

**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; 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; and

WHEREAS, a notice from a property owner signifying its 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 A); and

WHEREAS, on October 6, 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 27th day of October, 2020.

CITY OF MONROE, WASHINGTON



Geoffrey Thomas, Mayor

ATTEST:



Rabecca R. Hasart, Interim City Clerk

EXHIBIT A

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

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;

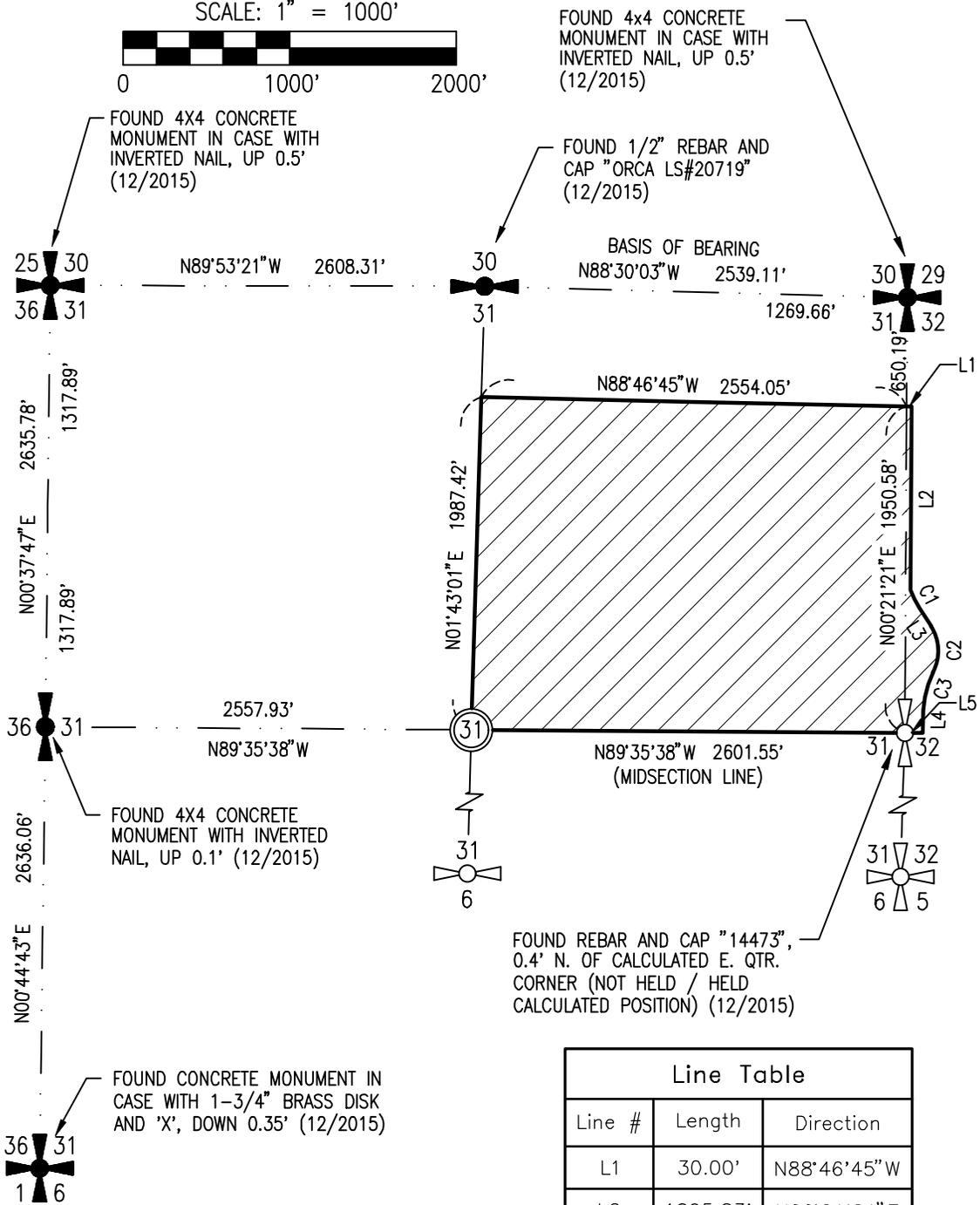
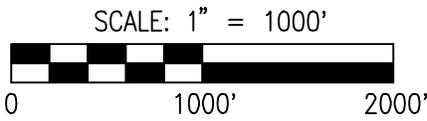
THENCE NORTH 88°04'05" EAST, PER THE PLAT OF TAYLOR HEIGHTS, AS RECORDED UNDER AUDITOR'S FILE No. 2151519, OFFICIAL PUBLIC RECORDS, SNOHOMISH COUNTY, WASHINGTON, A DISTANCE OF 30.00 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF INGRAHAM ROAD;

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**

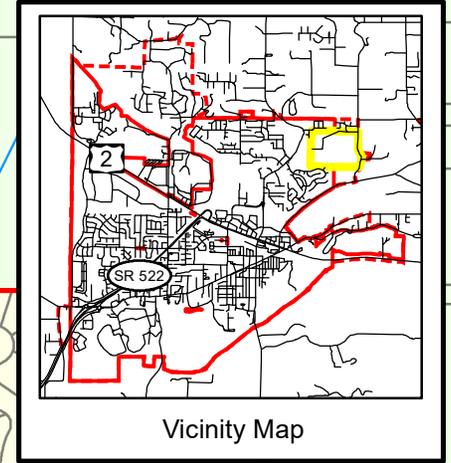
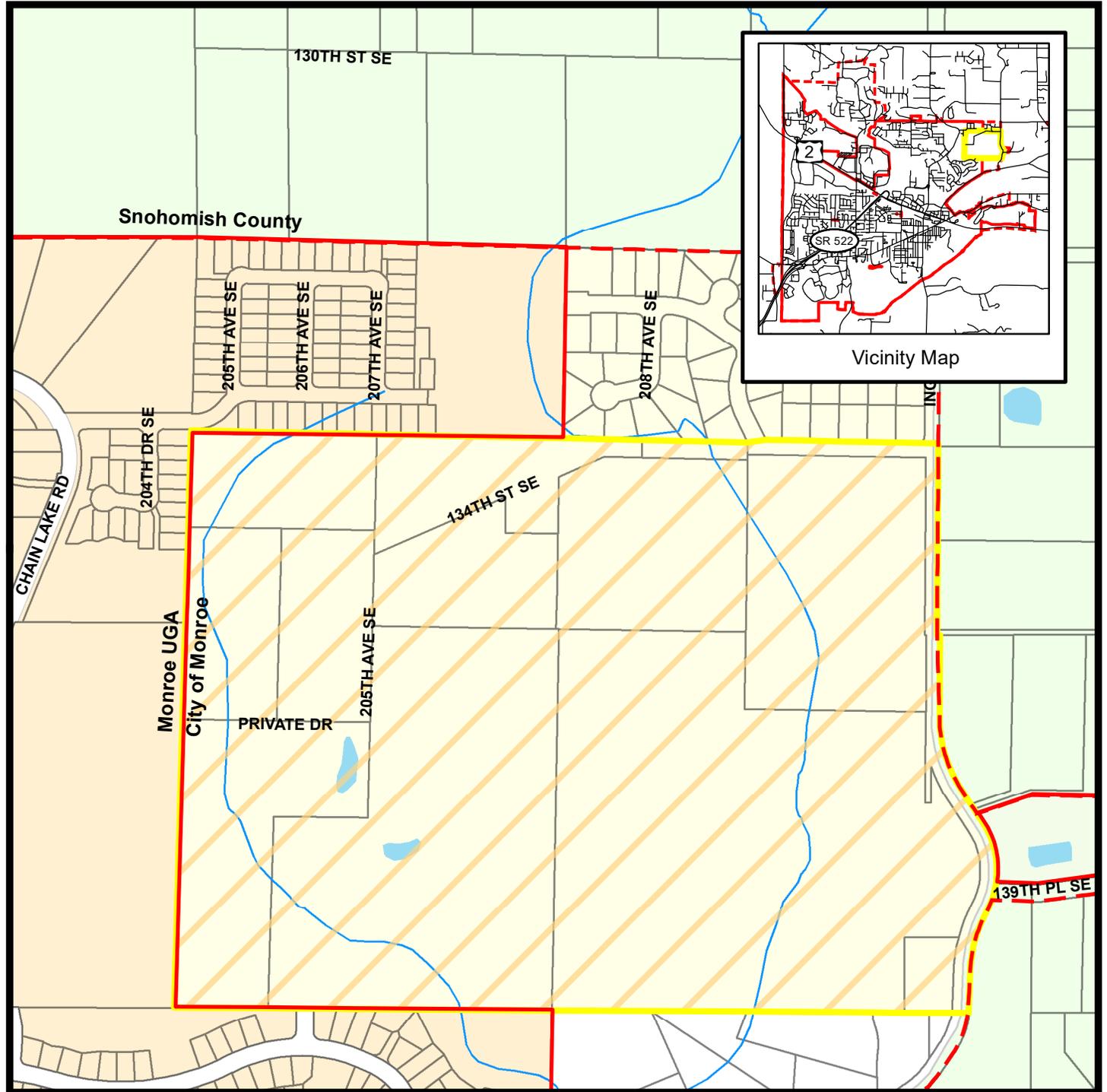
-  R4

**Current Snohomish
County Zoning**

-  R-5
-  R-9,600

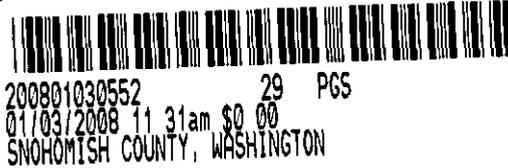


Source:
Tax Parcel, Snohomish County,
08/03/2020
Wtrcs, Snohomish County,
08/03/2020
Wtrbdys, Snohomish County,
08/03/2020



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 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

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

CITY OF MONROE

SNOHOMISH COUNTY

By *Donnetta Walsler*
Donnetta Walsler, Mayor

By *Mark Soine* **MARK SOINE**
Deputy Executive
for *Aaron G Reardon* County Executive

Date 12-06-07

Date 11/15/07

ATTEST

ATTEST

Betty King
Betty King, City Clerk

Kathryn Bratcher
Kathryn Bratcher
Clerk of the County Council

Approved as to form

Approved as to form

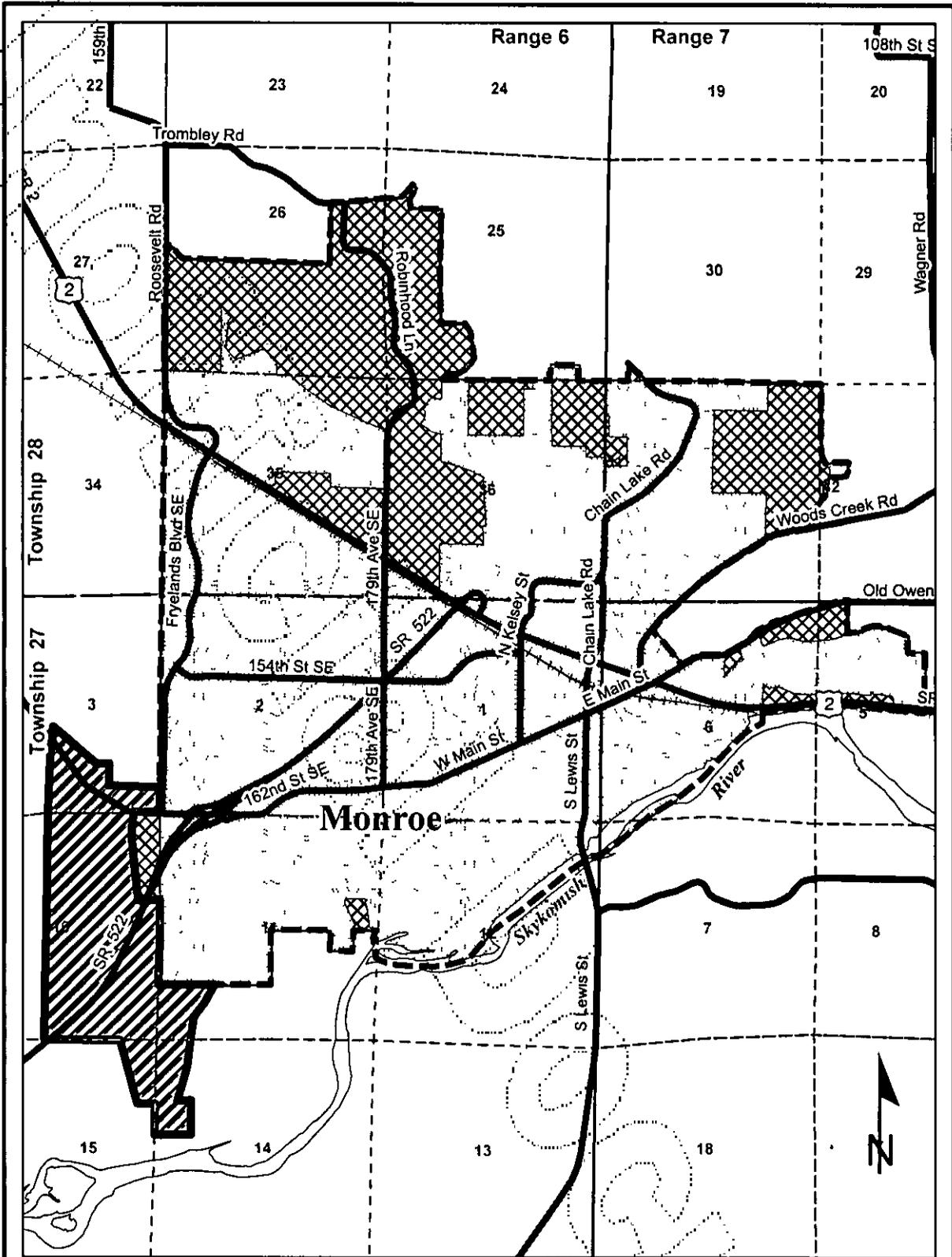
Office of the City Attorney

Snohomish County Prosecuting
Attorney

[Signature]
Attorney for the City of Monroe

[Signature]
Deputy Prosecuting Attorney for
Snohomish County

COUNCIL USE ONLY
Approved Ord 07-099
Docfile 10/31/07 D-8



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

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

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

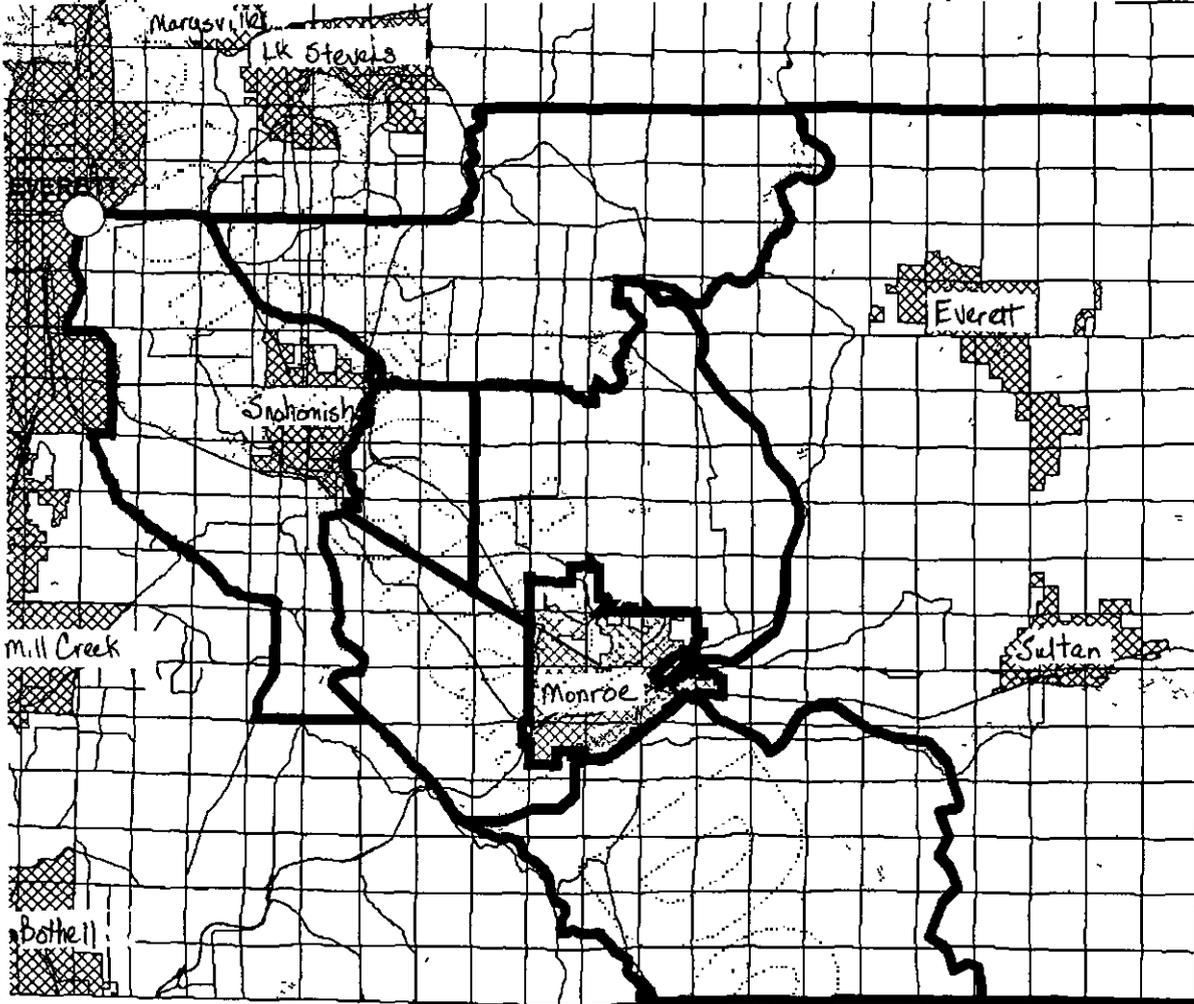
All applicable state building and construction codes as adopted and amended by Snohomish County, including, but not limited to

- 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

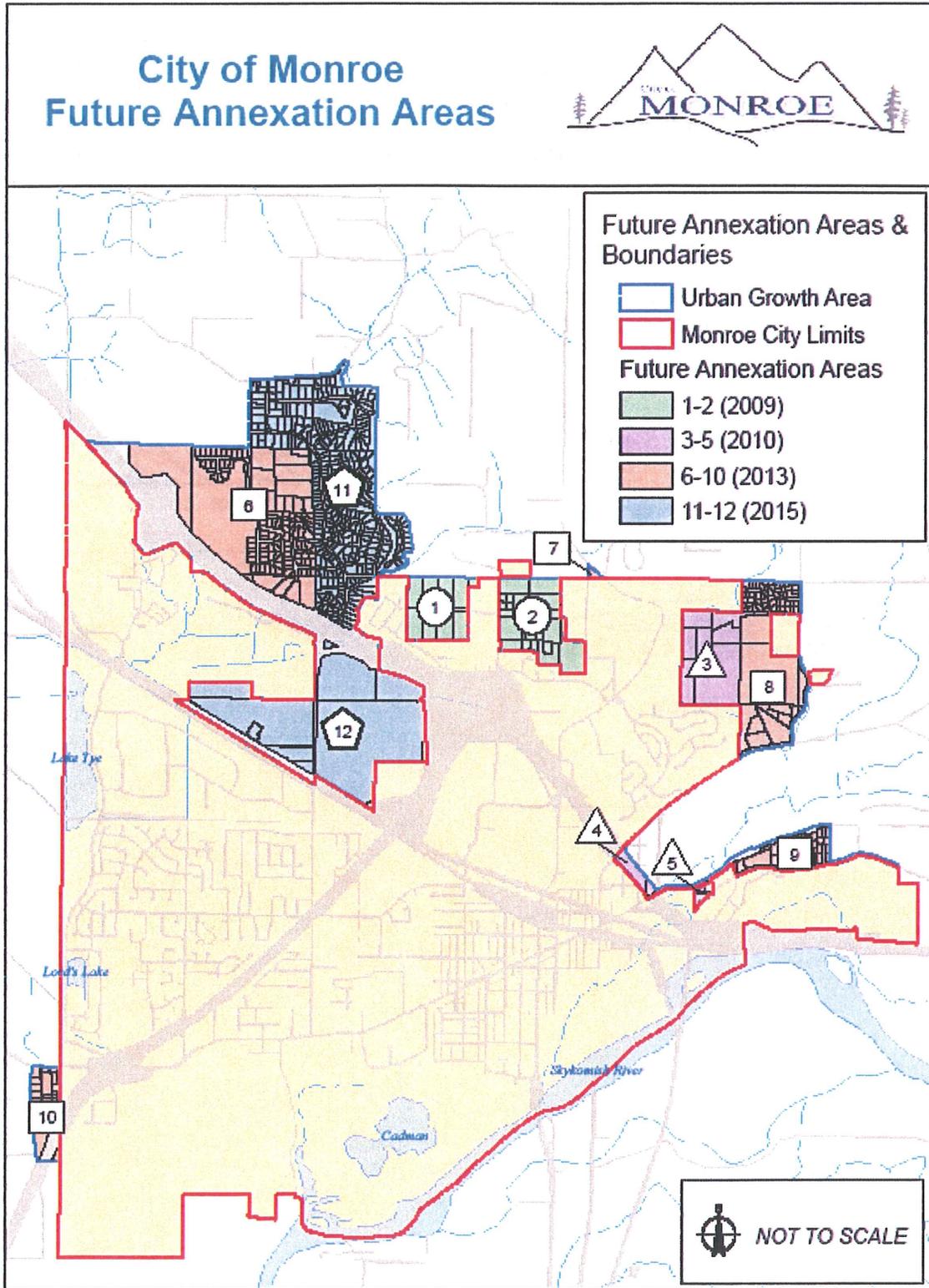
ATTEST:


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 Walsler, 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.