negotiations of the ILA, as well  
13          as an associated Memorandum of Understanding (“MOU”), in June 2021, and  
14

15          WHEREAS the ILA governs the proceeding of the annexation of Manitou,  
16          and the MOU sets forth the transition of governmental services from the County to  
17          the City, and

18          WHEREAS as directed by the City Council per Resolution No. 40150, the  
19          Tacoma Planning Commission conducted land use and zoning analysis for  
20          Manitou, and developed the proposed land use designations and zoning districts  
21          for the area to be effective upon its annexation to the City, and  
22

23          WHEREAS the proposal was adopted by the City Council on September 24,  
24          2019, per Ordinance No. 28609, and has been incorporated into the MOU, and

25          WHEREAS pursuant to RCW 35.13.470, the City Council conducted a  
26          public hearing on the ILA and MOU on August 31, 2021, per the recommendation



1 of the Government Performance and Finance Committee on July 20, 2021; the  
2 County Council also conducted a public hearing on September 28, 2021, and  
3 approved Ordinance No. 2021-81s, authorizing the Pierce County Executive to  
4 execute the ILA and MOU with the City, and  
5

6 WHEREAS, upon its annexation to the City, Manitou residents and  
7 businesses will enjoy the same services, facilities, infrastructure, employment  
8 opportunities, and governmental representation as other City residents, and it is in  
9 the best interest of the City to execute the ILA and MOU with Pierce County, and  
10 proceed to accomplish the proposed annexation of Manitou in accordance with  
11 RCW 35.13.470; Now, Therefore,  
12

13 BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TACOMA:

14 Section 1. That the proper officers of the City are hereby authorized to  
15 execute an Interlocal Agreement with Pierce County, as set forth in Exhibit "A"  
16 attached hereto and on file in the office of the City Clerk, for the purpose of  
17 annexation of the Manitou Potential Annexation Area, located near Lakewood  
18 Drive West and 66th Street West.  
19

20 Section 2. That the proper officers of the City are hereby authorized to  
21 execute a Memorandum of Understanding with Pierce County, as set forth in  
22 Exhibit "B" attached hereto and on file in the office of the City Clerk, for the  
23 purpose of transitioning governmental services related to said annexation.  
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Section 3. That the City Manager, or designee, is hereby authorized to take and execute any additional measures or documents that may be necessary to complete this transaction which are consistent with the approved form of documents referenced by this Resolution, and the intent of this Resolution.

Adopted \_\_\_\_\_

\_\_\_\_\_  
Mayor

Attest:  
  
\_\_\_\_\_  
City Clerk

Approved as to form:  
  
\_\_\_\_\_  
Deputy City Attorney

**ANNEXATION AGREEMENT BETWEEN  
THE CITY OF TACOMA  
and  
PIERCE COUNTY**

THIS INTERLOCAL AGREEMENT, hereinafter referred to as the “Agreement,” is entered into under the authority of Chapter 39.34 RCW and RCW 35.13.470 and 35.13.480 as of the effective date (defined in Section 4.13 below) by and between the City of Tacoma, a Washington municipal corporation (hereinafter referred to as the “City”), and Pierce County, a Washington municipal corporation (hereinafter referred to as the “County”), subject to the terms and conditions set forth herein.

**RECITALS**

**WHEREAS**, the County designated an Urban Growth Area for the City as required by the Growth Management Act (GMA), codified as RCW 36.70A; and

**WHEREAS**, RCW 36.70A.110(7) states, “An urban growth area designated in accordance with this section may include within its boundaries...potential annexation areas designated for specific cities or towns within the county.”; and

**WHEREAS**, the City is a first-class charter city incorporated under RCW 35 and has authority under RCW 35.13 to annex property within its Urban Growth Area; and

**WHEREAS**, RCW 35.13.470 allows the City and the County to enter into an Interlocal Agreement to annex an unincorporated territory when at least sixty percent (60%) of the boundary of the area to be annexed are contiguous to the corporate boundary of the City and the area is within the City’s Urban Growth Area designated under RCW 36.70A.110; and

**WHEREAS**, the Manitou Potential Annexation Area (hereinafter referred to as “PAA”) is within the City’s Potential Annexation Areas and Urban Growth Areas as designated in the *One Tacoma Comprehensive Plan* pursuant to RCW 36.70A.110, and more than sixty percent (60%) of its boundary is contiguous with the City’s boundary; and

**WHEREAS**, the City desires to annex the Manitou PAA into the City utilizing the annexation method provided in RCW 35.13.470 and 35.13.480. The PAA is depicted with an area map and a list of parcels, for illustration purposes, on Attachments A and B, respectively, attached hereto; and

**WHEREAS**, the Pierce County Council passed Resolution Number R2018-97 on September 4, 2018 and the Tacoma City Council passed Resolution Number 40150 on October 30, 2018, directing the respective County and City staff to negotiate an Interlocal Agreement to annex the PAA subject to this Agreement as required by RCW 35.13.470(1); and

**WHEREAS**, annexation of the PAA subject to this Agreement is exempt from compliance with the requirements of the State Environmental Policy Act pursuant to RCW 43.21C.222; and

**WHEREAS**, the Annexation ordinance provided for in RCW 35.13.470 is subject to referendum within forty-five (45) days after adoption; and

**WHEREAS**, after the expiration of the forty-fifth day from, but excluding the date of, adoption of the annexation ordinance, if no timely and sufficient referendum petition has been filed, the area annexed shall become a part of the City of Tacoma; and

**WHEREAS**, the City and County have published notice of adoption of this Agreement as required by RCW 35.13.470(3); and

**WHEREAS**, the City will publish notice of the proposed effective date of the annexation, together with a description of the property to be annexed, as required by RCW 35.13.470(4); and

**WHEREAS**, the Tacoma City Council has enacted Resolution No. \_\_\_\_ on \_\_\_\_\_, authorizing the City Manager to enter into this Agreement; and

**WHEREAS**, the Pierce County Council has enacted Ordinance No. 2021-81s on September 28, 2021, authorizing the County Executive to enter into this Agreement; and

**WHEREAS**, the Tacoma City Council held a public hearing pursuant to RCW 35.13.470(3) on August 31, 2021, and the Pierce County Council held a public hearing on September 28, 2021; and

**WHEREAS**, the Tacoma City Council found that the proposed annexation is consistent with the City of Tacoma's *One Tacoma Comprehensive Plan*; and

**NOW, THEREFORE**, in consideration of the foregoing, the parties hereto agree as follows:

## **AGREEMENT**

### **SECTION 1. ANNEXATION AREAS**

**1.1 Annexation.** The County and City agree that the Manitou PAA identified in this Section shall be annexed into the City following the adopting of an ordinance by the City providing for such annexation pursuant to RCW 35.13.470. The annexation date fixed by ordinance shall not be fewer than forty-five (45) days from the date of adoption of the ordinance pursuant to RCW 35.13.470(4).

**1.2 The Manitou PAA** is legally defined as:

That portion of the east half of the northeast quarter of Section 26, Township 20 North, Range 02 East, Willamette Meridian, more particularly described as follows:

Lying north of the south margin of 70th Street West as dedicated by the plat of Manitou acre tracts, according to plat recorded in Book 10 of Plats at page 96, records of the Pierce County Auditor, and lying east of the west margin of Lakewood Drive West (also known as 54th Avenue Southwest and Hannah Pierce County Road) according to deed to Pierce County recorded under Auditor's fee No. 2451560, records of Pierce County Auditor, and lying south of the south margin of South 64th Street per deed to Pierce County recorded under Auditor's fee No. 421700, records of Pierce County Auditor, and quit claim deed to Pierce County recorded under Auditor's fee No. 8505280134.

Situate in the County of Pierce, State of Washington.



## **SECTION 2. GOVERNMENTAL SERVICES**

**2.1 Transition of Governmental Services.** The transition of governmental services is provided for in the *Annexation Memorandum of Understanding* (“MOU”) as set forth in Exhibit B to Pierce County Ordinance No. 2021-81s and in Exhibit B to Tacoma City Council Resolution No. \_\_\_\_\_.

## **SECTION 3. TERM**

**3.1 Duration.** This Agreement shall remain in effect for five (5) years after the Annexation date unless terminated earlier in accordance with Section 3.2.

**3.2 Termination.**

**3.2.1** Either party may terminate the Agreement upon ninety (90) days’ advance written notice to the other party. Notwithstanding the expiration or earlier termination of the Agreement, the County and City shall remain responsible for fulfilling any outstanding obligations under this Agreement that were incurred prior to the date on which the Agreement expired or terminated.

**3.2.2** This Agreement shall be terminated immediately if a referendum petition is filed within the allotted time period and the resulting annexation vote defeats the proposed annexation(s).

## **SECTION 4. GENERAL PROVISIONS**

**4.1 Notices, Demands, and Communications.** Formal notices, demands, and communications between the City and the County shall be sufficient if given and shall not be deemed given unless dispatched by certified mail, postage prepaid, returned receipt requested, or delivered personally, to the principal offices of the City and the County as follows:

City:  
Office of the City Manager  
Tacoma Municipal Building  
747 Market Street, Room 1200  
Tacoma, WA 98402

County:  
Office of the Pierce County Executive  
County-City Building  
930 Tacoma Avenue South, Room 737  
Tacoma, WA 98402

Director:  
Pierce County Planning and Public Works  
Public Services Building  
2401 South 35th Street, Room 175  
Tacoma WA 98409

## **4.2 Indemnification and Defense.**

**4.2.1** The City agrees to defend, indemnify, and save harmless the County, its appointed and elected officers, and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees, and costs by reason of any and all claims and demands upon the County, its elected or appointed officials, or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons, and for damages to property including loss of use thereof, when such injury to persons or damage to property is due to the negligence of the City, its subcontractors, its successor or assigns, or its agent, servants, or employees.

**4.2.2** The County agrees to defend, indemnify and save harmless the City, its appointed and elected officers, and employees, from and against all loss or expense, including but not limited to judgements, settlements, attorney's fees, and costs by reason of any and all claims and demands upon the City, its elected or appointed officials, or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons, and for damages to property including loss of use thereof, when such injury to persons or damage to property is due to

the negligence of the County, its subcontractors, its successor or assigns, or its agent, servants, or employees.

**4.2.3** Should Pierce County be determined liable for said damages caused by or resulting from the concurrent negligence of the County and the City, the City shall indemnify Pierce County only to the extent of the City's negligence, and Pierce County shall indemnify the City only to the extent of Pierce County's negligence.

**4.2.4** In the event that one party defends the other, the defending party shall have the sole right to select legal counsel to defend against the claim, demand, or cause of action. In the event that defense is undertaken, the defending party shall be empowered to settle or compromise the claim, demand, or cause of action, and the defended party shall not interfere therewith, provided that if the defending party settles a claim, demand, or cause of action against the other party without that party's consent, the non-consenting party shall not be liable for any settlement or fees.

**4.3 Amendments.** This Agreement may be amended or modified in accordance with applicable laws, rules, or regulations, and upon mutual consent of the parties; such mutual consent of the Parties shall be evidenced by a written amendment signed by the parties.

**4.4 Rights Reserved.** Nothing in this Agreement is intended to waive or limit the rights of the parties to require mitigation for any impact as allowed by federal, state, or local laws and ordinances including but not limited to environmental impacts governed by Chapter 43.21C RCW or mitigation fees governed by RCW 82.02.050.

**4.5 Title of Parts and Sections.** Any titles of the parts, sections, or subsections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any part of its provisions.

**4.6 Applicable Law.** This Agreement shall be interpreted under and pursuant to the laws of the State of Washington.

**4.7 Severability.** If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall continue in full force and effect unless the rights and obligations of the Parties have been materially altered or abridged by such invalidation, voiding, or unenforceability.

**4.8 Legal Actions.** In the event any legal action is commenced to interpret or to enforce the terms of this Agreement, or to collect damages as a result of any breach of the Agreement, the party prevailing in any such action shall be entitled to recover against the party not prevailing all reasonable attorneys' fees and costs incurred in the action.

**4.9 Joint Board.** This Interlocal Agreement does not establish or create a separate legal administrative entity, joint board, or joint budget authority to accomplish the purposes of the Agreement.

**4.10 Recordation.** Within ten (10) days after the effective date of this Agreement, the Clerk of the County Council shall have this Agreement recorded with the County Auditor/Recorder of Pierce County. In the alternative, the parties may mutually agree to post this Agreement electronically on their websites.

**4.11 Execution of Other Documentation.** The City and the County agree to execute any further documentation that may be necessary to carry out the intent and obligations under this Agreement.

**4.12 Complete Understanding of the Parties.** This Agreement is executed in two (2) duplicate originals, each of which is deemed to be an original. This Agreement consists of eight (8) pages and constitutes the entire understanding and agreement of the Parties.

**4.13 Effective Date.** The Effective Date of this Agreement shall be the date upon which the Agreement is approved by official action of the legislative bodies of each of the Parties, and the MOU is signed by the duly authorized representative of each of the Parties.

CITY OF TACOMA

PIERCE COUNTY

\_\_\_\_\_  
Elizabeth Pauli  
City Manager

\_\_\_\_\_  
Bruce F. Dammeier  
Pierce County Executive

By direction of the Tacoma City Council

in Open Public Meeting on \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Authenticated by:

Attested by:

\_\_\_\_\_  
Tacoma City Clerk

\_\_\_\_\_  
Pierce County Council Clerk

Approved as to Form:

Approved as to Form:

\_\_\_\_\_  
City of Tacoma Attorney

\_\_\_\_\_  
Pierce County Attorney







## Attachment "B"

### Manitou Potential Annexation Area - Parcel Listing

<u>No.</u>	<u>Tax Parcel Number</u>	<u>Site Address</u>
1	0220261005	6413 53RD AV W
2	0220261007	6509 LAKEWOOD DR W
3	0220261016	6407 52ND AV W
4	0220261019	6411 52ND AV W
5	0220261024	6402 52ND AV W
6	0220261045	5216 64TH ST W
7	0220265008	6407 53RD AV W
8	0220261011	5211 66TH ST W
9	0220261044	6424 52ND AV W
10	0220265001	6416 52ND AV W
11	0220261014	6427 52ND AV W
12	0220261036	6402 52ND AV W
13	0220265003	6418 52ND AV W
14	0220265004	6403 LAKEWOOD DR W
15	0220265005	6419 LAKEWOOD DR W
16	0220265007	5220 64TH ST W
17	0220261009	5153 66TH ST W
18	0220261013	6425 52ND AV W
19	0220261039	5115 66TH ST W
20	0220261006	6421 53RD AV W
21	0220261018	6436 53RD AV W
22	0220261034	5201 TO 5207 66TH ST W
23	0220265006	6407 TO 6425 53RD AVCT W
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84	9002670040	6915 LAKEWOOD DR W UNIT D-4
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86	5455000260	5112 68TH ST W
87	5455000374	5105 68TH ST W
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90	5455000480	5205 68TH ST W
91	5455000481	5215 68TH ST W
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**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE CITY OF TACOMA**

**and**

**PIERCE COUNTY**

\_\_\_\_\_, 2021



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### Attachments

- A. Manitou Potential Annexation Area Legal Description
- B. Manitou Potential Annexation Area Map, Sewer Lines and Stormwater Assets
- C. Manitou Potential Annexation Area Parcel Listing
- D. Manitou Potential Annexation Area Land Use and Zoning

**ANNEXATION MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY OF TACOMA  
and  
PIERCE COUNTY**

THIS MEMORANDUM OF UNDERSTANDING, hereinafter referred to as the “MOU,” is made and entered as of the Effective Date (defined in Section 2.3 below) by and between the City of Tacoma, a Washington municipal corporation and political subdivision of the State of Washington (hereinafter referred to as the “City”) and Pierce County, a Washington municipal corporation and political subdivision of the State of Washington (hereinafter referred to as the “County”), subject to the terms and conditions set forth herein.

**RECITALS**

**WHEREAS**, the County designated an Urban Growth Area for the City as required by the Growth Management Act (“GMA”), codified as RCW 36.70A;

**WHEREAS**, RCW 36.70A.110(7) states, “An urban growth area designated in accordance with this section may include within its boundaries...potential annexation areas designated for specific cities or towns within the county.”;

**WHEREAS**, the City is a first-class charter city incorporated under the RCW 35 and has authority under RCW 35.13 to annex property within its urban growth area;

**WHEREAS**, RCW 35.13.470 allows the City and the County to enter into an Interlocal Agreement to annex an unincorporated territory when at least sixty percent (60%) of the boundary of the area to be annexed are contiguous to the corporate boundary of the City and the area is within the City’s urban growth area designated under RCW 36.70A.110;

**WHEREAS**, the Manitou Potential Annexation Area (hereinafter referred to as “PAA”) is within the City’s Potential Annexation Areas and Urban Growth Areas as designated in its *One Tacoma Comprehensive Plan* pursuant to RCW 36.70A.110, and more than sixty percent (60%) of its boundary is contiguous with the City’s boundary;

**WHEREAS**, the Pierce County Council passed Resolution Number R2018-97 on September 4, 2018 and the Tacoma City Council passed Resolution 40150 on October 30, 2018, directing the respective County and City staff to negotiate an Interlocal Agreement to annex the PAA subject to this Agreement as required by RCW 35.13.470(1);

**WHEREAS**, Multi-County Planning Policy MPP-DP-19 states, “[S]upport joint planning between cities and counties to work cooperatively in planning for urban unincorporated areas to ensure an orderly transition to city governance, including efforts such as: (a) establishing urban development standards, (b) addressing service and infrastructure financing, and (c) transferring permitting authority;”

**WHEREAS**, annexation of the PAA is exempt from compliance with the requirements of the State Environmental Policy Act pursuant to RCW 43.21C.222;

**WHEREAS**, the annexation ordinance provided for in RCW 35.13.470 is subject to referendum within forty-five (45) days after adoption;

**WHEREAS**, upon the filing of a timely and sufficient referendum petition with the legislative body, signed by registered voters representing not less than fifteen percent (15%) of the votes cast in the last general state election in the area to be annexed, the question of annexation shall be submitted to voters of the area in a general election if one is to be held within ninety (90) days or at a special election called for that purpose;

**WHEREAS**, after the expiration of the forty-fifth day from, but excluding the date of adoption of the annexation ordinance, if no timely and sufficient referendum petition has been filed, the area annexed shall become a part of the City of Tacoma;

**WHEREAS**, the Tacoma City Council has enacted Resolution No. \_\_\_\_ on \_\_\_\_\_, authorizing the City Manager to enter into this MOU;

**WHEREAS**, the Pierce County Council has enacted Ordinance No. 2021-81s on September 28, 2021, authorizing the County Executive to enter into this MOU;

**NOW, THEREFORE**, in consideration of the foregoing, the Parties hereto agree as follows:



## SECTION 1. PURPOSE

**1.1 Purpose.** The purpose of this MOU is to set forth the terms of the Parties' agreement for the transition of governmental services from Pierce County to the City of Tacoma related to the City's annexation of the Manitou PAA. The Parties anticipate formulating a more definitive and enforceable Interlocal Annexation Agreement in conjunction with this MOU.

## SECTION 2. DEFINITIONS

**2.1 Affected Project.** All projects within the PAA that are subject to the Notice of Application requirements of RCW 36.70B.110, or subject to review under the State Environmental Policy Act (SEPA).

**2.2 Annexation Date.** The annexation date shall be the date fixed by ordinance and shall not be fewer than forty-five (45) days from the date of adoption of the ordinance.

**2.3 Effective Date.** The Effective Date of this MOU shall be the date upon which the MOU is approved by official action of the legislative bodies of each of the Parties, and the MOU is signed by the duly authorized representative of each of the Parties.

**2.4 Development Regulations.** The controls, requirements, and limitations placed on development, including, but not limited to, zoning ordinances, critical areas ordinances, shoreline master programs, stormwater requirements, transportation requirements, SEPA ordinances, and subdivision ordinances.

**2.5 Pierce County Code (PCC).** The PCC no longer applies to the annexed area as of the Annexation Date except as otherwise specified in the MOU.

**2.6 Potential Annexation Area (PAA).** An area within the designated urban growth area, which has been identified as being appropriate for annexation. For this MOU, reference to a PAA encompasses the area as described in Section 3. Annexation Area (Manitou PAA).

**2.7 Working Day.** Every day is considered a "working day" unless it is considered a nonworking day. Nonworking days are all Saturdays, all Sundays, all of the following holidays: the third Monday of January, the third Monday of February, Memorial Day, July 4th, Labor Day, November 11th, Thanksgiving Day, the day after Thanksgiving, and the days between the time period starting on December 24th and concluding on January 1st. When any of the holidays fall

on a Sunday, the following Monday shall be considered a nonworking day. When any of the holidays fall on a Saturday, the preceding Friday shall be considered a nonworking day.

### **SECTION 3. ANNEXATION AREA**

**3.1 Annexation.** This MOU shall apply to the Potential Annexation Area (PAA) discussed in this Section, annexed into the City following the entering into such annexation agreement and adoption of an ordinance by the City providing for such annexation pursuant to RCW 35.13.470.

#### **3.2 Manitou Potential Annexation Area (PAA).**

**3.2.1 Boundaries.** A legal description of the boundaries of this PAA is provided in Attachment A. A graphical illustration of this area is provided on the Map included in Attachment B.

**3.2.2 Size.** The area is comprised of 97 parcels and road right-of-way totaling approximately 37 acres. A list of parcels in the area is provided in Attachment C.

**3.2.3 Land Use Patterns.** The current land use pattern is a mix of residential and commercial development, including single-family and multi-family dwellings, mobile homes, professional offices, and retail businesses.

**3.2.4 Land Use Designations and Zoning Districts.** The existing land use designation established by the Pierce County Comprehensive Plan is Mixed Use District (MUD) and the pre-annexation land use designations and corresponding zoning classifications adopted by the City on September 24, 2019 pursuant to Ordinance Number 28609 include Multi-family (Low Density), Neighborhood Commercial, R-3 Two Family Dwelling, R4-L Low Density Multi-Family Dwelling, C-1 Neighborhood Commercial, and STGPD South Tacoma Groundwater Protection District Overlay. A graphical illustration of the existing land uses and the proposed land use designations and zoning districts is provided on Maps included in Attachment D.

## SECTION 4. SERVICE PROVIDERS

**4.1 General.** Some service providers will continue providing services once the Manitou PAA is annexed by the City, while some services will be provided by different providers, as set forth below. For those service providers which remain the same upon annexation of the PAA, there would not be an increased demand for services when compared to the current projected future demand.

**4.2 Schools.** The Manitou PAA is currently served by the Tacoma School District, which would continue to serve families in the area upon annexation to the City.

**4.3 Libraries.** The Pierce County Library system currently provides library services to the Manitou PAA, and would continue to provide library services upon the area's annexation to the City. In addition, the Tacoma Library System would provide library services to the area as well.

**4.4 Water.** Tacoma Water currently provides water to the Manitou PAA and would continue the service upon the area's annexation to the City.

**4.5 Power.** Electrical service in the Manitou PAA is currently provided by Tacoma Power, which would continue the service upon the area's annexation to the City.

**4.6 Natural Gas.** Natural gas service in the Manitou PAA is currently served by Puget Sound Energy, which would continue the service upon the area's annexation to the City.

**4.7 Fire.** Fire protection and emergency medical services for the Manitou PAA that are currently provided by West Pierce Fire & Rescue would be provided by the Tacoma Fire Department upon the area's annexation to the City. The Tacoma Fire Department and West Pierce Fire & Rescue will work together to ensure a smooth transition of services.

**4.8 Police.** Police services for the Manitou PAA are currently contracted with the University Place Police Department (UPPD). Upon the area's annexation to the City, police services would be provided by the Tacoma Police Department (TPD). The TPD will work with the Pierce County Sheriff and the UPPD to ensure a smooth transition of services. Additional requirements for the County and the City regarding the transition, provision, and cooperation of police and criminal justice services are provided in Section 5 of this MOU.

**4.9 Permitting.** Upon the Manitou PAA's annexation to the City, Pierce County Planning and Public Works Department and the City of Tacoma Planning and Development Services Department will work together on the transition, provision, and cooperation of building and land use permitting services, in accordance with the requirements set forth in Section 6 of this MOU.

**4.10 Solid Waste.** LeMay Pierce County Refuse currently provides solid waste and recycling services to residential and business customers in the Manitou PAA. Upon the area's annexation to the City, the Tacoma Environmental Services Department's Solid Waste Management will begin the negotiation process with LeMay Pierce County Refuse, in accordance with RCW 35.13.280 – regulation of solid waste collection, to develop and execute a transition plan for taking over the services.

**4.11 Sewer.** Upon the Manitou PAA's annexation to the City, the Tacoma Environmental Services Department's Wastewater Management would take over the ownership and maintenance responsibility of the sewer main facilities as set forth in Section 8 of this MOU.

**4.12 Stormwater.** Upon the Manitou PAA's annexation to the City, the Tacoma Environmental Services Department's Stormwater Management would take over the ownership and maintenance responsibility of the stormwater assets as set forth in Section 8 of this MOU.

**4.13 Roads.** Upon annexation of the Manitou PAA, the Tacoma Public Works Department would take over the maintenance and operation responsibilities for the right-of-way as outlined in the Tacoma Municipal Code. Pierce County Planning and Public Works Department and the City of Tacoma Public Works Department will work together on the transition, provision, and cooperation of signal and engineering services, in accordance with the requirements set forth in Section 9 and Section 10 of this MOU.

## **SECTION 5. CRIMINAL JUSTICE SERVICES**

**5.1 General.** Currently, Pierce County is responsible for criminal justice services (e.g. law enforcement, jail services, and court and prosecution services) within the PAA. The City would assume responsibility for criminal justice service upon annexation as provided in this section.

**5.2 Police Services.** On the Annexation Date, police service responsibility within the PAA will be transferred to the City. The County will be responsible for all criminal cases and investigations for crimes that occurred before the Annexation Date, including but not limited to, all costs associated with these cases and investigations. The City will be responsible for all criminal cases and investigations for crimes that occurred on or after the Annexation Date, including but not limited to all costs associated with these cases and investigations. The City's Chief of Police and the Pierce County Sheriff will work together to ensure a smooth transition plan.

**5.3 Court and Prosecution Services.** The County will be responsible for the court expenses, prosecution, and payment of any fees or assessments associated with misdemeanor criminal offenses that occur within the PAA prior to the Annexation Date. The City will be responsible for the court expenses, prosecution, and payment of any fees or assessments associated with misdemeanor criminal offenses that occur within the PAA on or after the Annexation Date.

**5.4 Jail Services.** Pierce County will be responsible for the incarceration of adult offenders found to have committed a misdemeanor or gross misdemeanor within the PAA before the Annexation Date. The City will be responsible for the incarceration of adult offenders found to have committed a misdemeanor or gross misdemeanor within the PAA on or after the Annexation Date.

## **SECTION 6. BUILDING AND LAND USE PERMITTING**

**6.1 General.** The Parties agree that Pierce County Planning and Public Works (PPW) shall continue to review and approve all project permits for development proposals within the PAA under the Development Regulations adopted by the County until the Annexation Date as provided in this Section.

**6.2 Consultation.** Following the Effective Date of this MOU, the County agrees to consult with the City on Affected Projects as provided in Section 9.

**6.3 Building Permits.** The County shall be responsible for completing the processing for all building permit applications and associated permits for properties within the PAA submitted to the County and deemed complete prior to the Annexation Date as provided below:

- 6.3.1** For the purpose of this Section, associated permits include mechanical, plumbing, fire suppression, stormwater, and road approach/curb cut permits for the underlying building permit.
- 6.3.2** Sign permits are not associated permits. The County will only complete sign permits submitted to the County prior to the Annexation Date.
- 6.3.3** Building permits and associated permits for homes within plats or short plats that have not received final plat approval prior to the Annexation Date shall be processed consistently with the terms of Section 6.4.
- 6.3.4** The County shall be responsible for defending and processing all appeals of building permits and other related permits issued by the County prior to and after the Annexation Date.
- 6.3.5** For the purpose of this Section, “complete” shall mean the final administrative or quasi-judicial approval, including final inspection and issuance of an occupancy permit.

**6.4 Plats and Short Plats.** The County shall be responsible for completing the processing for plats and short plat applications for properties within the PAA submitted to the County prior to the Annexation Date as provided below:

- 6.4.1** The County agrees to complete the review process through the phase (e.g. preliminary, civil, and final) that is pending on the Annexation Date and then turn the application over to the City for further processing.
- 6.4.2** The County agrees to complete associated permits filed either before or after the Annexation Date that are necessary to complete the current phase of the plat or short plat application that remains under the County’s review as provided in Section 6.4.1 of this MOU.
- 6.4.3** For the purpose of Section 6.4, associated permits include shoreline permits, variances, site development, forest practice permits, civil permits, right-of-way permits, critical area permits, and reviews under the State Environmental Policy Act (SEPA).



**6.4.4** For the purpose of Section 6.4, “complete” means the final administrative or quasi-judicial approval.

**6.4.5** All building permits and associated permits as defined in Section 6.3 for homes within a new subdivision shall be submitted to the City after the Annexation date.

**6.5 Other Land Use Permits.** The County shall be responsible for completing the processing for all other land use permit applications for properties within the PAA submitted to the County prior to the Annexation Date as provided below:

**6.5.1 Definition of Land Use Permits.** For the purpose of Section 6.5, other land use permits include nonconforming use permits, conditional use permits, shoreline permits, variances, site development, forest practice permits, critical area permits, and reviews under the State Environmental Policy Act (SEPA).

**6.5.2 Plats or Short Plats.** Other land use permits associated with plats or short plats shall be processed consistently with the terms of Section 6.4.

**6.5.3 Definition of Complete.** For the purpose of Section 6.5, “complete” means the final administrative or quasi-judicial approval, including final inspection and issuance of an occupancy permit.

**6.6 Accepting County Conditions.** Following annexation and transfer of a development application to the City for handling, the conditions of approval for all building and land use permits and preliminary plat applications in the annexed area will continue to apply as required by law.

**6.7 Permit Fees.** In order to cover the cost of processing building and land use permits submitted to the County prior to the Annexation Date, the County is authorized to collect fees for those permits after the Annexation Date. The County is further authorized to retain fees collected by the County for permits submitted to the County prior to the Annexation Date.

**6.8 Impact Fees.** The County shall require applicants to pay applicable Impact Fees on all building permits submitted to the County after the Effective Date of this MOU within the

annexation areas described in this Memorandum. The County shall transfer all of these impact fees, except school impact fees, collected by the County after the Annexation Date to the City.

**6.9 Permit Extensions.** The County agrees to grant extension requests for permits discussed in Section 6 of this MOU only when construction authorized by the underlying permit is underway by the Annexation Date, or if the County approved the permit and issued the permit prior to the Annexation Date. The County further agrees that the County will not reactivate expired building permits and/or associated permits.

**6.10 Appeals.** The County shall be responsible for defending all administrative, quasi-judicial, or Land Use Petition Act appeals for land use decisions issued by the County prior to and after the Annexation Date.

**6.11 Tracking of County Retained Permits.** Upon the City's written request and within the time period to which the Parties agree the County shall provide the City a list of all building and land use permit applications that are still pending, under review, or issued, but not yet finalized. This list shall include the project number assigned by the County, parcel number, a brief description of the project, current status, and expiration date of the permit. The County shall provide the City an update as requested by the City until all permits on the list have either been finalized, expired, or otherwise completed.

## **SECTION 7. CODE ENFORCEMENT**

**7.1 General.** On the Annexation Date, code enforcement responsibility within the PAA will be transferred to the City.

**7.2 Code Enforcement Cases.** The County shall provide the City a list of all pending code enforcement cases within thirty (30) days of the Effective Date of this MOU. Pierce County shall close these cases as of the Annexation Date. The City, at its sole discretion, may pursue any code enforcement action originally initiated by the County.

## **SECTION 8. SEWER AND STORMWATER**

**8.1 Legal Control and Maintenance Responsibilities – Sewer.** Gravity Main sewers owned and operated by Pierce County are within the annexation area on 64<sup>th</sup> Street West, 52<sup>nd</sup> Avenue West, 66<sup>th</sup> Street West, and 68<sup>th</sup> Street West; A graphical illustration of this area is

provided on the Map included in Attachment B. These facilities are tributary to the Tacoma Central Wastewater Treatment Plant. The City agrees to accept transfer of ownership and maintenance responsibility of these facilities. The transfer of legal control shall be completed through a separate transaction agreeable by both the City and County.

**8.2 Legal Control and Maintenance Responsibilities – Stormwater.** Stormwater assets (pipes, ditches, and facilities) owned and operated by Pierce County are within the annexation area on 64<sup>th</sup> Street West, 52<sup>nd</sup> Avenue West, 66<sup>th</sup> Street West, and 68<sup>th</sup> Street West; A graphical illustration of this area is provided on the Map included in Attachment B. The City agrees to accept transfer of ownership and maintenance responsibility of these assets. The transfer of legal control shall be completed through a separate transaction agreeable by both the City and County.

## **SECTION 9. ROAD FUNDS**

**9.1 County Road Taxes.** The County shall distribute to the City those portions of the non-delinquent road district taxes that were levied before, but collected after, the Annexation Date, in accordance with RCW 35.13.270.

**9.2 Transportation Benefit District.** On December 2, 2014, Pierce County adopted Ordinance 2014-28 establishing a Transportation Benefit District (TBD), which encompassed all of the unincorporated areas of Pierce County at the time of the establishment of the TBD. Ordinance 2014-28 is silent as to how the annexation would affect the boundaries of the TBD. Therefore, the County will review this issue and consider options to forward to the TBD Governing Board to address the impact of annexations on the boundaries of the TBD.

## **SECTION 10. TRANSFER OF DOCUMENTS**

**10.1 County Records to be Transferred.** Prior to and after the Annexation Date and upon the City's reasonable written request, the County will provide the City copies of requested County records (except for privileged documents) from the County Planning and Public Works Department pertaining to the transfer of jurisdictions, services, land use permitting from the County to the City. Such records may include, but are not limited to, the following:

**10.1.1 Building Permit Records.** Building permit files for properties within the PAA.

**10.1.2 Public and Private Stormwater and Wastewater Facilities.** Records, including, but not limited to maintenance files, illicit discharge notices, drainage or water quality complaints, capital improvement plans, as-builts for stormwater and wastewater assets, GIS shapefiles for all public and private stormwater and wastewater assets, inspections records for public and private stormwater and wastewater assets, inspection records for all businesses required to be inspected under the Phase I Municipal Stormwater Permit, maintenance records for public and private stormwater and wastewater assets, and all other records pertinent to management of the Phase I Municipal stormwater permit.

**10.1.3 Transportation Facilities.** Records including but not limited to, traffic count data, sign inventory, road maintenance, pavement and sidewalk condition, street and traffic light location information, and as built drawings.

## **SECTION 11. CONSULTATION**

**11.1 General.** The Parties agree that any time the words “consult”, “confer”, or “consultation” are used in this MOU, that the word is referencing the process provided in this Section regardless if this Section is specifically identified in the text of the MOU.

**11.2 Consultation.** The Parties agree that the following is the minimum required for consultation:

**11.2.1 Notice.** The County shall consider the City a party of record for all Affected Projects, and provide the City with the Notices of Application, Hearing, and Decision within the timeframes required by Chapter 36.70B RCW.

**11.2.2 Materials.** Upon request of the City, the County will provide within ten (10) working days to the City paper or electronic copies of all of the materials in its possession that were submitted as part of the permit application for which the City received a notice under Section 6.3.1.

**11.2.3 Comments.** The City shall provide written comments and any requested mitigation measures within twenty-eight (28) working days of the receipt of the materials identified in section 10.2.2. The County shall provide a written response to the City within twenty-eight (28) working days from the date of receipt of the City's comment letter.

**11.2.4 Subsequent Submittals.** The Parties agree that if the City previously requested copies under Section 11.2.2 and/or provided comments under Section 11.2.3, the County shall automatically provide to the City within ten (10) working days all additional or resubmitted materials for that Affected Project. The City shall provide written comments and any requested mitigation measures within twenty-one (21) working days of the receipt of the subsequent submittals. The County shall provide a written response to the City within twenty-one (21) working days from the date of receipt of the City's comment letter. This process shall be repeated for all subsequent submittals for an Affected Project.

**11.2.5 Technical Review Meetings.** The County shall provide the City notice at least seven (7) days prior to any technical review meetings for Affected Projects. The City shall be allowed and encouraged to attend all Customer Information Meetings, building permit pre-construction conferences and/or technical review meetings for Affected Projects.

**11.2.6 Project Conditions of Approval and Mitigation.** The Parties agree to negotiate in good faith to jointly identify conditions of approval and/or mitigation measures for an Affected Project. Final approval will remain with the jurisdiction having regulatory authority at the time of project review and approval.

## **SECTION 12. TERM**

**12.1 Duration.** This MOU shall remain in effect for five (5) years after the Annexation Date unless terminated earlier in accordance with Section 12.2.

**12.2 Termination.**

**12.2.1** Either Party may terminate the MOU upon ninety (90) days' advance written notice to the other Party. Notwithstanding the expiration or earlier termination of the MOU, the County and City shall remain responsible for fulfilling any outstanding obligations under this MOU that were incurred prior to the date on which the MOU expired or terminated.

**12.2.2** This MOU shall be terminated immediately if a referendum petition is filed within the allotted time period and the resulting annexation vote defeats the proposed annexation.

## **SECTION 13. GENERAL PROVISIONS**

**13.1 Notices, Demands, and Communications.** Formal notices, demands, and communications between the City and the County shall be sufficient if given and shall not be deemed given unless dispatched by certified mail, postage prepaid, returned receipt requested, or delivered personally, to the principal offices of the City and the County as follows:

City:

Office of the City Manager  
Tacoma Municipal Building  
747 Market Street, Room 1200  
Tacoma, WA 98402  
Phone (253) 591-5134

County:

Office of the Pierce County Executive  
County-City Building, Room 737  
930 Tacoma Avenue South  
Tacoma, WA 98402  
Phone (253) 798-7477

Director:

Pierce County Planning and Public Works  
Public Services Building  
2401 South 35th Street, Room 175  
Tacoma WA 98409  
Phone (253) 798-7210

### **13.2 Indemnification and Defense.**

**13.2.1** To the extent permitted by law, the City and the County shall protect, defend, indemnify, and save harmless each other, their respective officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from,



Indemnifying Party's negligent acts or omissions. Neither the City nor the County will be required to indemnify, defend, or save harmless each other if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other party. Where such claims, suits, or actions result from concurrent negligence of the City and the County, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the City's or the County's own negligence. The City and the County agree that their respective obligations under this subsection extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the City and the County, by mutual negotiation, hereby waive, with respect to the other party only, any immunity that would otherwise be available against such claims under the industrial insurance provisions of Title 51 RCW. In the event that the City or the County incurs any judgment, award, and/or cost arising therefrom, including attorneys' fees, to enforce the provisions of this section, all such fees, expenses, and costs shall be recoverable by the prevailing party. This indemnification shall survive the termination of this Agreement.

**13.2.2** In the event that one Party defends the other, the defending Party shall have the sole right to select legal counsel to defend against the claim, demand, or cause of action. In the event that defense is undertaken, the defending Party shall be empowered to settle or compromise the claim, demand, or cause of action, and the defended Party shall not interfere therewith, provided that if the defending Party settles a claim, demand, or cause of action against the other Party without that Party's consent, the non-consenting Party shall not be liable for any settlement or fees.

**13.3 Amendments.** This MOU may be amended or modified in accordance with applicable laws, rules or regulations, and upon mutual consent of the Parties, such mutual consent of the Parties shall be evidenced by a written amendment signed by the Parties.

**13.4 Rights Reserved.** Nothing in this MOU is intended to waive or limit the rights of the Parties to require mitigation for any impact as allowed by federal, state, or local laws and

ordinances including, but not limited to environmental impacts governed by Chapter 43.21C RCW or mitigation fees governed by RCW 82.02.050.

**13.5 Boundary Review Board Fee Waiver.** For the Notice of Intent to annex, a city or town is required to pay a fee of \$50 (RCW 36.93.120) to the Pierce County Boundary Review Board (BRB). The fee supports administrative tasks that facilitate the annexation proposal as related to BRB responsibilities. RCW 36.93.070 assigns the financial responsibilities for operating the BRB to Pierce County. The County therefore has the authority to waive the fee by absorbing the expense into the County's normal general fund support of the BRB. The County will waive the Notice of Intent to annex fee associated with the Manitou PAA annexation.

**13.6 Title of Parts and Sections.** Any titles of the parts, sections, or subsections of this MOU are inserted for convenience of reference only and shall be disregarded in construing or interpreting any part of its provisions.

**13.7 Applicable Law.** This MOU shall be interpreted under and pursuant to the laws of the State of Washington.

**13.8 Severability.** If any term, provision, covenant, or condition of this MOU is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall continue in full force and effect unless the rights and obligations of the Parties have been materially altered or abridged by such invalidation, voiding, or unenforceability.

**13.9 Legal Actions.** In the event any legal action is commenced to interpret or to enforce the terms of this MOU, or to collect damages as a result of any breach of the MOU, the Party prevailing in any such action shall be entitled to recover against the Party not prevailing all reasonable attorneys' fees and costs incurred in the action.

**13.10 Joint Board.** This MOU does not establish or create a separate legal administrative entity, joint board, or joint budget authority to accomplish the purposes of the MOU.

**13.11 Recordation.** Within ten (10) days after the effective date of this MOU, the Clerk of the County Council shall have this MOU recorded with the County Auditor/Recorder of Pierce County. In the alternative, the Parties may mutually agree to post this MOU electronically on their websites.

**13.12 Execution of Other Documentation.** The City and the County agree to execute any further documentation that may be necessary to carry out the intent and obligations under this MOU.

**13.13 Complete Understanding of the Parties.** This MOU is executed in two (2) duplicate originals, each of which is deemed to be an original. This MOU consists of 19 pages and four (4) attachments, and constitutes the entire understanding and agreement of the Parties.

CITY OF TACOMA

PIERCE COUNTY

\_\_\_\_\_  
Elizabeth Pauli  
City Manager

\_\_\_\_\_  
Bruce F. Dammeier,  
Pierce County Executive

By direction of the Tacoma City Council  
in Open Public Meeting on \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Authenticated by:

Attested by:

\_\_\_\_\_  
Tacoma City Clerk

\_\_\_\_\_  
Pierce County Council Clerk

Approved as to Form:

Approved as to Form:

\_\_\_\_\_  
City of Tacoma Attorney

\_\_\_\_\_  
Pierce County Attorney

# Attachment "A"

## PROPOSED MANITOU ANNEXATION LIMITS

THAT PORTION OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 20 NORTH, RANGE 02 EAST, WILLAMETTE MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LYING NORTH OF THE SOUTH MARGIN OF 70TH STREET WEST AS DEDICATED BY THE PLAT OF MANITOU ACRE TRACTS, ACCORDING TO PLAT RECORDED IN BOOK 10 OF PLATS AT PAGE 96, RECORDS OF THE PIERCE COUNTY AUDITOR, AND LYING EAST OF THE WEST MARGIN OF LAKEWOOD DRIVE WEST (ALSO KNOWN AS 54TH AVENUE SOUTHWEST AND HANNAH PIERCE COUNTY ROAD) ACCORDING TO DEED TO PIERCE COUNTY RECORDED UNDER AUDITOR'S FEE NO. 2451560, RECORDS OF PIERCE COUNTY AUDITOR, AND LYING SOUTH OF THE SOUTH MARGIN OF SOUTH 64TH STREET PER DEED TO PIERCE COUNTY RECORDED UNDER AUDITOR'S FEE NO. 421700, RECORDS OF PIERCE COUNTY AUDITOR, AND QUIT CLAIM DEED TO PIERCE COUNTY RECORDED UNDER AUDITOR'S FEE NO. 8505280134.

SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.

PREPARED BY: G. ALLEN

DATE: 04/08/2020

PROJECT: PROPOSED MANITOU ANNEXATION

FILENAME: PROPOSED MANITOU ANNEXATION LIMITS\_REV3



# Manitou Neighborhood

Attachment "B"



Potential Annexation Area as designated in Pierce County and City of Tacoma Comprehensive Plans



Author: lhamlin  
Date: 4/10/2020  
\\fs005\ITGIS\Projects\2020\PO36\_PDS\_ManitouAnnexation\MXDs\Manitou Potential Annexation 8x11 050918.mxd

**Legend**

- Manitou Potential Annexation Area
- CITY LIMITS

Map is for reference only.







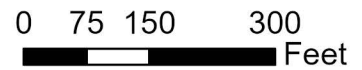


*This is not a survey. Orthophotos and other data may not align. Pierce County assumes no liability for variations ascertained by actual survey. All data is expressly provided "as is" and with all faults.*



# Manitou Neighborhood

Pierce County  
Stormwater Assets





## Attachment "C"

### Manitou Potential Annexation Area - Parcel Listing

<u>No.</u>	<u>Tax Parcel Number</u>	<u>Site Address</u>
1	0220261005	6413 53RD AV W
2	0220261007	6509 LAKEWOOD DR W
3	0220261016	6407 52ND AV W
4	0220261019	6411 52ND AV W
5	0220261024	6402 52ND AV W
6	0220261045	5216 64TH ST W
7	0220265008	6407 53RD AV W
8	0220261011	5211 66TH ST W
9	0220261044	6424 52ND AV W
10	0220265001	6416 52ND AV W
11	0220261014	6427 52ND AV W
12	0220261036	6402 52ND AV W
13	0220265003	6418 52ND AV W
14	0220265004	6403 LAKEWOOD DR W
15	0220265005	6419 LAKEWOOD DR W
16	0220265007	5220 64TH ST W
17	0220261009	5153 66TH ST W
18	0220261013	6425 52ND AV W
19	0220261039	5115 66TH ST W
20	0220261006	6421 53RD AV W
21	0220261018	6436 53RD AV W
22	0220261034	5201 TO 5207 66TH ST W
23	0220265006	6407 TO 6425 53RD AVCT W
24	0220265009	5218 64TH ST W
25	9002570020	6915 LAKEWOOD DR W UNIT A-2
26	9002570030	6915 LAKEWOOD DR W UNIT A-3
27	9002570040	6915 LAKEWOOD DR W UNIT A-4
28	9002670021	6915 LAKEWOOD DR W UNIT D-2,3
29	9003530030	6923 LAKEWOOD DR W UNIT B-3
30	9003530060	6927 LAKEWOOD DR W UNIT C-3
31	9002570030	6915 LAKEWOOD DR W UNIT A-3
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33	9003530020	6923 LAKEWOOD DR W UNIT B-2
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35	5455000510	5320 66TH ST W
36	5455000530	6802 52ND AV W
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38	5455000550	6824 52ND AV W
39	5455000602	6915 LAKEWOOD DR W
40	5455000401	6611 52ND AV W
41	5455000490	6630 52ND AV W
42	5455000560	6828 52ND AV W
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44	5455000230	6821 52ND AV W
45	5455000500	6611 LAKEWOOD DR W
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48	9002570010	6915 LAKEWOOD DR W UNIT A-1
49	9002570020	6915 LAKEWOOD DR W UNIT A-2
50	9003530050	6927 LAKEWOOD DR W UNIT C-2
51	9003530070	6927 LAKEWOOD DR W UNIT C-4
52	9005060060	6608 52ND AVCT W
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56	9005060140	5205 66TH STCT W
57	9005060150	5203 66TH STCT W
58	9002570010	6915 LAKEWOOD DR W UNIT A-1
59	9002670010	6915 LAKEWOOD DR W UNIT D-1
60	9002670040	6915 LAKEWOOD DR W UNIT D-4
61	9003530040	6927 LAKEWOOD DR W UNIT C-1
62	5455000210	6925 52ND AV W
63	5455000450	5030 66TH ST W
64	5455000460	5106 66TH ST W
65	5455000630	5304 68TH ST W
66	9005060020	6606 52ND AVCT W
67	9005060070	6610 52ND AVCT W
68	9005060100	5212 66TH STCT W
69	9005060110	5210 66TH STCT W
70	9002670010	6915 LAKEWOOD DR W UNIT D-1
71	9003530010	6923 LAKEWOOD DR W UNIT B-1
72	9005060050	6609 52ND AVCT W
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75	5455000270	6803 52ND AV W
76	5455000375	6621 TO 6623 52ND AV W
77	5455000471	REFERENCE
78	5455000520	5302 66TH ST W
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84	9002670040	6915 LAKEWOOD DR W UNIT D-4
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86	5455000260	5112 68TH ST W
87	5455000374	5105 68TH ST W
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93	5455000580	5213 70TH ST W
94	5455000640	6811 LAKEWOOD DR W
95	9005060010	6604 52ND AVCT W
96	9005060040	6607 52ND AVCT W
97	9005060080	6614 52ND AVCT W



## Manitou Potential Annexation Area

### Existing Land Uses and Zoning and Proposed Land Use Designations and Zoning Districts

#### 1. Existing Land Uses and Zoning:

Zoning District:           Mixed Use District (MUD)

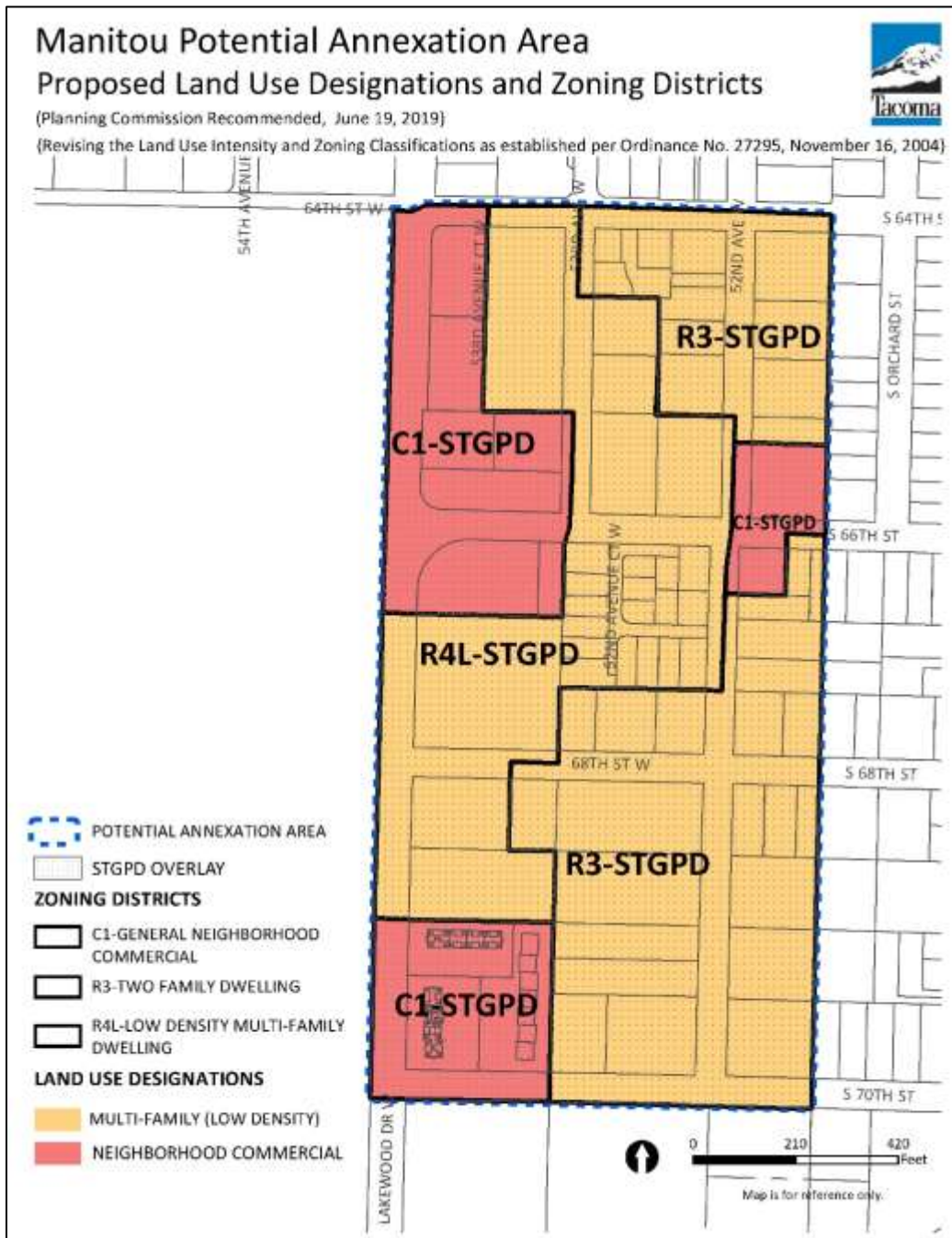
Existing Land Uses:     A mix of residential and commercial development, including single-family, multifamily, mobile homes, offices, and retails.



(Source: Pierce County Planning and Public Works Department)

**2. Proposed Land Use Designations and Zoning Districts:**

Proposed Land Use Designations	Proposed Zoning Districts
<ul style="list-style-type: none"> <li>• Multi-family (Low Density)</li> <li>• Neighborhood Commercial</li> </ul>	<ul style="list-style-type: none"> <li>• R-3 Two Family Dwelling</li> <li>• R4-L Low Density Multi-Family Dwelling</li> <li>• C-1 Neighborhood Commercial</li> <li>• All with STGPD South Tacoma Groundwater Protection District Overlay</li> </ul>



(As adopted by the City Council on September 24, 2019, per Ordinance No. 28609, to be effective upon the annexation of the area to the City of Tacoma)

**ANNEXATION AGREEMENT BETWEEN  
THE CITY OF TACOMA  
and  
PIERCE COUNTY**

THIS INTERLOCAL AGREEMENT, hereinafter referred to as the “Agreement,” is entered into under the authority of Chapter 39.34 RCW and RCW 35.13.470 and 35.13.480 as of the effective date (defined in Section 4.13 below) by and between the City of Tacoma, a Washington municipal corporation (hereinafter referred to as the “City”), and Pierce County, a Washington municipal corporation (hereinafter referred to as the “County”), subject to the terms and conditions set forth herein.

**RECITALS**

**WHEREAS**, the County designated an Urban Growth Area for the City as required by the Growth Management Act (GMA), codified as RCW 36.70A; and

**WHEREAS**, RCW 36.70A.110(7) states, “An urban growth area designated in accordance with this section may include within its boundaries...potential annexation areas designated for specific cities or towns within the county.”; and

**WHEREAS**, the City is a first-class charter city incorporated under RCW 35 and has authority under RCW 35.13 to annex property within its Urban Growth Area; and

**WHEREAS**, RCW 35.13.470 allows the City and the County to enter into an Interlocal Agreement to annex an unincorporated territory when at least sixty percent (60%) of the boundary of the area to be annexed are contiguous to the corporate boundary of the City and the area is within the City’s Urban Growth Area designated under RCW 36.70A.110; and

**WHEREAS**, the Manitou Potential Annexation Area (hereinafter referred to as “PAA”) is within the City’s Potential Annexation Areas and Urban Growth Areas as designated in the *One Tacoma Comprehensive Plan* pursuant to RCW 36.70A.110, and more than sixty percent (60%) of its boundary is contiguous with the City’s boundary; and



**WHEREAS**, the City desires to annex the Manitou PAA into the City utilizing the annexation method provided in RCW 35.13.470 and 35.13.480. The PAA is depicted with an area map and a list of parcels, for illustration purposes, on Attachments A and B, respectively, attached hereto; and

**WHEREAS**, the Pierce County Council passed Resolution Number R2018-97 on September 4, 2018 and the Tacoma City Council passed Resolution Number 40150 on October 30, 2018, directing the respective County and City staff to negotiate an Interlocal Agreement to annex the PAA subject to this Agreement as required by RCW 35.13.470(1); and

**WHEREAS**, annexation of the PAA subject to this Agreement is exempt from compliance with the requirements of the State Environmental Policy Act pursuant to RCW 43.21C.222; and

**WHEREAS**, the Annexation ordinance provided for in RCW 35.13.470 is subject to referendum within forty-five (45) days after adoption; and

**WHEREAS**, after the expiration of the forty-fifth day from, but excluding the date of, adoption of the annexation ordinance, if no timely and sufficient referendum petition has been filed, the area annexed shall become a part of the City of Tacoma; and

**WHEREAS**, the City and County have published notice of adoption of this Agreement as required by RCW 35.13.470(3); and

**WHEREAS**, the City will publish notice of the proposed effective date of the annexation, together with a description of the property to be annexed, as required by RCW 35.13.470(4); and

**WHEREAS**, the Tacoma City Council has enacted Resolution No. 40848 on October 12, 2021, authorizing the City Manager to enter into this Agreement; and

**WHEREAS**, the Pierce County Council has enacted Ordinance No. 2021-81s on September 28, 2021, authorizing the County Executive to enter into this Agreement; and

**WHEREAS**, the Tacoma City Council held a public hearing pursuant to RCW 35.13.470(3) on August 31, 2021, and the Pierce County Council held a public hearing on September 28, 2021; and

**WHEREAS**, the Tacoma City Council found that the proposed annexation is consistent with the City of Tacoma's *One Tacoma Comprehensive Plan*; and

**NOW, THEREFORE**, in consideration of the foregoing, the parties hereto agree as follows:

## **AGREEMENT**

### **SECTION 1. ANNEXATION AREAS**

**1.1 Annexation.** The County and City agree that the Manitou PAA identified in this Section shall be annexed into the City following the adopting of an ordinance by the City providing for such annexation pursuant to RCW 35.13.470. The annexation date fixed by ordinance shall not be fewer than forty-five (45) days from the date of adoption of the ordinance pursuant to RCW 35.13.470(4).

**1.2 The Manitou PAA** is legally defined as:

That portion of the east half of the northeast quarter of Section 26, Township 20 North, Range 02 East, Willamette Meridian, more particularly described as follows:

Lying north of the south margin of 70th Street West as dedicated by the plat of Manitou acre tracts, according to plat recorded in Book 10 of Plats at page 96, records of the Pierce County Auditor, and lying east of the west margin of Lakewood Drive West (also known as 54th Avenue Southwest and Hannah Pierce County Road) according to deed to Pierce County recorded under Auditor's fee No. 2451560, records of Pierce County Auditor, and lying south of the south margin of South 64th Street per deed to Pierce County recorded under Auditor's fee No. 421700, records of Pierce County Auditor, and quit claim deed to Pierce County recorded under Auditor's fee No. 8505280134.

Situate in the County of Pierce, State of Washington.

## **SECTION 2. GOVERNMENTAL SERVICES**

**2.1 Transition of Governmental Services.** The transition of governmental services is provided for in the *Annexation Memorandum of Understanding* (“MOU”) as set forth in Exhibit B to Pierce County Ordinance No. 2021-81s and in Exhibit B to Tacoma City Council Resolution No. 40848.

## **SECTION 3. TERM**

**3.1 Duration.** This Agreement shall remain in effect for five (5) years after the Annexation date unless terminated earlier in accordance with Section 3.2.

**3.2 Termination.**

**3.2.1** Either party may terminate the Agreement upon ninety (90) days’ advance written notice to the other party. Notwithstanding the expiration or earlier termination of the Agreement, the County and City shall remain responsible for fulfilling any outstanding obligations under this Agreement that were incurred prior to the date on which the Agreement expired or terminated.

**3.2.2** This Agreement shall be terminated immediately if a referendum petition is filed within the allotted time period and the resulting annexation vote defeats the proposed annexation(s).

## **SECTION 4. GENERAL PROVISIONS**

**4.1 Notices, Demands, and Communications.** Formal notices, demands, and communications between the City and the County shall be sufficient if given and shall not be deemed given unless dispatched by certified mail, postage prepaid, returned receipt requested, or delivered personally, to the principal offices of the City and the County as follows:

City:  
Office of the City Manager  
Tacoma Municipal Building  
747 Market Street, Room 1200  
Tacoma, WA 98402

County:  
Office of the Pierce County Executive  
County-City Building  
930 Tacoma Avenue South, Room 737  
Tacoma, WA 98402

Director:  
Pierce County Planning and Public Works  
Public Services Building  
2401 South 35th Street, Room 175  
Tacoma WA 98409

## **4.2 Indemnification and Defense.**

**4.2.1** The City agrees to defend, indemnify, and save harmless the County, its appointed and elected officers, and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees, and costs by reason of any and all claims and demands upon the County, its elected or appointed officials, or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons, and for damages to property including loss of use thereof, when such injury to persons or damage to property is due to the negligence of the City, its subcontractors, its successor or assigns, or its agent, servants, or employees.

**4.2.2** The County agrees to defend, indemnify and save harmless the City, its appointed and elected officers, and employees, from and against all loss or expense, including but not limited to judgements, settlements, attorney's fees, and costs by reason of any and all claims and demands upon the City, its elected or appointed officials, or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons, and for damages to property including loss of use thereof, when such injury to persons or damage to property is due to

the negligence of the County, its subcontractors, its successor or assigns, or its agent, servants, or employees.

**4.2.3** Should Pierce County be determined liable for said damages caused by or resulting from the concurrent negligence of the County and the City, the City shall indemnify Pierce County only to the extent of the City's negligence, and Pierce County shall indemnify the City only to the extent of Pierce County's negligence.

**4.2.4** In the event that one party defends the other, the defending party shall have the sole right to select legal counsel to defend against the claim, demand, or cause of action. In the event that defense is undertaken, the defending party shall be empowered to settle or compromise the claim, demand, or cause of action, and the defended party shall not interfere therewith, provided that if the defending party settles a claim, demand, or cause of action against the other party without that party's consent, the non-consenting party shall not be liable for any settlement or fees.

**4.3 Amendments.** This Agreement may be amended or modified in accordance with applicable laws, rules, or regulations, and upon mutual consent of the parties; such mutual consent of the Parties shall be evidenced by a written amendment signed by the parties.

**4.4 Rights Reserved.** Nothing in this Agreement is intended to waive or limit the rights of the parties to require mitigation for any impact as allowed by federal, state, or local laws and ordinances including but not limited to environmental impacts governed by Chapter 43.21C RCW or mitigation fees governed by RCW 82.02.050.

**4.5 Title of Parts and Sections.** Any titles of the parts, sections, or subsections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any part of its provisions.

**4.6 Applicable Law.** This Agreement shall be interpreted under and pursuant to the laws of the State of Washington.

**4.7 Severability.** If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall continue in full force and effect unless the rights and obligations of the Parties have been materially altered or abridged by such invalidation, voiding, or unenforceability.

**4.8 Legal Actions.** In the event any legal action is commenced to interpret or to enforce the terms of this Agreement, or to collect damages as a result of any breach of the Agreement, the party prevailing in any such action shall be entitled to recover against the party not prevailing all reasonable attorneys' fees and costs incurred in the action.

**4.9 Joint Board.** This Interlocal Agreement does not establish or create a separate legal administrative entity, joint board, or joint budget authority to accomplish the purposes of the Agreement.

**4.10 Recordation.** Within ten (10) days after the effective date of this Agreement, the Clerk of the County Council shall have this Agreement recorded with the County Auditor/Recorder of Pierce County. In the alternative, the parties may mutually agree to post this Agreement electronically on their websites.

**4.11 Execution of Other Documentation.** The City and the County agree to execute any further documentation that may be necessary to carry out the intent and obligations under this Agreement.

**4.12 Complete Understanding of the Parties.** This Agreement is executed in two (2) duplicate originals, each of which is deemed to be an original. This Agreement consists of eight (8) pages and constitutes the entire understanding and agreement of the Parties.

**4.13 Effective Date.** The Effective Date of this Agreement shall be the date upon which the Agreement is approved by official action of the legislative bodies of each of the Parties, and the MOU is signed by the duly authorized representative of each of the Parties.



CITY OF TACOMA

DocuSigned by:  
*Elizabeth Pauli, City Manager*  
Elizabeth Pauli  
City Manager

By direction of the Tacoma City Council

in Open Public Meeting on October 12, 2021

Dated: 12/15/2021

Authenticated by:  
DocuSigned by:  
*Doris Soum* 12/15/2021  
Tacoma City Clerk

Approved as to Form:  
DocuSigned by:  
*Bill Fosbre, City Attorney* 12/15/2021  
City of Tacoma Attorney

PIERCE COUNTY

DocuSigned by:  
*Bruce Dammeier*  
Bruce F. Dammeier  
Pierce County Executive

Dated: 12/6/2021

Approved by:  
DocuSigned by:  
*Gary Robinson* 12/6/2021  
Pierce County Finance Director

Approved as to Form:  
DocuSigned by:  
*Judd Campbell* 12/6/2021  
Pierce County Attorney



# Manitou Neighborhood

Attachment "A"



Potential Annexation Area as designated in Pierce County and City of Tacoma Comprehensive Plans

Date: 4/10/2020  
\\fs005\ITGIS\Projects\2020\PO36\_PDS\_ManitouAnnexation\MXDs\Manitou Potential Annexation 8x11 050918.mxd  
Author: lhamlin



**Legend**

- Manitou Potential Annexation Area
- CITY LIMITS

Map is for reference only.



## Attachment "B"

### Manitou Potential Annexation Area - Parcel Listing

<u>No.</u>	<u>Tax Parcel Number</u>	<u>Site Address</u>
1	0220261005	6413 53RD AV W
2	0220261007	6509 LAKEWOOD DR W
3	0220261016	6407 52ND AV W
4	0220261019	6411 52ND AV W
5	0220261024	6402 52ND AV W
6	0220261045	5216 64TH ST W
7	0220265008	6407 53RD AV W
8	0220261011	5211 66TH ST W
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28	9002670021	6915 LAKEWOOD DR W UNIT D-2,3
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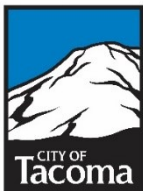
**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE CITY OF TACOMA**

**and**

**PIERCE COUNTY**



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### Attachments

- A. Manitou Potential Annexation Area Legal Description
- B. Manitou Potential Annexation Area Map, Sewer Lines and Stormwater Assets
- C. Manitou Potential Annexation Area Parcel Listing
- D. Manitou Potential Annexation Area Land Use and Zoning



**ANNEXATION MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY OF TACOMA  
and  
PIERCE COUNTY**

THIS MEMORANDUM OF UNDERSTANDING, hereinafter referred to as the “MOU,” is made and entered as of the Effective Date (defined in Section 2.3 below) by and between the City of Tacoma, a Washington municipal corporation and political subdivision of the State of Washington (hereinafter referred to as the “City”) and Pierce County, a Washington municipal corporation and political subdivision of the State of Washington (hereinafter referred to as the “County”), subject to the terms and conditions set forth herein.

**RECITALS**

**WHEREAS**, the County designated an Urban Growth Area for the City as required by the Growth Management Act (“GMA”), codified as RCW 36.70A;

**WHEREAS**, RCW 36.70A.110(7) states, “An urban growth area designated in accordance with this section may include within its boundaries...potential annexation areas designated for specific cities or towns within the county.”;

**WHEREAS**, the City is a first-class charter city incorporated under the RCW 35 and has authority under RCW 35.13 to annex property within its urban growth area;

**WHEREAS**, RCW 35.13.470 allows the City and the County to enter into an Interlocal Agreement to annex an unincorporated territory when at least sixty percent (60%) of the boundary of the area to be annexed are contiguous to the corporate boundary of the City and the area is within the City’s urban growth area designated under RCW 36.70A.110;

**WHEREAS**, the Manitou Potential Annexation Area (hereinafter referred to as “PAA”) is within the City’s Potential Annexation Areas and Urban Growth Areas as designated in its *One Tacoma Comprehensive Plan* pursuant to RCW 36.70A.110, and more than sixty percent (60%) of its boundary is contiguous with the City’s boundary;

**WHEREAS**, the Pierce County Council passed Resolution Number R2018-97 on September 4, 2018 and the Tacoma City Council passed Resolution 40150 on October 30, 2018, directing the respective County and City staff to negotiate an Interlocal Agreement to annex the PAA subject to this Agreement as required by RCW 35.13.470(1);

**WHEREAS**, Multi-County Planning Policy MPP-DP-19 states, “[S]upport joint planning between cities and counties to work cooperatively in planning for urban unincorporated areas to ensure an orderly transition to city governance, including efforts such as: (a) establishing urban development standards, (b) addressing service and infrastructure financing, and (c) transferring permitting authority;”

**WHEREAS**, annexation of the PAA is exempt from compliance with the requirements of the State Environmental Policy Act pursuant to RCW 43.21C.222;

**WHEREAS**, the annexation ordinance provided for in RCW 35.13.470 is subject to referendum within forty-five (45) days after adoption;

**WHEREAS**, upon the filing of a timely and sufficient referendum petition with the legislative body, signed by registered voters representing not less than fifteen percent (15%) of the votes cast in the last general state election in the area to be annexed, the question of annexation shall be submitted to voters of the area in a general election if one is to be held within ninety (90) days or at a special election called for that purpose;

**WHEREAS**, after the expiration of the forty-fifth day from, but excluding the date of adoption of the annexation ordinance, if no timely and sufficient referendum petition has been filed, the area annexed shall become a part of the City of Tacoma;

**WHEREAS**, the Tacoma City Council has enacted Resolution No. 40848 on October 12, 2021, authorizing the City Manager to enter into this MOU;

**WHEREAS**, the Pierce County Council has enacted Ordinance No. 2021-81s on September 28, 2021, authorizing the County Executive to enter into this MOU;

**NOW, THEREFORE**, in consideration of the foregoing, the Parties hereto agree as follows:

## SECTION 1. PURPOSE

**1.1 Purpose.** The purpose of this MOU is to set forth the terms of the Parties' agreement for the transition of governmental services from Pierce County to the City of Tacoma related to the City's annexation of the Manitou PAA. The Parties anticipate formulating a more definitive and enforceable Interlocal Annexation Agreement in conjunction with this MOU.

## SECTION 2. DEFINITIONS

**2.1 Affected Project.** All projects within the PAA that are subject to the Notice of Application requirements of RCW 36.70B.110, or subject to review under the State Environmental Policy Act (SEPA).

**2.2 Annexation Date.** The annexation date shall be the date fixed by ordinance and shall not be fewer than forty-five (45) days from the date of adoption of the ordinance.

**2.3 Effective Date.** The Effective Date of this MOU shall be the date upon which the MOU is approved by official action of the legislative bodies of each of the Parties, and the MOU is signed by the duly authorized representative of each of the Parties.

**2.4 Development Regulations.** The controls, requirements, and limitations placed on development, including, but not limited to, zoning ordinances, critical areas ordinances, shoreline master programs, stormwater requirements, transportation requirements, SEPA ordinances, and subdivision ordinances.

**2.5 Pierce County Code (PCC).** The PCC no longer applies to the annexed area as of the Annexation Date except as otherwise specified in the MOU.

**2.6 Potential Annexation Area (PAA).** An area within the designated urban growth area, which has been identified as being appropriate for annexation. For this MOU, reference to a PAA encompasses the area as described in Section 3. Annexation Area (Manitou PAA).

**2.7 Working Day.** Every day is considered a "working day" unless it is considered a nonworking day. Nonworking days are all Saturdays, all Sundays, all of the following holidays: the third Monday of January, the third Monday of February, Memorial Day, July 4th, Labor Day, November 11th, Thanksgiving Day, the day after Thanksgiving, and the days between the time period starting on December 24th and concluding on January 1st. When any of the holidays fall

on a Sunday, the following Monday shall be considered a nonworking day. When any of the holidays fall on a Saturday, the preceding Friday shall be considered a nonworking day.

### **SECTION 3. ANNEXATION AREA**

**3.1 Annexation.** This MOU shall apply to the Potential Annexation Area (PAA) discussed in this Section, annexed into the City following the entering into such annexation agreement and adoption of an ordinance by the City providing for such annexation pursuant to RCW 35.13.470.

#### **3.2 Manitou Potential Annexation Area (PAA).**

**3.2.1 Boundaries.** A legal description of the boundaries of this PAA is provided in Attachment A. A graphical illustration of this area is provided on the Map included in Attachment B.

**3.2.2 Size.** The area is comprised of 97 parcels and road right-of-way totaling approximately 37 acres. A list of parcels in the area is provided in Attachment C.

**3.2.3 Land Use Patterns.** The current land use pattern is a mix of residential and commercial development, including single-family and multi-family dwellings, mobile homes, professional offices, and retail businesses.

**3.2.4 Land Use Designations and Zoning Districts.** The existing land use designation established by the Pierce County Comprehensive Plan is Mixed Use District (MUD) and the pre-annexation land use designations and corresponding zoning classifications adopted by the City on September 24, 2019 pursuant to Ordinance Number 28609 include Multi-family (Low Density), Neighborhood Commercial, R-3 Two Family Dwelling, R4-L Low Density Multi-Family Dwelling, C-1 Neighborhood Commercial, and STGPD South Tacoma Groundwater Protection District Overlay. A graphical illustration of the existing land uses and the proposed land use designations and zoning districts is provided on Maps included in Attachment D.

## SECTION 4. SERVICE PROVIDERS

**4.1 General.** Some service providers will continue providing services once the Manitou PAA is annexed by the City, while some services will be provided by different providers, as set forth below. For those service providers which remain the same upon annexation of the PAA, there would not be an increased demand for services when compared to the current projected future demand.

**4.2 Schools.** The Manitou PAA is currently served by the Tacoma School District, which would continue to serve families in the area upon annexation to the City.

**4.3 Libraries.** The Pierce County Library system currently provides library services to the Manitou PAA, and would continue to provide library services upon the area's annexation to the City. In addition, the Tacoma Library System would provide library services to the area as well.

**4.4 Water.** Tacoma Water currently provides water to the Manitou PAA and would continue the service upon the area's annexation to the City.

**4.5 Power.** Electrical service in the Manitou PAA is currently provided by Tacoma Power, which would continue the service upon the area's annexation to the City.

**4.6 Natural Gas.** Natural gas service in the Manitou PAA is currently served by Puget Sound Energy, which would continue the service upon the area's annexation to the City.

**4.7 Fire.** Fire protection and emergency medical services for the Manitou PAA that are currently provided by West Pierce Fire & Rescue would be provided by the Tacoma Fire Department upon the area's annexation to the City. The Tacoma Fire Department and West Pierce Fire & Rescue will work together to ensure a smooth transition of services.

**4.8 Police.** Police services for the Manitou PAA are currently contracted with the University Place Police Department (UPPD). Upon the area's annexation to the City, police services would be provided by the Tacoma Police Department (TPD). The TPD will work with the Pierce County Sheriff and the UPPD to ensure a smooth transition of services. Additional requirements for the County and the City regarding the transition, provision, and cooperation of police and criminal justice services are provided in Section 5 of this MOU.

**4.9 Permitting.** Upon the Manitou PAA’s annexation to the City, Pierce County Planning and Public Works Department and the City of Tacoma Planning and Development Services Department will work together on the transition, provision, and cooperation of building and land use permitting services, in accordance with the requirements set forth in Section 6 of this MOU.

**4.10 Solid Waste.** LeMay Pierce County Refuse currently provides solid waste and recycling services to residential and business customers in the Manitou PAA. Upon the area’s annexation to the City, the Tacoma Environmental Services Department’s Solid Waste Management will begin the negotiation process with LeMay Pierce County Refuse, in accordance with RCW 35.13.280 – regulation of solid waste collection, to develop and execute a transition plan for taking over the services.

**4.11 Sewer.** Upon the Manitou PAA’s annexation to the City, the Tacoma Environmental Services Department’s Wastewater Management would take over the ownership and maintenance responsibility of the sewer main facilities as set forth in Section 8 of this MOU.

**4.12 Stormwater.** Upon the Manitou PAA’s annexation to the City, the Tacoma Environmental Services Department’s Stormwater Management would take over the ownership and maintenance responsibility of the stormwater assets as set forth in Section 8 of this MOU.

**4.13 Roads.** Upon annexation of the Manitou PAA, the Tacoma Public Works Department would take over the maintenance and operation responsibilities for the right-of-way as outlined in the Tacoma Municipal Code. Pierce County Planning and Public Works Department and the City of Tacoma Public Works Department will work together on the transition, provision, and cooperation of signal and engineering services, in accordance with the requirements set forth in Section 9 and Section 10 of this MOU.

## **SECTION 5. CRIMINAL JUSTICE SERVICES**

**5.1 General.** Currently, Pierce County is responsible for criminal justice services (e.g. law enforcement, jail services, and court and prosecution services) within the PAA. The City would assume responsibility for criminal justice service upon annexation as provided in this section.



**5.2 Police Services.** On the Annexation Date, police service responsibility within the PAA will be transferred to the City. The County will be responsible for all criminal cases and investigations for crimes that occurred before the Annexation Date, including but not limited to, all costs associated with these cases and investigations. The City will be responsible for all criminal cases and investigations for crimes that occurred on or after the Annexation Date, including but not limited to all costs associated with these cases and investigations. The City's Chief of Police and the Pierce County Sheriff will work together to ensure a smooth transition plan.

**5.3 Court and Prosecution Services.** The County will be responsible for the court expenses, prosecution, and payment of any fees or assessments associated with misdemeanor criminal offenses that occur within the PAA prior to the Annexation Date. The City will be responsible for the court expenses, prosecution, and payment of any fees or assessments associated with misdemeanor criminal offenses that occur within the PAA on or after the Annexation Date.

**5.4 Jail Services.** Pierce County will be responsible for the incarceration of adult offenders found to have committed a misdemeanor or gross misdemeanor within the PAA before the Annexation Date. The City will be responsible for the incarceration of adult offenders found to have committed a misdemeanor or gross misdemeanor within the PAA on or after the Annexation Date.

## **SECTION 6. BUILDING AND LAND USE PERMITTING**

**6.1 General.** The Parties agree that Pierce County Planning and Public Works (PPW) shall continue to review and approve all project permits for development proposals within the PAA under the Development Regulations adopted by the County until the Annexation Date as provided in this Section.

**6.2 Consultation.** Following the Effective Date of this MOU, the County agrees to consult with the City on Affected Projects as provided in Section 9.

**6.3 Building Permits.** The County shall be responsible for completing the processing for all building permit applications and associated permits for properties within the PAA submitted to the County and deemed complete prior to the Annexation Date as provided below:

- 6.3.1** For the purpose of this Section, associated permits include mechanical, plumbing, fire suppression, stormwater, and road approach/curb cut permits for the underlying building permit.
- 6.3.2** Sign permits are not associated permits. The County will only complete sign permits submitted to the County prior to the Annexation Date.
- 6.3.3** Building permits and associated permits for homes within plats or short plats that have not received final plat approval prior to the Annexation Date shall be processed consistently with the terms of Section 6.4.
- 6.3.4** The County shall be responsible for defending and processing all appeals of building permits and other related permits issued by the County prior to and after the Annexation Date.
- 6.3.5** For the purpose of this Section, “complete” shall mean the final administrative or quasi-judicial approval, including final inspection and issuance of an occupancy permit.

**6.4 Plats and Short Plats.** The County shall be responsible for completing the processing for plats and short plat applications for properties within the PAA submitted to the County prior to the Annexation Date as provided below:

- 6.4.1** The County agrees to complete the review process through the phase (e.g. preliminary, civil, and final) that is pending on the Annexation Date and then turn the application over to the City for further processing.
- 6.4.2** The County agrees to complete associated permits filed either before or after the Annexation Date that are necessary to complete the current phase of the plat or short plat application that remains under the County’s review as provided in Section 6.4.1 of this MOU.
- 6.4.3** For the purpose of Section 6.4, associated permits include shoreline permits, variances, site development, forest practice permits, civil permits, right-of-way permits, critical area permits, and reviews under the State Environmental Policy Act (SEPA).

**6.4.4** For the purpose of Section 6.4, “complete” means the final administrative or quasi-judicial approval.

**6.4.5** All building permits and associated permits as defined in Section 6.3 for homes within a new subdivision shall be submitted to the City after the Annexation date.

**6.5 Other Land Use Permits.** The County shall be responsible for completing the processing for all other land use permit applications for properties within the PAA submitted to the County prior to the Annexation Date as provided below:

**6.5.1 Definition of Land Use Permits.** For the purpose of Section 6.5, other land use permits include nonconforming use permits, conditional use permits, shoreline permits, variances, site development, forest practice permits, critical area permits, and reviews under the State Environmental Policy Act (SEPA).

**6.5.2 Plats or Short Plats.** Other land use permits associated with plats or short plats shall be processed consistently with the terms of Section 6.4.

**6.5.3 Definition of Complete.** For the purpose of Section 6.5, “complete” means the final administrative or quasi-judicial approval, including final inspection and issuance of an occupancy permit.

**6.6 Accepting County Conditions.** Following annexation and transfer of a development application to the City for handling, the conditions of approval for all building and land use permits and preliminary plat applications in the annexed area will continue to apply as required by law.

**6.7 Permit Fees.** In order to cover the cost of processing building and land use permits submitted to the County prior to the Annexation Date, the County is authorized to collect fees for those permits after the Annexation Date. The County is further authorized to retain fees collected by the County for permits submitted to the County prior to the Annexation Date.

**6.8 Impact Fees.** The County shall require applicants to pay applicable Impact Fees on all building permits submitted to the County after the Effective Date of this MOU within the

annexation areas described in this Memorandum. The County shall transfer all of these impact fees, except school impact fees, collected by the County after the Annexation Date to the City.

**6.9 Permit Extensions.** The County agrees to grant extension requests for permits discussed in Section 6 of this MOU only when construction authorized by the underlying permit is underway by the Annexation Date, or if the County approved the permit and issued the permit prior to the Annexation Date. The County further agrees that the County will not reactivate expired building permits and/or associated permits.

**6.10 Appeals.** The County shall be responsible for defending all administrative, quasi-judicial, or Land Use Petition Act appeals for land use decisions issued by the County prior to and after the Annexation Date.

**6.11 Tracking of County Retained Permits.** Upon the City's written request and within the time period to which the Parties agree the County shall provide the City a list of all building and land use permit applications that are still pending, under review, or issued, but not yet finalized. This list shall include the project number assigned by the County, parcel number, a brief description of the project, current status, and expiration date of the permit. The County shall provide the City an update as requested by the City until all permits on the list have either been finalized, expired, or otherwise completed.

## **SECTION 7. CODE ENFORCEMENT**

**7.1 General.** On the Annexation Date, code enforcement responsibility within the PAA will be transferred to the City.

**7.2 Code Enforcement Cases.** The County shall provide the City a list of all pending code enforcement cases within thirty (30) days of the Effective Date of this MOU. Pierce County shall close these cases as of the Annexation Date. The City, at its sole discretion, may pursue any code enforcement action originally initiated by the County.

## **SECTION 8. SEWER AND STORMWATER**

**8.1 Legal Control and Maintenance Responsibilities – Sewer.** Gravity Main sewers owned and operated by Pierce County are within the annexation area on 64<sup>th</sup> Street West, 52<sup>nd</sup> Avenue West, 66<sup>th</sup> Street West, and 68<sup>th</sup> Street West; A graphical illustration of this area is

provided on the Map included in Attachment B. These facilities are tributary to the Tacoma Central Wastewater Treatment Plant. The City agrees to accept transfer of ownership and maintenance responsibility of these facilities. The transfer of legal control shall be completed through a separate transaction agreeable by both the City and County.

**8.2 Legal Control and Maintenance Responsibilities – Stormwater.** Stormwater assets (pipes, ditches, and facilities) owned and operated by Pierce County are within the annexation area on 64<sup>th</sup> Street West, 52<sup>nd</sup> Avenue West, 66<sup>th</sup> Street West, and 68<sup>th</sup> Street West; A graphical illustration of this area is provided on the Map included in Attachment B. The City agrees to accept transfer of ownership and maintenance responsibility of these assets. The transfer of legal control shall be completed through a separate transaction agreeable by both the City and County.

## **SECTION 9. ROAD FUNDS**

**9.1 County Road Taxes.** The County shall distribute to the City those portions of the non-delinquent road district taxes that were levied before, but collected after, the Annexation Date, in accordance with RCW 35.13.270.

**9.2 Transportation Benefit District.** On December 2, 2014, Pierce County adopted Ordinance 2014-28 establishing a Transportation Benefit District (TBD), which encompassed all of the unincorporated areas of Pierce County at the time of the establishment of the TBD. Ordinance 2014-28 is silent as to how the annexation would affect the boundaries of the TBD. Therefore, the County will review this issue and consider options to forward to the TBD Governing Board to address the impact of annexations on the boundaries of the TBD.

## **SECTION 10. TRANSFER OF DOCUMENTS**

**10.1 County Records to be Transferred.** Prior to and after the Annexation Date and upon the City's reasonable written request, the County will provide the City copies of requested County records (except for privileged documents) from the County Planning and Public Works Department pertaining to the transfer of jurisdictions, services, land use permitting from the County to the City. Such records may include, but are not limited to, the following:

**10.1.1 Building Permit Records.** Building permit files for properties within the PAA.

**10.1.2 Public and Private Stormwater and Wastewater Facilities.** Records, including, but not limited to maintenance files, illicit discharge notices, drainage or water quality complaints, capital improvement plans, as-builts for stormwater and wastewater assets, GIS shapefiles for all public and private stormwater and wastewater assets, inspections records for public and private stormwater and wastewater assets, inspection records for all businesses required to be inspected under the Phase I Municipal Stormwater Permit, maintenance records for public and private stormwater and wastewater assets, and all other records pertinent to management of the Phase I Municipal stormwater permit.

**10.1.3 Transportation Facilities.** Records including but not limited to, traffic count data, sign inventory, road maintenance, pavement and sidewalk condition, street and traffic light location information, and as built drawings.

## **SECTION 11. CONSULTATION**

**11.1 General.** The Parties agree that any time the words “consult”, “confer”, or “consultation” are used in this MOU, that the word is referencing the process provided in this Section regardless if this Section is specifically identified in the text of the MOU.

**11.2 Consultation.** The Parties agree that the following is the minimum required for consultation:

**11.2.1 Notice.** The County shall consider the City a party of record for all Affected Projects, and provide the City with the Notices of Application, Hearing, and Decision within the timeframes required by Chapter 36.70B RCW.

**11.2.2 Materials.** Upon request of the City, the County will provide within ten (10) working days to the City paper or electronic copies of all of the materials in its possession that were submitted as part of the permit application for which the City received a notice under Section 6.3.1.



**11.2.3 Comments.** The City shall provide written comments and any requested mitigation measures within twenty-eight (28) working days of the receipt of the materials identified in section 10.2.2. The County shall provide a written response to the City within twenty-eight (28) working days from the date of receipt of the City's comment letter.

**11.2.4 Subsequent Submittals.** The Parties agree that if the City previously requested copies under Section 11.2.2 and/or provided comments under Section 11.2.3, the County shall automatically provide to the City within ten (10) working days all additional or resubmitted materials for that Affected Project. The City shall provide written comments and any requested mitigation measures within twenty-one (21) working days of the receipt of the subsequent submittals. The County shall provide a written response to the City within twenty-one (21) working days from the date of receipt of the City's comment letter. This process shall be repeated for all subsequent submittals for an Affected Project.

**11.2.5 Technical Review Meetings.** The County shall provide the City notice at least seven (7) days prior to any technical review meetings for Affected Projects. The City shall be allowed and encouraged to attend all Customer Information Meetings, building permit pre-construction conferences and/or technical review meetings for Affected Projects.

**11.2.6 Project Conditions of Approval and Mitigation.** The Parties agree to negotiate in good faith to jointly identify conditions of approval and/or mitigation measures for an Affected Project. Final approval will remain with the jurisdiction having regulatory authority at the time of project review and approval.

## **SECTION 12. TERM**

**12.1 Duration.** This MOU shall remain in effect for five (5) years after the Annexation Date unless terminated earlier in accordance with Section 12.2.

**12.2 Termination.**

**12.2.1** Either Party may terminate the MOU upon ninety (90) days' advance written notice to the other Party. Notwithstanding the expiration or earlier termination of the MOU, the County and City shall remain responsible for fulfilling any outstanding obligations under this MOU that were incurred prior to the date on which the MOU expired or terminated.

**12.2.2** This MOU shall be terminated immediately if a referendum petition is filed within the allotted time period and the resulting annexation vote defeats the proposed annexation.

**SECTION 13. GENERAL PROVISIONS**

**13.1 Notices, Demands, and Communications.** Formal notices, demands, and communications between the City and the County shall be sufficient if given and shall not be deemed given unless dispatched by certified mail, postage prepaid, returned receipt requested, or delivered personally, to the principal offices of the City and the County as follows:

City:

Office of the City Manager  
Tacoma Municipal Building  
747 Market Street, Room 1200  
Tacoma, WA 98402  
Phone (253) 591-5134

County:

Office of the Pierce County Executive  
County-City Building, Room 737  
930 Tacoma Avenue South  
Tacoma, WA 98402  
Phone (253) 798-7477

Director:

Pierce County Planning and Public Works  
Public Services Building  
2401 South 35th Street, Room 175  
Tacoma WA 98409  
Phone (253) 798-7210

**13.2 Indemnification and Defense.**

**13.2.1** To the extent permitted by law, the City and the County shall protect, defend, indemnify, and save harmless each other, their respective officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or

awards of damages, arising out of, or in any way resulting from, Indemnifying Party's negligent acts or omissions. Neither the City nor the County will be required to indemnify, defend, or save harmless each other if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other party. Where such claims, suits, or actions result from concurrent negligence of the City and the County, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the City's or the County's own negligence. The City and the County agree that their respective obligations under this subsection extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the City and the County, by mutual negotiation, hereby waive, with respect to the other party only, any immunity that would otherwise be available against such claims under the industrial insurance provisions of Title 51 RCW. In the event that the City or the County incurs any judgment, award, and/or cost arising therefrom, including attorneys' fees, to enforce the provisions of this section, all such fees, expenses, and costs shall be recoverable by the prevailing party. This indemnification shall survive the termination of this Agreement.

**13.2.2** In the event that one Party defends the other, the defending Party shall have the sole right to select legal counsel to defend against the claim, demand, or cause of action. In the event that defense is undertaken, the defending Party shall be empowered to settle or compromise the claim, demand, or cause of action, and the defended Party shall not interfere therewith, provided that if the defending Party settles a claim, demand, or cause of action against the other Party without that Party's consent, the non-consenting Party shall not be liable for any settlement or fees.

**13.3 Amendments.** This MOU may be amended or modified in accordance with applicable laws, rules or regulations, and upon mutual consent of the Parties, such mutual consent of the Parties shall be evidenced by a written amendment signed by the Parties.

**13.4 Rights Reserved.** Nothing in this MOU is intended to waive or limit the rights of the Parties to require mitigation for any impact as allowed by federal, state, or local laws and ordinances including, but not limited to environmental impacts governed by Chapter 43.21C RCW or mitigation fees governed by RCW 82.02.050.

**13.5 Boundary Review Board Fee Waiver.** For the Notice of Intent to annex, a city or town is required to pay a fee of \$50 (RCW 36.93.120) to the Pierce County Boundary Review Board (BRB). The fee supports administrative tasks that facilitate the annexation proposal as related to BRB responsibilities. RCW 36.93.070 assigns the financial responsibilities for operating the BRB to Pierce County. The County therefore has the authority to waive the fee by absorbing the expense into the County's normal general fund support of the BRB. The County will waive the Notice of Intent to annex fee associated with the Manitou PAA annexation.

**13.6 Title of Parts and Sections.** Any titles of the parts, sections, or subsections of this MOU are inserted for convenience of reference only and shall be disregarded in construing or interpreting any part of its provisions.

**13.7 Applicable Law.** This MOU shall be interpreted under and pursuant to the laws of the State of Washington.

**13.8 Severability.** If any term, provision, covenant, or condition of this MOU is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall continue in full force and effect unless the rights and obligations of the Parties have been materially altered or abridged by such invalidation, voiding, or unenforceability.

**13.9 Legal Actions.** In the event any legal action is commenced to interpret or to enforce the terms of this MOU, or to collect damages as a result of any breach of the MOU, the Party prevailing in any such action shall be entitled to recover against the Party not prevailing all reasonable attorneys' fees and costs incurred in the action.

**13.10 Joint Board.** This MOU does not establish or create a separate legal administrative entity, joint board, or joint budget authority to accomplish the purposes of the MOU.

**13.11 Recordation.** Within ten (10) days after the effective date of this MOU, the Clerk of the County Council shall have this MOU recorded with the County Auditor/Recorder of Pierce

County. In the alternative, the Parties may mutually agree to post this MOU electronically on their websites.


**13.12 Execution of Other Documentation.** The City and the County agree to execute any further documentation that may be necessary to carry out the intent and obligations under this MOU.

**13.13 Complete Understanding of the Parties.** This MOU is executed in two (2) duplicate originals, each of which is deemed to be an original. This MOU consists of 19 pages and four (4) attachments, and constitutes the entire understanding and agreement of the Parties.

CITY OF TACOMA

PIERCE COUNTY


DocuSigned by:  
  
75F9F48393D34A8...  
Elizabeth Pauli  
City Manager

DocuSigned by:  
  
1BD221062BD6495...  
Bruce F. Dammeier,  
Pierce County Executive


By direction of the Tacoma City Council in  
Open Public Meeting on October, 12, 2021

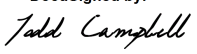
Dated: 12/15/2021

Dated: 12/6/2021

Authenticated by:  
  
785BE94F34094F3... 12/15/2021  
Tacoma City Clerk

Approved:  
DocuSigned by:  
  
88F99CA97BBD418... 12/6/2021  
Pierce County Finance Director

Approved as to Form:  
DocuSigned by:  
  
2000B840E84095C... 12/15/2021  
City of Tacoma Attorney

Approved as to Form:  
DocuSigned by:  
  
0025A7CD4D2442F... 12/6/2021  
Pierce County Attorney

# Attachment "A"

## PROPOSED MANITOU ANNEXATION LIMITS

THAT PORTION OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 20 NORTH, RANGE 02 EAST, WILLAMETTE MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LYING NORTH OF THE SOUTH MARGIN OF 70TH STREET WEST AS DEDICATED BY THE PLAT OF MANITOU ACRE TRACTS, ACCORDING TO PLAT RECORDED IN BOOK 10 OF PLATS AT PAGE 96, RECORDS OF THE PIERCE COUNTY AUDITOR, AND LYING EAST OF THE WEST MARGIN OF LAKEWOOD DRIVE WEST (ALSO KNOWN AS 54TH AVENUE SOUTHWEST AND HANNAH PIERCE COUNTY ROAD) ACCORDING TO DEED TO PIERCE COUNTY RECORDED UNDER AUDITOR'S FEE NO. 2451560, RECORDS OF PIERCE COUNTY AUDITOR, AND LYING SOUTH OF THE SOUTH MARGIN OF SOUTH 64TH STREET PER DEED TO PIERCE COUNTY RECORDED UNDER AUDITOR'S FEE NO. 421700, RECORDS OF PIERCE COUNTY AUDITOR, AND QUIT CLAIM DEED TO PIERCE COUNTY RECORDED UNDER AUDITOR'S FEE NO. 8505280134.

SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.

PREPARED BY: G. ALLEN

DATE: 04/08/2020

PROJECT: PROPOSED MANITOU ANNEXATION

FILENAME: PROPOSED MANITOU ANNEXATION LIMITS\_REV3



# Manitou Neighborhood

Attachment "B"



Potential Annexation Area as designated in Pierce County and City of Tacoma Comprehensive Plans



Date: 4/10/2020  
\\fs005\ITGIS\Projects\2020\PO36\_PDS\_ManitouAnnexation\MXDs\Manitou Potential Annexation 8x11 050918.mxd  
Author: lhamlin

**Legend**

- Manitou Potential Annexation Area
- CITY LIMITS

Map is for reference only.









*This is not a survey. Orthophotos and other data may not align. Pierce County assumes no liability for variations ascertained by actual survey. All data is expressly provided "as is" and with all faults.*



# Manitou Neighborhood

Pierce County  
Stormwater Assets





## Attachment "C"

### Manitou Potential Annexation Area - Parcel Listing

<u>No.</u>	<u>Tax Parcel Number</u>	<u>Site Address</u>
1	0220261005	6413 53RD AV W
2	0220261007	6509 LAKEWOOD DR W
3	0220261016	6407 52ND AV W
4	0220261019	6411 52ND AV W
5	0220261024	6402 52ND AV W
6	0220261045	5216 64TH ST W
7	0220265008	6407 53RD AV W
8	0220261011	5211 66TH ST W
9	0220261044	6424 52ND AV W
10	0220265001	6416 52ND AV W
11	0220261014	6427 52ND AV W
12	0220261036	6402 52ND AV W
13	0220265003	6418 52ND AV W
14	0220265004	6403 LAKEWOOD DR W
15	0220265005	6419 LAKEWOOD DR W
16	0220265007	5220 64TH ST W
17	0220261009	5153 66TH ST W
18	0220261013	6425 52ND AV W
19	0220261039	5115 66TH ST W
20	0220261006	6421 53RD AV W
21	0220261018	6436 53RD AV W
22	0220261034	5201 TO 5207 66TH ST W
23	0220265006	6407 TO 6425 53RD AVCT W
24	0220265009	5218 64TH ST W
25	9002570020	6915 LAKEWOOD DR W UNIT A-2
26	9002570030	6915 LAKEWOOD DR W UNIT A-3
27	9002570040	6915 LAKEWOOD DR W UNIT A-4
28	9002670021	6915 LAKEWOOD DR W UNIT D-2,3
29	9003530030	6923 LAKEWOOD DR W UNIT B-3
30	9003530060	6927 LAKEWOOD DR W UNIT C-3
31	9002570030	6915 LAKEWOOD DR W UNIT A-3
32	9002670021	6915 LAKEWOOD DR W UNIT D-2,3
33	9003530020	6923 LAKEWOOD DR W UNIT B-2
34	5455000440	6609 52ND AV W
35	5455000510	5320 66TH ST W
36	5455000530	6802 52ND AV W
37	5455000540	6814 52ND AV W
38	5455000550	6824 52ND AV W
39	5455000602	6915 LAKEWOOD DR W
40	5455000401	6611 52ND AV W
41	5455000490	6630 52ND AV W
42	5455000560	6828 52ND AV W
43	5455000591	XXX LAKEWOOD DR W
44	5455000230	6821 52ND AV W
45	5455000500	6611 LAKEWOOD DR W
46	9005060030	6605 52ND AVCT W
47	9005060170	6603 52ND AVCT W

48	9002570010	6915 LAKEWOOD DR W UNIT A-1
49	9002570020	6915 LAKEWOOD DR W UNIT A-2
50	9003530050	6927 LAKEWOOD DR W UNIT C-2
51	9003530070	6927 LAKEWOOD DR W UNIT C-4
52	9005060060	6608 52ND AVCT W
53	9005060090	6616 52ND AVCT W
54	9005060120	5204 66TH STCT W
55	9005060130	5202 66TH STCT W
56	9005060140	5205 66TH STCT W
57	9005060150	5203 66TH STCT W
58	9002570010	6915 LAKEWOOD DR W UNIT A-1
59	9002670010	6915 LAKEWOOD DR W UNIT D-1
60	9002670040	6915 LAKEWOOD DR W UNIT D-4
61	9003530040	6927 LAKEWOOD DR W UNIT C-1
62	5455000210	6925 52ND AV W
63	5455000450	5030 66TH ST W
64	5455000460	5106 66TH ST W
65	5455000630	5304 68TH ST W
66	9005060020	6606 52ND AVCT W
67	9005060070	6610 52ND AVCT W
68	9005060100	5212 66TH STCT W
69	9005060110	5210 66TH STCT W
70	9002670010	6915 LAKEWOOD DR W UNIT D-1
71	9003530010	6923 LAKEWOOD DR W UNIT B-1
72	9005060050	6609 52ND AVCT W
73	9005060160	6602 52ND AV W
74	5455000190	6929 52ND AV W
75	5455000270	6803 52ND AV W
76	5455000375	6621 TO 6623 52ND AV W
77	5455000471	REFERENCE
78	5455000520	5302 66TH ST W
79	5455000594	XXX 70TH ST W
80	5455000620	6807 TO 6809 LAKEWOOD DR W
81	9002570040	6915 LAKEWOOD DR W UNIT A-4
82	9002670021	6915 LAKEWOOD DR W UNIT D-2,3
83	9002670021	6915 LAKEWOOD DR W UNIT D-2,3
84	9002670040	6915 LAKEWOOD DR W UNIT D-4
85	5455000250	5106 68TH ST W
86	5455000260	5112 68TH ST W
87	5455000374	5105 68TH ST W
88	5455000402	6615 52ND AV W
89	5455000430	5112 66TH ST W
90	5455000480	5205 68TH ST W
91	5455000481	5215 68TH ST W
92	5455000570	6930 52ND AV W
93	5455000580	5213 70TH ST W
94	5455000640	6811 LAKEWOOD DR W
95	9005060010	6604 52ND AVCT W
96	9005060040	6607 52ND AVCT W
97	9005060080	6614 52ND AVCT W



## Manitou Potential Annexation Area

### Existing Land Uses and Zoning and Proposed Land Use Designations and Zoning Districts

#### 1. Existing Land Uses and Zoning:

Zoning District: Mixed Use District (MUD)

Existing Land Uses: A mix of residential and commercial development, including single-family, multifamily, mobile homes, offices, and retails.

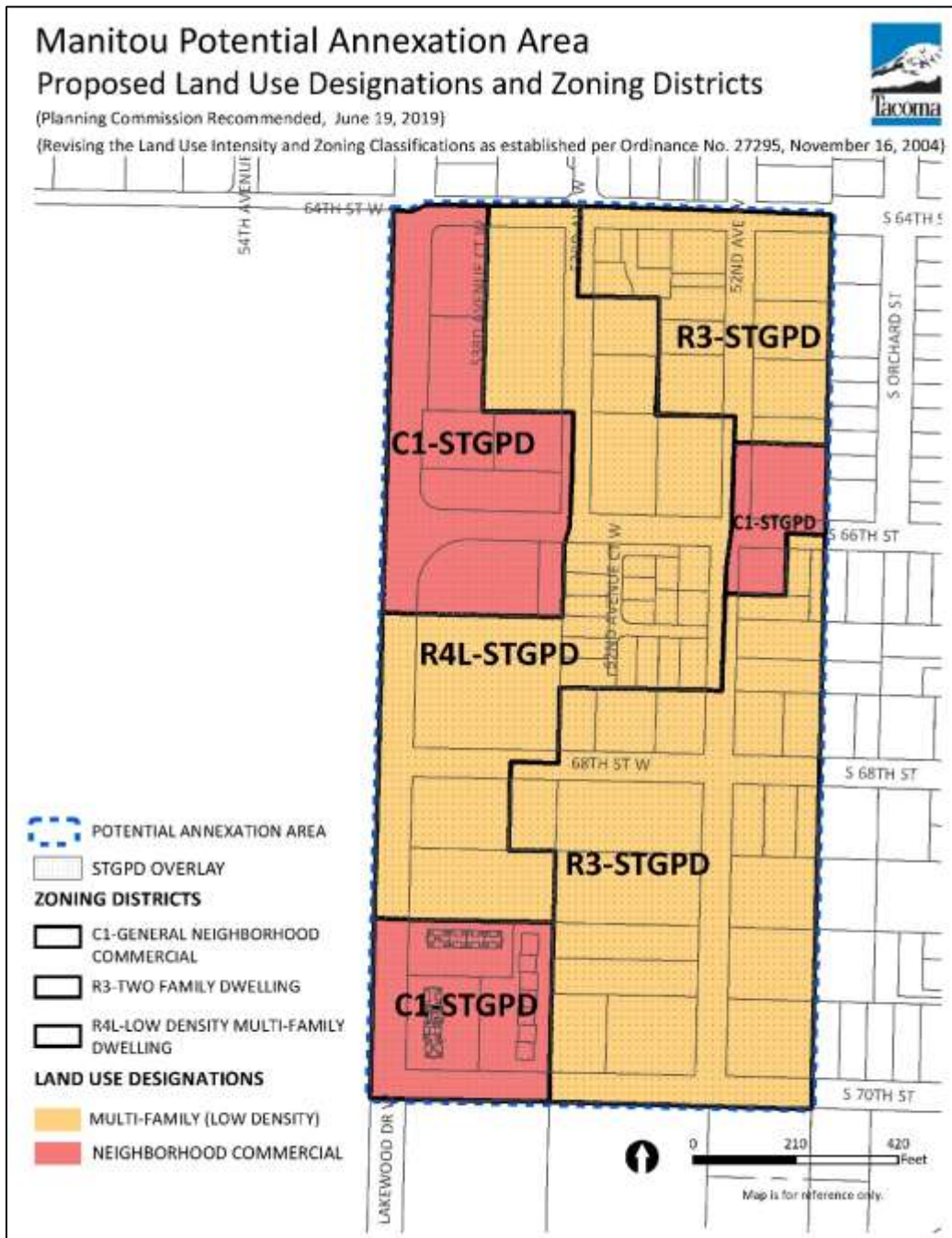


(Source: Pierce County Planning and Public Works Department)



**2. Proposed Land Use Designations and Zoning Districts:**

Proposed Land Use Designations	Proposed Zoning Districts
<ul style="list-style-type: none"> <li>• Multi-family (Low Density)</li> <li>• Neighborhood Commercial</li> </ul>	<ul style="list-style-type: none"> <li>• R-3 Two Family Dwelling</li> <li>• R4-L Low Density Multi-Family Dwelling</li> <li>• C-1 Neighborhood Commercial</li> <li>• All with STGPD South Tacoma Groundwater Protection District Overlay</li> </ul>



(As adopted by the City Council on September 24, 2019, per Ordinance No. 28609, to be effective upon the annexation of the area to the City of Tacoma)