



**MONROE CITY COUNCIL**  
Transportation/Planning, Parks & Recreation,  
and Public Works (P3) Committee Meeting  
Tuesday, September 22, 2020, 7:00 P.M.  
Zoom Online Meeting Platform

**2020 Committee**  
Councilmembers  
Ed Davis  
Jeff Rasmussen  
Heather Rousey

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## **AGENDA**

### **CALL TO ORDER**

1. Virtual Participation Information

The City Council meeting will be held virtually via Zoom Meeting. Due to the COVID-19 pandemic, and Proclamation 20-28.11 issued by Governor Jay Inslee, in-person attendance is not permitted at this time.

Join Zoom Meeting:

- Click link:  
<https://us02web.zoom.us/j/89817485087?pwd=YURsMUVjOGRMVHN1ZlFWMEdzSXVIQT09>
- Dial in: (253) 215-8782
- Meeting ID: 898 1748 5087
- Password: 731430

### **ROLL CALL**

### **APPROVAL OF MINUTES**

1. [Meeting Minutes of September 22, 2020](#)

### **NEW BUSINESS**

1. [2018 State Building Code Update \(S. Criswell\)](#)
2. [Resolution Accepting Notice of Intention to Commence Annexation; Monroe Woodlands \(B. Swanson\)](#)
3. [Resolution Accepting Notice of Intention to Commence Annexation; Monroe Estates \(B. Swanson\)](#)
4. [2020-2021 Comprehensive Plan Docket \(S. Restall\)](#)
5. [North Kelsey Design Guidelines Amendment \(B. Swanson\)](#)

### **NEXT COMMITTEE MEETING**

1. January 26, 2020

Discussion Items:

- Selection of 2021 Chair
- Confirm Regular Meeting Date/Time
- Draft 2021 Work Plan

### **ADJOURNMENT**



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## MINUTES

### CALL TO ORDER

A regular meeting of the Monroe City Council Transportation/Planning, Parks & Recreation, and Public Works (P3) Committee was held on September 22, 2020, via Zoom. Due to the COVID-19 pandemic, and Proclamation 20-28 issued by Governor Jay Inslee, in-person attendance is not permitted at this time. The Meeting was called to order by Councilmember Rousey at 6:04 p.m.

Committee Present: Councilmembers Davis and Rousey  
Mayor Present: Yes  
Staff Present: Pfister, Hasart, Knight, Feilberg, Roberts, and Peterson

### APPROVAL OF MINUTES

1. Meeting Minutes of July 28, 2020

Councilmember Davis moved to approve the meeting minutes of July 28, 2020. The motion was seconded by Councilmember Rousey. On vote, motion carried 2-0.

### NEW BUSINESS

1. Solid Waste Contract Renewal (B. Feilberg)

Brad Feilberg, Director of Public Works, provided background on the agenda item; reviewed the contract terms; and reviewed the termination notice requirements.

Discussion ensued related to the following topics:

- Current customer service status
- Previous customer service concerns
- Senior and low-income discounts
- Yard waste sustainability surcharge
- Cedar Grove

There were no concerns by the Committee with the current level of service. Mr. Feilberg will present at an upcoming City Council meeting.

### NEXT COMMITTEE MEETING

1. October 27, 2020

Discussion Items:

- Tour WWTP – will be postponed until after COVID-19
- International Building Code Adoption
- Code Enforcement Amendments
- Affordable Housing Code
- Annual Comp Plan Amendments
- North Kelsey Planning & Design Guidelines



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### **ADJOURNMENT**

There being no further business, Councilmember Davis moved to adjourn the meeting; the motion was seconded by Councilmember Rousey. On vote, motion carried 2-0.

The meeting adjourned at 6:21 p.m.



**MONROE CITY COUNCIL**

Transportation/Planning, Public Works, and Parks  
& Recreation Committee Meeting  
Tuesday, October 27, 2020, 6 P.M.

**2020 Committee**  
Councilmembers  
Heather Rousey  
Ed Davis  
Jeff Rasmussen

<b>SUBJECT:</b>	<b>2018 State Building Code Update</b>
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<b>DATE:</b>	<b>DEPT:</b>	<b>CONTACT:</b>	<b>PRESENTER:</b>	<b>ITEM:</b>
10/27/2020	Community Development	Stacy Criswell	Stacy Criswell	New Business #1

**Discussion:** 10/27/2020  
**Attachments:** 1. Draft MMC Chapter 15.04

**REQUESTED ACTION:** Discuss local adoption of the new 2018 International Building Codes scheduled to be adopted Statewide on February 1, 2021.

**POLICY CONSIDERATIONS**

*Per Title 51 of the Washington Administrative Code (WAC), all jurisdictions in the State of Washington are required to adopt and enforce the State Building Codes by local ordinances. Any Jurisdiction is further allowed to amend the State Building Codes, provided the amendments do not reduce the minimum performance standards of the codes.*

**DESCRIPTION/BACKGROUND**

What are commonly referred to as the “Building Codes” are a series of documents updated every three years by the International Code Council (ICC) and the International Association of Plumbing and Mechanical Officials. The “Building Codes” are designed to work together for the protection of life and property.

The most recent additions were published in 2018. Following publication, the Washington State Building Code Council review and amend these documents and then adopt the new “Building Code” for all jurisdictions within the State of Washington to be effective July 1, 2020. Due to COVID-19, the mandatory adoption date has been delayed twice. It is now scheduled to be adopted statewide on February 1, 2021.

The State of Washington is very active in the code development process, and once completed, requires each jurisdiction to adopt these minimum standards by local ordinance. Each jurisdiction is allowed to further modify the codes as long as the amendments do not lessen the minimum requirements.

The State of Washington, in Title 51 of the WAC, will be adopting the 2018 editions of the following:

- International Building Code;
- International Existing Building Code;
- International Mechanical Code;
- International Fuel Gas Code;
- Uniform Plumbing Code;
- International Residential Code;
- International Fire Code;
- Washington State Energy Code (Both Residential and Commercial);
- International Swimming Pool & Spa Code.

Included with the International Residential Code adoption is Appendix Q for Tiny Homes. This is the first time Tiny Homes are being addressed in the model codes.

Local amendments being proposed include:

- Cleaning up outdated language.
- Providing consistency throughout codes for notice of violations and appeals.
- Changing the total life of building, plumbing and mechanical permits to two years instead of them expiring 180 days since last inspection (not to include public works or fire permits)
- Properly adopting by reference the International Existing building Code, International Fuel Gas Code and the International Swimming Pool and Spa Code.
- Cleaning up the permit exemption for accessory structures under 200sf.
- Spelling out racking/shelving requirements.
- Providing a definition for “same common atmosphere” to reduce confusion on when duct detectors are required.
- Amending food waste disposers and dishwasher requirements to align with our waste water treatment plant requirements.
- Adopt appendixes in the fire code to establish fire access road requirements, hazard ranking, hazardous materials management plan and inventory statement instructions and fire protection systems requirements for non-compliant conditions.

## Chapter 15.04 BUILDING CODE

Sections:

- 15.04.010 Title.
- 15.04.020 Purpose.
- 15.04.030 Code adoption.
- 15.04.040 Referenced codes.
- 15.04.050 Building and life safety office established.
- 15.04.060 State Building Code Act adopted.
- 15.04.065 Requirements for factory-built structures.
- 15.04.070 State Building Code adoption and amendment of the ~~((2015))~~**2018** Edition of the International Building Code, Chapter 51-50 WAC, adopted.
- 15.04.075 State Building Code adoption and amendment of the 2018 Edition of the International Existing Building Code, Chapter 51-50 WAC, adopted**
- 15.04.080 State Building Code adoption and amendment of the ~~((2015))~~**2018** Edition of the International Mechanical Code, Chapter 51-52 WAC, adopted.
- 15.04.085 State Building Code adoption and amendment of the 2018 Edition of the International Fuel Gas Code, Chapter 51-52 WAC, adopted**
- 15.04.090 State Building Code adoption and amendment of the ~~((2015))~~**2018** Edition of the Uniform Plumbing Code, Chapter 51-56 WAC, adopted.
- 15.04.100 State Building Code adoption and amendment of the ~~((2015))~~**2018** Edition of the International Residential Code, Chapter 51-51 WAC, adopted.
- 15.04.110 State Building Code adoption and amendment of the ~~((2015))~~**2018** Edition of the International Fire Code, Chapter 51-54A, adopted.
- 15.04.120 ~~((Uniform Code for the Abatement of Dangerous Buildings adopted))~~ **Adoption and amendments of the 2018 International Property Maintenance Code.**
- 15.04.130 International Energy Conservation Code adopted.
- 15.04.145 ~~((Repealed))~~ **State Building Code adoption and amendment of the 2018 Edition of the International Swimming Pool and Spa Code, Chapter 51-50 WAC, adopted**
- 15.04.150 Approval of application and appeals.
- 15.04.160 Disclaimer of liability.
- 15.04.180 Permit issuance prerequisite – Private sewage disposal permit.
- 15.04.190 Fees.
- 15.04.200 Violation – Penalty – Effective.

15.04.010 Title.

This chapter shall be known as the “Monroe city building code” and it will hereinafter be referred to as “this code.”

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#### 15.04.020 Purpose.

The purpose of this chapter is to provide for and promote the health, safety, and welfare of the general public, and not to create or to otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of this chapter.

#### 15.04.030 Code adoption.

The codes set out in this chapter are hereby adopted as the codes of the city of Monroe for regulating the erection, construction, enlargement, alteration, repair, moving, removal, demolition, conversion, occupancy, equipment, use, height, area and maintenance of all buildings or structures in the city of Monroe providing for issuance of permits and collection of fees therefor; and each and all of the regulations, provisions, conditions and terms of such codes.

#### 15.04.040 Referenced codes.

A. *Referenced Codes.* Where the following codes are referenced within any of the codes adopted and amended in this title, they shall be substituted as follows:

1. The International Plumbing Code has not been adopted and references thereto shall mean the “Uniform Plumbing Code” as adopted and amended in this chapter.
2. The International Private Sewage Code has not been adopted and references thereto shall be disregarded.
3. The International Electrical Code has not been adopted and references thereto shall mean the “National Electrical Code” as adopted and amended in this title.

B. *Copies of Codes on File.* The city clerk shall maintain on file, for reference by the general public, not less than one copy of the following codes and state statutes and regulations, or parts thereof, as herein adopted by reference, together with the amendments and supplements thereto herein made a part of this chapter. The copy of codes on file may be placed by the city clerk in the custody of the office of the building official in order to make them more readily available for inspection and use by the general public:

1. The International Energy Conservation Code, Commercial and Residential, published by the International Code Council, ((2015))**2018** Editions;
  2. The International Building Code, published by the International Code Council, ((2015))**2018** Edition;
  3. The International Existing Building Code, published by the International Code Council, ((2015))**2018** Edition;
  4. The International Residential Code, published by the International Code Council, ((2015))**2018** Edition;
  5. The International Mechanical Code, published by the International Code Council, ((2015))**2018** Edition;
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6. The International Fuel Gas Code, published by the International Code Council, (~~(2015)~~)**2018** Edition;
7. The International Fire Code, published by the International Code Council, (~~(2015)~~)**2018** Edition;
8. The Uniform Plumbing Code, and standards, published by the International Association of Plumbing and Mechanical Officials, (~~(2015)~~)**2018** Edition;
9. (~~The Uniform Code for the Abatement of Dangerous Buildings, published by the International Code Council, 1997 Edition;~~) **The International Property Maintenance Code, published by the International Code Council, 2018 Edition;**

**10. The International Swimming Pool and Spa Code, published by the International Code Council, 2018 Edition;**

- ~~((40))~~11. The State Building Code, Chapter [19.27](#) RCW;
- ~~((44))~~12. All amendments, supplements, modifications, exclusions, exemptions, and additions to the codes identified in subsections ~~(B)(1)~~ through ~~(10)~~ of this section (“codes”) adopted by the Washington State Building Code Council, and published in Chapter [19.27](#) RCW and WAC Title [51](#), including but not limited to Chapters [51-11C](#), [51-50](#), [51-51](#), [51-52](#), [51-54A](#), and [51-56](#) WAC.

**15.04.050 Building and life safety office established.**

There is established in the city the building and life safety office that shall be under the administration and operational control of the code official as appointed by the mayor. References to the “department of building safety,” “department of mechanical inspection,” “department of inspection,” or “department of fire prevention” in the codes adopted or referenced herein shall mean the building and life safety office.

References to the “building official,” “code official,” “authority having jurisdiction,” or “fire code official” in the codes adopted and referenced herein shall mean the code official or designee.

**15.04.060 State Building Code Act adopted.**

The State Building Code Act, Chapter [19.27](#) RCW, is hereby adopted by reference.

**15.04.065 Requirements for factory-built structures.**

The city of Monroe building code requirements for factory-built (modular and mobile) structures six hundred square feet or less are as follows:

A. Manufactured office (modular and mobile) structures and storage units bearing the appropriate seal of the State of Washington Department of Labor and Industries may be placed on lots in Monroe for nonresidential uses if the following criteria have been met:

1. The maximum size of a unit shall be six hundred square feet;
2. The structure shall be anchored in accordance with all requirements of the Department of Labor and Industries;
3. Only two commercial structures shall be placed on a lot. Multiple mini-storage units may be placed on a commercial lot;
4. The site shall be capable of meeting all other requirements of the city zoning code (i.e., parking, setbacks, use, ((ADA))accessibility, access and parking, etc.); and
5. If water and sewer service is required by the applicable codes, the structure shall be connected as if they were IBC structures.

15.04.070 State Building Code adoption and amendment of the ((2015))2018 Edition of the International Building Code, Chapter 51-50 WAC, adopted.

The State Building Code adoption and amendment of the ((2015))2018 Edition of the International Building Code, Chapter 51-50 WAC, together with amendments and/or additions thereto, are hereby adopted by reference. Chapter 51-50 WAC is amended to include the following new and amended provisions. In the event of any conflict between any provision of the IBC and this section, the provisions of this section shall apply. New sections or subsections shall be deemed deleted from the IBC and the amended provisions inserted in their place in accordance with the direction of this section.

A. IBC Section 101.1 Amended. Section 101.1 ((of the IBC)) is hereby amended to read as follows:

101.1 Title. These regulations shall be known as the Building Code of the City of Monroe, hereinafter referred to as “IBC” or “this code.”

~~((B. IBC Section 101.2.2 Added. A new Section 101.2.2 is hereby added to the IBC to read as follows:~~

~~101.2.2 Existing Buildings. Existing buildings undergoing repair, alterations or additions and change of occupancy shall be permitted to comply with the International Existing Building Code.))~~

~~((C))~~**B.** IBC Section 105.2 Amended. Section 105.2 ((of the IBC)) is hereby amended **to read** as follows:

~~((1. The subsection entitled “Building” is amended **to read** as follows:~~

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a. ~~Subsection 105.2(1) is hereby amended to read as follows:))~~

**Building:**

**1. One-story detached accessory structures, ((accessory to a one or two family dwelling, used as tool and storage sheds, patio covers, playhouses, tree supported structures used for play and similar uses, gazebos, hot tub enclosures and similar uses provided the floor area does not exceed 200 sf.)) provided that the floor area does not exceed 200 square feet.** Accessory buildings must **meet required zoning setbacks**, be considered to be portable, and may not be constructed on permanent foundations such as poured-in-place concrete footings or poured-in-place concrete poles or posts.

**2. Fences not over 6 feet high.**

**13. Non-fixed and movable fixtures, cases, racks, counters and partitions not over 5 feet 9 inches in height.**

**a. For fixtures/racks 6 feet or more in height, you are required to provide seismic connection details with your plan and permit application.**

**b. For fixtures/racks 8 feet or more in height, you are required to provide plans and calculations stamped by a Washington State Engineer with your permit application.**

2. The subsection entitled "Electrical" is hereby ~~((deleted))~~**repealed.**

**C. IBC Section 105.5 Amended. Section 105.5 is hereby amended to read as follows:**

**105.5 Expiration. Every building permit issued shall become null and void two years after the date of issuance. The building official is authorized to grant, in writing, a onetime 30 day extension when only the final inspection is remaining and all other work has been approved. The extension shall be requested in writing and justifiable cause demonstrated before the expiration.**

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D. IBC Section 109.2 (~~(Amended)~~) **Repealed and replaced**. Section 109.2 (~~(of the IBC)~~) is hereby (~~(amended)~~) **repealed and replaced** to (~~(provide)~~) **read** as follows:

109.2 Schedule of permit fees. On buildings, structures, gas, mechanical, and plumbing systems or alterations requiring a permit, a fee for each permit shall be paid as required, in accordance with the periodic fee resolution of the Monroe City Council and Table 1-A and Table 103.4.2(A) thereto.

Plan Review Fees. When submitted documents are required, a plan review fee shall be paid at the time of submitting the submittal documents for plan review. Said plan review fee shall be 75 percent of the building permit fee as shown in Table 1-A of the Monroe Fees Resolution. The plan review fees specified in this section are separate from and in addition to the permit fees. When submittal documents are incomplete or changed so as to require additional plan review or when the project involves deferred submittal items (~~(as defined in Section 107.3.4.2)~~), an additional plan review fee shall be charged at the rate shown in Table 1-A of the Monroe Fees Resolution.

E. IBC Section 109.3 (~~(Amended)~~) **Repealed and replaced**. Section 109.3 (~~(of the IBC)~~) is hereby (~~(amended)~~) **repealed and replaced** to (~~(provide)~~) **read** as follows:

~~((Table of valuations. Building Valuation Data—Square Foot Construction Costs Table (latest edition) from the Building Safety Journal published by ICC.))~~ **109.3 Building permit valuations. Permit valuations shall include the total value of the work, including materials and labor for which the permit is being issued, such as electrical, gas, mechanical, plumbing equipment and permanent systems. The building official may use the latest edition of the Building Valuation Data Table published by ICC in determining the value. Final building permit valuation shall be set by the building official.**

F. IBC Section 109.6 (~~(Amended)~~) **Repealed and replaced**. Section 109.6 (~~(of the IBC)~~) is hereby (~~(amended)~~) **repealed and replaced** to read as follows:

109.6 Refunds. The building official may authorize the refund of fees paid upon filing of a written application by the original permittee not later than 180 days after the date of fee payment, as follows:

1. 100% of any fee erroneously paid or collected;
2. Up to 80% of the permit fee paid when no work has been done under a permit issued in accordance with the periodic fee resolution of the Monroe City Council; or
3. Up to 80% of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan review is performed.
4. The request for a refund must be in writing, prior to the expiration date of the 180 day plan review period, or the expiration date of the building permit, and with justifiable cause.

G. IBC Section 111.3 Amended. ~~((IBC))~~Section 111.3 is hereby amended ~~((by adding the following sentence to the end of the subsection))~~**to read as follows:**

**The building official is authorized to issue a temporary certificate of occupancy before the completion of the entire work covered by the permit, provided that such portion or portions shall be occupied safely. The building official shall set a time period during which the temporary certificate of occupancy is valid.**  
The fee for a Temporary Certificate of Occupancy shall be as set by periodic fee resolution of the Monroe City Council.

H. IBC Section 113 ~~((Amended))~~**Repealed and replaced.** Section 113 ~~((of the IBC))~~is hereby ~~((amended to provide))~~**repealed and replaced to read** as follows:

Section 113 – APPEALS.

113.1 Appeals. All appeals of orders, decisions, interpretations or determinations made by the building official relative to the application and interpretation of the IBC shall be to the City of Monroe Hearing Examiner in accordance with Chapter [2.34](#) MMC. The Hearing Examiner shall have no authority to waive requirements of this code.

113.2 Limitations on authority. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply or an equally good or better form of construction is proposed. The hearing examiner shall have no authority to waive requirements of this code.

I. IBC Section 114.2 ~~((Amended))~~**Repealed and replaced.** ~~((Subsection))~~**Section** 114.2 is hereby ~~((amended to provide))~~**repealed and replaced to read** as follows:

114.2 ~~((Code Enforcement))~~**Notice of violation.** Enforcement of violations of this code shall be in accordance with Chapter [1.04](#) of the Monroe Municipal Code. **Signs, tags, or seals posted or affixed by the building official shall not be mutilated, destroyed, tampered with, or removed without authorization from the building official. The fine for the removal, mutilation, destruction of, or tampering with said notice, sign, tags, or seals shall be as set forth in the Monroe Municipal Code, Section [15.04.200](#).**

J. IBC Section 114.3 ~~((Deleted))~~**Repealed.** ~~((Subsection))~~**Section** 114.3 is ~~((deleted))~~**hereby repealed** in its entirety.

K. IBC Section 114.4 ~~((Deleted))~~**Repealed.** ~~((Subsection))~~**Section** 114.4 is ~~((deleted))~~**hereby repealed** in its entirety.

L. IBC Section 115.2 Amended. ~~((IBC))~~Section 115.2 is hereby amended ~~((by adding the following sentence to the end of the section))~~**to read as follows:**

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115.2 Issuance. **The stop work order shall be in writing and shall be given to the owner of the property involved, the owner’s authorized agent or the person performing the work. Upon issuance of a stop work order, the cited work shall immediately cease. The stop work order shall state the reason for the order and the conditions under which the cited work will be permitted to resume.** There shall be a fee imposed for issuance of a Stop Work Order in the amount set by periodic fee resolution of the Monroe City Council.

M. IBC Section 115.4 ((Added))**Adopted.** A new ((Subsection))**Section** 115.4 ((of the IBC))is hereby ((added))**adopted** to read as follows:

115.4 Unauthorized tampering. Signs, tags, or seals posted or affixed by the building official shall not be mutilated, destroyed, tampered with, or removed without authorization from the building official. The fine for the removal, mutilation, destruction of, or tampering with said notice, sign, tags, or seals shall be as set forth in the Monroe Municipal Code, Section [15.04.200](#).

~~((N. IBC Section 202 Amended. Definitions of substantial damage and substantial improvement are hereby amended as follows:~~

~~SUBSTANTIAL DAMAGE. Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the assessed value of the structure before the damage occurred.~~

~~SUBSTANTIAL IMPROVEMENT. Any repair, reconstruction, rehabilitation, addition or improvement of a building or structure, the cost of which equals or exceeds 50 percent of the assessed value of the structure before the improvement or repair is started. If the structure has sustained substantial damage, any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include any project for improvement of a building required to correct existing health, sanitary or safety code violations identified by the code official and that are the minimum necessary to assure safe living conditions. Any alteration of a historic structure provided that the alteration will not preclude the structure’s continued designation as a historic structure.))~~

~~((O))~~**N.** IBC ((Subsection))**Section** ((501-2))**502.1** Amended. ((Subsection))**Section** ((501-2))**502.1** ((of the IBC))is hereby amended to read as follows:

[F] ((501-2))**502.1** Address identification. New and existing buildings shall be provided with approved address numbers or letters. The size of each character shall be as specified in Table ((501-2))**502.1**. They shall be installed on a contrasting background and be plainly visible from the street or road fronting the property. When required by the code official, address numbers shall be provided in additional approved locations to facilitate emergency response. Where access is by means of a private road and the building address cannot be viewed

from the public way, a monument, pole or other approved sign or means shall be used to identify the structure. Address numbers shall be maintained.

**Table ((501.2))502.1 Address Numbering Size Table**

DISTANCE FROM STREET OR ROAD	MINIMUM SIZE
0 – 50 feet	6" H x 3/4" Stroke Width
51 – 150 feet	8" H x 1" Stroke Width
151 – 200 feet	10" H x 1 1/4" Stroke Width
201 feet and farther	12" H x 1 1/2" Stroke Width

((P))**O.** IBC Section [F] 903.2.13 ((Added))**Adopted.** A new Section [F] 903.2.13 ((of the IBC))is hereby ((added))**adopted** to read as follows:

[F] 903.2.13 Other sprinkler requirements. In addition to the requirements of Section 903.2, approved automatic fire sprinkler systems shall be installed throughout all buildings and structures described in this Section 903.2.13. For the purposes of this ((Section 903.2.13))**code**, fire walls, fire barriers, fire partitions and fire-resistance-rated horizontal assemblies do not constitute separate buildings.

1. In all new buildings and structures with an Occupancy Classification assigned under the IBC and with a gross floor area of five thousand or greater square feet, regardless of type or use.

Exceptions: Spaces or areas in telecommunications buildings used exclusively for telecommunications equipment, associated electrical power distribution equipment, batteries and standby engines, provided those spaces or areas are equipped throughout with an automatic fire alarm system and are separated from the remainder of the building by fire barriers consisting of not less than 1-hour fire-resistance-rated walls and 2-hour fire-resistance-rated floor/ceiling assemblies.

2. In existing buildings with a gross floor area of ten thousand or greater square feet undergoing additions, repairs, reconstruction, or improvements exceeding sixty percent of the assessed value of such building or structure.

((Q))**P.** IBC Section [F] 903.3.7 ((Added))**Adopted.** A new ((Subsection))**Section** [F] 903.3.7 ((of the IBC))is hereby ((added))**adopted** to read as follows:

[F] 903.3.7 Fire department connections. Fire department connections shall be installed remote from the building in an approved location. Fire department connections shall be installed outside the collapse zone of the structure, and within 50 feet of a fire hydrant. The fire department connection shall be a 4" Storz connection with a 30-degree down angle installed in accordance with City of Monroe standards.

~~((R))~~**Q.** IBC Section [F] ~~((903.3.8 Added))~~**903.3.9 Adopted.** A new Section [F] ~~((903.3.8))~~**903.3.9** ~~((of the IBC))~~ is hereby ~~((added))~~**adopted** to read as follows:

[F] ~~((903.3.8))~~**903.3.9** Fire Control Room. All multiple tenant buildings; buildings constructed speculatively (“spec”) as shells or warehouses, and all buildings in excess of 20,000 square feet which require fire sprinkler protection shall be constructed with a dedicated fire control room in accordance with Section ~~((903.3.8))~~**903.3.9**.

[F] ~~((903.3.8.1))~~**903.3.9.1** Size and construction. The fire control room shall be adequately sized to allow 3 feet of clearance around the circumference of the sprinkler riser for inspection, testing, and maintenance. The construction of the fire control room shall consist of materials similar to adjacent areas, except that there shall be no requirements to provide fire resistive construction on the interior walls which form the fire control room.

[F] ~~((903.3.8.2))~~**903.3.9.2** Location. The fire control room shall be located adjacent to an outside wall of the building, and a dedicated outside entrance with a minimum 36" swinging door shall be provided.

[F] ~~((903.3.8.3))~~**903.3.9.3** Contents. The fire control room shall contain only the fire sprinkler riser(s), fire alarm control panel, fire pump(s), and other necessary fire protection appliances and communications equipment. No storage of combustible items is allowed inside the fire control room.

[F] ~~((903.3.8.4))~~**903.3.9.4** Signage. The outside door providing access to the fire control room shall bear a sign or placard with minimum 4" white lettering on a red background which reads: “FIRE CONTROL ROOM.”

~~((S))~~**R.** IBC Section 1612.3 Amended. Section 1612.3 ~~((of the IBC))~~ is **hereby** amended ~~((in its entirety))~~ to read as follows:

1612.3 Establishment of flood hazard areas. To establish flood hazard areas, the governing body shall adopt a flood hazard map and supporting data. The flood hazard map shall include, at a minimum, areas of special flood hazard as identified by the Federal Emergency Management Agency in an engineering report entitled “The Flood Insurance Study for Snohomish County, Washington and Incorporated Areas,” dated September 16, 2005, as amended or revised with the accompanying Flood Insurance Rate Map (FIRM) and Flood Boundary and Floodway Map (FBFM) and related supporting data along with any revisions thereto. The adopted flood hazard map and supporting data are hereby adopted by reference and declared to be part of this section.

~~((T. IBC Appendix J (Grading) Amended. Appendix J (Grading) of the IBC is hereby amended as follows:~~

- ~~1. Subsection J101.2 of Appendix J (Grading) of the IBC is hereby deleted in its entirety.~~
- ~~2. The term “city engineer” shall be substituted for the term “building official” throughout Appendix J (Grading).)~~

**15.04.075 State Building Code adoption and amendment of the 2018 Edition of the International Existing Building Code, Chapter 51-50 WAC, adopted.**

**The State Building Code adoption and amendment of the 2018 Edition of the International Existing Building Code, Chapter 51-50 WAC, together with amendments and/or additions thereto, are hereby adopted by reference. Chapter 51-50 WAC is amended to include the following new and amended provisions. In the event of any conflict between any provision of the IEBC and this section, the provisions of this section shall apply. New sections or subsections shall be deemed deleted from the IEBC and the amended provisions inserted in their place in accordance with the direction of this section.**

**A. IEBC Section 101.1 Amended. Section 101.1 is hereby amended to read as follows:**

**101.1 Title. These regulations shall be known as the Existing Building Code of the City of Monroe, hereinafter referred to as “IEBC” or “this code.”**

**B. IEBC Section 105.5 Repealed and replaced. Section 105.5 is hereby repealed and replaced to read as follows:**

**105.5 Expiration. Every building permit issued shall become null and void two years after the date of issuance. The building official is authorized to grant, in writing, a onetime 30 day extension when only the final inspection is remaining and all other work has been approved. The extension shall be requested in writing and justifiable cause demonstrated before the expiration.**

**C. IEBC Section 108.2 Repealed and replaced. Section 108.2 is hereby repealed and replaced to read as follows:**

**108.2 Schedule of permit fees. On buildings, structures, gas, mechanical, and plumbing systems or alterations requiring a permit, a fee for each permit shall be paid as required, in accordance with the periodic fee resolution of the Monroe City Council and Table 1-A and Table 103.4.2(A) thereto.**

**Plan Review Fees. When submitted documents are required, a plan review fee shall be paid at the time of submitting the submittal documents for plan review. Said plan review fee shall be 75 percent of the building permit fee as shown in Table 1-A of the Monroe Fees Resolution. The plan review fees specified in this section are separate from and in addition to the permit fees. When submittal documents are incomplete or changed so as to require additional plan review or when the project involves deferred submittal items ((as defined in Section 107.3.4.2)), an additional plan review fee shall be charged at the rate shown in Table 1-A of the Monroe Fees Resolution.**

**D. IEBC Section 108.3 Repealed and replaced. Section 108.3 is hereby repealed and replaced to read as follows:**

**108.3 Building permit valuations. Permit valuations shall include the total value of the work, including materials and labor for which the permit is being issued, such as electrical, gas, mechanical, plumbing equipment and permanent systems. The building official may use the latest edition of the Building Valuation Data Table published by ICC in determining the value. Final building permit valuation shall be set by the building official.**

**E. IEBC Section 108.6 Repealed and replaced. Section 108.6 is hereby repealed and replaced to read as follows:**

**108.6 Refunds. The building official may authorize the refund of fees paid upon filing of a written application by the original permittee not later than 180 days after the date of fee payment, as follows:**

- 1. 100% of any fee erroneously paid or collected;**
- 2. Up to 80% of the permit fee paid when no work has been done under a permit issued in accordance with the periodic fee resolution of the Monroe City Council; or**
- 3. Up to 80% of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan review is performed.**
- 4. The request for a refund must be in writing, prior to the expiration date of the 180 day plan review period, or the expiration date of the building permit, and with justifiable cause.**

**F. IEBC Section 110.3 Amended. Section 110.3 is hereby amended to read as follows:**

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The building official is authorized to issue a temporary certificate of occupancy before the completion of the entire work covered by the permit, provided that such portion or portions shall be occupied safely. The building official shall set a time period during which the temporary certificate of occupancy is valid. The fee for a Temporary Certificate of Occupancy shall be as set by periodic fee resolution of the Monroe City Council.

G. IEBC Section 112 Repealed and replaced. Section 112 is hereby repealed and replaced to read as follows:

Section 112 – APPEALS.

112.1 Appeals. All appeals of orders, decisions, interpretations or determinations made by the building official relative to the application and interpretation of the IEBC shall be to the City of Monroe Hearing Examiner in accordance with Chapter 2.34 MMC. The Hearing Examiner shall have no authority to waive requirements of this code.

112.2 Limitations on authority. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply or an equally good or better form of construction is proposed. The hearing examiner shall have no authority to waive requirements of this code.

H. IEBC Section 113.2 Repealed and replaced. Section 113.2 is hereby repealed and replaced to read as follows:

113.2 Notice of violation. Enforcement of violations of this code shall be in accordance with Chapter 1.04 of the Monroe Municipal Code. Signs, tags, or seals posted or affixed by the building official shall not be mutilated, destroyed, tampered with, or removed without authorization from the building official. The fine for the removal, mutilation, destruction of, or tampering with said notice, sign, tags, or seals shall be as set forth in the Monroe Municipal Code, Section 15.04.200.

I. IEBC Section 113.3 Repealed. Section 113.3 is hereby repealed in its entirety.

K. IEBC Section 113.4 Repealed. Section 113.4 is hereby repealed in its entirety.

L. IEBC Section 114.2 Amended. Section 114.2 is hereby amended to read as follows:

114.2 Issuance. The stop work order shall be in writing and shall be given to the owner of the property involved, the owner's authorized agent or the person performing the work. Upon issuance of a stop work order, the cited work shall immediately cease. The stop work order shall state the reason for the order and the conditions under which the cited work will be permitted to resume. There shall be a fee imposed for issuance of a Stop Work Order in the amount set by periodic fee resolution of the Monroe City Council.

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**M. IEBC Section 114.4 Adopted. A new section 114.4 is hereby adopted to read as follows:**

**114.4 Unauthorized tampering. Signs, tags, or seals posted or affixed by the building official shall not be mutilated, destroyed, tampered with, or removed without authorization from the building official. The fine for the removal, mutilation, destruction of, or tampering with said notice, sign, tags, or seals shall be as set forth in the Monroe Municipal Code, Section 15.04.200.**

15.04.080 State Building Code adoption and amendment of the ((2015))**2018** Edition of the International Mechanical Code, Chapter 51-52 WAC, adopted.

The State Building Code adoption and amendment of the ((2015))**2018** Edition of the International Mechanical Code, Chapter [51-52](#) WAC, are hereby adopted by reference. Chapter [51-52](#) WAC is amended to include the following new and amended provisions. In the event of any conflict between any provision of the IMC or the IFGC and this section, the provisions of this section shall apply. New sections or subsections shall be deemed deleted from the IMC and the amended provisions inserted in their place in accordance with the direction of this section.

A. IMC Section 101.1 Amended. Section 101.1 ((of the IMC))is hereby amended to read as follows:

101.1 Title. These regulations shall be known as the Mechanical Code of the City of Monroe, hereinafter referred to as the “IMC” or “this code.”

B. IMC Section 106.4.3 ((Amended))**Repealed and replaced**. Section 106.4.3 ((of the IMC))is hereby ((amended))**repealed and replaced** to read as follows:

106.4.3 Expiration. ((Every permit issued shall become invalid unless the work on the site authorized by such permit is commenced within 180 days after its issuance, or if the work authorized on the site by such permit is suspended or abandoned for a period of 180 days after the time the work is commenced. The code official is authorized to grant, in writing, one or more extensions of time, for periods of not more than 180 days each. The extension shall be in writing and justifiable cause demonstrated.))**Every mechanical permit issued shall become null and void two years after the date of issuance. The building official is authorized to grant, in writing, a onetime 30 day extension when only the final inspection is remaining and all other work has been approved. The extension shall be requested in writing and justifiable cause demonstrated before the expiration.**

C. IMC Section 106.4.4 ((Deleted))**Repealed**. Section 106.4.4 ((of the IMC))is hereby ((deleted))**repealed** in its entirety.

D. IMC Section 106.5.2 Amended. Section 106.5.2 ((of the IMC))is hereby amended to read as follows:

106.5.2 (~~(Schedule of permit fees)~~) **Fee schedule**. The fee for each permit required under the Mechanical Code shall be as set by periodic fee resolution of the Monroe City Council.

E. IMC Section 106.5.3 (~~(Amended)~~) **Repealed and replaced**. Section 106.5.3 (~~(of the IMC)~~) is hereby (~~(amended)~~) **repealed and replaced** to read as follows:

106.5.3 (~~(Refunds)~~) **Fee refunds**. The building official may authorize the refund of fees paid upon filing of a written application by the original permittee not later than 180 days after the date of fee payment, as follows:

1. 100% of any fee erroneously paid or collected;
2. Up to 80% of the permit fee paid when no work has been done under a permit issued in accordance with the City of Monroe Fees Resolution; or
3. Up to 80% of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan review is done.

The request for a fee refund must be made in writing, prior to the expiration date of the 180 day plan review period, or the expiration date of the mechanical permit, and with justifiable cause.

F. IMC Section 108.2 (~~(Amended)~~) **Repealed and replaced**. (~~(Subsection)~~) **Section** 108.2 is hereby (~~(amended)~~) **repealed and replaced** to (~~(provide)~~) **read** as follows:

108.2 (~~(Code Enforcement)~~) **Notice of Violation**. Enforcement of violations of this code shall be in accordance with Chapter [1.04](#) of the Monroe Municipal Code. Signs, tags, or seals posted or affixed by the building official shall not be mutilated, destroyed, tampered with, or removed without authorization from the building official. The fine for the removal, mutilation, destruction of, or tampering with said notice, sign, tags, or seals shall be as set forth in the Monroe Municipal Code, Section [15.04.200](#).

G. IMC Section 108.3 (~~(Deleted)~~) **Repealed**. (~~(Subsection)~~) **Section** 108.3 is (~~(deleted)~~) **hereby repealed** in its entirety.

H. IMC Section 108.4 (~~(Deleted)~~) **Repealed**. (~~(Subsection)~~) **Section** 108.4 is (~~(deleted)~~) **hereby repealed** in its entirety.

I. IMC Section 108.5 (~~(Deleted)~~) **Repealed and replaced**. (~~(Subsection)~~) **Section** 108.5 is (~~(deleted)~~) **hereby repealed and replaced** (~~(in its entirety-)~~) **to read as follows:**

**108.5 Stop Work Orders. Where work is being done contrary to the provisions of this code, the Authority Having Jurisdiction shall be permitted to order the work stopped immediately. The stop work order shall be in writing and shall be given to the owner of the property involved, the owner's authorized agent or the**

**person performing the work. The stop work order shall state the reason for the order and the conditions under which the cited work will be permitted to resume. There shall be a fee imposed for issuance of a Stop Work Order in the amount set by periodic resolution of the Monroe City Council. Unauthorized tampering, Signs, tags, or seals posted or affixed by the building official shall not be mutilated, destroyed, tampered with, or removed without authorization from the building official. The fine for the removal, mutilation, destruction of, or tampering with said notice, sign, tags, or seals shall be as set forth in the Monroe Municipal Code, Section 15.04.200.**

J. IMC Section 108.6 (~~(Deleted)~~)**Repealed.** (~~(Subsection)~~)**Section** 108.6 is (~~(deleted)~~)**hereby repealed** in its entirety.

K. IMC Section 109 (~~(Amended)~~)**Repealed and replaced.** Section 109 (~~(of the IMC)~~) is hereby (~~(amended)~~)**repealed and replaced** to read as follows:

Section 109 – APPEALS

109.1 Appeals. All appeals of orders, decisions, interpretations or determinations made by the building official relative to the application and interpretation of the IMC shall be to the City of Monroe Hearing Examiner in accordance with Chapter [2.34](#) MMC. The Hearing Examiner shall have no authority to waive requirements of this code.

~~((1. — 109.1.1, Limitation of authority — Amended. Section 109.1.1 of the IMC is hereby amended by replacing the term “board of appeals” with “hearing examiner.”))~~ **109.2 Limitations on authority. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply or an equally good or better form of construction is proposed. The hearing examiner shall have no authority to waive requirements of this code.**

**L. IMC Section 202 Amended. Definition of Common atmosphere is hereby adopted to read as follows:**

**SAME COMMON ATMOSPHERE. An occupied area of a building where multiple supply, return, or plenum air distribution systems are allowed to mix.**

**M. IMC Section 606.2.2 Repealed and replaced. Section 606.2.2 ((of the IMC)) is hereby repealed and replaced to read as follows:**

**606.2.2 Common supply and return air systems. Where multiple air-handling systems share the same common atmosphere or common supply or return air ducts or plenums with a combined design capacity greater than 2,000 cfm, the return air systems of each unit shall be provided with smoke detectors in accordance with section 606.2.1.**

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**Exception: Individual smoke detectors shall not be required for each fan-powered terminal unit, provided that such units do not have a combined design capacity greater than 2,000 cfm and will be shut down by activation of one of the following:**

- 1. Smoke detectors required by Section 606.2.1 and 606.2.3.**
  
- 2. An approved area smoke detector system located in the return air plenum serving such units.**
  
- 3. An area smoke detector system as prescribed in the exception to Section 606.2.1.**

**In all cases, the smoke detectors shall comply with Sections 606.4 and 606.4.1.**

#### **15.04.085 State Building Code adoption and amendment of the 2018 Edition of the International Fuel Gas Code, Chapter 51-52 WAC, adopted.**

**A. IFGC Section 101.1 Amended. Section 101.1 is hereby amended to read as follows:**

**101.1 Title. These regulations shall be known as the Fuel Gas Code of the City of Monroe, hereinafter referred to as the “IFGC” or “this code.”**

**B. IFGC Section 106.5.3 Repealed and replace. Section 106.5.3 is hereby repealed and replaced to read as follows:**

**106.5.3 Expiration. Every mechanical permit issued shall become null and void two years after the date of issuance. The building official is authorized to grant, in writing, a onetime 30 day extension when only the final inspection is remaining and all other work has been approved. The extension shall be requested in writing and justifiable cause demonstrated before the expiration.**

**C. IFGC Section 106.5.4 Repealed. Section 106.5.4 is hereby repealed in its entirety.**

**D. IFGC Section 106.6.2 Repealed and replaced. Section 106.6.2 is hereby repealed and replaced to read as follows:**

**106.6.2 Fee schedule. The fee for each permit required under the Mechanical Code shall be as set by periodic fee resolution of the Monroe City Council.**

**E. IFGC Section 106.6.3 Repealed and replaced. Section 106.6.3 is hereby repealed and replaced to read as follows:**

**106.6.3 Fee refunds. The building official may authorize the refund of fees paid upon filing of a written application by the original permittee not later than 180 days after the date of fee payment, as follows:**

- 1. 100% of any fee erroneously paid or collected;**
- 2. Up to 80% of the permit fee paid when no work has been done under a permit issued in accordance with the City of Monroe Fees Resolution; or**
- 3. Up to 80% of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan review is done.**

**The request for a fee refund must be made in writing, prior to the expiration date of the 180 day plan review period, or the expiration date of the mechanical permit, and with justifiable cause.**

**F. IFGC Section 108.2 Repealed and replaced. Section 108.2 is hereby repealed and replaced to read as follows:**

**108.2 Notice of violation. Enforcement of violations of this code shall be in accordance with Chapter [1.04](#) of the Monroe Municipal Code. Signs, tags, or seals posted or affixed by the building official shall not be mutilated, destroyed, tampered with, or removed without authorization from the building official. The fine for the removal, mutilation, destruction of, or tampering with said notice, sign, tags, or seals shall be as set forth in the Monroe Municipal Code, Section [15.04.200](#).**

**G. IFGC Section 108.3 Repealed. Section 108.3 is hereby repealed in its entirety.**

**H. IFGC Section 108.4 Repealed. Section 108.4 is hereby repealed in its entirety.**

**I. IFGC Section 108.5 Repealed and replaced. Section 108.5 is hereby repealed and replaced to read as follows:**

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**108.5 Stop Work Orders. Where work is being done contrary to the provisions of this code, the Authority Having Jurisdiction shall be permitted to order the work stopped immediately. The stop work order shall be in writing and shall be given to the owner of the property involved, the owner's authorized agent or the person performing the work. The stop work order shall state the reason for the order and the conditions under which the cited work will be permitted to resume. There shall be a fee imposed for issuance of a Stop Work Order in the amount set by periodic fee resolution of the Monroe City Council. Unauthorized tampering, Signs, tags, or seals posted or affixed by the building official shall not be mutilated, destroyed, tampered with, or removed without authorization from the building official. The fine for the removal, mutilation, destruction of, or tampering with said notice, sign, tags, or seals shall be as set forth in the Monroe Municipal Code, Section 15.04.200.**

**J. IFGC Section 108.6 Repealed. Section 108.6 is hereby repealed in its entirety.**

**K. IFGC Section 109 Repealed and replaced. Section 109 is hereby repealed and replaced to read as follows:**

**Section 109 – APPEALS**

**109.1 Appeals. All appeals of orders, decisions, interpretations or determinations made by the building official relative to the application and interpretation of the IFGC shall be to the City of Monroe Hearing Examiner in accordance with Chapter 2.34. The Hearing Examiner shall have no authority to waive requirements of this code.**

**109.2 Limitations on authority. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply or an equally good or better form of construction is proposed. The hearing examiner shall have no authority to waive requirements of this code.**

15.04.090 State Building Code adoption and amendment of the ((2015))**2018** Edition of the Uniform Plumbing Code, Chapter 51-56 WAC, adopted.

The State Building Code adoption and amendment of the ((2015))**2018** Edition of the Uniform Plumbing Code, Chapter [51-56](#) WAC, are hereby adopted by reference. Chapter [51-56](#) WAC is amended to include the following new and amended provisions. In the event of any conflict between any provision of the UPC and this section, the provisions of this section shall apply. New sections or subsections shall be deemed deleted from the UPC and the amended provisions inserted in their place in accordance with the direction of this section.

A. UPC Section 101.1 Amended. Section 101.1 ((of the UPC ))is hereby amended to read as follows:

101.1 Title. These regulations shall be known as the Plumbing Code of the City of Monroe, hereinafter referred to as the “UPC” or “this code.”

~~((B. UPC Section 102.2.2 Amended. Section 102.2.2 ((of the UPC ))is hereby amended to read as follows:~~

~~102.2.2 Code Enforcement. Enforcement of violations of this code shall be in accordance with Chapter [1.04](#) of the Monroe Municipal Code.~~

~~Signs, tags, or seals posted or affixed by the building official shall not be mutilated, destroyed, tampered with, or removed without authorization from the building official. The fine for the removal, mutilation, destruction of, or tampering with said notice, sign, tags, or seals shall be as set forth in the Monroe Municipal Code, Section [15.04.200](#).~~

~~C. UPC Section 102.3 Amended. Section 102.3 ((of the UPC ))is hereby amended to read as follows:~~

~~102.3 Appeals. All appeals of orders, decisions, interpretations or determinations made by the building official relative to the application and interpretation of the UPC shall be to the City of Monroe Hearing Examiner in accordance with Chapter [2.34](#) MMC. The Hearing Examiner shall have no authority to waive requirements of this code.~~

~~102.3.1 Limitations on authority. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply or an equally good or better form of construction is proposed. The hearing examiner shall have no authority to waive requirements of this code.~~

~~D. UPC Section 103.3.4 Amended. Section 103.3.4 ((of the UPC ))is hereby amended to read as follows:~~

~~103.3.4 Expiration. Every permit issued shall become invalid unless the work on the site authorized by such permit is commenced within 180 days after its issuance, or if the work authorized on the site by such permit is suspended or abandoned for a period of 180 days after the time the work is commenced. The authority having jurisdiction is authorized to grant, in writing, one or more extensions of time, for periods of not more than 180 days each. The extension shall be requested in writing and justifiable cause demonstrated.~~

~~E. UPC Section 103.4 Amended. Section 103.4 ((of the UPC ))is hereby amended to read as follows:~~

~~103.4 Schedule of fees. The fee for each permit and other fee required under the Plumbing Code shall be as by periodic fee resolution of the Monroe City Council.~~

~~F. UPC Section 103.4 Amended. Subsection 103.4.1 ((of the UPC ))is hereby amended to read as follows:~~

~~103.4.1 Plan Review Fees. When a plan or other data is required to be submitted by Section 103.2.1, a plan review fee shall be paid at the time of submitting plans and specifications for review. The plan review fees for plumbing work shall be as by periodic fee resolution of the Monroe City Council. The plan review fees specified in this subsection are separate from and in addition to the permit fees. When plans are incomplete or changed so as to require additional review, a fee shall be charged at the rate set by periodic fee resolution of the Monroe City Council.~~

~~G. UPC Section 103.4.4 Amended. Section 103.4.4 ((of the UPC ))is hereby amended to read as follows:~~

~~103.4.4 Refunds. The building official may authorize the refund of fees paid upon filing of a written application by the original permittee not later than 180 days after the date of fee payment, as follows:~~

- ~~1. 100% of any fee erroneously paid or collected;~~
- ~~2. Up to 80% of the permit fee paid when no work has been done under a permit issued in accordance with the City of Monroe Fees Resolution; or~~
- ~~3. Up to 80% of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan review is done.~~

~~The request for a fee refund must be made in writing, prior to the expiration date of the 180 day plan review period, or the expiration date of the plumbing permit, and with justifiable cause.))~~

**B. UPC Section 104.3.2 Amended. Section 104.3.2 is hereby amended to read as follows:**

**104.3.2 Plan Review Fees. When a plan or other data is required to be submitted by Section 104.3.1, a plan review fee shall be paid at the time of submitting plans and specifications for review. The plan review fees for plumbing work shall be as by periodic fee resolution of the Monroe City Council. The plan review fees specified in this subsection are separate from and in addition to the permit fees. When plans are incomplete or changed so as to require additional review, a fee shall be charged at the rate set by periodic fee resolution of the Monroe City Council.**

**C. UPC Section 104.4.3 Repealed and replaced. Section 104.4.3 is hereby repealed and replaced to read as follows:**

**104.4.3 Expiration. Every plumbing permit issued shall become null and void two years after the date of issuance. The building official is authorized to grant, in writing, a onetime 30 day extension when only the**

**final inspection is remaining and all other work has been approved. The extension shall be requested in writing and justifiable cause demonstrated before the expiration.**

**D. UPC Section 104.4.4 Repealed. Section 104.4.4 is hereby repealed in its entirety.**

**E. UPC Section 104.5 Repealed and replaced. Section 104.5 is hereby repealed and replaced to read as follows:**

**104.5 Fees. The fees for each permit required under the Plumbing Code shall be as set by periodic fee resolution of the Monroe City Council.**

**F. UPC Section 104.5.3 Repealed and replaced. Section 104.5.3 is hereby repealed and replaced to read as follows:**

**104.5.3 Fee refunds. The building official may authorize the refund of fees paid upon filing of a written application by the original permittee not later than 180 days after the date of fee payment, as follows:**

- 1. 100% of any fee erroneously paid or collected;**
- 2. Up to 80% of the permit fee paid when no work has been done under a permit issued in accordance with the City of Monroe Fees Resolution; or**
- 3. Up to 80% of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan review is done.**

**The request for a fee refund must be made in writing, prior to the expiration date of the 180 day plan review period, or the expiration date of the mechanical permit, and with justifiable cause.**

**G. UPC Section 106.2 Repealed and replaced. Section 106.2 is hereby repealed and replaced to read as follows:**

**106.2 Notice of violation. Enforcement of violations of this code shall be in accordance with Chapter 1.04 of the Monroe Municipal Code. Signs, tags, or seals posted or affixed by the building official shall not be mutilated, destroyed, tampered with, or removed without authorization from the building official. The fine for the removal, mutilation, destruction of, or tampering with said notice, sign, tags, or seals shall be as set forth in the Monroe Municipal Code, Section [15.04.200](#).**

**H. UPC Section 106.3 Repealed. Section 106.3 is hereby repealed in its entirety.**

**I. UPC Section 106.4 Repealed and replaced. Section 106.4 is hereby repealed and replaced to read as follows:**

**106.4 Stop Work Orders. Where work is being done contrary to the provisions of this code, the Authority Having Jurisdiction shall be permitted to order the work stopped immediately. The stop work order shall be in writing and shall be given to the owner of the property involved, the owner's authorized agent or the person performing the work. The stop work order shall state the reason for the order and the conditions under which the cited work will be permitted to resume. There shall be a fee imposed for issuance of a Stop Work Order in the amount set by periodic fee resolution of the Monroe City Council. Unauthorized tampering, Signs, tags, or seals posted or affixed by the building official shall not be mutilated, destroyed, tampered with, or removed without authorization from the building official. The fine for the removal, mutilation, destruction of, or tampering with said notice, sign, tags, or seals shall be as set forth in the Monroe Municipal Code, Section 15.04.200.**

**J. UPC Section 107.0 Repealed and replaced. Section 107.0 is hereby repealed and replaced to read as follows:**

**Section 107.0 – APPEALS**

**107.1 Appeals. All appeals of orders, decisions, interpretations or determinations made by the building official relative to the application and interpretation of the IFGC shall be to the City of Monroe Hearing Examiner in accordance with Chapter 2.34. The Hearing Examiner shall have no authority to waive requirements of this code.**

**107.2 Limitations on authority. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply or an equally good or better form of construction is proposed. The hearing examiner shall have no authority to waive requirements of this code.**

**K. UPC Section 1014.1.3 Repealed and replaced. Section 1014.1.3 is hereby repealed and replaced to read as follows:**

**1014.1.3 Food Waste Disposers and Dishwashers. Food service establishments with dishwashers and/or garbage grinders shall be required to install a gravity grease interceptor (GGI) per Monroe Municipal Code Section 13.10.140 B.**

15.04.100 State Building Code adoption and amendment of the ~~((2015))~~**2018** Edition of the International Residential Code, Chapter 51-51 WAC, adopted.

The State Building Code adoption and amendment of the ~~((2015))~~**2018** Edition of the International Residential Code, Chapter [51-51](#) WAC, is hereby adopted by reference. Chapter [51-51](#) WAC is amended to include the following new and amended provisions. In the event of any conflict between any provision of the IRC and this section, the provisions of this section shall apply. New sections or subsections shall be deemed deleted from the IRC and the amended provisions inserted in their place in accordance with the direction of this section.

A. IRC Section R101.1 Amended. Section R101.1 of the IRC is hereby amended to read as follows:

R101.1 Title. These provisions shall be known as the Residential Code for One- and Two-Family Dwellings of the City of Monroe, and shall be cited as such and will be referred to herein as the “IRC” or “this code.”

B. IRC Section 105.2 Amended. Section 105.2 (~~of the IRC~~) is hereby amended to read as follows:

~~((1. The subsection entitled “Building” is amended as follows:))~~

~~((a. Subsection 105.2(1) is hereby amended to read as follows:))~~

~~((One-story detached structures accessory to a one- or two-family dwelling, used as tool and storage sheds, patio covers, playhouses, tree-supported structures used for play and similar uses, gazebos, hot tub enclosures and similar uses provided the floor area does not exceed 200 sf. Accessory buildings must be considered to be portable and may not be constructed on permanent foundations such as poured-in-place concrete footings.))~~

**Building:**

**1. One-story detached structures accessory to a one- or two-family dwelling, used as tool and storage sheds, patio covers, playhouses, tree-supported structures used for play and similar uses, gazebos, hot tub enclosures and similar uses provided the floor area does not exceed 200 sf. Shipping containers are generally not permitted in residential zones, see MMC subsection 22.42.090(C)(2) for guidance, and all structures must meet required setbacks.**

**2. Fences not over 6 feet high.**

~~((2--))~~The subsection entitled “Electrical” is ~~((deleted))~~**repealed**.

C. IRC Section 105.3.1.1 ~~((Amended))~~**Repealed and replaced**. Section 105.3.1.1 ~~((of the IRC))~~is hereby ~~((amended in its entirety))~~ **repealed and replaced** to read as follows:

R105.3.1.1 Determination of substantially improved or substantially damaged existing buildings in flood hazard areas. For applications for reconstruction, rehabilitation, addition or other improvement of existing buildings or structures located in an area prone to flooding as established by Table 301.2(1), the code official shall examine or cause to be examined the construction documents and shall prepare a finding with regard to the value of the proposed work. For buildings that have sustained damage of any origin, the value of the proposed work shall include the cost to repair the building or structure to its pre-damage condition. If the code official finds that the value of proposed work equals or exceeds 50 percent of the assessed value of the building or structure before the damage has occurred or the improvement is started, the finding shall be provided to the hearing examiner for a determination of substantial improvement of substantial damage. Applications determined by the hearing examiner to constitute substantial improvement or substantial damage shall meet the requirements of Section R322.

D. IRC Section R105.5 ~~((Amended))~~**Repealed and replaced**. Section R105.5 ~~((of the IRC))~~is hereby ~~((amended))~~**repealed and replaced** to read as follows:

~~((R105.5 Expiration. Every permit issued shall become invalid unless the work on the site authorized by such permit is commenced within 180 days after its issuance, or if the work authorized on the site by such permit is suspended or abandoned for a period of 180 days after the time the work is commenced. The building official is authorized to grant, in writing, one or more extensions of time, for periods of not more than 180 days each. The extension shall be requested in writing and justifiable cause demonstrated.))~~

**R105.5 Expiration. Every building permit issued shall become null and void two years after the date of issuance. The building official is authorized to grant, in writing, a onetime 30 day extension when only the final inspection is remaining and all other work has been approved. The extension shall be requested in writing and justifiable cause demonstrated before the expiration.**

E. IRC Section 108.2 ~~((Amended))~~**Repealed and replaced**. Section 108.2 ~~((of the IRC))~~is hereby ~~((amended))~~**repealed and replaced** to read as follows:

108.2 Schedule of permit fees. On buildings, structures, gas, mechanical, and plumbing systems or alterations requiring a permit, the fee for each permit shall be as set by periodic fee resolution of the Monroe City Council and Table 1-A and Table 103.4.2(A) attached thereto.

Plan Review Fees. When submitted documents are required, a plan review fee shall be paid at the time of submitting the submittal documents for plan review. Said plan review fee shall be 75 percent of the building permit fee as shown in Table 1-A of the Monroe Fees Resolution. The plan review fees specified in this section

are separate from and in addition to the permit fees. When submittal documents are incomplete or changed so as to require additional plan review or when the project involves deferred submittal items, an additional plan review fee shall be charged at the rate shown in Table 1-A of the Monroe Fees Resolution.

F. ~~IRC Section R108.5 ((Amended))~~**Repealed and replaced.** Section R108.5 ~~((of the IRC))~~ is hereby ~~((amended))~~**repealed and replaced** to read as follows:

R108.5 Refunds. The building official may authorize the refund of fees paid upon filing of a written application by the original permittee not later than 180 days after the date of fee payment, as follows:

1. 100% of any fee erroneously paid or collected;
2. Up to 80% of the permit fee paid when no work has been done under a permit issued in accordance with the periodic fee resolution of the Monroe City Council; or
3. Up to 80% of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan review is done.

The request for a fee refund must be made in writing, prior to the expiration date of the 180 day plan review period, or the expiration date of the building permit, and with justifiable cause.

G. IRC Section ~~((R110.1))~~**R110.3** ~~((Amended))~~**Repealed and replaced.** Section ~~((R110.1))~~**R110.3** ~~((of the IRC))~~ is hereby ~~((amended))~~**repealed and replaced** ~~((by adding a sentence to the end of the first paragraph))~~ to read as follows:

**R110.3 Certificate issued. After the code official inspects the building or structure and does not find violations, they shall approve the final inspection.** Approval of the final inspection on the building site job card shall be considered to be final approval and the signed job card shall serve as the “Certificate of Occupancy” as stated on the job card.

H. IRC Section R112 ~~((Amended))~~**Repealed and replaced.** Section R112 ~~((of the IRC))~~ is hereby ~~((amended))~~**repealed and replaced** to ~~((provide))~~**read** as follows:

#### Section 112 – APPEALS

112.1 Appeals. All appeals of orders, decisions, interpretations or determinations made by the building official relative to the application and interpretation of the IRC shall be to the City of Monroe Hearing Examiner in accordance with Chapter [2.34](#) MMC. The hearing examiner shall have no authority to waive the requirements of this code.

R112.2 Limitations on authority. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or an equally good or better form of construction is proposed. The hearing examiner shall have no authority to waive requirements of this code.

112.2.1 Determination of substantial improvement in areas prone to flooding. When the building official provides a finding required in Section R105.3.1.1, the hearing examiner shall determine whether the value of the proposed work constitutes a substantial improvement. A substantial improvement means any repair, reconstruction, rehabilitation, addition, or improvement of a building or structure, the cost of which equals or exceeds 50 percent of the assessed value of the building or structure before the improvement or repair is started. If the building or structure has sustained substantial damage, all repairs are considered substantial improvement regardless of the actual repair work performed. The term substantial improvement does not include:

1. Improvements of a building or structure required to correct existing health, sanitary or safety code violations identified by the building official and which are the minimum necessary to assure safe living conditions; or
2. Any alteration of an historic building or structure provided that the alteration will not preclude the continued designation as an historic building or structure.

For the purpose of this exclusion, an historic building is:

- 2.1. Listed or preliminarily determined to be eligible for listing in the National Register of Historic Places; or
- 2.2. Determined by the Secretary of the U.S. Department of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined to qualify as an historic district; or
- 2.3. Designated as historic under a state or local historic preservation program that is approved by the Department of the Interior.

R112.3 Administration. The building official shall take immediate action in accordance with the decision of the hearing examiner.

I. IRC Section R113.2 ~~((Amended))~~**Repealed and replaced**. ~~((Subsection))~~**Section** R113.2 is hereby ~~((amended))~~**repealed and replaced** to ~~((provide))~~**read** as follows:

~~((R112.2))~~**R113.2** ~~((Code Enforcement))~~**Notice of violation**. Enforcement of violations of this code shall be in accordance with Chapter [1.04](#) of the Monroe Municipal Code. **Signs, tags, or seals posted or affixed by the building official shall not be mutilated, destroyed, tampered with, or removed without authorization from the building official. The fine for the removal, mutilation, destruction of, or tampering with said notice, sign, tags, or seals shall be as set forth in the Monroe Municipal Code, Section [15.04.200](#).**

J. IRC Section R113.3 (~~(Deleted)~~)**Repealed.** (~~(Subsection)~~)**Section** R113.3 is **hereby** (~~(deleted)~~)**repealed** in its entirety.

K. IRC Section R113.4 (~~(Deleted)~~)**Repealed.** (~~(Subsection)~~)**Section** 113.4 is **hereby** (~~(deleted)~~)**repealed** in its entirety.

L. IRC Section R114 (~~(Amended)~~)**Repealed and replaced.** Section R114 (~~(of the IRC)~~)is hereby (~~(Amended)~~)**repealed and replaced** to read as follows:

R114.1 Notice to owner. Upon notice from the building official that work on any building or structure is being prosecuted contrary to the provisions of this code or in an unsafe and dangerous manner, such work shall be immediately stopped. The stop work order shall be in writing and shall be given to the owner of the property involved, or to the owner’s agent, or to the person doing the work and shall state the conditions under which work will be permitted to resume. There shall be a fee imposed for issuance of a Stop Work Order in the amount set by periodic fee resolution of the Monroe City Council.

R114.2 Unlawful continuance. Any person who shall continue work in or about the structure after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to an investigative fee of which shall be a fee equal to the building permit fee in addition to the required permit fees by Monroe City Council by periodic resolution.

R114.3 Unauthorized tampering. Signs, tags, or seals posted or affixed by the building official shall not be mutilated, destroyed, tampered with, or removed without authorization from the building official. The fine for the removal, mutilation, destruction of, or tampering with said notice, sign, tags, or seals shall be as set forth in the Monroe Municipal Code, Section [15.04.200](#).

M. IRC Table R301.2(1) Amended. Table R301.2(1) (~~(of the IRC)~~)is hereby amended to read as follows:

Table R301.2(1)  
Climatic and Geographic Design Criteria

Ground Snow Load	25 lbs/ft <sup>2</sup>
Wind Speed <sup>d</sup>	<del>((85))</del> <b>110</b> mph
Topographic Effects <sup>k</sup>	YES
Seismic Design Category <sup>f</sup>	D1/D2
Weathering <sup>a</sup>	Moderate
Frost line depth <sup>b</sup>	18"

Termites <sup>c</sup>	Slight
Winter Design Temp <sup>e</sup>	26°
Ice Barrier Underlayment Required <sup>h</sup>	No
Flood Hazards <sup>g</sup>	See MMC <a href="#">14.01</a>
Air Freeze Index <sup>i</sup>	<del>((174))</del> <b>250</b>
Mean Annual Temp <sup>j</sup>	51.2°

N. IRC Section ~~((R329-Added))~~**R333 adopted**. A new Section ~~((R329 of the IRC))~~**R333** is hereby ~~((added))~~**adopted** to read as follows:

~~((R329))~~**R333** Fire Sprinklers. All zero lot line townhouses constructed, where the aggregate area of all connected townhouses totals five thousand square feet or greater, shall have installed throughout the building an automatic fire sprinkler system approved pursuant to Section 903 of the IFC. For the purposes of this Section, fire walls, fire barriers, fire partitions and fire-resistance-rated horizontal assemblies do not constitute separate buildings.

15.04.110 State Building Code adoption and amendment of the ~~((2015))~~**2018** Edition of the International Fire Code, Chapter 51-54A, adopted.

The State Building Code adoption and amendment of the ~~((2015))~~**2018** Edition of the International Fire Code, Chapter [51-54A](#) WAC, is hereby adopted by reference. Chapter [51-54A](#) WAC is amended by the city to include the following new and amended provisions. In the event of any conflict between any provision of the IFC and this chapter, the provisions of this chapter shall apply. New sections or subsections shall be deemed deleted from the IFC and the amended provisions inserted in their place in accordance with the direction of this code.

A. IFC Section 101.1 Amended. Section 101.1 ~~((of the IFC))~~is hereby amended to read as follows:

101.1 Title. These regulations shall be known as the Fire Code of the City of Monroe, hereinafter referred to as the “IFC” or “this code.”

B. IFC Section 101.2.1 (~~(Amended)~~) **Repealed and replaced**. Section 101.2.1 (~~(of the IFC)~~) is hereby (~~(amended)~~) **repealed and replaced** to read as follows:

101.2.1 Appendices. The following appendices of the IFC are hereby adopted by reference:

Appendix B: Fire-Flow Requirements for Buildings

Appendix C: Fire Hydrant Locations and Distribution

**Appendix D: Fire Apparatus Access Road**

**Appendix F: Hazard Ranking**

**Appendix H: Hazardous Materials Management Plan (HMMP) and Hazardous Materials Inventory Statement (HMIS) Instructions**

**Appendix I: Fire Protection Systems – Noncompliant Conditions**

C. IFC Section 105.3.3 (~~(Amended)~~) **Repealed and replaced**. Section 105.3.3 (~~(of the IFC entitled “Occupancy prohibited before approval”)~~) is hereby (~~(amended)~~) **repealed and replaced** to read as follows:

105.3.3 Occupancy prohibited before approval. The building or structure shall not be occupied prior to compliance with IBC Section 111 or IRC Section R110.

D. IFC Section 105.3.4 (~~(Deleted)~~) **Repealed**. Section 105.3.4 (~~(of the IFC entitled “Conditional permits”)~~) is hereby (~~(deleted)~~) **repealed** in its entirety.

E. IFC Section 105.4.1.2 (~~(Added)~~) **Adopted**. A new Section 105.4.1.2 is hereby (~~(Added to the IFC)~~) **Adopted** to read as follows:

105.4.1.2 Electronic Pre-Incident Data. Applicants for commercial building permits and commercial tenant improvement permits shall submit electronic building site and floor plans in a CADD \*.dwg format prior to the final fire inspection for occupancy. Such data may be utilized by the Fire Department for the creation of pre-incident plans.

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F. IFC Section 105.6.15 (~~(Deleted)~~)**Repealed**. Section 105.6.15 (~~(of the IFC entitled “Fire hydrants and valves”)~~) is hereby (~~(deleted)~~)**repealed** in its entirety.

G. IFC Section 105.6.37 (~~(Deleted)~~)**Repealed**. Section 105.6.37 (~~(of the IFC entitled “Private fire hydrants”)~~) is hereby (~~(deleted)~~)**repealed** in its entirety.

H. IFC Section 105.7.13 (~~(Deleted)~~)**Repealed**. Section 105.7.13 (~~(of the IFC entitled “Private fire hydrants”)~~) is hereby (~~(deleted)~~)**repealed** in its entirety.

I. IFC Section (~~(108 Amended)~~) **109 Repealed and replaced**. Section (~~(108 of the IFC)~~) **109** is hereby (~~(amended)~~)**repealed and replaced** to read as follows:

Section (~~(108)~~)**109** – APPEALS

(~~(108.1)~~)**109.1** Appeals. All appeals of orders, decisions, interpretations or determinations made by the code official relative to the application and interpretation of the IFC shall be to the City of Monroe Hearing Examiner in accordance with MMC Chapter [2.34](#) MMC. The Hearing Examiner shall have no authority to waive requirements of this code.

**109.2 Limitations on authority. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply or an equally good or better form of construction is proposed. The hearing examiner shall have no authority to waive requirements of this code.**

J. IFC Section (~~(109.3 Amended)~~)**110.3 Repealed and replaced**. Section (~~(109.3 of the IFC)~~)**110.3** is hereby (~~(amended)~~)**Repealed and replaced** to read as follows:

(~~(109.3)~~)**110.3** Notice of violation. Where the fire code official finds a building, premises, vehicle, storage facility or outdoor area that is in violation of this code, the fire code official is authorized to prepare a written notice and order of code violation in accordance with Chapter [1.04](#) of the Monroe Municipal Code. **Signs, tags, or seals posted or affixed by the fire code official shall not be mutilated, destroyed, tampered with, or removed without authorization from the fire code official. The fine for the removal, mutilation, destruction of, or tampering with said notice, sign, tags, or seals shall be as set forth in the Monroe Municipal Code, Section [15.04.200](#).**

K. IFC Section (~~(109.4 Amended. Section 109.4 of the IFC is hereby amended to read as follows:)~~)**110.4 Repealed. Section 110.4 is hereby repealed in its entirety.**

(~~(109.4 Violation penalties. Persons who violate a provision of the IFC or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions~~)

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of this code, shall be guilty of a gross misdemeanor, punishable by a fine of not more than five thousand dollars or by imprisonment not exceeding 365 days or both such fine and imprisonment. Each day that violation continues after due notice has been served shall be deemed a separate offense.)

L. IFC Section ~~((411.4 Amended))~~**112.2 Repealed and replaced**. Section ~~((411.4 of the IFC))~~**112.2** is hereby ~~((amended))~~**repealed and replaced** to read as follows:

~~((411.4 Failure to comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine of not less than five hundred dollars or more than five thousand dollars.))~~

**112.2 Issuance. The stop work order shall be in writing and shall be given to the owner of the property involved, the owner's authorized agent or the person performing the work. Upon issuance of a stop work order, the cited work shall immediately cease. The stop work order shall state the reason for the order and the conditions under which the cited work will be permitted to resume. There shall be a fee imposed for issuance of a Stop Work Order in the amount set by periodic fee resolution of the Monroe City Council.**

**M. IFC Section 112.4 Repealed. Section 112.4 is hereby repealed in its entirety.**

~~((M))~~**N.** IFC ~~((Subsection))~~**Section 505.1** ~~((Amended))~~**Repealed and replaced**. ~~((Subsection))~~**Section 505.1** ~~((of the IFC))~~ is hereby ~~((amended))~~**repealed and replaced** to read as follows:

505.1 Address identification. New and existing buildings shall be provided with approved address numbers or letters. The size of each character shall be as specified in Table 505.1. They shall be installed on a contrasting background and be plainly visible from the street or road fronting the property. When required by the code official, address numbers shall be provided in additional approved locations to facilitate emergency response. Where access is by means of a private road and the building address cannot be viewed from the public way, a monument, pole or other approved sign or means shall be used to identify the structure. Address numbers shall be maintained.

**Table 505.1 Address Numbering Size Table**

<b>DISTANCE FROM STREET OR ROAD</b>	<b>MINIMUM SIZE</b>
0 – 50 feet	6" H x 3/4" Stroke Width
51 – 150 feet	8" H x 1" Stroke Width
151 – 200 feet	10" H x 1 1/4" Stroke Width
201 feet and farther	12" H x 1 1/2" Stroke Width

~~((N))~~**Q.** IFC ~~((Subsection))~~**Section** 505.2 Amended. ~~((Subsection))~~**Section** 505.2 ~~((of the IFC))~~ is hereby amended to read as follows:

505.2 Street or road signs. Streets and roads shall be identified with approved permanent signs when roadways allow passage by vehicles. Signs shall meet the requirements of the Manual on Uniform Traffic Control Devices for Streets and Highways as adopted by the State of Washington in [47.36.030](#) RCW and [468-95](#) WAC.

~~((O))~~**P.** IFC Section 506 ~~((Amended))~~**Repealed and replaced.** Section 506 ~~((of the IFC))~~ is hereby ~~((amended))~~**repealed and replaced** to read as follows:

506.1 Where required. A Knox Box® of a size and type approved by the fire code official shall be provided by the building or business owner for all occupancies except Group R-3 and U.

506.1.1 Locks. A Knox® lock or key switch shall be installed on gates or similar barriers when required by the fire code official. Knox® FDC caps shall be installed on all new fire department connections and, when required by the fire code official, on existing fire department connections.

506.2 Key box maintenance. The operator of a business with a Knox Box on the building shall provide entry; fire control room; elevator; fire alarm panel; mechanical; electrical; manual fire alarm box (pull station); keys to the ~~((Monroe Fire Marshal))~~**fire code official**, and shall immediately notify the ~~((Monroe Fire Marshal))~~**fire code official** and provide the new key when a lock is changed or rekeyed. All such keys provided to the ~~((Monroe Fire Marshal))~~**fire code official** shall be secured in the building's or business's Knox Box®.

~~((P))~~**Q.** IFC Section 903.2.13 ~~((Added))~~**Adopted.** A new Section 903.2.13 is hereby ~~((added))~~**adopted** ~~((of the IFC))~~ to read as follows:

903.2.13 Other sprinkler requirements. In addition to the requirements of Section 903.2, approved automatic fire sprinkler systems shall be installed throughout all buildings and structures described in this Section

903.2.13. For the purposes of this ~~((Section 903.2.13))~~**code**, fire walls, fire barriers, fire partitions and fire-resistance-rated horizontal assemblies do not constitute separate buildings.

1. In all new buildings and structures with an Occupancy Classification assigned under the IBC and with a gross floor area of five thousand or greater square feet, regardless of type or use.

Exception: Spaces or areas in telecommunications buildings used exclusively for telecommunications equipment, associated electrical power distribution equipment, batteries and standby engines, provided those spaces or areas are equipped throughout with an automatic fire alarm system and are separated from the remainder of the building by fire barriers consisting of not less than 1-hour fire-resistance-rated walls and 2-hour fire-resistance-rated floor/ceiling assemblies.

2. In existing buildings with a gross floor area of ten thousand or greater square feet undergoing additions, repairs, reconstruction, or improvements exceeding sixty percent of the assessed value of such building or structure.

~~((Q))~~**R. IFC Section ~~((903.3.7 Added))~~903.3.9 Adopted. A new Section ~~((903.3.7))~~903.3.9 is hereby ~~((added of the IFC))~~**adopted** to read as follows:**

~~((903.3.7))~~**903.3.9** Fire Control Room. All multiple tenant buildings; buildings constructed speculatively (“spec”) as shells or warehouses; and all buildings in excess of 20,000 square feet which require fire sprinkler protection shall be constructed with a dedicated fire control room in accordance with Section ~~((903.3.7))~~**903.3.9**.

~~((903.3.7.1))~~**903.3.9.1** Size and construction. The fire control room shall be adequately sized to allow 3 feet of clearance around the circumference of the sprinkler riser for inspection, testing, and maintenance. The fire control room shall not be excessively large so that storage of disallowed items is discouraged. The construction of the fire control room shall consist of materials similar to adjacent areas, except that there shall be no requirements to provide fire resistive construction on the interior walls which form the fire control room.

~~((903.3.7.2))~~**903.3.9.2** Location. The fire control room shall be located adjacent to an outside wall of the building, and a dedicated outside entrance with a minimum 36" swinging door shall be provided.

~~((903.3.7.3))~~**903.3.9.3** Contents. The fire control room shall contain only the fire sprinkler riser(s), fire alarm control panel, fire pump(s), and other necessary fire protection appliances and communications equipment. No storage of combustible items is allowed inside the fire control room.

~~((903.3.7.4))~~**903.3.9.4** Signage. The outside door providing access to the fire control room shall bear a sign or placard with minimum 4" white lettering on a red background which reads: “FIRE CONTROL ROOM.”

~~((R))~~**S. IFC Section 907.5 Amended. Section 907.5 is hereby amended to read as follows:**

**907.5 Occupant notification systems. A fire alarm system shall annunciate at the fire alarm control unit and shall initiate occupant notification upon activation, in accordance with Sections 907.5.1 through 907.5.2.3.3. Other sections of this code notwithstanding, where a fire alarm control unit or a fire alarm system is required by another section of this code, it shall provide occupant notification and shall be activated by:**

- 1. Automatic fire detectors.**
- 2. Automatic sprinkler system water flow devices.**
- 3. Manual fire alarm boxes.**
- 4. Automatic fire-extinguishing systems.**

**Exception: Where notification systems are allowed elsewhere in section 907 to annunciate at a constantly attended location.**

**T. IFC Section 1103.5.3 Repealed and replaced. Section 1103.5.3 is hereby repealed and replaced to read as follows:**

**1103.5.3 Group I-2, Condition 2. In addition to the requirements of Section 1103.5.2, the existing buildings of Group I-2, Condition 2 occupancy shall be equipped throughout with an approved automatic sprinkler system in accordance with Section 903.3.1.1. The automatic sprinkler system shall be installed by December 31, 2022.**

**((S))U. IFC Table B105.2 ((Amended))Repealed and replaced. Table B105.2 ((of the IFC))is hereby ((amended))repealed and replaced to read as follows:**

**((Where the value of 25% is listed in the table, it shall be replaced with 50%-.))**

<b><u>AUTOMATIC SPRINKLER SYSTEM</u></b> <b><u>(Design Standard)</u></b>	<b><u>MINIMUM FIRE FLOW</u></b> <b><u>(gallons per minute)</u></b>	<b><u>FLOW DURATION</u></b> <b><u>(hours)</u></b>
<b><u>No automatic sprinkler system</u></b>	<b><u>Value in Table B105.1(2)<sup>a</sup></u></b>	<b><u>Duration in Table B105.1(2)</u></b>

<u>Section 903.3.1.1 of the IFC</u>	<u>50% of the value in Table B105.1(2)<sup>a</sup></u>	<u>Duration in Table B105.1(2) at the reduced flow rate</u>
<u>Section 903.3.1.2 of the IFC</u>	<u>50% of the value in Table B105.1(2)<sup>b</sup></u>	<u>Duration in Table B105.1(2) at the reduced flow rate</u>

For SI: 1 gallon per minute = 3.785 L/m.

- a. The reduced fire flow shall be not less than 1,000 gallons per minute.
- b. The reduced fire flow shall be not less than 1,500 gallons per minute.

**V. IFC Section D101.1 Repealed and replaced. Section D101.1 is hereby repealed and replaced to read as follows:**

**D101.1 Scope. In accordance with this appendix, fire district standards, all other applicable city standards, and the requirements of this code, *approved* fire apparatus access roads shall be installed and maintained for every facility, building, or portion of a building hereafter constructed or moved to or within the jurisdiction. Required fire apparatus access roads shall extend in an *approved* manner, to within 150 feet of all portions of the facility and all portions of the exterior walls of the first story of the building as measured by an *approved* route around the exterior of the building or facility.**

**Exceptions:**

1. **The fire code official is authorized to increase the dimension of 150 feet where any of the following conditions occur:**
  - 1.1 **The building is equipped throughout with an *approved* automatic sprinkler system not required by other sections of this code, and installed in accordance with Section 903.3.1.1, 903.3.1.2, or 903.3.1.3.**
  - 1.2 **Fire access roads cannot be installed because of topography, waterways, nonnegotiable grades or other similar conditions, and an *approved* alternative means of fire protection is provided.**
  - 1.3 **There are not more than two Group R-3 or Group U occupancies.**
  - 1.4 **There are not more than two dwelling units constructed in accordance with the *International Residential Code*, in addition to lawful accessory dwelling units.**

**W. IFC Section D102.2 Adopted. A new Section D102.2 is hereby adopted to read as follows:**

**D102.2 Additional access. The fire code official is authorized to require more than one fire apparatus access road based upon the potential for impairment of a single road by vehicle congestion, condition of terrain, climatic conditions, or other factors that could limit access.**

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**X. IFC Section D103.1 Repealed and replaced. Section D103.1 is hereby repealed and replaced to read as follows:**

**D103.1 Access road specifications. Fire apparatus access roads shall meet these minimum specifications.**

**D103.1.1 Dimensions. Fire apparatus access roads shall have an unobstructed width of not less than 20 feet, exclusive of shoulders, except for *approved* security gates in accordance with Section 503.6, and an unobstructed vertical clearance of not less than 13 feet 6 inches. Angles of approach and angles of departure shall conform with fire districts standards.**

**D103.1.2 Authority. The *fire code official* shall have the authority to require or permit modifications to the required access widths where they are inadequate for fire or rescue operations or where necessary to meet the public safety objectives for the jurisdiction.**

**Y. IFC Section D103.3 Repealed and replaced. Section D103.3 is hereby repealed and replaced to read as follows:**

**D103.3 Turning radius. The minimum turning radius shall be 25 feet inside radius and 40 foot outside radius.**

**Z. IFC Section D103.4 Repealed and replaced. Section D103.4 is hereby repealed and replaced to read as follows:**

**D103.4 Dead ends. Dead-end required fire apparatus access roads in excess of 150 feet shall be provided with width and turnaround provisions in accordance with Table D103.4 and Figure D103.1.**

15.04.120      ~~((Uniform Code for the Abatement of Dangerous Buildings adopted.))~~  
**International Property Maintenance Code adopted.**

~~((The Uniform Code for the Abatement of Dangerous Buildings, 1997 Edition, published by the International Code Council, is hereby adopted.~~

~~A. UCADB Section 103 Amended. Section 103 of the UCADB is hereby amended to read as follows:~~

~~Section 103—Alterations, Additions And Repairs. All buildings or structures which are required to be repaired under the provisions of this code shall be subject to the provisions of Chapter 34 of the International Building Code, 2012 Edition and the International Existing Building Code, 2012, Edition, as adopted and amended by the City of Monroe.~~

~~B. UCADB Section 201.2 Amended. Section 201.2 of the UCADB is hereby amended to read as follows:~~

~~Section 201.2 Inspections. The health officer and the code official are hereby authorized to make such inspections and take such actions as may be required to enforce the provisions of this code.~~

C. ~~UCADB Section 204 Amended. Section 204 of the UCADB is hereby amended to read as follows:~~

~~Section 204— Inspection of Work. All buildings or structures within the scope of this code and all construction or work for which a permit is required shall be subject to inspection by the code official in accordance with and in the manner provided by this code and Sections 110 and 1701 of the International Building Code as adopted and amended by the City of Monroe.~~

D. ~~UCADB Section 205 Amended. Section 205 of the UCADB is hereby amended to read as follows:~~

~~Section 205 Code Enforcement. Enforcement of violations of this code shall be in accordance with Chapter [1.04](#) of the Monroe Municipal Code.~~

E. ~~UCADB Section 301 Amended. Section 301 of the UCADB is hereby amended to read as follows:~~

~~For the purpose of this code, certain terms, phrases, words, and their derivatives shall be construed as specified in either this chapter or as specified in the International Building Code. Where terms are not defined, they shall have their ordinary accepted meanings within the context with which they are used. Words used in the singular include the plural and plural the singular. Words used in the masculine gender include the feminine and the feminine the masculine.~~

~~BUILDING CODE is the International Building Code promulgated by the International Code Council, as adopted by this jurisdiction.~~

~~Dangerous Building is any building or structure deemed to be dangerous under the provisions of Section 302 of this code.~~

F. ~~UCADB Chapter 4 Deleted. Chapter 4 of the UCADB is hereby deleted in its entirety.~~

G. ~~UCADB Chapter 5 Amended. Chapter 5 of the UCADB is hereby amended to read as follows:~~

~~Chapter 5— APPEALS.~~

~~Section 501 Appeals. All appeals of orders, decisions, interpretations or determinations made by the building official relative to the application and interpretation of this code shall be to the City of Monroe Hearing Examiner in accordance with MMC Title [22](#). The Hearing Examiner shall have no authority to waive requirements of this code.~~

~~Section 502 Limitations on authority. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply or an equally good or better form of construction is proposed. The hearing examiner shall have no authority to waive requirements of this code.~~

~~H. UCADB Chapter 6 Deleted. Chapter 6 of the UCADB is hereby deleted in its entirety.~~

~~I. UCADB Chapter 7 Deleted. Chapter 7 of the UCADB is hereby deleted in its entirety.~~

~~J. UCADB Section 801.1 Amended. Section 801.1 of the UCADB is hereby amended to read as follows:~~

~~Section 801.1 Procedure. When any work of repair or demolition is to be done pursuant to Monroe Municipal Code Section 1.04.030, the building official shall issue an order therefore to the director of public works and the work shall be accomplished by personnel of his jurisdiction or by private contract under the direction of said director. Plans and specifications therefor may be prepared by said director, or the director may employ such architectural and engineering assistance on a contract basis as deemed reasonably necessary. If any part of the work is to be accomplished by private contract, standard public works contractual procedures shall be followed.)~~

**The 2018 Edition of the International Property Maintenance Code, is hereby adopted by reference. In the event of any conflict between any provision of the IPMC and this section, the provisions of this section shall apply.**

**A. IPMC section 101.1 Amended. Section 101.1 is hereby amended to read as follows:**

**Section 101.1 Title. These regulations shall be known as the International Property Maintenance Code of the City of Monroe, hereinafter referred to as “this code.”**

**B. IPMC section 103.5 Amended. Section 103.5 is hereby amended to read as follows:**

**Section 103.5 Fees. Fees shall be set forth in a fee resolution adopted, and from time to time amended, by the city council.**

**C. IPMC section 107 Repealed and replaced. Section 107 is hereby repealed and replaced to read as follows:**

**Section 107 – NOTICES OF VIOLATIONS.**

**107.1 Notice of violation. Enforcement of violations of this code shall be in accordance with Chapter 1.04 of the Monroe Municipal Code. Signs, tags, or seals posted or affixed by the building official shall not be mutilated, destroyed, tampered with, or removed without authorization from the building official. The fine for the removal, mutilation, destruction of, or tampering with said notice, sign, tags, or seals shall be as set forth in the Monroe Municipal Code, Section 15.04.200.**

**D. IPMC section 111 Repealed and replaced. Section 111 is hereby repealed and replaced to read as follows:**

**Section 111 – APPEALS.**

**111.1 Appeals. All appeals of orders, decisions, interpretations or determinations made by the code official relative to the application and interpretation of the IPMC shall be to the City of Monroe Hearing Examiner in accordance with Chapter 2.34 MMC. The Hearing Examiner shall have no authority to waive requirements of this code.**

111.2 Limitations on authority. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply or an equally good or better form of construction is proposed. The hearing examiner shall have no authority to waive requirements of this code.

**E. IPMC section 112.2 Repealed and replaced. Section 112.2 is hereby repealed and replaced to read as follows:**

112.2 Issuance. **The stop work order shall be in writing and shall be given to the owner of the property involved, the owner’s authorized agent or the person performing the work. Upon issuance of a stop work order, the cited work shall immediately cease. The stop work order shall state the reason for the order and the conditions under which the cited work will be permitted to resume.** There shall be a fee imposed for issuance of a Stop Work Order in the amount set by periodic fee resolution of the Monroe City Council.

F. IPMC Section 112.4 **Repealed.** **Section** 112.4 is **hereby repealed** in its entirety.

**G. IPMC section 302.3 Repealed and replaced. Section 302.3 is hereby repealed and replaced to read as follows:**

**Sidewalks and driveways. Sidewalks, walkways, stairs, driveways, parking spaces and similar areas shall be kept in a proper state of repair, and maintained free from hazardous conditions, including:**

**1. All vegetation, signs, or other obstructions, which prevent persons from obtaining a clear view of traffic when approaching an intersection or pedestrian sidewalk shall be removed.**

**2. All overgrown vegetation which project over a public sidewalk less than eight feet above the surface thereof, as well as the full width, or less than fourteen feet above the surface of a public street shall be removed.**

**H. IPMC section 302.4 amended. IPMC section 302.4 first paragraph is hereby amended to read as follows:**

**Section 302.4 Weeds. Premises and exterior property shall be maintained free from weeds or plant growth in excess of 12 inches. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens.**

**I. IPMC section 304.14 amended. IPMC section 304.14 is hereby amended to read as follows:**

**304.14 Insect Screens. During the period from April 1 to October 31, every door, window and other outside opening required for ventilation of habitable rooms, food preparation areas, food service areas or any areas where products to be included or utilized in food for human consumption are processed, manufactured,**

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**packaged or stored shall be supplied with approved tightly fitting screens of minimum 16 mesh per inch (16 mesh per 25 mm) and every screen door used for insect control shall have a self-closing device in good working condition.**

**Exception: Screens shall not be required where other approved means, such as air curtains or insect repellent fans, are employed.**

**J. IPMC section 602.3 amended. IPMC section 602.3 is hereby amended to read as follows:**

**Section 602.3 Heat Supply. Every owner and operator of any building who rents, leases or lets one or more dwelling units or sleeping units on terms, either expressed or implied, to furnish heat to the occupants thereof shall supply heat year-round to maintain a minimum temperature of 68°F (20°C) in all habitable rooms, bathrooms and toilet rooms.**

**Exceptions:**

**1. When the outdoor temperature is below the winter outdoor design temperature for the locality, maintenance of the minimum room temperature shall not be required provided that the heating system is operating at its full design capacity. The winter outdoor design temperature for the locality shall be as indicated in Appendix D of the International Plumbing Code.**

**2. In areas where the average monthly temperature is above 30°F (-1°C), a minimum temperature of 65°F (18°C) shall be maintained.**

**K. IPMC 602.4 amended. IPMC section 602.4 is hereby amended to read as follows:**

**Section 602.4 Occupiable work spaces. Indoor occupiable work spaces shall be supplied with heat year-round to maintain a minimum temperature of 65°F (18°C) during the period the spaces are occupied.**

**Exceptions:**

**1. Processing, storage and operation areas that require cooling or special temperature conditions.**

**2. Areas in which persons are primarily engaged in vigorous physical activities.**

**L. IPMC Appendix A “Boarding Standard” is hereby adopted in its entirety.**

15.04.130 International Energy Conservation Code adopted.

((The International Energy Conservation Code, 2012 Edition, Chapter 51-11C WAC, published by the International Code Council, together with the 2012 state wide amendments, effective July 1, 2013, is hereby adopted by ~~reference.~~))**As adopted by the State of Washington Building Code Council under Chapters 51-11R and 51-11C WAC, the 2018 Edition of the International Energy Conservation Code as published by the International Code Council along with the State of Washington Building Code Council’s amendments are adopted by reference.**

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15.04.145      ~~((International Fuel Gas Code adopted.))~~ **International Swimming Pool and Spa Code.**

~~((Repealed by [Ord. 007/2016](#)))~~

**The 2018 Edition of the International Swimming Pool and Spa Code, is hereby adopted by reference. In the event of any conflict between any provision of the ISPSC and this section, the provisions of this section shall apply.**

**A. ISPSC Section 101.1 Amended. Section 101.1 is hereby amended to read as follows:**

**101.1 Title. These regulations shall be known as the International Swimming Pool and Spa Code of the City of Monroe, hereinafter referred to as the “ISPSC” or “this code.”**

**B. ISPSC Section 105.5.3 Repealed and replace. Section 105.5.3 is hereby repealed and replaced to read as follows:**

**105.5.3 Expiration. Every permit issued shall become null and void two years after the date of issuance. The building official is authorized to grant, in writing, a onetime 30 day extension when only the final inspection is remaining and all other work has been approved. The extension shall be requested in writing and justifiable cause demonstrated before the expiration.**

**C. ISPSC Section 105.5.4 Repealed. Section 105.5.4 is hereby repealed in its entirety.**

**D. ISPSC Section 105.6.2 Repealed and replaced. Section 105.6.2 is hereby repealed and replaced to read as follows:**

**105.6.2 Fee schedule. The fee for each permit required under the Mechanical Code shall be as set by periodic fee resolution of the Monroe City Council.**

**E. ISPSC Section 105.6.3 Repealed and replaced. Section 105.6.3 is hereby repealed and replaced to read as follows:**

**105.6.3 Fee refunds. The building official may authorize the refund of fees paid upon filing of a written application by the original permittee not later than 180 days after the date of fee payment, as follows:**

**1. 100% of any fee erroneously paid or collected;**

**2. Up to 80% of the permit fee paid when no work has been done under a permit issued in accordance with the City of Monroe Fees Resolution; or**

**3. Up to 80% of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan review is done.**

**The request for a fee refund must be made in writing, prior to the expiration date of the 180 day plan review period, or the expiration date of the mechanical permit, and with justifiable cause.**

**F. ISPSC Section 107.2 Repealed and replaced. Section 107.2 is hereby repealed and replaced to read as follows:**

**107.2 Notice of violation. Enforcement of violations of this code shall be in accordance with Chapter [1.04](#) of the Monroe Municipal Code. Signs, tags, or seals posted or affixed by the building official shall not be mutilated, destroyed, tampered with, or removed without authorization from the building official. The fine for the removal, mutilation, destruction of, or tampering with said notice, sign, tags, or seals shall be as set forth in the Monroe Municipal Code, Section [15.04.200](#).**

**G. ISPSC Section 107.3 Repealed. Section 107.3 is hereby repealed in its entirety.**

**H. ISPSC Section 107.4 Repealed. Section 107.4 is hereby repealed in its entirety.**

**I. ISPSC Section 107.5 Repealed and replaced. Section 107.5 is hereby repealed and replaced to read as follows:**

**107.5 Stop Work Orders. Where work is being done contrary to the provisions of this code, the Authority Having Jurisdiction shall be permitted to order the work stopped immediately. The stop work order shall be in writing and shall be given to the owner of the property involved, the owner's authorized agent or the person performing the work. The stop work order shall state the reason for the order and the conditions under which the cited work will be permitted to resume. There shall be a fee imposed for issuance of a Stop Work Order in the amount set by periodic fee resolution of the Monroe City Council. Unauthorized tampering, Signs, tags, or seals posted or affixed by the building official shall not be mutilated, destroyed, tampered with, or removed without authorization from the building official. The fine for the removal, mutilation, destruction of, or tampering with said notice, sign, tags, or seals shall be as set forth in the Monroe Municipal Code, Section [15.04.200](#).**

**J. ISPSC Section 107.6 Repealed. Section 107.6 is hereby repealed in its entirety.**

**K. ISPSC Section 108 Repealed and replaced. Section 108 is hereby repealed and replaced to read as follows:**

**Section 108 – APPEALS**

**108.1 Appeals. All appeals of orders, decisions, interpretations or determinations made by the building official relative to the application and interpretation of the ISPSC shall be to the City of Monroe Hearing Examiner in accordance with Chapter 2.34. The Hearing Examiner shall have no authority to waive requirements of this code.**

**109.2 Limitations on authority. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply or an equally good or better form of construction is proposed. The hearing examiner shall have no authority to waive requirements of this code.**

15.04.150 Approval of application and appeals.

The building permit application shall be reviewed by the city department heads and the application shall be approved or denied by the code official or designee. Any appeal of the decision of the code official shall be made to the city hearing examiner per Chapter 22.84 MMC. The hearing examiner shall have no authority relative to interpretation of the administrative provisions of the codes adopted in this chapter nor shall the examiner be empowered to waive requirements of such codes.

15.04.160 Disclaimer of liability.

A. The city of Monroe is not responsible for the accuracy of plans (preliminary or final) submitted for approval to the building department and does not guarantee that plan reviews and/or inspections will detect any hazard, design defect or code violations.

B. The applicant or his agent shall be solely responsible for verification of all property lines and setbacks in all cases involving new construction, a remodel or addition which would change the footprint of an existing structure, for construction of new fences or replacement of existing fences and all other circumstances which may impact setback requirements and/or property lines between one or more legal lots or parcels. The building official may require verification of property lines and setbacks prior to permit issuance by having the property owner or his agent stake the corners of his property. In his sole discretion, the building official may also require the applicant or his agent to provide a survey by a professional land surveyor licensed by the state of Washington.

#### 15.04.180 Permit issuance prerequisite – Private sewage disposal permit.

In cases of new construction where city services are not available, no building permit shall be issued in the city without the applicant having secured a private sewage disposal permit from the Snohomish health district wastewater section.

#### 15.04.190 Fees.

A. The administration of the provisions of this chapter shall be subject to any applicable fees as set by periodic resolution of the Monroe city council.

B. The value or valuation of construction shall be based on the contract amount for the permitted work or as determined by the code official per the Building Valuation Data – Square Foot Construction Costs Table (latest edition) from the Building Safety Journal published by ICC, whichever is higher. The valuation to be used in computing permit and plan checking fees shall be the total value of all plans and calculations prepared by design professionals, such as architects, engineers, land surveyors, landscape architects, and geologists, construction work, painting, roofing, electrical, plumbing, heating, air conditioning, elevators, fire extinguishing systems and any other permanent equipment. These fees are as adopted by city council per the periodic fees resolution Table 1-A.

C. *Plan Review Fees.* When submitted documents are required, a plan review fee shall be paid at the time of submitting the submittal documents for plan review. Said plan review fee shall be seventy-five percent of the building permit fee as shown in Table 1-A of the Monroe fees resolution.

#### 15.04.200 Violation – Penalty – Effective.

A. It is unlawful for any person, firm or corporation to erect, construct, alter, repair, move, remove, improve, convert, demolish, equip, use, occupy or maintain any building, structure or land in the city, or cause the same to be done, contrary to or in violation of any of the provisions of this chapter.

B. Any person, firm or corporation violating any of the provisions of this chapter shall be deemed guilty of a gross misdemeanor, and each such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this chapter is committed, continued, or permitted and upon conviction of any such violation such violation shall be subject for a maximum term fixed by the court of not more than one year, or by a fine in an amount fixed by the court of not more than five thousand dollars, or by both such imprisonment and fine.



**MONROE CITY COUNCIL**

Transportation/Planning, Public Works, and Parks  
& Recreation Committee Meeting  
Tuesday, October 27, 2020, 6 P.M.

**2020 Committee**  
Councilmembers  
Heather Rousey  
Ed Davis  
Jeff Rasmussen

<b>SUBJECT:</b>	<b>Resolution Accepting Notice of Intention to Commence Annexation – Monroe Woodlands</b>
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<b>DATE:</b>	<b>DEPT:</b>	<b>CONTACT:</b>	<b>PRESENTER:</b>	<b>ITEM:</b>
10/27/2020	Community Development	Shana Restall	Ben Swanson	New Business #2

**Discussion:** 10/27/20

- Attachments:**
- Resolution 018/2020
    - Exhibit A – Notice of Intention to Commence Annexation
    - Exhibit B – Signatures of Property Owners
    - Exhibit C – Legal Description and Survey
    - Exhibit D – Annexation Map

**REQUESTED ACTION:** Discuss Resolution No. 018/2020, accepting the Notice of Intention to Commence Annexation to the City pursuant to RCW 35A.14.120; requiring assumption of city indebtedness; authorizing of sixty percent petition circulation; and establishing an effective date.

**POLICY CONSIDERATIONS**

*Staff is requesting that the City Council accept the Notice of Intention to Commence Annexation (ten-percent petition), without modification, for 157.24 acres located in the Monroe Woodlands area west of 175th Ave SE and includes future US 2 bypass right-of-way (Exhibit C). In accordance with RCW 35A.14.120, the City Council may accept, reject, or geographically modify the proposed annexation. The proposed annexation area, which is in the City’s Urban Growth Area, is contiguous to existing city limits.*

*As identified in the City’s Six-Year Annexation Plan (Resolution No. 2009/012) and associated interlocal agreement with Snohomish County (Exhibits 2 and 3, respectively), it’s been the City’s policy to purposefully annex land within the City’s UGA to meet the goals and policies of the Growth Management Act. If the City Council accepts the Notice of Intention to Commence Annexation, then the owners of not less than sixty percent of the assessed value of the annexation area must sign the petition and file it with the City.*

*After accepting the petition, the City will send it to the Snohomish County Assessor’s office for verification. A Notice of Intent must also be filed with the Boundary Review Board (BRB). After verification of signatures, the City Council will set a date for a public hearing and publish the notice of the hearing in a newspaper of general circulation of the City. The notice shall also be posted in three public places within the proposed annexation area and shall specify the time and place of hearing.*

*At least sixty days before the effective date of the annexation, the City must also provide notification, by certified mail or electronic means, that includes a list of annexed parcel numbers and the street address to the Snohomish County Treasurer and Assessor, to the relevant utility and natural gas providers, to the fire district, library district and public health district. Following the public hearing, the City Council may annex all or any of the proposed area by ordinance. Pre-annexation zoning regulations were adopted for the proposed annexation area in 2018 (Ordinance No. 022/2018).*

*If the BRB has not invoked jurisdiction, upon the date fixed in the ordinance of the annexation, the area annexed shall become part of the City and is thereafter subject to the same taxation, indebtedness, comprehensive plan, and zoning regulations.*

### **DESCRIPTION/BACKGROUND**

On September 22, 2020, the City of Monroe received a Notice of Intention to commence annexation proceedings signed by the property owner representing more than ten-percent of the assessed value of the proposed annexation area. The subject area of is approximately 157.24 acres and is located immediately north of Monroe city limits in unincorporated Snohomish County within the Monroe Urban Growth Area.

The proposed annexation area is contiguous with the Foothills neighborhood located to immediately to the south. Immediately to the east is the Robinhood neighborhood. Per Snohomish County Zoning, the subject area is currently zoned R-7200. Pursuant to Ordinance No. 022/2018, future City zoning when annexed would be Single-Family Residential - 7 Dwellings Per Acre (R7).

### **FISCAL IMPACTS**

The proposed annexation area shall be required to assume its proportionate share of the general indebtedness of the City of Monroe at the time of the effective date of such annexation RCW 35A.14.120.

### **TIME CONSTRAINTS**

The final plat for the area proposed to be annexed has been approved and was recorded at Snohomish County. Building permits are currently being issued by the County for development; thus excluding the City from potential sources of revenue.

### **ALTERNATIVES TO REQUESTED ACTION**

Discussion only. No action needed at this time.

**CITY OF MONROE**  
**RESOLUTION NO. 018/2020**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONROE, WASHINGTON, ACCEPTING A NOTICE OF INTENTION TO COMMENCE ANNEXATION TO THE CITY PURSUANT TO RCW 35A.14.120; REQUIRING ASSUMPTION OF CITY INDEBTEDNESS AND PRE ANNEXATION ZONING REGULATIONS AS CONDITIONS OF ANNEXATION; AUTHORIZING THE CIRCULATION OF AN ANNEXATION PETITION; AND ESTABLISHING AN EFFECTIVE DATE

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WHEREAS, the City of Monroe entered into an Interlocal Agreement with Snohomish County concerning annexation within the Monroe Urban Growth Area (UGA), recorded under Snohomish County Auditor's File Number 9609110230 (Exhibit 2); and

WHEREAS, the City of Monroe adopted a Six-Year Annexation Plan under Resolution 2009/012 that provides an annexation strategy for the Monroe UGA (Exhibit 3); and

WHEREAS, a notice signifying intention to commence annexation proceedings pursuant to RCW 35A.14.120 has been filed with the City (Exhibit A). The proposed annexation area is shown on the attached map (Exhibit D). The area is contiguous with existing City limits, lies in unincorporated Snohomish County, is contained within the City's UGA, and may generally be described as an area of approximately 157.24 acres located in the Monroe Woodlands area west of 175<sup>th</sup> Ave SE and includes future US 2 bypass right-of-way (Exhibit C); and

WHEREAS, on October 27, 2020, the City Council met with the initiating party as required by RCW 35A.14.120; and

WHEREAS, pursuant to RCW 35A.14.120, the initiating party represents more than ten percent of the current assessed value of all parcels in the proposed annexation area (Exhibit B); and

WHEREAS, the property owners of Monroe Woodlands neighborhood have executed a no-protest agreement as part of their covenants and agreements with the land, and shall not protest or challenge by referendum or any other method, any annexation of the properties to the City of Monroe;

WHEREAS, without waiver of the City Council's ultimate discretion to approve by ordinance or to deny the proposed annexation, the Council has preliminarily determined that it shall accept the proposed annexation without modification, and shall require as conditions of annexation the assumption of the area's proportionate share of City indebtedness and the adoption of the pre-annexation zoning regulation contained in Ordinance 018/2019.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MONROE,  
WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. The Monroe City Council accepts the Notice of Intention to Commence Annexation for the area described in Exhibits C and D hereto in accordance with RCW 35A.14.120.

Section 2. The area described in Exhibits C and D hereto, if annexed to the City, shall be required to assume its proportionate share of the general indebtedness of the City of Monroe as of the effective date of such annexation.

Section 3. The area described in Exhibits C and D hereto, if annexed, shall be designated on the City's zoning map as Single-Family Residential - 7 Dwellings Per Acre (R7) in accordance with the pre-annexation zoning regulation adopted under Ordinance No. 018/2019.

Section 4. The City Council hereby authorizes the circulation of a petition for annexation with respect to the area described in Exhibits C and D hereto. Such petition shall set forth the requirements contained in Section 2 and Section 3 of this resolution, respectively, together with a quotation from the minute entry thereof.

Section 5. The City Clerk is hereby authorized and directed to record and enter into the official City Council minutes the substance of this resolution.

Section 6. Effective Date. This resolution shall take effect immediately upon passage.

ADOPTED by the City Council of the City of Monroe, at its regular meeting thereof, and APPROVED by the Mayor this \_\_\_\_ day of \_\_\_\_\_, 2020.

CITY OF MONROE, WASHINGTON

\_\_\_\_\_  
Geoffrey Thomas, Mayor

ATTEST:

\_\_\_\_\_  
Becky Hasart, Finance Director/Interim City Clerk

NOTICE OF INTENTION TO COMMENCE ANNEXATION

TO: The Monroe City Council  
806 W. Main Street  
Monroe, WA 98272

RE: Notice of Intention to Commence Annexation; Monroe Woodlands

We, the undersigned, who are the property owners of not less than ten percent in assessed value of the proposed area to be annexed, according to the Snohomish County Tax Assessor's current records, hereby advise the Monroe City Council that the undersigned residents desire to commence annexation proceedings. Attached hereto are Exhibit A, which contains the signatures of the property owners (see attachment next page) of this Notice of Intention; Exhibit B, which contains the property area boundary legal description; and Exhibit C that includes a map depicting the intended boundaries of the annexation.

We, the undersigned, request that the Monroe City Council set a date within 60 days after the filing of this request to meet with the undersigned to determine:

1. Whether the City Council will accept, reject, or modify the proposed annexation;
2. Whether the City Council will require the adoption of zoning for the proposed area in compliance with the current Comprehensive Plan, adopted by Chapter 22.10 of the Monroe Municipal Code; and
3. Whether the City Council will require property owners within the proposed annexation area to assume existing City indebtedness.

Applicant's Signature: \_\_\_\_\_



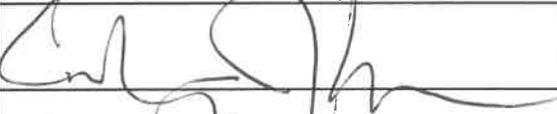
EXHIBIT B

**CITY OF MONROE  
COMMUNITY DEVELOPMENT  
PERMIT DIVISION**

806 WEST MAIN STREET | MONROE, WA 98272  
City Hall 360.794.7400 | [www.monroewa.gov](http://www.monroewa.gov)

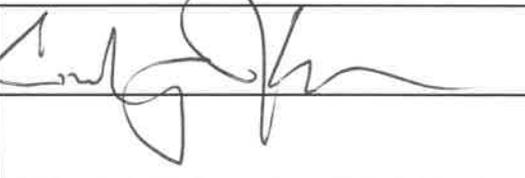
**NOTICE OF INTENTION TO COMMENCE ANNEXATION  
10% Petition Signatures**

PARCEL NUMBER REPRESENTED	PROPERTY OWNER'S NAME	PROPERTY ADDRESS	PROPERTY OWNER'S SIGNATURE	DATE SIGNED
1 1038000003100	ANGELA BERG	17429 125TH STREET SE SNOHOMISH, WA 98290		
2 1038000003200	JOSH AND CHERYL JANSEN	17417 125TH STREET SE SNOHOMISH, WA 98290		
3 1038000003300	TAYLOR J AND LAURA C FROST	17401 125TH STREET SE SNOHOMISH, WA 98290		
4 1038000003400	TYLER J AND DANA J ALLISON	17331 125TH STREET SE SNOHOMISH, WA 98290		
5 1038000003500	WILLIAM L AND SHERRY L COSTON	17319 125TH STREET SE SNOHOMISH, WA 98290		
6 1038000003600	KURT M AND TRINA L FYKERUD	17303 125TH STREET SE SNOHOMISH, WA 98290		
7 1038000003700	JAMES R AND LORA L PEARSON	17225 125TH STREET SE SNOHOMISH, WA 98290		
8 1038000003800	GARY C AND VANESSA W BENNETT	17201 125TH STREET SE SNOHOMISH, WA 98290		

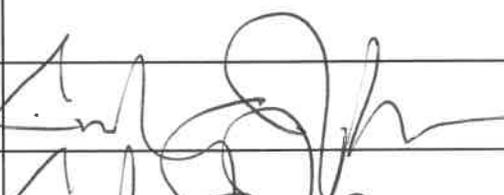
9	1038000003900	JODY D AND HEATHER A MCKINLEY	17127 125TH STREET SE SNOHOMISH, WA 98290		
10	1038000004000	DANIAL THOMPSON AND DAVID CAMDEN	17109 125TH STREET SE SNOHOMISH, WA 98290		
11	1038000004100	BRETT H AND KATHLEEN H FAWCETT	17128 125TH STREET SE SNOHOMISH, WA 98290		
12	1038000004200	SARA CAMERON AND DANIEL S JOHNSON	17202 125TH STREET SE SNOHOMISH, WA 98290		
13	1038000004300	KIRBY R AND LYNN M DUNCAN	17230 125TH STREET SE SNOHOMISH, WA 98290		
14	1038000004400	MICHAEL NOVICK	12522 173RD AVENUE SE SNOHOMISH, WA 98290		
15	1038000004500	BRIAN T ARMSTRONG	12528 173RD AVENUE SE SNOHOMISH, WA 98290		
16	1038000004600	JEFF AND MISTY PREWITT	12532 173RD AVENUE SE SNOHOMISH, WA 98290		
17	1038000004700	TYMON AND BRIDGET JOHNS	12527 173RD AVENUE SE SNOHOMISH, WA 98290		
18	1038000004800	ROBERT E AND ELIZABETH S BARTLEY	12521 173RD AVENUE SE SNOHOMISH, WA 98290		
19	1038000004900	CLARE FOLEY AND ROBERT C BUSHONG	12515 173RD AVENUE SE SNOHOMISH, WA 98290		
20	1038000005000	PETER K AND DIANN M RASMUSSEN	17322 125TH STREET SE SNOHOMISH, WA 98290		
21	1038000005100	PATRICIA M BAUCCIO	17332 125TH STREET SE SNOHOMISH, WA 98290		
22	1190500008600	PACIFIC RIDGE-DRH LLC	17510 131ST STREET SE SNOHOMISH, WA 98290	Ssd 10/13/20	
23	1190500008500	PACIFIC RIDGE-DRH LLC	17508 131ST STREET SE SNOHOMISH, WA 98290		10-14-20
24	1190500008400	PACIFIC RIDGE-DRH LLC	13032 173RD DRIVE SE SNOHOMISH, WA 98290	Ssd 8/26/20	

25	1190500000100	PACIFIC RIDGE-DRH LLC	17509 131ST STREET SE SNOHOMISH, WA 98290	Sold 7/16/20	
26	1190500000200	PACIFIC RIDGE-DRH LLC	13029 175TH AVENUE SE SNOHOMISH, WA 98290	Sold 7/6/20	
27	1190500008300	PACIFIC RIDGE-DRH LLC	13028 173RD DRIVE SE SNOHOMISH, WA 98290	Sold 8/26/20	
28	1190500008200	PACIFIC RIDGE-DRH LLC	13026 173RD DRIVE SE SNOHOMISH, WA 98290	Sold 8/14/20	
29	1190500000300	PACIFIC RIDGE-DRH LLC	13027 175TH AVENUE SE SNOHOMISH, WA 98290	Sold 6/23/20	
30	1190500000400	PACIFIC RIDGE-DRH LLC	13025 175TH AVENUE SE SNOHOMISH, WA 98290	Sold 6/11/20	
31	1190500008100	PACIFIC RIDGE-DRH LLC	13024 173RD DRIVE SE SNOHOMISH, WA 98290	Sold 8/6/20	
32	1190500004500	PACIFIC RIDGE-DRH LLC	13022 175TH AVENUE SE SNOHOMISH, WA 98290	Sold 7/20/20	
33	1190500000500	PACIFIC RIDGE-DRH LLC	13019 175TH AVENUE SE SNOHOMISH, WA 98290	Sold 7/22/20	
34	1190500008000	PACIFIC RIDGE-DRH LLC	13018 173RD DRIVE SE SNOHOMISH, WA 98290	Sold 7/31/20	
35	1190500004400	PACIFIC RIDGE-DRH LLC	13020 175TH AVENUE SE SNOHOMISH, WA 98290		6/14/20
36	1190500004600	PACIFIC RIDGE-DRH LLC	13021 173RD DRIVE SE SNOHOMISH, WA 98290	Sold 7/28/20	
37	1190500000600	PACIFIC RIDGE-DRH LLC	13017 175TH AVENUE SE SNOHOMISH, WA 98290	Sold 5/21/20	
38	1190500004300	KELLY E AND STEPHEN WILLIAM DARIES II	13012 175TH AVENUE SE SNOHOMISH, WA 98290	.	
39	1190500004700	PACIFIC RIDGE-DRH LLC	13013 173RD DRIVE SE SNOHOMISH, WA 98290	Sold 8/25/20	
40	1190500000700	CODY STEVENS AND DANIELLE MULLENE	13011 175TH AVENUE SE SNOHOMISH, WA 98290		

41	1190500007900	PACIFIC RIDGE-DRH LLC	13014 173RD DRIVE SE SNOHOMISH, WA 98290	SAD 8/28/20	
42	1190500004200	PACIFIC RIDGE-DRH LLC	13008 175TH AVENUE SE SNOHOMISH, WA 98290	SAD 8/22/20	
43	1190500004800	PACIFIC RIDGE-DRH LLC	13009 173RD DRIVE SE SNOHOMISH, WA 98290	SAD 8/28/20	
44	1190500000800	JASON AND KARIANN BOWLES	13007 175TH AVENUE SE SNOHOMISH, WA 98290		
45	1190500007800	PACIFIC RIDGE-DRH LLC	13010 173RD DRIVE SE SNOHOMISH, WA 98290	SAD 8/31/20	
46	1190500005000	PACIFIC RIDGE-DRH LLC	12931 173RD DRIVE SE SNOHOMISH, WA 98290	SAD 8/31/20	
47	1190500004100	PACIFIC RIDGE-DRH LLC	13004 175TH AVENUE SE SNOHOMISH, WA 98290	SAD 7/24/20	
48	1190500000900	JAMES P AND SUSAN B BROCK	13003 175TH AVENUE SE SNOHOMISH, WA 98290		
49	1190500007700	PACIFIC RIDGE-DRH LLC	13006 173RD DRIVE SE SNOHOMISH, WA 98290	SAD 9/25/20	
50	1190500001000	HALEY LJUNGGREN AND QUINTIN BROWN	12929 175TH AVENUE SE SNOHOMISH, WA 98290		
51	1190500007600	PACIFIC RIDGE-DRH LLC	12928 173RD DRIVE SE SNOHOMISH, WA 98290	SAD 9/22/20	
52	1190500004000	PACIFIC RIDGE-DRH LLC	12930 175TH AVENUE SE SNOHOMISH, WA 98290	SAD 8/31/20	
53	1190500005100	PACIFIC RIDGE-DRH LLC	12925 173RD DRIVE SE SNOHOMISH, WA 98290	SAD 9/24/20	
54	1190500001100	MCDUNNAH SCOTT A	12923 175TH AVENUE SE SNOHOMISH, WA 98290		
55	1190500007500	PACIFIC RIDGE-DRH LLC	12922 173RD DRIVE SE SNOHOMISH, WA 98290	SAD 10/9/20	
56	1190500003900	PACIFIC RIDGE-DRH LLC	12924 175TH AVENUE SE SNOHOMISH, WA 98290	SAD 8/14/20	

57	1190500005200	PACIFIC RIDGE-DRH LLC	12919 173RD DRIVE SE SNOHOMISH, WA 98290	Ssd 9/30/20	
58	1190500007400	PACIFIC RIDGE-DRH LLC	12914 173RD DRIVE SE SNOHOMISH, WA 98290	Ssd 10/8/20	
59	1190500003800	PACIFIC RIDGE-DRH LLC	12916 175TH AVENUE SE SNOHOMISH, WA 98290	Ssd 7/15/20	
60	1190500002300	PACIFIC RIDGE-DRH LLC	12918 175TH DRIVE SE SNOHOMISH, WA 98290	Ssd 9/16/20	
61	1190500001200	DESHAWN ELLIS AND EMILY COWDEN	12917 175TH AVENUE SE SNOHOMISH, WA 98290		
62	1190500007300	PACIFIC RIDGE-DRH LLC	12908 173RD DRIVE SE SNOHOMISH, WA 98290	Ssd 10/13/20	
63	1190500005300	PACIFIC RIDGE-DRH LLC	12913 173RD DRIVE SE SNOHOMISH, WA 98290	Ssd 10/8/20	
64	1190500001300	CHRISTOPHER THROOP	12911 175TH AVENUE SE SNOHOMISH, WA 98290		
65	1190500002200	PACIFIC RIDGE-DRH LLC	12912 175TH DRIVE SE SNOHOMISH, WA 98290	Ssd 7/31/20	
66	1190500003700	PACIFIC RIDGE-DRH LLC	12910 175TH AVENUE SE SNOHOMISH, WA 98290	Ssd 5/15/20	
67	1190500005400	PACIFIC RIDGE-DRH LLC	12907 173RD DRIVE SE SNOHOMISH, WA 98290		10-14-20
68	1190500001400	SCOTT A AND SHERRIE L LJUNGGREN	12905 175TH AVENUE SE SNOHOMISH, WA 98290		
69	1190500005500	PACIFIC RIDGE-DRH LLC	12901 173RD DRIVE SE SNOHOMISH, WA 98290		10-14-20
70	1190500003600	CORRINE AND ARMANDO A JANOG II	12904 175TH AVENUE SE SNOHOMISH, WA 98290		
71	1190500007200	FORESTAR (USA) REAL ESTATE GROUP, INC	17306 129TH STREET SE SNOHOMISH, WA 98290		
72	1190500001500	SAMANTHA KINSELLA & ANDREW CRABTREE	12831 175TH AVENUE SE SNOHOMISH, WA 98290		

73	1190500007100	<i>Pacific Ridge DRH</i> FORESTAR (USA) REAL ESTATE GROUP, INC	17302 129TH STREET SE SNOHOMISH, WA 98290	<i>[Signature]</i>	10-14-20
74	1190500002100	PACIFIC RIDGE-DRH LLC	12830 175TH DRIVE SE SNOHOMISH, WA 98290	<i>Sold 6/10/20</i>	
75	1190500007000	<i>Pacific Ridge DRH</i> FORESTAR (USA) REAL ESTATE GROUP, INC	17226 129TH STREET SE SNOHOMISH, WA 98290	<i>[Signature]</i>	10-14-20
76	1190500003500	ROBERT POKEY	12832 175TH AVENUE SE SNOHOMISH, WA 98290	<i>[Signature]</i>	
77	1190500005600	<i>Pacific Ridge DRH</i> FORESTAR (USA) REAL ESTATE GROUP, INC	12833 173RD DRIVE SE SNOHOMISH, WA 98290	<i>[Signature]</i>	10-14-20
78	1190500001600	WILLIAM J AND LEAH A WRIGHT	12825 175TH AVENUE SE SNOHOMISH, WA 98290	<i>[Signature]</i>	
79	1190500005700	<i>Pacific Ridge DRH</i> FORESTAR (USA) REAL ESTATE GROUP, INC	12827 173RD DRIVE SE SNOHOMISH, WA 98290	<i>[Signature]</i>	10-14-20
80	1190500003400	MARK R KINSMAN AND NASSIM ALIVIA RIAZI	12826 175TH AVENUE SE SNOHOMISH, WA 98290	<i>[Signature]</i>	
81	1190500005800	<i>Pacific Ridge DRH</i> FORESTAR (USA) REAL ESTATE GROUP, INC	12821 173RD DRIVE SE SNOHOMISH, WA 98290	<i>[Signature]</i>	10-14-20
82	1190500006500	<i>Pacific Ridge DRH</i> FORESTAR (USA) REAL ESTATE GROUP, INC	17313 129TH STREET SE SNOHOMISH, WA 98290	<i>[Signature]</i>	10-14-20
83	1190500006600	<i>Pacific Ridge DRH</i> FORESTAR (USA) REAL ESTATE GROUP, INC	17309 129TH STREET SE SNOHOMISH, WA 98290	<i>[Signature]</i>	10-14-20
84	1190500006700	<i>Pacific Ridge DRH</i> FORESTAR (USA) REAL ESTATE GROUP, INC	17303 129TH STREET SE SNOHOMISH, WA 98290	<i>[Signature]</i>	10-14-20
85	1190500006800	<i>Pacific Ridge DRH</i> FORESTAR (USA) REAL ESTATE GROUP, INC	17231 129TH STREET SE SNOHOMISH, WA 98290	<i>[Signature]</i>	10-14-20
86	1190500002000	KEVIN CARNEY	12824 175TH DRIVE SE SNOHOMISH, WA 98290	<i>[Signature]</i>	
87	1190500006900	<i>Pacific Ridge DRH</i> FORESTAR (USA) REAL ESTATE GROUP, INC	17223 129TH STREET SE SNOHOMISH, WA 98290	<i>[Signature]</i>	10-14-20
88	1190500001700	PACIFIC RIDGE-DRH LLC	12819 175TH AVENUE SE SNOHOMISH, WA 98290	<i>[Signature]</i>	10-14-20

89	1190500003300	TAYLOR R AND LAUREN N ELKINS	12820 175TH AVENUE SE SNOHOMISH, WA 98290		
90	1190500001800	PACIFIC RIDGE-DRH LLC	12813 175TH AVENUE SE SNOHOMISH, WA 98290		10-14-20
91	1190500001900	SHAELAH EASTERDAY AND CALEB A ELLEFSON	12818 175TH DRIVE SE SNOHOMISH, WA 98290		
92	1190500003200	BRIAN JONES	12814 175TH AVENUE SE SNOHOMISH, WA 98290		
93	1190500005900	FORESTAR (USA) REAL ESTATE GROUP, INC	12815 173RD DRIVE SE SNOHOMISH, WA 98290		
94	1190500003100	JOSE CARDENAS AND JENNIFER TEJADA FAMILY	12812 175TH AVENUE SE SNOHOMISH, WA 98290		
95	1190500006000	PACIFIC RIDGE-DRH LLC	12811 173RD DRIVE SE SNOHOMISH, WA 98290		10-14-20
96	1190500006400	PACIFIC RIDGE-DRH LLC	12816 173RD DRIVE SE SNOHOMISH, WA 98290		10-14-20
97	1190500006100	PACIFIC RIDGE-DRH LLC	12809 173RD DRIVE SE SNOHOMISH, WA 98290		10-14-20
98	1190500006300	<del>FORESTAR (USA) REAL ESTATE GROUP, INC</del> Pacific Ridge DRH	12810 173RD DRIVE SE SNOHOMISH, WA 98290		10-14-20
99	1190500006200	<del>FORESTAR (USA) REAL ESTATE GROUP, INC</del> Pacific Ridge DRH	12808 173RD DRIVE SE SNOHOMISH, WA 98290		10-14-20
100	1190500003000	THOMAS K AND ALLISON G BORLAND	12804 175TH AVENUE SE SNOHOMISH, WA 98290		
101	1190500002900	PACIFIC RIDGE-DRH LLC	12726 175TH AVENUE SE SNOHOMISH, WA 98290	Sold 6/17/20	
102	1190500002800	PACIFIC RIDGE-DRH LLC	12720 175TH AVENUE SE SNOHOMISH, WA 98290	Sold 6/16/20	
103	1190500002700	PACIFIC RIDGE-DRH LLC	12714 175TH AVENUE SE SNOHOMISH, WA 98290	Sold 9/23/20	

104	1190500002600	PACIFIC RIDGE-DRH LLC	12708 175TH AVENUE SE SNOHOMISH, WA 98290		10/14-20
105	1190500002500	<del>FORESTAR (USA) REAL ESTATE GROUP INC</del> <i>Pacific Ridge DRH</i>	12702 175TH AVENUE SE SNOHOMISH, WA 98290		10/14-20
106	1190500002400	<del>FORESTAR (USA) REAL ESTATE GROUP INC</del> <i>Pacific Ridge DRH</i>	12628 175TH AVENUE SE SNOHOMISH, WA 98290		10/14-20
107	1190500099900	FORESTAR (USA) REAL ESTATE GROUP INC	N/A		
108	1038000099500	ROOSEVELT RIDGE HOA	N/A		

## EXHIBIT "C"

## LEGAL DESCRIPTION OF WOODLANDS ANNEXATION

BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 28 NORTH, RANGE 6 EAST, WILLAMETTE MERIDIAN TOGETHER WITH A PORTION OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 28 NORTH, RANGE 6 EAST, WILLAMETTE MERIDIAN, BEING MORE PARTICULARLY DESCRIBED TO WIT:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 26;

THENCE SOUTH 88°01'23" EAST, ALONG THE EAST-WEST MIDSECTION LINE OF SAID SECTION 26, A DISTANCE OF 480.52 FEET TO A POINT IN THE SOUTHWESTERLY RIGHT-OF-WAY LINE AND THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 88°01'23" EAST, ALONG SAID MIDSECTION LINE THE FOLLOWING DISTANCES:

849.98 FEET TO THE NORTHWEST CORNER OF THE PLAT OF ROOSEVELT RIDGE AS RECORDED UNDER AUDITOR'S FILE NUMBER 200510265136, OFFICIAL PUBLIC RECORDS, SNOHOMISH COUNTY, WASHINGTON (OPRSCW);

1,330.49 FEET PASSING THE CENTER OF SAID SECTION 26

1269.33 FEET (IN ALL A DISTANCE OF 3,449.80 FEET) TO A POINT IN THE EASTERLY RIGHT-OF-WAY LINE OF 175TH AVE SE;

THENCE DEPARTING SAID MIDSECTION LINE AND ALONG SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING:

SOUTH 1°05'49" EAST, A DISTANCE OF 75.45 FEET;

SOUTH 88°54'11" WEST, A DISTANCE OF 1.07 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;

ALONG SAID CURVE TO THE RIGHT, WHOSE RADIUS BEARS NORTH 87°48'12" WEST, A DISTANCE OF 605.12 FEET, THROUGH A CENTRAL ANGLE OF 19°26'17", AN ARC DISTANCE OF 205.29 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT;

ALONG SAID CURVE TO THE LEFT, WHOSE RADIUS IS 424.80 FEET, THROUGH A CENTRAL ANGLE OF 22°43'56", AN ARC DISTANCE OF 168.54 FEET;

SOUTH 1°05'49" EAST, A DISTANCE OF 87.27 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT;

ALONG SAID CURVE TO THE RIGHT, WHOSE RADIUS IS 530.00 FEET, THROUGH A CENTRAL ANGLE OF 22°15'32", AN ARC DISTANCE OF 205.90 FEET;

THENCE SOUTH 9°59'19" WEST, A DISTANCE OF 46.54 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;

ALONG SAID CURVE TO THE LEFT, WHOSE RADIUS IS 470.00 FEET, THROUGH A CENTRAL ANGLE OF 11°05'10", AN ARC DISTANCE OF 90.94 FEET;

SOUTH 1°05'49" EAST, A DISTANCE OF 193.77 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;

ALONG SAID CURVE TO THE LEFT, WHOSE RADIUS IS 246.94 FEET, THROUGH A CENTRAL ANGLE OF 86°45'46", AN ARC DISTANCE OF 373.94 FEET ;

SOUTH 87°51'32" EAST, A DISTANCE OF 30.12 FEET;

THENCE SOUTH 2°08'26" WEST, DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, AT 80.85 FEET PASSING A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF 175TH DR SE, IN ALL A DISTANCE OF 143.76 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF 175TH DR SE THE FOLLOWING:

ALONG SAID CURVE TO THE RIGHT, WHOSE RADIUS IS 530.00 FEET, THROUGH A CENTRAL ANGLE OF 4°11'46", AN ARC DISTANCE OF 38.81 FEET;

SOUTH 6°20'14" WEST, A DISTANCE OF 181.14 FEET TO THE BEGINNING OF A CURVE OT THE LEFT;

ALONG SAID CURVE TO THE LEFT, WHOSE RADIUS IS 470.01 FEET, THROUGH A CENTRAL ANGLE OF 8°03'45, AN ARC DISTANCE OF 66.14 FEET;

SOUTH 1°43'33" EAST, A DISTANCE OF 61.83 FEET;

THENCE SOUTH 88°16'27 WEST, DEPARTING SAID EASTERLY RIGHT-OF WAY LINE, AT A DISTANCE OF 60.00 FEET PASSING THE WESTERLY RIGHT-OF-WAY LINE OF 175TH DR SE, BEING THE NORTHERNMOST SOUTHEAST CORNER OF TRACT 992, AS SHOWN ON THE PLAT OF MONROE WOODLANDS PHASE 1, RECORDED UNDER AUDITOR'S FILE NUMBER 201909165003, OPRSCW, IN ALL A DISTANCE OF 255.00 FEET;

THENCE SOUTH 1°43'33 EAST, A DISTANCE OF 500.00 FEET TO A POINT IN THE NORTHERLY RIGHT-OF-WAY LINE OF 131ST ST SE;

THENCE NORTH 88°16'27 EAST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 64.00 FEET;

THENCE SOUTH 1°43'33" EAST, DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 60.00 FEET TO A POINT IN THE SOUTHERLY RIGHT-OF-WAY LINE OF 131ST ST SE;

THENCE SOUTH 88°16'27" WEST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 14.00 FEET;

THENCE SOUTH 1°43'33" EAST, DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 208.08 FEET TO A POINT IN THE SOUTHERLY LINE OF THE AFOREMENTIONED SECTION 26;

THENCE NORTH 87°42'08" WEST, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 1277.27 FEET TO THE SOUTHERN QUARTER CORNER OF SAID SECTION 26, SAID CORNER BEING IN THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF PROPOSED SR-2 (WESTWICK ROAD TO NORTH MONROE INTERCHANGE) ;

THENCE ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE THE FOLLOWING:

NORTH 00°10'03" EAST, ALONG THE NORTH-SOUTH MIDSECTION LINE OF SAID SECTION 26, A DISTANCE OF 279.06 FEET;

NORTH 42°51'50" WEST, DEPARTING SAID MIDSECTION LINE, A DISTANCE OF 460.05 FEET;

SOUTH 68°37'463 WEST, A DISTANCE OF 714.67 FEET;

NORTH 40°22'28" WEST, A DISTANCE OF 353.14 FEET;

NORTH 4°16'13" EAST, A DISTANCE OF 639.38 FEET;

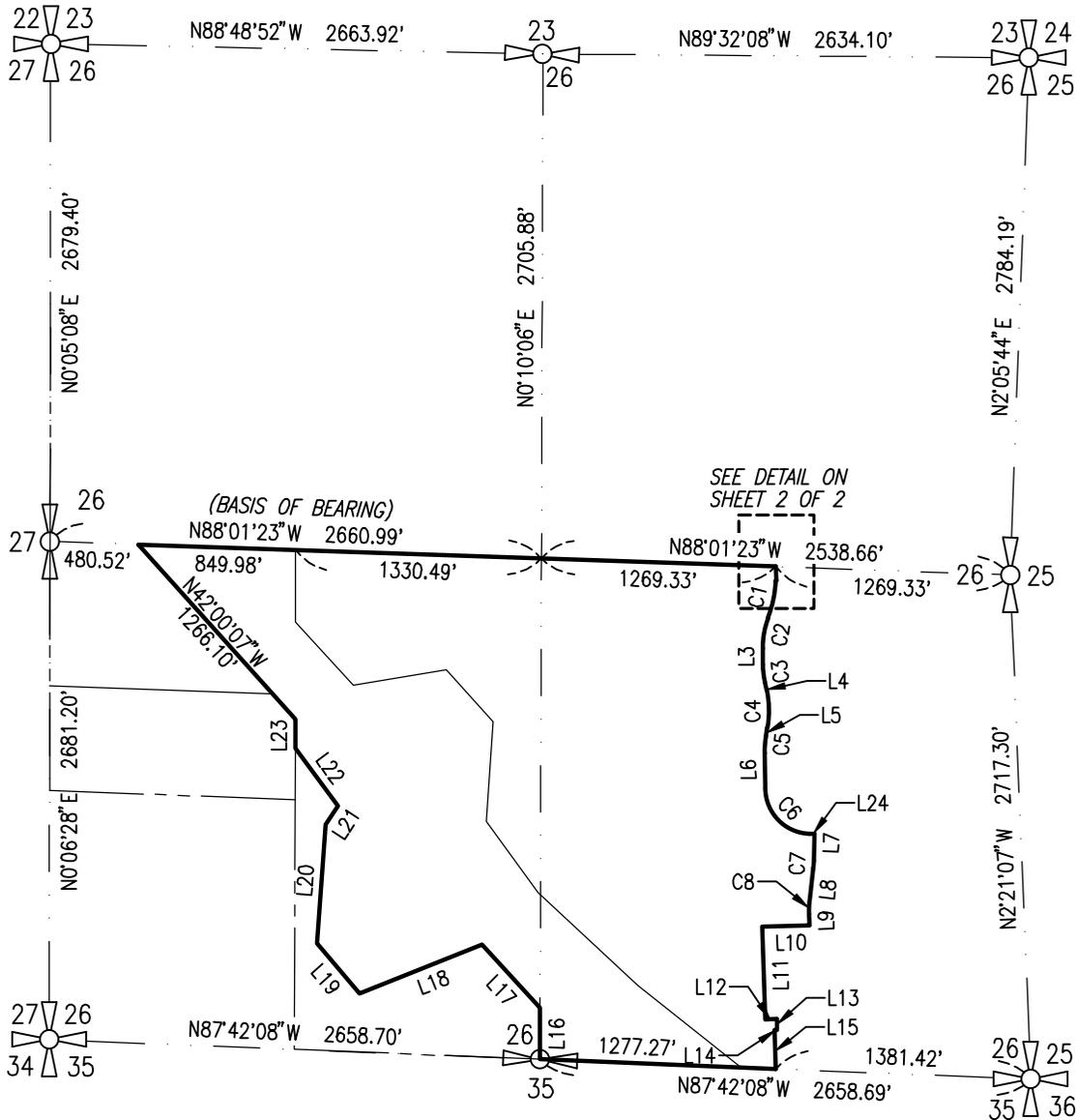
NORTH 32°53'05" EAST, A DISTANCE OF 119.23 FEET;

NORTH 36°35'54" WEST, A DISTANCE OF 386.40 FEET TO A POINT ALONG THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE AFOREMENTIONED SECTION 26;

NORTH 0°08'18" EAST, ALONG SAID EAST LINE, A DISTANCE OF 157.54 FEET;

THENCE NORTH 42°00'07" WEST, DEPARTING SAID EAST LINE, A DISTANCE OF 1266.10 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF LAND, CONTAINING 6,645.241 SQUARE FEET OF LAND, MORE OR LESS.

# EXHIBIT 'C'



**SURVEYOR'S NOTE:**

1. BEARINGS, DISTANCES AND ALL CURVE DATA SHOWN HEREON ARE BASED ON THE PLAT OF ROOSEVELT RIDGE AS RECORDED UNDER AUDITOR'S FILE No. 200510265136. BOUNDARY LINES SHOWN REPRESENT DEED LOCATIONS; OWNERSHIP LINES MAY VARY. NO GUARANTEE OF OWNERSHIP IS EXPRESSED OR IMPLIED.
2. SEE SHEET 2 OF 2 FOR LINE AND CURVE DATA.



SCALE: 1" = 1000'



SHEET 1 OF 2

**LDC**

THE CIVIL ENGINEERING GROUP

Engineering  
Structural  
Planning  
Survey

20210 142nd Avenue NE  
Woodinville, WA 98072

Ph. 425.806.1869  
Fx. 425.482.2893

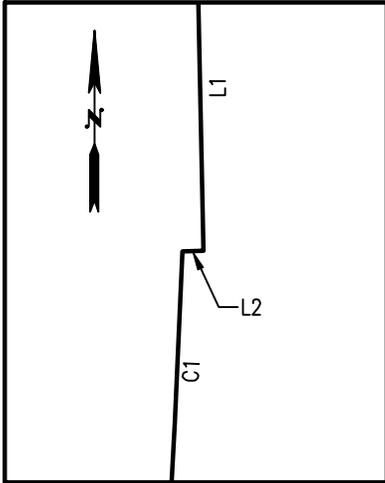
www.LDCcorp.com

**CITY OF MONROE  
WOODLANDS ANNEXATION**

SE 1/4 SEC. 26, TWN. 28 N., RNG. 6 E., W.M.  
SW 1/4 SEC. 26, TWN. 28 N., RNG. 6 E., W.M.  
CITY OF MONROE, SNOHOMISH COUNTY, WASHINGTON

DRAWN BY:	DATE:	DRAWING FILE NAME:	SCALE:	JOB NUMBER:
JCW	8-25-20	P20-115SV_SEC 3	1"=1000'	P20-115

# EXHIBIT 'C'



**DETAIL**  
SCALE 1" = 10'

Curve Table			
Curve #	Length	Radius	Delta
C1	205.29	605.12	19°26'17"
C2	168.54	424.80	22°43'56"
C3	91.65	470.00	11°10'22"
C4	205.90	530.00	22°15'32"
C5	90.94	470.00	11°05'10"
C6	373.94	246.94	86°45'46"
C7	38.81	530.00	4°11'46"
C8	66.14	470.01	8°03'45"

Line Table		
Line #	Length	Direction
L1	75.45'	N01°05'49"W
L2	1.07'	N88°54'11"E
L3	87.27'	N01°05'49"W
L4	44.67'	N12°16'11"W
L5	46.54'	N09°59'19"E
L6	193.77'	N01°05'49"W
L7	143.76'	N02°08'28"E
L8	181.14'	N06°20'14"E
L9	61.83'	N01°43'33"W
L10	255.00'	N88°16'27"E
L11	500.00'	N01°43'33"W
L12	64.00'	N88°16'27"E
L13	60.00'	N01°43'33"W
L14	14.00'	N88°16'27"E
L15	208.08'	N01°43'33"W
L16	279.06'	N00°10'03"E
L17	460.05'	N42°51'50"W
L18	714.67'	N68°37'43"E
L19	353.14'	N40°22'28"W
L20	639.38'	N04°16'13"E
L21	119.23'	N32°53'05"E
L22	386.40'	N36°35'54"W
L23	157.54'	N00°08'18"E
L24	30.12'	N87°51'32"W

**SURVEYOR'S NOTE:**

1. BEARINGS, DISTANCES AND ALL CURVE DATA SHOWN HEREON ARE BASED ON THE PLAT OF ROOSEVELT RIDGE AS RECORDED UNDER AUDITOR'S FILE No. 200510265136. BOUNDARY LINES SHOWN REPRESENT DEED LOCATIONS; OWNERSHIP LINES MAY VARY. NO GUARANTEE OF OWNERSHIP IS EXPRESSED OR IMPLIED.

SHEET 2 OF 2

**LDC**

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**CITY OF MONROE  
WOODLANDS ANNEXATION**

SE 1/4 SEC. 26, TWN. 28 N., RNG. 6 E., W.M.  
SW 1/4 SEC. 26, TWN. 28 N., RNG. 6 E., W.M.  
CITY OF MONROE, SNOHOMISH COUNTY, WASHINGTON

DRAWN BY:	DATE:	DRAWING FILE NAME:	SCALE:	JOB NUMBER:
JCW	8-25-20	P20-115SV_SEC 3	1"=1000'	P20-115

**Proposed  
Woodlands Annexation  
157.24 Acres  
Proposed Zoning: R7**

**Legend**

-  Proposed Annexation Area
-  Urban Growth Area/  
Monroe Sewer Service Area
-  Monroe City Limits/  
Roosevelt Water Association  
Service Area
-  Tax Parcels
-  Waterbodies
-  Watercourses



**Current City of  
Monroe Zoning**

-  R4
-  R7

**Proposed City of  
Monroe Zoning**

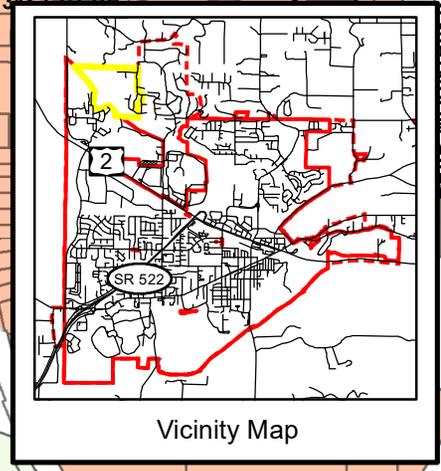
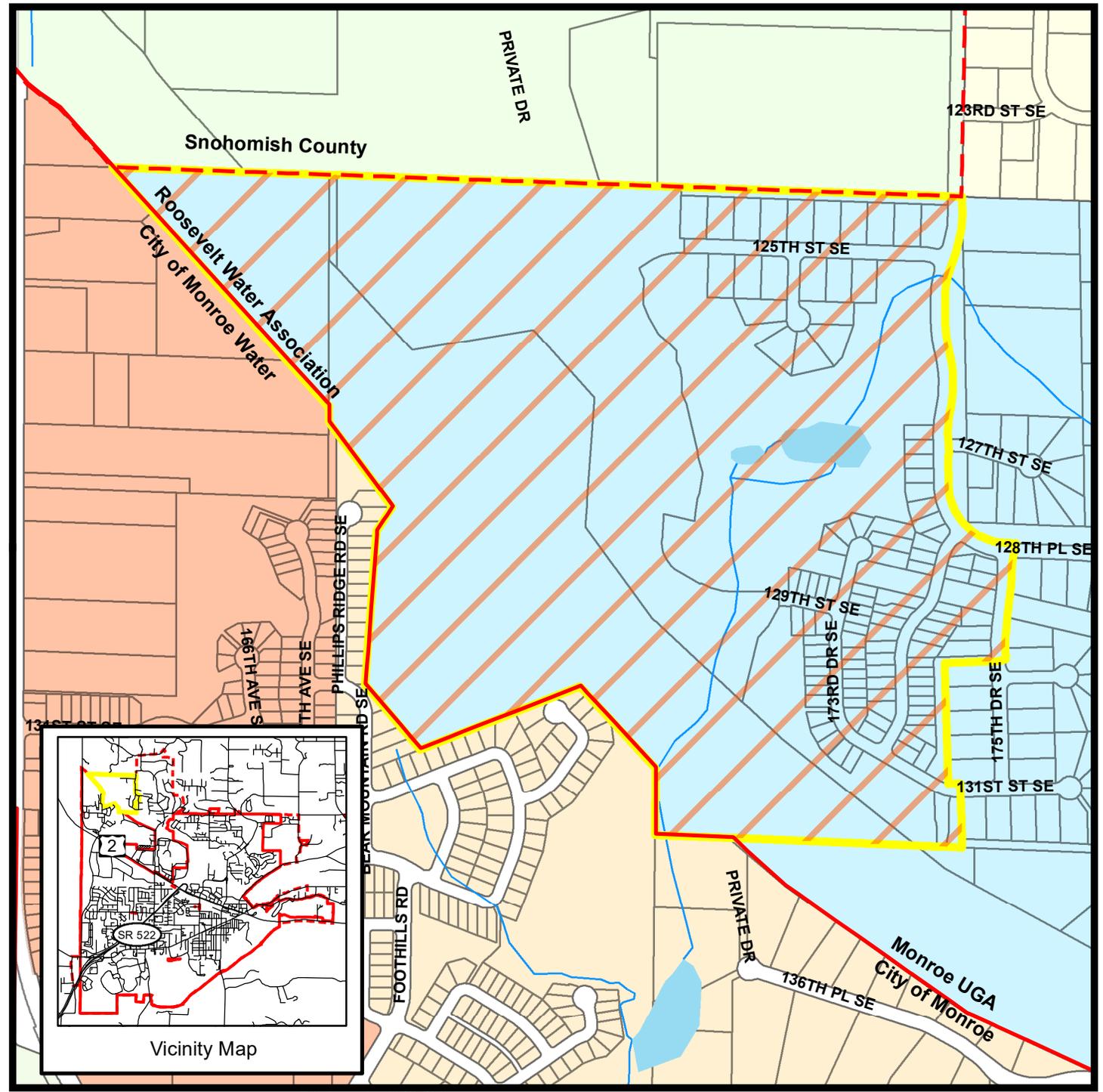
-  R7

**Current Snohomish  
County Zoning**

-  R-5
-  R-7,200
-  R-9,600

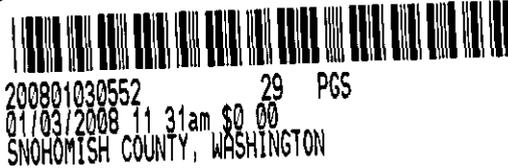


Source:  
Tax Parcel, Snohomish County,  
08/03/2020  
Wtrcs, Snohomish County,  
08/03/2020  
Wtrbdys, Snohomish County,  
08/03/2020  
IANzlovar 08/03/2020



After Recording Return to

Assistant Clerk  
Snohomish County Council  
3000 Rockefeller, M/S 609  
Everett, WA 98201



**INTERLOCAL AGREEMENT  
BETWEEN THE CITY OF MONROE AND SNOHOMISH COUNTY  
CONCERNING ANNEXATION AND URBAN DEVELOPMENT WITHIN  
THE MONROE URBAN GROWTH AREA**

**GENERAL RECITALS**

**1. PARTIES**

This Interlocal Agreement (hereinafter "AGREEMENT" or "ILA") is made by and between the City of Monroe (hereinafter referred to as the "CITY") and Snohomish County (hereinafter referred to as the "COUNTY"), political subdivisions of the State of Washington, pursuant to Chapter 36 70A RCW (the Growth Management Act), Chapter 36 115 RCW (the Governmental Services Act), Chapter 43 21C RCW (SEPA), Chapter 36 70B RCW (Local Project Review), Chapter 58 17 RCW (Subdivisions), Chapter 82 02 RCW (Excise Taxes), and Chapter 39 34 RCW (the Interlocal Cooperation Act)

**2. PURPOSE AND RECITALS**

- 2.1 The purpose of this AGREEMENT is to facilitate an orderly transition of services and responsibility for capital projects from the COUNTY to the CITY at the time of annexation of unincorporated areas of the COUNTY to the CITY. This AGREEMENT between the CITY and the COUNTY also addresses joint transportation system planning and the policies and procedures for reciprocal review and mitigation of interjurisdictional transportation system impacts of land development.
- 2.2 This AGREEMENT applies to all annexations that are approved after the effective date of this AGREEMENT. This AGREEMENT shall also apply to all development projects approved under Section 8 after the effective date of this AGREEMENT.
- 2.3 The City of Monroe's Growth Management Act (GMA) Comprehensive Plan, as now existing or hereafter amended, identifies the Monroe Urban Growth Area.

(UGA), within which potential future annexations may occur (Exhibit A) The CITY and the COUNTY may jointly agree to identify areas within and beyond the current Monroe UGA boundary where further study is desired to address issues of mutual interest, such as, but not limited to, future expansion of the urban growth boundary, utility expansion, or provision of certain public services, and including the area identified as the "southwest joint study area" in the Monroe Comprehensive Plan map (as amended).

- 2 4 The CITY and COUNTY recognize that this framework AGREEMENT includes general statements of principle and policy, and that addenda to existing interlocal agreements or government service agreements or additional agreements on specific topical subjects relating to annexation and service transition may be developed subsequently. Separate interlocal or government service agreements on specific annexation issues will supersede the specific language in this AGREEMENT only for that specific issue. Potential topics for additional agreements include roads and traffic impact mitigation, surface water management, parks, recreation and open space, police services, and fire marshal services.
- 2 5 If the COUNTY legislative authority finds that a proposed annexation within the Monroe UGA is consistent with this AGREEMENT and that an addendum pursuant to Section 13 of this Agreement is completed or is not necessary, the COUNTY will not oppose the proposed annexation and will send a letter to the Boundary Review Board in support of the proposed annexation.
- 2 6 The CITY and COUNTY wish to establish a generalized, framework interlocal agreement to implement urban development standards within the Monroe UGA prior to annexation, for the planning and funding of capital facilities in the unincorporated portion of the uncontested UGA, and to enable consistent responses to future annexations.
- 2 7 The CITY and COUNTY share a commitment to ensure that infrastructure which is within the funding capacities of the CITY and COUNTY will be in place within the UGA to serve development as it is ready for occupancy and use without decreasing service levels below locally established minimum standards.
- 2 8 The CITY and COUNTY believe it is in the best interest of the citizens of both jurisdictions to enable reciprocal imposition of impact mitigation requirements and regulatory conditions that effect improvements in the respective jurisdictions. Separate interlocal agreements on reciprocal park mitigation may be negotiated after the effective date of this agreement.
- 2 9 The CITY and COUNTY recognize the need for joint planning to establish local and regional facilities the jurisdictions have planned or anticipate for the area, to

identify ways to jointly provide these services, and to identify transition of ownership and maintenance responsibilities as annexations occur. This may result in mutual ongoing planning efforts, joint capital improvement plans, and reciprocal impact mitigation. Joint planning issues could include planning, design, funding ROW acquisition, construction, and engineering for road projects; regional transportation plans, infrastructure coordination, watershed management planning; capital construction and related services, parks, recreation, and open space.

- 2 10 The CITY agrees to adopt the COUNTY codes listed in Exhibit B by reference for the purpose of allowing the COUNTY to process and complete permits and fire inspections in annexed areas. Adoption of the COUNTY's codes in no way affects projects applied for under the CITY's jurisdiction. The COUNTY shall be responsible for providing copies of all the codes listed in Exhibit B in addition to all the updates thereto to the Monroe City Clerk, so that the City Clerk may maintain compliance with RCW 35A 12 140.
- 2 11 Within their own jurisdictions, the COUNTY and the CITY each have responsibility and authority derived from the Washington State Constitution, State laws, and any local charter to plan for and regulate uses of land and resultant environmental impacts, and by law must consider the impacts of governmental actions on adjacent jurisdictions.
- 2 12 The CITY and the COUNTY recognize that land use decisions and transportation planning can have extra-jurisdictional impacts and that intergovernmental cooperation is an effective manner to deal with impacts and opportunities that transcend local jurisdictional boundaries.
- 2 13 The CITY and the COUNTY agree to notify one another in the event of any proposed change in the laws, mitigation policies or regulations affecting this AGREEMENT, and to notify one another of the outcome of any such proposed changes. The County Council shall review and approve the CITY's mitigation fee schedule imposed on properties within unincorporated Snohomish COUNTY. The City Council shall review and approve the COUNTY's mitigation fee schedule imposed on properties within CITY limits.

## **ANNEXATION RELATED ISSUES**

### **3. GMA AND LAND USE**

Purpose To ensure land use requirements under GMA and the COUNTY's land use codes are met.

- 3 1 Urban density requirements Except as may be otherwise allowed by law, the

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CITY agrees to adopt and maintain land use designations and zones for the annexation areas that will accommodate within its jurisdiction, at a minimum, the population and employment allocation assigned by the COUNTY under GMA for the subject area. Provided, however, this shall not be deemed as a waiver of the CITY's right to appeal the assignment of population and employment allocation by any means provided by law. In furtherance of the finality policies underlying land use appeals, the County shall file and serve any judicial claim of noncompliance with this paragraph within 60 days of the City's adoption of the allegedly noncompliant regulation(s).

- 3.2 Imposition of City Standards The COUNTY agrees to encourage development applicants within the Monroe UGA to design projects consistent with the CITY's urban design and development standards. The CITY agrees to make written recommendations to the COUNTY on how proposed new land use permit applications could be changed to make them consistent with CITY standards. When approval of the development is contingent upon extension of water and/or sewer service provided by the CITY, the COUNTY agrees to impose only those conditions voluntarily negotiated between the developer and the CITY as a condition of a water and/or sewer contract between the property owner or developer and the CITY, provided that the conditions meet minimum COUNTY DEVELOPMENT standards and mitigation conditions. The CITY agrees that the COUNTY can only impose standards and conditions in addition to those that the COUNTY would impose under COUNTY codes, if the applicant agrees in writing.

#### 4. **TRANSFER OF PERMITS IN PROCESS BY THE COUNTY**

Purpose To guarantee continuity for permit applicants by the COUNTY and CITY working together to set a process for transfer of permits at an appropriate stage of a permit review process and/or when the CITY is able to handle the additional workload.

- 4.1 Land use permit application consultation After the effective date of this AGREEMENT, the COUNTY agrees to give the CITY timely written notice and review opportunity related to all land use permit applications inside the Monroe UGA, as defined in Subsection 4.5.1 below, as soon as the COUNTY is aware of such applications. The COUNTY will invite the staff representatives from the CITY to attend staff meetings with the applicant relating to the permit, including pre-application meetings.
- 4.2 Review of COUNTY land use permit applications All land use applications submitted to the COUNTY within the Monroe UGA that are subject to SEPA will be reviewed under the terms of Sections 3 and 8 of this AGREEMENT, the provisions of SEPA, and any other interlocal agreements relating to interjurisdictional coordination.

4 3 County will process permits The COUNTY agrees to continue processing both building and land use permit applications in the annexed area for which complete applications were filed before the effective date of the annexation, as provided below

4 4 Building permits

4 4 1 Definitions For the purposes of this AGREEMENT, the following definitions apply "building permit" is defined as printed permission issued by the authorizing jurisdiction that allows for the construction of a structure, and includes repair, alteration, or addition of or to a structure. "Associated permits" means mechanical, electrical, plumbing and sign permits for the building being permitted. "Completion" means final administrative or quasi-judicial approvals, including final inspection and issuance of an occupancy permit

4 4 2 Completion of building permits In areas that have been annexed, the COUNTY agrees, at no cost to the City, to complete processing of building permit applications that were deemed complete prior to the effective date of the annexation, subject to the limitations in Subsections 4 4 4 and 4 4 5 of this AGREEMENT In addition, the COUNTY agrees to accept, process, and conduct inspections through completion for any associated permits for which it receives an application and accompanying fees before the effective date of the annexation Where legislative approval by the Monroe City Council is required, the COUNTY will provide appropriate staff for the City Council's meeting, if deemed necessary by the CITY Permit renewals shall be governed by Section 4 6

4 4 3 Appeals of building permits The COUNTY agrees to be responsible for defending, at no cost to the CITY, any administrative, quasi-judicial or judicial appeals of building permits issued by the COUNTY in the annexed area

4 4 4 Building permits may be issued up to four months after annexation in areas that have been annexed The COUNTY agrees to continue processing building permit applications pursuant to Subsection 4 4 2 of this AGREEMENT for up to four months following the effective date of the annexation On or about the effective date of the annexation, the COUNTY and CITY will determine, in consultation with the applicant(s), whether any pending building permit applications will be transferred to the CITY for completion

4 4 5 Transfer by request of permit applicant Upon receipt of a written request by a permit applicant, the CITY may at any time request the COUNTY to transfer pending building permit applications The COUNTY will contact applicants for pending permit applications to provide advance notification of the transfer date The CITY will honor any intermediate approvals (such as building plan check approval) that are effective prior to transfer of the permit application Following

consultation with the COUNTY, CITY staff must approve extension of intermediate approvals following the annexation.

**4.4.6 Transfer of permit fees** The CITY and COUNTY agree to proportionately share the permit application fees for any transferred cases. The COUNTY agrees to transfer a proportionate share of the application fee collected to the CITY, commensurate with the amount of work left to be completed on the permit. The proportionate share will be based on the COUNTY's permitting fee schedule.

**4.5 Land use permits**

**4.5.1 Definitions** For the purposes of this AGREEMENT, the following definitions apply "land use permit" is defined as non-single family building permits for structures greater than 4,000 square feet in size, subdivisions, planned residential developments, short subdivisions, conditional uses, special uses, rezones, shoreline substantial development permits, and variances "Review stage" is defined for subdivisions and short subdivisions to include the following elements which will individually be regarded as a distinct "stage" preliminary plat approval, plat construction plan approval, inspection or final plat processing "Review stage" for all other land use permits includes preliminary approval, construction plan approval, construction inspections or final sign-off, but does not include related building permit applications unless applied for in the COUNTY prior to the effective date of the annexation.

**4.5.2 COUNTY will process land use permits as defined in Subsection 4.5.1** The COUNTY shall complete the review of a land use permit, as defined in Subsection 4.5.1 that has been filed with the COUNTY prior to the effective date of an annexation, through full completion of that "review stage." At the completion of the review stage, the permit/project shall be transferred to the CITY for all further permitting, review and approval.

**4.5.3 Land use dedications, deeds or conveyances** Final plats or other dedications of public property will be transmitted to the CITY for City Council acceptance of dedication of right-of-way or public easements, if dedication occurs after the effective date of annexation. Dedications, deeds or conveyances will be in the name of the CITY after the effective date of the annexation and will be forwarded to the City Council for acceptance by the CITY even if the COUNTY is continuing to process the permit.

**4.5.4 Appeals of land use permits** The COUNTY agrees to be responsible for defending, at no cost to the CITY, any administrative, quasi-judicial or judicial appeals of land use permits issued by the COUNTY in the annexed area.

- 4.6 Permit renewal or extension After the effective date of annexation, any request to renew a building permit or to renew or extend a land use permit issued by the COUNTY in the annexation area is to be made to and administered by the CITY
- 4.7 Transfer of permit fees. The CITY and COUNTY agree to proportionately share the permit application fees for any transferred cases. The COUNTY agrees to transfer a proportionate share of the application fee collected to the CITY, commensurate with the amount of work left to be completed on the permit. The proportionate share will be based on the COUNTY's permitting fee schedule
- 4.8 Land use code enforcement cases. Any land use code enforcement cases in the annexation area pending in the COUNTY 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 and at the CITY'S discretion. The COUNTY agrees to make its employees available as witnesses at no cost to the CITY if necessary to prosecute transferred cases. Upon request, the COUNTY agrees to provide the CITY with copies of any files and records related to any transferred case
- 4.9 Enforcement of COUNTY conditions. Following the effective date of the annexation, the CITY agrees to enforce any conditions imposed by the COUNTY relating to the issuance of a building or land use permit in an area which has been annexed, to the same extent it enforces its own conditions. The COUNTY agrees to make its employees available, at no cost to the CITY, to provide assistance in enforcement of conditions on permits originally processed by COUNTY personnel
- 4.10 Transference of bonds. Any performance, maintenance or other bonds held by the COUNTY to guarantee performance, maintenance or completion of work associated with the issuance of a permit will be transferred to the CITY along with responsibility for enforcement of conditions tied to said bonds

## 5. RECORDS TRANSFER AND ACCESS TO PUBLIC RECORDS FOLLOWING ANNEXATION

Purpose. For the CITY and COUNTY to mutually determine the appropriate timing for the transfer of permit records, transfer of COUNTY records to the CITY will be handled as set forth in this Section

- 5.1 Procedure for copying. Before the CITY sends a written request for specific records, it is recommended that the CITY records staff set up a meeting with the appropriate COUNTY records staff to discuss the types of records available, the format of the records, the number of records, and any additional information pertinent to request of records. When practical, the appropriate COUNTY

department or office may provide the CITY with an index or list of the available files or records in its custody in response to the CITY's written request. From said index or list, the CITY may select the records it requires that are affected by the annexation and request their transfer as set forth herein. Following a written request by the CITY for identifiable records, the COUNTY shall have a reasonable time to collect, copy, and prepare for transfer of the requested records. All copying costs associated with this process shall be borne by the CITY. When the copied records are available for transfer to the CITY, the COUNTY shall notify the CITY and the CITY shall arrange for their delivery.

- 5.2 Records to be transferred Prior to and following annexation of unincorporated area into the CITY, and upon the CITY's request in writing, copies of applicable COUNTY records relevant to jurisdiction and provision of government services within the annexation area may be copied and transferred to the CITY. Said records shall include, but are not limited to, the following records from the Department of Public Works, the Department of Planning and Development Services, and the Business Licensing Department of the Snohomish County Auditor's office: all permit records and files, inspection reports and approved plans, approved zoning files, code enforcement files, fire inspection records, easements, plats, databases for land use, drainage, street lights, streets, regulatory and animal license records, records relating to data on the location, size and condition of utilities, and any other records pertinent to the transfer of services and jurisdiction from the COUNTY to the CITY. The COUNTY reserves the right to withhold privileged and confidential records consistent with Chapter 42.17 RCW (the Public Disclosure Act). In such cases where the COUNTY opts to withhold such records, it shall provide the CITY with a list identifying the record(s) withheld.
- 5.3 Electronic data In the event that electronic data or files are requested by the CITY, the CITY shall be responsible for acquiring any software licenses that are necessary to use the transferred information.
- 5.4 Custody of records The COUNTY shall retain permanent custody of all original records. No original records shall be transferred from the COUNTY to the CITY. As the designated custodian of original records, the COUNTY shall be responsible for compliance with all legal requirements relating to public records, including, but not limited to, records retention and destruction, as more specifically described below.
- 5.5 Records retention and destruction The COUNTY agrees to retain and destroy all public records pursuant to this AGREEMENT consistent with the applicable provisions of Chapter 40.14 RCW and the applicable rules and regulations of the Secretary of State, Division of Archives and Records Management.

5.6 Public records requests Any requests for copying and inspection of public records shall be the responsibility of the party receiving the request. Requests by the public shall be processed in accordance with Chapter 42.17 RCW and other applicable law. The CITY agrees to withhold from disclosure documents which the COUNTY has requested remain confidential and not be disclosed where disclosure is not mandated by law. The County shall identify, in advance of transfer, any documents that it would like the City to withhold from disclosure under the Public Records Act. The City may refuse to accept any documents so identified. If the City does accept any documents that the County would like withheld from disclosure, the City agrees to withhold the documents from disclosure to the extent consistent with applicable law and shall defend against any legal action challenging the failure to disclose.

5.7 Intergovernmental cooperation Both parties shall maintain adequate records to document the obligations performed under this Section. Both parties shall have the right to review the other party's records with regard to the subject matter of this Section, upon reasonable notice.

## 6. COUNTY CAPITAL FACILITIES REIMBURSEMENT

Purpose To identify recent capital projects that have occurred within the CITY's UGA for which the COUNTY and CITY need to discuss if reimbursement for a portion of the expenditures is necessary and the best course of action for reimbursement.

6.1 Reimbursement for capital facilities investment The CITY recognizes that the COUNTY can request reimbursement for the depreciated value of certain capital facilities expenditures made in the five-year period preceding the effective date of an annexation based on a negotiated repayment schedule. At the effective date of this AGREEMENT, the CITY and the COUNTY understand that there are no capital facilities that the COUNTY would seek reimbursement for, although projects may be added in the future. However, the CITY and COUNTY agree to use their best efforts to pursue cost sharing where feasible, when planning for new local and regional capital construction projects. Nothing in this paragraph shall be construed as imposing a duty to share costs or reimburse capital expenditures.

6.2 Consultation on capital expenditures for active and future projects The COUNTY will consult with the CITY in planning for new local and regional capital construction projects within the Monroe UGA. The COUNTY and CITY agree to begin consultation regarding existing active COUNTY projects within sixty (60) days of approval of this AGREEMENT. At the time of this consultation, or at the project planning stage, the parties will discuss the need for shared responsibilities in implementing capital projects, including the potential for

indebtedness by bonding or loans. The CITY and COUNTY will pursue cooperative financing for capital facilities where appropriate. Interlocal agreements addressing shared responsibilities for capital projects within the UGA will be negotiated, where appropriate.

- 6.3 Continued planning, design, funding, construction, and services for active and future capital projects Separate interlocal agreement(s) for specific projects will address shared responsibilities for local capital projects and local share of regional capital facilities within the Monroe UGA and continued COUNTY services relating to the planning, design, funding, property acquisition, construction, and engineering for local capital projects within an annexation area. An annexation addendum under Section 13 of this AGREEMENT will document appropriate interlocal agreements relating to planning, design, funding, property acquisition, construction, and other architectural or engineering services for active and future capital projects within an annexation area.
- 6.4 Capital facilities finance agreements The CITY and COUNTY will discuss project-specific interlocal agreements for major new local capital facility projects and local share of regional capital facilities within the Monroe UGA. Depending on which jurisdiction has collected revenues, these agreements may include transfers of future revenues from the CITY to the COUNTY, or from the COUNTY to the CITY, proportionate share reimbursements from the CITY to the COUNTY, or from the COUNTY to the CITY, and/or CITY assumption of COUNTY debt service responsibility, or COUNTY assumption of CITY debt service responsibility for loans or other financing mechanisms for new local capital projects and existing local capital projects with outstanding public indebtedness within the annexation area at the time of annexation. Both parties agree in principle that there should not be any reimbursement for projects that have already been paid for by the citizens of the annexing area (e.g., through special taxes or assessments, traffic mitigation, or other attributable funding sources).
- 6.5 Continuation of latecomers cost recovery programs and other capital facility financing mechanisms After annexation, the CITY agrees to continue administering any non-protest agreements, latecomer's assessment reimbursement programs established pursuant to Chapter 35.72 RCW, or other types of agreements or programs relating to future participation or cost-share reimbursement, in accordance with the terms of any agreement recorded with the Snohomish County Auditor relating to property within the Monroe UGA. In addition to the recorded documents, the COUNTY will provide available files, maps, and other relevant information necessary to effectively administer these agreements or programs. If a fee is collected for administration of any of the programs or agreements contained in this Section, the COUNTY agrees to transfer a proportionate share of the administration fee collected to the CITY.

commensurate with the amount of work left to be completed on the agreement  
The proportionate share will be based on the COUNTY's fee schedule

## **7. ESSENTIAL PUBLIC FACILITIES**

Purpose To ensure adoption of a common siting process for essential public facilities

Essential Public Facilities Siting Process The CITY and COUNTY acknowledge and agree to the terms contained in the "Interlocal Agreement to Implement Common Siting Process for Essential Public Facilities," already signed by the COUNTY and the CITY, or as hereafter amended.

## **8. ROADS AND TRANSPORTATION**

Purpose To ensure an orderly transfer of ownership and maintenance of existing road and transportation facilities and the future planning, construction and maintenance of transportation facilities including circulation plans, arterial network plans and transit-oriented development

- 8.1 Annexation of road rights-of-way The CITY agrees to assume full legal control and maintenance responsibility for public road rights-of-way and associated drainage facilities within the annexed area upon the effective date of annexation, unless otherwise mutually agreed in writing.
- 8.2 Road maintenance responsibility Where possible the CITY agrees to annex continuous segments of road to facilitate economical division of maintenance responsibility and avoid discontinuous patterns of alternating CITY and COUNTY road/street ownership. Where annexation of segments of road are unavoidable, the CITY and COUNTY agree to consider a governmental service agreement providing for maintenance of the entire road/street segment by the jurisdiction best able to provide maintenance services on an efficient and economical basis.
- 8.3 Taxes, fees, rates, charges and other monetary adjustments In reviewing annexation proposals, the CITY and COUNTY must consider the effect on the finances, debt structure and contractual obligations and rights of all affected governmental units. Tax and revenue transfers are generally provided by state statute.
- 8.4 Applicability to Developments
- 8.4.1 Applicability to COUNTY Developments Subsections 8.5, 8.7, and 8.8 of this AGREEMENT are applicable to all development proposals which are located within the "County/Monroe Master Annexation ILA Traffic Influence Area" as adopted in Exhibit C of this AGREEMENT and which generate transportation

impacts on CITY streets, are not exempt from the requirements of SEPA, and have submitted a complete application as determined by the COUNTY on or after the effective date of this AGREEMENT. For the purpose of this AGREEMENT, developments meeting these conditions will be referred to hereinafter as COUNTY DEVELOPMENTS

8.4.2 Applicability to CITY Developments Subsections 8.5, 8.7, and 8.9 of this agreement are applicable to all development proposals located in the CITY which generate transportation impacts on County roads located within the "County/Monroe Master Annexation ILA Traffic Influence Area" as adopted in Exhibit C of this AGREEMENT, are not exempt from the requirements of SEPA, and have submitted a complete application as determined by Monroe's Community Development Department on or after the effective date of this AGREEMENT. For the purpose of this AGREEMENT, developments meeting these conditions will be referred to hereinafter as CITY DEVELOPMENTS

8.5 Reciprocal impact mitigation The CITY and COUNTY agree to mutually enforce each other's traffic mitigation ordinances and policies to the extent permitted by law to address multi-jurisdictional impacts under the terms and conditions as provided for in Subsections 8.7, 8.8 and 8.9 of this AGREEMENT. This may include the dedication of rights-of-way to the CITY from properties developing in the COUNTY when those properties are adjacent to rights-of-way annexed to the CITY

8.5.1 Transfer of uncommitted proportionate share mitigation payments The COUNTY collects proportionate share mitigation payments (e.g., GMA impact fees and road-related capacity payments collected pursuant to the State Environmental Policy Act) as a condition to the issuance of land development permits pursuant to Chapter 30.66B SCC for roads listed in the impact fee cost basis. Where the annexation area includes system improvement(s) for which mitigation payments have been collected and which remain programmed for improvement(s), the COUNTY and CITY will negotiate a transfer of all or a portion of such payments based upon such factors as the legal requirements for expending the payments, the ability of the CITY to expend any transferred payments on the annexed system improvements, and whether or not developments that made such payments are located in the annexed area. In any negotiation involving mitigation fees imposed by the COUNTY without input from the CITY pursuant to this AGREEMENT, the CITY shall always have the right to refuse to accept any mitigation fees offered by the COUNTY and the COUNTY shall assume full responsibility for the disbursement of such fees, provided that if the CITY refuses any mitigation fees, it shall authorize the COUNTY to complete the project funded by the mitigation fees within the CITY, to the extent permitted by applicable law.

8.6 Joint transportation planning

**8 6 1 Circulation planning and implementation** It is necessary to implement reciprocal traffic policies in order to provide safe and convenient access and circulation for the occupants and users of the new developments and to mitigate impacts of new developments on access and network circulation. Criteria related to access and circulation issues may be included in the set of common design and development standards to be developed under a multi-jurisdictional process. Where appropriate, circulation planning and implementation of development standards and policies will include pedestrian and other non-motorized transportation facilities.

**8 6 2 Management services** The CITY and COUNTY agree to evaluate whether an interlocal agreement addressing maintenance of streets, traffic signals or other transportation facilities will be appropriate. Any COUNTY maintenance within an annexation area after the effective date of the annexation will be by separate service agreement negotiated between the CITY and COUNTY.

**8 7 Interjurisdictional traffic impacts** Pursuant to Subsection 8 5, this Section addresses the procedures for identification, documentation and mitigation of interjurisdictional traffic impacts.

**8 7 1 CITY transportation mitigation policies** The CITY has taken numerous actions to address mitigation of environmental and other impacts generated by development proposals. The regulations, plans, codes, and mitigation policies designated in Subsection 8 7 3 below shall be collectively referred to as the CITY's transportation mitigation policies.

**8 7 2 COUNTY transportation mitigation policies** The COUNTY has also taken numerous actions to address mitigation of environmental and transportation impacts generated by development proposals. The regulations, plans, codes, and mitigation policies designated in Subsection 8 7 4 below shall be collectively referred to as the COUNTY's transportation mitigation policies.

**8 7 3 COUNTY review and mitigation authority** Pursuant to SCC 30 61 230(9) and Subsection 8 5 of this AGREEMENT, the COUNTY recognizes the following designated mitigation policies of the CITY as a basis for the COUNTY's exercise of interjurisdictional mitigation authority pursuant to state and local law:

- A Title 13 Public Utilities and Services, Title 19 Planning and Zoning and Title 20 Environment of the Monroe Municipal Code, as now existing or hereafter amended, the Monroe Public Works Standards, as now existing or hereafter amended, and the Monroe GMA Comprehensive Plan, including but not limited to the Land Use Element, the Capital Facilities Element, the Transportation Element, and the Transportation Improvement Program, as

now existing or hereafter amended

B CITY codes, chapters, resolutions, plans, and reports incorporated by reference in the titles, chapters, documents, and plans cited above

C CITY policies related to mitigation of traffic impacts

8 7 4 CITY review and mitigation authority Pursuant to Subsection 8 5 of this AGREEMENT, the CITY recognizes the following mitigation policies of the COUNTY as a basis for the CITY's exercise of interjurisdictional mitigation authority under state and local law

A Subtitle 30.6 SCC, including but not limited to Chapter 30 66B SCC and the adopted SEPA policies identified in SCC 30 61 230, as now existing or hereafter amended, and the Snohomish County GMA Comprehensive Plan, including but not limited to the General Policy Plan, Capital Facilities Element, and the Transportation Element, as now existing or hereafter amended

B COUNTY codes, chapters, administrative rules, resolutions, plans or reports related to mitigation of traffic impacts, including, but not limited to

- 1 Snohomish County's Engineering Design and Development Standards (EDDS) adopted under SCC Chapter 13 05, as now existing or hereafter amended
- 2 The Snohomish County Transportation Needs Report, as now existing or hereafter modified; and
- 3 Snohomish County administrative rules adopted pursuant to Chapter 30 82 SCC (Rulemaking)

8 7 5 Specific traffic study and mitigation requirements, consistent with the policies referenced in Subsections 8 7 3 and 8 7 4, will be summarized in implementation forms for applicants These forms will be administratively developed and maintained by both the CITY and the COUNTY and made available to the public on the CITY and the COUNTY'S web sites

8 8 Mitigation for Impacts of COUNTY DEVELOPMENT on the CITY

8 8 1 Traffic study requirement for COUNTY DEVELOPMENT Pursuant to SCC 30 66B 035(7), the COUNTY, through this AGREEMENT, shall require a traffic study for any COUNTY development that may have impacts on the CITY's transportation system requiring mitigation in accordance with this AGREEMENT Any such COUNTY development shall submit the requested traffic study to the COUNTY as part of its initial development application in accordance with Chapter 30 66B SCC

- 8 8 2 Criteria for preparation of the traffic study The CITY shall provide the criteria for preparation of the traffic study
- 8 8 3 Traffic study requirement may be waived The COUNTY may waive the requirement for all or part of the traffic study if the CITY indicates in writing that all information necessary to assess the impact of the development is available
- 8 8 4 Requirement of COUNTY to inform applicants The Snohomish County Department of Public Works shall inform applicants, at the time of the pre-submittal conference, of the CITY's requirement for traffic studies and mitigation
- 8 8 5 Supplemental information Following review of the traffic study, the CITY may request supplemental information and analysis as necessary to determine the impacts of the development in accordance with this AGREEMENT The COUNTY shall require the proposed development to submit the supplemental information and analysis to the extent that the COUNTY determines that it is necessary to determine the impacts of the development in accordance with this AGREEMENT
- 8 8 6 COUNTY to provide notice The COUNTY shall give the CITY notice and afford the CITY a timely opportunity for review, comment, staff consultation as provided by the Snohomish County Code related to the impacts that COUNTY DEVELOPMENT may have on the CITY's transportation system under the CITY's designated mitigation policies For all COUNTY DEVELOPMENTS, the COUNTY shall provide a notice of application to the CITY in accordance with the requirements of Subtitle 30 7 SCC In addition, notice to the CITY shall be provided in a form and manner pursuant to the State Environmental Policy Act (SEPA), Chapter 43 21C RCW, for agencies with jurisdiction
- 8 8 7 COUNTY development impact on CITY If it is determined by the CITY that a COUNTY DEVELOPMENT will impact the CITY's transportation system, the CITY shall notify the COUNTY of specific measures reasonably necessary to mitigate said impacts in accordance with the CITY's designated mitigation policies For each mitigation measure requested the CITY shall identify the specific impacts and reference the relevant CITY mitigation policy Notification of the specific mitigating measures shall be provided by the CITY within twenty-one (21) days of the date of notice of application, except where notice is for review of an environmental impact statement, in which case review period shall be as established in accordance with WAC 197-11-502 as now existing or hereafter amended
- 8 8 8 Notification to COUNTY If the COUNTY does not receive timely notification of the CITY's requested mitigating measures, Snohomish County Department of Public Works may assume that the CITY has no comments or information relating to potential impacts of the development on CITY facilities and may or

may not, at its election, require mitigation from the development for impacts on CITY facilities. The provisions of this Section do not apply if the COUNTY fails to provide the CITY with notice of the development consistent with Subsection 8.8.6.

**8.8.9 CITY recommendation on COUNTY DEVELOPMENT** The CITY shall make recommendations to the COUNTY regarding application of its designated mitigation policies to COUNTY DEVELOPMENT that impacts the CITY's transportation system in a manner consistent with the CITY's application of mitigation policies to CITY DEVELOPMENT that impacts CITY transportation systems.

**8.8.10 COUNTY imposed mitigating measures** Consistent with SCC 30.66B.720(3), COUNTY staff shall recommend imposing the mitigating measures requested by the CITY in accordance with this AGREEMENT as a condition of the COUNTY's development approval, to the extent that such requirements are reasonably related to the impact of the development and consistent with the terms of this AGREEMENT and applicable law. The approving authority for the COUNTY will impose such mitigating measures as a condition of approval of the development in conformance with the terms of this AGREEMENT unless such action would not comply with existing laws or statutes. If the COUNTY determines that it is likely to recommend not imposing the mitigating measures requested by the CITY, the COUNTY will notify the CITY as soon as possible, and work with the CITY to mutually resolve any differences prior to development approval.

**8.8.11 CITY responsibility** The CITY shall be responsible for individualized analysis, documentation, hearing testimony, and legal review, including the private property protection process of RCW 36.70A.370, of any recommendation made by the CITY for imposition of mitigation measures on COUNTY DEVELOPMENT. The CITY shall provide all supporting documentation to the COUNTY for inclusion in the record for the COUNTY DEVELOPMENT. The CITY shall be responsible for all accounting, administration, and other actions required for compliance with Chapter 82.02 RCW related to mitigation by COUNTY DEVELOPMENT for impacts in the CITY.

**8.8.12 CITY information provided to the COUNTY** The CITY will provide the COUNTY with information on development mitigation through regular reports to the COUNTY. By March 31 of each year, the CITY will provide an annual report to the COUNTY to summarize development mitigation that has occurred through this AGREEMENT.

**8.9 Mitigation for Impacts of CITY DEVELOPMENT on the COUNTY**

**8.9.1 Traffic study requirement for CITY DEVELOPMENT** The CITY, through this

AGREEMENT, shall require a traffic study from any CITY DEVELOPMENT that may have impacts on the COUNTY's transportation system requiring mitigation in accordance with this AGREEMENT. Any such CITY DEVELOPMENT shall submit the requested traffic study to the CITY as part of its initial development application.

- 8 9 2 Criteria for preparation of traffic study The COUNTY shall provide the criteria for preparation of the traffic study.
- 8 9 3 Traffic study requirement may be waived The CITY may waive the requirement for all or part of the traffic study if the COUNTY indicates that all information necessary to assess the impact of the development is available.
- 8 9 4 Requirement of CITY to inform applicants The CITY shall inform applicants, at the time of the pre-submittal conference, of the COUNTY's requirement for traffic studies and mitigation.
- 8 9 5 Supplemental information Following review of the traffic study, the COUNTY may request supplemental information and analysis as necessary to determine the impacts of the development in accordance with this AGREEMENT. The CITY shall require the proposed development to submit the supplemental information and analysis to the extent that the CITY determines that it is necessary to determine the impacts of the development in accordance with this AGREEMENT.
- 8 9 6 CITY to provide notice The CITY shall give the COUNTY notice and afford the COUNTY a timely opportunity for review, comment, and staff consultation regarding the impacts that CITY DEVELOPMENT may have on the COUNTY's transportation system under the COUNTY's designated mitigation policies. For all CITY DEVELOPMENTS, the CITY shall provide a notice of application to the COUNTY in accordance with the requirements of MMC Chapter 21.40. In addition, notice to the COUNTY shall be provided in a form and manner pursuant to the State Environmental Policy Act (SEPA), Chapter 43.21C RCW, for agencies with jurisdiction.
- 8 9 7 CITY DEVELOPMENT impact on COUNTY If it is determined by the COUNTY that a CITY DEVELOPMENT will impact the COUNTY's transportation system, the COUNTY shall notify the CITY of specific measures reasonably necessary to mitigate said impacts in accordance with the COUNTY's designated mitigation policies. For each mitigation measure requested the COUNTY shall identify the specific impacts and reference the relevant COUNTY mitigation policy. Notification of the specific mitigating measures shall be provided by the COUNTY within twenty-one (21) days of the date of notice of application, except where notice is for review of an environmental impact statement, in which case the review period shall be as established in accordance with WAC 197.11.502.

as now existing or hereafter amended

- 8 9 8 Notification to CITY** If the CITY does not receive timely notification of the COUNTY's requested mitigating measures the CITY may assume that the COUNTY has no comments or information relating to potential impacts of the development on COUNTY facilities and may or may not, at its election, require mitigation from the development for impacts on COUNTY facilities. The provisions of this Section do not apply if the CITY fails to provide the COUNTY with notice of the development consistent with Subsection 8 9 6
- 8 9 9 COUNTY recommendation on COUNTY DEVELOPMENT** The COUNTY shall make recommendations to the CITY regarding application of its designated mitigation policies to CITY DEVELOPMENT that impacts the COUNTY's transportation system in a manner consistent with the COUNTY's application of mitigation policies to COUNTY DEVELOPMENT that impacts the COUNTY's transportation system
- 8 9 10 CITY imposed mitigating measures** Consistent with CITY code, CITY staff shall recommend imposing the mitigating measures requested by the COUNTY in accordance with this AGREEMENT as a condition of the CITY's development approval to the extent that such requirements are reasonably related to the impact of the development and consistent with the terms of this AGREEMENT and applicable law. The approving authority for the CITY will impose such mitigating measures as a condition of approval of the development in conformance with the terms of this AGREEMENT unless such action would not comply with existing laws or statutes. If the CITY determines that it is likely to recommend not imposing the mitigating measures requested by the COUNTY, the CITY will notify the COUNTY as soon as possible, and work with the COUNTY to mutually resolve any differences prior to development approval
- 8 9 11 COUNTY responsibility** The COUNTY shall be responsible for individualized analysis, documentation, hearing testimony, and legal review, including the private property protection process of RCW 36 70A 370, of any recommendation made by the COUNTY for imposition of mitigation measures on CITY DEVELOPMENT. The COUNTY shall provide all supporting documentation to the CITY for inclusion in the record for the CITY DEVELOPMENT. The COUNTY shall be responsible for all accounting, administration, and other actions required for compliance with Chapter 82 02 RCW related to mitigation by CITY DEVELOPMENTS for impacts in the COUNTY.
- 8 9 12 COUNTY information provided to CITY** The COUNTY will provide the CITY with information on development mitigation through regular reports to the CITY. By March 31 of each year, the COUNTY will provide an annual report to the CITY to summarize development mitigation that has occurred through this AGREEMENT

## 9. SURFACE WATER MANAGEMENT

Purpose To ensure a smooth transfer of ownership and maintenance of existing surface water facilities and to cooperate on future planning, construction and maintenance of surface water facilities

- 9.1 Legal control and maintenance responsibilities. If the annexed area includes surface water drainage improvements or facilities the COUNTY currently owns or maintains, the CITY and COUNTY agree to negotiate the disposition of legal control and maintenance responsibilities by the end of the year in which the annexation becomes effective. The COUNTY agrees to provide a list of regional facilities prior to the start of negotiations. Residential detention facilities over which the COUNTY holds maintenance easements will be transferred to the CITY. If the COUNTY's current Annual Construction Program or Surface Water Management Division budget includes major surface water projects in the area to be annexed, the CITY and COUNTY will determine how funding, construction, programmatic and/or subsequent operational responsibilities, and legal control and responsibilities will be assigned for these improvements, and the timing thereof, under the provisions of RCW 36 89 050, RCW 36 89 120 and all other applicable authorities.
- 9.2 Taxes, fees, rates, charges and other monetary adjustments. The CITY recognizes that service charges are collected by the COUNTY for unincorporated areas within designated Watershed Management Areas and/or the Clean Water District. Watershed management service charges are collected at the beginning of each year through real property tax statements. Upon the effective date of the annexation, the CITY hereby agrees that the COUNTY may continue to collect and, pursuant to Chapter 25 20 SCC and to the extent permitted by law, to apply the service charges collected during the calendar year in which the annexation occurs to the provision of watershed management services designated in that year's budget. These services will be provided through the year in which the annexation becomes effective and will be of the same general level and quality as those provided to other property owners subject to service charges in the COUNTY.
- 9.3 Drainage Needs Report Cost Recovery. The CITY recognizes that drainage engineering studies and inventory have benefited the annexation area. The CITY recognizes that the COUNTY has incurred bonded debt to fund the engineering studies and/or facilities listed in the Drainage Needs Report. The CITY and COUNTY agree to enter into an agreement within one year of the annexation to determine the annexation area's fair share of any applicable bonded debt and to develop and implement a repayment plan for that share of bond debt.

- 9.4 Government service agreements The COUNTY and CITY intend to work toward one or more interlocal agreements for joint watershed management planning, capital construction, infrastructure management, habitat/river management, water quality management, outreach and volunteerism, and other related services

## 10. **PARK, OPEN SPACE AND RECREATIONAL FACILITIES**

Purpose To ensure an orderly transfer of ownership and maintenance of existing park, open space and recreational facilities in accordance with parks and recreation policies and future planning; construction and maintenance of park facilities

- 10.1 Local or community parks If an annexed area includes parks, open space or recreational facilities that are listed as a local or community park, the CITY agrees to assume maintenance, operation and ownership responsibilities for the facility upon the effective date of the annexation. The only exception is if prior to the annexation, the COUNTY declares its intention to retain ownership of the park
- 10.2 Criteria for COUNTY to retain ownership The COUNTY, in consultation with the CITY, will make the decision on whether to retain ownership based on the following criteria and consistent with the Snohomish County Comprehensive Parks and Recreation Plan:
- The park has a special historic, environmental or cultural value to the citizens of Snohomish County, as determined by the Snohomish County Department of Parks and Recreation,
  - There are efficiencies with the COUNTY's operation and/or maintenance of the park property,
  - The COUNTY has made a substantial capital investment in the park property, including the purchase of the property, the development of the park, and/or the construction of facilities,
  - There are specialized stewardship or maintenance issues associated with the park that the COUNTY is best equipped to address,
  - The property generates revenue that is part of the larger COUNTY park operation budget, and/or
  - The facility serves as a regional park or is part of the COUNTY'S trail system and would be better included in the COUNTY's regional network
- 10.3 Joint planning for parks, recreation and open space The CITY and COUNTY may, upon the effective date of this AGREEMENT, establish an interlocal agreement for parks, open space and recreational facilities. In the event such an interlocal agreement is established, it shall be based upon the CITY and COUNTY's efforts to provide parks, recreational and open space within the UGA

and surrounding area. This agreement shall establish the nature and type of facilities the jurisdictions have planned or anticipate for the area, identify ways to jointly provide these services and identify transition of ownership and maintenance responsibilities as annexations occur. This effort will result in a mutual ongoing planning effort, joint capital improvement plans and reciprocal impact mitigation.

## 11. POLICE SERVICES

Purpose To ensure a smooth transition of police services from the COUNTY to the CITY upon annexation.

As necessary, the CITY and COUNTY agree to discuss the needs for amending the existing contract for police services to accommodate any needed transfer of police services within an annexed area and the unincorporated UGA. Agreements between the CITY and COUNTY will be made consistent with RCW 41.14.250 through 41.14.280 and RCW 35.13.360 through 35.13.400. Upon request of the CITY, the COUNTY Sheriff's Department will provide detailed service and cost information for the area to be annexed.

## 12. FIRE MARSHAL SERVICES

Purpose To ensure a smooth transition of fire marshal services from the COUNTY to the CITY upon annexation.

12.1 COUNTY to complete certain annual fire inspections The COUNTY agrees to process and complete only those fire inspections in an annexed area that were scheduled before the effective date of annexation and occur within four months following the effective date of the annexation. All other inspections will be conducted by the CITY.

12.2 COUNTY to complete certain fire code enforcement cases The COUNTY will complete any pending fire code enforcement cases within the annexation area until final disposition of the case. After final disposition, any further action or enforcement will be at the discretion of the CITY.

## LEGALLY REQUIRED LANGUAGE

### 13. ADDENDA AND AMENDMENTS

13.1 Addenda related to annexation More detailed sub-interlocal agreements may be prepared for specific issues related to parks, roads, surface water or other issues as necessary. Addendum to this AGREEMENT may also be prepared for each annexation, if necessary, to address parks, transportation, surface water.

management, capital facilities, or other issues specific to the annexation. The CITY and COUNTY will negotiate the addendum prior to or during the forty-five (45) day review period following the date the Boundary Review Board accepts the CITY's Notice of Intention for the annexation.

**13.2 Amendments** The CITY and COUNTY recognize that amendments to this AGREEMENT may be necessary to clarify particular sections or to update and expand the AGREEMENT. Either party may pursue an amendment, as necessary.

**13.3 Process for addendum or amending this AGREEMENT** An addendum or amendment must be mutually agreed upon by the parties and executed in writing before becoming effective. Any addendum or amendment to the AGREEMENT will be executed in the same manner as provided by law for the execution of the AGREEMENT.

**13.4 Additional agreements** Nothing in this agreement limits parties entering into interlocal agreements on additional issues not covered by, or in lieu of, the terms of this agreement.

#### **14. THIRD PARTY BENEFICIARIES**

There are no third party beneficiaries to this AGREEMENT, and this AGREEMENT shall not be interpreted to create such rights.

#### **15. DISPUTE RESOLUTION**

The CITY and COUNTY mutually agree to use a formal dispute resolution process such as mediation, through an agreed upon mediator and process, if agreement cannot be reached regarding interpretation or implementation of any provision of this AGREEMENT. All costs for mediation services would be divided equally between the CITY and COUNTY. Each jurisdiction would be responsible for the costs of their own legal representation. The CITY and COUNTY agree to mediate any disputes regarding the annexation process or responsibilities of the parties prior to any Boundary Review Board hearing on a proposed annexation, if possible. The parties shall use the mediation process in good faith to attempt to come to agreement early in the annexation process and prior to any hearings that may be required before the Boundary Review Board.

#### **16. HONORING EXISTING AGREEMENTS, STANDARDS AND STUDIES**

Unless otherwise specified in this AGREEMENT and Exhibits A through C, hereby incorporated by reference, the CITY and COUNTY mutually agree to honor all existing mitigation agreements, interlocal agreements and appropriate interjurisdictional studies.

and agreed upon standards which affect an annexation area and to which the CITY or COUNTY is a party

**17. RELATIONSHIP TO EXISTING LAWS AND STATUTES**

This AGREEMENT in no way modifies or supersedes existing state laws and statutes. In meeting the commitments encompassed in this AGREEMENT, all parties will comply with the requirements of the Open Meetings Act, Public Records Act, Growth Management Act, State Environmental Policy Act, Annexation Statutes, and other applicable state or local laws. The COUNTY and CITY retain the ultimate authority for land use and development decisions within their respective jurisdictions as provided herein. By executing this AGREEMENT, the COUNTY and CITY do not purport to abrogate the decision-making responsibility vested in them by law.

**18. EFFECTIVE DATE, DURATION AND TERMINATION**

18.1 This AGREEMENT shall become effective following the approval of the AGREEMENT by the official action of the governing bodies of each of the parties hereto and the signing of the AGREEMENT by the duly authorized representative of each of the parties hereto.

18.2 This AGREEMENT shall be in full force and effect until the end of the calendar year 2022. If the parties desire to continue the terms of the existing AGREEMENT after the AGREEMENT is set to expire, the parties may either negotiate a new agreement or extend this AGREEMENT through the amendment process.

18.3 Termination. Either party may terminate its obligations under this AGREEMENT upon 90 days advance written notice to the other party and subject to the following condition: Following a termination, the COUNTY and CITY are mutually responsible for fulfilling any outstanding obligations under this AGREEMENT incurred prior to the effective date of the amendment or termination.

**19. INDEMNIFICATION AND LIABILITY**

19.1 The CITY shall protect, save harmless, indemnify and defend, at its own expense, the COUNTY, its elected and appointed officials, officers, employees and agents, from any loss or claim for damages of any nature whatsoever arising out of the CITY's performance of this AGREEMENT, including claims by the CITY's employees or third parties, except for those damages caused solely by the negligence or willful misconduct of the COUNTY, its elected and appointed officials, officers, employees, or agents.

19.2. The COUNTY shall protect, save harmless, indemnify, and defend at its own expense, the CITY, its elected and appointed officials, officers, employees and agents from any loss or claim for damages of any nature whatsoever arising out of the COUNTY's performance of this AGREEMENT, including claims by the COUNTY's employees or third parties, except for those damages caused solely by the negligence or willful misconduct of the CITY, its elected and appointed officials, officers, employees, or agents

19.3. In the event of liability for damages of any nature whatsoever arising out of the performance of this AGREEMENT by the CITY and the COUNTY, including claims by the CITY's or the COUNTY's own officers, officials, employees, agents, volunteers, or third parties, caused by or resulting from the concurrent negligence of the COUNTY and the CITY, their officers, officials, employees and volunteers, each party's liability hereunder shall be only to the extent of that party's negligence

19.4. No liability shall be attached to the CITY or the COUNTY by reason of entering into this AGREEMENT except as expressly provided herein. The CITY shall hold the COUNTY harmless and defend at its expense any legal challenges to the CITY's requested mitigation and/or failure by the CITY to comply with chapter 82.02 RCW. The COUNTY shall hold the CITY harmless and defend at its expense any legal challenges to the COUNTY's requested mitigation and/or failure by the COUNTY to comply with Chapter 82.02 RCW.

## 20. SEVERABILITY

If any provision of this agreement or its application to any person or circumstance is held invalid, the remainder of the provisions and/or the application of the provisions to other persons or circumstances shall not be affected

## 21. EXERCISE OF RIGHTS OR REMEDIES

Failure of either party to exercise any rights or remedies under this AGREEMENT shall not be a waiver of any obligation by either party and shall not prevent either party from pursuing that right at any future time

## 22. RECORDS

Both parties shall maintain adequate records to document obligations performed under this AGREEMENT. Both parties shall have the right to review the other party's records with regard to the subject matter of this AGREEMENT, upon reasonable notice. Such rights last for six (6) years from the date of permit issuance for each specific development subject to this AGREEMENT

**23. ENTIRE AGREEMENT**

This AGREEMENT constitutes the entire AGREEMENT between the parties with respect to the framework issues for annexations. It is anticipated that the parties will enter into further interlocal agreements on specific subject areas, as indicated in the text of the AGREEMENT.

**24. GOVERNING LAW AND STIPULATION OF VENUE**

This AGREEMENT shall be governed by the laws of the State of Washington. Any action hereunder must be brought in the Superior Court of Washington for Snohomish County.

**25. CONTINGENCY**

The obligations of the CITY and COUNTY in this AGREEMENT are contingent on the availability of funds through legislative appropriation and allocation in accordance with law. In the event funding is withdrawn, reduced or limited in any way after the effective date of this contract, the CITY or COUNTY may terminate the contract under Part 18 of this AGREEMENT, subject to renegotiation under those new funding limitations and conditions.

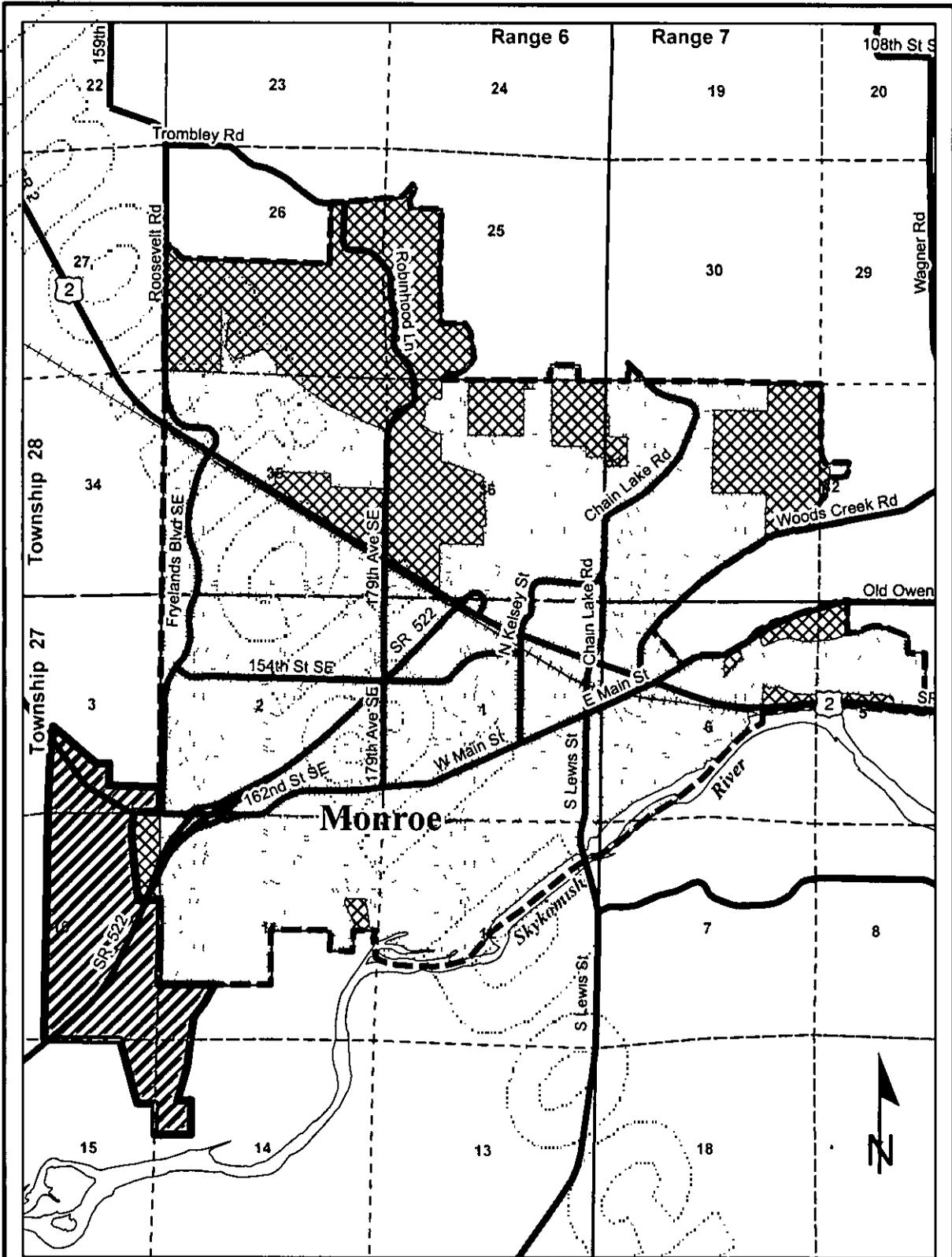
**26. ADMINISTRATORS AND CONTACTS FOR AGREEMENT**

The Administrators and contact persons for this AGREEMENT are

Hiller West, Community Dev Director  
City of Monroe  
City Hall  
806 W Main  
Monroe, WA 98272  
(360) 863-4531

Richard Craig, Senior Planner  
Snohomish County  
Dept of Planning & Development Services  
3000 Rockefeller Avenue  
Everett, WA 98201  
(425) 388-3311





**Snohomish County**  
**Exhibit A**  
**Monroe Master Annexation Interlocal Agreement**  
**Urban Growth Area and Study Area**

**Legend**

- Unincorporated Urban Growth Area
- Monroe Study Area
- Urban Growth Area Boundary
- Incorporated City
- Township-Range Grid
- Section Grid

City Boundary Source: Snohomish County Assessor

Snohomish County disclaims any warranty of merchantability or warranty of fitness of this map for any particular purpose, either expressed or implied. No representation or warranty made concerning the accuracy, currency, completeness, or quality of data depicted on this map. Any user of this map assumes all responsibility for use thereof, and further agrees to hold Snohomish County harmless from and against any damage, loss or liability arising from any use of this map.

Produced by Snohomish County Department of Planning and Development Services, Cartography/GIS

Map Document (W:\planning\carto\city\annx\Projects\_2007\Monroe\_UGA\_auditor.mxd) 8/28/2007

0      2,000      4,000      6,000      8,000  
 Feet

## **EXHIBIT B – COUNTY LEGISLATIVE MEASURES AND CONTRACTUAL AGREEMENTS**

*Snohomish County Land Use and Development Codes that need to be adopted by the City All codes are "as amended"*

- A SCC Title 13, entitled ROADS AND BRIDGES, Chapters 13.01, 13.02, 13.05, and 13.10 through 13.70, 13.95, 13.110 and 13.130
- B SCC Chapter 30.53A, entitled UNIFORM FIRE CODE,
- C SCC Chapter 30.52A, entitled UNIFORM BUILDING CODE,
- D SCC SUBTITLE 30.2, entitled ZONING AND DEVELOPMENT STANDARDS
- E SCC Chapter 30.41A, entitled SUBDIVISIONS
- F SCC Chapter 30.41D, entitled BINDING SITE PLANS
- G SCC Chapter 30.41B, entitled SHORT SUBDIVISIONS
- H SCC Chapter 30.44, entitled SHORELINE MANAGEMENT
- I SCC SUBTITLE 30.6, entitled ENVIRONMENTAL STANDARDS AND MITIGATION
- J SCC Title 25, entitled STORM AND SURFACE WATER MANAGEMENT
- K SCC Chapter 30.66A, entitled PARK AND RECREATION FACILITY IMPACT MITIGATION
- L SCC Chapter 30.66B, entitled CONCURRENCY AND ROAD IMPACT MITIGATION
- M SCC Chapter 30.66C, entitled SCHOOL IMPACT MITIGATION
- N Ordinance 93-036, entitled SHORELINE MASTER PROGRAM
- O SCC Chapter 30.42B, entitled PLANNED RESIDENTIAL DEVELOPMENTS

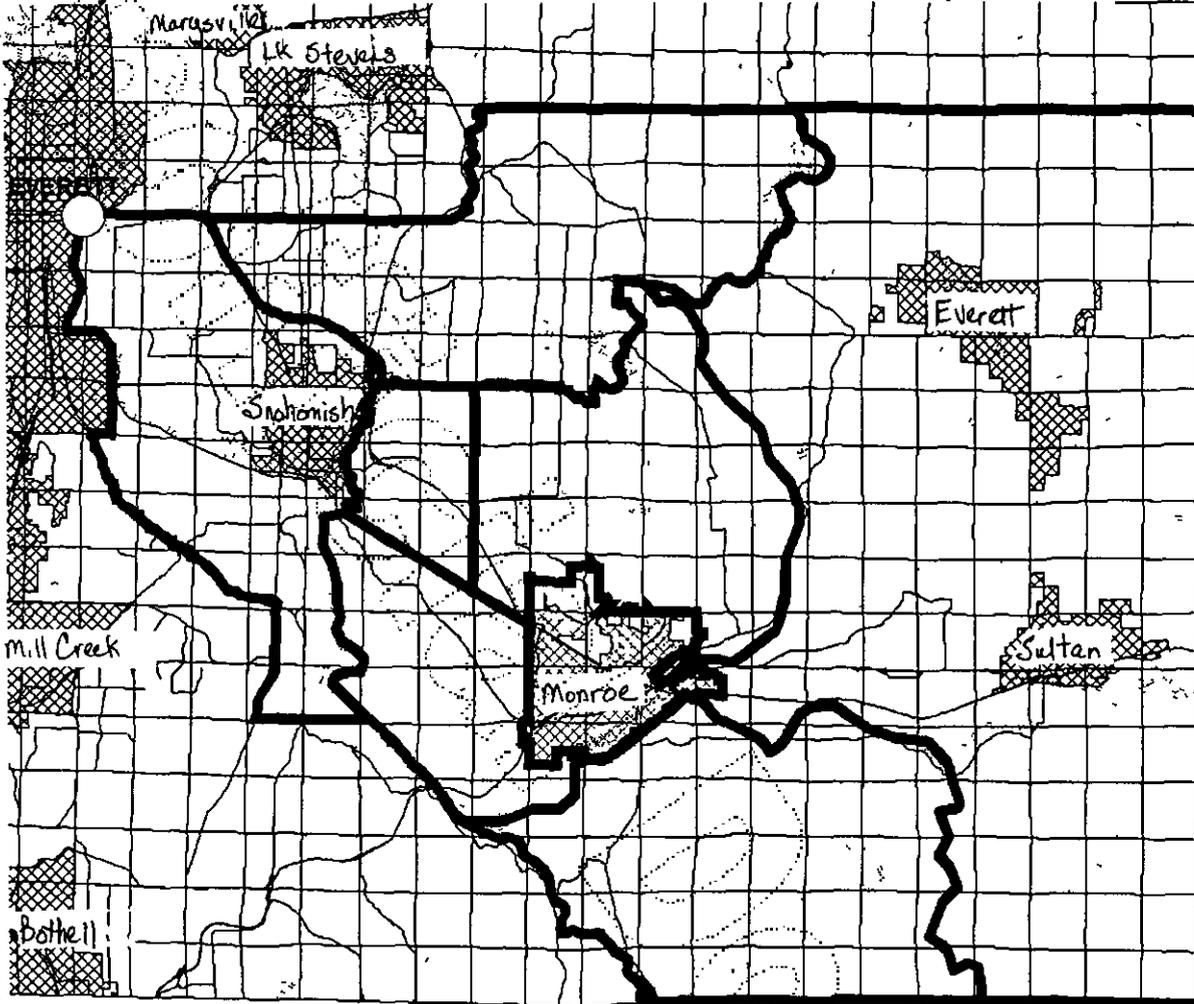
All applicable state building and construction codes as adopted and amended by Snohomish County, including, but not limited to

- a) 1997 Uniform Building Code
- b) 1997 Uniform Plumbing Code
- c) 1997 Uniform Mechanical Code
- d) Washington State Energy Code adopted April 1, 1990

### Other Contractual Agreements

Interlocal Agreement between Snohomish County and the Washington State Department of Transportation Relating to Policies and Procedures for Interjurisdictional Review of Land Development Impacts Related to Transportation and for Reciprocal Impact Mitigation for Interjurisdictional Transportation System Impacts, July 1997, as amended

**Exhibit C  
County/Monroe Master Annexation ILA Traffic Influence Area (And Subareas)**



**Definition of Outer Boundary of Traffic Influence Area**

From the starting point of the NE corner of S29 T29 R5 (shown as white-filled circle on map) go east on the section line (and the extension of that line to the east) to the Pilchuck River North on the Pilchuck River to the north boundary of S16 T29 R6 and east on that line to the Chelan County Line South on the Chelan County Line (not shown on map above) to the King County Line West on the King County Line to the Snoqualmie River North on the Snoqualmie River to the Snohomish River North on the Snohomish River to the north boundary of S8 T27 R6 West on that line (or an extension of that line) to SR 9 North on SR 9 to Lowell-Larimer Road North and west on Lowell Larimer Road to the Everett City Limits North on the Everett City limits to the northern boundary of S29 T29 R5. East on that line to the starting point

**Description of Subareas** will be contained in administrative documents referenced in the Agreement Section 8 7 5

**RESOLUTION NO. 2009/012**

A RESOLUTION OF THE CITY OF MONROE, WASHINGTON,  
ADOPTING A SIX-YEAR ANNEXATION PLAN

WHEREAS, the Monroe City Council adopted Ordinance No. 038/2005 establishing the 2005 – 2025 Comprehensive Plan that sets planning goals, policies and implementation strategies for the Monroe Urban Growth Area (UGA) pursuant to Chapter 36.70 RCW,

WHEREAS, the Monroe City Council adopted updates to the 2005-2025 Comprehensive Plan by Ordinance No. 026/2006, 036/2008, and 006/2009;

WHEREAS, the Monroe City Council has recently reviewed the City's annexation policy to determine whether it is consistent with current practices, policies and procedures;

WHEREAS, the City of Monroe and Snohomish County entered into an updated Interlocal Agreement related to Annexation and Urban Development in the Monroe UGA on December 06, 2007;

WHEREAS, the City of Monroe and Snohomish County are preparing an addendum to the Interlocal Agreement as part of a grant from the WA Dept of Community Trade and Economic Development to develop reasonable measures that will address the projected population deficiency, identified in the Snohomish County 2007 Buildable Lands Report, for the Monroe UGA;

WHEREAS, the City of Monroe is preparing a Six-year Annexation Plan as a reasonable measure that provides an annexation strategy and will help address the projected population deficiency, identified in the Snohomish County 2007 Buildable Lands Report, for the Monroe UGA;

NOW, THEREFORE, BE IT RESOLVED:

That the City Council of the City of Monroe, Washington, does hereby accept and adopt the said Six-Year Annexation Plan.

Section 1. Following Land Use Goal LUG-6 and Land Use Policies LUP 6.1-6.9 of the Monroe Comprehensive Plan, the City will allow annexations to occur when the City, in its sole discretion, determines that it is beneficial to provide urban services to an area contiguous to the City to promote growth at prescribed urban densities, it is in the best interest of the City, and it is feasible to extend such services and facilities without burdening its financial resources.

Section 2. The following guidelines may be considered before annexations to the City of Monroe are initiated and at the time, the City Council reviews annexation proposals:

1. The City may consider a recommended sequence to annex the Monroe UGA as identified in this resolution. The attached Future Annexation Areas Map (Exhibit A) depicts the Future Annexation Areas. The recommended sequence identifies an annexation timeline of Future Annexation Areas (FAA's) within the Monroe UGA.
2. The City may consider timely annexation of the entire UGA in accordance with the following recommended sequence:
  - a. The City of Monroe will work to complete pending citizen-initiated annexation petitions for FAA's 1 and 2 by the end of 2009.
  - b. The City of Monroe will initiate annexation of FAA's 3 through 5, via the unincorporated island or Interlocal agreement methods of annexation, or other appropriate method of annexation, outlined in Chapter 35A.14 RCW, by 2010 and prior to development applications and availability of water and sewer service by the City of Monroe.
  - c. The City of Monroe will initiate annexation of FAA's 6 through 10, via the election, direct petition, or other appropriate method of annexation, outlined in Chapter 35A.14 RCW, by 2013 and prior to development applications and availability of water and sewer service by the City of Monroe.
  - d. The City of Monroe will initiate annexation of FAA's 11 and 12, via the election, direct petition, or other appropriate method of annexation, outlined in Chapter 35A.14 RCW, by 2015 and prior to development applications and availability of water and sewer service by the City of Monroe. Prior to consideration of annexation requests within these areas, the City will further analyze the fiscal impacts of annexing these neighborhoods.
  - e. The City will consider citizen-initiated petition method annexations, on a case-by-case basis, when such annexations comply with the objectives outlined in RCW 36.93.180, the Comprehensive Plan, and when supported by the technical review of factors considered in annexation proposals.
3. The City will support and promote annexation and logical extension of urban services following annexation within the UGA to implement the City's adopted comprehensive land use plan. Implementation measures will include adherence to the City's land use designations, development standards, and neighborhood annexation and development strategies contained within the comprehensive plan.
4. The City will encourage the aggregation of parcels for annexation. Where appropriate, the City will encourage annexation of the FAA in its entirety to produce a more logical boundary to meet the objectives outlined in RCW 36.93.180.
5. In considering all annexations, the City should attempt to achieve Boundary Review Board objectives, as specified in RCW 36.93.170 and 36.93.180, applicable to the City of Monroe.

Section 3. The provisions of this resolution are only guidelines designed to maximize coordination with Snohomish County that the City Council may (but is not compelled to) consider when reviewing an annexation proposal. Nothing in this resolution shall be construed as limiting the discretion of the City Council or dictating any result in annexation review. Failure of the City Council to consider or implement the terms of this resolution shall not serve as grounds for Snohomish County or any other party to challenge an annexation.

PASSED by the City Council and APPROVED by the Mayor of the City of Monroe, at a regular meeting held this 21st day of July, 2009.

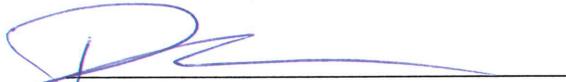
CITY OF MONROE, WASHINGTON

  
Donnetta Walser, Mayor

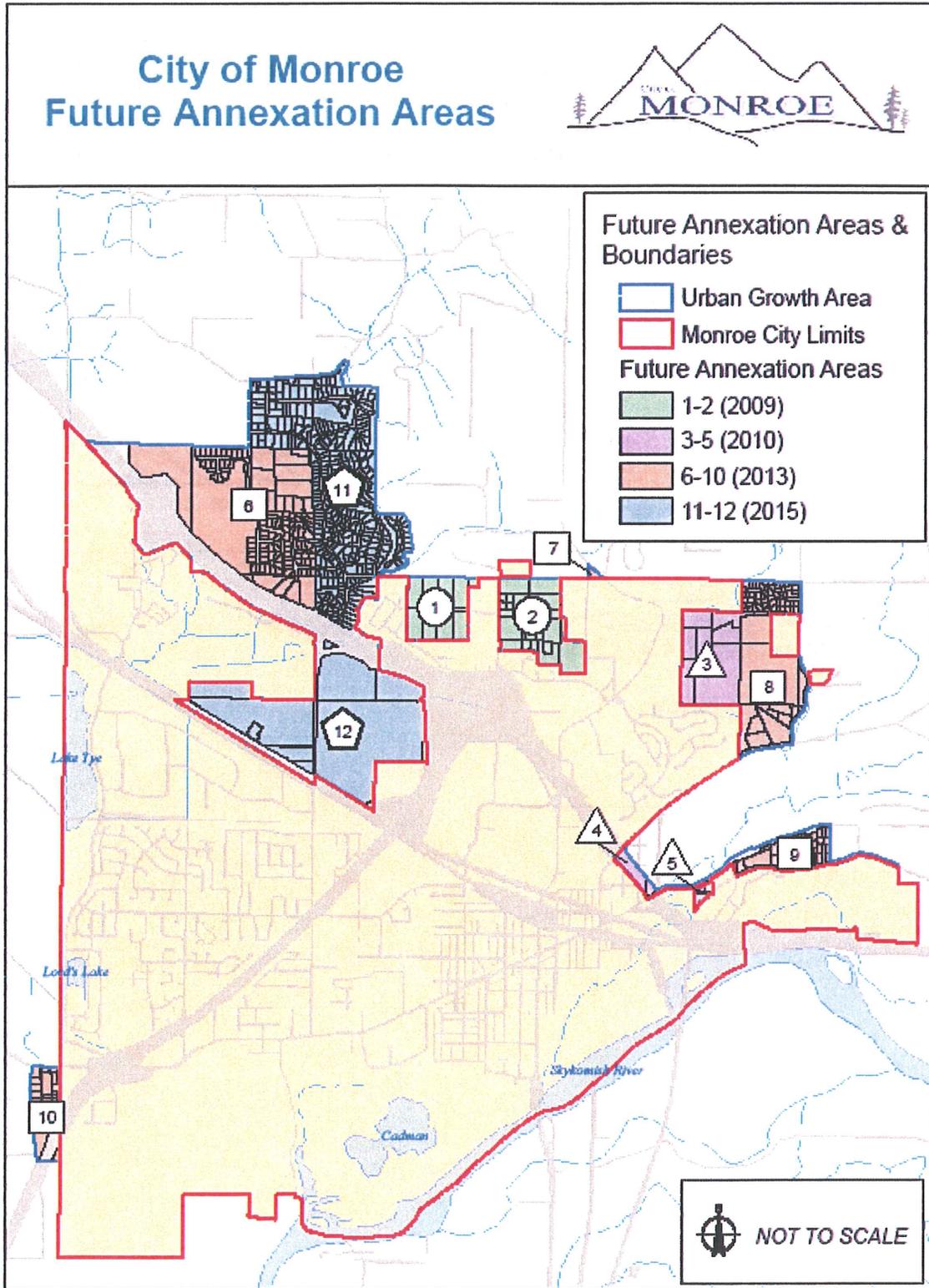
ATTEST:

  
Eadye Martinson, Deputy City Clerk

APPROVED AS TO FORM:

  
Phil Olbrechts, City Attorney

# Exhibit A



After Recording Return to:

Assistant Clerk  
Snohomish County Council  
3000 Rockefeller, M/S 609  
Everett, WA 98201

Agencies: Snohomish County and City of Monroe  
Tax Account No.: N/A  
Legal Description: N/A  
Reference No. of Documents Affected: Interlocals Recorded at AF# 200801030552, 200807170547  
Filed with the Auditor pursuant to RCW 39.34.040  
Documents Title:

**ADDENDUM TO THE INTERLOCAL AGREEMENT BETWEEN  
THE CITY OF MONROE AND SNOHOMISH COUNTY CONCERNING  
ANNEXATION AND URBAN DEVELOPMENT WITHIN  
THE MONROE URBAN GROWTH AREA**

**1. PARTIES**

This addendum (Addendum) to the Interlocal Agreement Between the City of Monroe and Snohomish County Concerning Annexation and Urban Development within the Monroe Urban Growth Area (Agreement), recorded under Snohomish County Auditor's File Number 200801030552, is entered into by the City of Monroe (City), a Washington municipal corporation, and Snohomish County (County), a political subdivision of the State of Washington, in accordance with sections 13.1 and 13.3 of the Agreement.

**2. PURPOSE OF THE ADDENDUM**

The purpose of this Addendum is to further define and facilitate an orderly transition of services and responsibility for projects and permitting from the County to the City at the time of annexation of unincorporated areas into the City. This Addendum also serves to incorporate the Snohomish County Tomorrow Annexation Principles into the joint planning process within the Monroe UGA.

**3. SNOHOMISH COUNTY TOMORROW ANNEXATION PRINCIPLES**

3.1 Snohomish County Tomorrow Annexation Principles. The County and the City intend that this Addendum and the Agreement be interpreted in a manner that furthers the objectives articulated in the Snohomish County Tomorrow Annexation Principles, provided that nothing in this Addendum shall be interpreted as compelling either party to make a financial contribution for services or infrastructure that is not otherwise already required by law. For the purpose of this Addendum and the Agreement, the Snohomish County Tomorrow Annexation Principles means that document adopted by the Snohomish County Tomorrow Steering

Committee on February 28, 2007, and supported by the Snohomish County Council in Joint Resolution No. 07-026 passed on September 5, 2007. The Snohomish County Tomorrow Annexation Principles are attached to this Addendum as Exhibit A. As used in this Addendum, the term "Six Year Annexation Plan" means the six-year time schedule which will guide annexation goals, as described in the Snohomish County Tomorrow Annexation Principles.

- 3.2 Establish a framework for future annexations. The City and County intend that this Addendum provide a framework for future annexations within the Monroe Urban Growth Area (UGA); support the implementation of urban development standards within the Monroe UGA prior to annexation; assist in planning for and funding capital facilities in the unincorporated portion of the Monroe UGA; and enable consistent responses to future annexations.
- 3.3 Consistency of annexation. If the Snohomish County Council finds that a proposed annexation within the Monroe UGA is consistent with this Addendum and the Agreement, the current Six Year Annexation Plan for the Monroe UGA and the objectives established in RCW 36.93.180, and that the health, safety and general welfare of Snohomish County citizens is not adversely affected by the annexation, the County will not oppose the proposed annexation and will send a letter to the Boundary Review Board in support of the proposed annexation.
- 3.4 Joint planning provision. The City and County recognize the need for joint planning to establish local and regional facilities that the jurisdictions have planned or anticipate for the area, to identify ways to jointly provide these facilities, and to identify transition of ownership and maintenance responsibilities as annexations occur. This need may result in mutual ongoing planning efforts, joint capital improvement plans, and reciprocal impact mitigation. By way of example only, and not by way of limitation, joint planning issues may include: planning, design, funding right-of-way acquisition, construction, and engineering for road projects; regional transportation plans; infrastructure coordination; watershed management planning; capital construction and related services; parks, recreation, and open space; permit review services; revenue and cost-sharing; adoption of common zoning and development standards; and sub-area planning related to the Six Year Annexation Plan for the Monroe UGA.
- 3.5 Coordinated planning. The City and the County recognize that sub-area planning related to Six Year Annexation Plans and interjurisdictional coordination as outlined in the Snohomish County Tomorrow Annexation Principles facilitate the transition of services from the County to the City in the event of an annexation. Addenda or amendments to existing interlocal agreements or government service agreements, or subsequent agreements on specific topical subjects relating to annexation and service

transition, as described in Subsection 2.4 of the Agreement, will reflect joint planning between the City and the County relative to the City's adopted Six Year Annexation Plan and the Snohomish County Tomorrow Annexation Principles.

- 3.6 Joint review of permit applications. The City and County recognize that it is in the best interest of both jurisdictions to engage in the shared review of County permit applications within areas anticipated for annexation in Six Year Annexation Plans. The City and County may agree to consider a subsequent addendum relating to shared permit review.

#### **4. LAND USE AND ZONING**

- 4.1 City land use designations in the unincorporated Monroe UGA. The City, based on its vision and goals, will consider the re-designation of a portion of the unincorporated Monroe UGA to a land use designation matching or exceeding the residential density provided under the County's designation. Specifically, the City will consider re-designation of the unincorporated Monroe UGA west and southwest of the Robinhood development (excluding the Washington State Department of Transportation right-of-way), to a designation that will support between 5-7 dwelling units per acre. Such re-designation may be accomplished through an amendment of the City of Monroe Comprehensive Plan map, or as part of concurrent action with annexation. The City and County will continue to work together to reach agreement on land use designations within the unincorporated Monroe UGA to ensure consistency with the City's Comprehensive Plan, Water System Plan and Sewer System Plan.

- 4.2 Monroe UGA expansion. The City has stated an interest to expand the unincorporated Monroe UGA to include the area known as "the Southwest Joint Study Area" to support greater industrial capacity. The Southwest Joint Study Area is located west of the City and unincorporated Monroe UGA. The City is considering pursuing an expansion of the UGA in this area through the Snohomish County docketing process in a manner consistent with Countywide Planning Policies and Chapter 30.74 of the Snohomish County Code. The City expressed interests in the following future land uses: industrial, commercial, and moderate urban residential development within this area. Nothing in this Addendum shall be interpreted as an agreement by the County to approve or adopt any such Monroe UGA expansion proposed by the City.

#### **5. EXECUTION OF THE ADDENDUM**

Upon execution, this Addendum shall become a part of the Agreement and subject to all applicable terms and provisions of the Agreement.

IN WITNESS WHEREOF, the parties have signed this Addendum, effective on the date indicated below.

CITY OF MONROE

SNOHOMISH COUNTY

By   
Donnetta Walser, Mayor

By \_\_\_\_\_  
Aaron G. Reardon, County Executive

Date 7/21/09

Date \_\_\_\_\_

ATTEST:

ATTEST:

  
Eadye Martinson, Deputy City Clerk

\_\_\_\_\_  
Kathryn Bratcher  
Clerk of the County Council

Approved as to form:

Approved as to form:

Office of the City Attorney

Snohomish County Prosecuting  
Attorney



Phil Olbrechts  
Attorney for the City of Monroe

\_\_\_\_\_  
Laura C. Kisielius  
Deputy Prosecuting Attorney for  
Snohomish County

## EXHIBIT A – SNOHOMISH COUNTY TOMORROW ANNEXATION PRINCIPLES

The following principles are intended as a “roadmap” for successful annexations but are not intended to require cities to annex all UGA lands. The desired outcome will reduce Snohomish County’s current delivery of municipal services within the urban growth area while strengthening the County’s regional planning and coordinating duties. Likewise, cities/towns will expand their municipal services to unincorporated lands scattered throughout the UGAs in Snohomish County. These principles propose altering historical funding and service delivery patterns. All parties recognize that compromises are necessary.

1. The County and all Snohomish County cities will utilize a six-year time schedule which will guide annexation goals. This work will be known as the Six-Year Annexation Plan. As follow-up to the County’s Municipal Urban Growth Area (MUGA) policies, those cities that have a (MUGA) land assignment should designate this land assignment a priority. Each jurisdiction shall conduct its normal public process to ensure that citizens from both the MUGA areas and city proper are well informed. All Snohomish County cities have the option of opting in or out of this process. Cities that opt in will coordinate with the County to establish strategies for a smooth transition of services and revenues for the annexations proposed in the accepted Six-Year Plan.
2. Each city will submit a written report regarding priority of potential annexation areas to the County council every two years, at which time each city will re-evaluate its time schedule for annexation. This report will serve as an update to the Six Year Annexation Plan.

The report to the County council should be based upon each city’s internal financial analyses dealing with the cost of those annexations identified for action within the immediate two-year time period. This analysis shall include: current and future infrastructure needs including, but not be limited to, arterial roads, surface water management, sewers, and bridges. A special emphasis should be given to the financing of arterial roads, including historical County funding and said roads’ priority within the County’s current 6-year road plan. Where financing and other considerations are not compelling, the City and County may “re-visit” the annexation strategies at the next two-year interval.

3. To facilitate annexation within urban growth areas (UGAs), the host city and the County may negotiate an Interlocal agreement providing for sub-area planning to guide the adoption of consistent zoning and development regulations between the County and the City. Coordination of zoning densities between the County and the host city may require the revision of land use maps, adoption of transfer rights or other creative solutions.

Upon completion of sub-area planning, if densities cannot be reconciled, then the issue would be directed to SCT for review and possible re-assignment to alternate sites within the UGA.

The Interlocal Agreement would also address development and permit review and related responsibilities within the UGA, apportioning related application fees based upon the review work performed by the respective parties, and any other related matters. The format for accomplishing permit reviews will be guided in part by each city's unique staffing resources as reflected in the Interlocal agreement between the host city and the County.

4. The City and the County will evaluate the financial and service impacts of an annexation to both entities, and will collaborate to resolve inequities between revenues and service provision. The City and County will negotiate on strategies to ensure that revenues and service requirements are balanced for both the City and the County. These revenue sharing and/or service provision strategies shall be determined by individual ILAs to address service operations and capital implementation strategies.
5. The County and the host city will negotiate with other special taxing districts on annexation related issues. Strategies for accomplishing these negotiations will be agreed to by the County and host city, and reflected in the host city's annexation report. (See preceding Principle #2.)
6. To implement the goals of the Annexation Principles regarding revenue sharing, service provision, and permit review transitions, the County and the cities will consider a variety of strategies and tools in developing Interlocal Agreements, including:
  - Inter-jurisdictional transfers of revenue, such as property taxes, Real Estate Excise Taxes (REET), storm drainage fees, sales tax on construction, and retail sales tax. Dedicated accounts may be opened for the deposit of funds by mutual agreement by the County and City;
  - Service provision agreements, such as contracting for service and/or phasing the transition of service from the County to the City;
  - Identifying priority infrastructure improvement areas to facilitate annexation of areas identified in Six-Year Annexation Plans.



**MONROE CITY COUNCIL**  
 Transportation/Planning, Public Works, and Parks  
 & Recreation Committee Meeting  
 Tuesday, October 27, 2020, 6 P.M.

**2020 Committee**  
 Councilmembers  
 Heather Rousey  
 Ed Davis  
 Jeff Rasmussen

<b>SUBJECT:</b>	<b>Discussion: Resolution Accepting Notice of Intention to Commence Annexation – Monroe Estates</b>
-----------------	---

<b>DATE:</b>	<b>DEPT:</b>	<b>CONTACT:</b>	<b>PRESENTER:</b>	<b>ITEM:</b>
10/27/20	Community Development	Shana Restall	Ben Swanson	New Business #3

- Discussion:** 10/27/20  
**Attachments:** 1. Resolution No. 019/2020  
 Exhibit A – Notice of Intention to Commence Annexation  
 Exhibit B – Signature of Property Owners  
 Exhibit C – Legal Description  
 Exhibit D – Annexation Map

**REQUESTED ACTION:** Discuss Resolution No. 019/2020, accepting the Notice of Intention to Commence Annexation to the City pursuant to RCW 35A.14.120; requiring assumption of city indebtedness; authorizing of sixty percent petition circulation; and establishing an effective date.

**POLICY CONSIDERATIONS**

*Staff is requesting that the City Council accept the Notice of Intention to Commence Annexation (ten-percent petition), without modification, for 44.71 acres located in the Monroe Estates area east of Chain Lake Road (Exhibit A). In accordance with RCW 35A.14.120, the City Council may accept, reject, or geographically modify the proposed annexation. The proposed annexation area, which is in the City’s Urban Growth Area, is contiguous to existing city limits.*

*As identified in the City’s Six-Year Annexation Plan (Resolution No. 2009/012) and associated interlocal agreement with Snohomish County (Exhibits 2 and 3, respectively), it’s been the City’s policy to purposefully annex land within the City’s UGA to meet the goals and policies of the Growth Management Act. If the City Council accepts the Notice of Intention to Commence Annexation, then the owners of not less than sixty percent of the assessed value of the annexation area must sign the petition and file it with the City.*

*After accepting the petition, the City will send it to the Snohomish County Assessor’s office for verification. A Notice of Intent must also be filed with the Boundary Review Board (BRB). After verification of signatures, the City Council will set a date for a public hearing and publish the notice of the hearing in a newspaper of general circulation of the City. The notice shall also be posted in three public places within the proposed annexation area and shall specify the time and place of hearing.*

*At least sixty days before the effective date of the annexation, the City must also provide notification, by certified mail or electronic means, that includes a list of annexed parcel numbers and the street address to the Snohomish County Treasurer and Assessor, to the relevant utility and natural gas providers, to the fire district, library district and public health district. Following the public hearing, the City Council may annex all or any of the proposed area by ordinance. Pre-annexation zoning regulations were adopted for the proposed annexation area in 2018 (Ordinance No. 022/2018).*

*If the BRB has not invoked jurisdiction, upon the date fixed in the ordinance of the annexation, the area annexed shall become part of the City and is thereafter subject to the same taxation, indebtedness, comprehensive plan, and zoning regulations.*

#### **DESCRIPTION/BACKGROUND**

On September 22, 2020, the City of Monroe received a Notice of Intention to commence annexation proceedings signed by the property owner representing more than ten-percent of the assessed value of the proposed annexation area. The subject area of is approximately 44.71 acres and is located immediately east of Monroe city limits in unincorporated Snohomish County within the Monroe Urban Growth Area.

The proposed annexation area is contiguous with the Easton Cove neighborhood located to immediately to the west and north. Per Snohomish County Zoning, the subject area is currently zoned R-9600. Pursuant to Ordinance No. 022/2018, future City zoning when annexed would be Single-Family Residential - 4 Dwellings Per Acre (R4).

#### **FISCAL IMPACTS**

The proposed annexation area shall be required to assume its proportionate share of the general indebtedness of the City of Monroe at the time of the effective date of such annexation RCW 35A.14.120.

#### **TIME CONSTRAINTS**

The final plat for the area proposed to be annexed is in review at Snohomish County. Upon approval of the final plat, building permits will likely be issued by the County for development; thus excluding the City from potential sources of revenue.

#### **ALTERNATIVES TO REQUESTED ACTION**

Discussion only. No action needed at this time.

**CITY OF MONROE  
RESOLUTION NO. 019/2020**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONROE, WASHINGTON, ACCEPTING A NOTICE OF INTENTION TO COMMENCE ANNEXATION TO THE CITY PURSUANT TO RCW 35A.14.120; REQUIRING ASSUMPTION OF CITY INDEBTEDNESS AND PRE-ANNEXATION ZONING REGULATIONS AS CONDITIONS OF ANNEXATION; AUTHORIZING THE CIRCULATION OF AN ANNEXATION PETITION; AND ESTABLISHING AN EFFECTIVE DATE

---

WHEREAS, the City of Monroe entered into an Interlocal Agreement with Snohomish County concerning annexation within the Monroe Urban Growth Area (UGA), recorded under Snohomish County Auditor's File Number 9609110230 (Exhibit 2); and

WHEREAS, the City of Monroe adopted a Six-Year Annexation Plan under Resolution 2009/012 that provides an annexation strategy for the Monroe UGA (Exhibit 3); and

WHEREAS, a notice signifying intention to commence annexation proceedings pursuant to RCW 35A.14.120 has been filed with the City (Exhibit A). The proposed annexation area is shown on the attached map (Exhibit D). The area is contiguous with existing City limits, lies in unincorporated Snohomish County, is contained within the City's UGA, and may generally be described as an area of approximately 44.71 acres located in the Monroe Estates area east of Chain Lake Road (Exhibit C); and

WHEREAS, on October 27, 2020, the City Council met with the initiating party as required by RCW 35A.14.120; and

WHEREAS, pursuant to RCW 35A.14.120, the initiating party represents more than ten percent of the current assessed value of all parcels in the proposed annexation area (Exhibit B); and

WHEREAS, the property owners of Monroe Estates neighborhood have executed a no-protest agreement as part of their covenants and agreements with the land, and shall not protest or challenge by referendum or any other method, any annexation of the properties to the City of Monroe;

WHEREAS, without waiver of the City Council's ultimate discretion to approve by ordinance or to deny the proposed annexation, the Council has preliminarily determined that it shall accept the proposed annexation without modification, and shall require as conditions of annexation the assumption of the area's proportionate share of City indebtedness and the adoption of the pre-annexation zoning regulation contained in Ordinance 018/2019.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MONROE,  
WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. The Monroe City Council accepts the Notice of Intention to Commence Annexation for the area described in Exhibits C and D hereto in accordance with RCW 35A.14.120.

Section 2. The area described in Exhibits C and D hereto, if annexed to the City, shall be required to assume its proportionate share of the general indebtedness of the City of Monroe as of the effective date of such annexation.

Section 3. The area described in Exhibits C and D hereto, if annexed, shall be designated on the City's zoning map as Single-Family Residential - 4 Dwellings Per Acre (R4) in accordance with the pre-annexation zoning regulation adopted under Ordinance No. 018/2019.

Section 4. The City Council hereby authorizes the circulation of a petition for annexation with respect to the area described in Exhibits C and D hereto. Such petition shall set forth the requirements contained in Section 2 and Section 3 of this resolution, respectively, together with a quotation from the minute entry thereof.

Section 5. The City Clerk is hereby authorized and directed to record and enter into the official City Council minutes the substance of this resolution.

Section 6. Effective Date. This resolution shall take effect immediately upon passage.

ADOPTED by the City Council of the City of Monroe, at its regular meeting thereof, and APPROVED by the Mayor this \_\_\_\_ day of \_\_\_\_\_, 2020.

CITY OF MONROE, WASHINGTON

\_\_\_\_\_  
Geoffrey Thomas, Mayor

ATTEST:

\_\_\_\_\_  
Becky Hasart, Finance Director/Interim City Clerk

NOTICE OF INTENTION TO COMMENCE ANNEXATION

TO: The Monroe City Council  
806 W. Main Street  
Monroe, WA 98272

RE: Notice of Intention to Commence Annexation; Monroe Estates

We, the undersigned, who are the property owners of not less than ten percent in assessed value of the proposed area to be annexed, according to the Snohomish County Tax Assessor's current records, hereby advise the Monroe City Council that the undersigned residents desire to commence annexation proceedings. Attached hereto are Exhibit A, which contains the signatures of the property owners (see attachment next page) of this Notice of Intention; Exhibit B, which contains the property area boundary legal description; and Exhibit C that includes a map depicting the intended boundaries of the annexation.

We, the undersigned, request that the Monroe City Council set a date within 60 days after the filing of this request to meet with the undersigned to determine:

1. Whether the City Council will accept, reject, or modify the proposed annexation;
2. Whether the City Council will require the adoption of zoning for the proposed area in compliance with the current Comprehensive Plan, adopted by Chapter 22.10 of the Monroe Municipal Code; and
3. Whether the City Council will require property owners within the proposed annexation area to assume existing City indebtedness.

Applicant's Signature: \_\_\_\_\_



**EXHIBIT B**

**CITY OF MONROE  
COMMUNITY DEVELOPMENT  
PERMIT DIVISION**

806 WEST MAIN STREET | MONROE, WA 98272  
City Hall 360.794.7400 | [www.monroewa.gov](http://www.monroewa.gov)

**NOTICE OF INTENTION TO COMMENCE ANNEXATION**  
**10% Petition Signatures**

PARCEL NUMBER REPRESENTED	PROPERTY OWNER'S NAME	PROPERTY ADDRESS	PROPERTY OWNER'S SIGNATURE	DATE SIGNED
1 28073100101500	JON JUSTUS AND BONNIE STUTZ TRUST	13422 205TH AVENUE SE MONROE, WA 98272		
2 28073100100800	JC SEATTLE INVESTMENT, LLC	N/A		Oct. 14. 2020.
3 28073100101400	GEORGE CHOU AND GLORIA KUO-LO	20602 134TH STREET SE MONROE, WA 98272		
4 28073100100300	HILL FAMILY TRUST	N/A		
5 28073100101000	SNOHOMISH COUNTY PROPERTY MGMT	N/A		
6 28073100101200	ROBERT CARLYLE	20601 134TH STREET SE MONROE, WA 98272		
7 28073100101600	GORDON AND KAY HILL LIVING TRUST	13424 205TH AVENUE SE MONROE, WA 98272		
8 28073100100500	CHRISTINA SMITH	13724 205TH AVENUE SE MONROE, WA 98272		

9	28073100101300	JC WASHINGTON INVESTMENT, LLC	13831 205TH AVENUE SE MONROE, WA 98272		Oct. 14, 2020
10	28073100100600	INGRAHAM DEVELOPMENT, LLC	13706 INGRAHAM ROAD MONROE, WA 98272		Oct. 14, 2020
11	28073100100601	INGRAHAM DEVELOPMENT, LLC	13706 INGRAHAM ROAD MONROE, WA 98272		Oct. 14, 2020
12	28073200202100	JAMIE WITT	13930 INGRAHAM ROAD MONROE, WA 98272		
13	28073100100100	CHRISTINE KELLOGG	20810 134TH STREET SE MONROE, WA 98272		

## EXHIBIT "C"

## LEGAL DESCRIPTION OF MONROE ESTATES ANNEXATION

BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 28 NORTH, RANGE 7 EAST, WILLAMETTE MERIDIAN TOGETHER WITH A PORTION OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 28 NORTH, RANGE 7 EAST, WILLAMETTE BEING MORE PARTICULARLY DESCRIBED TO WIT:

BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 31;

THENCE NORTH 89°35'38" WEST, ALONG THE SOUTHERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 31, A DISTANCE OF 2601.55 FEET TO THE CALCULATED CENTER OF SAID SECTION 31;

THENCE NORTH 1°43'01" EAST, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 31, A DISTANCE OF 1324.95 FEET TO THE SOUTHERLYMOST SOUTHEAST CORNER OF EASTON COVE AS RECORDED UNDER AUDITOR'S FILE NUMBER 201712225009, OFFICIAL PUBLIC RECORDS, SNOHOMISH COUNTY, WASHINGTON;

THENCE CONTINUING NORTH 1°43'01" EAST, ALONG AN EAST LINE OF SAID EASTON COVE, A DISTANCE OF 662.47 FEET AN ANGLE POINT IN SAID EASTON COVE;

THENCE SOUTH 88°46'45" EAST, ALONG A SOUTH LINE OF SAID EASTON COVE, A DISTANCE OF 1277.20 TO THE EASTERLYMOST SOUTHEAST CORNER OF SAID EASTON COVE;

THENCE CONTINUING SOUTH 88°46'45" EAST, A DISTANCE OF 1277.43 FEET TO A POINT ON THE EASTERLY LINE OF SAID SECTION 31;

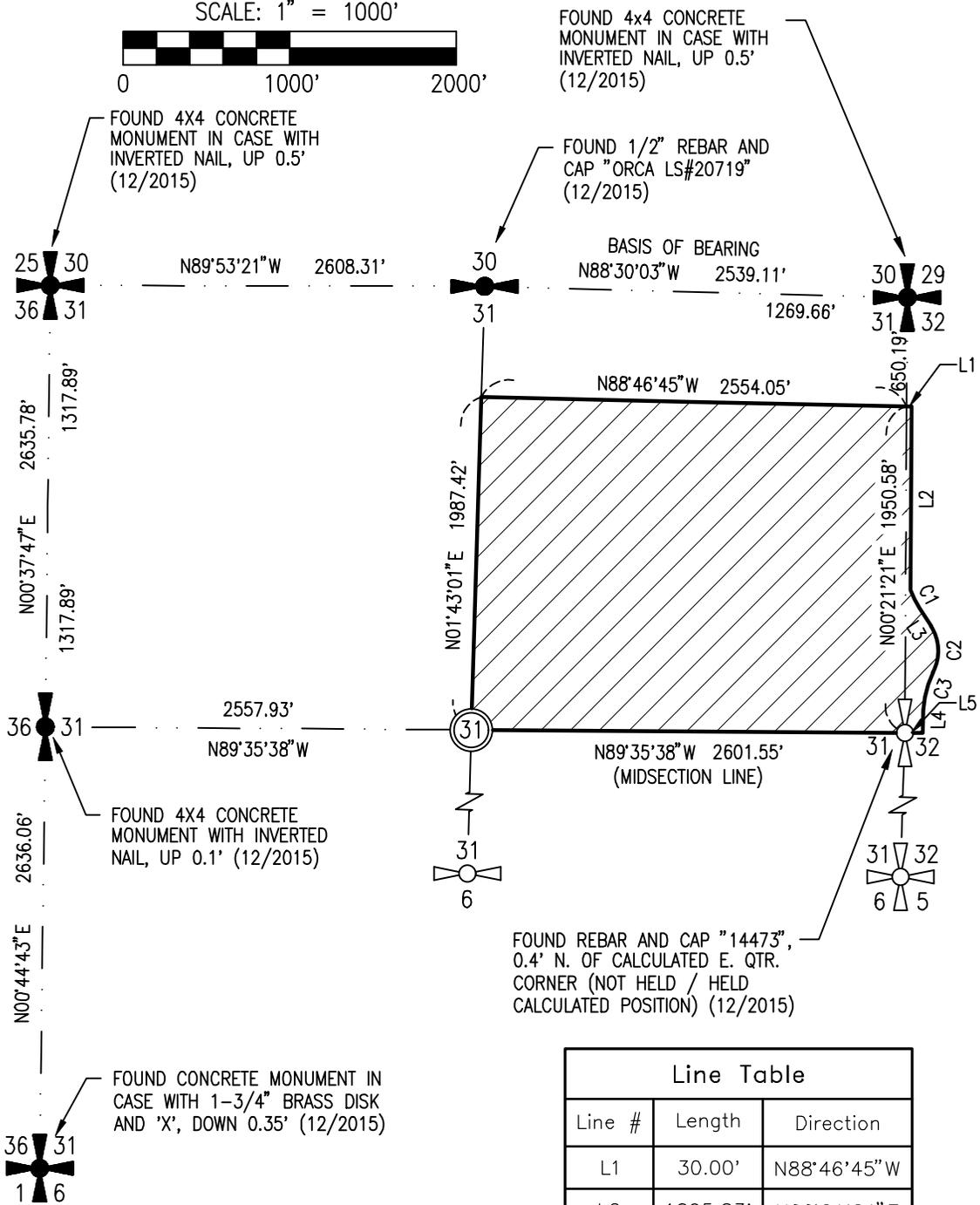
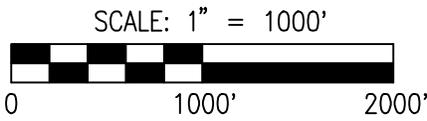
THENCE NORTH 88°04'05" EAST, PER THE PLAT OF TAYLOR HEIGHTS, AS RECORDED UNDER AUDITOR'S FILE No. 2151519, OFFICIAL PUBLIC RECORDS, SNOHOMISH COUNTY, WASHINGTON, A DISTANCE OF 30.00 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF INGRAHAM ROAD;

THENCE SOUTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE, BY SAID PLAT OF TAYLOR HEIGHTS, TO THE EAST-WEST MIDSECTION LINE OF THE AFOREMENTIONED SECTION 32;

THENCE SOUTH 88°04'44" WEST, A DISTANCE OF 138.15 FEET TO THE EAST QUARTER CORNER OF THE AFOREMENTIONED SECTION 31;

THENCE NORTH 89°35'38" WEST, A DISTANCE OF 2601.55 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT.

# EXHIBIT 'C'



**SURVEYOR'S NOTE:**

1. BEARINGS, DISTANCES AND ALL CURVE DATA SHOWN HEREON ARE BASED ON THE PLAT OF EASTON COVE AS RECORDED UNDER AUDITOR'S FILE No. 201712225009 AND THE PLAT OF TAYLOR HEIGHTS AS RECORDED UNDER AUDITOR'S FILE No. 2151519. BOUNDARY LINES SHOWN REPRESENT DEED LOCATIONS; OWNERSHIP LINES MAY VARY. NO GUARANTEE OF OWNERSHIP IS EXPRESSED OR IMPLIED.



Line Table		
Line #	Length	Direction
L1	30.00'	N88°46'45"W
L2	1095.23'	N00°21'21"E
L3	128.05'	N33°37'18"W
L4	137.93'	N01°48'27"E
L5	108.49'	N89°35'38"W

Curve Table			
Curve #	Length	Radius	Delta
C1	119.22	491.14	13°54'30"
C2	293.15	272.25	61°41'42"
C3	235.78	514.31	26°15'59"

**LDC**

THE CIVIL ENGINEERING GROUP

**Engineering  
Structural  
Planning  
Survey**

20210 142nd Avenue NE  
Woodinville, WA 98072

Ph. 425.806.1869  
Fx. 425.482.2893

www.LDCcorp.com

**CITY OF MONROE  
MONROE ESTATES ANNEXATION**

NE 1/4 SEC. 31, TWN. 28 N., RNG. 7 E., W.M.  
NW 1/4 SEC. 32, TWN. 28 N., RNG. 7 E., W.M.  
CITY OF MONROE, SNOHOMISH COUNTY, WASHINGTON

DRAWN BY:	DATE:	DRAWING FILE NAME:	SCALE:	JOB NUMBER:
JCW	8-26-20	P20-115SV_SEC 3	1"=1000'	P20-115

**Proposed  
Monroe Estates  
44.71 Acres  
Proposed Zoning: R4**

**Legend**

-  Proposed Annexation Area
-  Urban Growth Area/  
Monroe Sewer Service Area
-  Monroe City Limits
-  Tax Parcels
-  Waterbodies
-  Watercourses



**Current City of  
Monroe Zoning**

-  R4

**Proposed City of  
Monroe Zoning**

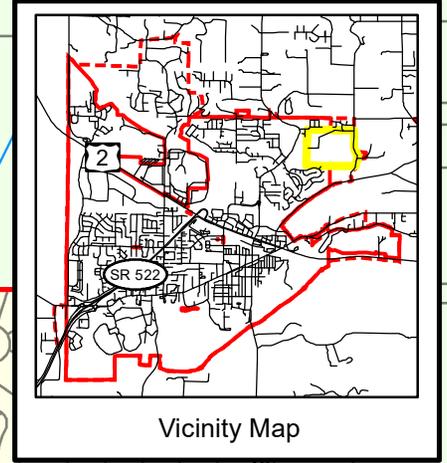
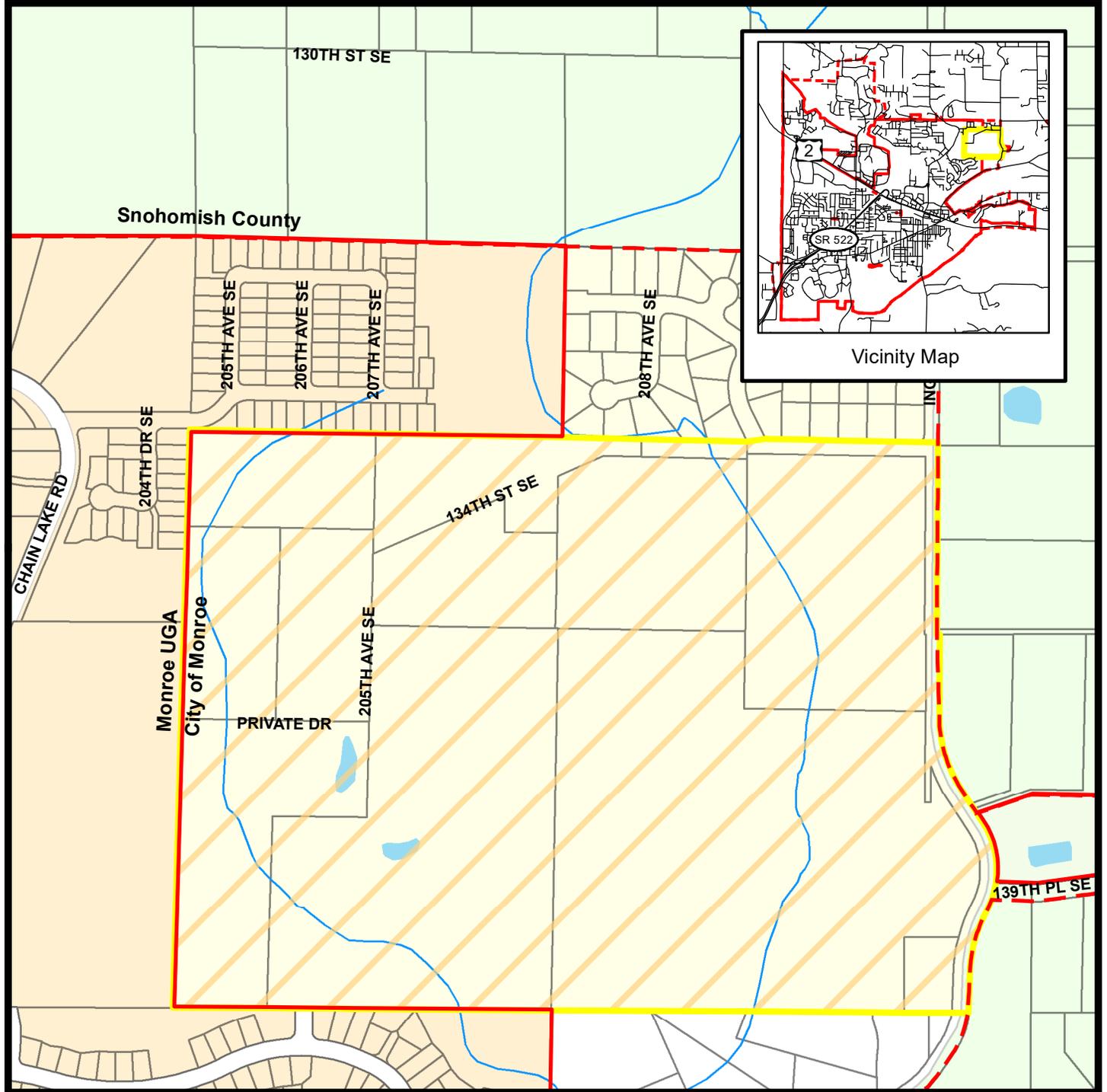
-  R4

**Current Snohomish  
County Zoning**

-  R-5
-  R-9,600

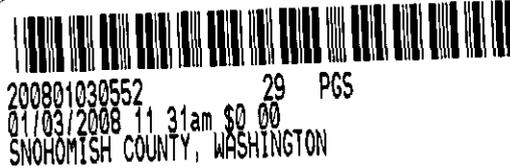


Source:  
Tax Parcel, Snohomish County,  
08/03/2020  
Wtrcs, Snohomish County,  
08/03/2020  
Wtrbdys, Snohomish County,  
08/03/2020



After Recording Return to

Assistant Clerk  
Snohomish County Council  
3000 Rockefeller, M/S 609  
Everett, WA 98201



**INTERLOCAL AGREEMENT  
BETWEEN THE CITY OF MONROE AND SNOHOMISH COUNTY  
CONCERNING ANNEXATION AND URBAN DEVELOPMENT WITHIN  
THE MONROE URBAN GROWTH AREA**

**GENERAL RECITALS**

**1. PARTIES**

This Interlocal Agreement (hereinafter "AGREEMENT" or "ILA") is made by and between the City of Monroe (hereinafter referred to as the "CITY") and Snohomish County (hereinafter referred to as the "COUNTY"), political subdivisions of the State of Washington, pursuant to Chapter 36 70A RCW (the Growth Management Act), Chapter 36 115 RCW (the Governmental Services Act), Chapter 43 21C RCW (SEPA), Chapter 36 70B RCW (Local Project Review), Chapter 58 17 RCW (Subdivisions), Chapter 82 02 RCW (Excise Taxes), and Chapter 39 34 RCW (the Interlocal Cooperation Act)

**2. PURPOSE AND RECITALS**

- 2.1 The purpose of this AGREEMENT is to facilitate an orderly transition of services and responsibility for capital projects from the COUNTY to the CITY at the time of annexation of unincorporated areas of the COUNTY to the CITY. This AGREEMENT between the CITY and the COUNTY also addresses joint transportation system planning and the policies and procedures for reciprocal review and mitigation of interjurisdictional transportation system impacts of land development.
- 2.2 This AGREEMENT applies to all annexations that are approved after the effective date of this AGREEMENT. This AGREEMENT shall also apply to all development projects approved under Section 8 after the effective date of this AGREEMENT.
- 2.3 The City of Monroe's Growth Management Act (GMA) Comprehensive Plan, as now existing or hereafter amended, identifies the Monroe Urban Growth Area.

(UGA), within which potential future annexations may occur (Exhibit A) The CITY and the COUNTY may jointly agree to identify areas within and beyond the current Monroe UGA boundary where further study is desired to address issues of mutual interest, such as, but not limited to, future expansion of the urban growth boundary, utility expansion, or provision of certain public services, and including the area identified as the "southwest joint study area" in the Monroe Comprehensive Plan map (as amended).

- 2 4 The CITY and COUNTY recognize that this framework AGREEMENT includes general statements of principle and policy, and that addenda to existing interlocal agreements or government service agreements or additional agreements on specific topical subjects relating to annexation and service transition may be developed subsequently. Separate interlocal or government service agreements on specific annexation issues will supersede the specific language in this AGREEMENT only for that specific issue. Potential topics for additional agreements include roads and traffic impact mitigation, surface water management, parks, recreation and open space, police services, and fire marshal services.
- 2 5 If the COUNTY legislative authority finds that a proposed annexation within the Monroe UGA is consistent with this AGREEMENT and that an addendum pursuant to Section 13 of this Agreement is completed or is not necessary, the COUNTY will not oppose the proposed annexation and will send a letter to the Boundary Review Board in support of the proposed annexation.
- 2 6 The CITY and COUNTY wish to establish a generalized, framework interlocal agreement to implement urban development standards within the Monroe UGA prior to annexation, for the planning and funding of capital facilities in the unincorporated portion of the uncontested UGA, and to enable consistent responses to future annexations.
- 2 7 The CITY and COUNTY share a commitment to ensure that infrastructure which is within the funding capacities of the CITY and COUNTY will be in place within the UGA to serve development as it is ready for occupancy and use without decreasing service levels below locally established minimum standards.
- 2 8 The CITY and COUNTY believe it is in the best interest of the citizens of both jurisdictions to enable reciprocal imposition of impact mitigation requirements and regulatory conditions that effect improvements in the respective jurisdictions. Separate interlocal agreements on reciprocal park mitigation may be negotiated after the effective date of this agreement.
- 2 9 The CITY and COUNTY recognize the need for joint planning to establish local and regional facilities the jurisdictions have planned or anticipate for the area, to

identify ways to jointly provide these services, and to identify transition of ownership and maintenance responsibilities as annexations occur. This may result in mutual ongoing planning efforts, joint capital improvement plans, and reciprocal impact mitigation. Joint planning issues could include planning, design, funding ROW acquisition, construction, and engineering for road projects; regional transportation plans, infrastructure coordination, watershed management planning; capital construction and related services, parks, recreation, and open space.

- 2 10 The CITY agrees to adopt the COUNTY codes listed in Exhibit B by reference for the purpose of allowing the COUNTY to process and complete permits and fire inspections in annexed areas. Adoption of the COUNTY's codes in no way affects projects applied for under the CITY's jurisdiction. The COUNTY shall be responsible for providing copies of all the codes listed in Exhibit B in addition to all the updates thereto to the Monroe City Clerk, so that the City Clerk may maintain compliance with RCW 35A 12 140.
- 2 11 Within their own jurisdictions, the COUNTY and the CITY each have responsibility and authority derived from the Washington State Constitution, State laws, and any local charter to plan for and regulate uses of land and resultant environmental impacts, and by law must consider the impacts of governmental actions on adjacent jurisdictions.
- 2 12 The CITY and the COUNTY recognize that land use decisions and transportation planning can have extra-jurisdictional impacts and that intergovernmental cooperation is an effective manner to deal with impacts and opportunities that transcend local jurisdictional boundaries.
- 2 13 The CITY and the COUNTY agree to notify one another in the event of any proposed change in the laws, mitigation policies or regulations affecting this AGREEMENT, and to notify one another of the outcome of any such proposed changes. The County Council shall review and approve the CITY's mitigation fee schedule imposed on properties within unincorporated Snohomish COUNTY. The City Council shall review and approve the COUNTY's mitigation fee schedule imposed on properties within CITY limits.

## **ANNEXATION RELATED ISSUES**

### **3. GMA AND LAND USE**

Purpose To ensure land use requirements under GMA and the COUNTY's land use codes are met.

- 3 1 Urban density requirements Except as may be otherwise allowed by law, the

CITY agrees to adopt and maintain land use designations and zones for the annexation areas that will accommodate within its jurisdiction, at a minimum, the population and employment allocation assigned by the COUNTY under GMA for the subject area. Provided, however, this shall not be deemed as a waiver of the CITY's right to appeal the assignment of population and employment allocation by any means provided by law. In furtherance of the finality policies underlying land use appeals, the County shall file and serve any judicial claim of noncompliance with this paragraph within 60 days of the City's adoption of the allegedly noncompliant regulation(s).

- 3.2 Imposition of City Standards The COUNTY agrees to encourage development applicants within the Monroe UGA to design projects consistent with the CITY's urban design and development standards. The CITY agrees to make written recommendations to the COUNTY on how proposed new land use permit applications could be changed to make them consistent with CITY standards. When approval of the development is contingent upon extension of water and/or sewer service provided by the CITY, the COUNTY agrees to impose only those conditions voluntarily negotiated between the developer and the CITY as a condition of a water and/or sewer contract between the property owner or developer and the CITY, provided that the conditions meet minimum COUNTY DEVELOPMENT standards and mitigation conditions. The CITY agrees that the COUNTY can only impose standards and conditions in addition to those that the COUNTY would impose under COUNTY codes, if the applicant agrees in writing.

#### 4. **TRANSFER OF PERMITS IN PROCESS BY THE COUNTY**

Purpose To guarantee continuity for permit applicants by the COUNTY and CITY working together to set a process for transfer of permits at an appropriate stage of a permit review process and/or when the CITY is able to handle the additional workload.

- 4.1 Land use permit application consultation After the effective date of this AGREEMENT, the COUNTY agrees to give the CITY timely written notice and review opportunity related to all land use permit applications inside the Monroe UGA, as defined in Subsection 4.5.1 below, as soon as the COUNTY is aware of such applications. The COUNTY will invite the staff representatives from the CITY to attend staff meetings with the applicant relating to the permit, including pre-application meetings.
- 4.2 Review of COUNTY land use permit applications All land use applications submitted to the COUNTY within the Monroe UGA that are subject to SEPA will be reviewed under the terms of Sections 3 and 8 of this AGREEMENT, the provisions of SEPA, and any other interlocal agreements relating to interjurisdictional coordination.

4 3 County will process permits The COUNTY agrees to continue processing both building and land use permit applications in the annexed area for which complete applications were filed before the effective date of the annexation, as provided below

4 4 Building permits

4 4 1 Definitions For the purposes of this AGREEMENT, the following definitions apply "building permit" is defined as printed permission issued by the authorizing jurisdiction that allows for the construction of a structure, and includes repair, alteration, or addition of or to a structure. "Associated permits" means mechanical, electrical, plumbing and sign permits for the building being permitted. "Completion" means final administrative or quasi-judicial approvals, including final inspection and issuance of an occupancy permit

4 4 2 Completion of building permits In areas that have been annexed, the COUNTY agrees, at no cost to the City, to complete processing of building permit applications that were deemed complete prior to the effective date of the annexation, subject to the limitations in Subsections 4 4 4 and 4 4 5 of this AGREEMENT In addition, the COUNTY agrees to accept, process, and conduct inspections through completion for any associated permits for which it receives an application and accompanying fees before the effective date of the annexation Where legislative approval by the Monroe City Council is required, the COUNTY will provide appropriate staff for the City Council's meeting, if deemed necessary by the CITY Permit renewals shall be governed by Section 4 6

4 4 3 Appeals of building permits The COUNTY agrees to be responsible for defending, at no cost to the CITY, any administrative, quasi-judicial or judicial appeals of building permits issued by the COUNTY in the annexed area

4 4 4 Building permits may be issued up to four months after annexation in areas that have been annexed The COUNTY agrees to continue processing building permit applications pursuant to Subsection 4 4 2 of this AGREEMENT for up to four months following the effective date of the annexation On or about the effective date of the annexation, the COUNTY and CITY will determine, in consultation with the applicant(s), whether any pending building permit applications will be transferred to the CITY for completion

4 4 5 Transfer by request of permit applicant Upon receipt of a written request by a permit applicant, the CITY may at any time request the COUNTY to transfer pending building permit applications The COUNTY will contact applicants for pending permit applications to provide advance notification of the transfer date The CITY will honor any intermediate approvals (such as building plan check approval) that are effective prior to transfer of the permit application Following

consultation with the COUNTY, CITY staff must approve extension of intermediate approvals following the annexation.

**4.4.6 Transfer of permit fees** The CITY and COUNTY agree to proportionately share the permit application fees for any transferred cases. The COUNTY agrees to transfer a proportionate share of the application fee collected to the CITY, commensurate with the amount of work left to be completed on the permit. The proportionate share will be based on the COUNTY's permitting fee schedule.

**4.5 Land use permits**

**4.5.1 Definitions** For the purposes of this AGREEMENT, the following definitions apply "land use permit" is defined as non-single family building permits for structures greater than 4,000 square feet in size, subdivisions, planned residential developments, short subdivisions, conditional uses, special uses, rezones, shoreline substantial development permits, and variances "Review stage" is defined for subdivisions and short subdivisions to include the following elements which will individually be regarded as a distinct "stage" preliminary plat approval, plat construction plan approval, inspection or final plat processing "Review stage" for all other land use permits includes preliminary approval, construction plan approval, construction inspections or final sign-off, but does not include related building permit applications unless applied for in the COUNTY prior to the effective date of the annexation.

**4.5.2 COUNTY will process land use permits as defined in Subsection 4.5.1** The COUNTY shall complete the review of a land use permit, as defined in Subsection 4.5.1 that has been filed with the COUNTY prior to the effective date of an annexation, through full completion of that "review stage." At the completion of the review stage, the permit/project shall be transferred to the CITY for all further permitting, review and approval.

**4.5.3 Land use dedications, deeds or conveyances** Final plats or other dedications of public property will be transmitted to the CITY for City Council acceptance of dedication of right-of-way or public easements, if dedication occurs after the effective date of annexation. Dedications, deeds or conveyances will be in the name of the CITY after the effective date of the annexation and will be forwarded to the City Council for acceptance by the CITY even if the COUNTY is continuing to process the permit.

**4.5.4 Appeals of land use permits** The COUNTY agrees to be responsible for defending, at no cost to the CITY, any administrative, quasi-judicial or judicial appeals of land use permits issued by the COUNTY in the annexed area.

- 4.6 Permit renewal or extension After the effective date of annexation, any request to renew a building permit or to renew or extend a land use permit issued by the COUNTY in the annexation area is to be made to and administered by the CITY
- 4.7 Transfer of permit fees. The CITY and COUNTY agree to proportionately share the permit application fees for any transferred cases. The COUNTY agrees to transfer a proportionate share of the application fee collected to the CITY, commensurate with the amount of work left to be completed on the permit. The proportionate share will be based on the COUNTY's permitting fee schedule
- 4.8 Land use code enforcement cases. Any land use code enforcement cases in the annexation area pending in the COUNTY 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 and at the CITY'S discretion. The COUNTY agrees to make its employees available as witnesses at no cost to the CITY if necessary to prosecute transferred cases. Upon request, the COUNTY agrees to provide the CITY with copies of any files and records related to any transferred case
- 4.9 Enforcement of COUNTY conditions. Following the effective date of the annexation, the CITY agrees to enforce any conditions imposed by the COUNTY relating to the issuance of a building or land use permit in an area which has been annexed, to the same extent it enforces its own conditions. The COUNTY agrees to make its employees available, at no cost to the CITY, to provide assistance in enforcement of conditions on permits originally processed by COUNTY personnel
- 4.10 Transference of bonds. Any performance, maintenance or other bonds held by the COUNTY to guarantee performance, maintenance or completion of work associated with the issuance of a permit will be transferred to the CITY along with responsibility for enforcement of conditions tied to said bonds

## 5. RECORDS TRANSFER AND ACCESS TO PUBLIC RECORDS FOLLOWING ANNEXATION

Purpose. For the CITY and COUNTY to mutually determine the appropriate timing for the transfer of permit records, transfer of COUNTY records to the CITY will be handled as set forth in this Section

- 5.1 Procedure for copying. Before the CITY sends a written request for specific records, it is recommended that the CITY records staff set up a meeting with the appropriate COUNTY records staff to discuss the types of records available, the format of the records, the number of records, and any additional information pertinent to request of records. When practical, the appropriate COUNTY

department or office may provide the CITY with an index or list of the available files or records in its custody in response to the CITY's written request. From said index or list, the CITY may select the records it requires that are affected by the annexation and request their transfer as set forth herein. Following a written request by the CITY for identifiable records, the COUNTY shall have a reasonable time to collect, copy, and prepare for transfer of the requested records. All copying costs associated with this process shall be borne by the CITY. When the copied records are available for transfer to the CITY, the COUNTY shall notify the CITY and the CITY shall arrange for their delivery.

- 5.2 Records to be transferred Prior to and following annexation of unincorporated area into the CITY, and upon the CITY's request in writing, copies of applicable COUNTY records relevant to jurisdiction and provision of government services within the annexation area may be copied and transferred to the CITY. Said records shall include, but are not limited to, the following records from the Department of Public Works, the Department of Planning and Development Services, and the Business Licensing Department of the Snohomish County Auditor's office: all permit records and files, inspection reports and approved plans, approved zoning files, code enforcement files, fire inspection records, easements, plats, databases for land use, drainage, street lights, streets, regulatory and animal license records, records relating to data on the location, size and condition of utilities, and any other records pertinent to the transfer of services and jurisdiction from the COUNTY to the CITY. The COUNTY reserves the right to withhold privileged and confidential records consistent with Chapter 42.17 RCW (the Public Disclosure Act). In such cases where the COUNTY opts to withhold such records, it shall provide the CITY with a list identifying the record(s) withheld.
- 5.3 Electronic data In the event that electronic data or files are requested by the CITY, the CITY shall be responsible for acquiring any software licenses that are necessary to use the transferred information.
- 5.4 Custody of records The COUNTY shall retain permanent custody of all original records. No original records shall be transferred from the COUNTY to the CITY. As the designated custodian of original records, the COUNTY shall be responsible for compliance with all legal requirements relating to public records, including, but not limited to, records retention and destruction, as more specifically described below.
- 5.5 Records retention and destruction The COUNTY agrees to retain and destroy all public records pursuant to this AGREEMENT consistent with the applicable provisions of Chapter 40.14 RCW and the applicable rules and regulations of the Secretary of State, Division of Archives and Records Management.

5 6 Public records requests Any requests for copying and inspection of public records shall be the responsibility of the party receiving the request. Requests by the public shall be processed in accordance with Chapter 42.17 RCW and other applicable law. The CITY agrees to withhold from disclosure documents which the COUNTY has requested remain confidential and not be disclosed where disclosure is not mandated by law. The County shall identify, in advance of transfer, any documents that it would like the City to withhold from disclosure under the Public Records Act. The City may refuse to accept any documents so identified. If the City does accept any documents that the County would like withheld from disclosure, the City agrees to withhold the documents from disclosure to the extent consistent with applicable law and shall defend against any legal action challenging the failure to disclose.

5 7 Intergovernmental cooperation Both parties shall maintain adequate records to document the obligations performed under this Section. Both parties shall have the right to review the other party's records with regard to the subject matter of this Section, upon reasonable notice.

## 6. COUNTY CAPITAL FACILITIES REIMBURSEMENT

Purpose To identify recent capital projects that have occurred within the CITY's UGA for which the COUNTY and CITY need to discuss if reimbursement for a portion of the expenditures is necessary and the best course of action for reimbursement.

6 1 Reimbursement for capital facilities investment The CITY recognizes that the COUNTY can request reimbursement for the depreciated value of certain capital facilities expenditures made in the five-year period preceding the effective date of an annexation based on a negotiated repayment schedule. At the effective date of this AGREEMENT, the CITY and the COUNTY understand that there are no capital facilities that the COUNTY would seek reimbursement for, although projects may be added in the future. However, the CITY and COUNTY agree to use their best efforts to pursue cost sharing where feasible, when planning for new local and regional capital construction projects. Nothing in this paragraph shall be construed as imposing a duty to share costs or reimburse capital expenditures.

6 2 Consultation on capital expenditures for active and future projects The COUNTY will consult with the CITY in planning for new local and regional capital construction projects within the Monroe UGA. The COUNTY and CITY agree to begin consultation regarding existing active COUNTY projects within sixty (60) days of approval of this AGREEMENT. At the time of this consultation, or at the project planning stage, the parties will discuss the need for shared responsibilities in implementing capital projects, including the potential for

indebtedness by bonding or loans. The CITY and COUNTY will pursue cooperative financing for capital facilities where appropriate. Interlocal agreements addressing shared responsibilities for capital projects within the UGA will be negotiated, where appropriate.

- 6.3 Continued planning, design, funding, construction, and services for active and future capital projects Separate interlocal agreement(s) for specific projects will address shared responsibilities for local capital projects and local share of regional capital facilities within the Monroe UGA and continued COUNTY services relating to the planning, design, funding, property acquisition, construction, and engineering for local capital projects within an annexation area. An annexation addendum under Section 13 of this AGREEMENT will document appropriate interlocal agreements relating to planning, design, funding, property acquisition, construction, and other architectural or engineering services for active and future capital projects within an annexation area.
- 6.4 Capital facilities finance agreements The CITY and COUNTY will discuss project-specific interlocal agreements for major new local capital facility projects and local share of regional capital facilities within the Monroe UGA. Depending on which jurisdiction has collected revenues, these agreements may include transfers of future revenues from the CITY to the COUNTY, or from the COUNTY to the CITY, proportionate share reimbursements from the CITY to the COUNTY, or from the COUNTY to the CITY, and/or CITY assumption of COUNTY debt service responsibility, or COUNTY assumption of CITY debt service responsibility for loans or other financing mechanisms for new local capital projects and existing local capital projects with outstanding public indebtedness within the annexation area at the time of annexation. Both parties agree in principle that there should not be any reimbursement for projects that have already been paid for by the citizens of the annexing area (e.g., through special taxes or assessments, traffic mitigation, or other attributable funding sources).
- 6.5 Continuation of latecomers cost recovery programs and other capital facility financing mechanisms After annexation, the CITY agrees to continue administering any non-protest agreements, latecomer's assessment reimbursement programs established pursuant to Chapter 35.72 RCW, or other types of agreements or programs relating to future participation or cost-share reimbursement, in accordance with the terms of any agreement recorded with the Snohomish County Auditor relating to property within the Monroe UGA. In addition to the recorded documents, the COUNTY will provide available files, maps, and other relevant information necessary to effectively administer these agreements or programs. If a fee is collected for administration of any of the programs or agreements contained in this Section, the COUNTY agrees to transfer a proportionate share of the administration fee collected to the CITY.

commensurate with the amount of work left to be completed on the agreement  
The proportionate share will be based on the COUNTY's fee schedule

## **7. ESSENTIAL PUBLIC FACILITIES**

Purpose To ensure adoption of a common siting process for essential public facilities

Essential Public Facilities Siting Process The CITY and COUNTY acknowledge and agree to the terms contained in the "Interlocal Agreement to Implement Common Siting Process for Essential Public Facilities," already signed by the COUNTY and the CITY, or as hereafter amended.

## **8. ROADS AND TRANSPORTATION**

Purpose To ensure an orderly transfer of ownership and maintenance of existing road and transportation facilities and the future planning, construction and maintenance of transportation facilities including circulation plans, arterial network plans and transit-oriented development

- 8.1 Annexation of road rights-of-way The CITY agrees to assume full legal control and maintenance responsibility for public road rights-of-way and associated drainage facilities within the annexed area upon the effective date of annexation, unless otherwise mutually agreed in writing.
- 8.2 Road maintenance responsibility Where possible the CITY agrees to annex continuous segments of road to facilitate economical division of maintenance responsibility and avoid discontinuous patterns of alternating CITY and COUNTY road/street ownership. Where annexation of segments of road are unavoidable, the CITY and COUNTY agree to consider a governmental service agreement providing for maintenance of the entire road/street segment by the jurisdiction best able to provide maintenance services on an efficient and economical basis.
- 8.3 Taxes, fees, rates, charges and other monetary adjustments In reviewing annexation proposals, the CITY and COUNTY must consider the effect on the finances, debt structure and contractual obligations and rights of all affected governmental units. Tax and revenue transfers are generally provided by state statute.
- 8.4 Applicability to Developments
- 8.4.1 Applicability to COUNTY Developments Subsections 8.5, 8.7, and 8.8 of this AGREEMENT are applicable to all development proposals which are located within the "County/Monroe Master Annexation ILA Traffic Influence Area" as adopted in Exhibit C of this AGREEMENT and which generate transportation

impacts on CITY streets, are not exempt from the requirements of SEPA, and have submitted a complete application as determined by the COUNTY on or after the effective date of this AGREEMENT. For the purpose of this AGREEMENT, developments meeting these conditions will be referred to hereinafter as COUNTY DEVELOPMENTS

8.4.2 Applicability to CITY Developments Subsections 8.5, 8.7, and 8.9 of this agreement are applicable to all development proposals located in the CITY which generate transportation impacts on County roads located within the "County/Monroe Master Annexation ILA Traffic Influence Area" as adopted in Exhibit C of this AGREEMENT, are not exempt from the requirements of SEPA, and have submitted a complete application as determined by Monroe's Community Development Department on or after the effective date of this AGREEMENT. For the purpose of this AGREEMENT, developments meeting these conditions will be referred to hereinafter as CITY DEVELOPMENTS

8.5 Reciprocal impact mitigation The CITY and COUNTY agree to mutually enforce each other's traffic mitigation ordinances and policies to the extent permitted by law to address multi-jurisdictional impacts under the terms and conditions as provided for in Subsections 8.7, 8.8 and 8.9 of this AGREEMENT. This may include the dedication of rights-of-way to the CITY from properties developing in the COUNTY when those properties are adjacent to rights-of-way annexed to the CITY

8.5.1 Transfer of uncommitted proportionate share mitigation payments The COUNTY collects proportionate share mitigation payments (e.g., GMA impact fees and road-related capacity payments collected pursuant to the State Environmental Policy Act) as a condition to the issuance of land development permits pursuant to Chapter 30.66B SCC for roads listed in the impact fee cost basis. Where the annexation area includes system improvement(s) for which mitigation payments have been collected and which remain programmed for improvement(s), the COUNTY and CITY will negotiate a transfer of all or a portion of such payments based upon such factors as the legal requirements for expending the payments, the ability of the CITY to expend any transferred payments on the annexed system improvements, and whether or not developments that made such payments are located in the annexed area. In any negotiation involving mitigation fees imposed by the COUNTY without input from the CITY pursuant to this AGREEMENT, the CITY shall always have the right to refuse to accept any mitigation fees offered by the COUNTY and the COUNTY shall assume full responsibility for the disbursement of such fees, provided that if the CITY refuses any mitigation fees, it shall authorize the COUNTY to complete the project funded by the mitigation fees within the CITY, to the extent permitted by applicable law.

8.6 Joint transportation planning

**8 6 1 Circulation planning and implementation** It is necessary to implement reciprocal traffic policies in order to provide safe and convenient access and circulation for the occupants and users of the new developments and to mitigate impacts of new developments on access and network circulation. Criteria related to access and circulation issues may be included in the set of common design and development standards to be developed under a multi-jurisdictional process. Where appropriate, circulation planning and implementation of development standards and policies will include pedestrian and other non-motorized transportation facilities.

**8 6 2 Management services** The CITY and COUNTY agree to evaluate whether an interlocal agreement addressing maintenance of streets, traffic signals or other transportation facilities will be appropriate. Any COUNTY maintenance within an annexation area after the effective date of the annexation will be by separate service agreement negotiated between the CITY and COUNTY.

**8 7 Interjurisdictional traffic impacts** Pursuant to Subsection 8 5, this Section addresses the procedures for identification, documentation and mitigation of interjurisdictional traffic impacts.

**8 7 1 CITY transportation mitigation policies** The CITY has taken numerous actions to address mitigation of environmental and other impacts generated by development proposals. The regulations, plans, codes, and mitigation policies designated in Subsection 8 7 3 below shall be collectively referred to as the CITY's transportation mitigation policies.

**8 7 2 COUNTY transportation mitigation policies** The COUNTY has also taken numerous actions to address mitigation of environmental and transportation impacts generated by development proposals. The regulations, plans, codes, and mitigation policies designated in Subsection 8 7 4 below shall be collectively referred to as the COUNTY's transportation mitigation policies.

**8 7 3 COUNTY review and mitigation authority** Pursuant to SCC 30 61 230(9) and Subsection 8 5 of this AGREEMENT, the COUNTY recognizes the following designated mitigation policies of the CITY as a basis for the COUNTY's exercise of interjurisdictional mitigation authority pursuant to state and local law:

- A Title 13 Public Utilities and Services, Title 19 Planning and Zoning and Title 20 Environment of the Monroe Municipal Code, as now existing or hereafter amended, the Monroe Public Works Standards, as now existing or hereafter amended, and the Monroe GMA Comprehensive Plan, including but not limited to the Land Use Element, the Capital Facilities Element, the Transportation Element, and the Transportation Improvement Program, as

now existing or hereafter amended

B CITY codes, chapters, resolutions, plans, and reports incorporated by reference in the titles, chapters, documents, and plans cited above

C CITY policies related to mitigation of traffic impacts

8 7 4 CITY review and mitigation authority Pursuant to Subsection 8 5 of this AGREEMENT, the CITY recognizes the following mitigation policies of the COUNTY as a basis for the CITY's exercise of interjurisdictional mitigation authority under state and local law

A Subtitle 30.6 SCC, including but not limited to Chapter 30 66B SCC and the adopted SEPA policies identified in SCC 30 61 230, as now existing or hereafter amended, and the Snohomish County GMA Comprehensive Plan, including but not limited to the General Policy Plan, Capital Facilities Element, and the Transportation Element, as now existing or hereafter amended

B COUNTY codes, chapters, administrative rules, resolutions, plans or reports related to mitigation of traffic impacts, including, but not limited to

- 1 Snohomish County's Engineering Design and Development Standards (EDDS) adopted under SCC Chapter 13 05, as now existing or hereafter amended
- 2 The Snohomish County Transportation Needs Report, as now existing or hereafter modified; and
- 3 Snohomish County administrative rules adopted pursuant to Chapter 30 82 SCC (Rulemaking)

8 7 5 Specific traffic study and mitigation requirements, consistent with the policies referenced in Subsections 8 7 3 and 8 7 4, will be summarized in implementation forms for applicants These forms will be administratively developed and maintained by both the CITY and the COUNTY and made available to the public on the CITY and the COUNTY'S web sites

8 8 Mitigation for Impacts of COUNTY DEVELOPMENT on the CITY

8 8 1 Traffic study requirement for COUNTY DEVELOPMENT Pursuant to SCC 30 66B 035(7), the COUNTY, through this AGREEMENT, shall require a traffic study for any COUNTY development that may have impacts on the CITY's transportation system requiring mitigation in accordance with this AGREEMENT Any such COUNTY development shall submit the requested traffic study to the COUNTY as part of its initial development application in accordance with Chapter 30 66B SCC

- 8 8 2 Criteria for preparation of the traffic study The CITY shall provide the criteria for preparation of the traffic study
- 8 8 3 Traffic study requirement may be waived The COUNTY may waive the requirement for all or part of the traffic study if the CITY indicates in writing that all information necessary to assess the impact of the development is available
- 8 8 4 Requirement of COUNTY to inform applicants The Snohomish County Department of Public Works shall inform applicants, at the time of the pre-submittal conference, of the CITY's requirement for traffic studies and mitigation
- 8 8 5 Supplemental information Following review of the traffic study, the CITY may request supplemental information and analysis as necessary to determine the impacts of the development in accordance with this AGREEMENT The COUNTY shall require the proposed development to submit the supplemental information and analysis to the extent that the COUNTY determines that it is necessary to determine the impacts of the development in accordance with this AGREEMENT
- 8 8 6 COUNTY to provide notice The COUNTY shall give the CITY notice and afford the CITY a timely opportunity for review, comment, staff consultation as provided by the Snohomish County Code related to the impacts that COUNTY DEVELOPMENT may have on the CITY's transportation system under the CITY's designated mitigation policies For all COUNTY DEVELOPMENTS, the COUNTY shall provide a notice of application to the CITY in accordance with the requirements of Subtitle 30 7 SCC In addition, notice to the CITY shall be provided in a form and manner pursuant to the State Environmental Policy Act (SEPA), Chapter 43 21C RCW, for agencies with jurisdiction
- 8 8 7 COUNTY development impact on CITY If it is determined by the CITY that a COUNTY DEVELOPMENT will impact the CITY's transportation system, the CITY shall notify the COUNTY of specific measures reasonably necessary to mitigate said impacts in accordance with the CITY's designated mitigation policies For each mitigation measure requested the CITY shall identify the specific impacts and reference the relevant CITY mitigation policy Notification of the specific mitigating measures shall be provided by the CITY within twenty-one (21) days of the date of notice of application, except where notice is for review of an environmental impact statement, in which case review period shall be as established in accordance with WAC 197-11-502 as now existing or hereafter amended
- 8 8 8 Notification to COUNTY If the COUNTY does not receive timely notification of the CITY's requested mitigating measures, Snohomish County Department of Public Works may assume that the CITY has no comments or information relating to potential impacts of the development on CITY facilities and may or

may not, at its election, require mitigation from the development for impacts on CITY facilities. The provisions of this Section do not apply if the COUNTY fails to provide the CITY with notice of the development consistent with Subsection 8.8.6.

8.8.9 CITY recommendation on COUNTY DEVELOPMENT The CITY shall make recommendations to the COUNTY regarding application of its designated mitigation policies to COUNTY DEVELOPMENT that impacts the CITY's transportation system in a manner consistent with the CITY's application of mitigation policies to CITY DEVELOPMENT that impacts CITY transportation systems.

8.8.10 COUNTY imposed mitigating measures Consistent with SCC 30.66B.720(3), COUNTY staff shall recommend imposing the mitigating measures requested by the CITY in accordance with this AGREEMENT as a condition of the COUNTY's development approval, to the extent that such requirements are reasonably related to the impact of the development and consistent with the terms of this AGREEMENT and applicable law. The approving authority for the COUNTY will impose such mitigating measures as a condition of approval of the development in conformance with the terms of this AGREEMENT unless such action would not comply with existing laws or statutes. If the COUNTY determines that it is likely to recommend not imposing the mitigating measures requested by the CITY, the COUNTY will notify the CITY as soon as possible, and work with the CITY to mutually resolve any differences prior to development approval.

8.8.11 CITY responsibility The CITY shall be responsible for individualized analysis, documentation, hearing testimony, and legal review, including the private property protection process of RCW 36.70A.370, of any recommendation made by the CITY for imposition of mitigation measures on COUNTY DEVELOPMENT. The CITY shall provide all supporting documentation to the COUNTY for inclusion in the record for the COUNTY DEVELOPMENT. The CITY shall be responsible for all accounting, administration, and other actions required for compliance with Chapter 82.02 RCW related to mitigation by COUNTY DEVELOPMENT for impacts in the CITY.

8.8.12 CITY information provided to the COUNTY The CITY will provide the COUNTY with information on development mitigation through regular reports to the COUNTY. By March 31 of each year, the CITY will provide an annual report to the COUNTY to summarize development mitigation that has occurred through this AGREEMENT.

8.9 Mitigation for Impacts of CITY DEVELOPMENT on the COUNTY

8.9.1 Traffic study requirement for CITY DEVELOPMENT The CITY, through this

AGREEMENT, shall require a traffic study from any CITY DEVELOPMENT that may have impacts on the COUNTY's transportation system requiring mitigation in accordance with this AGREEMENT. Any such CITY DEVELOPMENT shall submit the requested traffic study to the CITY as part of its initial development application.

- 8 9 2 Criteria for preparation of traffic study The COUNTY shall provide the criteria for preparation of the traffic study.
- 8 9 3 Traffic study requirement may be waived The CITY may waive the requirement for all or part of the traffic study if the COUNTY indicates that all information necessary to assess the impact of the development is available.
- 8 9 4 Requirement of CITY to inform applicants The CITY shall inform applicants, at the time of the pre-submittal conference, of the COUNTY's requirement for traffic studies and mitigation.
- 8 9 5 Supplemental information Following review of the traffic study, the COUNTY may request supplemental information and analysis as necessary to determine the impacts of the development in accordance with this AGREEMENT. The CITY shall require the proposed development to submit the supplemental information and analysis to the extent that the CITY determines that it is necessary to determine the impacts of the development in accordance with this AGREEMENT.
- 8 9 6 CITY to provide notice The CITY shall give the COUNTY notice and afford the COUNTY a timely opportunity for review, comment, and staff consultation regarding the impacts that CITY DEVELOPMENT may have on the COUNTY's transportation system under the COUNTY's designated mitigation policies. For all CITY DEVELOPMENTS, the CITY shall provide a notice of application to the COUNTY in accordance with the requirements of MMC Chapter 21.40. In addition, notice to the COUNTY shall be provided in a form and manner pursuant to the State Environmental Policy Act (SEPA), Chapter 43.21C RCW, for agencies with jurisdiction.
- 8 9 7 CITY DEVELOPMENT impact on COUNTY If it is determined by the COUNTY that a CITY DEVELOPMENT will impact the COUNTY's transportation system, the COUNTY shall notify the CITY of specific measures reasonably necessary to mitigate said impacts in accordance with the COUNTY's designated mitigation policies. For each mitigation measure requested the COUNTY shall identify the specific impacts and reference the relevant COUNTY mitigation policy. Notification of the specific mitigating measures shall be provided by the COUNTY within twenty-one (21) days of the date of notice of application, except where notice is for review of an environmental impact statement, in which case the review period shall be as established in accordance with WAC 197.11.502.

as now existing or hereafter amended

- 8 9 8 Notification to CITY If the CITY does not receive timely notification of the COUNTY's requested mitigating measures the CITY may assume that the COUNTY has no comments or information relating to potential impacts of the development on COUNTY facilities and may or may not, at its election, require mitigation from the development for impacts on COUNTY facilities. The provisions of this Section do not apply if the CITY fails to provide the COUNTY with notice of the development consistent with Subsection 8 9 6
- 8 9 9 COUNTY recommendation on COUNTY DEVELOPMENT The COUNTY shall make recommendations to the CITY regarding application of its designated mitigation policies to CITY DEVELOPMENT that impacts the COUNTY's transportation system in a manner consistent with the COUNTY's application of mitigation policies to COUNTY DEVELOPMENT that impacts the COUNTY's transportation system
- 8 9 10 CITY imposed mitigating measures Consistent with CITY code, CITY staff shall recommend imposing the mitigating measures requested by the COUNTY in accordance with this AGREEMENT as a condition of the CITY's development approval to the extent that such requirements are reasonably related to the impact of the development and consistent with the terms of this AGREEMENT and applicable law. The approving authority for the CITY will impose such mitigating measures as a condition of approval of the development in conformance with the terms of this AGREEMENT unless such action would not comply with existing laws or statutes. If the CITY determines that it is likely to recommend not imposing the mitigating measures requested by the COUNTY, the CITY will notify the COUNTY as soon as possible, and work with the COUNTY to mutually resolve any differences prior to development approval
- 8 9 11 COUNTY responsibility The COUNTY shall be responsible for individualized analysis, documentation, hearing testimony, and legal review, including the private property protection process of RCW 36 70A 370, of any recommendation made by the COUNTY for imposition of mitigation measures on CITY DEVELOPMENT. The COUNTY shall provide all supporting documentation to the CITY for inclusion in the record for the CITY DEVELOPMENT. The COUNTY shall be responsible for all accounting, administration, and other actions required for compliance with Chapter 82 02 RCW related to mitigation by CITY DEVELOPMENTS for impacts in the COUNTY.
- 8 9 12 COUNTY information provided to CITY The COUNTY will provide the CITY with information on development mitigation through regular reports to the CITY. By March 31 of each year, the COUNTY will provide an annual report to the CITY to summarize development mitigation that has occurred through this AGREEMENT

## 9. SURFACE WATER MANAGEMENT

Purpose To ensure a smooth transfer of ownership and maintenance of existing surface water facilities and to cooperate on future planning, construction and maintenance of surface water facilities

- 9.1 Legal control and maintenance responsibilities. If the annexed area includes surface water drainage improvements or facilities the COUNTY currently owns or maintains, the CITY and COUNTY agree to negotiate the disposition of legal control and maintenance responsibilities by the end of the year in which the annexation becomes effective. The COUNTY agrees to provide a list of regional facilities prior to the start of negotiations. Residential detention facilities over which the COUNTY holds maintenance easements will be transferred to the CITY. If the COUNTY's current Annual Construction Program or Surface Water Management Division budget includes major surface water projects in the area to be annexed, the CITY and COUNTY will determine how funding, construction, programmatic and/or subsequent operational responsibilities, and legal control and responsibilities will be assigned for these improvements, and the timing thereof, under the provisions of RCW 36 89 050, RCW 36 89 120 and all other applicable authorities.
- 9.2 Taxes, fees, rates, charges and other monetary adjustments. The CITY recognizes that service charges are collected by the COUNTY for unincorporated areas within designated Watershed Management Areas and/or the Clean Water District. Watershed management service charges are collected at the beginning of each year through real property tax statements. Upon the effective date of the annexation, the CITY hereby agrees that the COUNTY may continue to collect and, pursuant to Chapter 25 20 SCC and to the extent permitted by law, to apply the service charges collected during the calendar year in which the annexation occurs to the provision of watershed management services designated in that year's budget. These services will be provided through the year in which the annexation becomes effective and will be of the same general level and quality as those provided to other property owners subject to service charges in the COUNTY.
- 9.3 Drainage Needs Report Cost Recovery. The CITY recognizes that drainage engineering studies and inventory have benefited the annexation area. The CITY recognizes that the COUNTY has incurred bonded debt to fund the engineering studies and/or facilities listed in the Drainage Needs Report. The CITY and COUNTY agree to enter into an agreement within one year of the annexation to determine the annexation area's fair share of any applicable bonded debt and to develop and implement a repayment plan for that share of bond debt.

9.4 Government service agreements The COUNTY and CITY intend to work toward one or more interlocal agreements for joint watershed management planning, capital construction, infrastructure management, habitat/river management, water quality management, outreach and volunteerism, and other related services

## 10. **PARK, OPEN SPACE AND RECREATIONAL FACILITIES**

Purpose To ensure an orderly transfer of ownership and maintenance of existing park, open space and recreational facilities in accordance with parks and recreation policies and future planning, construction and maintenance of park facilities

10.1 Local or community parks If an annexed area includes parks, open space or recreational facilities that are listed as a local or community park, the CITY agrees to assume maintenance, operation and ownership responsibilities for the facility upon the effective date of the annexation. The only exception is if prior to the annexation, the COUNTY declares its intention to retain ownership of the park

10.2 Criteria for COUNTY to retain ownership The COUNTY, in consultation with the CITY, will make the decision on whether to retain ownership based on the following criteria and consistent with the Snohomish County Comprehensive Parks and Recreation Plan:

- The park has a special historic, environmental or cultural value to the citizens of Snohomish County, as determined by the Snohomish County Department of Parks and Recreation,
- There are efficiencies with the COUNTY's operation and/or maintenance of the park property,
- The COUNTY has made a substantial capital investment in the park property, including the purchase of the property, the development of the park, and/or the construction of facilities,
- There are specialized stewardship or maintenance issues associated with the park that the COUNTY is best equipped to address,
- The property generates revenue that is part of the larger COUNTY park operation budget, and/or
- The facility serves as a regional park or is part of the COUNTY'S trail system and would be better included in the COUNTY's regional network

10.3 Joint planning for parks, recreation and open space The CITY and COUNTY may, upon the effective date of this AGREEMENT, establish an interlocal agreement for parks, open space and recreational facilities. In the event such an interlocal agreement is established, it shall be based upon the CITY and COUNTY's efforts to provide parks, recreational and open space within the UGA

and surrounding area. This agreement shall establish the nature and type of facilities the jurisdictions have planned or anticipate for the area, identify ways to jointly provide these services and identify transition of ownership and maintenance responsibilities as annexations occur. This effort will result in a mutual ongoing planning effort, joint capital improvement plans and reciprocal impact mitigation.

## 11. POLICE SERVICES

Purpose To ensure a smooth transition of police services from the COUNTY to the CITY upon annexation.

As necessary, the CITY and COUNTY agree to discuss the needs for amending the existing contract for police services to accommodate any needed transfer of police services within an annexed area and the unincorporated UGA. Agreements between the CITY and COUNTY will be made consistent with RCW 41.14.250 through 41.14.280 and RCW 35.13.360 through 35.13.400. Upon request of the CITY, the COUNTY Sheriff's Department will provide detailed service and cost information for the area to be annexed.

## 12. FIRE MARSHAL SERVICES

Purpose To ensure a smooth transition of fire marshal services from the COUNTY to the CITY upon annexation.

12.1 COUNTY to complete certain annual fire inspections The COUNTY agrees to process and complete only those fire inspections in an annexed area that were scheduled before the effective date of annexation and occur within four months following the effective date of the annexation. All other inspections will be conducted by the CITY.

12.2 COUNTY to complete certain fire code enforcement cases The COUNTY will complete any pending fire code enforcement cases within the annexation area until final disposition of the case. After final disposition, any further action or enforcement will be at the discretion of the CITY.

## LEGALLY REQUIRED LANGUAGE

### 13. ADDENDA AND AMENDMENTS

13.1 Addenda related to annexation More detailed sub-interlocal agreements may be prepared for specific issues related to parks, roads, surface water or other issues as necessary. Addendum to this AGREEMENT may also be prepared for each annexation, if necessary, to address parks, transportation, surface water.

management, capital facilities, or other issues specific to the annexation. The CITY and COUNTY will negotiate the addendum prior to or during the forty-five (45) day review period following the date the Boundary Review Board accepts the CITY's Notice of Intention for the annexation.

**13.2 Amendments** The CITY and COUNTY recognize that amendments to this AGREEMENT may be necessary to clarify particular sections or to update and expand the AGREEMENT. Either party may pursue an amendment, as necessary.

**13.3 Process for adding or amending this AGREEMENT** An addendum or amendment must be mutually agreed upon by the parties and executed in writing before becoming effective. Any addendum or amendment to the AGREEMENT will be executed in the same manner as provided by law for the execution of the AGREEMENT.

**13.4 Additional agreements** Nothing in this agreement limits parties entering into interlocal agreements on additional issues not covered by, or in lieu of, the terms of this agreement.

#### **14. THIRD PARTY BENEFICIARIES**

There are no third party beneficiaries to this AGREEMENT, and this AGREEMENT shall not be interpreted to create such rights.

#### **15. DISPUTE RESOLUTION**

The CITY and COUNTY mutually agree to use a formal dispute resolution process such as mediation, through an agreed upon mediator and process, if agreement cannot be reached regarding interpretation or implementation of any provision of this AGREEMENT. All costs for mediation services would be divided equally between the CITY and COUNTY. Each jurisdiction would be responsible for the costs of their own legal representation. The CITY and COUNTY agree to mediate any disputes regarding the annexation process or responsibilities of the parties prior to any Boundary Review Board hearing on a proposed annexation, if possible. The parties shall use the mediation process in good faith to attempt to come to agreement early in the annexation process and prior to any hearings that may be required before the Boundary Review Board.

#### **16. HONORING EXISTING AGREEMENTS, STANDARDS AND STUDIES**

Unless otherwise specified in this AGREEMENT and Exhibits A through C, hereby incorporated by reference, the CITY and COUNTY mutually agree to honor all existing mitigation agreements, interlocal agreements and appropriate interjurisdictional studies.

and agreed upon standards which affect an annexation area and to which the CITY or COUNTY is a party

**17. RELATIONSHIP TO EXISTING LAWS AND STATUTES**

This AGREEMENT in no way modifies or supersedes existing state laws and statutes. In meeting the commitments encompassed in this AGREEMENT, all parties will comply with the requirements of the Open Meetings Act, Public Records Act, Growth Management Act, State Environmental Policy Act, Annexation Statutes, and other applicable state or local laws. The COUNTY and CITY retain the ultimate authority for land use and development decisions within their respective jurisdictions as provided herein. By executing this AGREEMENT, the COUNTY and CITY do not purport to abrogate the decision-making responsibility vested in them by law.

**18. EFFECTIVE DATE, DURATION AND TERMINATION**

18.1 This AGREEMENT shall become effective following the approval of the AGREEMENT by the official action of the governing bodies of each of the parties hereto and the signing of the AGREEMENT by the duly authorized representative of each of the parties hereto.

18.2 This AGREEMENT shall be in full force and effect until the end of the calendar year 2022. If the parties desire to continue the terms of the existing AGREEMENT after the AGREEMENT is set to expire, the parties may either negotiate a new agreement or extend this AGREEMENT through the amendment process.

18.3 Termination. Either party may terminate its obligations under this AGREEMENT upon 90 days advance written notice to the other party and subject to the following condition. Following a termination, the COUNTY and CITY are mutually responsible for fulfilling any outstanding obligations under this AGREEMENT incurred prior to the effective date of the amendment or termination.

**19. INDEMNIFICATION AND LIABILITY**

19.1 The CITY shall protect, save harmless, indemnify and defend, at its own expense, the COUNTY, its elected and appointed officials, officers, employees and agents, from any loss or claim for damages of any nature whatsoever arising out of the CITY's performance of this AGREEMENT, including claims by the CITY's employees or third parties, except for those damages caused solely by the negligence or willful misconduct of the COUNTY, its elected and appointed officials, officers, employees, or agents.

19.2. The COUNTY shall protect, save harmless, indemnify, and defend at its own expense, the CITY, its elected and appointed officials, officers, employees and agents from any loss or claim for damages of any nature whatsoever arising out of the COUNTY's performance of this AGREEMENT, including claims by the COUNTY's employees or third parties, except for those damages caused solely by the negligence or willful misconduct of the CITY, its elected and appointed officials, officers, employees, or agents

19.3. In the event of liability for damages of any nature whatsoever arising out of the performance of this AGREEMENT by the CITY and the COUNTY, including claims by the CITY's or the COUNTY's own officers, officials, employees, agents, volunteers, or third parties, caused by or resulting from the concurrent negligence of the COUNTY and the CITY, their officers, officials, employees and volunteers, each party's liability hereunder shall be only to the extent of that party's negligence

19.4. No liability shall be attached to the CITY or the COUNTY by reason of entering into this AGREEMENT except as expressly provided herein. The CITY shall hold the COUNTY harmless and defend at its expense any legal challenges to the CITY's requested mitigation and/or failure by the CITY to comply with chapter 82.02 RCW. The COUNTY shall hold the CITY harmless and defend at its expense any legal challenges to the COUNTY's requested mitigation and/or failure by the COUNTY to comply with Chapter 82.02 RCW.

## 20. SEVERABILITY

If any provision of this agreement or its application to any person or circumstance is held invalid, the remainder of the provisions and/or the application of the provisions to other persons or circumstances shall not be affected

## 21. EXERCISE OF RIGHTS OR REMEDIES

Failure of either party to exercise any rights or remedies under this AGREEMENT shall not be a waiver of any obligation by either party and shall not prevent either party from pursuing that right at any future time

## 22. RECORDS

Both parties shall maintain adequate records to document obligations performed under this AGREEMENT. Both parties shall have the right to review the other party's records with regard to the subject matter of this AGREEMENT, upon reasonable notice. Such rights last for six (6) years from the date of permit issuance for each specific development subject to this AGREEMENT

**23. ENTIRE AGREEMENT**

This AGREEMENT constitutes the entire AGREEMENT between the parties with respect to the framework issues for annexations. It is anticipated that the parties will enter into further interlocal agreements on specific subject areas, as indicated in the text of the AGREEMENT.

**24. GOVERNING LAW AND STIPULATION OF VENUE**

This AGREEMENT shall be governed by the laws of the State of Washington. Any action hereunder must be brought in the Superior Court of Washington for Snohomish County.

**25. CONTINGENCY**

The obligations of the CITY and COUNTY in this AGREEMENT are contingent on the availability of funds through legislative appropriation and allocation in accordance with law. In the event funding is withdrawn, reduced or limited in any way after the effective date of this contract, the CITY or COUNTY may terminate the contract under Part 18 of this AGREEMENT, subject to renegotiation under those new funding limitations and conditions.

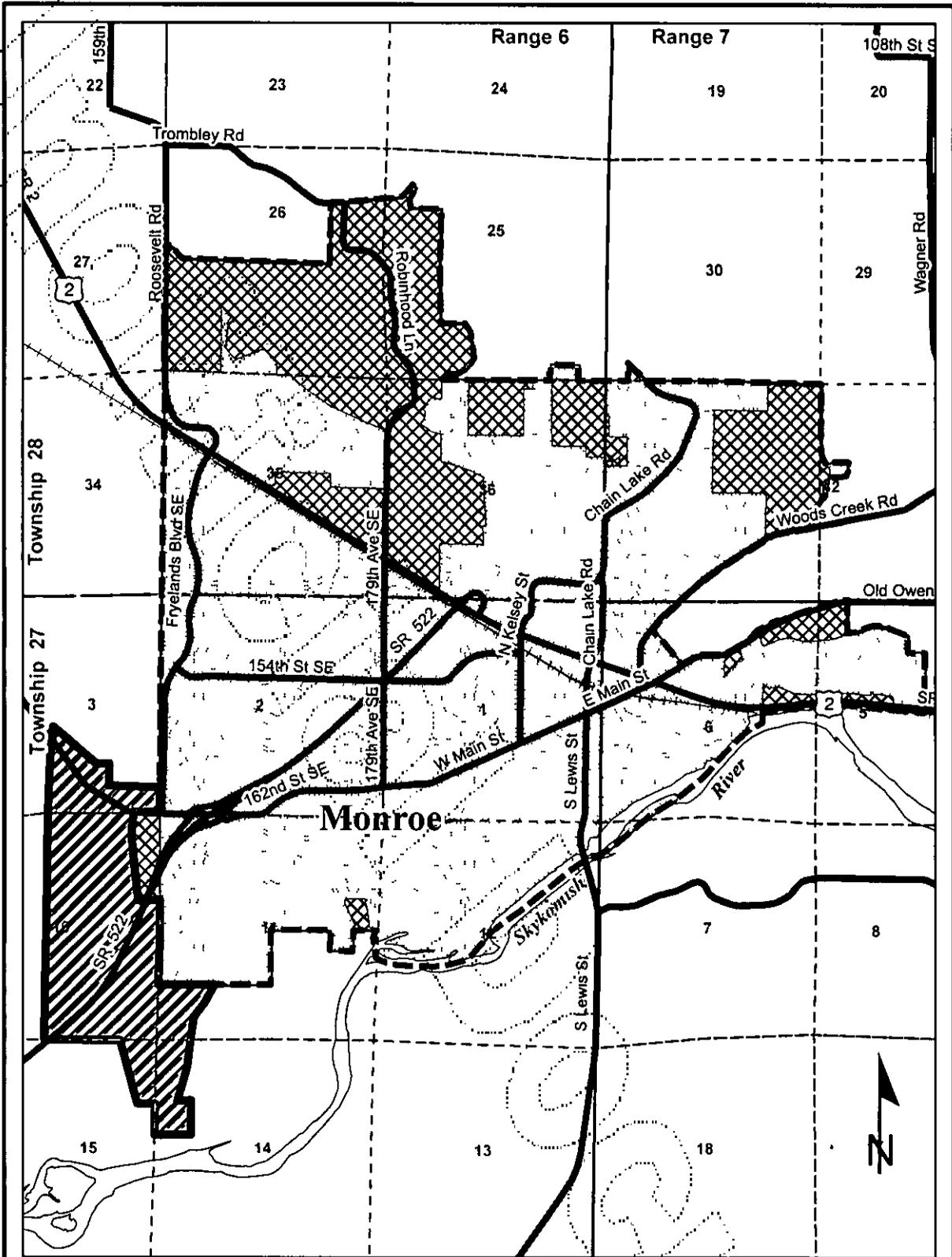
**26. ADMINISTRATORS AND CONTACTS FOR AGREEMENT**

The Administrators and contact persons for this AGREEMENT are:

Hiller West, Community Dev Director  
City of Monroe  
City Hall  
806 W Main  
Monroe, WA 98272  
(360) 863-4531

Richard Craig, Senior Planner  
Snohomish County  
Dept of Planning & Development Services  
3000 Rockefeller Avenue  
Everett, WA 98201  
(425) 388-3311





**Snohomish County**  
**Exhibit A**  
**Monroe Master Annexation Interlocal Agreement**  
**Urban Growth Area and Study Area**

**Legend**

-  Unincorporated Urban Growth Area
-  Monroe Study Area
-  Urban Growth Area Boundary
-  Incorporated City
-  Township-Range Grid
-  Section Grid

City Boundary Source: Snohomish County Assessor

Snohomish County disclaims any warranty of merchantability or warranty of fitness of this map for any particular purpose, either expressed or implied. No representation or warranty made concerning the accuracy, currency, completeness, or quality of data depicted on this map. Any user of this map assumes all responsibility for use thereof, and further agrees to hold Snohomish County harmless from and against any damage, loss or liability arising from any use of this map.

Produced by Snohomish County Department of Planning and Development Services, Cartography/GIS

Map Document (W:\planning\carto\city\annx\Projects\_2007\Monroe UGA\_auditor.mxd) 8/28/2007

0      2,000      4,000      6,000      8,000  
 Feet

## **EXHIBIT B – COUNTY LEGISLATIVE MEASURES AND CONTRACTUAL AGREEMENTS**

*Snohomish County Land Use and Development Codes that need to be adopted by the City All codes are "as amended"*

- A SCC Title 13, entitled ROADS AND BRIDGES, Chapters 13.01, 13.02, 13.05, and 13.10 through 13.70, 13.95, 13.110 and 13.130
- B SCC Chapter 30.53A, entitled UNIFORM FIRE CODE,
- C SCC Chapter 30.52A, entitled UNIFORM BUILDING CODE,
- D SCC SUBTITLE 30.2, entitled ZONING AND DEVELOPMENT STANDARDS
- E SCC Chapter 30.41A, entitled SUBDIVISIONS
- F SCC Chapter 30.41D, entitled BINDING SITE PLANS
- G SCC Chapter 30.41B, entitled SHORT SUBDIVISIONS
- H SCC Chapter 30.44, entitled SHORELINE MANAGEMENT
- I SCC SUBTITLE 30.6, entitled ENVIRONMENTAL STANDARDS AND MITIGATION
- J SCC Title 25, entitled STORM AND SURFACE WATER MANAGEMENT
- K SCC Chapter 30.66A, entitled PARK AND RECREATION FACILITY IMPACT MITIGATION
- L SCC Chapter 30.66B, entitled CONCURRENCY AND ROAD IMPACT MITIGATION
- M SCC Chapter 30.66C, entitled SCHOOL IMPACT MITIGATION
- N Ordinance 93-036, entitled SHORELINE MASTER PROGRAM
- O SCC Chapter 30.42B, entitled PLANNED RESIDENTIAL DEVELOPMENTS

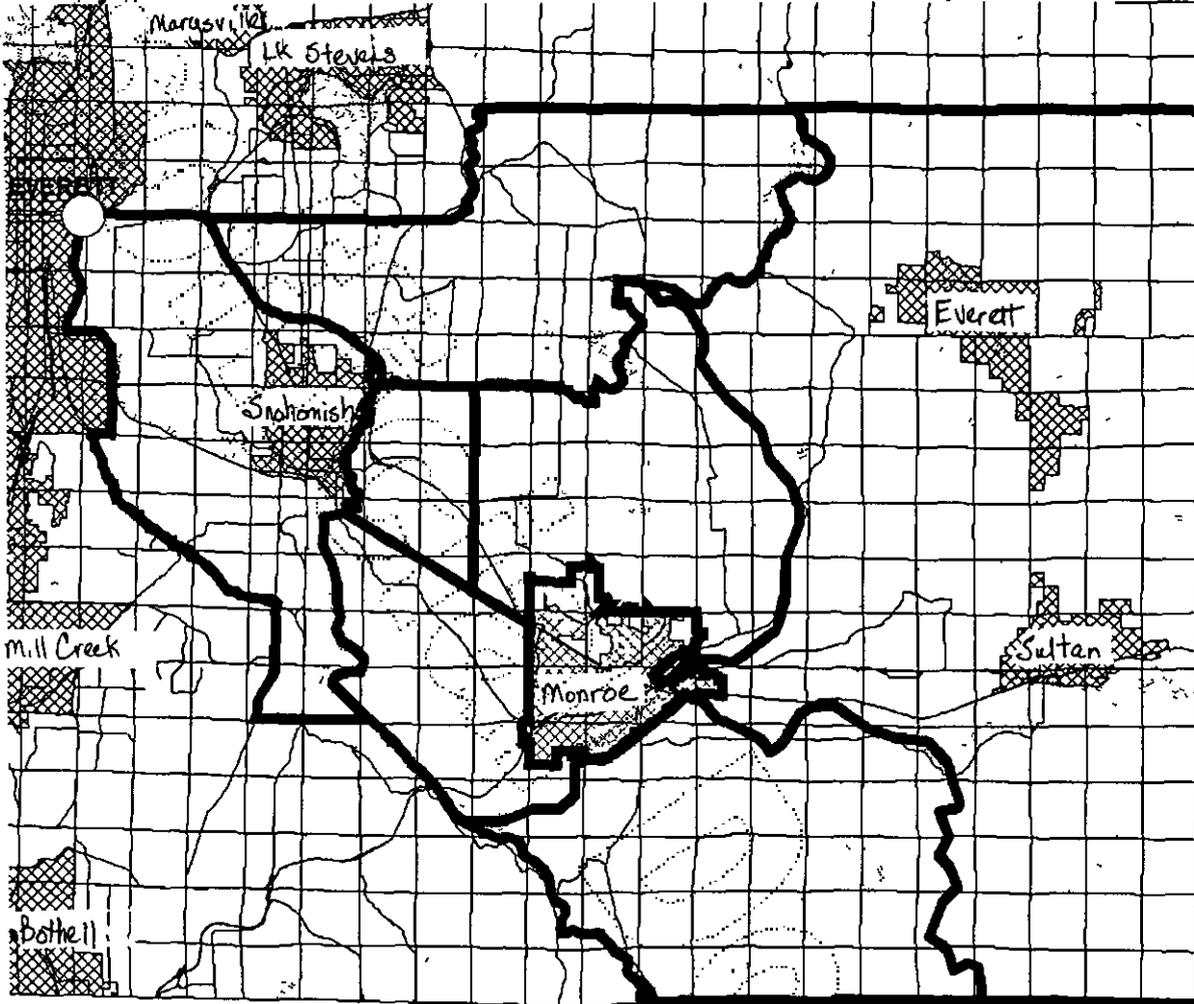
All applicable state building and construction codes as adopted and amended by Snohomish County, including, but not limited to

- a) 1997 Uniform Building Code
- b) 1997 Uniform Plumbing Code
- c) 1997 Uniform Mechanical Code
- d) Washington State Energy Code adopted April 1, 1990

### Other Contractual Agreements

Interlocal Agreement between Snohomish County and the Washington State Department of Transportation Relating to Policies and Procedures for Interjurisdictional Review of Land Development Impacts Related to Transportation and for Reciprocal Impact Mitigation for Interjurisdictional Transportation System Impacts, July 1997, as amended

**Exhibit C  
County/Monroe Master Annexation ILA Traffic Influence Area (And Subareas)**



**Definition of Outer Boundary of Traffic Influence Area**

From the starting point of the NE corner of S29 T29 R5 (shown as white-filled circle on map) go east on the section line (and the extension of that line to the east) to the Pilchuck River North on the Pilchuck River to the north boundary of S16 T29 R6 and east on that line to the Chelan County Line South on the Chelan County Line (not shown on map above) to the King County Line West on the King County Line to the Snoqualmie River North on the Snoqualmie River to the Snohomish River North on the Snohomish River to the north boundary of S8 T27 R6 West on that line (or an extension of that line) to SR 9 North on SR 9 to Lowell-Larimer Road North and west on Lowell Larimer Road to the Everett City Limits North on the Everett City limits to the northern boundary of S29 T29 R5. East on that line to the starting point

**Description of Subareas** will be contained in administrative documents referenced in the Agreement Section 8 7 5

**RESOLUTION NO. 2009/012**A RESOLUTION OF THE CITY OF MONROE, WASHINGTON,  
ADOPTING A SIX-YEAR ANNEXATION PLAN

WHEREAS, the Monroe City Council adopted Ordinance No. 038/2005 establishing the 2005 – 2025 Comprehensive Plan that sets planning goals, policies and implementation strategies for the Monroe Urban Growth Area (UGA) pursuant to Chapter 36.70 RCW,

WHEREAS, the Monroe City Council adopted updates to the 2005-2025 Comprehensive Plan by Ordinance No. 026/2006, 036/2008, and 006/2009;

WHEREAS, the Monroe City Council has recently reviewed the City's annexation policy to determine whether it is consistent with current practices, policies and procedures;

WHEREAS, the City of Monroe and Snohomish County entered into an updated Interlocal Agreement related to Annexation and Urban Development in the Monroe UGA on December 06, 2007;

WHEREAS, the City of Monroe and Snohomish County are preparing an addendum to the Interlocal Agreement as part of a grant from the WA Dept of Community Trade and Economic Development to develop reasonable measures that will address the projected population deficiency, identified in the Snohomish County 2007 Buildable Lands Report, for the Monroe UGA;

WHEREAS, the City of Monroe is preparing a Six-year Annexation Plan as a reasonable measure that provides an annexation strategy and will help address the projected population deficiency, identified in the Snohomish County 2007 Buildable Lands Report, for the Monroe UGA;

NOW, THEREFORE, BE IT RESOLVED:

That the City Council of the City of Monroe, Washington, does hereby accept and adopt the said Six-Year Annexation Plan.

Section 1. Following Land Use Goal LUG-6 and Land Use Policies LUP 6.1-6.9 of the Monroe Comprehensive Plan, the City will allow annexations to occur when the City, in its sole discretion, determines that it is beneficial to provide urban services to an area contiguous to the City to promote growth at prescribed urban densities, it is in the best interest of the City, and it is feasible to extend such services and facilities without burdening its financial resources.

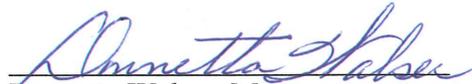
Section 2. The following guidelines may be considered before annexations to the City of Monroe are initiated and at the time, the City Council reviews annexation proposals:

1. The City may consider a recommended sequence to annex the Monroe UGA as identified in this resolution. The attached Future Annexation Areas Map (Exhibit A) depicts the Future Annexation Areas. The recommended sequence identifies an annexation timeline of Future Annexation Areas (FAA's) within the Monroe UGA.
2. The City may consider timely annexation of the entire UGA in accordance with the following recommended sequence:
  - a. The City of Monroe will work to complete pending citizen-initiated annexation petitions for FAA's 1 and 2 by the end of 2009.
  - b. The City of Monroe will initiate annexation of FAA's 3 through 5, via the unincorporated island or Interlocal agreement methods of annexation, or other appropriate method of annexation, outlined in Chapter 35A.14 RCW, by 2010 and prior to development applications and availability of water and sewer service by the City of Monroe.
  - c. The City of Monroe will initiate annexation of FAA's 6 through 10, via the election, direct petition, or other appropriate method of annexation, outlined in Chapter 35A.14 RCW, by 2013 and prior to development applications and availability of water and sewer service by the City of Monroe.
  - d. The City of Monroe will initiate annexation of FAA's 11 and 12, via the election, direct petition, or other appropriate method of annexation, outlined in Chapter 35A.14 RCW, by 2015 and prior to development applications and availability of water and sewer service by the City of Monroe. Prior to consideration of annexation requests within these areas, the City will further analyze the fiscal impacts of annexing these neighborhoods.
  - e. The City will consider citizen-initiated petition method annexations, on a case-by-case basis, when such annexations comply with the objectives outlined in RCW 36.93.180, the Comprehensive Plan, and when supported by the technical review of factors considered in annexation proposals.
3. The City will support and promote annexation and logical extension of urban services following annexation within the UGA to implement the City's adopted comprehensive land use plan. Implementation measures will include adherence to the City's land use designations, development standards, and neighborhood annexation and development strategies contained within the comprehensive plan.
4. The City will encourage the aggregation of parcels for annexation. Where appropriate, the City will encourage annexation of the FAA in its entirety to produce a more logical boundary to meet the objectives outlined in RCW 36.93.180.
5. In considering all annexations, the City should attempt to achieve Boundary Review Board objectives, as specified in RCW 36.93.170 and 36.93.180, applicable to the City of Monroe.

Section 3. The provisions of this resolution are only guidelines designed to maximize coordination with Snohomish County that the City Council may (but is not compelled to) consider when reviewing an annexation proposal. Nothing in this resolution shall be construed as limiting the discretion of the City Council or dictating any result in annexation review. Failure of the City Council to consider or implement the terms of this resolution shall not serve as grounds for Snohomish County or any other party to challenge an annexation.

PASSED by the City Council and APPROVED by the Mayor of the City of Monroe, at a regular meeting held this 21st day of July, 2009.

CITY OF MONROE, WASHINGTON

  
Donnetta Walser, Mayor

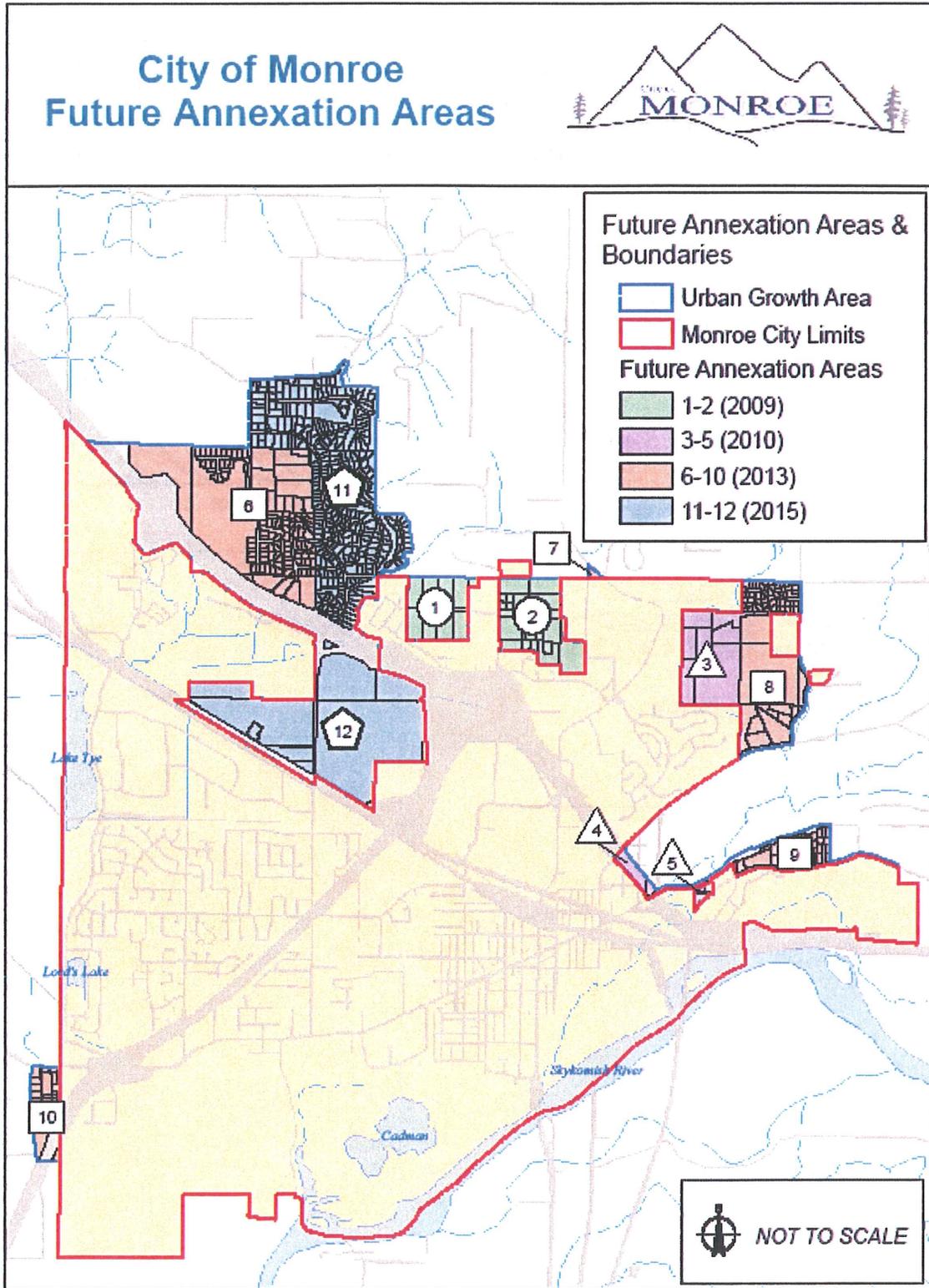
ATTEST:

  
Eadye Martinson, Deputy City Clerk

APPROVED AS TO FORM:

  
Phil Olbrechts, City Attorney

# Exhibit A



After Recording Return to:

Assistant Clerk  
Snohomish County Council  
3000 Rockefeller, M/S 609  
Everett, WA 98201

Agencies: Snohomish County and City of Monroe  
Tax Account No.: N/A  
Legal Description: N/A  
Reference No. of Documents Affected: Interlocals Recorded at AF# 200801030552, 200807170547  
Filed with the Auditor pursuant to RCW 39.34.040  
Documents Title:

**ADDENDUM TO THE INTERLOCAL AGREEMENT BETWEEN  
THE CITY OF MONROE AND SNOHOMISH COUNTY CONCERNING  
ANNEXATION AND URBAN DEVELOPMENT WITHIN  
THE MONROE URBAN GROWTH AREA**

**1. PARTIES**

This addendum (Addendum) to the Interlocal Agreement Between the City of Monroe and Snohomish County Concerning Annexation and Urban Development within the Monroe Urban Growth Area (Agreement), recorded under Snohomish County Auditor's File Number 200801030552, is entered into by the City of Monroe (City), a Washington municipal corporation, and Snohomish County (County), a political subdivision of the State of Washington, in accordance with sections 13.1 and 13.3 of the Agreement.

**2. PURPOSE OF THE ADDENDUM**

The purpose of this Addendum is to further define and facilitate an orderly transition of services and responsibility for projects and permitting from the County to the City at the time of annexation of unincorporated areas into the City. This Addendum also serves to incorporate the Snohomish County Tomorrow Annexation Principles into the joint planning process within the Monroe UGA.

**3. SNOHOMISH COUNTY TOMORROW ANNEXATION PRINCIPLES**

3.1 Snohomish County Tomorrow Annexation Principles. The County and the City intend that this Addendum and the Agreement be interpreted in a manner that furthers the objectives articulated in the Snohomish County Tomorrow Annexation Principles, provided that nothing in this Addendum shall be interpreted as compelling either party to make a financial contribution for services or infrastructure that is not otherwise already required by law. For the purpose of this Addendum and the Agreement, the Snohomish County Tomorrow Annexation Principles means that document adopted by the Snohomish County Tomorrow Steering

Committee on February 28, 2007, and supported by the Snohomish County Council in Joint Resolution No. 07-026 passed on September 5, 2007. The Snohomish County Tomorrow Annexation Principles are attached to this Addendum as Exhibit A. As used in this Addendum, the term "Six Year Annexation Plan" means the six-year time schedule which will guide annexation goals, as described in the Snohomish County Tomorrow Annexation Principles.

- 3.2 Establish a framework for future annexations. The City and County intend that this Addendum provide a framework for future annexations within the Monroe Urban Growth Area (UGA); support the implementation of urban development standards within the Monroe UGA prior to annexation; assist in planning for and funding capital facilities in the unincorporated portion of the Monroe UGA; and enable consistent responses to future annexations.
- 3.3 Consistency of annexation. If the Snohomish County Council finds that a proposed annexation within the Monroe UGA is consistent with this Addendum and the Agreement, the current Six Year Annexation Plan for the Monroe UGA and the objectives established in RCW 36.93.180, and that the health, safety and general welfare of Snohomish County citizens is not adversely affected by the annexation, the County will not oppose the proposed annexation and will send a letter to the Boundary Review Board in support of the proposed annexation.
- 3.4 Joint planning provision. The City and County recognize the need for joint planning to establish local and regional facilities that the jurisdictions have planned or anticipate for the area, to identify ways to jointly provide these facilities, and to identify transition of ownership and maintenance responsibilities as annexations occur. This need may result in mutual ongoing planning efforts, joint capital improvement plans, and reciprocal impact mitigation. By way of example only, and not by way of limitation, joint planning issues may include: planning, design, funding right-of-way acquisition, construction, and engineering for road projects; regional transportation plans; infrastructure coordination; watershed management planning; capital construction and related services; parks, recreation, and open space; permit review services; revenue and cost-sharing; adoption of common zoning and development standards; and sub-area planning related to the Six Year Annexation Plan for the Monroe UGA.
- 3.5 Coordinated planning. The City and the County recognize that sub-area planning related to Six Year Annexation Plans and interjurisdictional coordination as outlined in the Snohomish County Tomorrow Annexation Principles facilitate the transition of services from the County to the City in the event of an annexation. Addenda or amendments to existing interlocal agreements or government service agreements, or subsequent agreements on specific topical subjects relating to annexation and service

transition, as described in Subsection 2.4 of the Agreement, will reflect joint planning between the City and the County relative to the City's adopted Six Year Annexation Plan and the Snohomish County Tomorrow Annexation Principles.

- 3.6 Joint review of permit applications. The City and County recognize that it is in the best interest of both jurisdictions to engage in the shared review of County permit applications within areas anticipated for annexation in Six Year Annexation Plans. The City and County may agree to consider a subsequent addendum relating to shared permit review.

#### **4. LAND USE AND ZONING**

- 4.1 City land use designations in the unincorporated Monroe UGA. The City, based on its vision and goals, will consider the re-designation of a portion of the unincorporated Monroe UGA to a land use designation matching or exceeding the residential density provided under the County's designation. Specifically, the City will consider re-designation of the unincorporated Monroe UGA west and southwest of the Robinhood development (excluding the Washington State Department of Transportation right-of-way), to a designation that will support between 5-7 dwelling units per acre. Such re-designation may be accomplished through an amendment of the City of Monroe Comprehensive Plan map, or as part of concurrent action with annexation. The City and County will continue to work together to reach agreement on land use designations within the unincorporated Monroe UGA to ensure consistency with the City's Comprehensive Plan, Water System Plan and Sewer System Plan.

- 4.2 Monroe UGA expansion. The City has stated an interest to expand the unincorporated Monroe UGA to include the area known as "the Southwest Joint Study Area" to support greater industrial capacity. The Southwest Joint Study Area is located west of the City and unincorporated Monroe UGA. The City is considering pursuing an expansion of the UGA in this area through the Snohomish County docketing process in a manner consistent with Countywide Planning Policies and Chapter 30.74 of the Snohomish County Code. The City expressed interests in the following future land uses: industrial, commercial, and moderate urban residential development within this area. Nothing in this Addendum shall be interpreted as an agreement by the County to approve or adopt any such Monroe UGA expansion proposed by the City.

#### **5. EXECUTION OF THE ADDENDUM**

Upon execution, this Addendum shall become a part of the Agreement and subject to all applicable terms and provisions of the Agreement.

IN WITNESS WHEREOF, the parties have signed this Addendum, effective on the date indicated below.

CITY OF MONROE

SNOHOMISH COUNTY

By   
Donnetta Walser, Mayor

By \_\_\_\_\_  
Aaron G. Reardon, County Executive

Date 7/21/09

Date \_\_\_\_\_

ATTEST:

ATTEST:

  
Eadye Martinson, Deputy City Clerk

\_\_\_\_\_  
Kathryn Bratcher  
Clerk of the County Council

Approved as to form:

Approved as to form:

Office of the City Attorney

Snohomish County Prosecuting  
Attorney



Phil Olbrechts  
Attorney for the City of Monroe

\_\_\_\_\_  
Laura C. Kisielius  
Deputy Prosecuting Attorney for  
Snohomish County

## **EXHIBIT A – SNOHOMISH COUNTY TOMORROW ANNEXATION PRINCIPLES**

The following principles are intended as a “roadmap” for successful annexations but are not intended to require cities to annex all UGA lands. The desired outcome will reduce Snohomish County’s current delivery of municipal services within the urban growth area while strengthening the County’s regional planning and coordinating duties. Likewise, cities/towns will expand their municipal services to unincorporated lands scattered throughout the UGAs in Snohomish County. These principles propose altering historical funding and service delivery patterns. All parties recognize that compromises are necessary.

1. The County and all Snohomish County cities will utilize a six-year time schedule which will guide annexation goals. This work will be known as the Six-Year Annexation Plan. As follow-up to the County’s Municipal Urban Growth Area (MUGA) policies, those cities that have a (MUGA) land assignment should designate this land assignment a priority. Each jurisdiction shall conduct its normal public process to ensure that citizens from both the MUGA areas and city proper are well informed. All Snohomish County cities have the option of opting in or out of this process. Cities that opt in will coordinate with the County to establish strategies for a smooth transition of services and revenues for the annexations proposed in the accepted Six-Year Plan.
2. Each city will submit a written report regarding priority of potential annexation areas to the County council every two years, at which time each city will re-evaluate its time schedule for annexation. This report will serve as an update to the Six Year Annexation Plan.

The report to the County council should be based upon each city’s internal financial analyses dealing with the cost of those annexations identified for action within the immediate two-year time period. This analysis shall include: current and future infrastructure needs including, but not be limited to, arterial roads, surface water management, sewers, and bridges. A special emphasis should be given to the financing of arterial roads, including historical County funding and said roads’ priority within the County’s current 6-year road plan. Where financing and other considerations are not compelling, the City and County may “re-visit” the annexation strategies at the next two-year interval.

3. To facilitate annexation within urban growth areas (UGAs), the host city and the County may negotiate an Interlocal agreement providing for sub-area planning to guide the adoption of consistent zoning and development regulations between the County and the City. Coordination of zoning densities between the County and the host city may require the revision of land use maps, adoption of transfer rights or other creative solutions.

Upon completion of sub-area planning, if densities cannot be reconciled, then the issue would be directed to SCT for review and possible re-assignment to alternate sites within the UGA.

The Interlocal Agreement would also address development and permit review and related responsibilities within the UGA, apportioning related application fees based upon the review work performed by the respective parties, and any other related matters. The format for accomplishing permit reviews will be guided in part by each city's unique staffing resources as reflected in the Interlocal agreement between the host city and the County.

4. The City and the County will evaluate the financial and service impacts of an annexation to both entities, and will collaborate to resolve inequities between revenues and service provision. The City and County will negotiate on strategies to ensure that revenues and service requirements are balanced for both the City and the County. These revenue sharing and/or service provision strategies shall be determined by individual ILAs to address service operations and capital implementation strategies.
5. The County and the host city will negotiate with other special taxing districts on annexation related issues. Strategies for accomplishing these negotiations will be agreed to by the County and host city, and reflected in the host city's annexation report. (See preceding Principle #2.)
6. To implement the goals of the Annexation Principles regarding revenue sharing, service provision, and permit review transitions, the County and the cities will consider a variety of strategies and tools in developing Interlocal Agreements, including:
  - Inter-jurisdictional transfers of revenue, such as property taxes, Real Estate Excise Taxes (REET), storm drainage fees, sales tax on construction, and retail sales tax. Dedicated accounts may be opened for the deposit of funds by mutual agreement by the County and City;
  - Service provision agreements, such as contracting for service and/or phasing the transition of service from the County to the City;
  - Identifying priority infrastructure improvement areas to facilitate annexation of areas identified in Six-Year Annexation Plans.



**MONROE CITY COUNCIL**  
 Transportation/Planning, Public Works, and Parks  
 & Recreation Committee Meeting  
 Tuesday, October 27, 2020, 6 P.M.

**2020 Committee**  
 Councilmembers  
 Heather Rousey  
 Ed Davis  
 Jeff Rasmussen

<b>SUBJECT:</b>	<b>2020 - 2021 Comprehensive Plan Docket</b>
-----------------	--

<b>DATE:</b>	<b>DEPT:</b>	<b>CONTACT:</b>	<b>PRESENTER:</b>	<b>ITEM:</b>
10/27/2020	Community Development	Shana Restall	Shana Restall	New Business #4

- Attachments:**
1. Annual Docket Process
  2. Land Use Tables Multifamily and Institutional Zones
  3. Site Vicinity Map for Monroe School District Proposal

**REQUESTED ACTION:** Discuss the 2020 - 2021 Comprehensive Plan amendment docket proposals.

**POLICY CONSIDERATIONS**

*Pursuant to Chapter 22.74 MMC, Comprehensive Plan Amendments, the City accepts proposals for Comprehensive Plan amendment applications from interested parties on an annual basis. Applications for amendments may be submitted year-round; however, only those applications received prior to the last working day in July are considered for that year's amendment cycle. This allows for the City Council to analyze the cumulative effects of all proposed amendments for consistency with and the aggregate impacts on the remainder of the Comprehensive Plan, as required by WAC 365-196-640. The purpose of this discussion is to review the 2020 - 2021 docket items, the annual docket process, and the criteria that must be considered prior to approving or rejecting a proposed comprehensive plan amendment.*

**DESCRIPTION/BACKGROUND**

The annual Comprehensive Plan amendment process provides an opportunity for interested parties, including members of the public, to propose revisions to the Comprehensive Plan, and to monitor and evaluate the progress of the implementation strategies and policies incorporated therein. Submitted amendment proposals may:

- Propose new sections, elements, appendices, goals, and/or policies of the plan
- Amend existing sections, elements, appendices, goals, and/or policies of the plan
- Be site-specific
- Correct errors
- Edit language
- Adopt other documents by reference
- Change the Future Land Use Map (FLUM)

The City accepts annual Comprehensive Plan amendment applications continuously. However, amendments proposed by the public after the last working day in July will not be considered until the following amendment cycle. With the exception of a few specific situations, Comprehensive Plan amendments shall be considered by the City no more than once a year. Additionally, all Comprehensive Plan amendment proposals are required to be considered concurrently so that their cumulative impacts can be determined.



**MONROE CITY COUNCIL**  
 Transportation/Planning, Public Works, and Parks  
 & Recreation Committee Meeting  
 Tuesday, October 27, 2020, 6 P.M.

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 Councilmembers  
 Heather Rousey  
 Ed Davis  
 Jeff Rasmussen

**Descriptions of Proposals**

The City received one (1) citizen-initiated and two (2) City-initiated Comprehensive Plan amendment applications for the 2020 – 2021 docket. The proposals are described below.

**City-Initiated Comprehensive Plan Amendments**

The City-initiated amendments propose to adopt the Monroe School District’s Capital Facilities Plan and the Snohomish School District’s Capital Facilities Plan. Both applications propose amending the 2015 - 2035 Comprehensive Plan to adopt each school district’s respective 2020 – 2025 Capital Facilities Plan. As both the Monroe and Snohomish School Districts adopt a Capital Facilities Plan biennially, the City must revise its Comprehensive Plan every two years to adopt the School District’s Capital Facilities Plan by reference. These are essentially comprehensive plan "housekeeping" amendments required of the City.

**Citizen-Initiated Comprehensive Plan Amendments**

As part of the 2018 – 2019 Comprehensive Plan amendment docket, the Monroe School District proposed an amendment to the 2015 – 2035 Comprehensive Plan Future Land Use Map (FLUM) to change the designation of the site known as Marshall Field and Memorial Stadium (Snohomish County tax parcel numbers 27060100100400, 27060100205100, and 27060100404500) from an “Institution” designation to a “Multifamily” designation. Concurrent with the proposed comprehensive plan amendment, the applicant submitted a rezone request to change the site’s zoning from “Institutional (IN)” to “Multifamily Residential (R25).” A determination has yet to be made on this application. Therefore, it is being added to the 2020 – 2021 docket.

**Project Site Land Use and Zoning Information**

Existing Land Use	Comprehensive Plan FLUM Designation(s)		Zoning District	
	Existing	Proposed	Existing	Proposed
Recreation Facilities <i>(Marshall Field / Memorial Stadium)</i>	Institutional	Multifamily	Institutional (IN)	Multifamily Residential (R25)

The subject site is approximately 12.41 acres in area, is situated in the vicinity of N. Kelsey Street and West Columbia Street, and is currently accessed from West Columbia Street. The subject properties are largely surrounded by single-family residential uses with St. Mary of the Valley church to the west and Sky Valley Educational Center to the east. The site is largely vacant and was formerly used as a sports fields for the Monroe School District. However, according to the District, the site is no longer used for formal education programs, and does not lend itself to future school facilities. The District does not use the site for school athletic programs of other school program uses.

**FISCAL IMPACTS**

N/A

**TIME CONSTRAINTS**

The Monroe City Code requires that approved 2020 – 2021 amendments to the Comprehensive Plan be adopted by the end of June 2021.

**Process**

Chapter 22.74 MMC, Comprehensive Plan Amendments, delineates the procedure for reviewing annual Comprehensive Plan amendment applications. All proposed Comprehensive Plan amendments must be consistent with the 2015 – 2035 Comprehensive Plan, all other City Codes and applicable regulations, and the Washington State Growth Management Act (RCW 36.70A). The annual Comprehensive Plan amendment cycle is subject to the requirements for public participation, in accordance with RCW 36.70A.140. The review process shall proceed as described:

**A. Phase I - Selection of Amendments to be Considered**

1. Applications Forwarded by Staff: City of Monroe staff submits to the City Council all proposed amendments received prior to the last working day in July, along with an analysis of the proposed amendment in relation to the selection criteria and the application checklist.
2. Public Hearing for Docket Selection: The City Council holds a public hearing to select those proposed amendments that should be considered for further review.
3. Modifications: The City Council may modify a proposed amendment during the selection process.
4. Schedule for Review: When selecting the proposed amendments to be considered, the City Council will adopt a schedule for completion of the review and amendment adoption process.

**B. Phase II - Review and Action for Selected Amendments**

1. Staff Review: For each amendment selected by Council for the amendment cycle, staff will prepare a written analysis.
2. Environmental Review: Review under SEPA shall be conducted and a threshold determination issued.
3. Planning Commission Review: The Planning Commission shall conduct one or more public hearings to solicit comments; develop language for definitions, policies, and goals; and provide recommendations for proposed amendments.
4. Criteria for Recommendation of Approval: The Planning Commission shall use the following criteria in considering whether or not to recommend approval, or approval with modification, of the proposed Comprehensive Plan amendments:
  - a. Each amendment:
    - i. Shall not adversely affect public health, safety, or welfare in any significant way;
    - ii. Shall be consistent with the overall goals and intent of the comprehensive plan, as amended by the proposals;
    - iii. Shall be in compliance with the Growth Management Act and other State and Federal laws; and
    - iv. Must be weighed in light of cumulative effects of other amendments being considered.
    - v. In addition to the above mandatory requirements, any proposed amendment must meet the following criteria unless compelling reasons justify its adoption without meeting them:
      - a) The proposed amendment addresses needs or changing circumstances of the City as a whole, or resolves inconsistencies between the Monroe Comprehensive Plan and other city plans or ordinances;
      - b) Environmental impacts have been disclosed and/or measures have been included that reduce possible adverse impacts;

## Attachment 1 Comprehensive Plan Annual Docket Process

- c) Is consistent with the land uses and growth projections that were the basis of the comprehensive plan and/or subsequent updates to growth allocations;
  - d) Is compatible with neighboring land uses and surrounding neighborhoods, if applicable; and
  - e) Is consistent with other plan elements as amended by the proposals.
- vi. Any compelling reasons relied upon to justify adopting an amendment without meeting the above criteria must be specified in the ordinance adopting the amendment. When an amendment to the Comprehensive Plan also requires a subsequent rezone or amendment to the development regulations both may be considered concurrently.
5. Concurrent Land Use Applications: When an amendment to the Comprehensive Plan also requires a subsequent rezone or amendment to the development regulations both may be considered concurrently.
  6. Council Public Hearing and Notice: The City Council will review the recommendation of the Planning Commission and may hold a public hearing for the purpose of receiving public comment regarding the merits of proposed amendment(s).
  7. Council Action: Upon receipt of a recommendation from the Planning Commission, the City Council shall adopt, adopt as modified, deny, or remand the application(s) to the Planning Commission for further consideration.
  8. Map Revisions: If the City Council approves a change to the Comprehensive Plan that changes the land use designation of parcels within the Urban Growth Area, the City Council shall adopt an ordinance that amends the Comprehensive Plan Land Use Map and authorizes the Mayor to sign the revised map.
  9. Revocation: The Comprehensive Plan amendment may be reversed by the City Council outside of the regular amendment period, upon finding of any of the following:
    - a. The approval was obtained by fraud or other intentional or misleading representation;
    - b. The amendment is being implemented contrary to the intended purpose of the amendment or other provisions of the comprehensive plan and City ordinances;  
or
    - c. The amendment is being implemented in a manner that is detrimental to the public health or safety.
  10. Transmittal to State – Proposed Amendments: City staff shall transmit a copy of each proposed amendment of the Plan to the State of Washington Department of Commerce at least sixty (60) days prior to the expected date of final Council action on proposed amendments.
  11. Transmittal to State – Adopted Amendments: Staff will transmit a copy of all adopted amendments to the Department of Commerce within ten (10) days after the adoption by the Council.

### C. Appeals

Per MMC Table 22.84.060(B)(2): Decision-Making and Appeal Authorities, the Council's decision is the City's final action on the proposed Comprehensive Plan amendments. The decision may be appealed to the Growth Management Hearings Board.

## **Attachment 1 Comprehensive Plan Annual Docket Process**

*After the docket is set by the Council, City staff reviews the proposed amendments and provides an analysis of the amendments to the Planning Commission. The Planning Commission holds a public hearing and subsequently forwards a recommendation to the City Council, which makes the final determination on the docket of proposed amendments. In accordance with MMC 22.74.040(D), the following criteria are to be used by the City Council when deciding whether to approve a proposed comprehensive plan amendment:*

- 1. Each amendment:
  - a. Shall not adversely affect public health, safety, or welfare in any significant way;*
  - b. Shall be consistent with the overall goals and intent of the comprehensive plan, as amended by the proposals;*
  - c. Shall comply with the Growth Management Act and other state and federal laws; and*
  - d. Must be weighed in light of cumulative effects of other amendments being considered.**
- 2. In addition to the above mandatory requirements, any proposed amendment must meet the following criteria unless compelling reasons justify its adoption without meeting them:
  - a. Addresses needs or changing circumstances of the city as a whole or resolves inconsistencies between the Monroe comprehensive plan and other city plans or ordinances;*
  - b. Environmental impacts have been disclosed and/or measures have been included that reduce possible adverse impacts;*
  - c. Is consistent with the land uses and growth projections that were the basis of the comprehensive plan and/or subsequent updates to growth allocations;*
  - d. Is compatible with neighboring land uses and surrounding neighborhoods, if applicable; and*
  - e. Is consistent with other plan elements as amended by the proposals.**

<b>Table 22.18.030. Land Use in the Multifamily Residential Zoning District</b>	
<b>Conforming Uses</b>	Multifamily Residential 25 units per acre (R25)
<b>1. RESIDENTIAL LAND USES</b>	
Dwelling Units, Attached	P
Dwelling Units, Temporary Security Guard	A
Group Homes	P
Halfway Houses	EPF
Home Occupations	A
Retirement Housing and Assisted Living Facilities	P
<b>2. SERVICE LAND USES</b>	
<b>Health Care Services</b>	
• Nursing and Residential Care Facilities	P
<b>Parking Facilities</b>	A
<b>Social Services</b>	
• Community Food Services	C
• Community Housing Services	C
• Emergency and Relief Services	C
<b>3. INSTITUTIONAL LAND USES</b>	
<b>Community Facilities</b>	
• Religious Institutions	C
<b>Educational Facilities</b>	
• Schools, Colleges, Universities, and Professional	EPF
• Schools, Elementary and Secondary (K-12)	EPF
<b>Government Facilities</b>	
• Courts	C
• Fire Stations	C
• Government Administration Buildings	C
• Police Stations	C
• Public Works Maintenance and Storage Facilities	C
• U.S. Post Offices	C
<b>4. PARKS, RECREATION, AND ENTERTAINMENT LAND USES</b>	

Table 22.18.030. Land Use in the Multifamily Residential Zoning District	
Conforming Uses	Multifamily Residential 25 units per acre (R25)
<b>Parks</b>	
• Concessions	A
• Nonmotorized Trails	P
• Parks and Open Spaces	P
Recreational Facilities, Indoor	P
Recreational Facilities, Outdoor	A
<b>5. INDUSTRIAL LAND USES</b>	
<b>Storage Facilities</b>	
• Indoor (On-Site Only)	A
<b>6. UTILITY AND TRANSPORTATION LAND USES</b>	
Electric Vehicle Charging Stations (All Levels)	A
<b>Major and Regional Utility Facilities</b>	
• Regional Utility Corridors	C
<b>Major and Regional Transportation Facilities</b>	
• State and Regional Transportation Facilities	EPF
Minor Utility Facilities	P
Wireless Communications Facilities	P
<b>7. UNCLASSIFIED LAND USES</b>	
Accessory Structures	A
P = Permitted Use; A = Accessory Use; C = Requires a Conditional Use Permit; See Chapter <a href="#">22.38</a> MMC for Requirements for Essential Public Facilities (EPF)	

**Table Notes:**

1A land use not explicitly permitted by Table 22.18.030 is prohibited within the multifamily residential zoning district.

**Table 22.32.030. Land Use in the Institutional Zoning District**

<b>Conforming Use</b>	<b>Institutional (IN)</b>
<b>1. RESIDENTIAL LAND USES</b>	
Dwelling Units, Temporary Security Guard	A
Halfway Houses	EPF
<b>2. COMMERCIAL LAND USES</b>	
<b>Food and Beverage Establishments</b>	
• Coffee Shops	A
• Restaurants	A
<b>Mobile Vendors</b>	P
<b>Pharmacies and Drug Stores</b>	A
<b>3. SERVICE LAND USES</b>	
<b>Health Care Services</b>	
• Diagnostic Imaging Centers	C
• Health Care Provider Offices	C
• Hospitals	EPF
• Inpatient Mental Health Treatment Facilities	C
• Inpatient Substance Abuse Treatment Facilities	C
• Medical Laboratories	C
• Outpatient Health Care Clinics	C
• Outpatient Mental Health Treatment Facilities	C
• Outpatient Substance Abuse Treatment Facilities	C
<b>Parking Facilities</b>	P
<b>Social Services</b>	
• Community Food Services	P
• Community Housing Services	P
• Emergency and Relief Services	P
<b>4. INSTITUTIONAL LAND USES</b>	
<b>Community Facilities</b>	
• Cemeteries	A
• Religious Institutions	C
<b>Educational Facilities</b>	
• Schools, Colleges, Universities, and Professional	EPF
• Schools, Elementary and Secondary (K-12)	EPF
• Schools, Technical and Trade	P
• Vocational Rehabilitation Centers	P
<b>Government Facilities</b>	
• Correctional Facilities, Local	EPF
• Correctional Facilities, State	EPF
• Courts	P
• Fire Stations	P

Table 22.32.030. Land Use in the Institutional Zoning District	
<b>Conforming Use</b>	Institutional (IN)
• Government Administration Buildings	P
• Police Stations	P
• Public Works Maintenance and Storage Facilities	P
• U.S. Post Offices	P
<b>5. PARKS, RECREATION, AND ENTERTAINMENT LAND USES</b>	
<b>Parks</b>	
• Concessions	A
• Nonmotorized Trails	P
• Parks and Open Spaces	P
• Public Stables	C
<b>Recreational Facilities, Indoor</b>	P
<b>Sports and Recreation Instruction, Indoor</b>	P
<b>6. UTILITY AND TRANSPORTATION LAND USES</b>	
<b>Electric Vehicle Charging Stations (All Levels)</b>	A
<b>Major and Regional Utility Facilities</b>	
• Regional Utility Corridors	C
• Wastewater Treatment Plants	EPF
<b>Major and Regional Transportation Facilities</b>	
• Regional Transit Station	EPF
• School Bus Bases	P
• State and Regional Transportation Facilities	EPF
<b>Minor Utility Facilities</b>	P
<b>Wireless Communications Facilities</b>	P
<b>7. UNCLASSIFIED LAND USES</b>	
<b>Accessory Structures</b>	A
P = Permitted Use; A = Accessory Use; C = Requires a Conditional Use Permit; See Chapter <a href="#">22.38</a> MMC for Requirements for Essential Public Facilities (EPF)	

**Table Notes:**

1A land use not explicitly permitted by Table 22.32.030 is prohibited within the institutional zoning district.

the community. The site is developed with four sports fields, which includes grass ballfields and a cinder track, associated buildings, bleachers, lighting and a parking lot. The structures on site are in poor condition. The vegetation is maintained lawn with a few scattered trees along the border of the site.

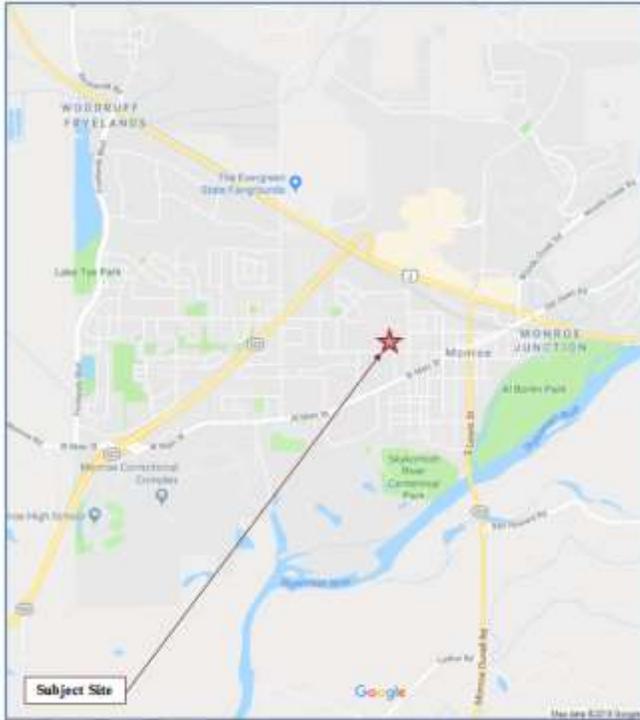


Figure 1 – Vicinity Map



Figure 2 – Site/Parcel Map

- The appropriate fee, as listed in the Fees Resolution in place at the time of application submittal

**Response:** The appropriate fee for the Comprehensive Plan Amendment and concurrent rezone will be paid as part of the application.



**MONROE CITY COUNCIL**  
 Transportation/Planning, Parks & Recreation,  
 and Public Works (P3) Committee Meeting  
*Tuesday, October 27, 2020, 6 P.M.*

**2020 Committee**  
*Councilmembers*  
*Ed Davis*  
*Jeff Rasmussen*  
*Heather Rousey*

<b>SUBJECT:</b>	<b>North Kelsey Design Guidelines Amendment</b>
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<b>DATE:</b>	<b>DEPT:</b>	<b>CONTACT:</b>	<b>PRESENTER:</b>	<b>ITEM:</b>
10/27/2020	Community Development	Ben Swanson	Ben Swanson	New Business #5

- Discussion:** 10/27/2020
- Attachments:**
1. North Kelsey Design Guidelines
  2. DRAFT North Kelsey Design Guidelines
  3. DRAFT Code Amendment
  4. Zoning Map and Subarea Map

**REQUESTED ACTION:** Discuss the proposed changes to the North Kelsey Design Guidelines and provide policy direction to City Staff.

**POLICY CONSIDERATIONS**

*On April 10, 2018, the City Council directed the Planning Commission to evaluate amending the Monroe Municipal Code (MMC) to allow multi-family residential in the North Kelsey Planning Area. The code amendments were included in the UDR update. Further code amendments are required as well as amendments to the North Kelsey Design Guidelines and Zoning Map for consistency with the current code.*

**DESCRIPTION/BACKGROUND**

In 2005, the City purchased approximately twenty-three acres of land from Snohomish County north of US 2. The City master planned the property, together with other City-owned land in the area, with the intent of developing retail, office space, and a public “village green” for community gatherings. The original North Kelsey Development Plan was created with public input and approved in 2003 by Ordinance No. 015/2003, amended in 2007 by Ordinance No. 024/2007, and amended again in 2012 by Ordinance No. 027/2012. The City conducted a Request for Proposal process in 2005 to develop the property. The first property was sold to Lowes in (December 2006) just before the recession in 2008. Two additional properties were sold to Providence Medical Center (October 2012) and Walmart (September 2013).

The remaining ten parcels encompass approximately eleven acres and are located on Tjerne Place between Chain Lake Road on the east and Kelsey Street on the west. One parcel (Tract 999) is located on the former Monroe landfill west of Kelsey Street between the Galaxy Movie Theater and Fred Myer. A second remnant parcel is located between Walmart and Chain Lake Road.

The City has not sold any parcels since 2013 (the City sold a parcel in 2019 which has since been developed). The market for retail and office space has fundamentally changed since the recession and the growing dominance of on-line sales and e-commerce retailers such as Amazon. In February 2018, the City Council selected a new broker team to market and sell the

property. The current team is working to update the site plan to reflect changes in the retail and housing market.

The proposed code amendments in 2018 were included in the UDR update which provided for a combination of horizontal and vertical mixed-use, multifamily housing, retail space, and a public “village green” within the North Kelsey/Tjerne Place Planning Area. The revisions to the City’s development regulations included allowing for residential development within the permitted land uses, increasing maximum building heights, and revising minimum parking standards to incorporate five stories of living space above parking in the North Kelsey/Tjerne Place Planning Area.

The current proposed amendments include amendments to the North Kelsey Design Guidelines to address medium box stores, service based industries like childcare, and multifamily development; amendments to the zoning map as the current zoning map inadvertently left out the original North Kelsey Planning Area and the North Kelsey Planned Development Area; and code text amendments to delete references to mixed-use development in the North Kelsey/Tjerne Place overlay district.

# North Kelsey Development Plan Design Guidelines Update 2012

## APPENDIX 1: Design Guidelines

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December 6, 2012

*Approved Ord. 008/2003*  
*Amended Ord. 024/2007*  
*Amended Ord. 027/2012*

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# CHAPTER 1: Introduction

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## A. Purpose

These design guidelines are a critical regulatory tool in implementing the design-related goals and objectives for the North Kelsey Planning Area and the North Kelsey Planned Development Area.

## B. Intent

These guidelines are directed to creating a development within the North Kelsey planning area that:

- Provides a visible and accessible commercial district for the City of Monroe.
- Enhances downtown circulation for pedestrians and vehicles.
- Connects and integrates other downtown activities.
- Accommodates retail, office, and service development of various sizes and character as is appropriate for Monroe's small town character with design quality of the highest caliber.
- Enhances the town's identity as a regional attraction.

## C. Application of Design Guidelines

The design guidelines apply to all new construction in the North Kelsey Planning Area (Figure 1). The sole exception to the guidelines involves interior remodels. The guidelines are intended to supplement other requirements in the Monroe Municipal Code. Where the guidelines and zoning ordinance standards conflict, the City shall determine which regulation applies.

All properties that are outside the development area, but within the North Kelsey Planning Area are subject to Chapters 5 through 7 of these Design Guidelines. This includes the privately owned parcels within the outlined area.

The specific planned development area is comprised of properties as reflected in Figure 1, Applicable Properties.

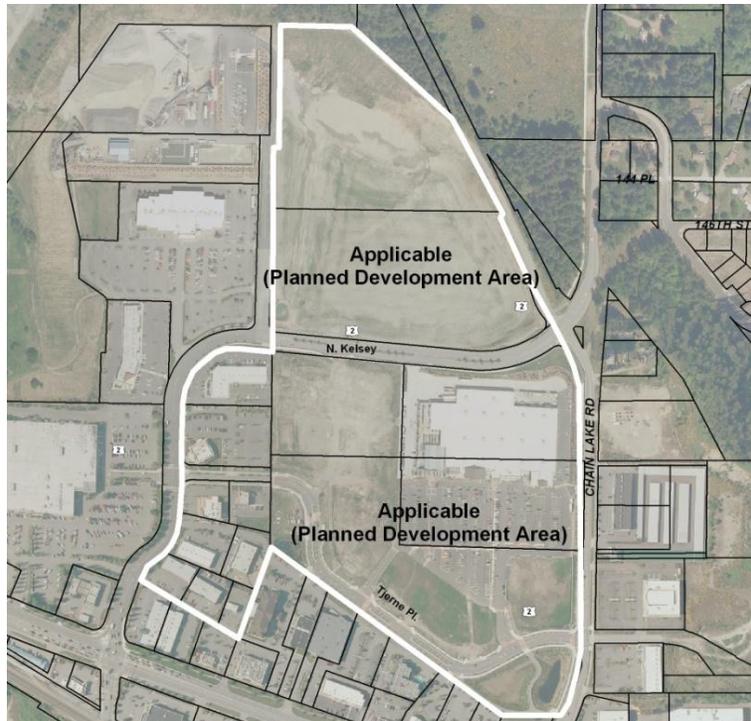


Figure 1: Applicable Properties.

## D. Interpreting the Design Guidelines

The City retains full authority to determine whether or not a proposal meets these guidelines. Within the guidelines, certain words are used to indicate the relative importance and priority the City places upon the particular guideline. The words “shall,” “must,” and “is/are required” mean that the development proposal must comply with the guideline unless the City finds that:

- The guideline or requirement is not applicable or appropriate in the particular instance, or;
- The development proposal meets the intent of the guidelines in some other manner.

The words “is/are encouraged” mean that the action or characteristic is allowed and should be viewed as a positive element in the City’s review.

The project proponent may submit proposals that he/she feels meet the intent of the guidelines but not necessarily the specifics of one or more guidelines. In this case, the City will determine if the intent of the guideline has been met.

## E. Review Process

The Design Guidelines will be used, along with other City ordinances and regulations, for the City’s review of development proposals within the North Kelsey Development Area.

# CHAPTER 2: Site Configuration

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The development must address the following principles: The proposal shall indicate how the development will connect to adjacent properties/parcels. The means of pedestrian and vehicular circulation, as well as building and entry orientation, must be as approved by the City in accordance with the Design Guidelines as applied to the entire area of applicability as stated in Chapter 1C.

1. Connects the following activities with an integrated pedestrian network:
  - Southeast: Chain Lake Road sidewalk.
  - North: North Kelsey Street.
  - West: North Kelsey Street near the entry to the Fred Meyer store.
  - South: Current and future development along Tjerne Place.

Gateway features and safe walking connections must be provided at these points.

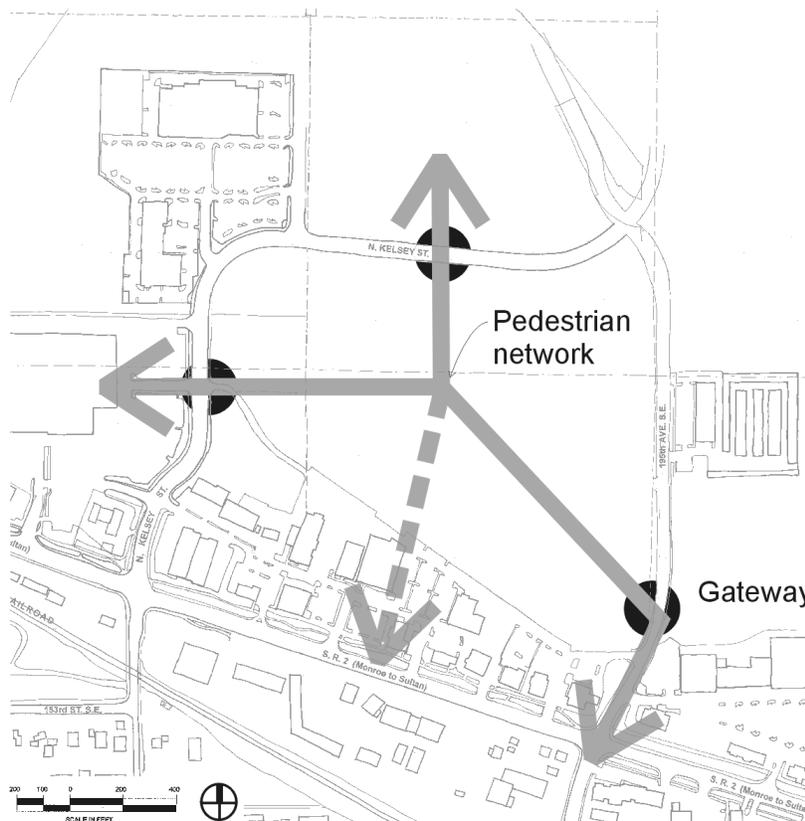


Figure 2: Key pedestrian connections.

2. Locates and treats large buildings to reduce their perceived scale to fit with neighboring structures and present an inviting, human scaled, pedestrian oriented character to the public. (See Architectural/Building Design guidelines, Chapter 5.)
3. Includes Tjerne Road to connect North Kelsey Street and Chain Lake Road, creating a loop system around the south parcel. Parking for future development should be accessed from this loop system (See Parking Area guidelines in Chapter 3 and Circulation Guidelines, Chapter 4). Opportunities for sharing access and parking between current and future uses, including the theater complex, should be explored.

**The project proponent must demonstrate that the overall site layout and circulation system accomplishes these goals to the City's satisfaction.**

# CHAPTER 3:

## Site Planning

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### A. Public Open Space

#### Intent:

- Provide an attractive pedestrian environment.
- Provide outdoor spaces with pedestrian amenities.

#### Pedestrian-Areas

#### Guidelines:

1. Pedestrian-areas are encouraged along the pedestrian connections and near key building entries. They can be small to large widening of walking space, landscaped areas, areas for outdoor dining, or small play areas.
2. Pedestrian amenities shall be provided such as seating, plants, drinking fountains, distinctive paving, artwork, and such focal points as sculpture or water feature, should be provided.
3. Lighting fixtures should be approximately 10-15 feet above the surface and may be building mounted. The overall lighting in pedestrian areas should be at least 2 foot-candles, without any “dark spots” that could cause security problems. Ambient light from under canopies or storefronts may be included in the lighting calculations.
4. The spaces must have visual and pedestrian access (including barrier-free access) to abutting structures and public streets or pathways.
5. Landscaping that does not act as a visual barrier is encouraged
6. Buildings abutting pedestrian-oriented space must have pedestrian-oriented facades (see Building Orientation guidelines below).
7. See Chapter 6 Landscape Design for applicable landscaping guidelines.

### B. Building Orientation

#### Intent:

- Provide an attractive pedestrian environment.
- Enhance the character of the streetscapes within and surrounding the area.
- Provide attractive building facades adjacent to parking lots.

## **General:**

Buildings and ground floor businesses fronting pedestrian areas should be oriented towards these areas. Since these and other buildings also front onto parking lots or streets, buildings and businesses are strongly encouraged to provide secondary building entrances. These are referred to as “Secondary Pedestrian Facades.” Side and rear walls of new buildings in the planning area will also be visible and therefore must be designed and/or screened to provide an attractive streetscape. These are referred to as “Side or Rear Facades.” Locations, guidelines and standards for, Secondary Pedestrian Facades, and Side or Rear Facades are detailed below.

### 1. Secondary Pedestrian Façade:

- a. Where: Building facades adjacent to parking lots, pedestrian pathways, or streets, as designated by the City.
- b. Weather protection over the building entry and covering at least 50 percent of the overall façade is required.
- c. Storefront windows over at least 50 percent of the facades on the ground floor between the heights of 2 to 8 feet above the ground are required.
- d. Building entries along secondary pedestrian facades should utilize pedestrian-oriented lighting and/or decorative façade details. (See Building Elements and Details, Chapter 5).
- e. Blank walls must be treated in one or more of the following ways:
  - Planters or trellises with vines.
  - Landscaping that covers 30 percent of wall area within three years of planting.
  - Special materials (e.g., decorative patterned masonry).
  - Display windows.
  - Other treatment approved by the City.

### 2. Side and Rear Facades:

- a. Building facades building/business entries, or highly visible locations.
- b. What: While pedestrian building/business entries are not required here, they may be encouraged depending on specific site characteristics. Service elements may be located here (see Building Equipment and Service Area guidelines, Chapter 5). Facades shall be treated in two or more of the following ways (Figure 4):
  - Planters or trellises with vines.
  - Landscaping that covers 30 percent of wall area within three years of planting.
  - Special materials (e.g., decorative patterned masonry).
  - Display windows.
  - Other treatment approved by the City.

- c. Designated side and rear facades located along public streets should be set back at least 20 feet from the sidewalk to accommodate stormwater treatment methods and heavy landscaping.
- d. Visible building façades should be articulated per “Vertical Articulation” guidelines in Chapter 5 under Human/Pedestrian Scale.
- e. Creative use of building materials such as concrete and concrete masonry units is encouraged.

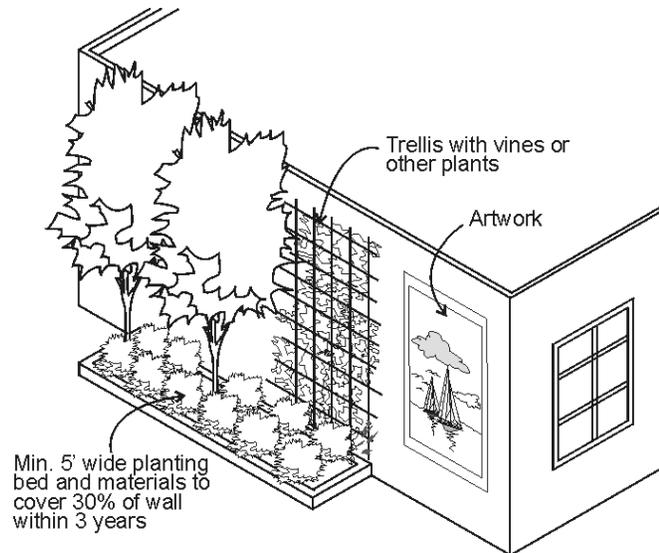


Figure 3: Blank wall treatments.

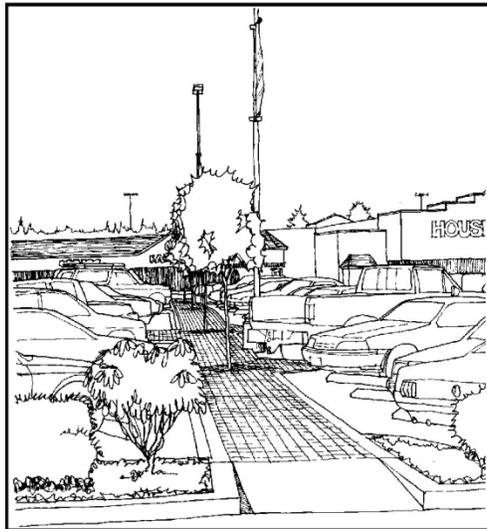
## C. Parking Areas

### Intent:

- To provide convenient parking areas that encourage people to leave their cars and walk throughout the North Kelsey Planning Area.
- To provide more flexibility in the design of the development by relaxing existing City parking standards.
- To provide parking areas that do not diminish pedestrian and visual qualities of the site.
- To maintain the built street edge through effective screening of all parking lots.
- To minimize the impacts of driveways.

**Guidelines:**

1. Parking areas shall conform to the requirement of MMC, Chapter 18.86 unless otherwise noted in these guidelines. This encompasses dimensional requirements, design, access, loading areas, number of parking spaces, parking area landscaping, and other parking-related requirements.
2. Parking requirements for retail uses shall be relaxed to 1 space per 250 square feet of gross floor area. The City may consider special provisions for joint use of parking when two activities are less likely to occur simultaneously (e.g. office uses and entertainment facilities).
3. The landscaped buffer between the sidewalk and the parking area along Chain Lake Road must be expanded to at least 10 feet in width using either Type II or Type III Landscaping standards (MMC, Section 18.78.030) subject to City approval.
4. Pathways through parking lots should be provided. Pathways and crosswalks should be provided along every fourth parking isle or at intervals of less than 150 feet (See Figure 5). Pathways through parking areas should be separated from vehicle parking and travel lanes by use of contrasting surface materials, which may be raised above the level of the vehicular surface. Parking area pathways should be at least 4 feet in width.



*Figure 4: Parking pathway example.*

5. Structured parking is encouraged provided the building meets the guidelines of Chapter 5.

## D. Street Corners/Highly Visible Locations

### Intent:

- To enhance the appearance of highly visible locations.
- To enhance the pedestrian environment.
- To establish a design identity for the North Kelsey Planning Area.

### Guidelines:

The guidelines below highlight desirable design treatments (options noted below) for six specific street corners and/or highly visible locations. All proposals for sites should include at least one of the design treatments described below. **EXCEPTION:** Applicants may propose other design treatments for these sites if they can demonstrate successfully that the proposed treatment meets the intent of the guidelines.

1. Street Corner/Highly Visible Location Design Treatment Methods (also refer to Pedestrian Orientation guidelines, Chapter 3):
  - a. Locate a building towards the street corner (within 15 feet of corner property line). Building facades located here are encouraged to include a special element, such as a raised roofline, towers, or an extended parapet, along the most visible views of the structure (See Figure 6).
  - b. Provide a pedestrian walkway and/or plaza space at the corner leading directly to a building entry or shopping plaza space. May be appropriate in conjunction with a Monument Site Entry Sign.
  - c. Install substantial landscaping (at least 200 square feet of ground surface area with trees, shrubs, and or ground cover. May be appropriate in conjunction with a Monument Site Entry Sign.



Figure 5: Street corner example: This building celebrates its corner location by including a corner entry, pedestrian space, weather protection, parapet, and special signage.

2. Specific Sites (See Figure 7):

- a. SR-2/Chain Lake Road (northwest corner): Method “c” is the first preference. High priority site for a Monument Site Entry Sign.
- b. Chain Lake Road/Tjerne Place (both westerly corners): Method “a” or “b” is preferred for the northwest corner; Method “a” is preferred for the southwest corner, with Method “c” as a second preference.
- c. Chain Lake Road/North Kelsey Street (both westerly corners): Method “c” is preferred for both the northwest and southwest corners. High priority site for a Monument Site Entry Sign (see Signage guidelines, Chapter 7).
- d. North Kelsey Street (at key pedestrian crossing): Method “a” is preferred for all four corners.
- e. North Kelsey Street/Tjerne Place (easterly corners): Method “a” is the preferred treatment of both corners; Methods “b” and “c” are acceptable.



Figure 6: Highly visible locations.

# CHAPTER 4:

## Circulation

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### A. Sidewalks and Pathways

*NOTE: Sidewalks refer to concrete pedestrian routes adjacent to public rights-of-way. Pathways refer to all other pedestrian routes.*

#### Intent:

- Provide a safe environment for pedestrians to move throughout the North Kelsey planning area and separation of pedestrian and vehicular traffic.
- Create a varied and rich environment to encourage people to explore the area on foot.

#### Guidelines:

1. All public open spaces, walkways, and sidewalks shall meet ADA standards.
2. Sidewalks should be separated from the roadway by planting strips with street trees wherever possible. Planting strips should generally be at least 5 feet in width and include evergreen shrubs no more than 4 feet in height and/or ground cover in accordance with the City of Monroe Landscape Standards (MMC Chapter 18.78), and canopy-type broadleaf trees placed an average of 25 feet on center. EXCEPTIONS: Where space is limited, planting strips less than 5 feet in width may be permitted by the City; Street trees placed in tree grates may be more desirable than planting strips in key pedestrian areas.
3. Acceptable sidewalk widths may range from 4 to 12 feet depending on adjacent uses and anticipated pedestrian activity. Sidewalks along major connector routes such as North Kelsey Street or Chain Lake Road should be at least 8 feet in width to accommodate two couples passing each other.
4. Pedestrian crosswalks shall be provided at all intersections. These shall be indicated with distinctive paving.
5. The addition of texture to the ground plane of key sidewalks and pathways with unit pavers, bricks, tiles, or public artwork is encouraged.
6. Pathways that provide key access to other key sites are termed “Primary Pathways.” Primary pathway surfaces should be at least 15 feet in width to accommodate fire apparatus access and groups of people.
7. Other pathways are termed “Secondary Pathways.” Secondary Pathways may vary in width according to intended function and expected use (subject to City

8. approval). Where secondary pathways are located within corridors between structures, such corridors should be at least 12 feet in width.
9. Pedestrian amenities, including landscaping and seasonal flowers, benches, lighting, and/or artwork, shall be provided along Secondary Pathways to create visual interest (see Landscaping guidelines in Chapter 6).
10. Safe pathways to all uses and buildings and around and through parking areas are required (see Parking Area guidelines, Chapter 3).

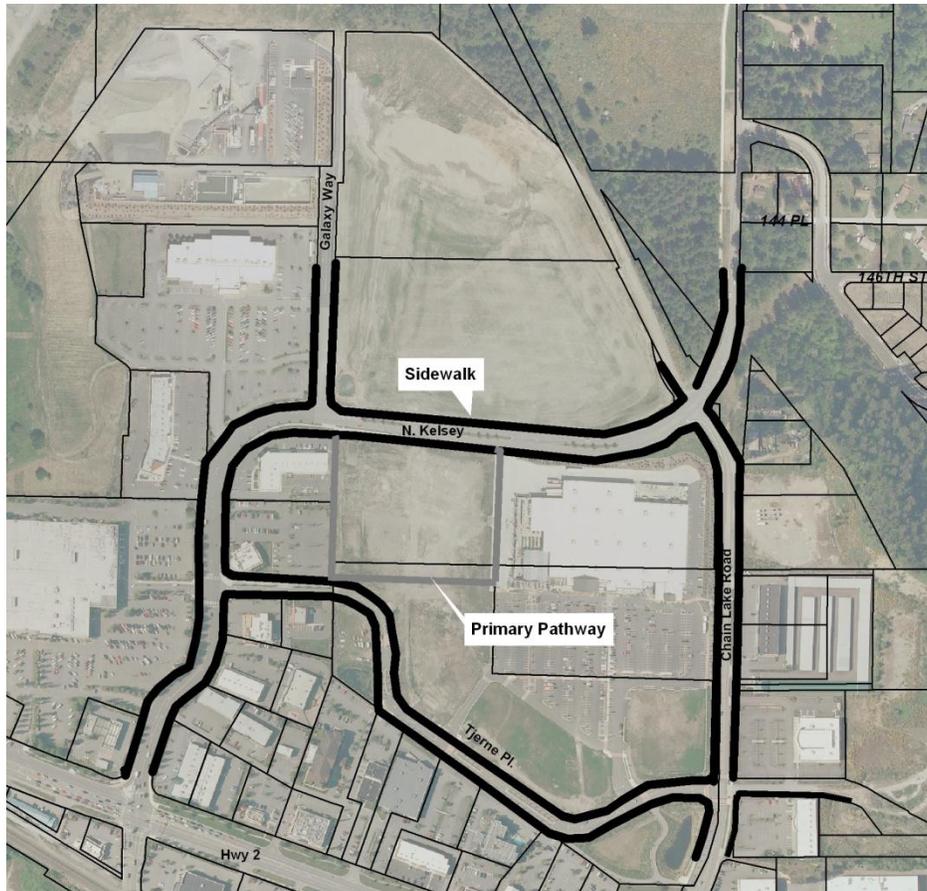


Figure 7: Example pedestrian network for the North Kelsey Planned Development Area.

## B. Bicycle Circulation and Amenities

### Intent:

- Provide safe and efficient bicycle access to and within the North Kelsey Planning Area.
- Promote bicycling as an alternative method of transportation.

**Guidelines:**

1. Safe bicycle access should be provided within each public right-of-way developed within the North Kelsey planning area. The City will consider the following options:
  - a. Bike Lanes. Standard bike lanes are 5 feet in width. This is the preferred option for Chain Lake Road (where there is sufficient right-of-way width) since bicycle lanes would connect with planned bicycle lanes north of the site.
  - b. Wide Curb Lanes. This involves 14-foot travel lanes rather than the standard 11- or 12-foot lanes so cyclists can safely share the road with vehicles. Although such wide curb lanes are often striped, they are not signed or officially designated as bike lanes. With limited space, this is often the most effective way to provide safe bicycle access.
  - c. Multi-Use Pathway. This combines bicycle and pedestrian access on an asphalt pathway separated from the roadway. Ideally, such a multi-purpose pathway should be 12 to 14 feet in width. Where space and use are expected to be limited, an 8-foot wide pathway (with center striping) may be acceptable. Pathway design should ensure adequate site distance.
2. Special care should be exercised on how either of these bicycle facilities transition to existing and planned off-site roadways – particularly Chain Lake Road and North Kelsey Street towards SR-2. Where necessary, provide signage to note safest bicycle access routes.

# CHAPTER 5:

## Architectural/Building Design

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### A. Architectural Concept

#### Intent:

- Create, through the architectural, landscape, open space, and gateway elements, an identity that reflects Monroe’s vernacular architectural character.
- Provide a high-quality image with well-designed and detailed buildings, minimization of corporate identity elements (stock buildings and signs), and an emphasis on subtlety and refinement rather than on flashy or trendy design themes.
- Create varied, non-homogenous buildings within the planned development area that give the sense of natural evolution over time rather than a result of a single, one-step development—and to emphasize the fact that the building elements can naturally evolve and change over time.

#### Guidelines:

1. The buildings proposed for the North Kelsey development area should be based on a comprehensive architectural concept that achieves the intent statements above. Specifically, the design of the specific buildings should address:
  - Pedestrian interest, comfort and connections throughout the area.
  - Building size and massing elements at human scale.
  - Perceived massing of the building relative to nearby structures, pedestrian areas, and landscape elements.
  - Monroe’s architectural and cultural setting.
  - The variety of sequential experiences and design characters within the site.

While the individual design guidelines in this section address some of these issues specifically, the intent of this guideline is to encourage the designers to consider how the various aspects of the design work together. Applicants should be prepared to demonstrate how the proposed buildings respond to the intent statements. The City will review applicants’ proposals and determine whether or not they meet the intent.

### B. Human/Pedestrian Scale

#### Intent:

- Create a development with human scaled appearance and informal architectural character.

- To architecturally address large buildings to ensure that they do not dominate.
- Provide interesting and sheltering pedestrian-oriented facades.

## Guidelines

1. **Building Height:** Commercial/office buildings should be 1 to 3 stories high, with a maximum height of 35 feet. The City will consider higher building heights if the applicant can demonstrate consistency with overall design guidelines intent. Special features such as towers or clerestories may be taller, if approved by the City.

Sunlight should be considered within the planned development area with regard to the height of buildings adjacent to. Generally, buildings on the south side of these spaces should be sized to allow direct year-round sunlight on south-facing structures.

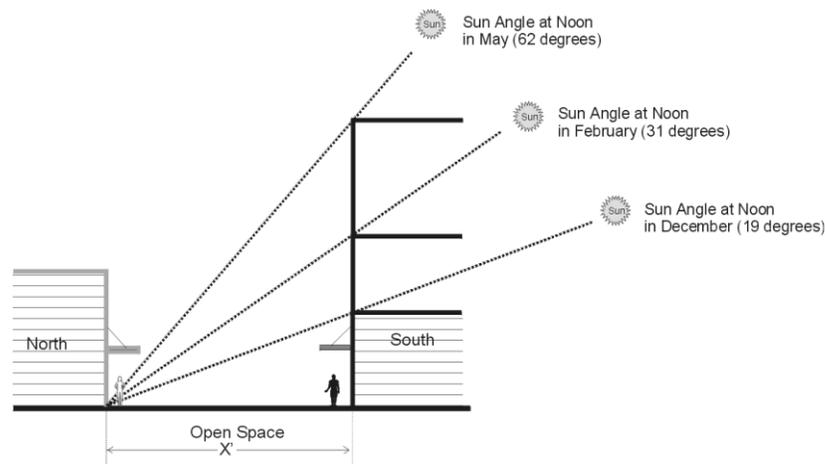


Figure 8: Sunlight should be considered in the height and design of structures adjacent to major spaces.

2. **Vertical Articulation:** In order to prevent long stretches of monotonous façade, buildings with visible facades over 100 feet in length as measured parallel to a roadway, parking area, pedestrian connection, or pedestrian area should be vertically articulated into sections averaging not more than 50 feet along the façade at regular intervals. Articulation may be accomplished in several ways, including:
  - Modulation—the stepping back or projection of a portion of the façade.
  - Including significant building elements such as balconies, porches, canopies, towers, or entry areas that visually break up the façade.
  - Building focal points that include, for example, distinctive entry features.
  - Changing the roofline.
  - Changing materials.

- Landscaping.
- Using other methods acceptable to the City.

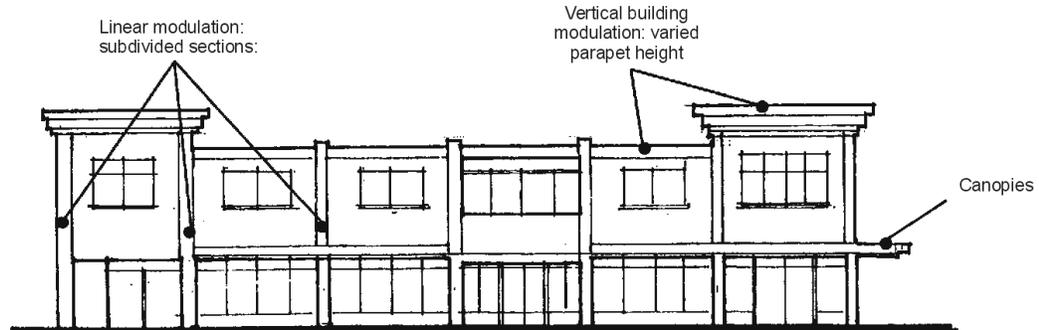


Figure 9: Building articulation: Varied parapet and recessed entries.

## C. Architectural Elements

### Intent:

- Create an intimately scaled, pedestrian friendly and informal architectural character.
- Reflect Monroe’s vernacular architectural character (excluding the post-War highway strip development).
- Enhance the quality of both individual buildings and the North Kelsey Planning Area streetscape as a whole.
- Encourage use of quality building materials with a low life cycle cost.
- Create design unity, a sense of place, and community identity.
- Reduce the visibility of unsightly service and utility elements from view while providing efficient service and equipment areas.

### 1. Roofs

#### Guidelines:

1. Roof designs should provide scale-reducing elements within the North Kelsey planned development area. It is recommended that buildings have a variety of roof slopes, details, materials, and configurations.
2. All flat roofs shall be architecturally treated or articulated with a parapet wall combined with ornamental molding, entablature, frieze, cornice, or other architectural roofline detail visible from the ground level. Parapets and articulated cornice lines should not appear as applied elements.
3. Roof-mounted mechanical equipment (HVAC) must be screened from view.

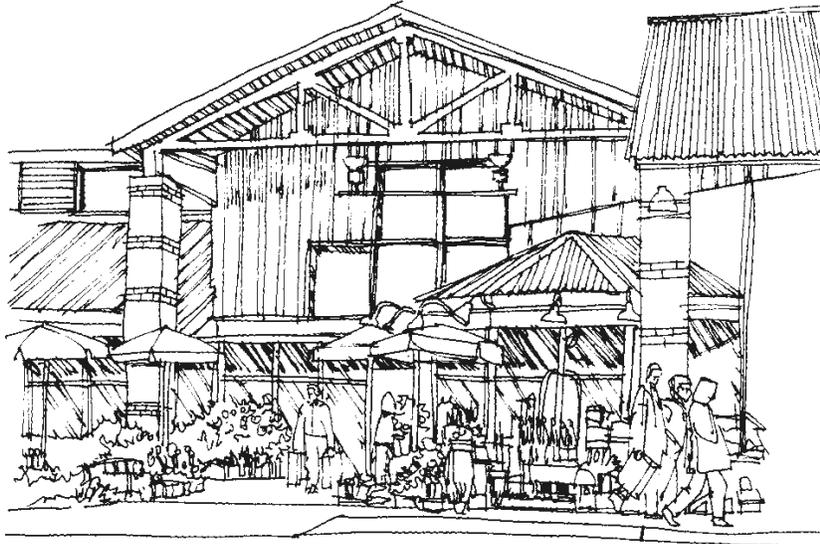


Figure 10: The gabled roof over the building entry together with pedestrian-scaled elements and a variety of building materials provides visual interest to this largely square, flat-roofed building.

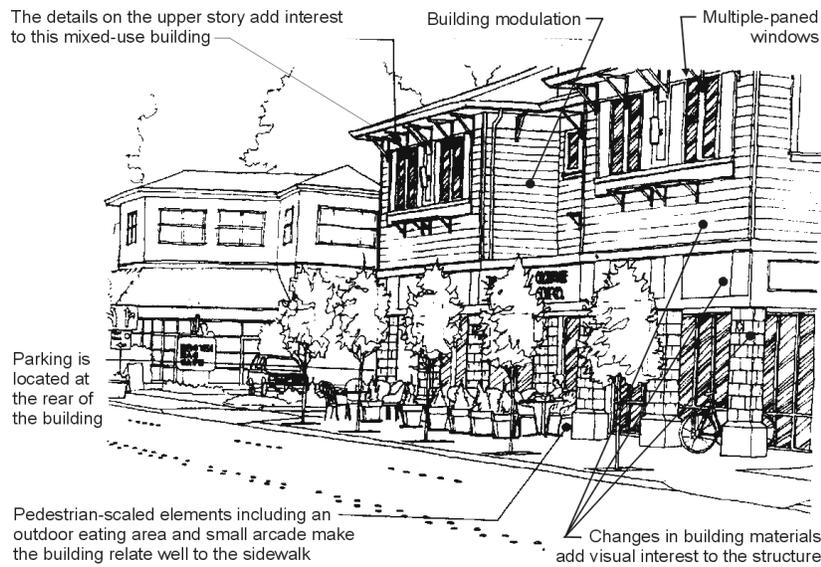


Figure 11: Examples of building details.

## 2. Building Elements and Details

### Guideline:

1. All building facades shall incorporate a substantive use of building elements, such as those from the list that follows, as approved by the City. “Substantive” in this case means a significant contribution to the form and character of the building. Note that “decorative” means that the feature exhibits special

craftsmanship or distinctive design that adds visual interest and/or unique character. Suggested building elements include:

- Articulated building elements through treatment of windows, doors, entries, and corners with special trim, molding, or glazing.
- Permanent pedestrian weather protection (building canopy).
- Decorative building materials, such as tile and metal work.
- Enhanced or articulated building entrances (recessed or covered).
- Pergolas, arcades, porches, decks, or bay windows.
- Balconies in upper stories.
- Address numbers legible to the public from the street or pathway fronting the property or building.
- Multiple-paned window fenestration (windows with several panes separated by mullions).
- Windows. All windows should either have a vertical orientation (e.g., be longer in the vertical dimension than in the width) or be square in order to qualify as special elements.

### **3. Exterior Materials**

#### **Guidelines:**

1. Use durable and high-quality materials. Shiny or highly reflective materials are not allowed. Materials should be those of typical use in the Northwest, including:
  - Bevel or lap siding.
  - Rock, stone, and brick material.
  - Architectural shake-style roofing.
  - Metal roofs with standing seams.
2. If sheet materials, such as composite fiber products or metal siding, are used as a siding material over more than 25 percent of a building's façade, use material with a matted finish in a muted color as specified in Color guidelines below. Include the following elements:
  - Visible window and door trim painted or finished in a complementary color.
  - Corner and edge trim that covers exposed edges of the siding material.
3. If concrete blocks (concrete masonry units or "cinder blocks") are used for walls that are visible from a public street or park, use one or more of the following architectural treatments:
  - Use of textured blocks with surfaces such as split-face or grooved.
  - Use of colored mortar.
  - Use of other masonry types, such as brick, glass block, or tile, in conjunction with concrete blocks.

- Other treatment methods approved by the City.
  - The applicant shall provide the City with samples of the material, proposed detail connections and a list of other project examples in the Puget Sound region that have used this application.
4. Do not use the following materials in visible locations unless an exception is granted by the City:
    - Mirrored glass.
    - Corrugated fiberglass.
    - Chain-link fencing (with or without slats).
    - Synthetic materials with reflective surfaces, including galvanized steel and glossy vinyl siding.
    - Other treatment methods approved by the City.
  5. Paint all vents, gutters, downspouts, flashing, and electrical conduits to match the color of the adjacent surface unless they are being used expressly as a trim or accent element, or if the surface is made of an unpainted material such as brick.
  6. Provide approved address numbers so that they are legible to the public from the street fronting the property.

#### **4. Colors**

##### **Guidelines:**

1. Submit a color palette.
2. Muted colors are encouraged for the background color of most buildings. A darker background color will allow the effective use of lighter colors for trim – where the highlights will show up better.
3. Bright colors should generally be reserved for accents. Doors or special features may be painted a bright accent color.
4. Bright luminescent or day-glow colors are not allowed.

#### **5. Building Equipment and Service Areas**

##### **Guidelines:**

1. Building service elements and utility equipment should be contained within the building envelope, screened from public view, or on roofs where not visible to the public.
2. All on-site service areas, loading zones, outdoor storage areas (except outdoor retail sales areas under 100 square feet in occupied area), waste storage, disposal facilities, transformer and utility vaults, and similar activities shall be located in an area not visible from a public street, pedestrian connection, or open space. If

this is not possible, then the service area, loading zone, storage area, or utility area must be screened from public view. Acceptable screening includes:

- A masonry or wood enclosure incorporated into a building wall.
- A solid hedge or other screening as approved by the City.

(Note: Visible chain link fencing with or without slats is not permitted.)

3. Service or utility areas or enclosures shall not be located in or be visible from pedestrian areas.

# CHAPTER 6:

## Landscape Design

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### Intent:

- Achieve a high quality landscape that features a variety of plant materials.
- Utilize landscape materials to strengthen and unify the planning area's design identity.
- Select plant materials that are relatively hardy and require minimal maintenance.
- Add color, texture, and interest to the center.
- Screen high-impact uses.

## A. Landscape Plan Concept

### Intent:

- Provide visual relief from large expanses of parking areas and integrate new construction into the natural environment.
- Provide some physical separation between vehicular and pedestrian traffic.
- Provide decorative landscaping as a focal setting for signs, special site elements, and/or pedestrian areas.
- Provide increased areas of permeable surfaces to allow for infiltration of surface water into groundwater resources, reduce the quantity of stormwater discharge, and improve the quality of stormwater discharge.

### Requirements:

1. Submit a landscape design plan and be prepared to demonstrate that the plan addresses the following considerations:
  - A unified pedestrian circulation system with amenities and plantings.
  - A coordinated system of open spaces and/or planted areas that provide the required pedestrian areas. The plan should indicate how the various spaces and plantings relate to the project's site design objectives of continuity, variety, activity, etc. The applicant should demonstrate that the landscaping treatment has a "concept" such as the example in Figure 28.
  - Screening of service or unsightly areas.
  - Plantings and/or site features that enhance the building's architectural qualities.
2. In addition, the design should consider the following landscape design objectives where appropriate:

- Where feasible, coordinate the selection of plant material to provide a succession of blooms, seasonal color, and a variety of textures.
- Provide a transition in landscaping design between adjacent sites, within a site, and from native vegetation areas in order to achieve greater continuity.
- Design landscaping to create definition between public and private spaces.
- Design landscaping to provide a transition between built structures (vertical planes) and the site (horizontal planes).
- Use plantings to highlight significant site features and to define the function of the site, including parking, circulation, entries, and open space.

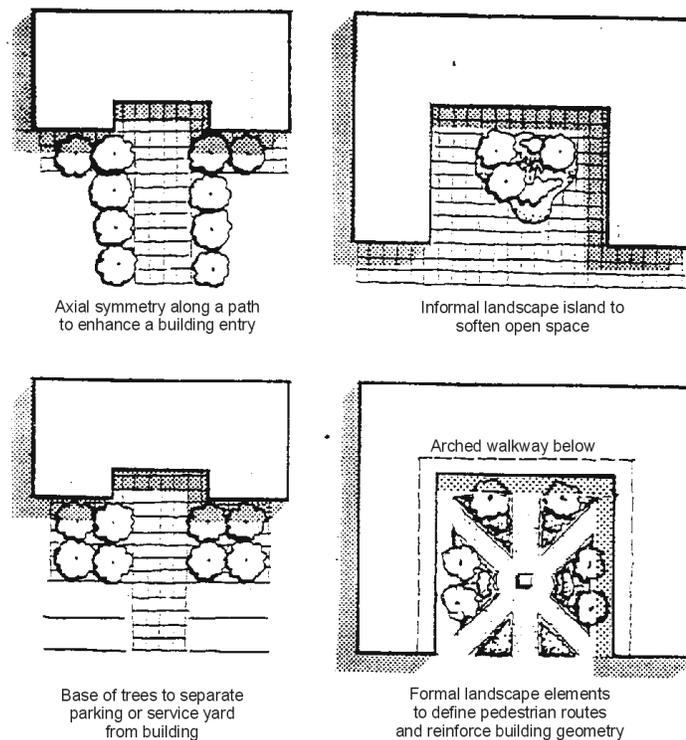


Figure 12: Examples of landscape designs associated with buildings.

## B. Street Landscaping

### Guidelines:

1. Sidewalks and pathways should be separated from the roadway by planting strips with street trees wherever possible.
2. Planting strips should generally be at least 5 feet in width (see Figure 8, Tjerne Place cross-section). They should include evergreen shrubs no more than 4 feet in height and/or ground cover in accordance with the City of Monroe Landscape Standards (MMC Chapter 18.78), and canopy-type broadleaf trees placed an

3. average of 25 feet on center. EXCEPTIONS: Where space is limited, planting strips less than 5 feet in width may be permitted by the City.
4. Street trees placed in tree grates may be more desirable than planting strips in key pedestrian areas.
5. Use of trees and other plantings with special qualities (e.g., spring flowers and/or good fall color) are strongly encouraged to unify development in the North Kelsey planning area.
6. Also see Building Orientation guidelines in Chapter 3 and Parking Lot Screening below for areas within the planned development area.

## C. Parking Lot Screening

### Guidelines:

1. Provide a landscaped drainage/stormwater treatment buffer between the sidewalk/street and parking area where possible. Size the buffer as necessary to perform required stormwater treatment function for a minimum of 20 feet is suggested See Figure 8 Otherwise, a 5-foot wide landscaping buffer consistent with Type III landscaping as specified in MMC Chapter 18.78, to provide a see-through buffer between public streets and parking lots is required; EXCEPTION: The landscape buffer must be 10 feet between parking areas and sidewalks along Chain Lake Road.

## D. Parking Lot Interior

### Guidelines:

1. Type IV landscaping as specified in MMC Chapter 18.78, is required to provide shade and visual relief while maintaining clear site lines within parking areas.

## E. Pedestrian Area Landscaping within the Planned Development Area

These guidelines involve all other pedestrian-oriented spaces and open spaces.

### Guidelines:

1. A range of landscape materials—trees, evergreen shrubs, ground covers, and seasonal flowers—shall be provided for color and visual interest.
2. Planters or large pots with small shrubs and seasonal flowers may also be used to separate café seating from traffic flow and create protected areas within the plaza for sitting and people watching.

3. Creative use of plant materials, such as climbing vines or trellises, and use of sculpture groupings or similar treatments are also encouraged.
4. All landscaping shall be as approved by the City.
5. Sun angle at noon and wind pattern should be considered in the landscaping design of the plaza to maximize sunlight areas.

## F. Screening High-Impact Uses

### Guidelines:

1. High impact uses such as sand and gravel mining operations or manufacturing should be screened with a landscape berm.

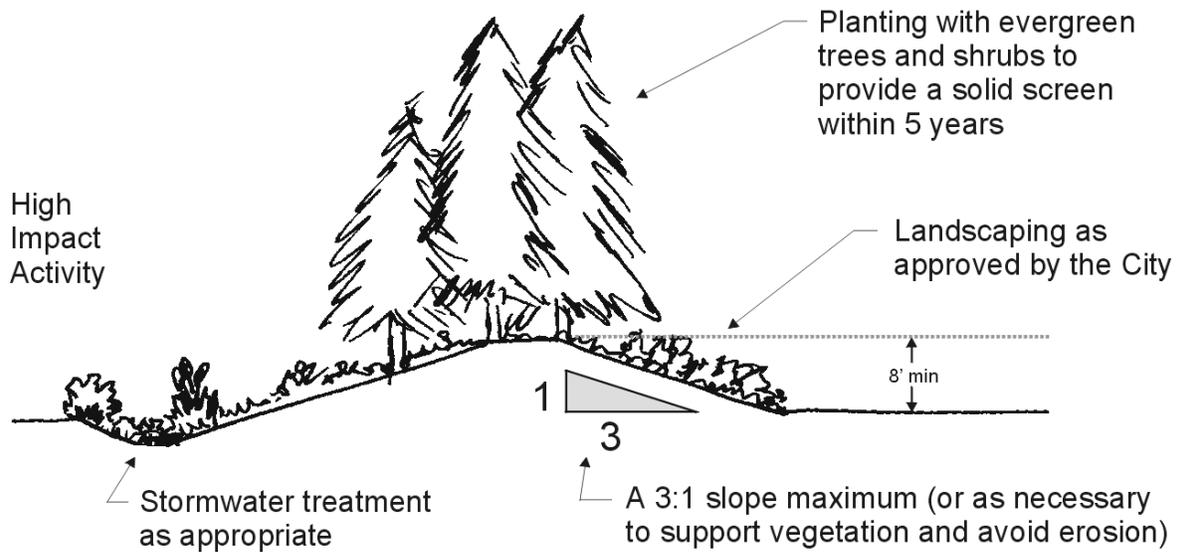


Figure 13: Screening high impact uses.

# CHAPTER 7:

## Signage and Lighting

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### A. Signs

#### Intent:

- To encourage signage that is both clear and of appropriate scale for the project.
- To enhance the visual qualities of signage through the use of complementary sizes, shapes, colors, and methods of illumination.
- To provide signage guidelines that meet commercial tenant needs.
- To provide a comprehensive sign program that creates consistent design criteria for the entire North Kelsey planning area.

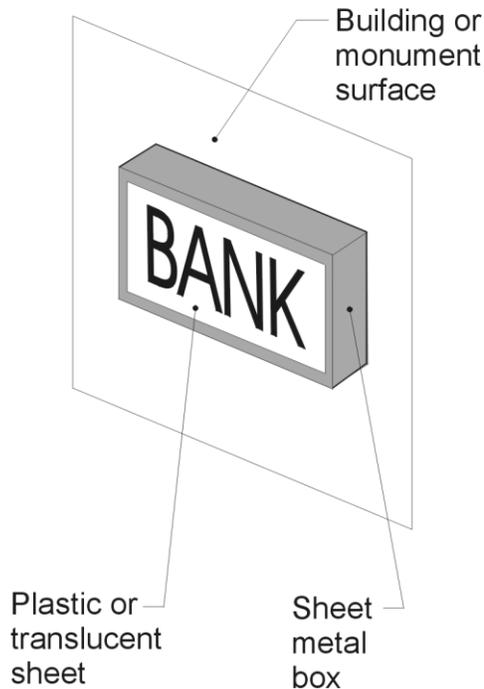
#### Guidelines:

##### 1. General Standards:

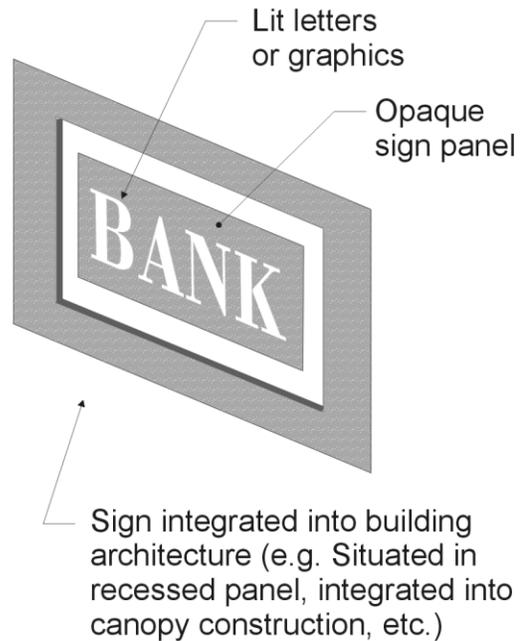
Types of signage fall into three categories: monument site entry signs, tenant signs (large and small), and public and directional signs.

- a. All signage must comply with the following guidelines:
  - Signage must be of high-quality design and materials, consistent with the design of the North Kelsey planning area.
  - Signs may be fabricated of mixed media, including metal reverse-illuminated letters, suspended neon letters, illuminate individual letters, or signs etched or cut out of solid material, such as wood or brass, and illuminated from behind.
  - Signage shall be consistent throughout the planned development area and always complement a building's character (e.g., walls signs should avoid covering building columns).
- b. Non-illuminated mixed-media, and other special mixed-media signs will be subject to approval by the City.
- c. Back-lit translucent awnings and/or awning signs are not permitted.
- d. Back-lit signs with letters or graphics on a plastic sheet (can signs) are not permitted. Generally, these signs are of low quality, easily broken, and not integrated into the building's architecture. However, back-lit letters or graphics that are part of a sign that is integrated into the building's architecture are permitted (see examples on the following pages).

**Typical “can signs”  
are not acceptable**



**Internally lit letters  
or graphics are acceptable**



*Figure 30: Appropriate and inappropriate signage.*

- e. The following signs and sign elements are prohibited:
- Pole-mounted signs.
  - Signs employing moving or flashing lights.
  - Signs employing exposed electrical conduits.
  - Visible ballast boxes or other equipment.
  - Signs with luminous plastic letters.
  - Audible or odor-producing signs.
  - Cardboard signs.
  - Roof-mounted and temporary-type signage, such as banners. (Note: Temporary signage for special occasions will be permitted, subject to City approval of both design and duration of display.)
  - Off-premises signs, except public directional and site identification signs.
- f. Cinemas and community centers may have changeable letter signage.

2. Public and Directional Signs:

a. *Placement:*

- (1) Public and directional signs may include directional signage and street name markers, pedestrian trail markers, project tenant directories, kiosks, theme elements, and miscellaneous exterior site signage. The design of these elements typically shall share consistent design patterns and express character of the North Kelsey planning project.
- (2) Directional signage shall be required to direct traffic to public parking.
- (3) Pedestrian trail/routes shall be identified.
- (4) Public and directional signs of the North Kelsey planned development area shall be coordinated throughout the site. Information and directional signage design must integrate with the various design areas.

b. *Maximum Size and Quantity Limitations:*

- (1) Parking lot signage for the planned development area shall be limited to one sign per entrance.
- (2) The size and areas of public directional signs shall be reviewed and approved by the City based on design quality, attractiveness and thematic, functional, and scale appropriateness.

3. Tenant Signs:

For purposes of these guidelines, ‘Tenants’ shall be considered those with less than 12,000 square feet of leasable area, and “Large Tenants” shall have a leasable area of 12,000 square feet and greater.

a. *Placement:*

- (1) Wall signs for retail shops shall be located in the storefront area above door height and below the canopy (typically 8 feet above the floor). Wall signage located at building focal points is an exception to this guideline.

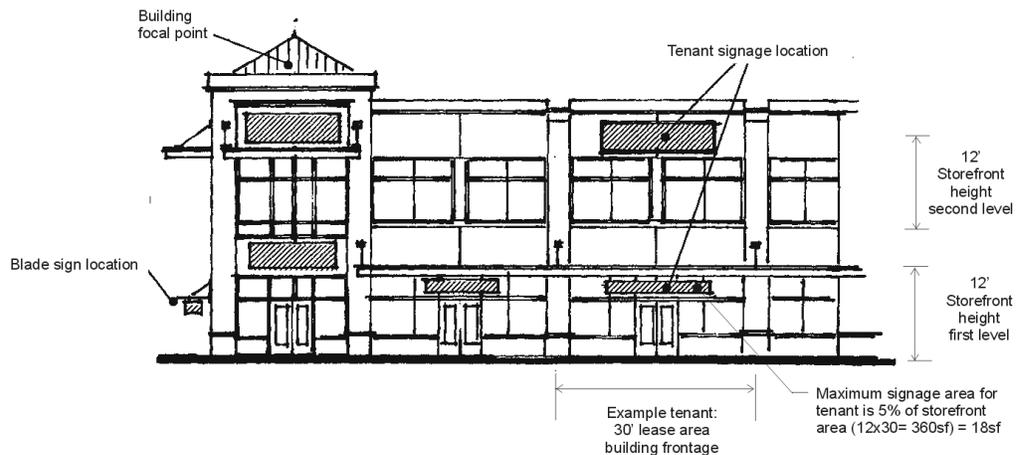


Figure 30: Sign design standards.

- (2) Signs shall be centered between architectural elements and between columns to allow building architecture to be expressed. Signs shall not necessarily be centered on leased premises.
- (3) Signs shall be compatible in scale and proportion with building design and other signs.
- (4) Blade signs, which hang from the canopy, arcade, or building front, may be utilized to increase visibility.
- (5) Upper-level tenants and large tenants may have signs located above the storefronts and below roof-line or cornices, subject to City approval, to accommodate signs visible from adjacent streets.
- (6) Service/secondary signage shall be allowed.
- (7) Signage within the planned development area shall be placed facing public plazas and/or streets. When tenants face two streets or a street and a plaza, signage is allowed on both facades. Each sign is calculated separately and shall conform to all applicable maximum area limitations. Calculated maximum areas are not transferable to other facades. Each tenant is allowed to place signage on no more than two facades.

b. *Size/Design:*

- (1) Office tenant signage maximum is 100 square feet. Approval shall be based on sign design quality, attractiveness, scale appropriateness, and compatibility with the building to which it is attached.
- (2) Letter height shall not exceed 18 inches. Larger first letters up to 24 inches will be permitted.
- (3) Length of the signs shall not be more than two-thirds of the overall leased façade area or less than 3 feet from the demising wall of the leased premises.
- (4) Wall-mounted signs shall not project more than 6 inches from the building.
- (5) Hanging blade signs shall not have an area of more than 3 square feet or exceed 2 inches in thickness. Blade sign area is not included in the signage area. The bottom of the sign should not be lower than 8 feet above ground.
- (6) Service/secondary signage maximum area is 2 square feet.

*Tenant Signage Requirements within the Planned Development Area:*

- Tenant signage calculations apply to tenants with *less* than 12,000 square feet of leasable area.
- Maximum signage area is calculated at 5 percent of storefront area.
- Maximum signage area shall not exceed 24 square feet in total area for any single storefront.
- Each street or plaza frontage is calculated separately.
- Maximum area calculation shall not transfer to other storefronts on other building elevations.

- “Storefront” refers to the first 12 feet above each tenant floor of lease area building frontage facing a street or plaza.

*Example: Storefront area dimensions: 12' x 30' = 360 SF.*

*Signage allowed: 360 SF x 5% = 18 SF*

Large tenant signage requirements:

- Tenant signage calculations apply to tenants with *more* than 12,000 square feet of leasable area.
- Maximum signage area is calculated at 5 percent of storefront area.
- Maximum signage area shall not exceed 200 square feet in total area for any single storefront.
- Each street or plaza frontage is calculated separately.
- Maximum area calculation shall not transfer to other storefronts on other building elevations.
- “Storefront” refers to the first 12 feet above each tenant floor of lease area building frontage facing a street or plaza.

*Example: Storefront area dimensions: 12' x 90' x 2 floors = 2,160 SF.*

*Signage allowed: 2,160 SF x 5% = 108 SF*

4. Monument Site Entry Signs for the Planned Development Area:

a. *Placement and Design:*

- (1) Monument Site Entry Signs may be located at major entries connecting to SR-2 and other streets connecting to the planned development area (also see Street Corners/Highly Visible Locations, Chapter 3).
- (2) Signs shall be designed to integrate with adjacent site landscaping.
- (3) Entry signs shall be unified by common design and graphic elements. It is encouraged that monument entry signs share design elements with the public and directional signs throughout the site.
- (4) Entry signs shall identify the North Kelsey planned development. No individual tenant names shall be identified.

b. *Maximum Size and Quantity Limitations:*

- (1) The maximum height and width shall be as approved by the City, with proposals reviewed for scale, design quality, attractiveness, and functional appropriateness for the North Kelsey planning area.

## B. Lighting

### Intent:

- To provide adequate lighting to ensure safety and security.
- To enhance and encourage evening activities.
- To provide a distinctive character to the area.

### Standards:

1. Sidewalks must average between 1 and 2 foot-candles. Primary Pathways must average between 2 and 4 foot-candles. The Focal Plaza, Shopping Corridor, and Pedestrian-Oriented Spaces within the Planned Development Area must be at least 2 foot-candles (also see Chapter 3). Parking areas must average at least 1 foot-candle. Parking lot pathways must be average at least 2 foot-candles.
2. The color of light should be considered in the lighting design. For example, metal halide is recommended for general usage at building exteriors, parking areas, and pedestrian courts as well as in streetlamps and for lighting street trees. Low-pressure sodium, which casts a yellow light, is not recommended except for streets and parking lots.
3. Uplighting on trees and provisions for seasonal lighting are encouraged.
4. All efforts to reduce glare into the North Kelsey planning area and surrounding community from street and parking area lights should be undertaken.
5. Accent lighting on architectural and landscape features is encouraged to add interest and focal points.
6. Pedestrian-scaled lighting is required within the planned development area along all streets and in all public plazas and courts. Pedestrian-scaled lighting fixtures are generally 12-14 feet and of a character complementary to the building architecture.
7. Parking area lighting shall not exceed 25 feet in height and shall be baffled to minimize glare and spillage into the surrounding community.

# Definitions

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*Articulation* – Articulation is design emphasis placed on a particular architectural feature by special details, materials, change in building plane (recessed or extended from building surface), contrast in materials, or decorative artwork.

*Blank Walls* - Walls subject to "blank wall" requirements meet the following criteria:

- Any wall or portion of a wall that has a surface area of 400 SF of vertical surface without a window, door, building modulation as defined below or other architectural feature (see figure below for measuring methods).
- Any ground level wall surface or section of a wall over 4' in height at ground level that is longer than 15' as measured horizontally without having a ground level window or door lying wholly or in part within that 15' section (see below).

*Human Scale* - The term "human scale" refers to the perceived size of a building relative to a human being. A building is considered to have "good human scale" if there is an expression of human activity or use that indicates the building's size. For example, traditionally sized doors, windows, and balconies are elements that respond to the size of the human body, so these elements in a building indicate a building's overall size.

*Modulation* - In the design guidelines, modulation is a stepping back or projecting forward of portions of a building face within specified intervals of building width and depth, as a means of breaking up the apparent bulk of a structure's continuous exterior walls.

*Pathways* – Refer to any pedestrian route other than a *sidewalk*.

*Pedestrian-Oriented* - Can be small to large widening of walking space, landscaped areas, areas for outdoor dining, or small play areas (see guidelines and requirements for *Pedestrian-Oriented Spaces* in Chapter 3).

*Sidewalks* - Refer to concrete pedestrian routes adjacent to public right-of-ways.

*Weather Protection* – Architectural features such as an awning, marquee, or canopy that protects pedestrians from rain and sunlight.

## MEMORANDUM

To: Community Development Department

From: Bob Bengford AICP, Partner

Date: September 15, 2020

**Re: MAKERS summary review of North Kelsey Development Plan  
Design Guidelines Update**

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**Commented [BB1]:** This September update just includes new sections on Chapters 6 and 7 (no changes to earlier sections/recommendations)

MAKERS was asked to assist the City in evaluating the existing design guidelines and proposed edits to the North Kelsey Design Guidelines based on the evolving context and goals for the project area and best practice for design standards and guidelines in the region. This memo includes detailed comments and suggestions of each section.

Discussion comments are written in *italics* throughout and we've provided comments in the column on numerous items. For the most part, suggested new text is tracked.

A review of Chapters 6 and 7 aren't included yet – the only comment thus far (from City) involves signs – to only comment on design elements. We will follow up with a Part II of our analysis to include those chapters as we have available time (and as required by the City's timeline.

## Chapter 1: Introduction

### A. Purpose

No comments or suggested changes.

### B. Intent

Staff's suggested edits are tracked in black. Our suggested adjustments are tracked in red. Italics

- ~~Fosters a vibrant~~**Provides a visible** and accessible ~~mixed-use residential and~~ district for the City of Monroe. The term "vibrant" seems more useful than simply "visible".
- Enhances ~~downtown~~ circulation for pedestrians and vehicles.
- ~~Connects and integrates other downtown activities.~~ While I can understand the reason for including this statement initially, it's not entirely clear what this means. Consequently, it doesn't add much value now.
- Accommodates retail, residential, office, and service development of various sizes and character as is appropriate for Monroe's small town character with design quality of the highest caliber.
- Enhances the town's identity as a regional attraction.

### C. Application of the Design Guidelines

The three paragraphs here combined with Figure 1 are confusing. We suggest adding a hatched or other clear pattern to delineate the "Planned Development Area" to clarify the boundaries of such area and better synch with suggested text edits below:

The design guidelines apply to all new construction in the North Kelsey Planning Area (Figure 1). Exceptions:

- ~~The sole exception to the guidelines involves interior remodels~~ interior remodels are exempt.
- All properties that are outside the planned development area (hatched area in Figure 1), but within the North Kelsey Planning Area are only subject to Chapters 5 through 7 of these Design Guidelines. ~~This includes the privately owned parcels within the outlined area. Last sentence isn't necessary.~~

The guidelines are intended to supplement other requirements in the Monroe Municipal Code. Where the guidelines and zoning ordinance standards conflict, the City shall determine which regulation applies.

~~All properties that are outside the development area, but within the North Kelsey Planning Area are subject to Chapters 5 through 7 of these Design Guidelines. This includes the privately owned parcels within the outlined area. Text moved up to second bullet.~~

~~The specific planned development area is comprised of properties as reflected in Figure 1, Applicable Properties. This is duplicative.~~

#### D. Interpreting the Design Guidelines

MAKERS has adjusted our recommended approach to crafting guidelines since the adoption of the original document. We advocate for provisions that provide the right combination of both predictability and flexibility by:

- Including clear minimum “standards”
- Offering multiple ways to meet the standards (in some, but not all cases)
- Offering strategic departures – or alternative ways of meeting the certain (but not all) standards provided such designs meet the intent of the standard and any special departure criteria that may be provided.

By integrating provisions of flexibility with these standards, we can still collectively refer to the provisions in the document “guidelines”. However, to reduce confusion, we tend to now simply use the phrase “design standards” over “design guidelines” when crafting new provisions, except for provisions that are reviewed by a specialized “design review board” composed of appointed citizens that have some expertise in the design and development fields.

The current guidelines allow applicants to depart or vary from ANY provision. This allows a lot of flexibility for the applicant, but creates the potential to water down the provisions and could facilitate numerous negotiation challenges for the City (and greater potential for inconsistent application of the guidelines). By making the departures “strategic”, this arrangement offers greater predictability to all involved.

On the other hand, if the City feels that this current and more flexible approach is working well, then we’d suggest keeping the language as is – and simply focus on the details of the guidelines and perhaps add special criteria for approving alternative approaches to the most critical guidelines.

Below is alternative text for this section emphasizing our suggested new approach:

The guidelines herein include the following elements:

- A. Intent statements, which are overarching objectives.
- B. Required provisions use words such as “must” and “is/are required”.
- C. Voluntary provisions use words such as “should” or “is/are recommended,” signifying voluntary measures.
- D. Departures are provided for specific provisions. They allow alternative designs provided the City determines the design meets the intent of the guidelines and other applicable criteria.
- E. This division contains some specific guidelines that are easily quantifiable, while others provide a level of discretion in how they are complied with. In the latter case, the applicant must demonstrate to the City, in writing, how the project meets the intent of the standard(s).

#### E. Review Process

No new suggestions.

## Chapter 2: Site Configuration

Since the street network has been completed here, much of the content in this chapter is no longer necessary. Here's some suggested changes for consideration (replace current content with the following):

The development must address the following principles.

1. Locate and design buildings to create a distinctive pedestrian-friendly environment along Tjerne Place (add cross-reference). This is critical to the long term success of this area – particularly in setting the tone for what could happen in the future on the south side of the road.
2. Utilize the curves in Tjerne Place to add a sense of drama to the development via building siting, massing, and detailing plus special streetscape and landscaping design. Figure 2 below illustrates examples of how this can be accomplished. This is a unique opportunity given the shape and delineation of Tjerne Place – and is not addressed in the existing guidelines.
3. Locate and design parking to maximize opportunities for shared parking. This statement simplifies the existing language.

The project proponent must demonstrate that the overall site layout and circulation system design accomplishes these goals-principles to the City's satisfaction. This statement still works well. It just needs some consistency updates.



Figure 2. Example site plan (left image) emphasizing building locations to create a distinctive pedestrian-friendly environment along Tjerne Place. Note the curve of the buildings colored gold to hug Tjerne Place, helping to create a sense of drama. Also, the turrets illustrated in the sketch on the right add drama to the site and provide signage opportunities for tenants.

## Chapter 3: Site Planning

### A. ~~Public~~ Open Space

Since the uses here now include residential development, we'd suggest that this section address both public and private open space. Otherwise, the current language in this section doesn't add all that much of value. We'd suggest that commercial development include a base minimum amount of pedestrian-oriented space and include some design standards for the design of that space. The text below is a suggested complete update of the existing provisions.

#### Intent:

- To provide pedestrian-oriented spaces in commercial areas that enhance the employees' and public's opportunity for active and passive activities, such as dining, resting, people watching, and recreational activities.
- To enhance the development character and attractiveness of commercial development.
- To create open space that contributes to the residential setting.
- To create useable open spaces for residents' leisure, play, exercise, and socializing.

#### Guidelines:

1. Pedestrian-oriented space for non-residential development. New developments with non-residential must provide pedestrian-oriented space (see subsection A.2 below) equal to at least five-percent of the non-residential floor area. Portions of sidewalks that are wider than 12-feet and which meet the guidelines of pedestrian-oriented open space may be counted toward this requirement.

DEPARTURE: Open space area may be reduced to 2-1/2-percent of the non-residential floor area if the City finds the project includes exceptional design features and elements that meet the intent of the guidelines. This includes open spaces that feature a combination of design (site materials, amenities, and configuration) and location/context that clearly exceed typical plaza designs found in the region.

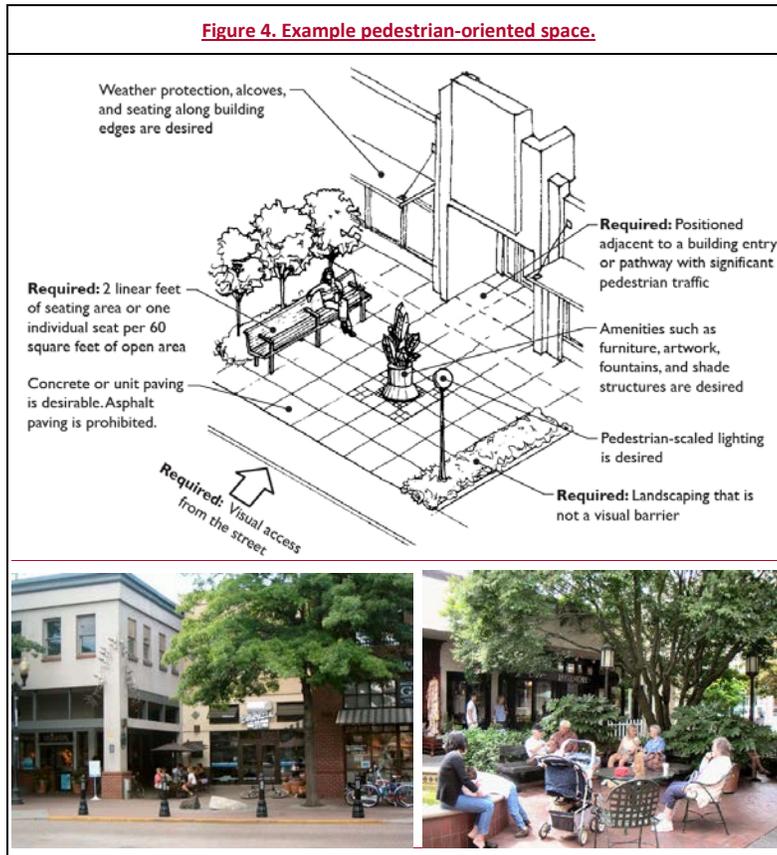
Figure 3. Example of site development integrating the required pedestrian-oriented space.

TO ADD SITE PLAN ILLUSTRATING A BUILDING MEETING THE APPLICABLE 5% PED SPACE REQUIREMENT.

2. Pedestrian-oriented open space design criteria. This subsection describes the requirements and desired characteristics of pedestrian oriented open space.
  - a. Required pedestrian-oriented open space features.
    - i. Visual and pedestrian access into the site from a street, private access road, or non-vehicular courtyard.

- ii. Paved walking surfaces of either concrete or approved unit paving. Form-in-place pervious concrete paving is allowed.
  - iii. Lighting must conform to MMC Chapter 15.15.
  - iv. The spaces must be located in or adjacent to areas with significant pedestrian traffic to provide interest and security, such as adjacent to or visible from a building entry.
  - v. At least two-feet of seating area (a bench or ledge at least 16-inches deep and appropriate seating height) or one individual seat per 60-square-feet of plaza area or open space.
  - vi. Landscaping components that add visual interest and do not act as a visual barrier. This could include planting beds, raised planters, and/or potted plants, or both.
- b. Desirable pedestrian-oriented open space features:
- i. Pedestrian amenities, such as site furniture, artwork, drinking fountains, shade structures kiosks, or other similar features.
  - ii. Adjacent buildings with transparent windows and doors covering at least 50-percent of the façade between 30-inches and ten-feet above the ground level.
  - iii. Pedestrian weather protection, alcoves, seating, or other features along building edges to allow for outdoor gathering.
  - iv. Pedestrian-oriented open spaces may include LID BMPs, like rain gardens, in up to 25-percent of the required open space.
- c. Features prohibited within a pedestrian-oriented open space:
- i. Asphalt pavement.
  - ii. Adjacent service areas (e.g., trash areas, loading docks) that are not separated with landscaping, as required by \_\_\_\_\_.
  - iii. Adjacent chain-link fences.
  - iv. Adjacent "blank walls" without "blank wall treatment" (see \_\_\_\_\_).
  - v. Outdoor storage.

**Figure 4. Example pedestrian-oriented space.**



**3. Multifamily open space. Developments including multifamily units must provide on-site recreation space that meets the provisions of MMC 22.42.070(G) plus the following supplemental design provisions.**

**Common open space. At least 50-percent of the required on-site recreation space must meet the following common open space provisions. Common open space refers to open spaces that are accessible to all tenants of a development, but may not be accessible to the general public. Common open spaces can include landscaped courtyards or upper level/rooftop decks, entrance plazas, gardens with walkways, children's play areas, pools, and water features. Accessible areas with native vegetation and areas used for storm water**

retention, infiltration, or other multipurpose recreational and/or green spaces that meet the design criteria herein may qualify as common open space.

- a. Common open space must be located in centralized areas that are visible from tenants within the development (rooftop decks meeting the provisions below are an exception).
- b. Required setback areas must not count as common open space unless the design of the space meets the guidelines herein.
- c. Common open space must feature paths or walkable lawns, landscaping, seating, lighting, and play structures, sports courts, or other pedestrian amenities to make the area more functional and enjoyable for a range of users.
- d. Common open space must be separated from ground level windows, streets, service areas and parking lots with landscaping, fencing, and/or other acceptable treatments that enhance safety and privacy for both the shared open space and dwelling units.
- e. When possible, the space should be oriented to receive sunlight, facing east, west or preferably south. Provisions for shade, however, must also be integrated in spaces that will be exposed to extensive sunlight.
- f. Stairways and service elements located within or on the edge of shared open space must not be included in the open space calculations.
- g. Shared porches may qualify as shared open space, provided they are at least eight-feet in depth and 96-square-feet in total area.
- h. The space must be accessible to all residents of the development.
- i. LID BMPs, like rain gardens, may be integrated into the design of the space and may occupy up to 25-percent of the required common open space.

**Figure 5. Example common open space.**



Image A includes a common green area and separate fenced off-leash dog area (background to the right). Image B is a courtyard with includes pathways, seating areas, landscaped beds, and semi-private spaces for adjacent ground level units.



Image C includes a covered gathering space with outdoor grills adjacent to a landscaped commons with a central pathway. Image D includes a landscaped plaza with multiple seating areas and an outdoor fireplace.

**B. Building Location & Orientation**

**Intent:** No comments or suggested changes.

**Guidelines:** Suggest a complete update of this section to enhance and clarify provisions:

The building location and orientation guidelines herein are intended to create a pedestrian-friendly environment that encourages the development of active storefronts directly adjacent to the sidewalk, but allows some flexibility to the setback and design of facades. Generally, the closer a façade is to a sidewalk, the more stringent the design provisions. For example, facades directly adjacent to a sidewalk must meet strict storefront design guidelines. A façade setback 15-feet from a sidewalk, however, will have reduced window transparency requirements, provided landscaping and other design features are included to mitigate the impact of any blank walls and enhance the streetscape. A similar approach applies to other visible facades; the closer a walkway is to an internal pathway or other paved area, the more stringent the standards will be for the façade design (most notably transparency). Departure provisions are included to allow additional design flexibility provided the applicant can successfully demonstrate that alternative design treatments meet the intent of the guidelines and any additional design criteria.

I. Storefront design. Buildings may be located directly adjacent to a sidewalk or internal pathway provided they meet the storefront guidelines in Table B-I below.

**Commented [BB2]:** Emphasizing its “optional” not required!

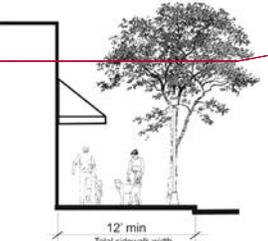
<b>Table B-I. Storefront Design.</b>		
The ↻ symbol refers to DEPARTURE opportunities. See special departure criteria in the right column.		
<b>Element</b>	<b>Standards</b>	<b>Examples &amp; Departure Criteria</b>
<b>Ground level</b>		
<u>Land use</u>	Non-residential uses specified in MMC Table 22.26.040 are required except for lobbies and common areas associated with residential uses on upper floors.	
<u>Floor to ceiling height</u>	13' minimum to ensure that the space is viable and attractive for a wide range of non-residential users	
<u>Non-residential space depth</u>	40' minimum average for uses facing Tjerne Place ↻ and 20' elsewhere. Again, the purpose is to ensure that such spaces are viable and flexible to a wide range of non-residential users.	
<b>Building entrances</b>	Primary building entrances must face the street or internal pathway. For corner buildings, primary entrances may face the street corner.	

**Commented [BB3]:** I've seen this go up to 15' but 13' seems reasonable here for a minimum.

**Commented [BB4]:** Again – trying to create viable and flexible space. The “average” dimension is important – as portions of the space may need to be smaller to fit other building/program elements in. We've added a departure option that allows some negotiation – and the city's ability to say no if they feel proposal doesn't meet the purpose.

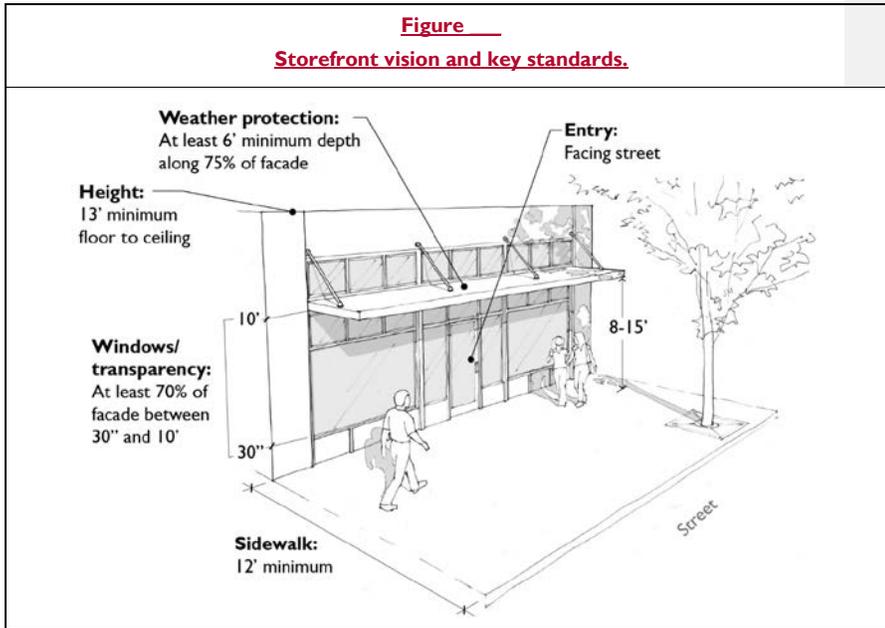
**Table B-1.  
 Storefront Design.**

The ↻ symbol refers to DEPARTURE opportunities. See special departure criteria in the right column.

Element	Standards	Examples & Departure Criteria
<b>Façade transparency</b>	At least 70% of the transparency zone (between 30"-10' above sidewalk/pathway grade). ↻ Ground-level window area for storefronts and other non-residential uses that is covered, frosted, or perforated in any manner that obscures visibility into the building must not count as transparent window area. Also, mirrored glass and highly-reflective or darkly-tinted windows must not be counted as transparent windows.	Departure criteria: Alternative designs must provide strong visual interest to the pedestrian and mitigate the impacts of any blank walls. No less than 40% transparency will be considered.
<b>Weather protection</b>	Weather protection over the sidewalk/pathway is required along at least 75% of the storefront façade, and it must be a minimum of 6' deep and have 8' to 15' of vertical clearance. ↻ Weather protection must not interfere with street trees, street lights, street signs, or extend beyond the edge of the sidewalk.	Departure criteria: Alternative design treatments must provide equivalent weather protection benefits.
<b>Sidewalk/pathway width</b>	12' minimum between the curb edge and the storefront façade (including clear/buffer zone with street trees). Setbacks and utility easements must also be considered and may result in a larger minimum sidewalk width.	 <p>12' min Total sidewalk width</p>

**Commented [BB5]:** We've also used a minimum "average" of 5 or 6 feet – which allows some flexibility with design.

**Commented [BB6]:** If sidewalk standards for street/frontage are less, they will just need to set building back a little to help comply. Upper floors could cantilever to ROW or other minimum walkway width. We can add a provision on that if needed to clarify (cantilevering).



**2. Other non-residential building frontages.**

**Table B-2.**  
**Design of Other Non-Residential Building Frontages.**

The ☺ symbol refers to DEPARTURE opportunities. See special criteria set forth in the right column.

Element	Standards	Examples & Departure Criteria
<b>Ground level</b>		
<u>Land use</u>	See the uses specified in in MMC Table 22.26.040.	
<b>Building entrances</b>	Buildings facing Tjerne Place must feature a public building entry visible from Tjerne Place.	
<b>Façade transparency</b>	Buildings within 10' of a sidewalk on Tjerne Place or within 5' of an internal pathway must feature at least 40% transparency within the transparency zone. ☺	The transparency zone is between 30" and 8' above sidewalk/internal pathway grade.

**Commented [BB7]:** I'm sure the tire store would go for this approach.

**Commented [BB8]:** Emphasis on "visible" . Doesn't have to be on that Tjerne Place façade.

**Commented [BB9]:** Provisions here allow some flexibility for tire store depending on setback from sidewalk. I've seen plenty of Les Schwabs that would meet this.

**Table B-2.**  
**Design of Other Non-Residential Building Frontages.**

The ☞ symbol refers to DEPARTURE opportunities. See special criteria set forth in the right column.

Element	Standards	Examples & Departure Criteria
	Buildings within 20' of sidewalk or 10' of an internal pathway must feature at least 25% transparency within the transparency zone. ☞ Ground-level window area for storefronts and other non-residential uses that is covered, frosted, or perforated in any manner that obscures visibility into the building must not count as transparent window area. Also, mirrored glass and highly-reflective or darkly-tinted windows must not be counted as transparent windows.	Departure criteria: Alternative designs must provide strong visual interest to the pedestrian and mitigate the impacts of any blank walls. No less than 50% reduction in required transparency will be considered.
<b>Weather protection</b>	Weather protection at least 5' deep is required over the full width of all public building entries. Such weather protection must have 8' to 15' of vertical clearance.	Departure criteria: Alternative design treatments must provide equivalent weather protection benefits.

**Commented [BB7]:** I'm sure the tire store would go for this approach.

3. Residential building frontages, where permitted.

**Table B-3.**  
**Design of Residential Building Frontages.**

The ☞ symbol refers to DEPARTURE opportunities. See special criteria set forth in the Standards column as noted.

Element	Standards
<b>Direct access</b>	For buildings within 10-feet of a Tjerne Place sidewalk or within 5-feet of an internal pathway, ground level dwelling units must all have individual ground-related entries accessible to those elements.
<b>Building/dwelling unit setback and elevation</b>	Provide privacy for people living in the adjacent dwelling units through all of the following measures: <ul style="list-style-type: none"> <li>• Minimum setback: 10' ☞ (measured from the edge of the walkway or common open space to the building). Departures will be considered for setbacks to be reduced as low as 5' provided the design meets the provisions below, enhances residents' privacy and enhances the design of the streetscape for pedestrians.</li> <li>• Where the façade is within 10' of a sidewalk or internal pathway, all the following design features must be integrated to help to improve privacy and enhance their relationship to the public or semi-public realm:                         <ul style="list-style-type: none"> <li>○ The ground level of adjacent residential units must be raised above the sidewalk grade by an average of 30-inches.</li> </ul> </li> </ul>

<b>Table B-3. Design of Residential Building Frontages.</b>	
<i>The ↻ symbol refers to DEPARTURE opportunities. See special criteria set forth in the Standards column as noted.</i>	
<b>Element</b>	<b>Standards</b>
	<ul style="list-style-type: none"> <li>○ Provide a physical “threshold” feature such as a hedge, retaining wall, rockery, stair, gate, railing, or a combination of such elements on private property that defines and bridges the boundary between public right of way and the dwelling unit.</li> <li>○ Landscaping planters must be integrated into the setback area between the dwelling unit and the adjacent sidewalk or internal pathway.</li> </ul>

4. Building and parking lot locations along Tjerne Place. Parking lots are limited to a maximum of 50-percent of Tjerne Place street frontage (north side only). Internal access streets do not qualify as a parking lot for the purposes of this guideline. Figure 6 below illustrates an example development configuration that meets this provision (and what qualifies as a parking lot). DEPARTURES will be considered provided buildings occupy no less than 35-percent of the street frontage and there must be an acceptable tradeoff in terms of the amount and quality of building frontage and enhanced design of parking lot buffer treatment (design must go well beyond minimum landscape buffer requirements, for example)

**Commented [BB10]:** Should be workable for tire store – just can't have it set back off of street with parking and service bays in front.

**Figure 6. Example building configuration that meets Tjerne Place building frontage provisions.**



NOTE: TO ADD CLARIFYING NOTES REGARDING WHAT COUNTS AS A PARKING LOT AND WHAT DOESN'T. I'M THINKING THE THREE ACCESS DRIVES OFF TJERNE PLACE WON'T COUNT – THOUGH I COULD BE CONVINCED OTHERWISE!

### C. Parking Areas

**Intent:** Suggested changes are consistent with Staff's edits:

- ~~To provide convenient parking areas that encourage people to leave their cars and walk throughout the North Kelsey Planning Area.~~
- ~~To provide more flexibility in the design of the development by relaxing existing City parking standards.~~
- To provide parking areas that do not diminish pedestrian and visual qualities of the site.
- To maintain the built street edge through effective screening of all parking lots.
- ~~To minimize the impacts of driveways.~~
- To provide safe pedestrian access through parking lots.
- To provide landscaping elements within and around parking lots to mitigate the visual impacts of parking lots, provide shade and environmental benefits, and enhance the character of development.

**Intent:** Suggested changes are consistent with Staff's edits (no other changes other than what's shown):

- ~~2. Parking requirements for retail uses shall be relaxed to 1 space per 250 square feet of gross floor area. The City may consider special provisions for joint use of parking when two activities are less likely to occur simultaneously (e.g. office uses and entertainment facilities).~~
4. Pathways through parking lots should be provided. Pathways and crosswalks should be provided along every fourth parking isle or at intervals of less than 150 feet. Pathways through parking areas should be separated from vehicle parking and travel lanes by use of contrasting surface materials, which may be raised above the level of the vehicular surface. Parking area pathways should be at least 4-5 feet in width.

### ~~E. Street Corners/Highly Visible Locations~~

~~Given what's been developed already and suggested changes above, we agree with staff that this section probably is no longer necessary. Delete entire section E.~~

## Chapter 4: Circulation

### A. Sidewalks and Pathways

Suggested *changes* and comments are below.

3. Acceptable sidewalk widths may range from 4-5 to 12 feet depending on adjacent uses and anticipated pedestrian activity. Sidewalks along major connector routes such as North Kelsey Street or Chain Lake Road should be at least 8 feet in width to accommodate two couples passing each other.
6. Pathways that provide key access to other key sites are termed "Primary Pathways." Primary pathway surfaces should be at least 15 feet in width to accommodate fire apparatus access and groups of people.

Also, Figure 7 might be clarified whether it's a requirement or "example" as shown?



Figure 7. Example pedestrian network for the North Kelsey Planned Development Area.

### B. Bicycle Circulation and Amenities

We agree with staff's suggestion to delete the following two items below, though adjustments and clarifications are warranted.

- I. Safe bicycle access should be provided within each public right-of-way developed within the North Kelsey planning area. The City will consider the following options:
  - a. ~~Bike Lanes. Standard bike lanes are 5 feet in width. This is the preferred option for Chain Lake Road (where there is sufficient right-of-way width) since bicycle lanes would connect with planned bicycle lanes north of the site.~~
  - b. ~~Wide Curb Lanes. This involves 14 foot travel lanes rather than the standard 11 or 12 foot lanes so cyclists can safely share the road with vehicles. Although such wide curb lanes are often striped, they are not signed or officially designated as bike lanes. With limited space, this is often the most effective way to provide safe bicycle access.~~
  - c. Multi-Use Pathway. This combines bicycle and pedestrian access on an asphalt pathway separated from the roadway. Ideally, such a multi-purpose pathway should be 12 to 14 feet in width. Where space and use are expected to be limited, an 8-foot wide pathway (with center striping) may be acceptable. Pathway design should ensure adequate site distance.

**Commented [BB11]:** It appears that these sidewalks are already built?

**Commented [BB12]:** Is there a particular reason that we chose 15-feet here? Even the secondary pathway width seems...ambitious. Maybe it's a carryover to the original North Kelsey concept?

**Commented [BB13]:** Again – it appears all the major roads here are completed. But with retaining "c" below is the thought that the sidewalk on the north side of Tjerne Place could be upgraded to this 12-14' pathway?

Either way – we'll need to adjust the language here.

## Chapter 5: Architectural/Building Design

### A. Architectural Concept

Guidelines: *Suggested changes are consistent with Staff's edits:*

- I. The buildings proposed for the North Kelsey planned development area should be based on a comprehensive architectural concept that achieves the intent statements above. Specifically, the design of the specific buildings should address:
  - Pedestrian interest and comfort along the perimeter of open spaces and pedestrian connections.
  - For large buildings (over 3-stories or more than 20,000 square feet), integrating modulated elements that create a composition, reduce the perceived scale of the building, and add visual interest.
  - Articulating visible facades of all buildings to reduce the perceived scale of buildings, integrate human-scaled design elements, and add depth and richness to facades. Building massing and elements relative a human body.
  - The perceived massing of the building relative to nearby structures, open spaces, and landscape elements.
  - Monroe's architectural and cultural setting.
  - The variety of sequential experiences and design characters within the site.

While the individual design guidelines in this section address some of these issues specifically, the intent of this guideline is to encourage the designers to consider how the various aspects of the design work together. Applicants should be prepared to demonstrate how the proposed buildings respond to the intent statements. The City will review applicants' proposals and determine whether or not they meet the intent.

### B. ~~Human/Pedestrian Scale~~ Building Massing & Articulation

*As implied by staff, we suggest a complete revision of this section to address key massing issues while allowing options. Language to consider:*

#### Intent.

- To employ façade articulation techniques that reduce the perceived scale of large buildings and add visual interest from all observable scales.
- To create clear and welcoming building entries.

#### Guidelines.

- I. All buildings must include façade articulation features at designated maximum intervals to create a human-scaled pattern. This guideline applies to all building elevations facing streets, internal pathways, and parking lots.
  - a. The maximum horizontal length of intervals:
    - i. Residential, multi-tenant retail and shell commercial buildings: 30 feet.
    - ii. Single-tenant commercial buildings and office buildings: 50 feet.

**Commented [BB14]:** The below provisions are clear, predictable, and battle tested. Very important. The departure provision allows some flexibility – but city has power to say no.

**Commented [BB15]:** Consider tire store context implications re location/design. Where façade where service bays face will have a harder time meeting this - so we'll want to think about it. May be good to look at some other tire store examples on google earth and provide suggested layouts.

- b. At least three of the following articulation features must be employed in compliance with maximum interval guidelines above:
  - i. Use of windows and/or entries.
  - ii. Use of weather protection features.
  - iii. Use of vertical piers/columns (applies to all floors of the façade, any excluding upper level stepbacks).
  - iv. Change in roofline per subsection B.4 below.
  - v. Change in building material, siding style, and/or window pattern (applies to all floors of the façade, excluding any upper level stepbacks).
  - vi. Vertical elements such as a trellis with plants, green wall, art element that meet the intent of the standard.
  - vii. Providing vertical building modulation of at least 12-inches in depth if tied to a change in roofline per subsection B.4 below or a change in building material, siding style, or color. Balconies may be used to qualify for this option if they are recessed or projected from the façade by at least 18-inches. Juliet balconies or other balconies that appear to be tacked on to the façade will not qualify for this option unless they employ high quality materials and effectively meet the intent of the guidelines.
  - viii. Other design techniques that effectively reinforce a pattern of small facades compatible with the building's surrounding context.

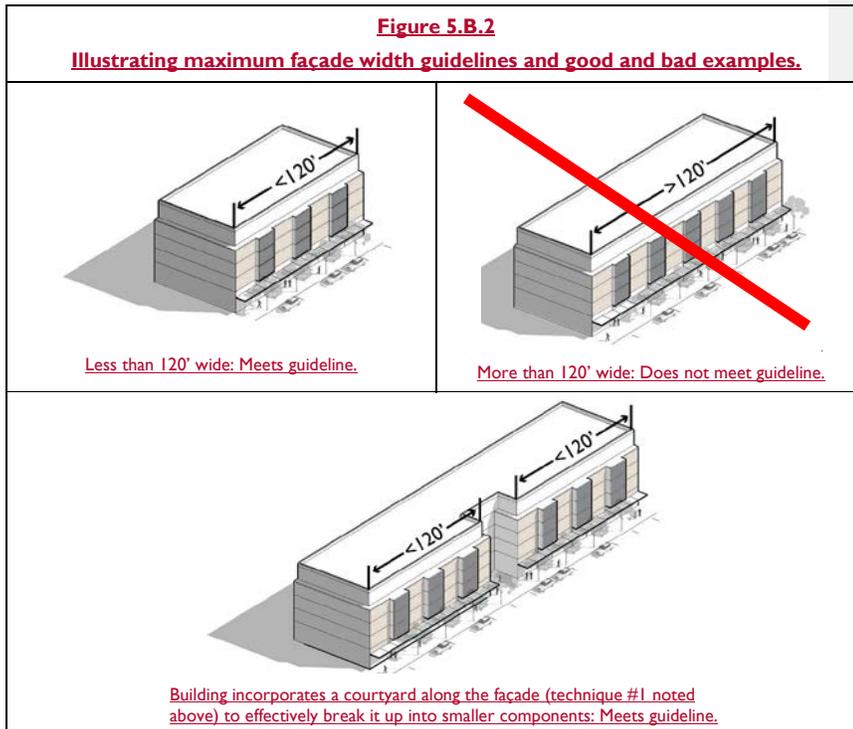
DEPARTURES will be considered on the number and/or type of articulation treatment provided they meet the intent of the guidelines and the design criteria below in subsection B.3. For example, a departure may propose a design with only two articulation features instead of three or the articulation features exceed the maximum articulation interval.

- 2. Maximum façade width Buildings containing one or more visible building elevations wider than 120-feet must include at least one of the following features to break up the massing of the building and add visual interest. This guideline applies to all building elevations facing streets, internal pathways, and parking lots.

- a. Provide vertical building modulation at least six-feet deep and 15-feet wide. For multi-story buildings, the modulation must extend through at least one-half of the building floors.
- b. Use of a contrasting vertical modulated design component featuring all of the following:
  - i. Utilizes a change in building materials that effectively contrast from the rest of the façade.
  - ii. Component is modulated vertically from the rest of the façade by an average of six-inches.
- c. Façade employs building walls with contrasting articulation that make it appear like multiple distinct buildings. To qualify for this option, these contrasting façades must employ all of the following:

**Commented [BB16]:** Very important tool – just look at the bad examples illustrated below to see what could happen without such tools.

- i. Different building materials and/or configuration of building materials.
- ii. Contrasting window design (sizes or configurations).
- d. Elevations with prominent bend or curve at least 25-degrees, so that no one straight segment exceeded 120-feet.



**Figure 5.B.2**

**Illustrating maximum façade width guidelines and good and bad examples.**



Building A includes significant façade modulation combined with a corresponding roofline change to break up the building's perceived massing. Building B uses a substantial setback after the second floor and a noticeable change in fenestration pattern to help break up the massing.



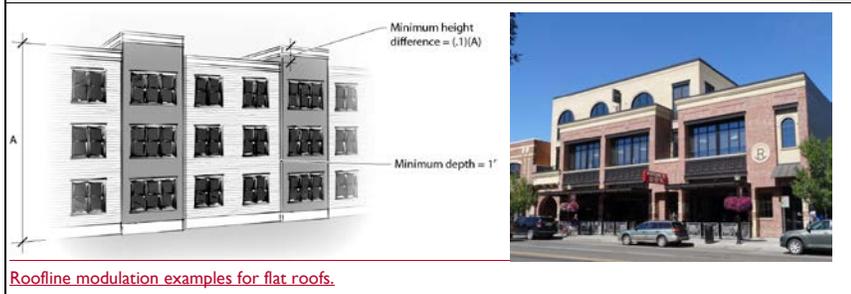
Building C uses smaller scale articulation treatments, but when viewed from a distance they fail to effectively break up the larger scale massing of the structure. In building D, the white modulated component helps, but the predominant flat façade and roofline shown here would not meet the intent of these design guidelines.

3. DEPARTURES to Guidelines 1 and 2 above will be considered provided they meet the intent of the guidelines and the design criteria below. For example, a departure to Guideline B.1 may propose a design with only two articulation features instead of three or the articulation features exceed the maximum articulation interval.
- a. Consider the type and width of the proposed articulation/massing treatment and how effective it is in meeting the intent given the building's context.
  - b. Consider the visibility of the façade. Less prominent side elevations warrant more flexibility than Tjerne Place frontages.

**Commented [BB17]:** These departure options are important – as its very hard to write prescriptive options for addressing these – the above are the most obvious ways – but there are so many creative ways that you can address this. The extra criteria language should help. If necessary we can include good examples of such departures.

- c. Consider the size and width of the building. Smaller buildings warrant greater flexibility than larger buildings.
  - d. For Guideline B.1, consider the quality of façade materials in concert with doors, windows, and other façade features and their ability to add visual interest to the street or internal site context from a pedestrian scale and more distant observable scales.
  - 4. Roofline modulation. Roofline modulation is not required on all buildings. However, it can be used as one of the façade articulation features in Guideline B.1 above. In order to qualify as an articulation feature, rooflines must employ one or more of the following:
    - a. For flat roofs or façades with horizontal eave, fascia, or parapet, the minimum vertical dimension of roofline modulation is the greater of two-feet or 0.1 multiplied by the wall height (finish grade to top of the wall) when combined with vertical building modulation techniques described in subsections above. Otherwise, the minimum vertical dimension of roofline modulation is the greater of four-feet or 0.2 multiplied by the wall height.
    - b. A pitched roofline or gabled roofline segment of at least 20-feet in width. Buildings with pitched roofs must include a minimum slope of 5:12 and feature modulated roofline components at the interval required per the applicable standard above.
    - c. A combination of the above.
- DEPARTURES will be considered provided the roofline modulation design effectively reduces the perceived scale of the building and adds visual interest.

**Figure 5.B.4**  
**Acceptable examples of roofline modulation.**



**Figure 5.B.4**

**Acceptable examples of roofline modulation.**



The left building illustrates a pitched roof example and the right building includes a combination of flat and gabled rooflines.

**C. Architectural Elements**

We suggest a complete revision of this section as well – to include enhanced and more predictable provisions integrating design details and up to date building materials guidelines. Suggested new language:

I. Detail integration. All non-residential and mixed-use buildings must be enhanced with appropriate details. This standard applies to applicable building facades and other building elevations facing parks and containing primary building entrances. Such buildings must employ at least one detail element from each of the three categories below for each facade articulation interval (see subsection B.I above). For example, a building with 120-feet of lot frontage with a facade articulated at 30-foot intervals will need to meet the guidelines for each of the four facade segments below.

a. Window and/or entry treatment, such as:

- i. Display windows divided into a grid of multiple panes.
- ii. Transom windows.
- iii. Roll-up windows/doors.
- iv. Other distinctive window treatment that meets the intent of the guidelines.
- v. Recessed entry.
- vi. Decorative door.
- vii. Other decorative or specially designed entry treatment that meets the intent of the guidelines.

**Commented [BB18]:** Integrates a toolbox approach – a good balance of predictability and flexibility – ensures that some desirable details will be integrated into non-residential facades – particularly on the ground floor.

**Figure 5.C.1.a**

**Window and/or entry treatment examples.**

*TO ADD GOOD PHOTO EXAMPLES OF WINDOW AND/OR ENTRY TREATMENT EXAMPLES*

- b. Building elements and façade details, such as:
  - i. Custom-designed weather protection element such as a steel canopy, cloth awning, or retractable awning.
  - ii. Decorative building-mounted light fixtures.
  - iii. Bay windows, trellises, towers, and similar elements.
  - iv. Decorative, custom hanging sign(s) (option only available for building remodels).
  - v. Other details or elements that meet the intent of these guidelines.

**Figure 5.C.1.b**

**Building elements and façade details examples.**

*TO ADD GOOD PHOTO EXAMPLES OF BUILDING ELEMENTS AND FAÇADE DETAILS EXAMPLES*

- c. Building materials and other façade elements, such as:
  - i. Use of decorative building materials/use of building materials. Examples include decorative use of brick, tile, or stonework.
  - ii. Artwork on building (such as a mural) or bas-relief sculpture.
  - iii. Decorative kick-plate, pilaster, base panel, or other similar feature.
  - iv. Hand-crafted material, such as special wrought iron or carved wood.
  - v. Other details that meet the intent of the guidelines.

**Figure 5.C.1.c**

**Building materials and other façade element examples.**

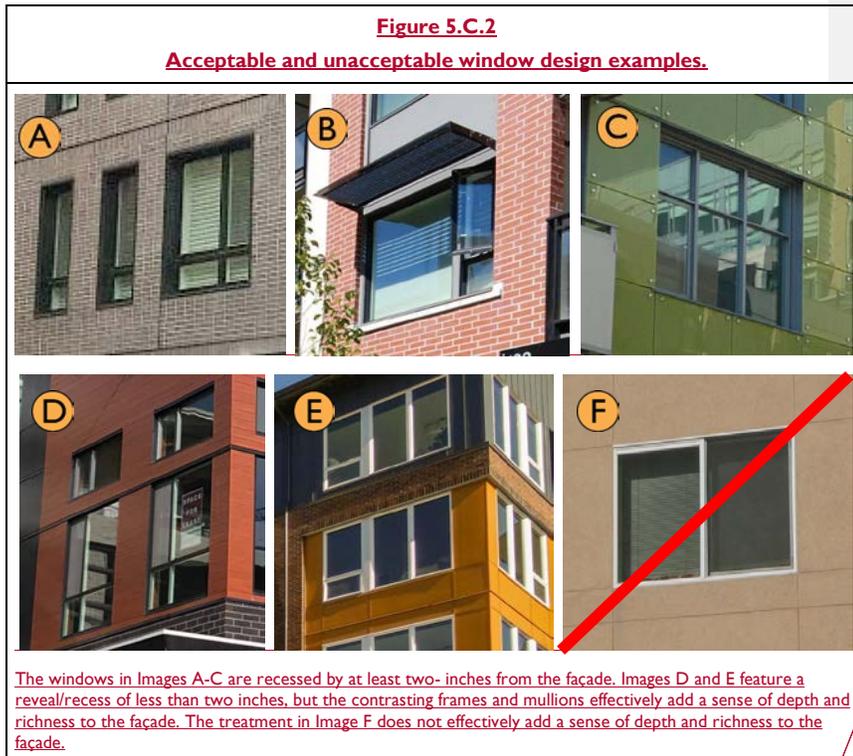
*TO ADD GOOD PHOTO EXAMPLES OF BUILDING MATERIALS AND OTHER FAÇADE ELEMENT EXAMPLES*

DEPARTURES for façade detail guidelines above will be considered provided the façade (at the overall scale and at the individual articulation scale) meets the intent of the guidelines.

2. Window design guidelines.

- a. All windows (except storefront display windows) must employ designs that add depth and richness to the building façade. At least one of the following features must be included to meet this requirement:
  - a. Recess windows at least two-inches from the façade.
  - b. Incorporate window trim (at least three-inches wide) around windows
  - c. Incorporate other design treatments that add depth, richness, and visual interest to the façade.
- b. Highly reflective glass must not be used on more than ten-percent of a building façade or other building elevations facing parks and containing primary building entrances.

**Commented [BB19]:** Another important provision – as windows can often make the difference between a likeable and a strongly disliked building – from a community standpoint.

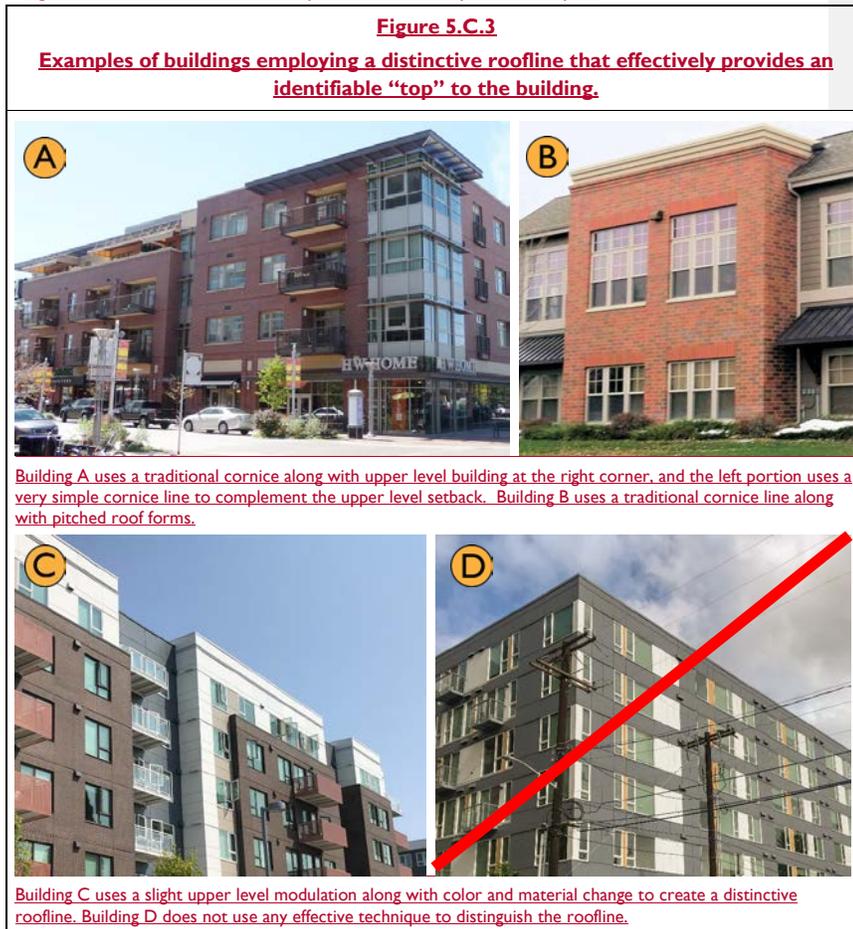


**Commented [BB20]:** I think this is useful – but if there is a concern that we’re being too prescriptive here – this is one item that may have less impact – particularly if a building meets all the other massing and articulation features. (it might meet this guideline nearly by default). But this adds another layer of protection. Note that the bad example below –wouldn’t meet the articulation guidelines – if it did – it wouldn’t be as bad – even if it didn’t have a cornice.

3. Cornice/roofline design. Buildings employing a flat roof must employ a distinctive roofline that effectively provides an identifiable “top” to the building. This could include a traditional cornice line or a contemporary interpretation of a traditional cornice line.

- a. Such rooflines must be proportional to the size and scale of the building.
- b. Understated cornice lines are permitted depending on the materials and design of the base and middle elements in reinforcing the base/middle/top configuration.

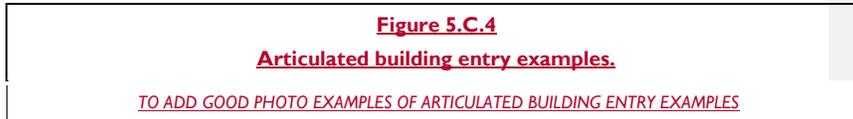
Figure 5.C.3 below illustrate acceptable and unacceptable examples.



4. Articulated building entries. The primary building entrance for an office building, hotel, apartment building, public or community-based facility or other multi-story commercial building must be designed as a clearly defined and demarcated standout architectural feature of the building. Such entrances must be easily distinguishable from regular storefront

**Commented [BB21]:** This is another good tool – strongly suggest keeping this.

entrances on the building. Such entries must be scaled proportional to the building. See Figure 5.C.4 below for good examples.



5. Exterior materials.

*Here we suggest some more strategic changes and adding a lot of graphic support.*

- a. Use durable and high-quality materials must be employed. Shiny or highly reflective materials are not allowed. Materials should be those inspired by traditional - of typical use in the Northwest architecture, including:

Bevel or lap siding.

Rock, stone, and brick material.

Architectural shake-style roofing.

Metal roofs with standing seams.

- b. If sheet materials, such as composite fiber products or metal siding, are used as a siding material over more than 25 percent of a building's façade, use material with a matted finish in a muted color as specified in Color guidelines below. Include the following elements:

Visible window and door trim painted or finished in a complementary color.

Corner and edge trim that covers exposed edges of the siding material.

- c. If concrete blocks (concrete masonry units or "cinder blocks") are used for walls that are visible from a public street or park, use one or more of the following architectural treatments:

Use of textured blocks with surfaces such as split-face or grooved.

Use of colored mortar.

Use of other masonry types, such as brick, glass block, or tile, in conjunction with concrete blocks.

Other treatment methods approved by the City.

The applicant shall provide the City with samples of the material, proposed detail connections and a list of other project examples in the Puget Sound region that have used this application.

- d. Do not use the following materials in visible locations unless an exception is granted by the City:

Mirrored glass.

Corrugated fiberglass.

**Commented [BB22]:** Becomes increasingly difficult to make this statement

**Commented [BB23]:** Suggest breaking this up into separate sections – one for metal and one for hardi-panels – and apply the 25% tool for each. We can provide good/bad examples.

**Commented [BB24]:** I think this approach still works – though we might allow a departure opportunity for flexibility to integrate it in creative ways that meet the intent.

**Commented [BB25]:** This is largely good – but we can add good/bad photo examples.

Chain-link fencing (with or without slats).

Synthetic materials with reflective surfaces, including galvanized steel and glossy vinyl siding.

Other treatment methods approved by the City.

- e. Paint all vents, gutters, downspouts, flashing, and electrical conduits to match the color of the adjacent surface unless they are being used expressly as a trim or accent element, or if the surface is made of an unpainted material such as brick.
- f. Provide approved address numbers so that they are legible to the public from the street fronting the property.

6. Colors

- a. Submit a color palette.
- b. Muted colors are encouraged for the background color of most buildings. A darker background color will allow the effective use of lighter colors for trim – where the highlights will show up better.
- c. Bright colors should generally be reserved for accents. Doors or special features may be painted a bright accent color.
- d. Bright luminescent or day-glow color are not allowed.

*Here's some similar alternative language I've used recently that I adjusted to possibly fit here. We'll want to discuss the use of "should" vs "shall" here to provide more teeth if we feels it's needed.*

Buildings should utilize exterior building colors that are inspired by traditional Northwest architectural themes. The primary building colors should be muted as a background element, to let the streetscape, natural building colors, façade articulation and ground level details create a rich and colorful setting. However, color should be carefully applied to help articulate façades, emphasize building details, and create visual interest and memorability to the downtown cityscape. Specifically:

- i. Exterior finish colors should be neutral shades of natural colors found in Northwest woodlands or colors typical of historic agrarian structures of the Northwest, and may include limited use of compatible accent colors.
- ii. Natural colors of wood, stone and brick should be emphasized.
- iii. Roof colors, trim, and accent colors should provide contrast to the primary background colors.
- iv. Colors which are alien to the surrounding natural environment are not appropriate. This includes man made, overly bright colors not typical of the natural environment in the Monroe area.
- v. For multi-building developments or other locations where buildings sit side by side, utilize a range of colors to provide contrast for added visual interest and avoid monotony.

7. Building equipment and service areas

*Suggested adjustments:*

- We'll suggest that visible service enclosures also include landscaping elements
  - Design/materials be compatible with the adjacent building(s).
  - For those service areas visible by adjacent multi-story buildings, that a roof/screen will be necessary overhead. We'll add photo examples.
  - We'll add location/design examples of utility meter integration
  - Add rooftop screening language/examples.
- a. Building service elements and utility equipment should be contained within the building envelope, screened from public view, or on roofs where not visible to the public.
- b. All on-site service areas, loading zones, outdoor storage areas (except outdoor retail sales areas under 100 square feet in occupied area), waste storage, disposal facilities, transformer and utility vaults, and similar activities shall be located in an area not visible from a public street, pedestrian connection, or open space. If this is not possible, then the service area, loading zone, storage area, or utility area must be screened from public view. Acceptable screening includes:

A masonry or wood enclosure incorporated into a building wall.

A solid hedge or other screening as approved by the City.

(Note: Visible chain link fencing with or without slats is not permitted.)

~~e. Service or utility areas or enclosures shall not be located in or be visible from public open space, including the Village Green and Focal Plaza.~~

## Chapter 6: Landscape Design

### A. Landscaped Plan Concept

Update the figure number reference in the second bullet to match with the existing graphic at end of subsection and suggest the following changes to the last bullet under subsection A.1 and additional supporting images:

- Plantings and/or site features that soften the appearance of buildings, and enhance the building's architectural qualities.

**Figure 6.A.1**

**Utilizing landscaping to soften the appearance of buildings and enhancing their architectural qualities.**



Image A uses a colorful mix of plantings in terraces to soften the appearance of the building from the street and add visual interest. Image B uses plantings and architectural walls as a focal point in front of the building. Image C below shows an unacceptable example without any type of softening shrubs or plantings beyond a single deciduous tree and lawn area, creating a stark image that detracts from the building's character.

**Figure 6.A.1**

**Utilizing landscaping to soften the appearance of buildings and enhancing their architectural qualities.**



### **B. Street Landscaping**

Correct the guideline numbering associated with the page-break. Also, consider the following updates below:

2. Remove the cross-reference to Figure 8, which no longer exists.
3. Street trees placed in tree grates may be more desirable in storefront settings when on-street parking is present than planting strips in key pedestrian areas.
6. Update the cross-reference per other suggested changes above: Building Location & Orientation

### **C. Parking Lot Screening**

Consider the following updates:

Guidelines:

4. Provide a landscaped drainage/stormwater treatment buffer between the side-walk/street and parking area where possible. Size the buffer as necessary to perform required stormwater treatment function for a minimum of 20 feet is suggested. (See Figure 21.) Otherwise, a 5-foot wide landscaping buffer consistent with Type III landscaping as specified in MMC, Chapter 18.78, to provide a see-through buffer between public streets and parking lots is required. Integrate a low wall (36-42 inches tall) built of concrete, masonry, or other durable materials at the back end of the planting strip; EXCEPTION: The landscape buffer must be 10 feet between parking areas and sidewalks along Chain Lake Road.

**Figure 6.C**

**Utilizing landscaping to soften the appearance of buildings and enhancing their architectural qualities.**

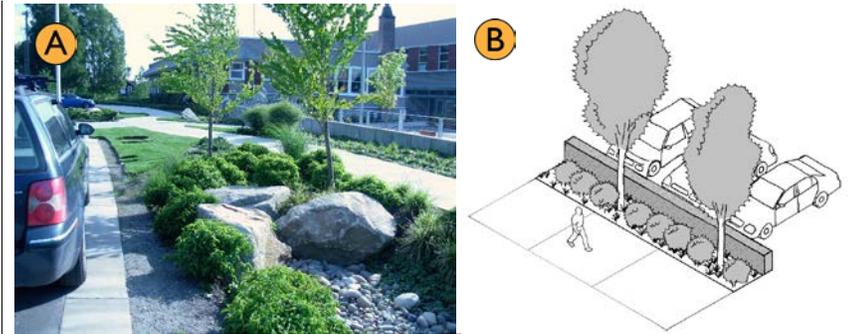


Image A is a good example of landscaped drainage/stormwater treatment buffer

## F. Screening High-Impact Uses

*Is this section still necessary?*

## Chapter 7: Signage and Lighting

*A complete update of this chapter is warranted given the citywide sign code was updated in 2019. The content below focuses on design elements appropriate for North Kelsey that are not necessarily addressed in the citywide code (Chapter 22.50).*

### A. Signs

*A complete update of this section is warranted given the citywide sign code was updated in 2019. The content below focuses on design elements appropriate for North Kelsey that are not necessarily addressed in the citywide code (Chapter 22.50).*

#### Intent:

- To encourage signage that is both clear and of appropriate scale for the project.
- To enhance the visual qualities of signage through the use of complementary sizes, shapes, colors, and methods of illumination.
- To provide a comprehensive sign program that creates consistent design criteria for the entire North Kelsey planning area.

**Guidelines:**

- I. Permitted sign illumination types. Table 7.A.I below specifies permitted sign illumination types by zone.

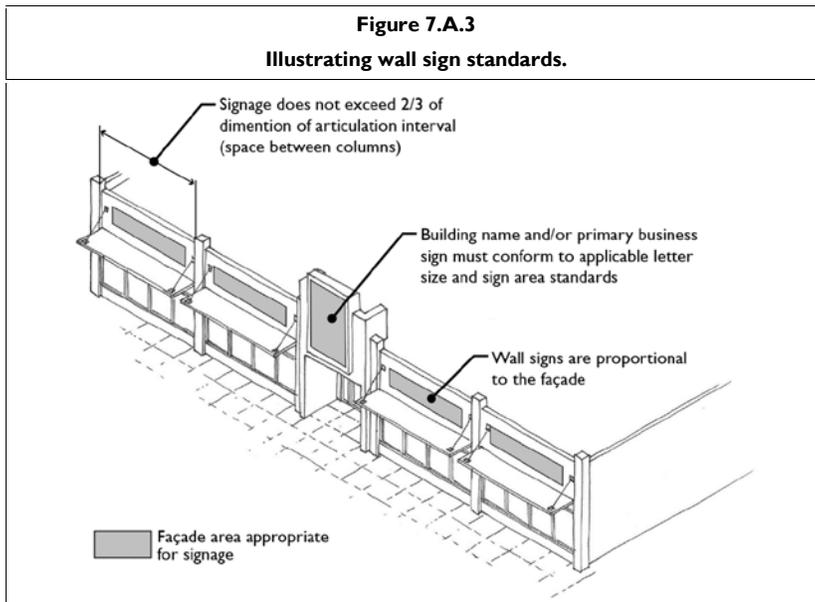
<b>Table 7.A.I</b>		
<b>Permitted signs illumination types.</b>		
<b>Illumination Type</b>	<b>Permitted?</b>	<b>Other requirements</b>
Channel letter. Light is emitted through the front or face of the letters.	Yes	May be incorporated into a permitted wall, pole, or monument sign
		
Halo illumination. Letter faces are opaque and light source provides halo effect through backlighting.	Yes	May be incorporated into a permitted wall, pole, or monument sign
		
Push-through. Letters are cut out of opaque sign face. Interior light shines through letter faces only.	Yes	May be incorporated into a permitted wall, pole, or monument sign
		
Neon.	Yes	May be incorporated into a permitted wall, projecting, window, pole, or monument sign
		

Table 7.A.1 Permitted signs illumination types.			
Illumination Type		Permitted?	Other requirements
Externally-illuminated sign.		Yes	Illumination techniques must focus the light on the sign and avoid glare to the sky, streets, sidewalks, and other public spaces, and adjacent uses.
Internally-illuminated cabinet signs. Sign face is illuminated through translucent casing. This includes internally illuminated changeable copy signs.		No	
Internally-illuminated awning signs. Awning face is illuminated through awning material.		No	
Electronic and video display signs. A sign which contains electronically-operated moving parts or which flashes or simulates motion by the use of electric lights.		No	

2. Signs projection over right-of-way. Only those projecting and suspended and under awning signs may be permitted to project into the public right-of-way, provided they meet all requirements relating to traffic, construction, safety and size, and are attached to an approved awning, canopy, marquee or porte cochere.
3. Wall sign location and design.
  - a. Wall signs must be proportional to the façade and are limited to 2/3 of individual façade width dimension. This standard also applies to upper level businesses.
  - b. Wall signs may not cover windows, building trim, an existing building name sign, or special ornamentation features. Preferred areas for installation of wall signs include

blank areas above marquees, areas between vertical piers or columns, blank areas on a gabled roof, or upper reaches of a false fronted building.

- c. Stacked words on wall signs are permitted. Generally, the primary business name is encouraged to be provided on one line, with additional text on rows above and/or below providing supporting information about the business in smaller fonts.



## B. Lighting

*Most of the provisions here are duplicative of Chapter 15.15. Suggest keeping only those provisions noted below.*

### Intent:

- To enhance and encourage evening activities.
- To provide a distinctive character to the area.

### Guidelines:

1. Uplighting on trees and provisions for seasonal lighting are encouraged.
2. Accent lighting on architectural and landscape features is encouraged to add interest and focal points.

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3. Pedestrian-scaled lighting is required within the planned development area along all streets and in all public plazas and courts. Pedestrian-scaled lighting fixtures are generally 12-14 feet and of a character complementary to the building architecture.

**22.26.030 North Kelsey/Tjerne Place Overlay District.**

All properties located within the North Kelsey/Tjerne Place Overlay District (NK/TP-O) shall have a base zoning designation of General Commercial. The North Kelsey/Tjerne Place Overlay District consists of approximately one hundred acres of land located north of SR 2, south of the proposed SR 2 bypass, east of the SR 522 overpass, and west of Chain Lake Road.

A. Design Guidelines. All development within the North Kelsey/Tjerne Place Overlay District shall comply with the North Kelsey Design Guidelines in addition to the applicable requirements of MMC Chapter 22.42, Design Standards.

~~B. Mixed Use Development. The purpose of allowing mixed use is to place attached, high density housing in close proximity to goods and services. Vertical and horizontal mixed use developments are allowed in the North Kelsey/Tjerne Place Overlay District and shall comply with the following:~~

~~1. Vertical mixed use incorporates commercial and multifamily residential uses in one structure.~~

~~a. A minimum of fifty (50) percent of the ground floor must be dedicated to a commercial use.~~

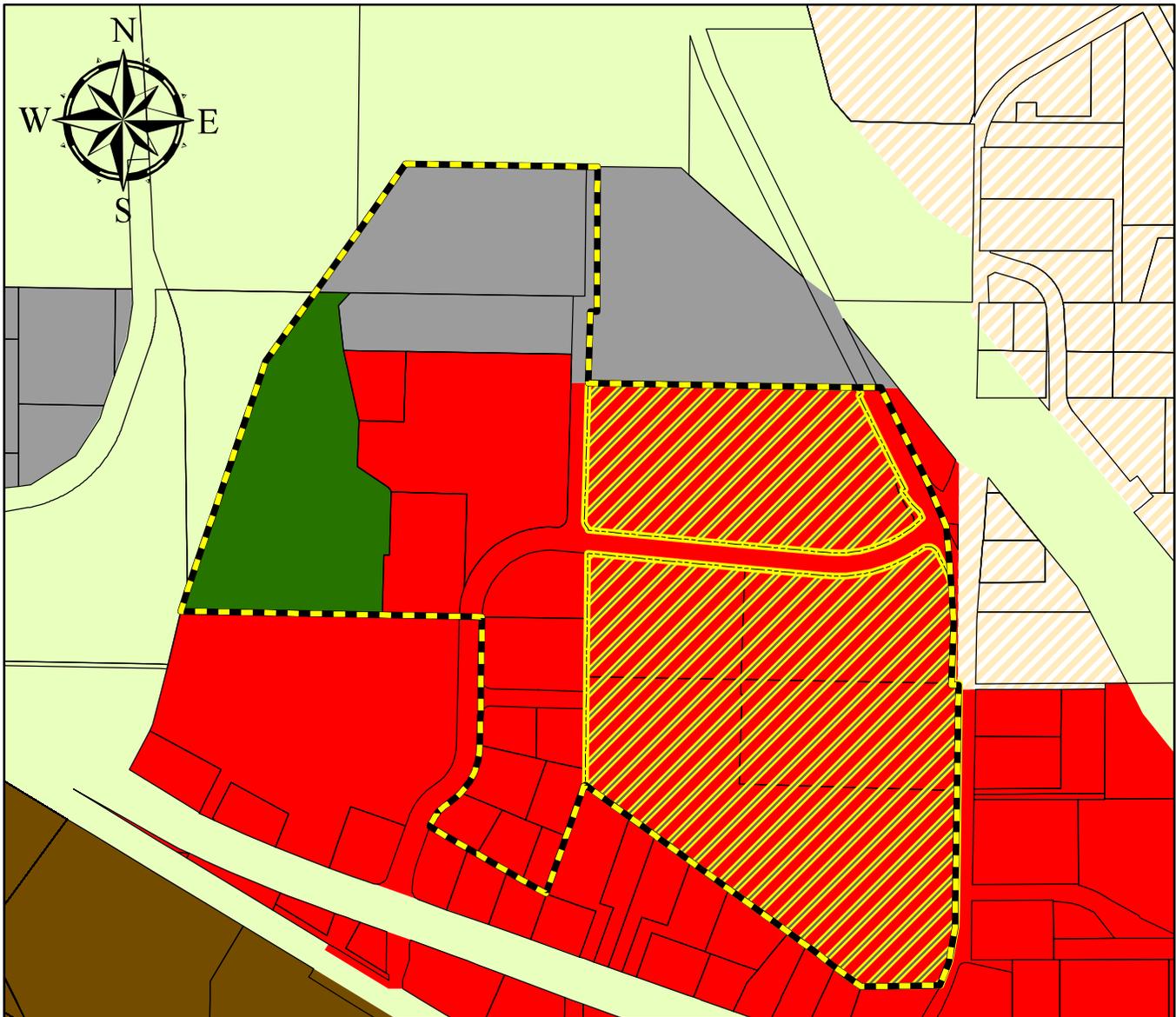
~~b. The minimum density shall be 26 units per gross acre.~~

~~2. Horizontal mixed use incorporates a mix of structures independently containing multifamily residential and commercial uses.~~

~~a. The mixed use development shall be contained within one parcel or contiguous parcels under one ownership.~~

~~b. A minimum of fifty (50) percent of the gross usable lot(s) area shall be for commercial development. The area of a lot shall be developed at a minimum of twenty (20) percent ground floor commercial. A document, in a form acceptable to the City Attorney, shall be recorded against the property restricting residential development on the portion of the property designated commercial.~~

~~c. The minimum density shall be 26 units per gross acre.~~

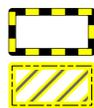


## Current Boundaries and Comprehensive Plan Designations

### Features and Boundaries

#### Land Use Designations

- (GC) - General Commercial
- (I) - Industrial
- (P/O) - Parks / Open Space
- (SRU) - Special Regional Use
- (R2-5) - Dwellings Per Acre
- (R8-11) - Dwellings Per Acre



North Kelsey Planning Area

North Kelsey Planned Development Area

# ZONING MAP

## Zoning Districts

- Residential Use**
-  Single-Family Residential - 4 Units per Acre (R4)
  -  Single-Family Residential - 7 Units per Acre (R7)
  -  Single-Family Residential - 15 Units per Acre (R15)
  -  Multifamily Residential (R25)

- Mixed Use**
-  Mixed Use - Neighborhood (MN)
  -  Mixed Use - Medical (MM)
  -  Mixed Use - General (MG)

- Commercial Use**
-  Tourist Commercial (TC)
  -  Downtown Commercial (DC)
  -  General Commercial (GC)
  -  Industrial Transition (IT)

- Public Facility Use**
-  Institutional (IN)
  -  Transportation (TR)

- Open Space Use**
-  Limited Open Space (LS)
  -  Parks (P)

- Industrial Use**
-  Shoreline Industrial (SI)
  -  Light Industrial (LI)
  -  General Industrial (GI)

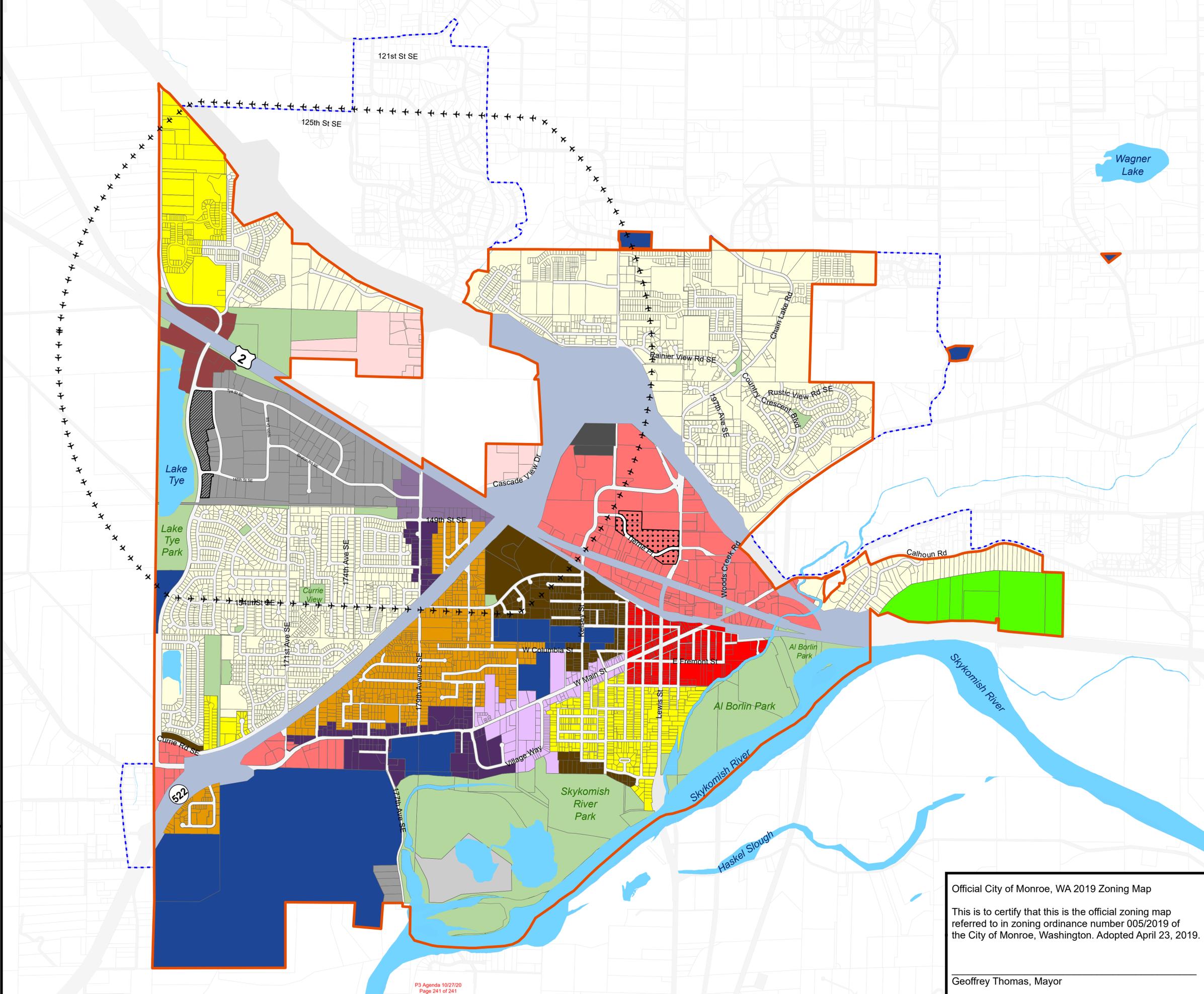
- Zoning Overlay Districts**
-  Airport Compatibility Overlay
  -  Fryelands Commercial Overlay (FC-O)
  -  North Kelsey/Tjerne Place Overlay (NK/TP-O)

- Boundaries**
-  Monroe City Limits
  -  Urban Growth Area

1,500 750 0 1,500 Feet



Map data shown is the property of the City of Monroe and Snohomish County. Inaccuracies may exist and the City of Monroe and Snohomish County imply no warranties or guaranties regarding any aspect of data depiction. No real estate decisions are to be made using this map. Please contact the City of Monroe Planning and Permitting Department to verify the designation(s).



Official City of Monroe, WA 2019 Zoning Map

This is to certify that this is the official zoning map referred to in zoning ordinance number 005/2019 of the City of Monroe, Washington. Adopted April 23, 2019.

Geoffrey Thomas, Mayor