

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE CITY OF TACOMA**

**and**

**PIERCE COUNTY**

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



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

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

**RECITALS**

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

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

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

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

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

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

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

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

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

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

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

**WHEREAS**, the Tacoma City Council has enacted Resolution Number [####] on [date] authorizing the City Manager to enter into this MOU;

**WHEREAS**, the Pierce County Council has enacted Ordinance Number [####] on [date] authorizing the County Executive to enter into this MOU;

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

## SECTION 1. PURPOSE

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

## SECTION 2. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## SECTION 4. SERVICE PROVIDERS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **SECTION 7. CODE ENFORCEMENT**

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

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

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

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

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

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

## **SECTION 9. ROAD FUNDS**

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

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

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

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

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

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

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

## **SECTION 11. CONSULTATION**

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

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

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

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

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

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

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

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

## **SECTION 12. TERM**

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

**12.2 Termination.**

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

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

## **SECTION 13. GENERAL PROVISIONS**

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

City:

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

County:

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

Director:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF TACOMA

PIERCE COUNTY

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

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

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

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

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

Authenticated by:

Attested by:

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

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

Approved as to Form:

Approved as to Form:

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

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

# Attachment "A"

## PROPOSED MANITOU ANNEXATION LIMITS

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

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

SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.

PREPARED BY: G. ALLEN

DATE: 04/08/2020

PROJECT: PROPOSED MANITOU ANNEXATION

FILENAME: PROPOSED MANITOU ANNEXATION LIMITS\_REV3







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



# Manitou Neighborhood

Pierce County  
Stormwater Assets



## Attachment "C"

### Manitou Potential Annexation Area - Parcel Listing

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

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



## Manitou Potential Annexation Area

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

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

Zoning District:           Mixed Use District (MUD)

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



(Source: Pierce County Planning and Public Works Department)

