



ORDINANCE NO. 28924

1 AN ORDINANCE authorizing the annexation of the Manitou Potential Annexation
2 Area, located near Lakewood Drive West and 66th Street West, to the City
3 of Tacoma, effective April 1, 2024, as set forth in the Interlocal Agreement
4 and Memorandum of Understanding with Pierce County executed on
5 December 15, 2021.

6 WHEREAS the 37-acre Manitou Potential Annexation Area ("Manitou") is
7 bounded by Lakewood Drive West, 65th Street West, 70th Street West, and the
8 Pierce County-City of Tacoma Boundaries to the east of 52nd Avenue West,
9 abutting the southwest corner of the City of Tacoma, and is one of the City's Urban
10 Growth Areas ("UGAs") and Potential Annexation Areas ("PAAs"), as designated in
11 the City's One Tacoma Comprehensive Plan and Pierce County's ("County")
12 Comprehensive Plan, pursuant to the State Growth Management Act ("Act"), and

13 WHEREAS as a designated UGA and PAA, Manitou's annexation to the
14 City is expected by the Act, to ensure the urban growth in the area is properly and
15 effectively supported by urban governmental services, and being surrounded by
16 the cities of Tacoma and University Place on all sides, Manitou is also an
17 unincorporated "island" of the County where future annexation to the City is
18 considered a high priority in regional and countywide planning policies, and

19 WHEREAS as a designated UGA and 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
22 of Washington ("RCW") 35.13.470, and
23
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1 WHEREAS RCW 35.13.470 allows either the legislative body of a county
2 or city to initiate an annexation process by adopting a resolution commencing
3 negotiations for an ILA, and
4

5 WHEREAS the County Council adopted Resolution No. R2018-97 on
6 September 4, 2018, and the City Council adopted Resolution No. 40150 on
7 October 30, 2018, to initiate the annexation process and commence the
8 negotiations for said ILA, and
9

10 WHEREAS as directed by the City Council, per Resolution No. 40150, the
11 Tacoma Planning Commission conducted land use and zoning analysis for
12 Manitou and developed the proposed land use designations and zoning districts
13 for the area to be effective upon its annexation to the City; the proposal was
14 passed by the City Council on September 24, 2019, per Ordinance No. 28609,
15 and has been incorporated into the Memorandum of Understanding ("MOU"), and
16

17 WHEREAS negotiations of the ILA, as well as an associated MOU, were
18 completed in June 2021, and
19

20 WHEREAS the ILA governs the proceeding of the annexation of Manitou
21 and the MOU sets forth the transition of governmental services from the County to
22 the City, and
23

24 WHEREAS it is expected that residents and businesses in Manitou, upon its
25 annexation to the City, will benefit from the same services, facilities, infrastructure,
26 employment opportunities, and government representation as current City residents,
and



1 WHEREAS as required by RCW 35.13.470, the City Council conducted a
2 public hearing on the ILA and the MOU on August 31, 2021, and the public hearing
3 notice along with the ILA were published twice during the period of August 19, 2021,
4 and August 26, 2021, both in the Tacoma Daily Index and The News Tribune, and
5

6 WHEREAS on October 12, 2021, the City Council adopted Resolution
7 No. 40848, authorizing the execution of the ILA and the MOU with the County, and
8

9 WHEREAS the County also published the ILA twice during the period of
10 September 8, 2021, and September 15, 2021, in The News Tribune, and the
11 County Council conducted a public hearing on September 28, 2021, and approved
12 Ordinance No. 2021-81s, authorizing the Pierce County Executive to execute the
13 ILA and the MOU with the City, and
14

15 WHEREAS the ILA and the MOU were signed and officially executed on
16 December 15, 2021, and with the ILA and the MOU, the County and the City are
17 committed to completing the annexation and ensuring an effective transition of
18 appropriate governmental services, and
19

20 WHEREAS, subsequently, the City and the County have executed two
21 additional ILAs regarding the transition of stormwater and wastewater infrastructure
22 from the County to the City, and
23

24 WHEREAS the City sent letters to Manitou stakeholders three times in 2022,
25 and a postcard notification was mailed in mid-November 2023, to occupants and
26 owners within and near the affected area to advise on the remaining timeline and
the anticipated effective date of April 1, 2024, and



1 WHEREAS additional outreach and communications are planned for early
2 2024 from the City as well as utility and service providers to ensure a smooth
3 transition, including an in-person “Welcome to Tacoma” community information
4 session planned for February 2024, and
5

6 WHEREAS the City must now pass an ordinance to set the annexation
7 effective date, which staff recommends being set as April 1, 2024, and

8 WHEREAS it is in the best interest of the City to pass an ordinance to set an
9 annexation effective date and proceed to accomplish the proposed annexation of
10 Manitou in accordance with RCW 35.13.470; Now, Therefore,

11 BE IT ORDAINED BY THE CITY OF TACOMA:

12 Section 1. That the City Council hereby adopts the Recitals of this
13 Ordinance as its formal legislative findings.
14

15 Section 2. That the annexation of the Manitou Potential Annexation Area,
16 located near Lakewood Drive West and 66th Street West, to the City of Tacoma; is
17 hereby authorized, as set forth in the Interlocal Agreement and Memorandum of
18 Understanding with Pierce County executed on December 15, 2021, with an
19 effective date of April 1, 2024.
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Section 3. That the City Clerk, in consultation with the City Attorney, is authorized to make necessary corrections to this ordinance, including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers, and any references thereto.

Passed December 12, 2023

M Woodards
Mayor

Attest:

Ben
City Clerk

Approved as to form:

Steve Pika
Deputy City 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

Date: 4/10/2020 \\Fs005\ITGIS\Projects\2020\PO36_PDS_ManitouAnnexation\MXDs\Manitou Potential Annexation 8x11 050918.mxd Author: lhamlin



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

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9 **ORDINANCE NO. 2021-81s**

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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 28th 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 8th 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



1 **WHEREAS**, the Tacoma City Council held a public hearing pursuant to RCW
2 35.13.470(3) on [date], and the Pierce County Council held a public hearing on
3 September 28, 2021; and

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

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

8 **AGREEMENT**

9 **SECTION 1. ANNEXATION AREAS**

10 **1.1** Annexation. The County and City agree that the Manitou PAA identified in
11 this Section shall be annexed into the City following the adopting of an ordinance by the
12 City providing for such annexation pursuant to RCW 35.13.470. The annexation date fixed
13 by ordinance shall not be fewer than forty-five (45) days from the date of adoption of the
14 ordinance pursuant to RCW 35.13.470(4).

15 **1.2 The Manitou PAA** is legally defined as:

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

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

26 Situate in the County of Pierce, State of Washington.



1 **SECTION 2. GOVERNMENTAL SERVICES**

2 **2.1** Transition of Governmental Services. The transition of governmental
3 services is provided for in the *Annexation Memorandum of Understanding* (“MOU”) as set
4 forth in Exhibit B to Pierce County Ordinance No. 2021-81.

5 **SECTION 3. TERM**

6 **3.1 Duration.** This Agreement shall remain in effect for five (5) years after the
7 Annexation date unless terminated earlier in accordance with Section 3.2.

8 **3.2 Termination.**

9 **3.2.1** Either party may terminate the Agreement upon ninety (90) days’
10 advance written notice to the other party. Notwithstanding the
11 expiration or earlier termination of the Agreement, the County and
12 City shall remain responsible for fulfilling any outstanding obligations
13 under this Agreement that were incurred prior to the date on which
14 the Agreement expired or terminated.

15 **3.2.2** This Agreement shall be terminated immediately if a referendum
16 petition is filed within the allotted time period and the resulting
17 annexation vote defeats the proposed annexation(s).

18 **SECTION 4. GENERAL PROVISIONS**

19 **4.1 Notices, Demands, and Communications.** Formal notices, demands,
20 and communications between the City and the County shall be sufficient if given and shall
21 not be deemed given unless dispatched by certified mail, postage prepaid, returned
22 receipt requested, or delivered personally, to the principal offices of the City and the
23 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

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 **SECTION 3. ANNEXATION AREA**

2 **3.1 Annexation.** This MOU shall apply to the Potential Annexation Area (PAA)
3 discussed in this Section, annexed into the City following the entering into such annexation
4 agreement and adoption of an ordinance by the City providing for such annexation pursuant to
5 RCW 35.13.470.

6 **3.2 Manitou Potential Annexation Area (PAA).**

7 **3.2.1 Boundaries.** A legal description of the boundaries of this PAA is provided
8 in Attachment A. A graphical illustration of this area is provided on the Map
9 included in Attachment B.

10 **3.2.2 Size.** The area is comprised of 97 parcels and road right-of-way totaling
11 approximately 37 acres. A list of parcels in the area is provided in
12 Attachment C.

13 **3.2.3 Land Use Patterns.** The current land use pattern is a mix of residential and
14 commercial development, including single-family and multi-family
15 dwellings, mobile homes, professional offices, and retail businesses.

16 **3.2.4 Land Use Designations and Zoning Districts.** The existing land use
17 designation established by the Pierce County Comprehensive Plan is Mixed
18 Use District (MUD) and the pre-annexation land use designations and
19 corresponding zoning classifications adopted by the City on September 24,
20 2019 pursuant to Ordinance Number 28609 include Multi-family (Low
21 Density), Neighborhood Commercial, R-3 Two Family Dwelling, R4-L
22 Low Density Multi-Family Dwelling, C-1 Neighborhood Commercial, and
23 STGPD South Tacoma Groundwater Protection District Overlay. A
24 graphical illustration of the existing land uses and the proposed land use
25 designations and zoning districts is provided on Maps included in
26 Attachment D.

27 **SECTION 4. SERVICE PROVIDERS**

28 **4.1 General.** Some service providers will continue providing services once the
29 Manitou PAA is annexed by the City, while some services will be provided by different providers,



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 64th
24 Street West, 52nd Avenue West, 66th Street West, and 68th 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

7 _____
8 Elizabeth Pauli
9 City Manager

Bruce F. Dammeier,
Pierce County Executive

11 By direction of the Tacoma City Council
12 in Open Public Meeting on _____

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

Date: 4/10/2020 \\Fs005\ITGIS\Projects\2020\PO36_PDS_ManitouAnnexation\MXDs\Manitou Potential Annexation 8x11 050918.mxd Author: lhamlin

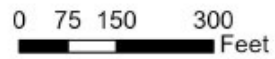






Manitou Neighborhood

Pierce County
Stormwater Assets



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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
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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
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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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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

Manitou Neighborhood

Attachment "A"



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

Author: lhamlin

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Date: 4/10/2020

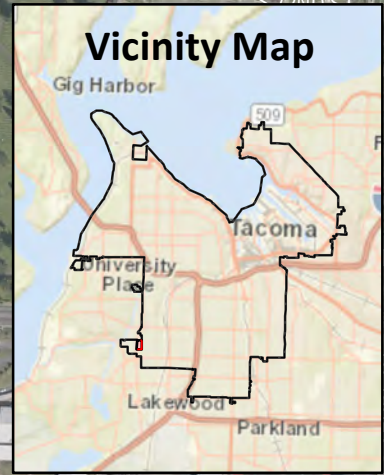


Legend

- 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
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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
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76	5455000375	6621 TO 6623 52ND AV W
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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

**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

Author: ihamlin
Date: 4/10/2020
\\fs005\ITGIS\Projects\2020\PO36_PDS_ManitouAnnexation\MXDs\Manitou Potential Annexation 8x11 050918.mxd



Legend

- 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
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
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