

# City of East Wenatchee, Washington

## Ordinance No. 2022-12

An Ordinance of the City of East Wenatchee approving an Interlocal Agreement between Douglas County and the City of East Wenatchee for the North-South Annexation providing for severability and an effective date.

Una Ordenanza de la Ciudad de East Wenatchee que aprueba un Acuerdo Interlocal entre el Condado de Douglas y la Ciudad de East Wenatchee para la Anexión Norte-Sur que establece la separabilidad y una fecha de entrada en vigencia

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### 1. **Alternate format.**

- 1.1. Para leer este documento en un formato alternativo (español, Braille, leer en voz alta, etc.), comuníquese con la secretaria de la Ciudad en [alternateformat@eastwenatcheewa.gov](mailto:alternateformat@eastwenatcheewa.gov), al (509) 884-9515 o al 711 (TTY).
- 1.2. To read this document in an alternate format (Spanish, Braille, read aloud, etc.), please contact the City Clerk at [alternateformat@eastwenatcheewa.gov](mailto:alternateformat@eastwenatcheewa.gov) at (509) 884-9515, or at 711 (TTY).

### 2. **Authority.**

- 2.1. RCW 35A.11.020 and RCW 35A.12.190 authorize the City Council to adopt ordinances of all kinds to regulate its municipal affairs and appropriate to the good government of the City.
- 2.2. RCW 35A.14.296 established a process for Washington code cities to annex unincorporated areas within their Urban Growth Area (UGA) pursuant to an interlocal agreement ("ILA") process.

### 3. **Recitals.**

- 3.1. The City of East Wenatchee ("City") is a non-charter code City duly incorporated and operating under the laws of the State of Washington.

- 3.2. The City Council of East Wenatchee (“City Council”) initiated consideration of an annexation for the area south of 4<sup>th</sup> St. SE and west of South Kentucky Ave (Area A). At the request of the Douglas County Board of Commissioners, the annexation areas were expanded to include 3 additional areas north of the existing City Limits (Areas B, C, and D) “Territory”.
- 3.3. The City and Douglas County (“County”) negotiated and have drafted an ILA (Exhibit A) that identifies the boundaries, legal description, revenue sharing, transfer of services, and effective date of the proposed North-South Annexation.
- 3.4. On January 31, 2022, written notice of the City's intent to annex the Territories were transmitted to the Douglas County Sewer District, the East Wenatchee Water District and Douglas County Fire District #2 affording them the opportunity to be a party to the ILA. All districts provided letters of support for the annexation and declined to be a party to the ILA.
- 3.5. A fact sheet describing the process and providing information regarding any change in services and including maps of the proposed annexation area was mailed to residents and property owners within the annexation Territory on March 17, 2022.
- 3.6. The City and County established May 3, 2022 as the date of the joint special public hearing between the City Council and Board of County Commissioners to consider approval of the ILA.
- 3.7. In accordance with the provisions of RCW 35A.14.296, notice of the special public hearing and availability of the ILA was published in The Wenatchee World and the Empire Press for four consecutive weeks starting on April 7, 2022. The notice along with a copy of the ILA and draft ordinances was made available on the City website starting on April 7, 2022.
- 3.8. The ILA applies only to the Territories within the North-South Interlocal Annexation Area identified in Exhibit A.
- 3.9. The City Council has determined that the area will be liable for any of the outstanding indebtedness of the City.
- 3.10. Resolution 2021-35, adopted by the Council on December 7, 2021, established Proposed Zoning Districts for the annexation areas, consistent with the land use designations in the Greater East Wenatchee Area Comprehensive Plan.

- 3.11. Section 7.1 of the ILA notes that all parcels in the annexation areas with current zoning that allow for residential development shall maintain a zoning designation that provides for residential development and not reduce the minimum gross residential density for those parcels below the density permitted prior to the annexation, for a minimum of five years.
- 3.12. The ILA as written meets all other requirements of RCW 35A.14.296.
- 3.13. The City Council and Board of County Commissioners held a joint special public hearing on May 3, 2022, where the public was afforded the opportunity to provide testimony regarding the annexation proposal.
- 3.14. The City Council finds that it is in the best interests of the City and its citizens to annex the Territories included in the North-South Annexation Interlocal Agreement.

THE CITY COUNCIL OF THE CITY OF EAST WENATCHEE DO ORDAIN AS FOLLOWS:

4. **Purpose.** The purpose of this ordinance is to authorize the Mayor to sign an Interlocal Agreement between Douglas County and the City of East Wenatchee, attached hereto as Exhibit A, that annexes into the city those areas within the North-South Interlocal Annexation Area.
5. **Recording.** The City Council directs the City Clerk to record the original, fully executed Interlocal Agreement with the Douglas County Auditor.
6. **Severability.** If a court of competent jurisdiction declares any provision in this Ordinance to be contrary to law, such declaration shall not affect the validity of the other provisions of this Ordinance.
7. **Filing Ordinance.** A certified copy of this ordinance shall be filed with the Board of County Commissioners for Douglas County as required by RCW 35A.14.296(5).
8. **Publication.** The City Council directs the City Clerk to publish a summary of this Ordinance. The summary shall consist of the title of this Ordinance. The City Council directs the City Clerk to publish a copy of this Ordinance on the City's website.
9. **Effective Date.** The effective date of the annexation is June 30, 2022.

Passed by the City Council of East Wenatchee, at a regular meeting thereof  
on this 3rd day of May,  
2022.

The City of East Wenatchee,  
Washington

By Jerrilea Crawford  
Jerrilea Crawford, Mayor

Authenticated:

Maria E. Holman  
Maria Holman, City Clerk

Approved as to form only:

Robert Siderius  
Robert Siderius, City Attorney

Filed with the City Clerk:	<u>4/27/2022</u>
Passed by the City Council:	<u>5/3/2022</u>
Published:	<u>5/7/2022</u>
Effective Date:	<u>6/30/2022</u>

**Summary of  
City of East Wenatchee, Washington  
Ordinance No. 2022-12**

On the 3rd day of May, 2022,  
the City Council of the City of East Wenatchee, Washington approved  
Ordinance No. 2022-12, the main point of which may be summarized by its  
title as follows:

An Ordinance of the City of East Wenatchee approving an Interlocal  
Agreement between Douglas County and the City of East Wenatchee for the  
North-South Annexation providing for severability and an effective date.

The full text of this Ordinance will be mailed upon request.

Dated this 3rd day of May, 2022.

Maria E. Holman

Maria Holman, City Clerk

## Exhibit - A

**Filed for and Return to:**

Maria Holman  
City Clerk  
City of East Wenatchee  
271 9<sup>th</sup> St. NE  
East Wenatchee, WA 98802

The information contained in this boxed section is for recording purposes only pursuant to RCW 36.18 and RCW 65.04, and is not to be relied upon for any other purpose and shall not affect the intent of any warranty contained in the document itself.

**Document Title:** Interlocal Cooperation Agreement Between the City of East Wenatchee and Douglas County for Annexation of Certain Areas into the City.

**Grantor(s):** City of East Wenatchee and Douglas County

**Grantee(s):** City of East Wenatchee and Douglas County

**Reference Number(s) of Document Related, Assigned or Released:** 3040321

**Abbreviated Legal Description** Not applicable

**Complete Legal Descriptions of Annexation Territories on pages \_\_\_\_ of Document**

**Assessor's Parcel Number:** Not applicable

**Filed with the Auditor pursuant to RCW 39.34.040**

**INTERLOCAL AGREEMENT  
BETWEEN THE CITY OF EAST WENATCHEE AND DOUGLAS COUNTY  
FOR THE ANNEXATION OF CERTAIN AREAS INTO THE CITY.**

1. **Parties.** This Interlocal Agreement (“Agreement”), is made by and between the City of East Wenatchee ("City"), a Washington Municipal Corporation and a non-charter code city and Douglas County ("County"), a political subdivision of the State of Washington.
2. **Authority.**
  - 2.1. Chapter 39.34 RCW Interlocal Cooperation Act authorizes a public agency to enter into an agreement with another public agency for joint or cooperative action.
  - 2.2. In March 2020, the State Legislator passed SB 5522, amending Chapter 35A.14 RCW to create a new method of annexation for code cities. Under this method RCW 35A.14.296 states, "The county legislative authority of a county and the governing body of a code city may jointly initiate an annexation process for unincorporated territory by adopting an interlocal agreement. . . ."
  - 2.3. The County and City are required to plan under chapter 36.70A RCW.
  - 2.4. The County has designated an Urban Growth Area for the City as required by the Growth Management Act (“GMA) in RCW 36.70A.110.
3. **Clauses Required by RCW 39-34.030(3).**
  - 3.1. Purpose. See Section 4.
  - 3.2. Duration. See Section 5.
  - 3.3. Organization of separate entity and its powers. This Agreement does not create a new or separate legal entity.
  - 3.4. Responsibilities of the Parties. See Sections below.
  - 3.5. Filing and Recording of Agreement. The City will file this Agreement with the Douglas County Auditor. Also, the City will place a copy of this Agreement on its website.
  - 3.6. Financing. Each Party is responsible for the financing of its contractual obligations under its normal budgetary process.
  - 3.7. Termination. See Section 5.
4. **Recitals**
  - 4.1. Cities are the units of local government most appropriate to provide urban governmental services.

- 4.2. Contemplated changes in the City's boundaries are intended to assure (1) that which is urban should be municipal; (2) implicit in RCW 36.70A.110(4) is the principle that incorporations and annexations must occur; and (3) one of the fundamental purposes of Growth Management Act comprehensive plans is to achieve the transformation of local governance within an urban growth area such that cities are the primary providers of urban services. Further, annexation and transformation of governance within an Urban Growth Area should occur as soon as possible and before urban infrastructure is extended and before urban development occurs.
- 4.3. The parties find that the City's annexation of an unincorporated area within urban growth area will be more efficient and effective if the county and city develop a jointly approved interlocal agreement, so as not to create illogical boundaries or islands of unincorporated territory.
- 4.4. The parties find that the City's annexation of an unincorporated area within urban growth area will be more efficient and effective if the county and city develop a jointly approved interlocal agreement so that a logical transition of services will occur.
- 4.5. The City and County adopted the Douglas County Regional Policy Plan, which contains policies stipulating that consistent regulations and development standards are to be developed for the Urban Growth Area ("UGA") and provides for joint review of development proposals within the UGA.
- 4.6. The Greater East Wenatchee Area Comprehensive Plan ("GEWA Plan") has been duly adopted by each respective jurisdiction.
- 4.7. The City and County recognize the need to facilitate and/ or coordinate the proper transition of services and capital projects at the time of annexation.
- 4.8. The GEWA Plan recommends the development of interlocal agreements to address the distribution of debt and revenue sharing for annexation proposals.
- 4.9. Pursuant to this Agreement, the City will annex the unincorporated Territories as follows:
  - Area "A" as depicted in the attached Exhibit A and also legally described in the attached Exhibit A1.
  - Area "B" as depicted in the attached Exhibit B and also legally described in the attached Exhibit B1.
  - Area "C" as depicted in the attached Exhibit C and also legally described in the attached Exhibit C1.
  - Area "D" as depicted in the attached Exhibit D and also legally described in the attached Exhibit D1.

- 4.10. The City and County agree that annexation of the Territories will have a financial impact on the County and on the City.
- 4.11. This Agreement outlines a funding arrangement to mitigate the financial impact on the County.
- 4.12. On January 31, 2022, the City provided the East Wenatchee Water District with written notice of the City's intent to annex the Territories.
- 4.13. On January 31, 2022, the City provided the Douglas County Sewer District with written notice of the City's intent to annex the Territories.
- 4.14. On January 31, 2022, the City provided the Douglas County Fire District #2 with written notice of the City's intent to annex the Territories.
- 4.15. The City published a Notice of Availability of this Agreement on April 7, 2022 at eastwenatcheewa.gov. The Notice described where the public could review the document and the territories to be annexed.
- 4.16. The City published a Notice of Special Public Hearing and Notice of Availability of this Agreement in the Wenatchee World once a week for four weeks, specifically on April 7, 14, 21, and 28, 2022. The Notice described where the public could review the document and the territories to be annexed.
- 4.17. The County published a Notice of Special Public Hearing and Notice of Availability of this Agreement in the Empire Press once a week for four weeks, specifically on April 7, 14, 21, and 28, 2022. The Notice described where the public could review the document and the territories to be annexed.
- 4.18. On May 3, 2022, at the East Wenatchee City Hall, 271 9<sup>th</sup> St. NE, East Wenatchee, WA 98802 at 6:00 p.m the East Wenatchee City Council and the Douglas County Commissioners held a joint special public hearing on this Agreement. At this hearing, the public was afforded an opportunity to be heard.

## **5. Term.**

- 5.1. The term of this Agreement shall commence upon its approval by the governing body and execution by the duly authorized official of each of the parties, and shall expire on January 31, 2026 together with receipt of final payment.
- 5.2. The annexation(s), together with any provisions for the assumptions of indebtedness, and special annexation requirements, and completion of city and county obligation shall take effect on June 30, 2022, which shall be the date set in the annexation ordinance.
- 5.3. Pursuant to this Agreement, the County and City shall approve the content, terms and conditions of the annexation ordinance as set forth in attached Exhibit "E" of this Agreement.

## **6. Annexation.**

- 6.1. **Boundaries.** The City and the County agree that the depicted boundaries of the annexed Territories are set forth in attached exhibits.
- 6.2. **Annexation of Right of Way and Maintenance.** The City and County agree that the entire right of way for all streets and roads adjacent to land proposed to be annexed shall be made part of the annexation. As of the effective date of the annexation, the City shall assume responsibility for the maintenance of all streets, roads, and trails, including associated infrastructure such as storm water drainage, illumination, and traffic control markings and devices within the annexed area.
- 6.3. **Public Hearing.** The parties have scheduled a special public hearing on this Agreement on May 3, 2022 at East Wenatchee City Hall, 271 9<sup>th</sup> St. NE, East Wenatchee, WA 98802 at 6:00 p.m.
- 6.4. **Annexation Ordinance.** After the public hearing and all City and County obligations have been satisfied, the East Wenatchee City Council will adopt an ordinance to affect the annexation.
- 6.5. **Filing.** Before June 30, 2022, the East Wenatchee City Clerk will file a certified copy of the Annexation Ordinance with the Douglas County Clerk of the Board.

## **7. Obligations of the City.**

- 7.1. **Zoning.** For a period of five years after the annexation of the territory any parcel zoned for residential development within the annexed area, the City shall: (a) Maintain a zoning designation that provides for residential development; and (b) Not have its minimum gross residential density reduced below the density allowed for by the zoning designation for that parcel prior to annexation.
- 7.2. **Enforcement of Standards and Conditions.** Following the effective date of an annexation, the City agrees to enforce, to the extent deemed legally enforceable by the City, applicable standards and any conditions imposed relating to the issuance of a building or land use permit prior to annexation. The County agrees to make its employees available to provide assistance in the interpretation of conditions and applicable standards.
- 7.3. **Permit Renewal or Extension.** Any request to renew a building permit or to renew or extend a land use permit after the effective date of the annexation shall be made to and administered by the City.
- 7.4. **Regional Stormwater Management Systems.** Upon the effective date of annexation, the City will assume all ownership rights and responsibilities of any drainage improvements or facilities owned by the County. This provision, however, does not apply to any drainage improvements or facilities associated with a public building or property owned by the County.

- 7.5. Police Services. As provided by law, as of the effective date of an annexation, police service responsibility within the annexed area will transfer to the City.
- 7.6. Apple Capital Loop Trail. Within 120 days of the effective date of annexation, the City shall enter into a Trail Lease, replacing the current Trail Lease (IC 2-09-06212, AA 2-11262), for WSDOT for trail segments located within the annexation area, but owned by WSDOT. If the City is unable to successfully enter into a Trail Lease with WSDOT within 120 days of the effective date of annexation, the City within 60 days after the 120 days of effective date of annexation shall enter into an interlocal agreement with the County for maintenance, operation and liability of the Trail in perpetuity.
- 7.7. City shall coordinate with a Washington State Licensed Surveyor for the preparation of necessary documents including legal description and map of the proposed Territory "A" to be annexed as depicted in attached exhibits. All cost associated with surveyor legal descriptions, maps, exhibit preparation, document (deed) preparation and recording shall be paid for by the City.
- 7.8. The City shall be responsible for all work associated with the state Office of Financial Management certification process, Douglas County Auditor and Assessor certification process including transmittal of the legal descriptions and maps, property parcel numbers and the door to door enumeration of housing and population in the Annexed Territories.
- 7.9. City recognized that capital expenditures on transportation and storm water system elements; including, but not limited to roads, drainage systems, illumination, signal systems, retaining structures, and bridges represent significant investments in public infrastructure that have a long service life. City also recognize that the investment in capital infrastructure are critical to a well-function transportation system and that any delays in needed improvements can accelerate the degradation of systems components and results in significant declines in public servicing. To ensure a well-functioning transportation system and maintaining expected levels of public service the City agrees to reimbursement the County for actual expenditures (excluding all grant funds) on capital improvements in accordance with the following formula:
- Reimbursement (linear project) = ((Jurisdictional Project Proration) \* Total Project Expenditures \* (Remaining Project Life / Total Project Life)).
- 7.10. Revenue Sharing of Sales & Use Tax. The City recognizes that the annual County budget, particularly for Current Expense, relies upon revenues from taxes generated within the unincorporated area. The City also recognizes that the role of the County as the regional governmental service provider continues even after annexation. This section provides a revenue sharing formula intended to reduce the adverse financial impact on the County as a result of annexation. The City will compensate the County a total of \$1.5 Million. The City will pay the County as follows:

- Before January 31, 2023, the City will pay the County \$375,000.00.
- Before January 31, 2024, the City will pay the County \$375,000.00.
- Before January 31, 2025, the City will pay the County \$375,000.00.
- Before January 31, 2026, the City will pay the County \$375,000.00

## **8. Obligations of the County.**

- 8.1. List of Permits. Thirty (30) working days prior to the effective date of the annexation, the County will prepare and send to the City a list detailing the status of all active applications and permits on properties located within a proposed annexation area.
- 8.2. List of Permits. Within fifteen (15) working days after the effective date of the annexation, the County will prepare and send to the City a final list detailing the status of all active applications and permits on properties located within the proposed annexation area.
- 8.3. Transfer of Permits. The City and County will review the list of applications and permits and agree to transfer to the City all applications that have not been determined to be complete prior to the effective date of annexation.
- 8.4. Transfer of Incomplete Applications. Within thirty (30) days after the effective date of the annexation the County shall refer permit applicant(s) and applications to the City for processing. The parties shall work in good faith to work with citizens for processing of minor permits, such as fence permits, and small retaining wall permits.
- 8.5. Transfer of rights-of way and Stormwater Management Systems within rights-of-way. Within thirty (30) working days of the effective date of the Annexation, the County will transfer ownership of all rights-of-way within the Territories to the City via annexation ordinance or statutory warranty deeds.
- 8.6. Transfer of Stormwater Management Facilities/Systems. Within forty-five (45) working days of the effective date of the Annexation, the County will begin the process of transfer of ownership of all drainage facilities/system owned by the County within the Territories to the City via statutory warranty deeds.
- 8.7. Stormwater Utility Service Charge. The County will invoice parcels within the proposed annexation areas in accordance with DCC 19.40.220 for the Calendar year 2022, at the County assessment rate. Douglas County shall retain the 2022 Calendar year storm water utility service charges received.
- 8.8. County owned parcels which contain the Apple Capital Loop Trail and associated Trail Heads shall be transferred to the City. Within thirty (30) working days of the effective date of annexation, the City shall take over operation and maintenance of the Apple Capital Loop Trail segments and trailheads including stormwater facilities.

- 8.9. Transfer of Financial Guarantees. All financial guarantees (e.g. performance bonds, mitigation funds, maintenance bonds or other bonds or sureties) required for a building permit, land use permit or enforcement action shall be transferred or assigned to the City after the effective date of the annexation. If the financial guarantee cannot be assigned to the City, the County will enforce the provisions of such guarantee on behalf of the City in accordance with this Agreement. The City shall have sole discretion over the acceptance of required performance and the release of said guarantees.
- 8.10. Continued administration of building permits. The County shall continue to administer building permits for applications deemed complete prior to the effective date of the annexation.
- 8.11. Continued administration of subdivisions, short plats, and binding site plans, (development). The County shall continue to administer applications, which have been determined to be complete, for all preliminary plats, preliminary short plats, binding site plans or other land use permits submitted to the County before the effective date of annexation.
- 8.12. Phased development, projects that are phased and have not been approved for construction by the County shall be forwarded to the City for processing.
- 8.13. Dedications, deeds or conveyances. If a dedication for public use (or easements) is to be made after the effective date of the annexation, such dedication shall be transmitted to the City for review and a determination of acceptance.
- 8.14. Final approval of subdivision, short plat and binding site plan (development). All final plats, short plats, binding site plans or other developments submitted after the effective date of annexation shall be submitted to the responsible officials designated in the City Municipal Code for a determination of acceptance.
- 8.15. Code Enforcement. For purposes of this Agreement, "Code Enforcement" means ensuring compliance with the International Building Code (including without limitation Building, Mechanical, Fire, Energy), Uniform Plumbing Code, Zoning Ordinance, Development Standards, Shoreline Master Program, Subdivision Code, ROW Violations, Stormwater, and Critical Areas Ordinance.
- 8.16. Continuation of code violation cases. Active code violation cases will be transferred to the City on the effective date of the annexation. Any further action in those cases will be the responsibility of the City. The County agrees to make its employees available as witnesses, if necessary and at no cost to the City, in order to prosecute transferred cases.
- 8.17. Compliance Agreements. When a compliance agreement is being negotiated on property within an area included in the proposed annexation Territories, the County shall inform the City Code Enforcement Officer. The City may, at its option, be a party to the development of the compliance agreement.

- 8.18. Records Transfer. All original files for building, land use permits, and other development permits within an annexation area shall remain in the custody of the County. The City may copy files on their own equipment or agree to pay for the cost of copying any requested records.
- 8.19. County shall coordinate with a Washington State Licensed Surveyor for the preparation of necessary documents including legal description and map of the proposed Territory "B", "C" and "D" to be annexed as depicted in attached exhibits of this Agreement. All cost associated with surveyor legal descriptions, maps, exhibit preparation, document (deed) preparation, and recording shall be paid for by the County.

## 9. **Criminal Justice Services**

- 9.1. All misdemeanor crimes that occur within an annexation area prior to the effective date of annexation shall be considered crimes within County jurisdiction for the purposes of determining financial responsibility for criminal justice system services, including, but not limited to, prosecution, court costs, jail fees and services, assigned counsel, jury and witness fees, restitution, and interpreter costs, as applicable.
- 9.2. After the effective date of the annexation, the County shall continue, at its cost and expense, to prosecute such crimes to completion in accordance with County prosecution policies.
- 9.3. On and after the effective date of the annexation, all misdemeanor crimes that occur in annexed areas shall be considered crimes within the jurisdiction of the City for purposes of determining financial responsibility for any such criminal justice system services.

10. **Venue.** The venue for any legal dispute regarding this Agreement is Chelan County Superior Court.

11. **Dispute Resolution.** The parties mutually intend to establish procedures to facilitate the informal and inexpensive resolution of all disputes arising under this Agreement, by mutual cooperation and without resort to litigation. Accordingly, all disputes involving this transaction, or between the parties hereto with respect to the subject matter hereof, must be resolved in a final and binding manner in accordance with the following procedures. Whether or not mediation/arbitration is under way, any party may have full access to the courts to compel compliance with the provisions of this Article and to enforce or confirm an arbitration award.

- 11.1. Notice. Any notices to be given under this Agreement shall be personally served to or shall be mailed, postage prepared, to:

The City:  
Maria Holman  
City Clerk  
271 9<sup>th</sup> Street NE

East Wenatchee, WA. 98802  
cityclerk@eastwenatcheewa.gov

The County:  
Tiana Rowland  
Clerk of the Board  
P.O. Box 747  
Waterville, WA. 98858-0747  
trowland@co.douglas.wa.us

- 11.2. Negotiation. The parties agree to first attempt to negotiate a mutually satisfactory resolution to the dispute as follows:
- 11.2.1. The complaining party must notify (in the manner required in this Agreement) the other parties of the alleged dispute, controversy, claim or breach of Agreement (hereinafter "Dispute") by explaining in writing the nature of the Dispute, and referring to the relevant paragraphs of this Agreement upon which it bases its position regarding the Dispute. The complaining party must also set forth in such notice a proposed solution to the Dispute;
  - 11.2.2. The parties receiving such notice must respond by notice individually to the complaining party within twenty days of receiving the complaining party's notice, with an explanation of its defensive position, if any, including references to the relevant paragraphs of the Agreement and a response to the proposed solution; and
  - 11.2.3. Within twenty (20) days following notice of this defensive response, the parties must meet and discuss options for resolving the Dispute; the complaining party must initiate the scheduling of this resolution meeting. In the event a party fails to cooperate in scheduling the resolution meeting, then the complaining party may elect to skip the negotiation and mediation procedures and immediately proceed with arbitration.
  - 11.2.4. Mediation. If the parties are unable to satisfactorily resolve the Dispute through such negotiation, mediation must be held within thirty days of an unsuccessful resolution meeting. The mediation will be governed by and under the then-applicable rules of JAMS/Endispute ("JAMS") in Chelan County. The complaining party must contact JAMS to schedule the mediation. The parties may agree on a mediator from the JAMS panel. If they are unable to agree, the parties will request JAMS to designate a mediator for the Parties.

**12. No Third-Party Beneficiaries.** The parties entered into this Agreement for the benefit of the City and of the County and not for the benefit of any third parties.

**13. General Provisions.**

- 13.1. Interpretation and Modification. This Agreement, together with any attached Exhibits, contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement. No prior statements or agreements, whether oral or written, are effective for any purpose. Should any language in any Exhibits to this Agreement conflict with any language in this Agreement, the terms of this Agreement prevail. The respective captions contained in this Agreement are inserted for convenience of reference only and do not modify or otherwise affect any of the provisions of this Agreement. If a provision of this Agreement is declared invalid, inoperative, null and void, or illegal, all other provisions of this Agreement remain in full force and effect. Any act done by either Party prior to the effective date of the Agreement that is known by the other party and is consistent with the authority of the Agreement and compliant with the terms of the Agreement, is hereby ratified as having been performed under the Agreement. Neither party may amend, waive, or modify a provision of this Agreement, except by written agreement signed by duly authorized representatives of the Parties.
- 13.2. Assignment and Beneficiaries. Neither the County nor the City has the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other Party. If the nonassigning party gives its consent to any assignment, the terms of this Agreement continue in full force and effect and no further assignment may be made without additional written consent. Subject to the foregoing, the rights and obligations of the Parties inure to the benefit of and be binding upon their respective successors in interest, heirs and assigns. This Agreement is made and entered into for the sole protection and benefit of the Parties hereto. No other person or entity has any right of action or interest in this Agreement based on any provision set forth herein.
- 13.3. Compliance with Laws. Both parties agree to comply with and perform the Services in accordance with all applicable federal, state, local, and city laws including, without limitation, all City and County codes, ordinances, resolutions, regulations, rules, standards and policies, as now existing or hereafter amended, adopted, or made effective.
- 13.4. Enforcement. Any remedies provided for under the terms of this Agreement are not intended to be exclusive but are cumulative with all other remedies available to either party at law, in equity or by statute. The failure of either party to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement in one or more instances is not a waiver or relinquishment of those covenants, agreements or options, and the same remain in full force and effect. Failure or delay of either party to declare any breach or default immediately upon occurrence does not waive such breach or default. Failure of either party to declare one breach or default does not act as a waiver of either parties right to declare another breach or default.
- 13.5. **Personal Liability.** The parties agree that no official, officer, employee, or agent of the City or County is in any way liable or responsible for any covenant or

Agreement herein contained whether express or implied, nor for any statement of representation made herein or in any connection with this Agreement.

- 13.6. **Attorney's Fees.** If either Party brings any claim or lawsuit arising from this Agreement, each Party must pay all its legal costs and attorney's fees and expenses incurred in defending or bringing such claim or lawsuit, including all appeals, in addition to any other recovery or award provided by law.
- 13.7. **Survivability.** If any part of this Agreement is found, or deemed by a court of competent jurisdiction, to be invalid or unenforceable, that part shall be severable from the remainder of the Agreement.

**City of East Wenatchee**

Approved and adopted by the City Council for the City of East Wenatchee this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

By \_\_\_\_\_  
Jerrilea Crawford, Mayor

Attest:

\_\_\_\_\_  
Maria Holman, City Clerk

Approved as to form:

\_\_\_\_\_  
Sean Lewis, Assistant City Attorney

**Board of County Commissioners,  
Douglas County, Washington**

Approved and adopted by the Board of County Commissioners for Douglas County this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

By \_\_\_\_\_  
Marc S. Straub, Chair

By \_\_\_\_\_  
Dan Sutton, Vice-Chair

By \_\_\_\_\_  
Kyle Steinburg, Member

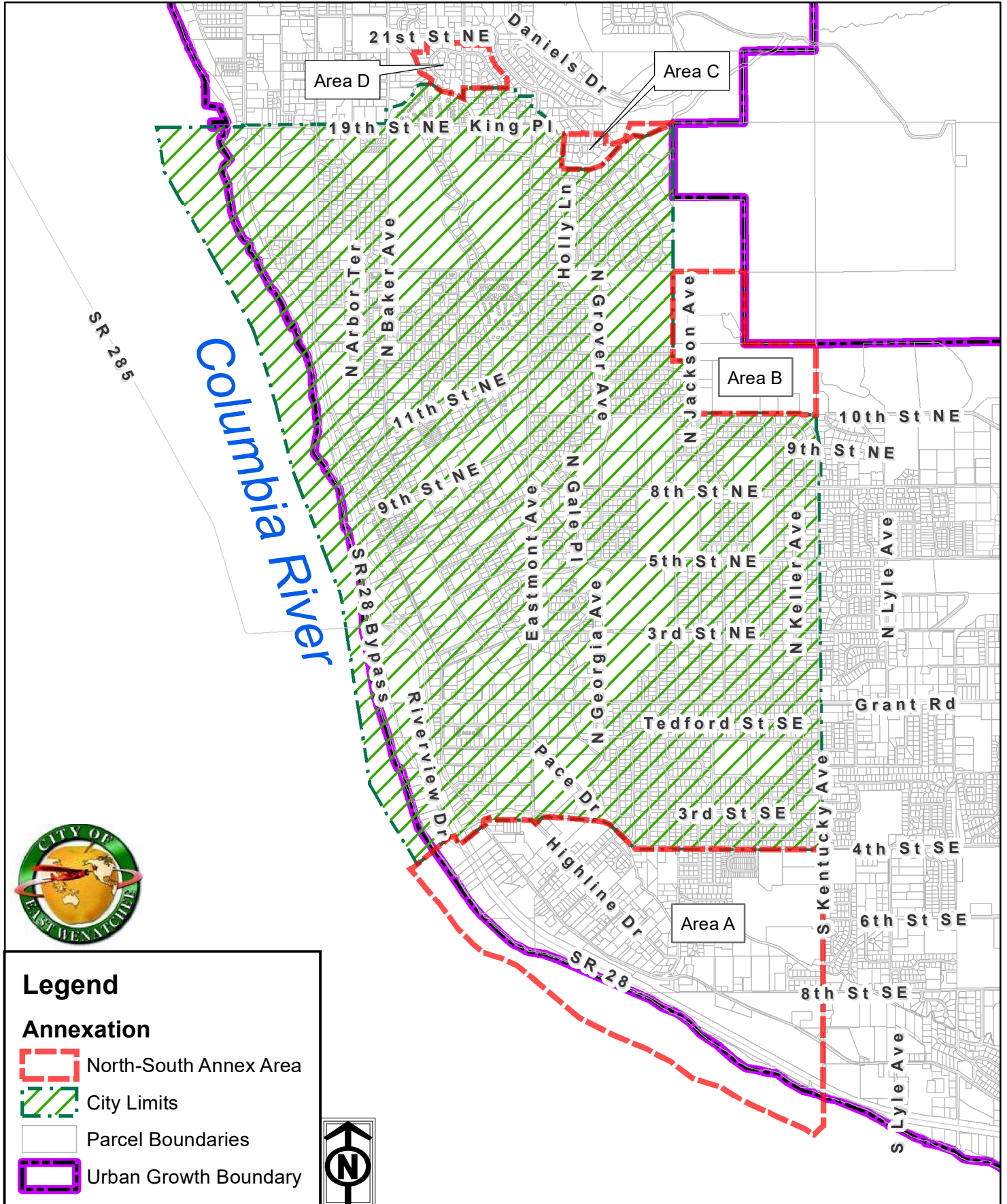
Attest:

\_\_\_\_\_  
Tiana Rowland, Clerk of the Board

Approved as to form:





\_\_\_\_\_  
Jim Mitchell, Civil Deputy Prosecuting Attorney, WSBA 31031

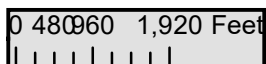
North-South Annexation Areas - Index Map



**Legend**

**Annexation**

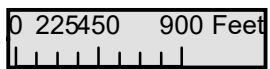
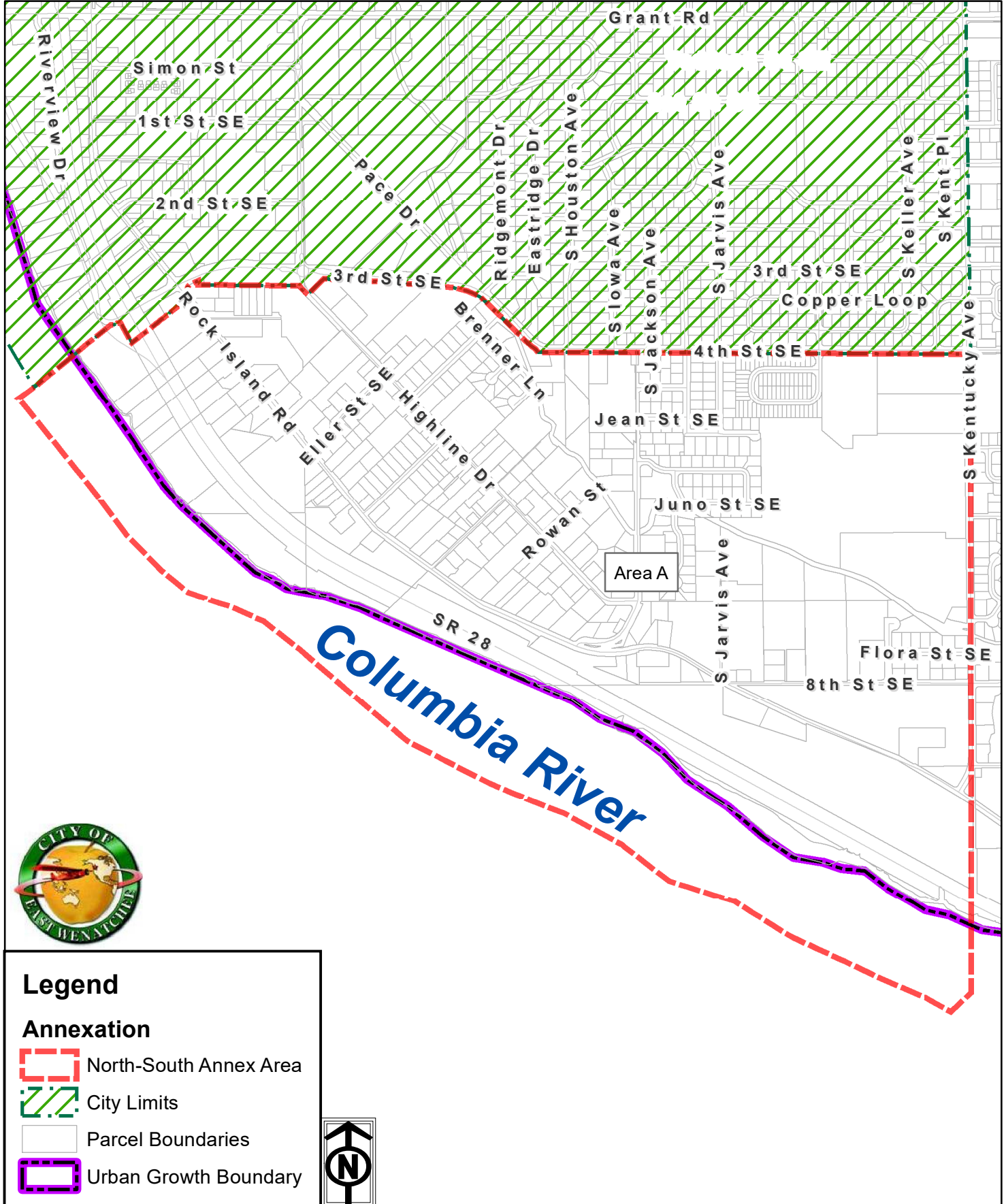
-  North-South Annex Area
-  City Limits
-  Parcel Boundaries
-  Urban Growth Boundary



4/5/2022

This map is intended for general purposes only. The City of East Wenatchee makes no representation as to the accuracy or current condition of the data shown on this map.

## North-South Annexation: Exhibit A S. Kentucky Area



4/5/2022

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**Ordinance No.** 2022-12

**EXHIBIT A**

**Boundary Description of Real Property to be Annexed into  
the City of East Wenatchee, WA  
February 12, 2021**

**-SOUTH KENTUCKY AVENUE ANNEXATION -**

Parcels of land, street and highway right of way, and irrigation canal right of way located within portions of the southwest quarter of the northwest quarter, the southeast quarter of the northwest quarter, Government Lot 1, and the remainder of the South half of Section 13; portions of Government Lots 5 & 8, Section 14; Government Lots 1, 2 and 3 of Section 14, all in Township 22 North, Range 20 East of the Willamette Meridian, Douglas County, Washington, and a portion of the northwest quarter of the northwest quarter, the southwest quarter of the northwest quarter, the northwest quarter of the southwest quarter, and the southwest quarter of the southwest quarter of Section 18; a portions of the northwest quarter of the northwest quarter and Government Lot 2 of Section 19, all in Township 22 North, Range 21 East of the Willamette Meridian, said County, the perimeter boundary of this annex area being more particularly described as follows:

Commencing at the TRUE POINT OF BEGINNING being the southeast corner of the City of East Wenatchee Kentucky Avenue Annexation Ordinance Number 2005-12 , said point being the intersecion of the easterly extension of the southerly right of way line for 4th Street SE. with the easterly right of way line for South Kentucky Avenue and the northerly extension thereof; thence westerly along the southerly boundary of said Ordinance and said southerly right of way line, as said line would continue through points of intersecting street right of way lines, to a point of intersection with the right of way centerline for South Iowa Avenue within the South half of said Section 13; thence westerly and northwesterly along the southerly and southwesterly right of way line for 4th Street SE. and Pace Drive (now 3<sup>rd</sup> Street SE.), and the easterly extension thereof, to right of way station 43+42.42, 30.13 feet right, as defined by Record of Survey recorded March 15, 1996, in Book 22/20, at pages 197-198, under Auditor's File Number 311314, records of said County; thence continue along the southwesterly right of way line for said Pace Drive (now 3<sup>rd</sup> Street SE.) and the southerly and southeasterly right of way lines for 3rd Street SE., defined by said survey, to a point of intersection with the northeasterly right of way line for State Route 28; thence southwesterly on a line perpendicular to "A Line" as shown on the Washington State Department of Transportation right of way plan "SR 28 Spur George Sellar Bridge Easterly", approved April 5, 2005 to a line parallel to and 100' southwesterly of said "A Line", said right of way plan; thence northwesterly along said parallel line to a point of intersection with the southerly right of way line for Riverview Drive located southwesterly of "H Line", said right of way plan; thence westerly along said right of way line to a point of intersection with the southeasterly line of Lot 30, East Wenatchee Land Company's Plat of Section 14, T.22N., R.20E.W.M., recorded in Volume A of Plats, at page 192, records of said County; thence southwesterly along said southeasterly line and the southwesterly extension thereof to the original ordinary high water line on left bank of the Columbia River; thence southerly and southeasterly along said original ordinary high water line to a point of intersection with the line common to said Sections 19 and 24; thence northerly along said common line to the southwest corner of the East Wenatchee Land Company's Plat of Sec. 19, t.22N., R.21E.W.M., according to the plat

(South Kentucky Avenue Annexation boundary description – continued)

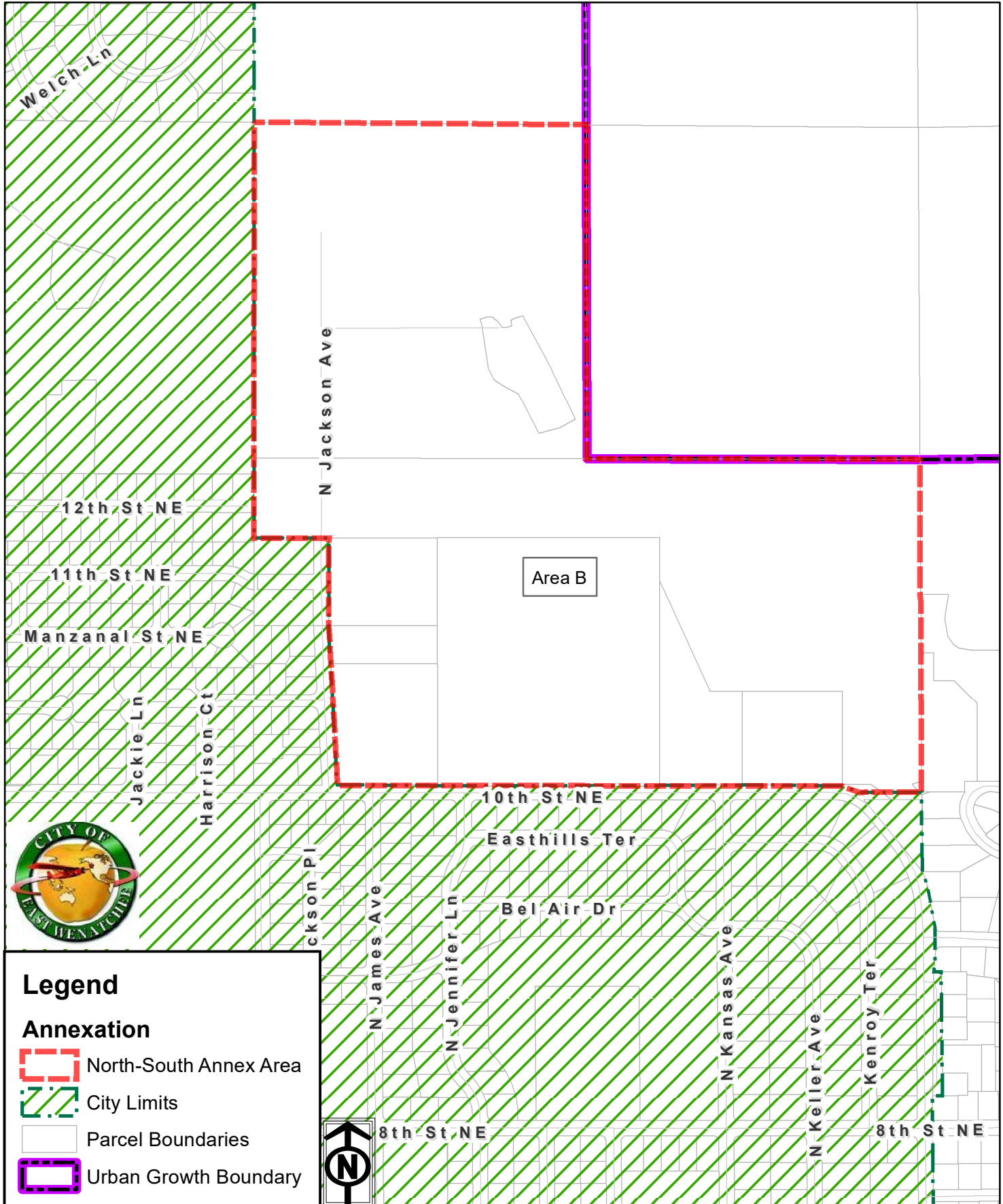
thereof recorded in Volume A of Plats, at page 206, records of said County; thence southeasterly along the southerly boundary of said plat to a point of intersection with the easterly right of way line for South Kentucky Avenue (not constructed); thence northerly along said easterly right of way line to a point of intersection with the southerly right of way line for State Route 28; thence continue northerly along the northerly extension of said easterly right of way line to a point of intersection with the northerly right of way line for said State Route 28; thence continue northerly along said easterly right of way line to the to a point of intersection with the southerly right of way line of Rock Island Road; thence continue northerly along the northerly extension of said easterly right of way line to a point of intersection with the northerly right of way line for said road; thence continue northerly along said easterly right of way line to the northwest corner of Lot 9, said East Wenatchee Land Company's Plat of Sec. 19; thence northeasterly across said 9<sup>th</sup> Street SE. to a point of curvature on said easterly right of way line, said point being on the westerly line of Lot 4, Douglas County Short Plat Number 26-86, according to the plat thereof recorded May 18, 1989, in Book H of Short Plats, at page 15, under Auditor's File Number 255468, records of said County; thence northerly along said easterly right of way line to a point of curvature on the westerly line of Lot 1, said Douglas County Short Plat Number 26-86; thence northerly across 8<sup>th</sup> Street SE. to the southwesterly corner of Lot 3, Block 3, Eden Orchard Tracts, according to the plat thereof recorded in Volume B of Plats, at page 10, records of said County; thence continue northerly along said easterly right of way line of said South Kentucky Avenue to the northwest corner of Lot 2, Block 3, said plat of Eden Orchard Tracts; thence continue northerly along said easterly right of way line across 6<sup>th</sup> Street SE. to the southwest corner of Lot 3, Block 2, said plat of Eden Orchards Tracts; thence continue northerly along said easterly right of way line as said line would continue through points of intersecting street right of way lines to the TRUE POINT OF BEGINNING.

Prepared By: Erik B. Gahringer, PLS  
Date: February 12, 2021







48° North  
Professional Land Surveying & Land Use Consulting  
P.O. Box 4266  
Wenatchee, WA 98807-4266  
Phone: (509) 436-1640

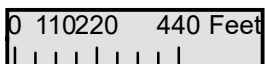
## North-South Annexation: Exhibit B 10th St. NE Area



### Legend

#### Annexation

-  North-South Annex Area
-  City Limits
-  Parcel Boundaries
-  Urban Growth Boundary



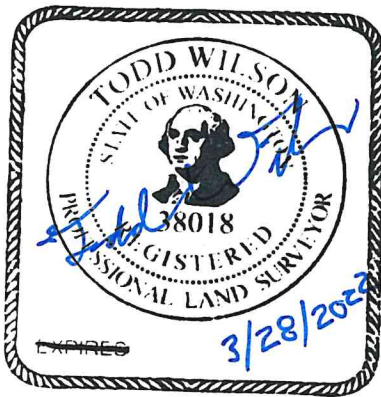
4/5/2022

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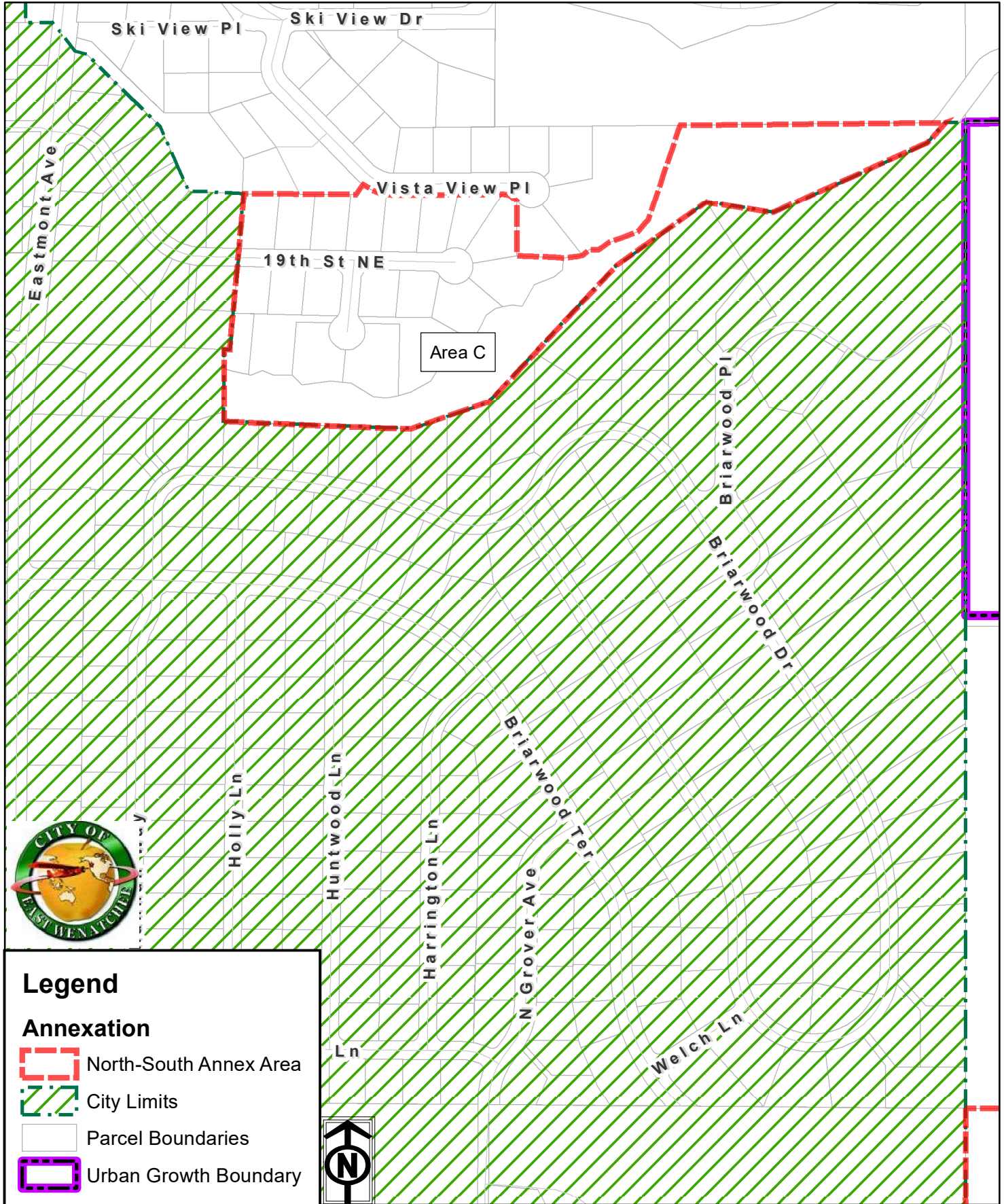
## EXHIBIT B-1

### 10<sup>th</sup> Street NE Annexation Area

Beginning at the center quarter of Section 1, T. 22 N., R. 20 E., W. M., thence east on the half section line to the center-east sixteenth (CE 1/16) corner, thence south on the sixteenth line to the south-east sixteenth (SE 1/16) corner, thence east on the sixteenth line to the south sixteenth (S 1/16) corner common to Section 1, T. 22 N., R. 20 E., W. M. and Section 6, T. 22 N., R. 21 E., W. M., thence south on the section line to the section corner common to Sections 1 and 12 of T. 22 N., R. 20 E., W. M. and Sections 6 and 7 of T. 22 N., R. 21 E., W. M., thence west on the south line of said Section 1 to the easterly right-of-way of County Road No. 453, thence northerly and westerly on the rights-of-way lines of County Road No. 453 and 10th Street NE to the easterly right-of-way line of N. Jackson Ave, thence northerly on the east right-of-way line of N. Jackson Ave and its northerly extension to the south boundary line of the Mike Wade short plat recorded under Auditors File Number 3064310, thence westerly on the south line of the Mike Wade short plat to the north-south quarter section line of said Section 1, thence north on north-south quarter section line to the point of beginning.







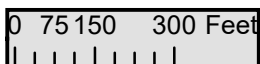
North-South Annexation: **Exhibit C**  
Sand Canyon Area



**Legend**

**Annexation**

-  North-South Annex Area
-  City Limits
-  Parcel Boundaries
-  Urban Growth Boundary



4/5/2022

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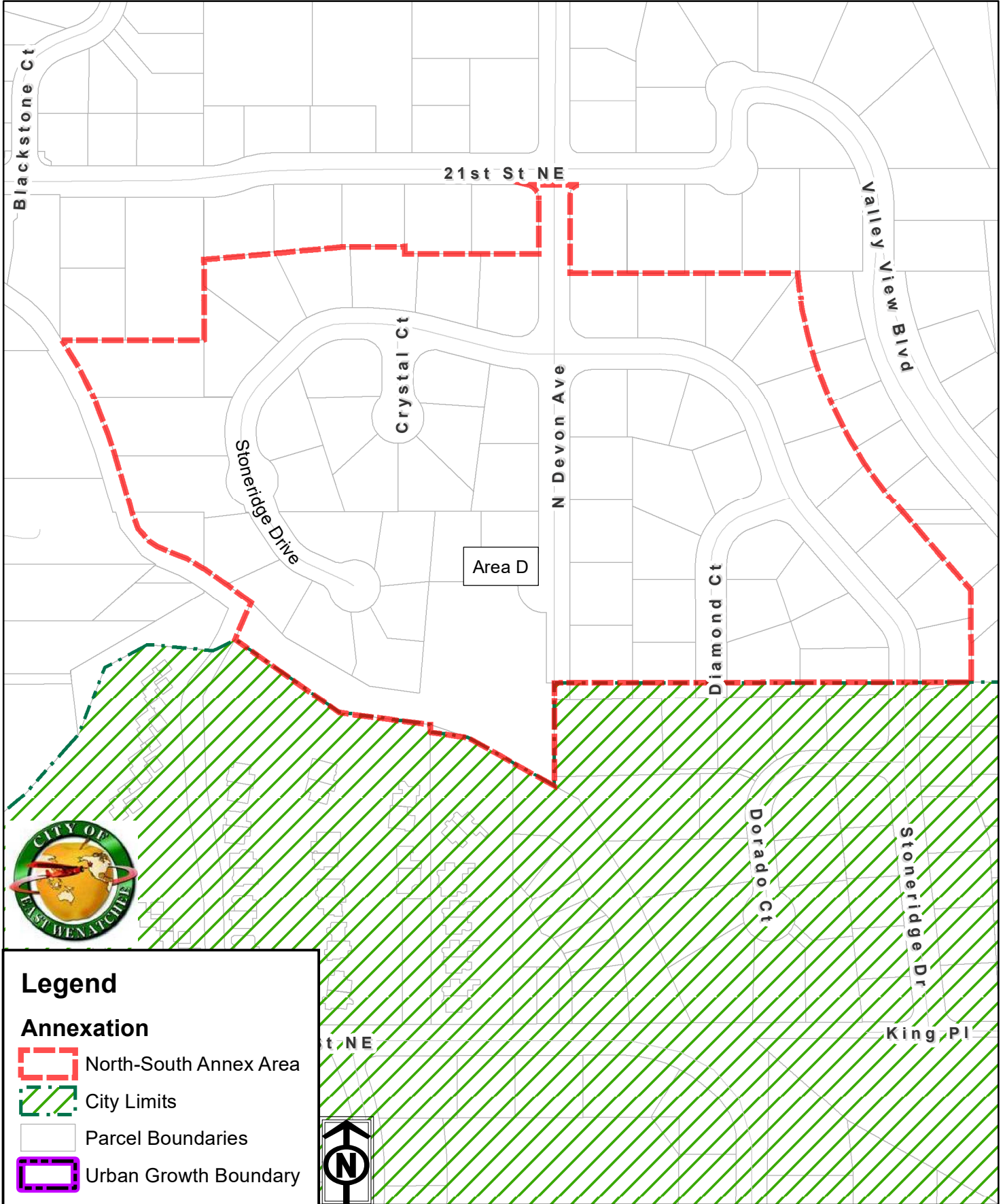
## EXHIBIT C-1

### Sand Canyon Annexation Area

All of the Sand Canyon Estates plat recorded under AFN 3104898, except Lots 9 and 10 and except the right-of-way of Vista View Place.



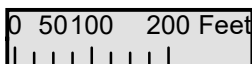
## North-South Annexation: Exhibit D Stoneridge Area



**Legend**

**Annexation**

- North-South Annex Area
- City Limits
- Parcel Boundaries
- Urban Growth Boundary



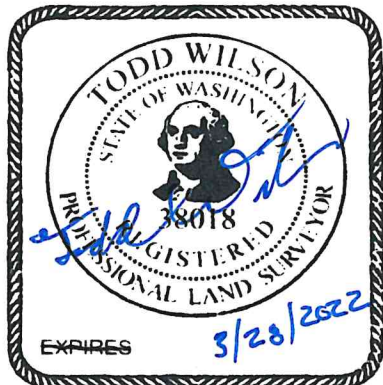
4/5/2022

This map is intended for general purposes only. The City of East Wenatchee makes no representation as to the accuracy or current condition of the data shown on this map.

## EXHIBIT D-1

### Stoneridge Annexation Area

Beginning at the northwest corner of Lot 10, Stoneridge Division 1 recorded under Auditor's File Number (AFN) 289458, thence east on the north line of Lot 10 to the northeast corner of said lot, thence north on the west line of Lots 9 and 8 of said plat to the northwest corner of Lot 8, thence east on the north line of Lots 8, 4, 3, 2 and 1 of said plat to the west right-of-way line of N. Devon Ave, thence north on the west right-of-way line of N. Devon Ave to the south right-of-way line of 21st street NE, thence east on said right-of-way line to the east right-of way line of N. Devon Ave, thence southerly on the east right-of-way line of N. Devon Ave to the northwest corner of Lot 25, Stoneridge Division 1, thence east on the north line of Lot 25 to the northwest corner of Lot 1, Stoneridge Division 2 recorded under AFN 304265, thence continuing east on the north line of Lots 1 and 2 of said Stoneridge Division 2 to the north point of Lot 3 of said plat, thence southeasterly and southerly on the east line of Lots 3 to 9 of the Stoneridge Division 2 plat to the southeast corner of said Lot 9, said point also being on the north line of Lot 3, Block 3 of the East Wenatchee Fruit Farms Plat recorded in 1909 in Book A on Page 234, thence westerly on the north line of lots 3 and 4, Block 3 of said plat to the northwest corner of said Lot 4, thence south on the west line of Lot 4 to the north line of Lot 4 of the Bradford short plat recorded under AFN 244369, thence northwesterly on the north lines of the Bradford short plat, the Legends condominiums recorded under AFN 279602 and the Country Club Crescent condominiums to the northwest corner of Country Club Crescent Phase 3B recorded under AFN 264648, said point also being the westerly most point of Lot 1 of Stoneridge Acres Division 1 recorded under AFN 3167765, thence northeasterly and northwesterly on the west border of said plat to the southerly most point of Reserve Tract A of Stoneridge Division 1, thence continuing northwesterly on the west lines of Lots 12, 11 and 10 of said Stoneridge Division 1 to the point of beginning.



## **City of East Wenatchee, Washington**

### **Ordinance No. 2022-12**

An Ordinance of the City of East Wenatchee approving an Interlocal Agreement between Douglas County and the City of East Wenatchee for the North-South Annexation providing for severability and an effective date.

Una Ordenanza de la Ciudad de East Wenatchee que aprueba un Acuerdo Interlocal entre el Condado de Douglas y la Ciudad de East Wenatchee para la Anexión Norte-Sur que establece la separabilidad y una fecha de entrada en vigencia

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#### **1. Alternate format.**

- 1.1. Para leer este documento en un formato alternativo (español, Braille, leer en voz alta, etc.), comuníquese con la secretaria de la Ciudad en [alternateformat@eastwenatcheewa.gov](mailto:alternateformat@eastwenatcheewa.gov), al (509) 884-9515 o al 711 (TTY).
- 1.2. To read this document in an alternate format (Spanish, Braille, read aloud, etc.), please contact the City Clerk at [alternateformat@eastwenatcheewa.gov](mailto:alternateformat@eastwenatcheewa.gov) at (509) 884-9515, or at 711 (TTY).

#### **2. Authority.**

- 2.1. RCW 35A.11.020 and RCW 35A.12.190 authorize the City Council to adopt ordinances of all kinds to regulate its municipal affairs and appropriate to the good government of the City.
- 2.2. RCW 35A.14.296 established a process for Washington code cities to annex unincorporated areas within their Urban Growth Area (UGA) pursuant to an interlocal agreement ("ILA") process.

#### **3. Recitals.**

- 3.1. The City of East Wenatchee ("City") is a non-charter code City duly incorporated and operating under the laws of the State of Washington.

- 3.2. The City Council of East Wenatchee (“City Council”) initiated consideration of an annexation for the area south of 4<sup>th</sup> St. SE and west of South Kentucky Ave (Area A). At the request of the Douglas County Board of Commissioners, the annexation areas were expanded to include 3 additional areas north of the existing City Limits (Areas B, C, and D) “Territory”.
- 3.3. The City and Douglas County (“County”) negotiated and have drafted an ILA (Exhibit A) that identifies the boundaries, legal description, revenue sharing, transfer of services, and effective date of the proposed North-South Annexation.
- 3.4. On January 31, 2022, written notice of the City's intent to annex the Territories were transmitted to the Douglas County Sewer District, the East Wenatchee Water District and Douglas County Fire District #2 affording them the opportunity to be a party to the ILA. All districts provided letters of support for the annexation and declined to be a party to the ILA.
- 3.5. A fact sheet describing the process and providing information regarding any change in services and including maps of the proposed annexation area was mailed to residents and property owners within the annexation Territory on March 17, 2022.
- 3.6. The City and County established May 3, 2022 as the date of the joint special public hearing between the City Council and Board of County Commissioners to consider approval of the ILA.
- 3.7. In accordance with the provisions of RCW 35A.14.296, notice of the special public hearing and availability of the ILA was published in The Wenatchee World and the Empire Press for four consecutive weeks starting on April 7, 2022. The notice along with a copy of the ILA and draft ordinances was made available on the City website starting on April 7, 2022.
- 3.8. The ILA applies only to the Territories within the North-South Interlocal Annexation Area identified in Exhibit A.
- 3.9. The City Council has determined that the area will be liable for any of the outstanding indebtedness of the City.
- 3.10. Resolution 2021-35, adopted by the Council on December 7, 2021, established Proposed Zoning Districts for the annexation areas, consistent with the land use designations in the Greater East Wenatchee Area Comprehensive Plan.

- 3.11. Section 7.1 of the ILA notes that all parcels in the annexation areas with current zoning that allow for residential development shall maintain a zoning designation that provides for residential development and not reduce the minimum gross residential density for those parcels below the density permitted prior to the annexation, for a minimum of five years.
- 3.12. The ILA as written meets all other requirements of RCW 35A.14.296.
- 3.13. The City Council and Board of County Commissioners held a joint special public hearing on May 3, 2022, where the public was afforded the opportunity to provide testimony regarding the annexation proposal.
- 3.14. The City Council finds that it is in the best interests of the City and its citizens to annex the Territories included in the North-South Annexation Interlocal Agreement.

THE CITY COUNCIL OF THE CITY OF EAST WENATCHEE DO ORDAIN AS FOLLOWS:

4. **Purpose.** The purpose of this ordinance is to authorize the Mayor to sign an Interlocal Agreement between Douglas County and the City of East Wenatchee, attached hereto as Exhibit A, that annexes into the city those areas within the North-South Interlocal Annexation Area.
5. **Recording.** The City Council directs the City Clerk to record the original, fully executed Interlocal Agreement with the Douglas County Auditor.
6. **Severability.** If a court of competent jurisdiction declares any provision in this Ordinance to be contrary to law, such declaration shall not affect the validity of the other provisions of this Ordinance.
7. **Filing Ordinance.** A certified copy of this ordinance shall be filed with the Board of County Commissioners for Douglas County as required by RCW 35A.14.296(5).
8. **Publication.** The City Council directs the City Clerk to publish a summary of this Ordinance. The summary shall consist of the title of this Ordinance. The City Council directs the City Clerk to publish a copy of this Ordinance on the City's website.
9. **Effective Date.** The effective date of the annexation is June 30, 2022.

Passed by the City Council of East Wenatchee, at a regular meeting thereof  
on this \_\_\_\_\_ day of \_\_\_\_\_,  
2022.

The City of East Wenatchee,  
Washington

By \_\_\_\_\_  
Jerrilea Crawford, Mayor

Authenticated:

\_\_\_\_\_  
Maria Holman, City Clerk

Approved as to form only:

\_\_\_\_\_  
Sean Lewis, Assistant City Attorney

Filed with the City Clerk:	<u>4/27/2022</u>
Passed by the City Council:	_____
Published:	_____
Effective Date:	<u>6/30/2022</u>

**Summary of  
City of East Wenatchee, Washington  
Ordinance No. 2022-12**

On the \_\_\_\_\_ day of \_\_\_\_\_, 2022,  
the City Council of the City of East Wenatchee, Washington approved  
Ordinance No. 2022-12, the main point of which may be summarized by its  
title as follows:

An Ordinance of the City of East Wenatchee approving an Interlocal  
Agreement between Douglas County and the City of East Wenatchee for the  
North-South Annexation providing for severability and an effective date.

The full text of this Ordinance will be mailed upon request.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Maria Holman, City Clerk