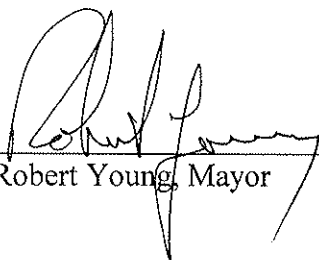


RESOLUTION NO. 1461


A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING AN INTERLOCAL AGREEMENT BETWEEN CITY OF AUBURN AND CITY OF BONNEY LAKE FOR THE ESTABLISHMENT OF SANITARY SEWER SERVICE BOUNDARIES.

The City Council of the City of Bonney Lake, Washington, does hereby resolve that the Mayor is authorized to sign the contract attached hereto and incorporated herein by this reference.

PASSED by the City Council this 9th day of August 2005.


Robert Young, Mayor

ATTEST:


Harwood T. Edvalson, City Clerk

APPROVED AS TO FORM:


James Dionne, City Attorney

INTERLOCAL AGREEMENT
between
CITY OF AUBURN and CITY OF BONNEY LAKE
for the
THE ESTABLISHMENT OF SANITARY
SEWER SERVICE BOUNDARIES
(Fairweather Cove)

THIS AGREEMENT, made and entered into by and between the **CITY OF AUBURN**, a Washington municipal corporation (hereinafter referred to as "Auburn"), and the **CITY OF BONNEY LAKE**, a Washington municipal corporation, (hereinafter referred to as "Bonney Lake"), both being duly organized and existing under and by virtue of the laws of the State of Washington,

WITNESSETH:

WHEREAS, pursuant to RCW 35A.11.040 Bonney Lake and Auburn have the legal authority to exercise their powers and perform any of their functions as set forth in RCW 39.34; and

WHEREAS, pursuant to RCW 39.34, the Interlocal Cooperation Act, Bonney Lake and Auburn have the legal authority to cooperate with other localities on the basis of mutual advantage and provision of services; and

WHEREAS, pursuant to RCW 35A.21.150 Bonney Lake and Auburn have the legal authority to maintain a sewerage system; and

WHEREAS, the parties recognize the responsibility of public sanitary sewer utilities to provide efficient and reliable service to their customers at reasonable cost; and

WHEREAS, portions of the Auburn sanitary sewer system have been sized and are situated so as to be capable of affording sewer service to a portion of the Bonney Lake Sanitary Sewer Service Area; and

WHEREAS, Bonney Lake has evaluated and determined it is in Bonney Lake's best interest to establish this Agreement allowing property located within Bonney Lake's sewer service area and designated within Pierce County's Urban Growth Area (CUGA), to connect into Auburn's public sanitary sewer facilities; and

WHEREAS, Auburn recognizes the negative impacts septic tanks can have on water quality and the quality of life within and around Lake Tapps; and

WHEREAS, Auburn has sufficient wastewater conveyance capacity within their sanitary sewer facilities to support these adjustments to the existing sewer service areas; and

WHEREAS, Auburn's delivery of sewer service to these areas will provide the maximum efficiency in the use of existing and future facilities, together with orderly and efficient sanitary sewer planning.

NOW, THEREFORE:

IT IS HEREBY AGREED by and between the parties hereto as follows:

1. Sewer Service Area. The parties have agreed that Auburn will provide sanitary sewer service to Bonney Lake for a portion of Bonney Lake's sanitary sewer service area as graphically depicted on the map and legally described as Attachment "A", attached hereto, which is by this reference incorporated herein. Attachment "A" represents Bonney Lake's sewer service area that Bonney Lake has negotiated with Auburn for wastewater conveyance and treatment via Auburn and King County facilities. The actual sewer service provider to the area depicted within Attachment "A" shall remain Bonney Lake. Both parties further agree that Auburn and Bonney Lake shall be subject to the terms and conditions of this Agreement.

2. Management, Regulation and Control of Sewer System. Auburn shall have the sole responsibility and authority to construct, maintain, manage, conduct and operate its sewerage system as installed within Auburn's sanitary sewer service area. Auburn shall be responsible for obtaining and maintaining a franchise from Pierce County for Auburn facilities located in Pierce County right of way.

Bonney Lake shall have the sole responsibility and authority for those facilities that extend outside of the public right of way within the region depicted within Attachment "A". Bonney Lake shall be responsible for obtaining and maintaining a franchise from Pierce County for Bonney Lake facilities located in Pierce County right of way. Bonney Lake shall be responsible for the issuance of side sewer permits and the inspection of facilities located upon private property. Certificates of sewer availability shall be issued from Auburn to Bonney Lake. Bonney Lake shall be responsible for ensuring the conditions of these certificates are met.

3. Rates, Charges, Permits, and Billing Responsibilities. Auburn rates and connection charges (system development charges) shall be billed from Auburn to Bonney Lake in accordance with existing Auburn City Code at the time of service. Bonney Lake shall provide Auburn with the appropriate information so that accurate billings can be established. Auburn and King County shall have the authority to visit sites, upon threat of termination of service, to verify information provided by the property owner and/or Bonney Lake is accurate. King County's capacity charge shall be billed to the property seeking service directly from King County. Bonney Lake may elect to pay the King County capacity charge directly to King County and collect

the costs with the price of the Bonney Lake permit. Auburn shall issue permits to Bonney Lake prior to Bonney Lake's issuing of permits to the property owners. Neither Auburn nor this agreement governs Bonney Lake's rates and fees to be charged to the property owner for the appropriate Bonney Lake side sewer permit.

For Commercial establishments, no additional connections or modification to existing facilities shall be made that would alter the number of plumbing fixtures in the facilities that convey wastewater to Auburn, unless the property owner first pays the associated fees and submits the proper information to obtain a Bonney Lake sanitary sewer permit. Bonney Lake shall in turn seek an Auburn side sewer permit.

Sanitary sewer permits shall be subject to inspection and approval by Bonney Lake. Bonney Lake shall ensure that compliance with Auburn's Sanitary Sewer Standards, as adopted at the time the connection, is made. With this agreement Bonney Lake is providing Auburn with the right to manually read Bonney Lake's water meters for the properties described in Attachment "A"; however, if requested by Auburn, Bonney Lake shall provide water usage information.

The rates and fees charged to Auburn's sanitary sewer customers shall be fixed, altered, regulated and controlled by Auburn pursuant to all applicable laws and regulations promulgated on the subject of rates and charges for sewer service. No surcharge shall be charged to the customers served under this agreement on the sole basis that those customers are outside of Auburn's city limits.

Auburn shall send bills for sanitary sewer service from said property to Bonney Lake's Finance department once every two months.

4. Boundary Review Board. In the event that implementation of the terms hereof results in permanent sewer service to areas that will be outside the respective service boundaries of Auburn or Bonney Lake, the parties will at the time of such service jointly seek approval of the Pierce County Boundary Review Board in accordance with R.C.W. 36.93.090.

5. Comprehensive Sewer Planning. The terms of this Agreement will be included as an element of Bonney Lake and Auburn's Comprehensive Sewerage Plans.

6. Reliance. Each party hereto acknowledges that the other will rely upon the terms of this agreement in its comprehensive planning to meet the needs of the service area designated herein.

7. Indemnification. Auburn agrees to indemnify and hold Bonney Lake and its agents, employees, and/or officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages or costs, of whatsoever kind or nature, brought against Bonney Lake arising out of, in connection with, or incident to the execution of this

agreement and/or Auburn's performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of Bonney Lake, its agents, employees, and/or officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of Auburn; and provided further, that nothing herein shall require Auburn to hold harmless or defend Bonney Lake, its agents, employees, and/or officers, from any claims arising from the sole negligence of Bonney Lake, its agents, employees, and/or officers. No liability shall attach to Bonney Lake by reason of entering this agreement except as expressly provided herein.

Bonney Lake agrees to indemnify and hold Auburn and its agents, employees, and/or officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages or costs, of whatsoever kind or nature, brought against Auburn arising out of, in connection with, or incident to the execution of this agreement and/or Bonney Lake's performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of Auburn, its agents, employees, and/or officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of Bonney Lake; and provided further, that nothing herein shall require Bonney Lake to hold harmless or defend Auburn, its agents, employees, and/or officers, from any claims arising from the sole negligence of Auburn, its agents, employees, and/or officers. No liability shall attach to Auburn by reason of entering this agreement except as expressly provided herein.

8. Assignment. The parties shall not assign this agreement or any interest, obligation or duty therein without the express written consent of the other party.

9. Attorney's Fees. If either party shall be required to bring any action to enforce any provision of this Agreement, or shall be required to defend any action brought by the other party with respect to this Agreement, and in the further event that one party shall substantially prevail in such action, the losing party shall, in addition to all other payments required therein, pay all of the prevailing party's reasonable costs in connection with such action, including such sums as the court or courts may adjudge reasonable as attorney's fees in trial court and in appellate courts.

10. Government Approvals. The parties will give notice of the adoption of this Agreement to King County's Department of Natural Resources – Wastewater Treatment Division, to the Pierce County Department of Health, and to any other agency with jurisdiction or mission relevant to the terms hereof, and shall cooperate and assist in all reasonable manner in procuring any necessary approvals hereof by those agencies.

11. Service Amendments. Any changes to the service areas described herein shall be by mutual agreement. Each party may give permission to the other on a case-by-case basis to provide service by one party into the other party's adjacent or nearby service area based upon considerations of economic efficiency for providing the service with mutual consent of Bonney Lake's Director of Public Works and Auburn's Director of Public Works.

12. Notices. All notices between the two agencies hereunder may be delivered or mailed. If mailed, they shall be sent to the following respective addresses:

City of Auburn
Director of Public Works
25 West Main Street
Auburn, WA 98001

253-931-3010

City of Bonney Lake
Director of Public Works
PO Box 7380
19306 Bonney Lake Blvd
Bonney Lake, WA 98390
253-862-8602

or to such other representative as either party may hereafter from time to time designate in writing. All notices and payments mailed by regular post (including first class) shall be deemed to have been given on the second business day following the date of mailing, if properly mailed and addressed. Notices and payments sent by certified or registered mail shall be deemed to have been given on the day next following the date of mailing, if properly mailed and addressed. For all types of mail, the postmark affixed by the United States Postal Service shall be conclusive evidence of the date of mailing.

13. Alteration, Amendment or Modification. Auburn and Bonney Lake hereby reserve the right to alter, amend or modify the terms and conditions of this Agreement upon written agreement of both parties to such alteration, amendment or modification. Such written consent(s) shall be filed with this agreement for future reference.

14. Sanctity of Agreement. This agreement constitutes the entire agreement of the parties regarding the subject matter hereof, and there are no other representations or oral agreements other than those listed herein, which vary the terms of this agreement. Future agreements may occur between the parties to transfer additional or future service areas by mutual agreement.

15. Obligation Intact. Nothing herein shall be construed to alter the rights, responsibilities, liabilities, or obligations of either Auburn or Bonney Lake regarding provision of sewer service, except as specifically set forth herein.

16. Miscellaneous.


- A. The captions in this agreement are for convenience only and do not in any way limit or amplify the provisions of this agreement.
- B. This agreement is established in perpetuity. Modifications can be established upon written agreement between both parties.
- C. The purpose of this agreement is to clarify Auburn's and Bonney Lake's sanitary sewer responsibilities for providing service and maintaining public sewer facilities.
- D. If any term, provision, condition or portion of this Agreement is held to be invalid, or unenforceable by a final decision of any court having jurisdiction on the matter, the remaining of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect, unless such court determines that invalidity or unenforceability materially interferes with or defeats the purposes hereof, at which time Bonney Lake or Auburn shall have the right to terminate the Agreement.
- E. No modifications or amendments of this agreement shall be valid or effective unless evidenced by an agreement in writing signed by both parties.

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the day and year first above written.

CITY OF BONNEY LAKE


Approved by Resolution No. 1461 of the City of Bonney Lake, Washington, at its regular meeting held on the 9th day of August, 2005.

By:




ROBERT YOUNG,
Mayor, City of Bonney Lake

Attest:



HARWOOD T. EDVALSON
City Clerk, City of Bonney Lake

Approved as to form:



JAMES DIONNE,
City Attorney, City of Bonney Lake

ATTACHMENT "A"

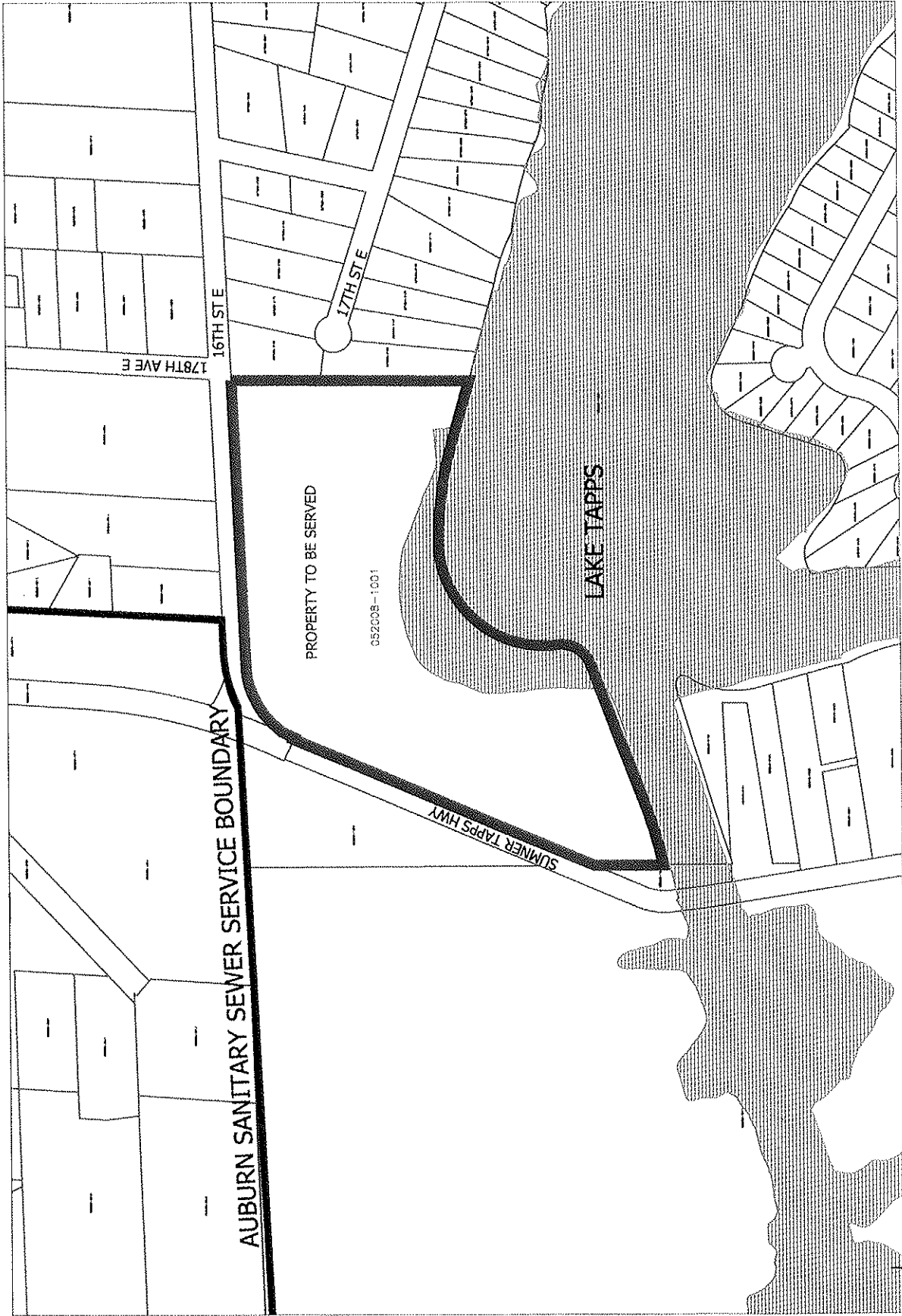
Legal Description

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER AND THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 20 NORTH, RANGE 5 EAST, LYING EASTERLY OF SUMNER TAPPS HIGHWAY, SOUTHERLY OF NORTH TAPPS ROAD (16TH STREET EAST (FOREST CANYON ROAD)); EASTERLY OF THE PLAT OF LAKE TAPPS TACOMA POINT ADDITION, ACCORDING TO PLAT RECORDED IN BOOK 17 OF PLATS AT PAGES 1 TO 8, INCLUSIVE, AND NORTHERLY OF THE INTAKE CANAL TO LAKE TAPPS, IN PIERCE COUNTY, WASHINGTON. EXCEPT THAT PORTION LYING WITHIN LAKE TAPPS.

AREA DESCRIBED IS APPROXIMATELY \pm 16.7 ACRES.

PARCEL NUMBER 0520081001

SE QUARTER OF SECTION 8, TOWNSHIP 20 N, RANGE 5 E



SCALE: 1" = 400'

EXHIBIT A
BONNEY LAKE - AUBURN
SANITARY SEWER SERVICE AGREEMENT
FAIRWEATHER COVE

PLOTTED: MARCH 2005
ATTACHMENT "A"
Page 2 of 2

COPY

City of Auburn

RESOLUTION NO. 3796

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE CITY OF BONNEY LAKE TO PROVIDE SANITARY SEWER SERVICE FROM AUBURN TO PROPERTY LOCATED WITHIN BONNEY LAKE'S SANITARY SEWER SERVICE AREA

WHEREAS, pursuant to RCW 35A.11.040 Bonney Lake and Auburn have the legal authority to exercise their powers and perform any of their functions as set forth in RCW 39.34; and

WHEREAS, pursuant to RCW 39.34, the Interlocal Cooperation Act, Bonney Lake and Auburn have the legal authority to cooperate with other localities on the basis of mutual advantage and provision of services; and

WHEREAS, pursuant to RCW 35A.21.150 Bonney Lake and Auburn have the legal authority to maintain a sewerage system; and

WHEREAS, the parties recognize the responsibility of public sanitary sewer utilities to provide efficient and reliable service to their customers at reasonable cost; and

WHEREAS, portions of the Auburn sanitary sewer system are sized and are situated so as to be capable of affording sewer service to a portion of the Bonney Lake Sanitary Sewer Service Area; and

WHEREAS, Bonney Lake has evaluated and determined it is in Bonney Lake's best interest to establish this Agreement allowing Auburn to provide sewer service to property within Bonney Lake's sanitary sewer service area that lies in the vicinity of Auburn's sanitary sewer infrastructure; and

WHEREAS, Auburn's delivery of sewer service to these areas will provide the maximum efficiency in the use of existing and future facilities, together with orderly and efficient sanitary sewer planning.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, HEREBY RESOLVES as follows:

Section 1. The Mayor is hereby authorized to execute an Interlocal Agreement with the City of Bonney Lake in substantial conformity with the agreement attached hereto, marked as Exhibit "1" and incorporated herein by this reference.

Section 2. That the Mayor is authorized to implement such other administrative procedures as may be necessary to carry out the directives of this legislation.

Section 3. That this Resolution shall take effect and be in full force upon passage and signatures hereon.

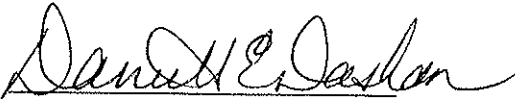
Dated and Signed this 4~~th~~ day of April, 2005.

CITY OF AUBURN



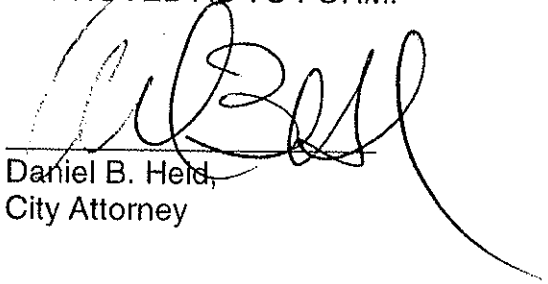
PETER B. LEWIS
MAYOR

ATTEST:



Danielle E. Daskam,
City Clerk

APPROVED AS TO FORM:



Daniel B. Held,
City Attorney