

OKANOGAN COUNTY
RESOLUTION 67 – 2023

A resolution authorizing entering into an interlocal agreement with the Town of Twisp for the annexation of Parcels 3322160005 and 3322170359 (as described in Exhibit A of the interlocal agreement) for the purpose of a planned development for residential uses utilizing Town of Twisp utilities.

WHEREAS, the Parties are public agencies which agree to enter into this agreement pursuant to Chapter 39.34 RCW, the Washington Interlocal Cooperation Act, and

WHEREAS, the County has enacted Chapter 17A.200 of the Okanogan County Code and Twisp has enacted Chapter 18.45 of the Twisp Municipal Code, which both relate to the application, reviewing and processing of planned developments within each of the Parties' respective jurisdictions, and

WHEREAS, Milltown Twisp, LLC, a Washington limited liability company ("Milltown") is the record owner of certain real property consisting of a parcel of land of approximately 6.88 acres and legally described in Exhibit A attached hereto and incorporated herein as though fully set forth ("the Property"), and

WHEREAS, the Property is contiguous to the present corporate boundaries of Twisp, and is within the Twisp urban growth area. Milltown has requested that Twisp annex the Property into the corporate limits of Twisp and have plans and intentions of developing the Property for residential purposes using Twisp's utility services, and

WHEREAS, Twisp and Milltown entered into a Pre-annexation Agreement dated February 21, 2023, which requires that as a condition of annexation, the Property must be developed as a planned development ("PD") to ensure the Property is developed according to Twisp's Comprehensive Plan, Twisp development standards and zoning requirements contained within the Twisp Municipal Code, and

WHEREAS, Milltown also owns an adjacent parcel of property that is contiguous to the Property which lies within the corporate boundaries of Twisp ("Adjacent Property"), and it is the intent of Milltown to develop the Adjacent Property and the Property together to provide continuity for the overall project, and

WHEREAS, because the Adjacent Property lies within the corporate boundaries of Twisp, and the Property lies within the County, developing the properties as separate projects would require adherence to different and possibly conflicting regulations and requirements of Twisp and the County, and

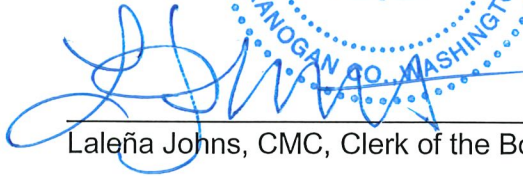
WHEREAS, because Milltown has requested annexation of the Property into the Twisp corporate boundaries, and because Twisp desires to allow such annexation, provided that Milltown follows the procedures set forth in the Pre-annexation Agreement, and because of the differing regulations and requirements of the Parties, it will streamline the development process of the project if one entity was the lead agency for the purposes of the application, reviewing and processing of the PD for the overall project consisting of the Property and Adjacent Property;

NOW, THEREFORE, BE IT RESOLVED in consideration of the mutual covenants and conditions contained herein, that Okanogan County hereby adopts the interlocal agreement for the annexation of the Milltown property as described in Exhibit A of the interlocal agreement and authorizes the Chairman and members of the Okanogan County Board of County Commissioners to sign said agreement which is attached hereto.

DATED at Okanogan, Washington this 20th day of June, 2023.

ATTEST:




Laleña Johns, CMC, Clerk of the Board

**BOARD OF COUNTY COMMISSIONERS
OKANOGAN, WASHINGTON**


Chris Branch, Chairman

ABSENT
Andy Hover, Vice-Chair


Jon Neal, Member

INTERLOCAL AGREEMENT

This Interlocal Agreement ("Agreement") is made and entered into this _____ day of June, 2023, by and between the Town of Twisp, a Washington municipal corporation ("Twisp"), and the County of Okanogan, a Washington municipal corporation ("County"), and collectively referred to as the "Parties".

RECITALS

- A. The Parties are public agencies which agree to enter into this Agreement pursuant to Chapter 39.34 RCW, the Washington Interlocal Cooperation Act.
- B. The County has enacted Chapter 17A.200 of the Okanogan County Municipal Code and Twisp has enacted Chapter 18.45 of the Twisp Municipal Code, which both relate to the application, reviewing and processing of planned developments within each of the Parties' respective jurisdictions.
- C. Milltown Twisp, LLC, a Washington limited liability company ("Milltown") is the record owner of certain real property consisting of a parcel of land of approximately 6.88 acres and legally described in **Exhibit A** attached hereto and incorporated herein as though fully set forth ("the Property").
- D. The Property is contiguous to the present corporate boundaries of Twisp, and is within the Twisp urban growth area. Milltown has requested that Twisp annex the Property into the corporate limits of Twisp and have plans and intentions of developing the Property for residential purposes using Twisp's utility services.

- E.** Twisp and Milltown entered into a Pre-annexation Agreement dated February 21, 2023, which requires that as a condition of annexation, the Property must be developed as a planned development ("PD") to ensure the Property is developed according to Twisp's Comprehensive Plan, Twisp development standards and zoning requirements contained within the Twisp Municipal Code.
- F.** Milltown also owns an adjacent parcel of property that is contiguous to the Property which lies within the corporate boundaries of Twisp ("Adjacent Property"), and it is the intent of Milltown to develop the Adjacent Property and the Property together to provide continuity for the overall project.
- G.** Because the Adjacent Property lies within the corporate boundaries of Twisp, and the Property lies within the County, developing the properties as separate projects would require adherence to different and possibly conflicting regulations and requirements of Twisp and the County.
- H.** Because Milltown has requested annexation of the Property into the Twisp corporate boundaries, and because Twisp desires to allow such annexation, provided that Milltown follows the procedures set forth in the Pre-annexation Agreement, and because of the differing regulations and requirements of the Parties, it will streamline the development process of the project if one entity was the lead agency for the purposes of the application, reviewing and processing of the PD for the overall project consisting of the Property and Adjacent Property.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Parties agree as follows:

AGREEMENT:

1. **Purpose.** The purpose of this Agreement is to set out a procedure for the application, reviewing and processing of a PD to be located within the Property and Adjacent Property by Milltown, and to delegate the responsibilities between the Parties in reviewing and processing such PD.
2. **Lead Agency Designation.** The Parties agree that Twisp shall be the lead agency designated for all the State Environmental Policy Act ("SEPA") procedures required for the PD.
3. **Jurisdiction.** The County does hereby delegate the jurisdiction over the Property to Twisp, to review and process the PD as part of the application process, up to and including possible preliminary approval of the PD, and if such preliminary approval is granted by Twisp, Twisp shall annex the Property into the corporate boundaries pursuant to the terms of the Pre-annexation Agreement.
4. **PD Application Processing and Appeals.** The Parties agree that the PD application for the Property and the adjacent property shall be reviewed and processed by Twisp pursuant to Chapter 18.45 of the Twisp Municipal Code. Any appeals of the PD or SEPA process shall be the responsibility of Twisp.
5. **Duration.** This Agreement shall take effect upon approval of the Parties and recording with the Okanogan County Auditor or publication on the Parties' websites, and shall continue in full force and effect until the effective date of the annexation of the Property into the corporate boundaries of Twisp, unless terminated sooner pursuant to paragraph 6.

6. **Termination.** This Agreement may be terminated in its entirety at any time unilaterally by Twisp providing written notice to the County or by mutual written agreement of the Parties.

7. **Administration, No Separate Entity Created.** Twisp shall be responsible for the administration, reviewing and processing of the PD as described in this Agreement. No separate legal entity is created hereby.

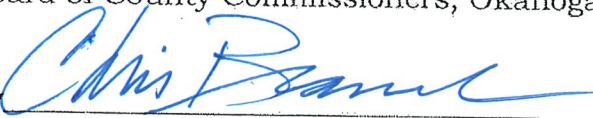
8. **Indemnification.** Twisp shall defend, indemnify and hold the County, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorney's fees, arising out of or resulting from the acts, errors or omissions of Twisp, in performance of this Agreement, except for injuries and damages caused by the negligence of the County.

9. **Integrated Agreement.** This Agreement constitutes the entire agreement of the Parties regarding the application, reviewing and processing of the PD for the Property, and supersedes all oral or written agreements or negotiations between the Parties, which are hereby deemed void and are of no force or affect.

DATED the day and year first above written.

APPROVED by the County Commissioners of Okanogan County, Washington, in an open public meeting on the 20th day of June, 2023.

Board of County Commissioners, Okanogan, Washington:

By 
Chris Branch, Chairman

By 
Andy Hover, Vice Chair

By Jon Neal
Jon Neal, Member

ATTEST:

Lalena Johns
Lalena Johns, Clerk of the Board



APPROVED AS TO FORM:

By Esther Milner
Esther Milner, Chief Civil Deputy

APPROVED by the Town Council of the Town of Twisp, Washington, at an open public meeting on the _____ day of _____, 2023.

Town of Twisp:

By _____
Soo Ing-Moody, Mayor

ATTEST:

Randy Kilmer, Town Clerk-Treasurer

APPROVED AS TO FORM:

By _____
W. Scott DeTro, Town Attorney

EXHIBIT A
MILLTOWN TWISP, LLC

LEGAL DESCRIPTIONS FOR PROPERTIES BEING ANNEXED INTO THE
TOWN OF TWISP

Parcel # 3322160005

Legal description: TAX 5 PT W1/2 SW

ALL THAT PART OF THE WEST 247 FEET OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 33 NORTH, RANGE 22 EAST, W.M., LYING AND BEING SOUTH OF THE MAIN CANAL OF THE METHOW VALLEY IRRIGATION DISTRICT AS THE SAME NOW EXISTS OVER AND ACROSS SAID SUBDIVISION AND LYING NORTH OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WEST BOUNDARY OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, 83.7 FEET SOUTH OF THE NORTHWEST CORNER OF SAID SUBDIVISION AND RUNNING THENCE SOUTH 50 DEGREES EAST TO THE EAST BOUNDARY OF SAID SUBDIVISION;

ALSO THAT PORTION OF THE WEST 247 FEET OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 33 NORTH, RANGE 22 EAST W.M., LYING BETWEEN THE METHOW VALLEY HIGHWAY AND THE OLD METHOW VALLEY STATE HIGHWAY;

TOGETHER WITH THAT PORTION OF THE VACATED METHOW VALLEY HIGHWAY (OLD STATE HIGHWAY) ADJOINING, WHICH UPON VACATION, ATTACHED TO SAID PROPERTY BY OPERATION OF LAW;

Parcel # 3322170359

Legal description: TAX 359 PT NE SE N/HWY MH-5848

THAT PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 33 NORTH, RANGE 22 EAST, W.M., OKANOGAN COUNTY, WASHINGTON FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER MARKED BY AN ORIGINAL STONE;
THENCE SOUTHEAST 00°04'00" ALONG THE EASTERLY BOUNDARY LINE OF SAID SUBDIVISION FOR 714.15 FEET, MORE OR LESS TO THE SOUTHERLY RIGHT OF WAY LINE OF THE METHOW VALLEY IRRIGATION DITCH AND THE TRUE POINT OF BEGINNING;
THENCE FROM SAID TRUE POINT OF BEGINNING, CONTINUING ALONG SAID EAST BOUNDARY LINE SOUTHEAST 00°04'00" FOR 264.00 FEET TO THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF STATE HIGHWAY NO. 20;
THENCE TURNING RIGHT AND FOLLOWING SAID RIGHT OF WAY LINE ALONG A CURVE TO THE LEFT WITH A RADIAL BEARING OF SOUTHWEST 22°33'43", A RADIUS OF 5,790.00 FEET, A DELTA ANGLE OF 03°45'34" FOR A LENGTH OF 379.92 FEET;
THENCE NORTHEAST 18°48'08" FOR 10.00 FEET;
THENCE CONTINUING ALONG A CURVE TO THE LEFT WITH A RADIAL BEARING OF SOUTHWEST 18°48'08", A RADIUS OF 5,800.00 FEET, A DELTA ANGLE OF 03°16'06" FOR A LENGTH OF 330.84 FEET;

THENCE LEAVING SAID RIGHT OF WAY LINE NORTHEAST $33^{\circ}06'00''$ FOR 112.40 FEET;
THENCE NORTHWEST $60^{\circ}25'09''$ FOR 177.85 FEET TO A POINT DESIGNATED AS POINT "A";
THENCE NORTHEAST $19^{\circ}55'48''$ FOR 98.65 FEET;
THENCE NORTHEAST $52^{\circ}05'55''$ FOR 119.47 FEET;
THENCE NORTHEAST $27^{\circ}22'17''$ FOR 90.75 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF THE
METHOW VALLEY IRRIGATION DITCH;
THENCE ALONG SAID RIGHT OF WAY LINE SOUTHEAST $46^{\circ}37'27''$ FOR 172.93 FEET;
THENCE SOUTHEAST $58^{\circ}20'55''$ FOR 547.28 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS 20 FEET IN WIDTH THE CENTERLINE OF
WHICH BEING DESCRIBED AS FOLLOWS:

COMMENCING AT POINT "A", AS DESCRIBED ABOVE;
THENCE SOUTHEAST $60^{\circ}25'09''$ 119.74 FEET TO THE POINT OF BEGINNING;
THENCE SOUTHEAST $05^{\circ}40'19''$ 60.62 FEET;
THENCE ALONG A CURVE TO THE RIGHT, HAVING A DELTA ANGLE OF $90^{\circ}22'20''$, A RADIUS OF 50
FEET FOR A LENGTH OF 78.86 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF STATE HIGHWAY
NO. 20 AND THE TERMINUS OF SAID CENTERLINE.

SITUATE IN THE COUNTY OF OKANOGAN, STATE OF WASHINGTON.