

NOTICE OF INTENTION COVER SHEET

Washington State
Boundary Review Board
for Snohomish County

3000 Rockefeller, M/S #409
Everett, WA 98201
425-388-3445

As required by RCW 36.93, a Notice of Intention is hereby submitted for proposed annexation. Name of jurisdiction: City of Lake Stevens Name of proposal: Southeast Interlocal Annexation: North Area Proceedings were initiated under authority of RCW 35A.14.296

By:



Interlocal Agreement Method: A code city may annex unincorporated territory pursuant to an interlocal agreement. This method of annexation shall be an alternative method and is additional to all other methods provided for in this chapter.

Is assumption of existing indebtedness to be required? Yes
Will simultaneous adoption of comprehensive plans be required? No. The area received comprehensive plan designations and zoning under Ordinances 1073 and 1074.

Name each governmental unit having jurisdiction within the boundaries of the proposal: The following other persons (attorneys, etc.) shall receive communication regarding proposal:

Snohomish County, Lake Stevens Sewer District, Snohomish Regional Fire and Rescue, Lake Stevens School District, Snohomish School District, Snohomish County PUD (Water and Electric) Greg Rubstello, City Attorney

Special purpose district means any sewer district, water district, fire protection district, drainage improvement district, drainage and diking improvement district, flood control zone district, irrigation district, metropolitan park district, drainage district, or public utility district engaged in water distribution.

Signatures on petition: N/A Assessed valuation: \$279,437,800 (2021)
Residences in area: 550 Topography: Flat/Hilly
Population of area: ~1500 Current district boundaries and adjacent roads: Adjoining the City of Lake Stevens on its north and south boundary, the lake to the west, and 123rd Ave SE to the east (boundary of UGA and RUTA).

Acreage 262 (land), 1,008 (lake) Proximity to other districts, cities, etc. Served by Lake Stevens Sewer District, Snohomish Regional Fire and Rescue, Lake Stevens School District, Snohomish School District and Snohomish PUD.
Square miles 0.41 (land), 1.57 (lake)

	<u>Present</u>	<u>Proposed</u>
Sewers	<u>Lake Stevens Sewer District</u>	<u>No change</u>
Water	<u>Snohomish County PUD</u>	<u>No change</u>
Roads	<u>Snohomish County Public Works</u>	<u>City of Lake Stevens</u>
Fire Dist.	<u>Snohomish Regional Fire & Rescue</u>	<u>No change</u>
Police	<u>Snohomish County Sheriff</u>	<u>City of Lake Stevens</u>
Growth Potential	<u>371 housing units*</u>	<u>Comparable</u>


*Based on 2021 Draft Snohomish County Buildable Lands Report

Attachments:

\$50 Filing Fee Assessor and Vicinity Maps
Notice of Intention (with attachments) ~~Petition~~ (N/A)
Perimeter legal (follow outside boundary) Annexation Ordinance

Washington State
Boundary Review Board
Original 5/19/2021
Received Revised 6/23/2021
For Snohomish County

Petitioner (Spokesperson): David Levitan,
Planning Manager
Address: **1812 Main Street**
P.O. box 257
Lake Stevens, WA 98258
Phone: 425-622-9425

Initiator (District or Proponent): City of Lake Stevens
Representative Signature: 
Address/Phone: 1812 Main, PO Box 257, Lake Stevens, WA
98258.

Direct communications to:
David Levitan, Planning Manager
City of Lake Stevens
PO Box 257
Lake Stevens, WA 98258
(425) 622-9425 dlevitan@lakestevenswa.gov

File No. 03-2021 Filed effectively this 24th day of June, 2021 by Pamela Yount
Chief Clerk



EXHIBIT A

SOUTHEAST INTERLOCAL ANNEXATION (NORTH AREA) NOTICE OF INTENT

BRIEF DESCRIPTION & PURPOSE (RCW 36.93.130)

The City of Lake Stevens (Mayor Brett Gailey) has signed an Interlocal Agreement (Exhibit D) with Snohomish County (County Executive Dave Somers) and the Lake Stevens Sewer District (Board President Dan Lorentzen) under RCW 35A.14.296 and has passed Ordinance No. 1112 authorizing the annexation of approximately 1,070 acres known as the “Southeast Interlocal Annexation – North Area.” This area includes approximately 262 acres of land and the 1,008-acre lake (Lake Stevens). The City has submitted a separate Notice of Intent for the approximately 245-acre “South Area” also covered by the interlocal agreement (ILA).

The proposed annexation area is subject to the interlocal agreement method for code cities and the proposed annexation has met all statutory and procedural requirements of RCW 35A.14.296, is contiguous with the City of Lake Stevens and is within the City’s urban growth area boundary. The annexation will help the city fulfill its goal of creating “One Community Around the Lake”. As part of the ILA process, county staff reviewed the legal description and fiscal impacts of the proposed annexation.

The City of Lake Stevens has indicated in Ordinance No. 1112 (Exhibit E) that the annexation area will be required to assume its proportionate share of the City’s indebtedness. The city previously assigned Comprehensive Plan designations of Waterfront Residential and Medium Density Residential (MDR) via Ordinance 1073 and zoning designations of R6 via Ordinances 1074. These comprehensive plan designations and zoning are consistent with the City’s 2015-2035 Comprehensive Plan. The City has anticipated these areas within the urban growth area would be annexed into the City, as indicated in the City’s Annexation Plan.

Per RCW 43.21C.222, the proposed annexation is exempt from the State Environmental Policy Act. The city completed SEPA environmental review of the proposed land use and zoning designations in the annexation area as part of its 2019 (Ordinances 1073/1074) and 2020 (Ordinances 1105/1106) Comprehensive Plan dockets.

The proposed annexation will help meet the identified planning goals of the Growth Management Act (RCW 36.70A.020) through compliance with the City’s Comprehensive Plan, which among other things aims to:

- focus urban growth in existing areas
- ensure the adequate provision of urban services and public facilities, including parks and open space
- protect critical areas and natural resources
- provide a variety of housing options for all segments of the population
- encourage participation in the public planning process.

The nearly yearlong process to approve the Southeast Interlocal Annexation has involved numerous mailings, public meetings, and public hearings. The ILA addresses all required components of RCW 35A.14.296. The proposed annexation will not result in any changes to the boundaries for sewer service (Lake Stevens Sewer District), water service (Snohomish County PUD), or fire protection (Snohomish Regional Fire and Rescue). Per Section 2.3 of the ILA, the sewer district intends to annex those portions of the annexation area outside of its service boundaries through a separate process, utilizing one of the methods authorized under Chapter 57.24 RCW.



One Community Around the Lake

EXHIBIT B
SOUTHEAST INTERLOCAL ANNEXATION (NORTH AREA) NOTICE OF INTENT

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SEE LEGAL DESCRIPTION ON FOLLOWING PAGE

**CITY OF LAKE STEVENS ANNEXATION LEGAL DESCRIPTION
UGA AREA (NORTH)**

Those portions of Section 7, Southwest quarter of Section 8, Section 17, Section 18, the Northeast quarter of Section 19, and the Northwest quarter and Northeast quarter of Section 20, all in Township 29 North, Range 6 East, W.M., and those portions of Section 12, and the Northeast quarter of Section 13, all in Township 29 North, Range 5 East, W.M., all in Snohomish County, Washington, described as follows:

Beginning at the intersection of the south line of the Southwest quarter of said Section 17 and the Easterly right of way of 123rd Ave SE;

Thence Northerly along said east right of way, 695 feet plus or minus, to the southerly right of way of 2nd Street SE;

Thence Northwesterly, 54 feet plus or minus, to the northerly right of way of 2nd Street SE and its intersection with the east line of the Southwest quarter of said Section 17;

Thence Northerly along the east line of the Southwest quarter of said Section 17, 2115 feet plus or minus, to the Southeast corner of the Northwest quarter of said Section 17;

Thence continuing Northerly along the east line of the Northwest quarter of said Section 17, 610 feet plus or minus, to the south line of Tract 501 of The Reserve at Lake Stevens Division No. 5 as recorded under recording number 9711135006;

Thence Northwesterly along said south line of Tract 501 and extended to the westerly Right of Way of E Lake Stevens Rd, 1094 feet plus or minus, which is also the south line of Tract 999 of Cedar Cove as recorded under recording number 8302175001;

Thence Northeasterly along the westerly right-of-way of E Lake Stevens Rd, 467 feet plus or minus, to the north line of said Tract 999 of Cedar Cove;

Thence Northwesterly along the said north line of Tract 999, 315 feet plus or minus, to the Second class Shoreland and Navigable Boundary of Lake Stevens as conveyed by the State of Washington;

Thence Northerly, Westerly, Southerly, Easterly, Northerly along the said navigable boundary of said Lake Stevens and the existing city limits of the City of Lake Stevens (said navigable boundary also referred to as mean low water, the shore of, the navigable boundary of shorelands, second class shorelands and westerly limit of shorelands) approximately 30,000 feet plus or minus, to a point of a line lying 1,356.3 feet southerly of the north line of the northeast quarter of said Section 19;

Thence Easterly along the line lying 1,356.3 feet southerly of the north line of the northeast quarter of said Section 19, 333 feet plus or minus, to the east line of said Section 19 and the west line of Lot 13 of North Star Plat as recorded under recording number 201411240384;

Thence Northerly along the east line of said Section 19, 12 feet plus or minus, to the South line of the North half of the Northwest quarter of Section 20;

Thence Easterly along the said south line of the North half, 2617 feet plus or minus, to the east line of the said Northwest quarter of Section 20;

Thence Easterly 30 feet plus or minus, to the Easterly right of way of 123rd Ave SE;

Thence Northerly along said east right of way, 1316 feet plus or minus, to the True Point of Beginning.

This legal description/exhibit was initiated by CHS Engineers, LLC and this deliverable was completed by David Evans and Associates, Inc. The licensed professional whose stamp is affixed hereto has continuously acted as the professional in responsible charge and prepared or directed all phases of the work and legal description/exhibit.



A PORTION OF SEC 12 & 13, TWP 29 N, RGE 5 E, W.M.
 AND SEC 7, 8, 17, 18, 19, & 20, TWP 29 N, RGE 6 E, W.M. IN SNOHOMISH COUNTY, WA.

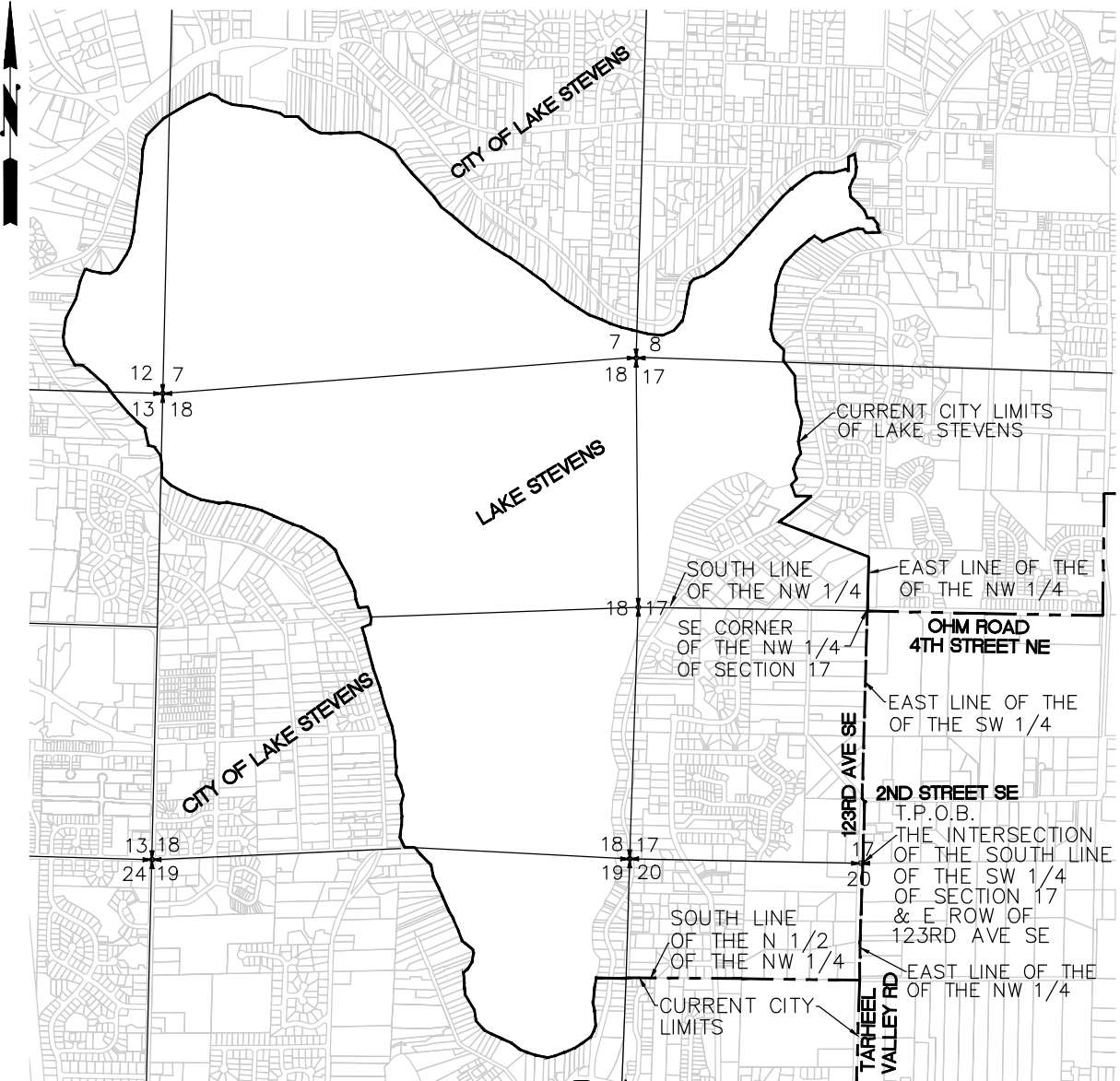


EXHIBIT "A"
 CITY OF LAKE STEVENS
 ANNEXATION
 LEGAL DESCRIPTION

CHS ENGINEERS
 12507 Bel-Red RD., Suite 101,
 Bellevue, WA 98005
 www.chsengineers.com
 Ph: 425-637-3693

Scale
 1" = 2000'

Drawn by JPC Project # 372004
 Checked by RL Date 06-11-21

Sheet
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One Community Around the Lake

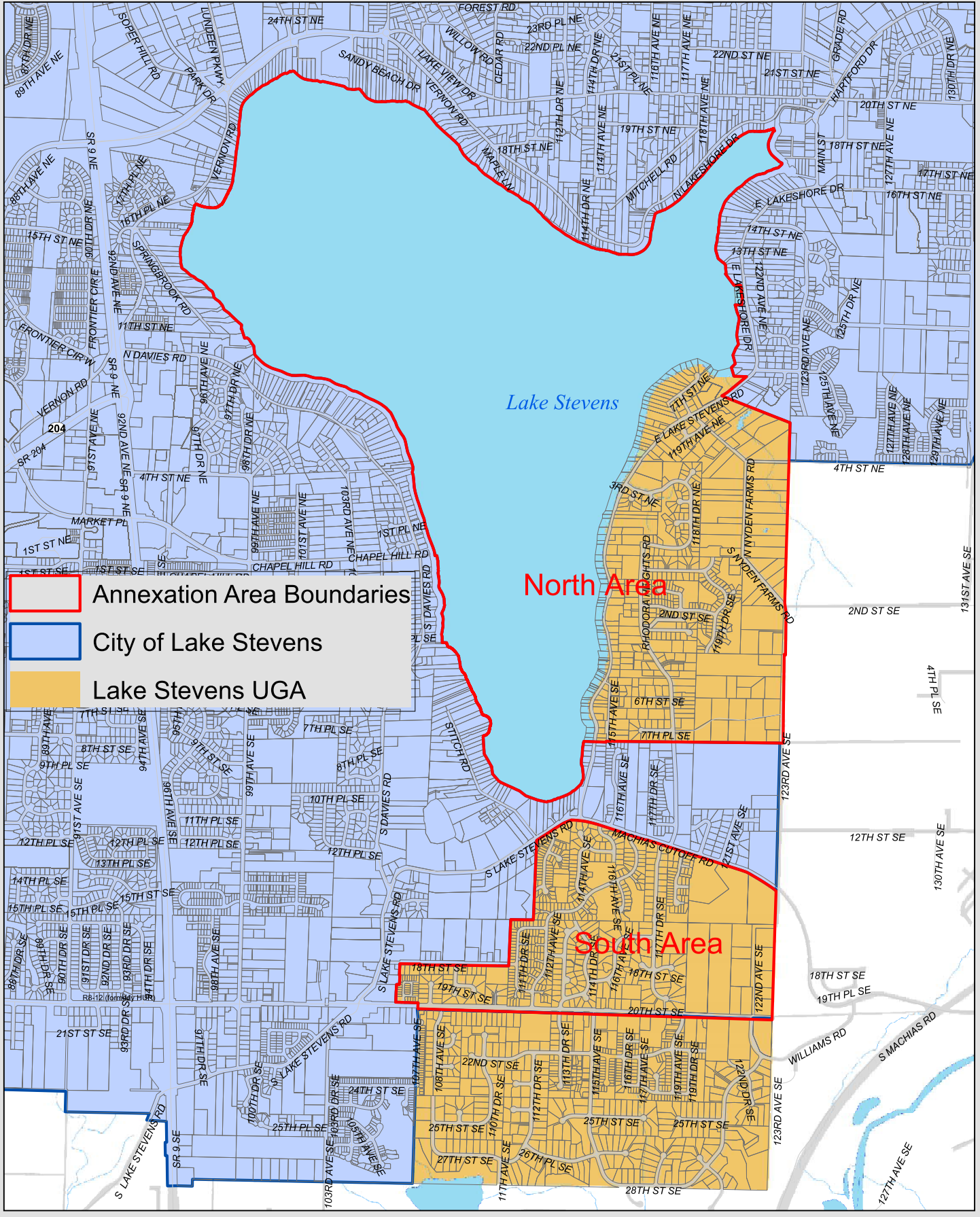
EXHIBIT C

SOUTHEAST INTERLOCAL ANNEXATION (NORTH AREA) NOTICE OF INTENT

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SEE REQUIRED MAPS ON FOLLOWING PAGES



----- CITY OF -----
LAKE STEVENS
SE INTERLOCAL ANNEXATION



QUARTER	SECTION	TOWNSHIP N.W.B.L.	RANGE E.W.M.
NW	17	29	6

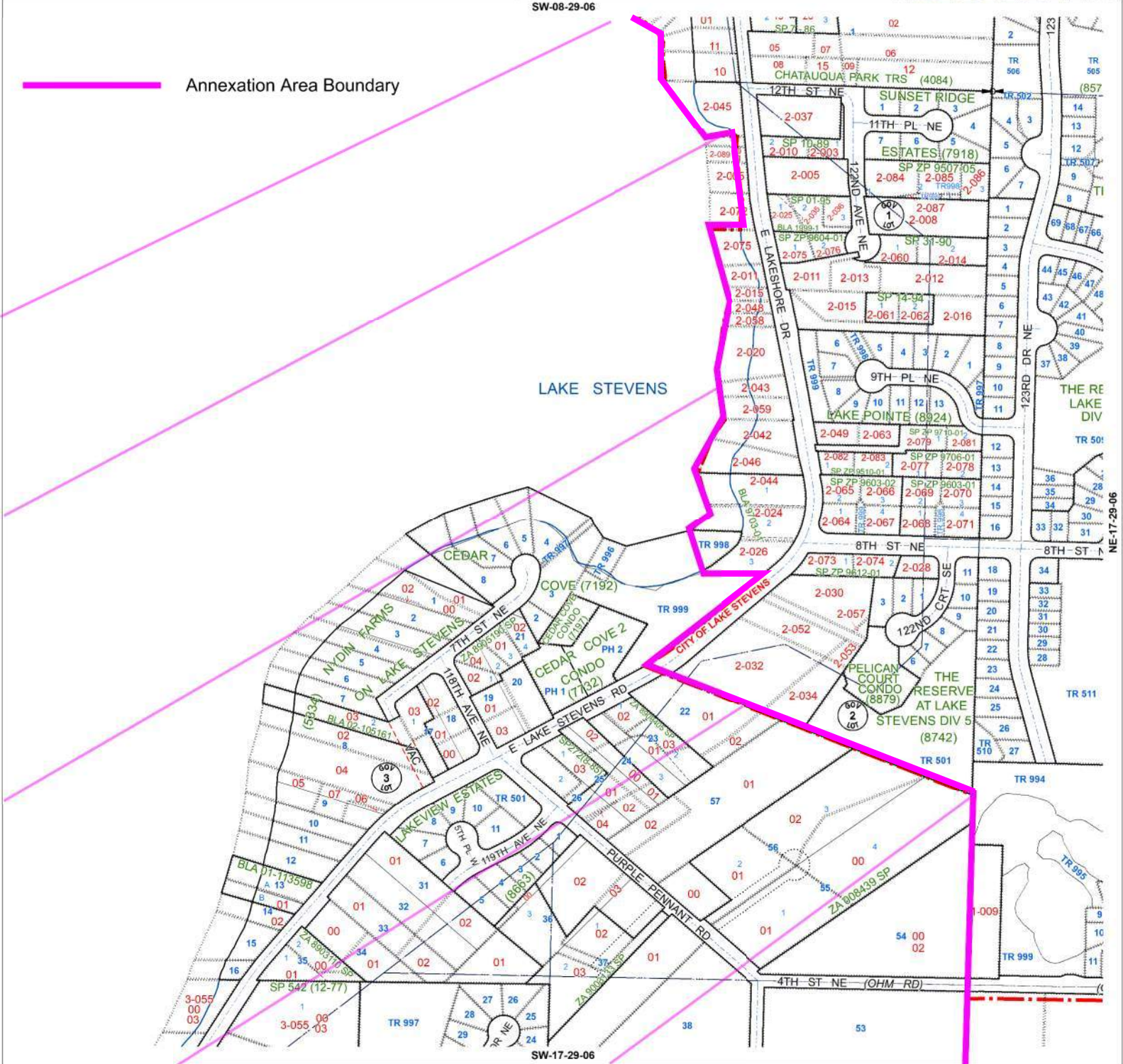
Centerline	Lot	Block	Section	City Limits
Gov Lot	Subdiv	ROW	Quarter	Tax Acct
Major Water	Other Lot	Vac ROW	16th	Easement
Minor Water	Other Subdiv	Vac Lot		

ALL RIGHTS, TITLE, AND INTERESTS ARE HEREBY RESERVED FOR THE INFORMATION OF THE PUBLIC AND ARE NOT TO BE CONSIDERED AN OFFICIAL CERTIFICATE OF RECORDATION OF THE SNOHOMISH COUNTY CODE. THE DATA CONTAINED HEREIN IS PROVIDED AS IS WITHOUT WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. THE USER ASSUMES ALL RESPONSIBILITY FOR THE ACCURACY, COMPLETENESS, AND QUALITY OF THE DATA CONTAINED HEREIN AND IS ADVISED THAT THE USER SHOULD VERIFY THE DATA WITH THE OFFICE OF THE ASSESSOR AND/OR THE OFFICE OF THE COUNTY CLERK. THE USER SHOULD ALSO BE AWARE THAT THE USER SHOULD VERIFY THE DATA WITH THE OFFICE OF THE ASSESSOR AND/OR THE OFFICE OF THE COUNTY CLERK. THE USER SHOULD ALSO BE AWARE THAT THE USER SHOULD VERIFY THE DATA WITH THE OFFICE OF THE ASSESSOR AND/OR THE OFFICE OF THE COUNTY CLERK.

1 inch = 200 feet

Map produced on March 28, 2019

A product of the Assessor's Office
Snohomish County, Washington



QUARTER	SECTION	TOWNSHIP N.W.B.L.	RANGE E.W.M.
SW	17	29	6

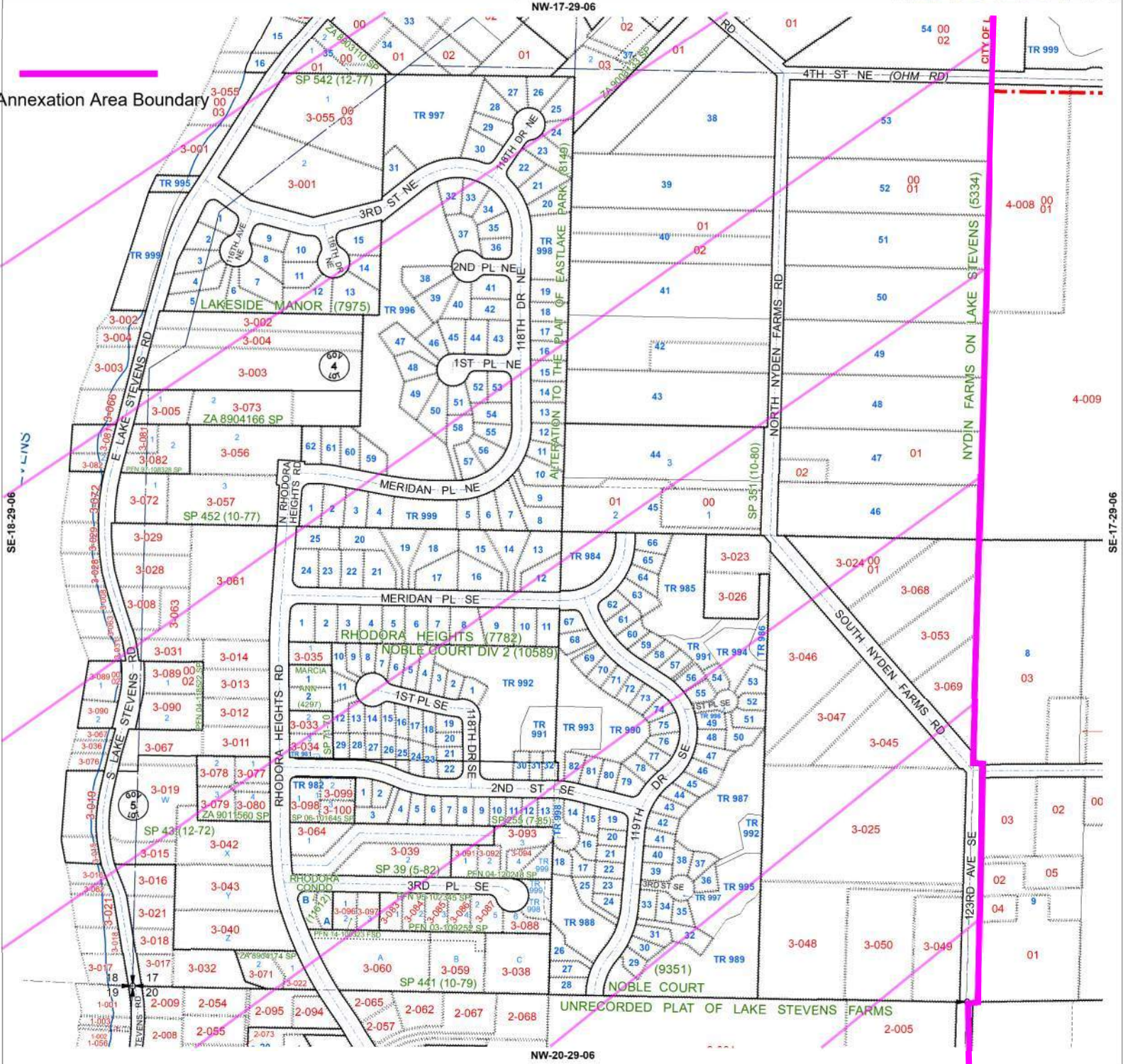
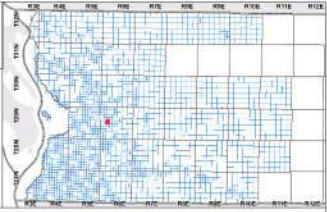
Centerline	Lot	Block	Section	City Limits
Gov Lot	Subdiv	ROW	Quarter	Tax Acct
Major Water	Other Lot	Vac ROW	16th	Easement
Minor Water	Other Subdiv	Vac Lot		

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1 inch = 200 feet

Map produced on November 15, 2019

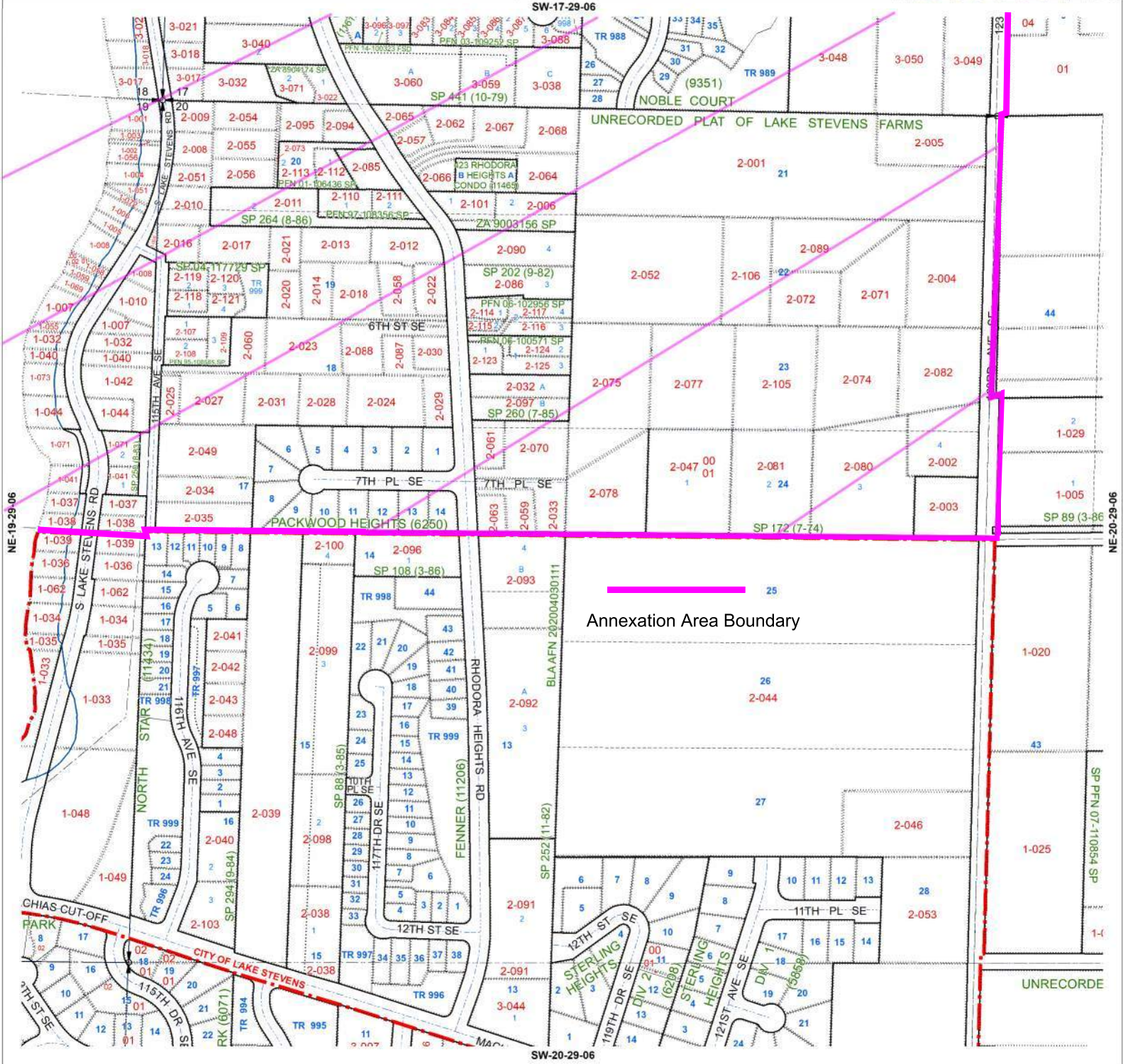
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Snohomish County, Washington

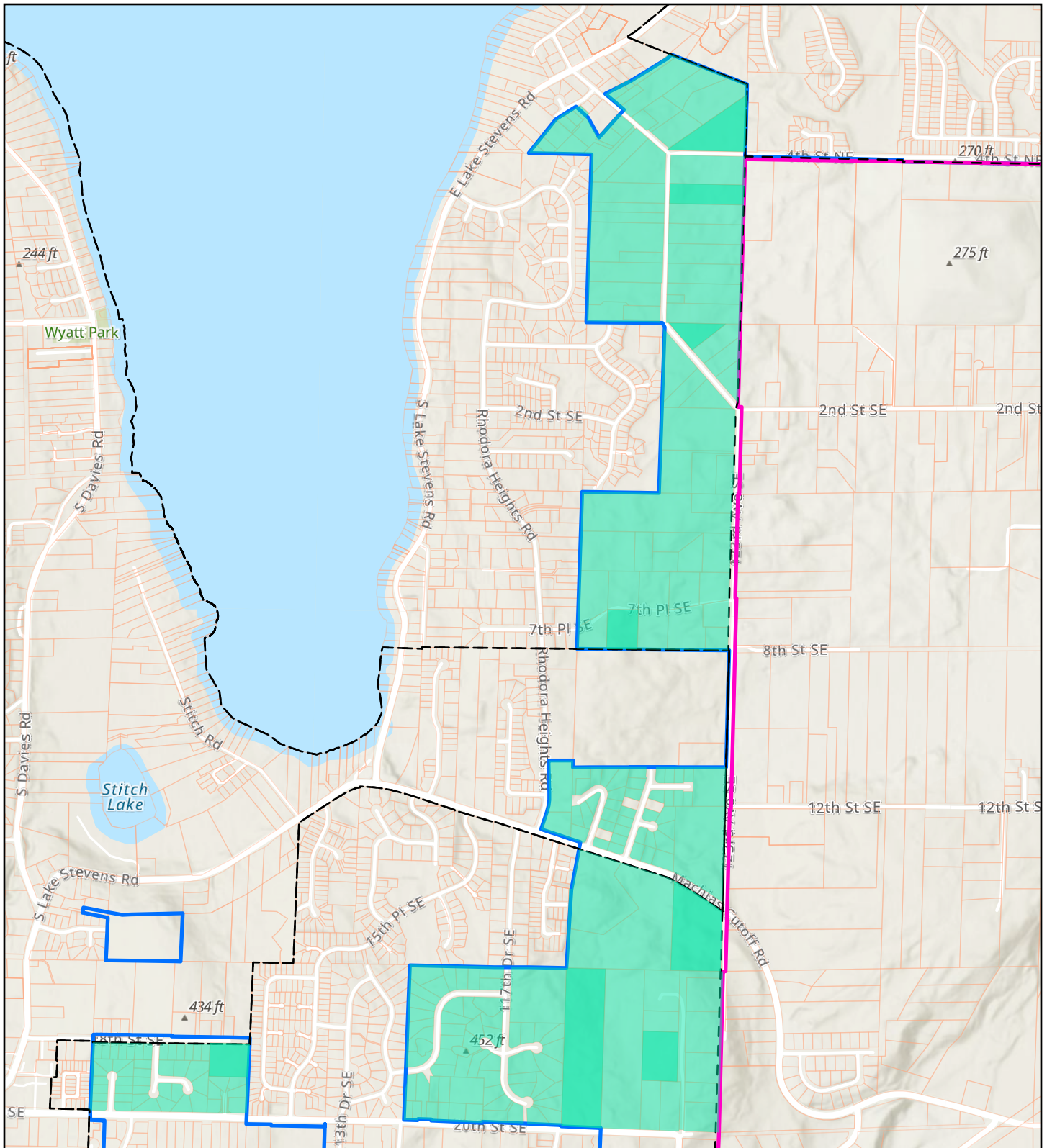


QUARTER	SECTION	TOWNSHIP N.W.B.L.	RANGE E.W.M.
NW	20	29	6

Centerline	Lot	Block	Section	City Limits
Gov Lot	Subdiv	ROW	Quarter	Tax Acct
Major Water	Other Lot	Vac ROW	16th	Easement
Minor Water	Other Subdiv	Vac Lot		

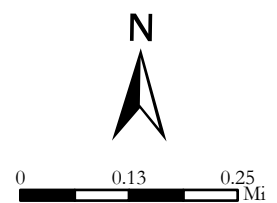
ALL DATA, DATA AND INFORMATION ON THIS MAP ARE THE PROPERTY OF SNOHOMISH COUNTY AND ARE NOT TO BE REPRODUCED OR FURTHER COPIED WITHOUT THE WRITTEN PERMISSION OF SNOHOMISH COUNTY. THE DATA IS PROVIDED AS IS AND SNOHOMISH COUNTY MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE ACCURACY, COMPLETENESS OR QUALITY OF THE DATA CONTAINED HEREIN AND A USER'S RELIANCE ON THE DATA IS AT HIS OR HER OWN RISK. SNOHOMISH COUNTY SHALL NOT BE LIABLE FOR ANY DAMAGES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING OUT OF OR FROM THE USE OF THIS MAP OR INFORMATION CONTAINED THEREON FOR ANY PURPOSE, INCLUDING COMMERCIAL PURPOSES AND, TO THE EXTENT PERMITTED BY LAW, SNOHOMISH COUNTY SHALL BE HELD HARMLESS FROM ANY SUCH DAMAGES. THIS MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT TO BE USED FOR ANY OTHER PURPOSE.





Proposed Annexation Areas

- UGA
- Lake Stevens Sewer District Boundary
- Lake Stevens City Boundary
- Parcels
- Outside District/ Inside UGA





One Community Around the Lake

EXHIBIT D
SOUTHEAST INTERLOCAL ANNEXATION (NORTH AREA) NOTICE OF INTENT

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SEE APPROVED INTERLOCAL AGREEMENT ON FOLLOWING PAGE

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF LAKE STEVENS, SNOHOMISH COUNTY,
AND THE LAKE STEVENS SEWER DISTRICT
CONCERNING THE SOUTHEAST INTERLOCAL ANNEXATION AND
THE ORDERLY TRANSITION OF SERVICES PURSUANT TO RCW 35A.14.296**

1. PARTIES

This Interlocal Agreement ("Agreement" or "ILA") is made by and between the City of Lake Stevens ("City"), a Washington municipal corporation; Snohomish County ("County"), a political subdivision of the State of Washington; and the Lake Stevens Sewer District ("District"), a special purpose district of the State of Washington, collectively referred to as the "Parties," pursuant to Chapter 35A.14 RCW (Annexation by Code Cities), Chapter 36.70A RCW (Growth Management Act), Chapter 36.115 RCW (Governmental Services Act), Chapter 43.21C RCW (State Environmental Policy Act), Chapter 36.70B RCW (Local Project Review), Chapter 58.17 RCW (Subdivisions), Chapter 82.02 RCW (Excise Taxes), and Chapter 39.34 RCW (Interlocal Cooperation Act).

2. PURPOSE

- 2.1 Primary purpose. The primary purpose of this Agreement is to set forth the terms of the Parties' agreement to the annexation ("Annexation") to the City of territory located within the Southeast Interlocal Annexation area, which area is referred to herein as the "Annexation Area," pursuant to RCW 35A.14.296. The territory included in the Annexation Area, including the entirety of the lake, is depicted in Exhibit A and a legal description is provided in Exhibit B to this Agreement, and incorporated herein by this reference. The Annexation Area is completely within the City's Urban Growth Area (UGA) designated under RCW 36.70A.110.
- 2.2. Orderly transition of services and capital projects. The City, County, and District recognize the need to facilitate an orderly transition of services and capital projects from the County to the City at the time of the Annexation.
- 2.3 Secondary purpose. The secondary purpose of this Agreement is to identify those areas within the City's UGA that the District intends to annex pursuant to one of methods authorized under Chapter 57.24 RCW. This area is referred to herein as the "Sewer Expansion Area". The Sewer Expansion Area is completely within the City's UGA, as depicted in Exhibit C and consistent with the *City of Lake Stevens Sewer District Unified Sewer Services and Annexation Agreement*, effective May 23, 2005, and recorded under Auditor File # 200604250536), and its subsequent amendments. No specific timeframe has been established for future annexations of the sewer expansion area.

3. GENERAL AGREEMENT REGARDING ANNEXATION

- 3.1 Applicability of Master Annexation ILA. The Parties recognize the existence of a certain *Interlocal Agreement Between the City of Lake Stevens and Snohomish County Concerning Annexation and Urban Development Within the Lake Stevens Urban Growth Area*, effective October 26, 2005, and recorded under Auditor's File #200511100706 ("Master Annexation ILA"), that addresses certain actions related to annexation. The Parties agree and intend that the Master Annexation ILA shall have applicability, force, and effect with respect to the Annexation contemplated herein, except where specifically amended in Section 4 of this Agreement, where specific issues are identified that are not contained in the Master Annexation ILA.
- 3.2 Applicability of Unified Sewer Services and Annexation Agreement. The Parties recognize the existence of a certain *City of Lake Stevens and Lake Stevens Sewer District Unified Sewer Services and Annexation Agreement*, effective May 23, 2005 and recorded under Auditor's File # 200604250536 and amended on four occasions, most recently on September 27, 2010 ("Unified Sewer Services and Annexation Agreement"), that addresses the unification of the sewerage system within the UGA and coordination of capital projects and annexations affecting the sewerage system
- 3.3 Snohomish County Tomorrow Annexation Principles. The Parties intend that this Agreement, together with the Master Annexation ILA, be interpreted in a manner that furthers the objectives articulated in the Snohomish County Tomorrow Annexation Principles. For this purpose, 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 Agreement as Exhibit D and incorporated herein by this reference.
- 3.4 Annexation approval. The Parties agree to hold a joint public hearing on this Agreement on March 9, 2021. The Parties agree that following execution of this Agreement, the City shall pursue the annexation of the territory depicted and described in Exhibits A and B by adoption of an ordinance pursuant to RCW 35A.14.296
- 3.5 Effective date of annexation. The Parties agree that the City's annexation shall become effective ~~May 28~~ July 16, 2021.

4. AMENDMENT TO THE MASTER ANNEXATION ILA AND ADDITIONAL AGREEMENTS

4.1 Amendment to Section 3.3 of the Master Annexation ILA. Section 3.3 of the Master Annexation ILA is amended as follows:

3.3 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 ensure that new residential subdivisions and development will achieve a minimum net density¹ of four dwelling units per acre and that will accommodate within its jurisdiction the population, housing, and employment allocation assigned by Snohomish 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.

¹For purposes of this agreement, minimum net density is the density of development excluding roads, drainage detention/retention areas, biofiltration swales, areas required for public use, and critical areas and their required buffers. Minimum density is determined by rounding up to the next whole unit or lot when a fraction of a unit or lot is 0.5 or greater.

4.2 Amendment to Section 9.1 of the Master Annexation ILA. Section 9.1 of the Master Annexation ILA is deleted in its entirety and replaced with the following:

9.1 Legal control and maintenance responsibilities. If an annexation area includes surface water management improvements or facilities (i) in which the COUNTY has an ownership interest, (ii) over or to which the COUNTY has one or more easements for access, inspection and/or maintenance purposes, and/or (iii) relating to which the COUNTY has maintenance, monitoring, or other responsibilities, all such ownership interests, rights and responsibilities shall be transferred to the CITY, effective by the date of the annexation, except as otherwise negotiated between the Parties in any subsequent agreements. The COUNTY agrees to provide a list of all such known surface water management improvements and facilities to the CITY. If the COUNTY'S current Annual Construction Plan or Surface Water Management Division budget includes major surface water projects in the area to be annexed, the Parties will determine how funding, construction, programmatic and subsequent operational responsibilities, 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.

4.3 Amendment to Section 9.2 of the Master Annexation ILA. Section 9.2 of the Master Annexation ILA is deleted in its entirety and replaced with the following:

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 the COUNTY'S Surface Water Management Utility District. Surface water management service charges are collected at the beginning of each calendar year through real property tax statements. Upon the effective date of an annexation, the CITY hereby agrees that the COUNTY may continue to collect and, pursuant to Title 25 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 surface water services designated in that year's budget. These services, which do not include servicing of drainage systems in road right-of-way, will be provided through the calendar 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. If the CITY intends for the COUNTY to continue providing surface water services beyond the calendar year after annexation, a separate interlocal agreement must be negotiated between the Parties.

4.4 Amendment to Section 9.3 of the Master Annexation ILA. Section 9.3 of the Master Annexation ILA is deleted in its entirety.

4.5 Amendment to Section 9 of the Master Annexation ILA. Section 9 of the Master Annexation ILA is amended to add new Master Annexation ILA sections 9.3, 9.4, 9.5, 9.6, 9.7, and 9.8 as follows:

9.3 Compliance with National Pollutant Discharge Elimination System (NPDES) Municipal Stormwater Permit. The Parties acknowledge that upon the effective date of any annexation, the annexation area will become subject to the requirements of the CITY'S Phase II NPDES Municipal Stormwater Permit, and will no longer be subject to the requirements of the COUNTY'S Phase I NPDES Municipal Stormwater Permit. Notwithstanding the COUNTY'S continued provision of stormwater management services in an annexation area pursuant to Subsection 9.2, the CITY expressly acknowledges, understands and agrees that from and after the effective date of any annexation (i) the CITY shall be solely responsible for ensuring the requirements of the CITY'S NPDES Permit are met relating to the annexation area, and (ii) any stormwater management services the COUNTY continues to provide in the annexation area pursuant to Subsection 9.2 will not be designed or intended to ensure or guarantee compliance with the requirements of the CITY'S Phase II NPDES Permit.

9.4 Access during remainder of calendar year in which annexation occurs. To ensure the COUNTY is able to promptly and efficiently perform surface water management services in the annexation area after the effective date of annexation, as described in Subsection 9.2, the CITY shall provide the COUNTY with reasonable access to all portions of the annexation area in which

such services are to be performed. Reasonable access shall include, by way of example and not by way of limitation, the temporary closing to traffic of streets, or portions thereof, if such closing is reasonably necessary to perform the service at issue.

9.5 Surface Water Facility Data. In addition to the list of COUNTY facilities and assets provided in Subsection 9.1, the COUNTY shall provide:

9.5.1 Available data on surface water facilities which the COUNTY has in its database, which may include but not be limited to: inspection and maintenance records, spatial and attribution data (ArcGIS), As-Built construction plans, ownership status (private, public), and current maintenance responsibility.

9.5.2 Available data on surface water programs concerning the annexation area, which may include but not be limited to: drainage complaints; water quality complaints; business inspections; facility inspections; education and outreach; monitoring; salmon recovery; and special studies.

9.6 Surface Water Management cases referred to Planning and Development Services (PDS) code enforcement for county code violations. Any pending Surface Water Management cases referred to PDS code enforcement for county code violations relating to real property located in an annexation area 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 at the CITY'S discretion. The COUNTY agrees to make its employees available as witnesses at no cost to the CITY, if necessary, to assist with transferred code enforcement cases. Upon request, the COUNTY agrees to provide the CITY with copies of any files and records related to any transferred case.

9.7 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.

9.8 Transfer of Federal and State Permits. If there are structures or work related to COUNTY surface water management improvements or facilities that are authorized under active federal or state permits located in an annexation area, as the new owner the CITY, if allowed by the federal or state permit, agrees to execute documents validating the transfer of the permit(s) and accept the responsibility and liabilities associated with compliance with the permit(s) terms and conditions, unless otherwise mutually agreed to in writing. Active

federal or state permits are those permits under which there are responsibilities and duties that have not been completed by the permittee according to the permit terms and conditions, including but not limited to, monitoring and maintenance responsibilities and duties.

5. SURFACE WATER MANAGEMENT IMPROVEMENTS AND FACILITIES

In accordance with Section 9.1 of the Master Annexation ILA, an initial list of known surface water management improvements and facilities owned by the County or over which the County has rights or responsibilities in the Annexation Area is attached and incorporated hereto as Exhibit E. While the County has made its best efforts to provide a list of all known surface water management improvements and facilities, the exclusion of any County owned facilities or property interests located within the Annexation Area from Exhibit E, does not change the Parties agreement that any ownership interests, rights and responsibilities associated with County surface water management improvement and facilities in the Annexation Area shall be transferred to the City, effective by the date of the annexation.

6. RESIDENTIAL ZONING

For all parcels zoned by the County for residential development in the Annexation Area, in accordance with RCW 35A.14.296(2) the City agrees that for a period of five years after the effective date of annexation the City shall maintain a zoning designation that provides for residential development and not reduce the minimum gross residential density for those parcels below the density allowed for by the County zoning designation in effect prior to annexation. The City assigned zoning pre-designations for the Annexation Area via City Ordinance 1073 and as amended by City Ordinance 1106, which comply with the requirements of RCW 35A.14.296(2).

7. TRANSFER OF SUNSET PARK

Sunset Park is a 0.27-acre park located at 410 E Lake Stevens Rd (Assessor Parcel # 00533400001500) that is currently owned and managed by the County. As part of this Agreement, ownership and maintenance responsibilities for Sunset Park will be transferred to the City in its existing condition. The City has identified several capital improvements to the park to bring it up to the City's level of service for parks and to address bank and shore stabilization issues. The County agrees to support the City in its pursuit of funding sources for necessary park improvements.

8. FUTURE CAPITAL IMPROVEMENTS

The County has not identified any planned capital improvements to roads or other existing transportation infrastructure or to the list of surface water facilities listed in Exhibit E. The County agrees to work cooperatively on identifying and planning needed transportation improvements within and adjacent to the annexation area that will meet the needs of both city and countywide multimodal traffic. The County Surface Water Management staff expertise provided under this

section will be limited to available technical knowledge about surface water conditions and infrastructure in the Annexation Area.

9. THIRD PARTY BENEFICIARIES

There are no third-party beneficiaries to this Agreement, and this Agreement shall not be interpreted to create any third party beneficiary rights.

10. DISPUTE RESOLUTION

Except as herein provided, no civil action with respect to any dispute, claim or controversy arising out of or relating to this Agreement may be commenced until the dispute, claim or controversy has been submitted to a mutually agreed upon mediator. The Parties agree that they will participate in the mediation in good faith, and that they will share equally in its costs. Each Party shall be responsible for the costs of their own legal representation. Each Party may seek equitable relief prior to the mediation process, but only to preserve the status quo pending the completion of that process. The Parties agree to mediate any disputes arising under this Agreement including, without limitation, disputes regarding the annexation process or responsibilities of the Parties prior to the Boundary Review Board hearing on the Annexation.

11. HONORING EXISTING AGREEMENTS, STANDARDS AND STUDIES

In the event a conflict exists between this Agreement and any agreement between the Parties in existence prior to the effective date of this Agreement, the terms of this Agreement shall govern the conflict. As between the District and the City, this Agreement is intended to address the future annexation of territory by the District located within the Southeast Interlocal Annexation Area under chapter 57.24 RCW. Other than the implications of the additional territory, this Agreement does not change the terms and conditions of the Unified Sewer Services and Annexation Agreement.

12. 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 all applicable state or local laws. The County and City retain the ultimate authority for land use and development decisions within their respective jurisdictions. By executing this Agreement, the County and City do not intend to abrogate the decision-making responsibility or police powers vested in them by law.

13. EFFECTIVE DATE, DURATION AND TERMINATION

13.1 Effective Date. This Agreement shall become effective following the approval of the Agreement by the official action of the governing bodies of the Parties and the

signing of the Agreement by an authorized representative of each Party hereto.

13.2 Duration. This Agreement shall be in full force and effect through December 31, 2030. If the Parties desire to continue the terms of the Agreement after the Agreement is set to expire, the Parties may either negotiate a new agreement or extend this Agreement through the amendment process.

13.3 Termination. Any Party may terminate this Agreement upon ninety (90) days advance written notice to the other party. Notwithstanding termination of this Agreement, the Parties are responsible for fulfilling any outstanding obligations under this Agreement incurred prior to the effective date of the termination.

14. INDEMNIFICATION AND LIABILITY

14.1 Indemnification of County. 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.

14.2 Indemnification of City. 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.

14.3 Extent of liability. 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.

14.4 Hold harmless. 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 or failure by the County to comply with Chapter 82.02 RCW.

15. SEVERABILITY

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

16. EXERCISE OF RIGHTS OR REMEDIES

Failure of any Party to exercise any rights or remedies under this Agreement shall not be a waiver of any obligation by any other Party and shall not prevent any other Party from pursuing that right at any future time.

17. RECORDS

The Parties shall maintain adequate records to document obligations performed under this Agreement. The Parties shall have the right to review each other's records with regard to the subject matter of this Agreement, except for privileged documents, upon reasonable written notice.

The City, the County, and the District each acknowledges, agrees and understands that each party is a public agency subject to certain disclosure laws, including, but not limited to Washington's Public Records Act, chapter 42.56 RCW. This Agreement and all public records associated with this Agreement shall be retained and be available from the City, the County, and the District for inspection and copying where required by the Public Records Act, Chapter 42.56 RCW.

18. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties concerning the Annexation, except as set forth in Section 3 and Section 4 of this Agreement.

19. 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.

20. CONTINGENCY

The obligations of the City, the County and the District 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 Agreement, the City, the County, or the District may terminate the Agreement under Subsection 13.3 of this Agreement, subject to renegotiation under those new funding limitations and conditions.

21. FILING

A copy of this Agreement shall be filed with the Lake Stevens City Clerk and recorded with the Snohomish County Auditor's Office or as otherwise allowed or required under state law.

22. ADMINISTRATORS AND CONTACTS FOR AGREEMENT

The Administrators and contact persons for this Agreement are:

Russ Wright
Community Development Director
City of Lake Stevens
1812 Main St.
Lake Stevens, WA 98258
(425) 334-1012


Eileen Canola
Snohomish County
Department of Planning and Development Services
3000 Rockefeller Ave.
Everett, WA 98201
(425) 262-2253

Johnathan Dix
Assistant General Manager
Lake Stevens Sewer District
1106 Vernon Road, Suite A
Lake Stevens, WA 98258
(425) 334-8588

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


Dated this 12th day of May 2021.

CITY OF LAKE STEVENS
BY:


Brett Gailey
Mayor

Date: 12 May 2021

SNOHOMISH COUNTY
BY:


Dave Somers
County Executive

Date: 4/29/2021

ATTEST:


City Clerk

Approved as to form only:

Greg Rubstello
Greg Rubstello (May 17, 2021 10:14 PDT)
Attorney for the City of Lake Stevens


ATTEST:


Clerk of the County Council

Approved as to form only:

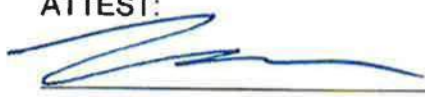
Deputy Prosecuting Attorney for
Snohomish County

LAKE STEVENS SEWER DISTRICT
BY:


Dan Lorentzen
President

DATE: 5/3/2021

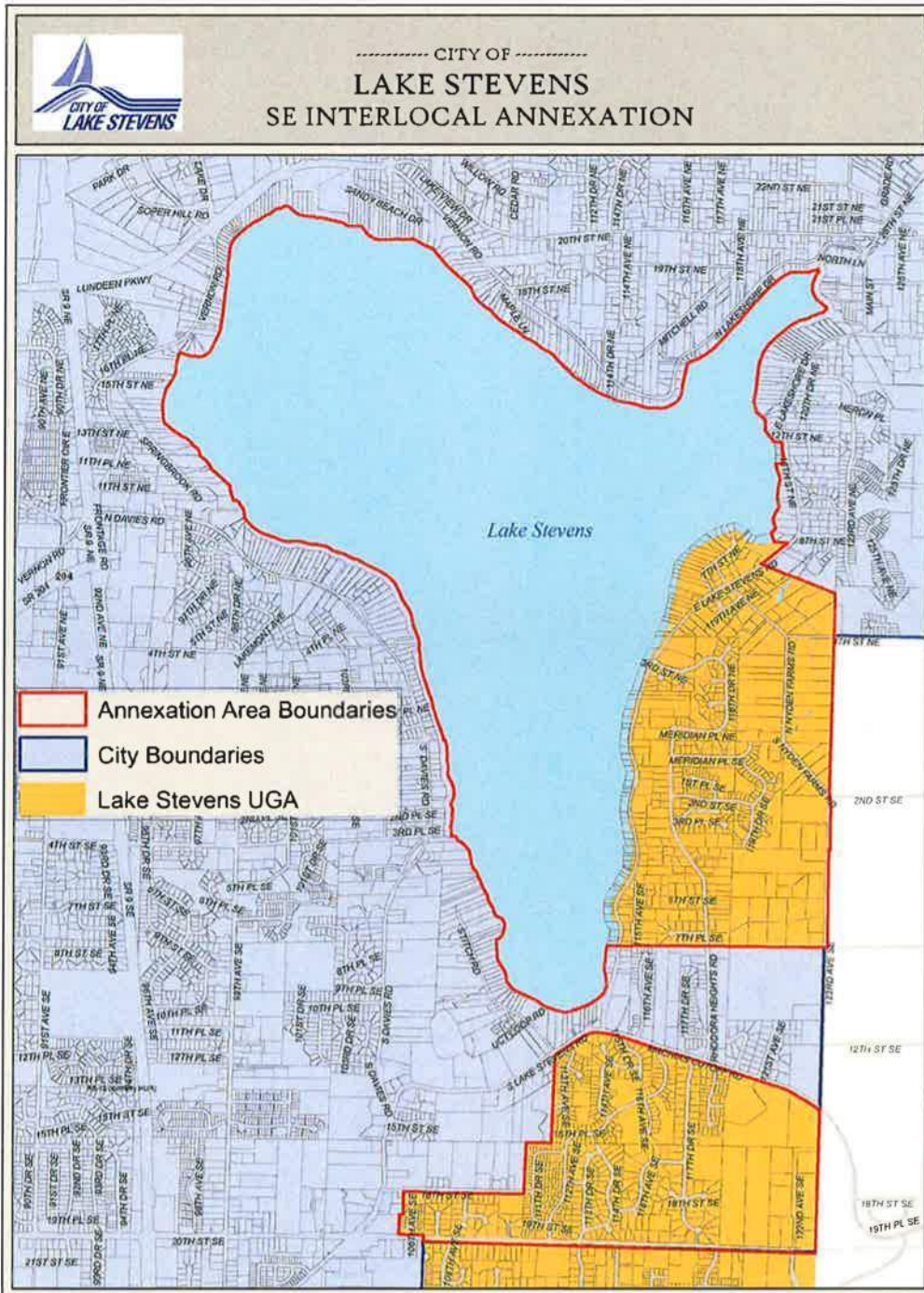
ATTEST:


Approved as to form only:

Attorney for Lake Stevens Sewer District

INTERLOCAL AGREEMENT BETWEEN THE CITY OF LAKE STEVENS,
SNOHOMISH COUNTY, AND THE LAKE STEVENS SEWER DISTRICT
CONCERNING THE SOUTHEAST INTERLOCAL ANNEXATION AND
THE ORDERLY TRANSITION OF SERVICES PURSUANT TO RCW 35A.14.296

EXHIBIT A – Southeast UGA Annexation Map



INTERLOCAL AGREEMENT BETWEEN THE CITY OF LAKE STEVENS, SNOHOMISH COUNTY, AND THE LAKE STEVENS SEWER DISTRICT CONCERNING THE SOUTHEAST INTERLOCAL ANNEXATION AND THE ORDERLY TRANSITION OF SERVICES PURSUANT TO RCW 35A.14.296

EXHIBIT B – Southeast UGA Annexation Legal Description

CITY OF LAKE STEVENS ANNEXATION LEGAL DESCRIPTION UGA AREA (NORTH)

Those portions of the Southwest quarter of Section 6, Section 7, Section 17, Section 18, the Northeast quarter of Section 19, and the Northwest quarter and Northeast quarter of Section 20, all in Township 29 North, Range 6 East, W.M., and those portions of Section 12, and the Northeast quarter of Section 13, all in Township 29 North, Range 5 East, W.M., all in Snohomish County, Washington, described as follows:

Beginning at the Southeast corner of the Southwest quarter of said Section 17 and following along the existing city limits of the City of Lake Stevens;

Thence Easterly, 25 feet plus or minus, to the easterly right of way of 123rd Ave SE;

Thence Northerly along said east right of way, 695 feet plus or minus, to the southerly right of way of 2nd Street SE;

Thence Northwesterly, 54 feet plus or minus, to the northerly right of way of 2nd Street SE and its intersection with the east line of the Southwest quarter of said Section 17;

Thence Northerly along the east line of the Southwest quarter of said Section 17, 2115 feet plus or minus, to the Southeast corner of the Northwest quarter of said Section 17;

Thence continuing Northerly along the east line of the Northwest quarter of said Section 17, 610 feet plus or minus, to the south line of Tract 501 of The Reserve at Lake Stevens Division No. 5 as recorded under recording number 199711132006;

Thence Northwesterly along said south line of Tract 501 and extended to the westerly Right of Way of E Lake Stevens Rd, 1094 feet plus or minus, which is also the south line of Tract 999 of Cedar Cove as recorded under recording number 198302175001;

Thence Northeasterly along the westerly right-of-way of E Lake Stevens Rd, 467 feet plus or minus, to the north line of said Tract 999 of Cedar Cove;

Thence Northwesterly along the said north line of Tract 999, 315 feet plus or minus, to the Second class Shoreland and Navigable Boundary of Lake Stevens as conveyed by the State of Washington;

Thence Northerly, Westerly, Southerly, Easterly, Northerly along the said navigable boundary of said Lake Stevens and the existing city limits of the City of Lake Stevens (said navigable boundary also referred to as mean low water, the shore of, the navigable boundary of shorelands, second class shorelands and westerly limit of shorelands) approximately 30,000 feet plus or minus, to a point of a line lying 1,356.3 feet southerly of the north line of the northeast quarter of said Section 19;

Thence Easterly along the line lying 1,356.3 feet southerly of the north line of the northeast quarter of said Section 19, 333 feet plus or minus, to the east line of said Section 19 and the west line of Lot 13 of North Star Plat as recorded under recording number 201411240384;

Thence Northerly along the east line of said Section 19, 12 feet plus or minus, to the South line of the North half of the Northwest quarter of Section 20;

Thence Easterly along the said south line of the North half, 261.7 feet plus or minus, to the east line of the said Northwest quarter of Section 20;

Thence Easterly 30 feet plus or minus, to the Easterly right of way of 123rd Ave SE;

Thence Northerly along said east right of way, 1316 feet plus or minus, to a point 25 feet east of the SE Corner of the Southwest quarter of said Section 17;

Thence Westerly 25 feet plus or minus to the east line of the Southwest quarter of said Section 17 and the True Point of Beginning.

This legal description/exhibit was initiated by CHS Engineers, LLC and this deliverable was completed by David Evans and Associates, Inc. The licensed professional whose stamp is affixed hereto has continuously acted as the professional in responsible charge and prepared or directed all phases of the work and legal description/exhibit.



**CITY OF LAKE STEVENS ANNEXATION LEGAL DESCRIPTION
UGA AREA (SOUTH)**

Those portions of the Northeast quarter, Southeast quarter and the Southwest quarter of Section 19, the Northwest quarter, Southwest quarter and the Southeast quarter of Section 20, the Northwest quarter of Section 29, and the Northeast quarter of Section 30, all in Township 29 North, Range 6 East, W.M., in Snohomish County, Washington, described as follows:

Beginning at the Southeast corner of the Southwest quarter of said Section 20;

Thence northerly along the east line of the southwest quarter of said Section 20, 1392 feet plus or minus, to the South line of the North half of the Southwest quarter of said Section 20;

Thence easterly, 30 feet plus or minus, to the easterly right of way of 123rd Ave SE;

Thence northerly along the easterly right of way of 123rd Ave SE, 468 feet plus or minus, to its intersection with the southerly right of way of Machias Cutoff and the existing city limits of the City of Lake Stevens;

Thence northwesterly along the southerly right of way of Machias Cutoff, 3360 feet plus or minus, to its intersection with southerly right of way of S Lake Stevens Rd and following along the existing city limits of the City of Lake Stevens;

Thence southwesterly along the southerly right of way of S Lake Stevens Rd, 560 feet plus or minus, to the west line of Mission Ridge Division No 3 as recorded under recording number 200212185001;

Thence southerly along the said west line, 1192 feet plus or minus, to the north line of Mission Ridge Division No. 2 as recorded under recording number 200101035002;

Thence westerly along the said north line, 339 feet plus or minus, to the west line of said Mission Ridge Division No. 2;

Thence southerly along the said west line, 687 feet plus or minus, to the southerly right of way of 18th Street SE;

Thence westerly along the southerly right of way of 18th Street SE, 1625 feet plus or minus, to the east line of the West 75 feet of the East 375 feet of Lot 2 of Ideal Garden Tracts as recorded under Volume 7 of plat, page 33;

Thence southerly along the east line West 75 feet of the East 375 feet of said Lot 2, 120 feet plus or minus, to the south line of the North 187 feet of said Lot 2,

Thence easterly along the south line of said North 187 feet of Lot 2, 20 feet plus or minus, to the west line of Lot 19 of Silver Leaf Condominium as recorded under recording number 200510175207;

Thence southerly along the west line of said Lot 19 and the west line of Common Element A, 180 feet plus or minus, to the north line of Lot 25 of said Silver Leaf Condominium;

Thence westerly along the said north line, 44 feet plus or minus, to the west line of said Silver Leaf Condominium;

Thence southerly along the said west line, 315 feet plus or minus, to the northerly right of way of 20th Street SE;

Thence easterly along the said northerly right of way, 335 feet plus or minus, to the west line of the Southeast quarter of said Section 19;

Thence southerly along the west line of said Southeast quarter, 60 feet plus or minus to the southerly right of way of 20th Street SE;

Thence easterly along the said southerly right of way, 5324 feet plus or minus, to the west line of Cascade Acres Division A as recorded under Volume 25 of plats, Page 6 and 7;

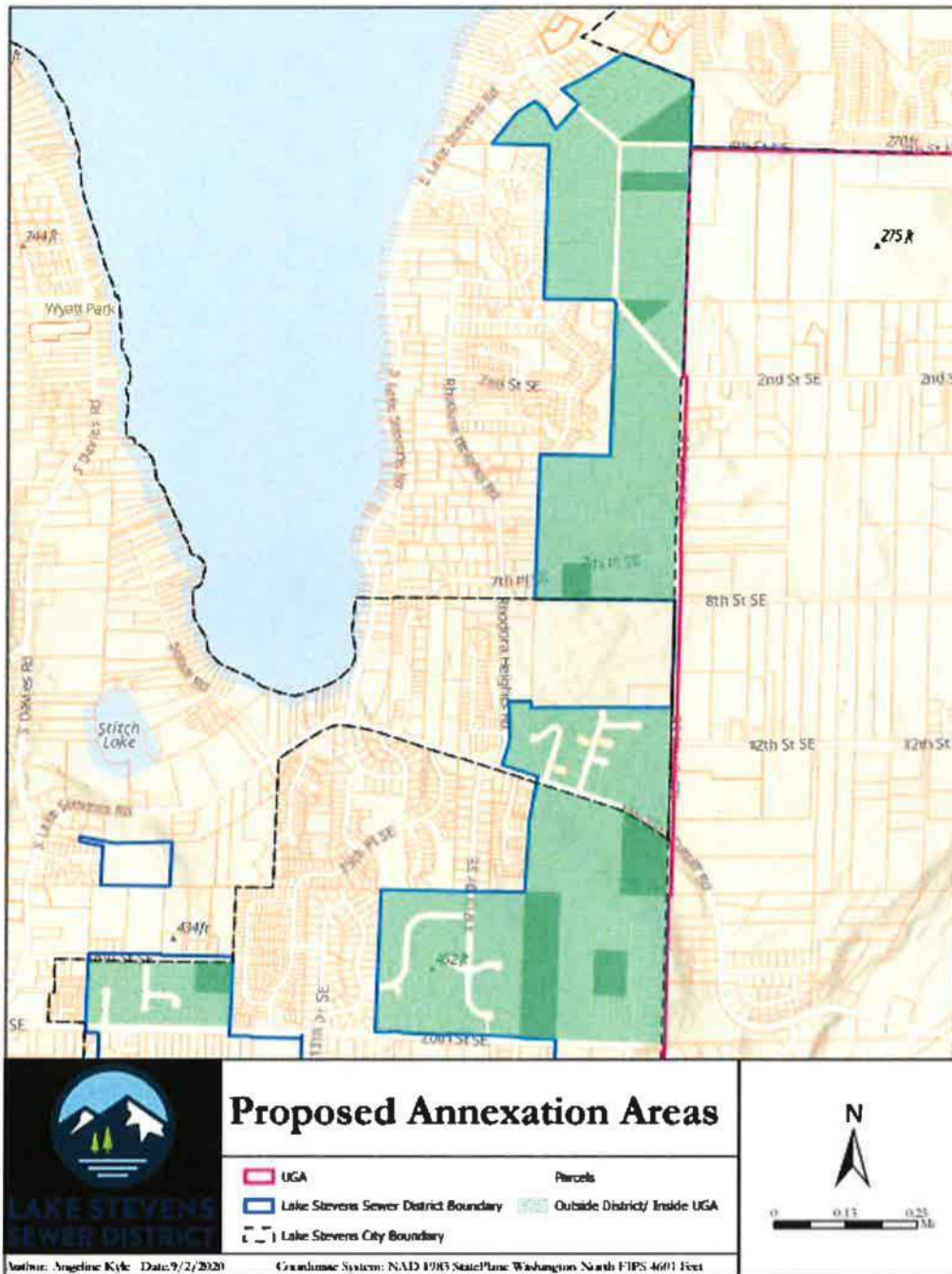
Thence northerly along said East line, 30 feet plus or minus, to the south line of said Section 20 and the True Point of Beginning.



This legal description/exhibit was initiated by CHS Engineers, LLC and this deliverable was completed by David Evans and Associates, Inc. The licensed professional whose stamp is affixed hereto has continuously acted as the professional in responsible charge and prepared or directed all phases of the work and legal description/exhibit.



EXHIBIT C – Southeast UGA Sewer Expansion Area Map



INTERLOCAL AGREEMENT BETWEEN THE CITY OF LAKE STEVENS,
 SNOHOMISH COUNTY, AND THE LAKE STEVENS SEWER DISTRICT
 CONCERNING THE SOUTHEAST INTERLOCAL ANNEXATION AND
 THE ORDERLY TRANSITION OF SERVICES PURSUANT TO RCW 35A.14.296

EXHIBIT D – 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.

EXHIBIT E – KNOWN DRAINAGE FACILITIES OWNED BY THE COUNTY OR OVER WHICH THE COUNTY HAS RIGHTS OR RESPONSIBILITIES

Area	FacID	Owner_Type	ROW	To Transfer
Area 1	F#429	County	Yes	Facility
Area 1	F#430	County	Yes	Facility
Area 1	F#1890, F#1891	County		Facility, property rights or responsibilities
Area 1	F#2724	County	Yes	Facility, property rights or responsibilities
Area 1	F#3599	County	Yes	Facility, property rights or responsibilities
Area 1	F#3600	County	Yes	Facility
Area 2	F#173	County		Facility, property rights or responsibilities
Area 2	F#175	County	Yes	Facility
Area 2	F#176	County	Yes	Facility
Area 2	F#177	County	Yes	Facility
Area 2	F#239	County	Yes	Facility, property rights or responsibilities
Area 2	F#3595	County		Facility, property rights or responsibilities
Area 1	F#815	Private		Property rights or responsibilities
Area 1	F#1736	Private		Property rights or responsibilities
Area 1	F#1737	Private		Property rights or responsibilities
Area 1	F#2323	Private		Property rights or responsibilities
Area 1	F#2641	Private		Property rights or responsibilities
Area 1	F#3634	Private		Property rights or responsibilities
Area 2	F#178	Private		Property rights or responsibilities
Area 2	F#1406	Private		Property rights or responsibilities
Area 2	F#1551	Private		Property rights or responsibilities
Area 2	F#1999	Private		Property rights or responsibilities
Area 2	F#3347	Private		Property rights or responsibilities



One Community Around the Lake

EXHIBIT E
SOUTHEAST INTERLOCAL ANNEXATION (NORTH AREA) NOTICE OF INTENT

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SEE COPY OF ORDINANCE NO. 1112 ON FOLLOWING PAGE

CITY OF LAKE STEVENS
Lake Stevens, Washington
REVISED ORDINANCE NO. 1112

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF LAKE STEVENS, WASHINGTON CONCERNING ANNEXATION BY INTERLOCAL AGREEMENT; APPROVING FINDINGS OF FACT; APPROVING AND AUTHORIZING THE MAYOR TO SIGN AN INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY, THE CITY OF LAKE STEVENS, AND THE LAKE STEVENS SEWER DISTRICT FOR THE SOUTHEAST INTERLOCAL ANNEXATION; PROVIDING FOR SEVERABILITY, AN EFFECTIVE DATE, AND FOR SUMMARY PUBLICATION BY ORDINANCE TITLE; AND FOR FILING OF THE ORDINANCE WITH THE BOARD OF SNOHOMISH COUNTY COMMISSIONERS.

WHEREAS, Section 35A.14.296 of the Revised Code of Washington (RCW) outlines the process for Washington code cities to annex unincorporated areas within their Urban Growth Area (UGA) pursuant to an interlocal agreement (“ILA”); and

WHEREAS, the City of Lake Stevens has adopted an Annexation Plan, under Resolution 2016-021, as a reasonable measure that provides an annexation strategy and which will help address the projected population deficiency, identified in the Snohomish County 2007 Buildable Lands Report, for the Lake Stevens UGA; and

WHEREAS, the City Council approved Resolution 2020-017 on July 14, 2020, which declared its intent to initiate negotiations with Snohomish County (“County”) on an ILA to annex areas within its UGA, pursuant to RCW 35A.14.296; and

WHEREAS, the Lake Stevens Sewer District (“District”) provided notice to the City of its intent to join as party to the ILA, as permitted by RCW 35A.14.296(2); and

WHEREAS, the City hosted public meetings on September 21, 2020 and December 9, 2020 to discuss the proposed annexation and to respond to questions from area residents and has posted information on the city’s website as it relates to the proposed annexation, including a copy of the ILA; and

WHEREAS, the City, County and District (“Parties”) have drafted an ILA (Exhibit A) that identifies the boundaries, legal description and effective date of the proposed annexation, and which established March 9, 2021 as the date of the joint public hearing between the Lake Stevens City Council and Snohomish County Council to consider approval of the agreement; and

WHEREAS, the ILA as written meets all other requirements of RCW 35A.14.296; and

WHEREAS, the ILA is consistent with the Interlocal Agreement between the City of Lake Stevens and Snohomish County Concerning Annexation and Urban Development within the Lake Stevens Urban Growth Area (“Master ILA”), as amended by the ILA, which is recorded under Snohomish County Auditor’s File Number 200511100706 and aims to facilitate the orderly transition of services and responsibilities for capital projects from the County to the City at the time of annexation of unincorporated areas of the County to the City; and

WHEREAS, the ILA applies only to the areas within the Southeast Interlocal Annexation Area identified in Exhibit A; and

WHEREAS, the City of Lake Stevens City Council has determined that the area will be liable for any of the outstanding indebtedness of the City of Lake Stevens; and

WHEREAS, the Ordinances 1073 and 1074 established Comprehensive Plan land use designations and zoning designations for the annexation area, as amended by Ordinances 1105 and 1106; and

WHEREAS, Section 6 of the ILA notes that all parcels in the annexation area with current county zoning that allow for residential development shall maintain a zoning designation that provides for residential development and not reduce the minimum gross residential density for those parcels below the density permitted by the county, for a minimum of five years; and

WHEREAS, the Parties published a notice of public hearing and notice of availability of the ILA in the Everett Herald for four consecutive weeks starting on February 12, 2021, and made a copy of the ILA available on the city and county websites; and

WHEREAS, the City Council, County Council, and District Board of Commissioners held a joint public hearing on March 9, 2021, where the public was afforded the opportunity to provide testimony; and

WHEREAS, the City Council has determined that the proposed annexation is consistent with all requirements of RCW 35A.14.296 as well as the city's adopted Annexation Plan and will help meet the city's goal of creating "One Community Around the Lake".

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAKE STEVENS, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. The City Council authorizes the Mayor to sign an Interlocal Agreement between Snohomish County, the City of Lake Stevens and the Lake Stevens Sewer District, attached hereto as **Exhibit A**, that annexes into the city those areas within the Southeast Interlocal Annexation Area.

Section 2. The effective date of the annexation is July 16, 2021.

Section 3. Severability. If any section, clause, phrase, or term of this ordinance is held for any reason to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance, and the remaining portions shall be in full force and effect.

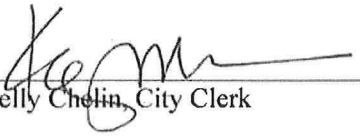
Section 4. Effective Date and Publication. A summary of this ordinance consisting of its title shall be published in the official newspaper of the City. This ordinance shall take effect and be in full force five days after the date of publication.

Section 5. A certified copy of this ordinance shall be filed with the board of county commissioners for Snohomish County as required by RCW 35A.14.296(5).

PASSED by the City Council of the City of Lake Stevens this 11th day of May 2021.

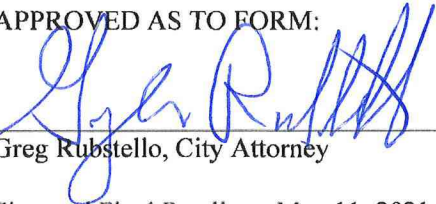

Brett Gailey, Mayor

ATTEST/AUTHENTICATION:



Kelly Chelin, City Clerk

APPROVED AS TO FORM:



Greg Rubstello, City Attorney

First and Final Reading: May 11, 2021

Published: 5/14/21

Effective Date: 5/19/21



INITIATOR RESPONSE TO FACTORS THE BOARD MUST CONSIDER

In accordance with RCW 36.93.170, the Boundary Review Board must consider several factors in reaching a decision on an annexation. The following responds specifically to a series of questions asked of the initiator on pages 2-4 of the NOI format outline (Sections V and VI).

OVERVIEW

Population of Proposal: ~1500 % of population to existing entity (County): 0.2%

Number of Acres: 262 acres (not including lake)

Population Density: 5.73 people per acre

Assessed Valuation: \$279,437,800 (2021)

Existing Land Use Designation (County): Urban Low Density Residential (ULDR)

Proposed Land Use Designation (City): Medium Density Residential (MDR) and Waterfront Residential (WR)

COUNTY'S COMPREHENSIVE PLAN AND COUNTYWIDE PLANNING POLICIES (RCW 36.70A.210)

Supporting County Comprehensive Plan Policies:

- LU Policy 1.C.4 Annexations and planned urban densities shall be prohibited outside of the UGA boundary
 - The proposed annexation area is within the Lake Stevens UGA.
- LU Policy 2.A.1 Maintain development regulations that will require that new residential subdivisions achieve a minimum net density of 4 dwelling units per acre in all unincorporated UGAs, except (1) in the UGAs of Darrington, Index, and Gold Bar as long as those cities do not have sanitary sewer systems and (2) in areas without sanitary sewers which the sewer purveyor with jurisdiction, or in nearest reasonable servicing proximity will certify are either an unsewered urban enclave or are not capable of being connected to public sewers via annexation within the next six years or by the improvements provided pursuant to its adopted six year capital facilities plan, (3) where regulations for development on steep slopes require reduced lot or dwelling unit yields, or (4) where a lower density is necessary because of the existence of critical areas that are large in scope, with a high rank order value, and are complex in structure and function. Lot size averaging, planned residential developments, sewerage regulations and other techniques may be used to maintain minimum density or to ensure later development at minimum densities is not inhibited when sanitary sewers become available
 - The ILA includes language requiring future development to achieve minimum net densities
 - The proposed zoning in the annexation area will be at a density equal to the County's
- The county shall not support any proposed annexation by a city unless and until an annexation agreement has been signed by the county and said city ensuring the continued implementation of Policy LU 2.A.1 for the area to be annexed.



- The County and City have executed a master interlocal agreement on annexation and urban growth, recorded under Auditor's File No. 200511100706.
- The County and City have also executed a specific interlocal agreement to this Southeast Interlocal Annexation.
- The proposed annexation is consistent with the interlocal agreement.

- IC 1.B.1 The county shall work with cities in planning for orderly transfer of service responsibilities in anticipation of potential or planned annexations or incorporations within UGAs.
 - Addressed by the interlocal agreements between the County and City.

- IC 1.B.2 In newly annexed areas within UGAs, the county shall continue to provide regional services while the cities provide urban services.
 - Addressed by the interlocal agreement between the County and City.

- IC 1.B.3 The county shall seek interlocal agreements with the cities to establish a process for transferring authority over pending projects, permits, and records and establishes reciprocal impact mitigation for transportation, parks, and schools prior to potential or planned annexations or incorporations.
 - Addressed by the interlocal agreement between the County and City.

- IC Policies 1.C.1 The county shall seek interlocal agreements with the cities which identify development standards for each UGA.
 - Addressed by the interlocal agreement between the County and City.

What Community Plan Governs the Proposal: Lake Stevens Comprehensive Plan for 2015-2035

County Plan Classification and Zoning: Urban Low Density Residential (ULDR) with zoning of R 9,600 and R 7,200

of lots permitted in classification (County): According to the 2012 Snohomish County Buildable Lands Report, the following densities were being achieved in these zones:

- ULDR: average of 5.87 units per acre

Relationship/Applicability to Snohomish County Agricultural Plan: NOT APPLICABLE

Relationship/Applicability to County Surface Water Management Plan: NOT APPLICABLE

LAKE STEVEN'S COMPREHENSIVE PLAN

1. *Is proposed annexation area in comprehensive plan/will a comprehensive plan need to be adopted:*
The future comprehensive plan and zoning designations were identified in a 2016 City Council Resolution and adopted as part of the 2019 and 2020 Comprehensive Plan dockets. The Lake Stevens City Council has indicated their intent to designate the Southeast Interlocal Annexation area as Medium Density Residential (MDR) and Waterfront Residential in the comprehensive plan with corresponding zoning designations of R6 and Waterfront Residential.



2. *When was existing comprehensive plan approved?* 2015, with annual updates via docket.
3. *Is area subject to pre-annexation agreement?* The City and Snohomish County entered into an interlocal agreement concerning annexation and urban development in 2005 and a Southeast Interlocal Annexation specific agreement on May 17, 2021.
4. *What is the proposed land use designation in your adopted comprehensive plan?* The proposed designation for the annexation area is MDR – Medium Density Residential and WR – Waterfront Residential.
5. *When were city's zoning regulations adopted?*
The zoning code was originally adopted in 1995, but sections of the code have since been amended, repealed or replaced to reflect current land use planning at the implementation level.

REVENUE ESTIMATES

1. **Estimated Expenditures Affected by Proposal:** In 2017, Lake Stevens tasked the FCS Group to complete a Fiscal Impact Report for annexation of the remaining southeastern areas of the Lake Stevens UGA. The draft report breaks the area into 3 sections. While the report is not specific to the Southeast Interlocal Annexation area, the report modeled increased expenditures for police, administrative staff and equipment totaling approximately \$805,328 to maintain appropriate levels of service over the next 20 years. The north area is included within "Annexation Area 1" of the FCS report, with a portion of Area 1 previously being annexed into the city in 2019.
2. **Estimated Revenues Affected by Proposal:** For the area that includes the Southeast Interlocal annexation, the FCS report indicates that there will be a temporary deficit to the general fund, but at full buildout of the larger area over the 25-year planning period, the estimated revenues would exceed expenditures with collection of taxable retail sales, property taxes and REET revenue. The report indicates that there may be deficit to street funds by the end of 2042 without identifying new funding sources.
3. **Estimate of County Revenue Lost:** The County would see reductions in property tax revenues and any building permit fees as well as any land use permit fees or impact fees. This would be proportionate to reduction in maintenance costs for stormwater management, streets, police services and general government. A financial analysis was completed by county departments as part of the ILA process.
4. **Estimate of County Expenditure Reduction:** The County would have a proportionate reduction in expenditures, including saving related to government services, stormwater management and road maintenance when these responsibilities are transferred to the city. A financial analysis was completed by county departments as part of the ILA process.
5. **Estimate of Fire District Revenue Lost:** The Fire District will not lose revenue associated with the annexation as the Fire District boundaries will not change.
6. **Estimate of Fire District Expenditure Reduction:** Fire District will not have any expenditure reduction associated with the annexation as the Fire District boundaries will not change.



7. Estimate of Other Special District Revenue/Loss: NOT APPLICABLE. There are no impacts to water, sewer or other special district boundaries.
8. Estimate of Other Special District Expenditure Reduction: NOT APPLICABLE. There are no impacts to water, sewer or other special district boundaries

SERVICES – LAW ENFORCEMENT

1. Current Law Enforcement Provider: Snohomish County Sheriff with Lake Stevens Back-up.
2. Current Emergency/Normal Response Time: 30-minutes plus County / 2-9 minutes Lake Stevens.
3. Initial Police Protection Plan: Routine patrols.
4. Back-up Plans (mutual aid, reserves): Lake Stevens has mutual aid agreements with County and all agencies.
5. Projected Police Growth Plan: Projected Police Growth Plan: The city has budgeted for two additional police officers to serve the annexation area and will assess additional needs resulting from future development.
6. Source of Dispatch: SNOCOM 911.

SERVICES – FIRE DEPARTMENT

NOT APPLICABLE. Snohomish Regional Fire and Rescue will continue to provide service to the area following annexation.

SERVICES – WATER

NOT APPLICABLE. Snohomish County PUD will continue to provide service to the area following annexation.

SERVICES – SEWER

Portions of the annexation area are within the Sewer District boundary while others or not. Areas outside of the service boundaries will need to be annexed in via a separate annexation process, as outlined in the ILA. Extension of sewer will largely be driven by private development in the foreseeable future.

GENERAL ITEMS

1. *Has an annexation agreement been required to extend services?* Properties currently outside of the sewer district boundaries will be required to annex into the district service area prior to the expansion of sewer services.
2. *Describe the topography and natural boundaries of the area.* The area has a mix of flat and hilly areas, with a number of steep slopes near the lakeshore between 3rd and 7th St SE. The proposed annexation area is bounded by Lake Stevens on the the west, the City of Lake Stevens to the north and south, and 123rd Ave SE (the UGA/RUTA boundary) to the east.



3. *How much growth projected for the area?* Per the draft 2021 Buildable Lands Report, the area has capacity for approximately 371 residential units.
4. *Other municipal or community services relevant to this proposal?* General governmental services such as public works (street and storm maintenance) planning and zoning, building inspection and administration will be provided by the City of Lake Stevens.
5. *Will there be any delay in services to the area?* No delay is expected in implementing service to this area. Properties outside of the sewer district service area will need to be annexed into the district via a separate process.
6. *Evaluation of present adequacy of services, costs and rates of service.* Some of the current properties are served by public sewer, water and garbage service is optional. Future development will be required to extend sewer and water services and garbage service will be required. Fire service will not change and police service will shift from the County sheriff being the primary with the City of Lake Stevens being the back up to the City being the primary and the County being the back-up.

Evaluation of future needs and costs. Needs and cost generally increase overtime. Per the FCS report, the City of Lake Stevens has adequate funding and reserves to provide city services to the proposed annexation area.

7. *Comparative property tax and utility costs for homeowner before/after annexation.*

	Levy Rate Per \$1,000 (2020)	Utility Tax
Snohomish County	\$10.56 (areas within Lake Stevens School District)	None
Lake Stevens	\$10.49 (areas within Lake Stevens School District)	Utility Excise Taxes: 6% - natural gas 6% - electricity 6% - telephone 6% - water 6% - garbage

OBJECTIVES (RCW 36.93.180)

1. *Preservation of natural neighborhoods and communities.*
 - The proposed annexation area is a mix of established residential subdivisions in the western and central portions and larger, less developed parcels along the eastern edge.
 - It is bordered to the west by the lake; north and south by the City of Lake Stevens; and east by 123rd Ave SE, which is the border between the UGA and RUTA.
2. *Use of physical boundaries, including but not limited to bodies of water, highways, and land contours.*
 - The proposed annexation uses physical boundaries as follows:
 - All borders are (or will be) bounded by the lake (Lake Stevens) or City of Lake Stevens except for the eastern boundary, which is the edge of the Urban Growth Area.



3. *Creation and preservation of logical service areas.*
 - The proposed annexation does not impact the service territories of any districts/special districts (e.g. fire district, school district, sewer district, water service, etc.) in the area.
 - This proposed annexation supports logical service as surrounding areas are currently within City jurisdiction and the city will be annexing the lake and major rights-of-way including 123rd Ave SE and E Lake Stevens Road.
4. *Prevention of abnormally irregular boundaries.*
 - The proposed boundaries following annexation will result in the entire lakefront area of Lake Stevens being within the incorporated city, with 123rd Ave SE providing the clear eastern boundary.
5. *Discouragement of multiple incorporations of small cities and encouragement of incorporation of cities in excess of ten thousand population in heavily populated urban areas.* NOT APPLICABLE
6. *Dissolution of inactive special purpose districts.* NOT APPLICABLE
7. *Adjustment of impractical boundaries.* NOT APPLICABLE
8. *Incorporation as cities or towns or annexation to cities or towns of unincorporated areas which are urban in character.*
 - The proposed annexation area is within the Lake Stevens Urban Growth Area and urban level development is either present or likely to occur, with or without the annexation.
9. *Protection of agricultural and rural lands which are designated for long term productive agricultural and resource use by a comprehensive plan adopted by the county legislative authority.* NOT APPLICABLE

NOTICE OF INTENTION COVER SHEET

Washington State
Boundary Review Board
for Snohomish County

3000 Rockefeller, M/S #409
Everett, WA 98201
425-388-3445

As required by RCW 36.93, a Notice of Intention is hereby submitted for proposed annexation. Name of jurisdiction: City of Lake Stevens Name of proposal: Southeast Interlocal Annexation: South Area Proceedings were initiated under authority of RCW 35A.14.296

By:



Interlocal Agreement Method: A code city may annex unincorporated territory pursuant to an interlocal agreement. This method of annexation shall be an alternative method and is additional to all other methods provided for in this chapter.

Is assumption of existing indebtedness to be required? Yes

Will simultaneous adoption of comprehensive plans be required? No. The area received comprehensive plan designations and zoning under Ordinances 1073 and 1074, as amended by Ordinances 1105 and 1106.

Name each governmental unit having jurisdiction within the boundaries of the proposal:

The following other persons (attorneys, etc.) shall receive communication regarding proposal:

Snohomish County, Lake Stevens Sewer District, Snohomish Regional Fire and Rescue, Lake Stevens School District, Snohomish School District, Snohomish County PUD (Water and Electric)

Greg Rubstello, City Attorney

Special purpose district means any sewer district, water district, fire protection district, drainage improvement district, drainage and diking improvement district, flood control zone district, irrigation district, metropolitan park district, drainage district, or public utility district engaged in water distribution.

Signatures on petition: N/A
Residences in area: 550
Population of area: ~1500

Assessed valuation: \$231,877,900 (2021)
Topography: Flat/Hilly
Current district boundaries and adjacent roads: Adjoining the City of Lake Stevens on its north (across Machias Cutoff Road) and west boundary, 20th St SE to the south, and 123rd Ave SE to the east (border of UGA/RUTA).

Acreage 245
Square miles 0.382

Proximity to other districts, cities, etc. Served by Lake Stevens Sewer District, Snohomish Regional Fire and Rescue, Lake Stevens School District, Snohomish School District and Snohomish PUD.

Present
Sewers Lake Stevens Sewer District
Water Snohomish County PUD
Roads Snohomish County Public Works
Fire Dist. Snohomish Regional Fire & Rescue
Police Snohomish County Sheriff

Proposed
No change
No change
City of Lake Stevens
No change
City of Lake Stevens

Growth Potential: 314 housing units*

Comparable

*Based on 2021 Draft Snohomish County Buildable Lands Report

Attachments:

\$50 Filing Fee
Notice of Intention (with attachments)
Perimeter legal (follow outside boundary)

Assessor and Vicinity Maps
~~Petition~~ (N/A)
Annexation Ordinance

Washington State
Boundary Review Board

Original 5/19/2021
Received Revised 6/23/2021

For Snohomish County

Petitioner (Spokesperson): David Levitan,
Planning Manager
Address: **1812 Main Street**
P.O. box 257
Lake Stevens, WA 98258
Phone: 425-622-9425

Initiator (District or Proponent): City of Lake Stevens
Representative Signature: 
Address/Phone: 1812 Main, PO Box 257, Lake Stevens, WA
98258

Direct communications to:
David Levitan, Planning Manager
City of Lake Stevens
PO Box 257
Lake Stevens, WA 98258
(425) 622-9425 dlevitan@lakestevenswa.gov

File No. 04-2021 Filed effectively this 24th day of June, 2021 by Pamela Yount
Chief Clerk



EXHIBIT A

SOUTHEAST INTERLOCAL ANNEXATION (SOUTH AREA) NOTICE OF INTENT

BRIEF DESCRIPTION & PURPOSE (RCW 36.93.130)

The City of Lake Stevens (Mayor Brett Gailey) has signed an Interlocal Agreement (Exhibit D) with Snohomish County (County Executive Dave Somers) and the Lake Stevens Sewer District (Board President Dan Lorentzen) under RCW 35A.14.296 and has passed Ordinance No. 1112 authorizing the annexation of approximately 245 acres known as the “Southeast Interlocal Annexation – South Area.” The City has submitted a separate Notice of Intent for the approximately 1,070-acre “North Area” also covered by the interlocal agreement (ILA), which includes the entirety of the lake (Lake Stevens).

The proposed annexation area is subject to the interlocal agreement method for code cities and the proposed annexation has met all statutory and procedural requirements of RCW 35A.14.296, is contiguous with the City of Lake Stevens and is within the City’s urban growth area boundary. The annexation will help the city fulfill its goal of creating “One Community Around the Lake”. As part of the ILA process, county staff reviewed the legal description and fiscal impacts of the proposed annexation.

The City of Lake Stevens has indicated in Ordinance No. 1112 (Exhibit E) that the annexation area will be required to assume its proportionate share of the City’s indebtedness. The city previously assigned Comprehensive Plan designations of Medium Density Residential (MDR) via Ordinances 1073 and 1105 and zoning designations of R6 via Ordinances 1074 and 1106. These comprehensive plan designations and zoning are consistent with the City’s 2015-2035 Comprehensive Plan. The City has anticipated these areas within the urban growth area would be annexed into the City, as indicated in the City’s Annexation Plan.

Per RCW 43.21C.222, the proposed annexation is exempt from the State Environmental Policy Act. The city completed SEPA environmental review of the proposed land use and zoning designations in the annexation area as part of its 2019 (Ordinances 1073/1074) and 2020 (Ordinances 1105/1106) Comprehensive Plan dockets.

The proposed annexation will help meet the identified planning goals of the Growth Management Act (RCW 36.70A.020) through compliance with the City’s Comprehensive Plan, which among other things aims to:

- focus urban growth in existing areas
- ensure the adequate provision of urban services and public facilities, including parks and open space
- protect critical areas and natural resources
- provide a variety of housing options for all segments of the population
- encourage participation in the public planning process.

The nearly yearlong process to approve the Southeast Interlocal Annexation has involved numerous mailings, public meetings, and public hearings. The ILA addresses all required components of RCW 35A.14.296. The proposed annexation will not result in any changes to the boundaries for sewer service (Lake Stevens Sewer District), water service (Snohomish County PUD), or fire protection (Snohomish Regional Fire and Rescue). Per Section 2.3 of the ILA, the sewer district intends to annex those portions of the annexation area outside of its service boundaries through a separate process, utilizing one of the methods authorized under Chapter 57.24 RCW.



One Community Around the Lake

EXHIBIT B
SOUTHEAST INTERLOCAL ANNEXATION (SOUTH AREA) NOTICE OF INTENT

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SEE LEGAL DESCRIPTION ON FOLLOWING PAGE

CITY OF LAKE STEVENS ANNEXATION LEGAL DESCRIPTION UGA AREA (SOUTH)

Those portions of the Northeast quarter, Southeast quarter and the Southwest quarter of Section 19, the Northwest quarter, Southwest quarter and the Southeast quarter of Section 20, the Northwest quarter of Section 29, and the Northeast quarter of Section 30, all in Township 29 North, Range 6 East, W.M., in Snohomish County, Washington, described as follows:

Beginning at the Southeast corner of the Southwest quarter of said Section 20;

Thence northerly along the east line of the southwest quarter of said Section 20, 1392 feet plus or minus, to the South line of the North half of the Southwest quarter of said Section 20;

Thence easterly, 30 feet plus or minus, to the easterly right of way of 123rd Ave SE;

Thence northerly along the easterly right of way of 123rd Ave SE, 468 feet plus or minus, to its intersection with the southerly right of way of Machias Cutoff and the existing city limits of the City of Lake Stevens;

Thence northwesterly along the southerly right of way of Machias Cutoff, 3360 feet plus or minus, to its intersection with southerly right of way of S Lake Stevens Rd and following along the existing city limits of the City of Lake Stevens;

Thence southwesterly along the southerly right of way of S Lake Stevens Rd, 560 feet plus or minus, to the west line of Mission Ridge Division No 3 as recorded under recording number 200212185001;

Thence southerly along the said west line, 1192 feet plus or minus, to the north line of Mission Ridge Division No. 2 as recorded under recording number 200101035002;

Thence westerly along the said north line, 339 feet plus or minus, to the west line of said Mission Ridge Division No. 2;

Thence southerly along the said west line, 687 feet plus or minus, to the southerly right of way of 18th Street SE;

Thence westerly along the southerly right of way of 18th Street SE, 1625 feet plus or minus, to the east line of the West 75 feet of the East 375 feet of Lot 2 of Ideal Garden Tracts as recorded under Volume 7 of plat, page 33;

Thence southerly along the east line West 75 feet of the East 375 feet of said Lot 2, 120 feet plus or minus, to the south line of the North 187 feet of said Lot 2;

Thence easterly along the south line of said North 187 feet of Lot 2, 20 feet plus or minus, to the west line of Lot 19 of Silver Leaf Condominium as recorded under recording number 200510175207;

Thence southerly along the west line of said Lot 19 and the west line of Common Element A, 180 feet plus or minus, to the north line of Lot 25 of said Silver Leaf Condominium;

Thence westerly along the said north line, 44 feet plus or minus, to the west line of said Silver Leaf Condominium;

Thence southerly along the said west line, 315 feet plus or minus, to the northerly right of way of 20th Street SE;

Thence easterly along the said northerly right of way, 335 feet plus or minus, to the west line of the Southeast quarter of said Section 19;

Thence southerly along the west line of said Southeast quarter, 60 feet plus or minus to the southerly right of way of 20th Street SE

Thence easterly along the said southerly right of way, 5324 feet plus or minus, to the west line of Cascade Acres Division A as recorded under Volume 25 of plats, Page 6 and 7;

Thence northerly along said East line, 30 feet plus or minus, to the south line of said Section 20 and the True Point of Beginning.



This legal description/exhibit was initiated by CHS Engineers, LLC and this deliverable was completed by David Evans and Associates, Inc. The licensed professional whose stamp is affixed hereto has continuously acted as the professional in responsible charge and prepared or directed all phases of the work and legal description/exhibit.



A PORTION OF SEC 19, 20, 29 & 30 TWP 29 N, RGE 6 E, W.M. IN SNOHOMISH COUNTY, WA.

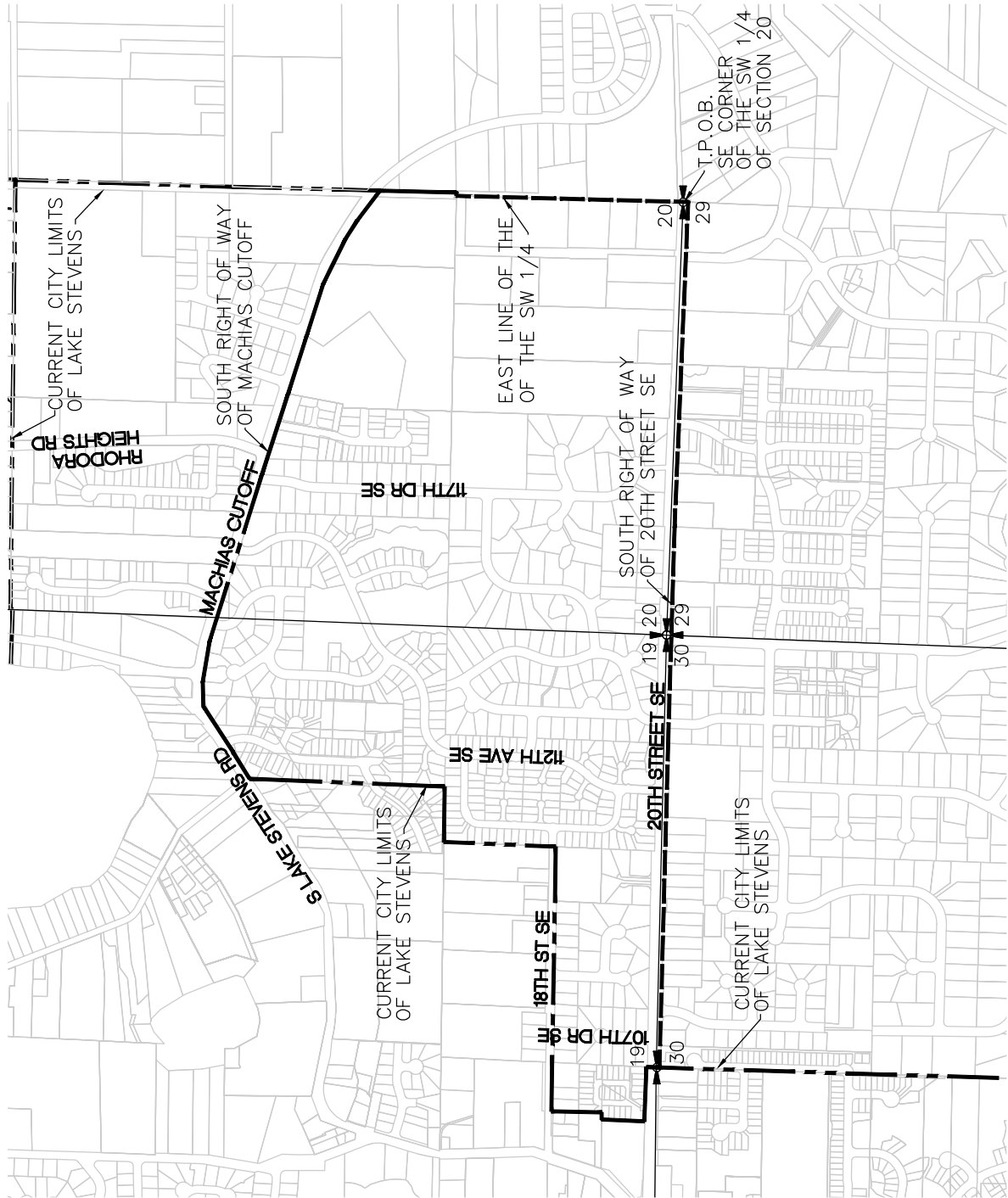


EXHIBIT "A"
CITY OF LAKE STEVENS
ANNEXATION
LEGAL DESCRIPTION



12507 Bel-Red RD., Suite 101,
Bellevue, WA 98005
www.chsengineers.com
Ph: 425-637-3693

Scale
1" = 1000'

Drawn by JPC Project # 372004
Checked by RL Date 06-22-20

Sheet
1 / 1



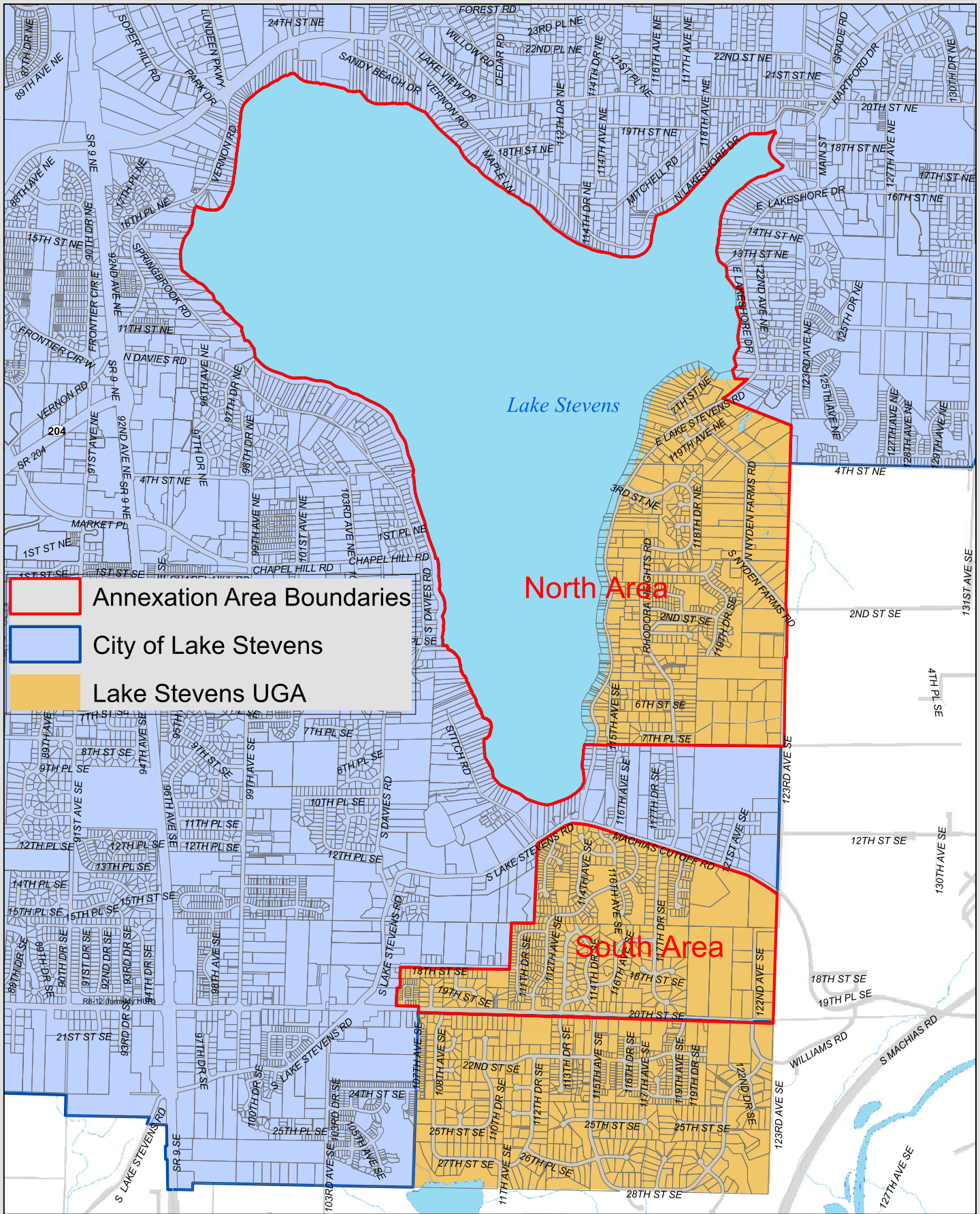
One Community Around the Lake

EXHIBIT C
SOUTHEAST INTERLOCAL ANNEXATION (SOUTH AREA) NOTICE OF INTENT

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SEE REQUIRED MAPS ON FOLLOWING PAGES



----- CITY OF -----
LAKE STEVENS
SE INTERLOCAL ANNEXATION



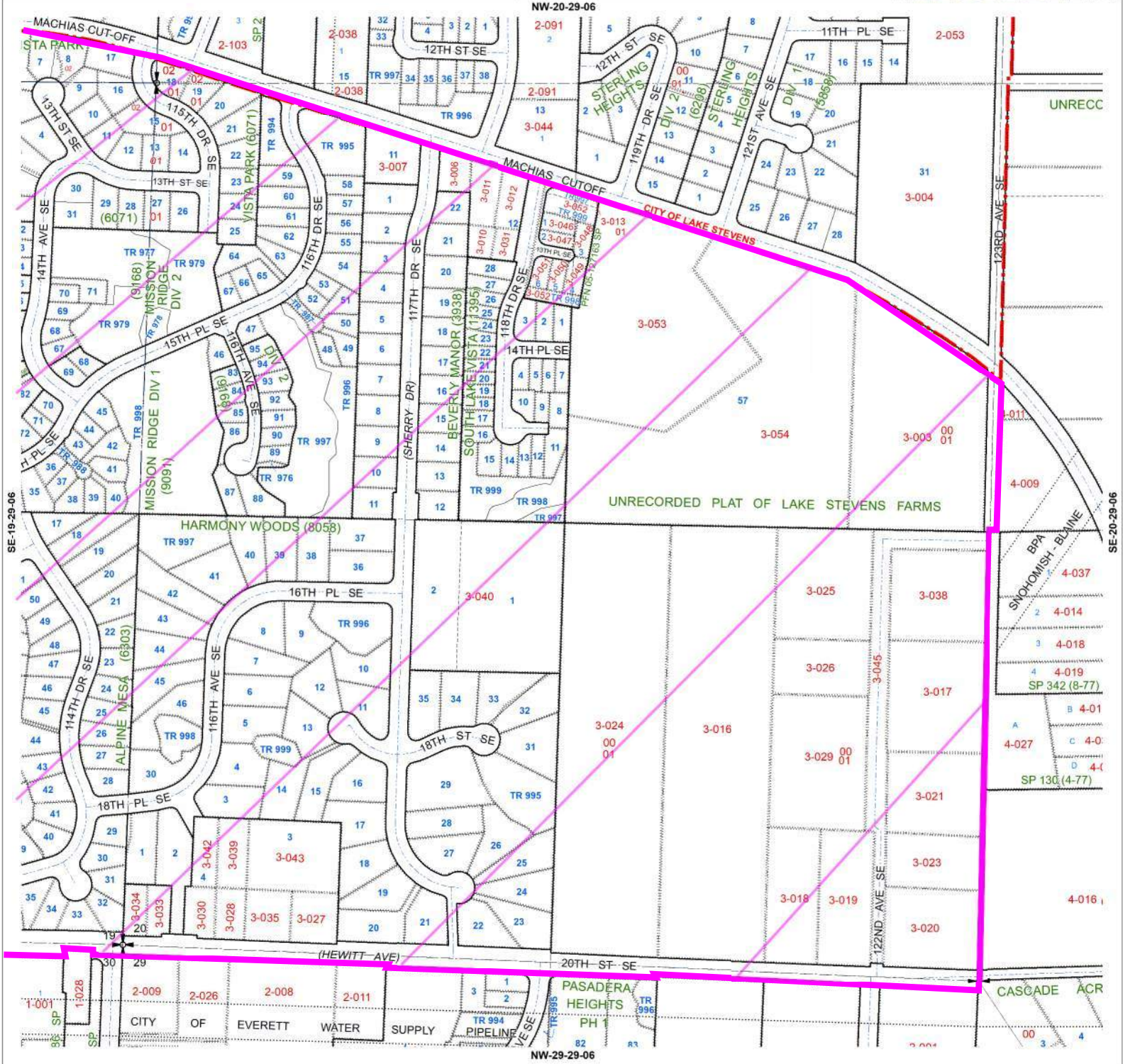
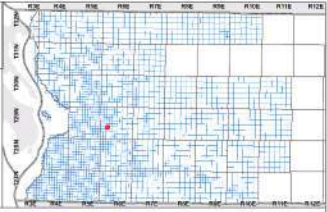
QUARTER	SECTION	TOWNSHIP N.W.B.L.	RANGE E.W.M.
SW	20	29	6

Centerline	Lot	Block	Section	City Limits
Gov Lot	Subdiv	ROW	Quarter	Tax Acct
Major Water	Other Lot	Vac ROW	16th	Easement
Minor Water	Other Subdiv	Vac Lot		

ALL DATA, DATA, AND INFORMATION ON THIS MAP ARE FOR INFORMATIONAL PURPOSES ONLY AND ARE NOT TO BE CONSIDERED AS OFFICIAL. LIABILITY FOR THE REPRESENTATION OF THE SNOHOMISH COUNTY CODE, INTERPRETATION AND APPLICATION OF THE DATA, TOGETHER WITH OTHER APPROPRIATE COUNTY CODES, POLICIES AND PROCEDURES, AND THE ACCURACY, COMPLETENESS AND QUALITY OF THE DATA CONTAINED HEREIN AND EXPLICITLY DISCLAIMS ANY LIABILITY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. ALL INFORMATION CONTAINED ON THIS MAP IS PROVIDED AS IS WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. CLAIMS OF LIABILITY ARISING OUT OF ANY SERVICE CONTRACT OR INFORMATION CONTAINED HEREIN ARE DISCLAIMED. INFORMATION IS NOT TO BE USED FOR ANY PURPOSES OTHER THAN THOSE FOR WHICH IT WAS PROVIDED. ACCESS TO DATA OR INFORMATION IS FOR THE NON-COMMERCIAL PURPOSES AND THE NON-COMMERCIAL USE MAY BE MADE OF ANY DATA CONTAINED HEREIN.

Map produced on February 24, 2021

A product of the Assessor's Office
Snohomish County, Washington



Annexation Area Boundary

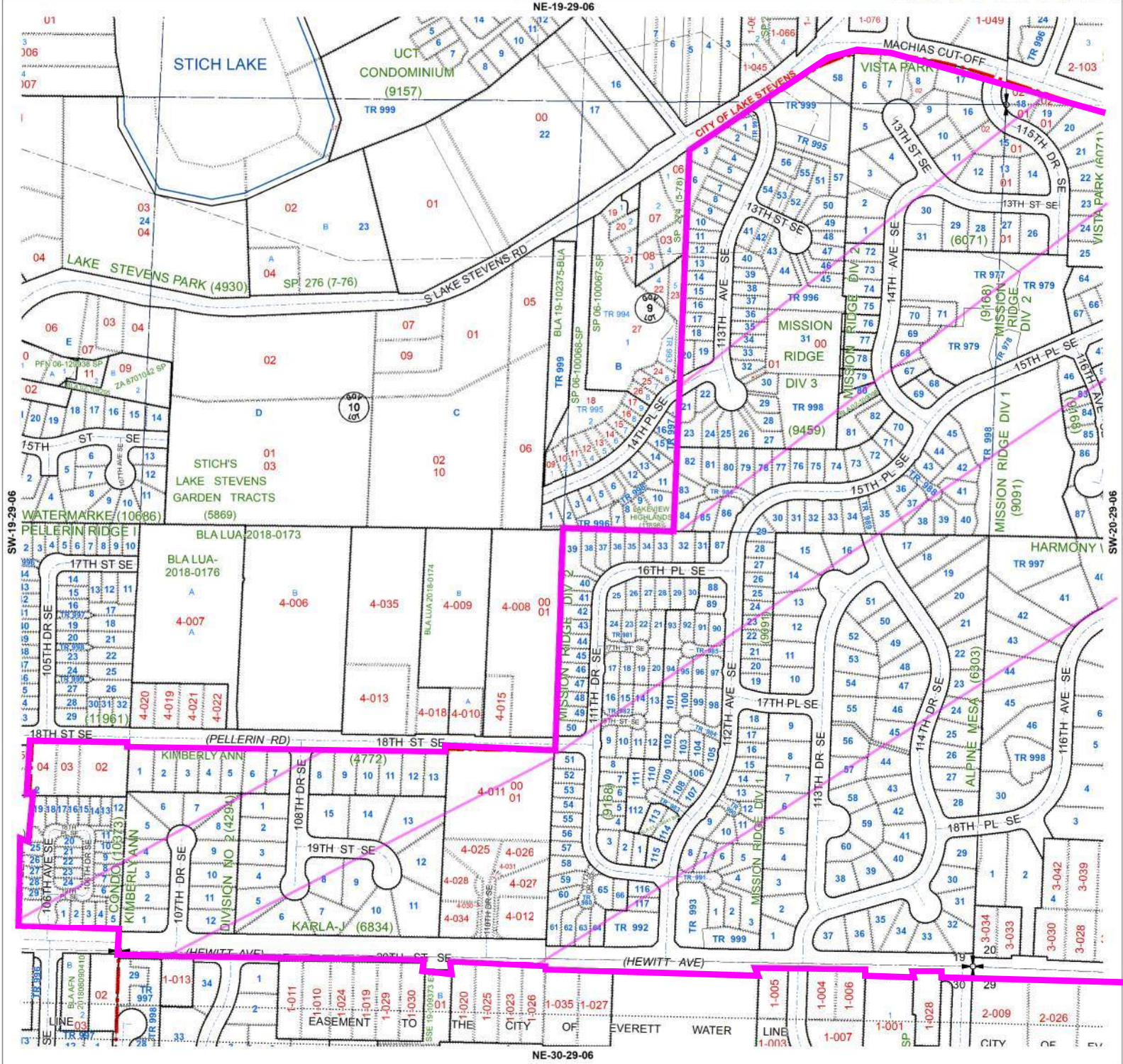
QUARTER	SECTION	TOWNSHIP N.W.B.L.	RANGE E.W.M.
SE	19	29	6

Centerline	Lot	Block	Section	City Limits
Gov Lot	Subdiv	ROW	Quarter	Tax Acct
Major Water	Other Lot	Vac ROW	16th	Easement
Minor Water	Other Subdiv	Vac Lot		

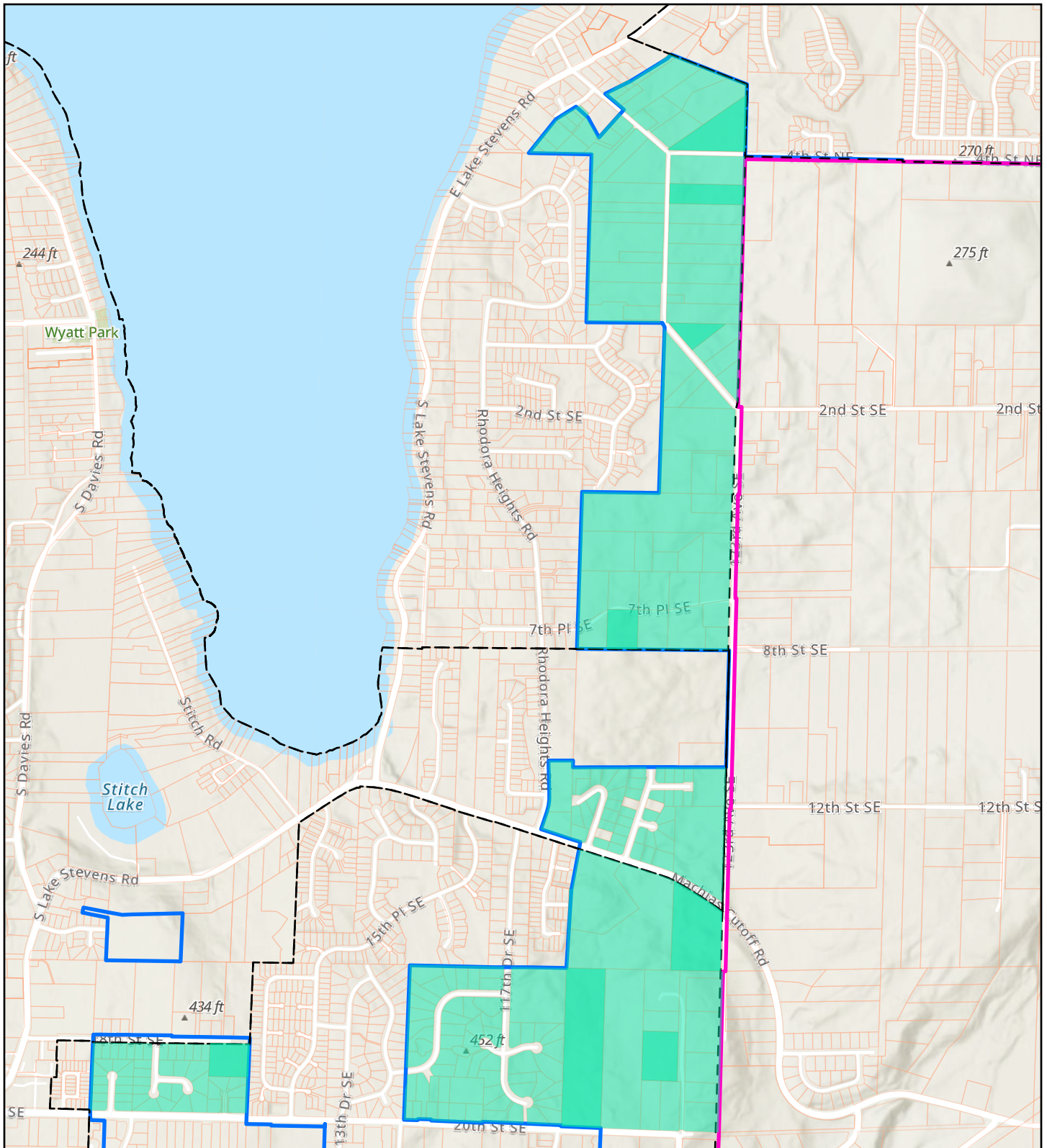
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Map produced on January 05, 2021

A product of the Assessor's Office
Snohomish County, Washington

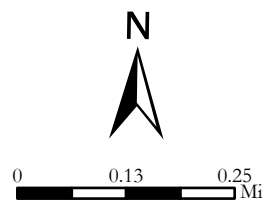


Annexation Area Boundary



Proposed Annexation Areas

- UGA
- Lake Stevens Sewer District Boundary
- Lake Stevens City Boundary
- Parcels
- Outside District/ Inside UGA





One Community Around the Lake

EXHIBIT D
SOUTHEAST INTERLOCAL ANNEXATION (SOUTH AREA) NOTICE OF INTENT

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SEE APPROVED INTERLOCAL AGREEMENT ON FOLLOWING PAGE

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF LAKE STEVENS, SNOHOMISH COUNTY,
AND THE LAKE STEVENS SEWER DISTRICT
CONCERNING THE SOUTHEAST INTERLOCAL ANNEXATION AND
THE ORDERLY TRANSITION OF SERVICES PURSUANT TO RCW 35A.14.296**

1. PARTIES

This Interlocal Agreement ("Agreement" or "ILA") is made by and between the City of Lake Stevens ("City"), a Washington municipal corporation; Snohomish County ("County"), a political subdivision of the State of Washington; and the Lake Stevens Sewer District ("District"), a special purpose district of the State of Washington, collectively referred to as the "Parties," pursuant to Chapter 35A.14 RCW (Annexation by Code Cities), Chapter 36.70A RCW (Growth Management Act), Chapter 36.115 RCW (Governmental Services Act), Chapter 43.21C RCW (State Environmental Policy Act), Chapter 36.70B RCW (Local Project Review), Chapter 58.17 RCW (Subdivisions), Chapter 82.02 RCW (Excise Taxes), and Chapter 39.34 RCW (Interlocal Cooperation Act).

2. PURPOSE

- 2.1 Primary purpose. The primary purpose of this Agreement is to set forth the terms of the Parties' agreement to the annexation ("Annexation") to the City of territory located within the Southeast Interlocal Annexation area, which area is referred to herein as the "Annexation Area," pursuant to RCW 35A.14.296. The territory included in the Annexation Area, including the entirety of the lake, is depicted in Exhibit A and a legal description is provided in Exhibit B to this Agreement, and incorporated herein by this reference. The Annexation Area is completely within the City's Urban Growth Area (UGA) designated under RCW 36.70A.110.
- 2.2. Orderly transition of services and capital projects. The City, County, and District recognize the need to facilitate an orderly transition of services and capital projects from the County to the City at the time of the Annexation.
- 2.3 Secondary purpose. The secondary purpose of this Agreement is to identify those areas within the City's UGA that the District intends to annex pursuant to one of methods authorized under Chapter 57.24 RCW. This area is referred to herein as the "Sewer Expansion Area". The Sewer Expansion Area is completely within the City's UGA, as depicted in Exhibit C and consistent with the *City of Lake Stevens Sewer District Unified Sewer Services and Annexation Agreement*, effective May 23, 2005, and recorded under Auditor File # 200604250536), and its subsequent amendments. No specific timeframe has been established for future annexations of the sewer expansion area.

3. GENERAL AGREEMENT REGARDING ANNEXATION

- 3.1 Applicability of Master Annexation ILA. The Parties recognize the existence of a certain *Interlocal Agreement Between the City of Lake Stevens and Snohomish County Concerning Annexation and Urban Development Within the Lake Stevens Urban Growth Area*, effective October 26, 2005, and recorded under Auditor's File #200511100706 ("Master Annexation ILA"), that addresses certain actions related to annexation. The Parties agree and intend that the Master Annexation ILA shall have applicability, force, and effect with respect to the Annexation contemplated herein, except where specifically amended in Section 4 of this Agreement, where specific issues are identified that are not contained in the Master Annexation ILA.
- 3.2 Applicability of Unified Sewer Services and Annexation Agreement. The Parties recognize the existence of a certain *City of Lake Stevens and Lake Stevens Sewer District Unified Sewer Services and Annexation Agreement*, effective May 23, 2005 and recorded under Auditor's File # 200604250536 and amended on four occasions, most recently on September 27, 2010 ("Unified Sewer Services and Annexation Agreement"), that addresses the unification of the sewerage system within the UGA and coordination of capital projects and annexations affecting the sewerage system
- 3.3 Snohomish County Tomorrow Annexation Principles. The Parties intend that this Agreement, together with the Master Annexation ILA, be interpreted in a manner that furthers the objectives articulated in the Snohomish County Tomorrow Annexation Principles. For this purpose, 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 Agreement as Exhibit D and incorporated herein by this reference.
- 3.4 Annexation approval. The Parties agree to hold a joint public hearing on this Agreement on March 9, 2021. The Parties agree that following execution of this Agreement, the City shall pursue the annexation of the territory depicted and described in Exhibits A and B by adoption of an ordinance pursuant to RCW 35A.14.296
- 3.5 Effective date of annexation. The Parties agree that the City's annexation shall become effective ~~May 28~~ July 16, 2021.

4. AMENDMENT TO THE MASTER ANNEXATION ILA AND ADDITIONAL AGREEMENTS

4.1 Amendment to Section 3.3 of the Master Annexation ILA. Section 3.3 of the Master Annexation ILA is amended as follows:

3.3 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 ensure that new residential subdivisions and development will achieve a minimum net density¹ of four dwelling units per acre and that will accommodate within its jurisdiction the population, housing, and employment allocation assigned by Snohomish 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.

¹For purposes of this agreement, minimum net density is the density of development excluding roads, drainage detention/retention areas, biofiltration swales, areas required for public use, and critical areas and their required buffers. Minimum density is determined by rounding up to the next whole unit or lot when a fraction of a unit or lot is 0.5 or greater.

4.2 Amendment to Section 9.1 of the Master Annexation ILA. Section 9.1 of the Master Annexation ILA is deleted in its entirety and replaced with the following:

9.1 Legal control and maintenance responsibilities. If an annexation area includes surface water management improvements or facilities (i) in which the COUNTY has an ownership interest, (ii) over or to which the COUNTY has one or more easements for access, inspection and/or maintenance purposes, and/or (iii) relating to which the COUNTY has maintenance, monitoring, or other responsibilities, all such ownership interests, rights and responsibilities shall be transferred to the CITY, effective by the date of the annexation, except as otherwise negotiated between the Parties in any subsequent agreements. The COUNTY agrees to provide a list of all such known surface water management improvements and facilities to the CITY. If the COUNTY'S current Annual Construction Plan or Surface Water Management Division budget includes major surface water projects in the area to be annexed, the Parties will determine how funding, construction, programmatic and subsequent operational responsibilities, 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.

4.3 Amendment to Section 9.2 of the Master Annexation ILA. Section 9.2 of the Master Annexation ILA is deleted in its entirety and replaced with the following:

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 the COUNTY'S Surface Water Management Utility District. Surface water management service charges are collected at the beginning of each calendar year through real property tax statements. Upon the effective date of an annexation, the CITY hereby agrees that the COUNTY may continue to collect and, pursuant to Title 25 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 surface water services designated in that year's budget. These services, which do not include servicing of drainage systems in road right-of-way, will be provided through the calendar 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. If the CITY intends for the COUNTY to continue providing surface water services beyond the calendar year after annexation, a separate interlocal agreement must be negotiated between the Parties.

4.4 Amendment to Section 9.3 of the Master Annexation ILA. Section 9.3 of the Master Annexation ILA is deleted in its entirety.

4.5 Amendment to Section 9 of the Master Annexation ILA. Section 9 of the Master Annexation ILA is amended to add new Master Annexation ILA sections 9.3, 9.4, 9.5, 9.6, 9.7, and 9.8 as follows:

9.3 Compliance with National Pollutant Discharge Elimination System (NPDES) Municipal Stormwater Permit. The Parties acknowledge that upon the effective date of any annexation, the annexation area will become subject to the requirements of the CITY'S Phase II NPDES Municipal Stormwater Permit, and will no longer be subject to the requirements of the COUNTY'S Phase I NPDES Municipal Stormwater Permit. Notwithstanding the COUNTY'S continued provision of stormwater management services in an annexation area pursuant to Subsection 9.2, the CITY expressly acknowledges, understands and agrees that from and after the effective date of any annexation (i) the CITY shall be solely responsible for ensuring the requirements of the CITY'S NPDES Permit are met relating to the annexation area, and (ii) any stormwater management services the COUNTY continues to provide in the annexation area pursuant to Subsection 9.2 will not be designed or intended to ensure or guarantee compliance with the requirements of the CITY'S Phase II NPDES Permit.

9.4 Access during remainder of calendar year in which annexation occurs. To ensure the COUNTY is able to promptly and efficiently perform surface water management services in the annexation area after the effective date of annexation, as described in Subsection 9.2, the CITY shall provide the COUNTY with reasonable access to all portions of the annexation area in which

such services are to be performed. Reasonable access shall include, by way of example and not by way of limitation, the temporary closing to traffic of streets, or portions thereof, if such closing is reasonably necessary to perform the service at issue.

9.5 Surface Water Facility Data. In addition to the list of COUNTY facilities and assets provided in Subsection 9.1, the COUNTY shall provide:

9.5.1 Available data on surface water facilities which the COUNTY has in its database, which may include but not be limited to: inspection and maintenance records, spatial and attribution data (ArcGIS), As-Built construction plans, ownership status (private, public), and current maintenance responsibility.

9.5.2 Available data on surface water programs concerning the annexation area, which may include but not be limited to: drainage complaints; water quality complaints; business inspections; facility inspections; education and outreach; monitoring; salmon recovery; and special studies.

9.6 Surface Water Management cases referred to Planning and Development Services (PDS) code enforcement for county code violations. Any pending Surface Water Management cases referred to PDS code enforcement for county code violations relating to real property located in an annexation area 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 at the CITY'S discretion. The COUNTY agrees to make its employees available as witnesses at no cost to the CITY, if necessary, to assist with transferred code enforcement cases. Upon request, the COUNTY agrees to provide the CITY with copies of any files and records related to any transferred case.

9.7 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.

9.8 Transfer of Federal and State Permits. If there are structures or work related to COUNTY surface water management improvements or facilities that are authorized under active federal or state permits located in an annexation area, as the new owner the CITY, if allowed by the federal or state permit, agrees to execute documents validating the transfer of the permit(s) and accept the responsibility and liabilities associated with compliance with the permit(s) terms and conditions, unless otherwise mutually agreed to in writing. Active

federal or state permits are those permits under which there are responsibilities and duties that have not been completed by the permittee according to the permit terms and conditions, including but not limited to, monitoring and maintenance responsibilities and duties.

5. SURFACE WATER MANAGEMENT IMPROVEMENTS AND FACILITIES

In accordance with Section 9.1 of the Master Annexation ILA, an initial list of known surface water management improvements and facilities owned by the County or over which the County has rights or responsibilities in the Annexation Area is attached and incorporated hereto as Exhibit E. While the County has made its best efforts to provide a list of all known surface water management improvements and facilities, the exclusion of any County owned facilities or property interests located within the Annexation Area from Exhibit E, does not change the Parties agreement that any ownership interests, rights and responsibilities associated with County surface water management improvement and facilities in the Annexation Area shall be transferred to the City, effective by the date of the annexation.

6. RESIDENTIAL ZONING

For all parcels zoned by the County for residential development in the Annexation Area, in accordance with RCW 35A.14.296(2) the City agrees that for a period of five years after the effective date of annexation the City shall maintain a zoning designation that provides for residential development and not reduce the minimum gross residential density for those parcels below the density allowed for by the County zoning designation in effect prior to annexation. The City assigned zoning pre-designations for the Annexation Area via City Ordinance 1073 and as amended by City Ordinance 1106, which comply with the requirements of RCW 35A.14.296(2).

7. TRANSFER OF SUNSET PARK

Sunset Park is a 0.27-acre park located at 410 E Lake Stevens Rd (Assessor Parcel # 00533400001500) that is currently owned and managed by the County. As part of this Agreement, ownership and maintenance responsibilities for Sunset Park will be transferred to the City in its existing condition. The City has identified several capital improvements to the park to bring it up to the City's level of service for parks and to address bank and shore stabilization issues. The County agrees to support the City in its pursuit of funding sources for necessary park improvements.

8. FUTURE CAPITAL IMPROVEMENTS

The County has not identified any planned capital improvements to roads or other existing transportation infrastructure or to the list of surface water facilities listed in Exhibit E. The County agrees to work cooperatively on identifying and planning needed transportation improvements within and adjacent to the annexation area that will meet the needs of both city and countywide multimodal traffic. The County Surface Water Management staff expertise provided under this

section will be limited to available technical knowledge about surface water conditions and infrastructure in the Annexation Area.

9. THIRD PARTY BENEFICIARIES

There are no third-party beneficiaries to this Agreement, and this Agreement shall not be interpreted to create any third party beneficiary rights.

10. DISPUTE RESOLUTION

Except as herein provided, no civil action with respect to any dispute, claim or controversy arising out of or relating to this Agreement may be commenced until the dispute, claim or controversy has been submitted to a mutually agreed upon mediator. The Parties agree that they will participate in the mediation in good faith, and that they will share equally in its costs. Each Party shall be responsible for the costs of their own legal representation. Each Party may seek equitable relief prior to the mediation process, but only to preserve the status quo pending the completion of that process. The Parties agree to mediate any disputes arising under this Agreement including, without limitation, disputes regarding the annexation process or responsibilities of the Parties prior to the Boundary Review Board hearing on the Annexation.

11. HONORING EXISTING AGREEMENTS, STANDARDS AND STUDIES

In the event a conflict exists between this Agreement and any agreement between the Parties in existence prior to the effective date of this Agreement, the terms of this Agreement shall govern the conflict. As between the District and the City, this Agreement is intended to address the future annexation of territory by the District located within the Southeast Interlocal Annexation Area under chapter 57.24 RCW. Other than the implications of the additional territory, this Agreement does not change the terms and conditions of the Unified Sewer Services and Annexation Agreement.

12. 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 all applicable state or local laws. The County and City retain the ultimate authority for land use and development decisions within their respective jurisdictions. By executing this Agreement, the County and City do not intend to abrogate the decision-making responsibility or police powers vested in them by law.

13. EFFECTIVE DATE, DURATION AND TERMINATION

13.1 Effective Date. This Agreement shall become effective following the approval of the Agreement by the official action of the governing bodies of the Parties and the

signing of the Agreement by an authorized representative of each Party hereto.

13.2 Duration. This Agreement shall be in full force and effect through December 31, 2030. If the Parties desire to continue the terms of the Agreement after the Agreement is set to expire, the Parties may either negotiate a new agreement or extend this Agreement through the amendment process.

13.3 Termination. Any Party may terminate this Agreement upon ninety (90) days advance written notice to the other party. Notwithstanding termination of this Agreement, the Parties are responsible for fulfilling any outstanding obligations under this Agreement incurred prior to the effective date of the termination.

14. INDEMNIFICATION AND LIABILITY

14.1 Indemnification of County. 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.

14.2 Indemnification of City. 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.

14.3 Extent of liability. 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.

14.4 Hold harmless. 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 or failure by the County to comply with Chapter 82.02 RCW.

15. SEVERABILITY

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

16. EXERCISE OF RIGHTS OR REMEDIES

Failure of any Party to exercise any rights or remedies under this Agreement shall not be a waiver of any obligation by any other Party and shall not prevent any other Party from pursuing that right at any future time.

17. RECORDS

The Parties shall maintain adequate records to document obligations performed under this Agreement. The Parties shall have the right to review each other's records with regard to the subject matter of this Agreement, except for privileged documents, upon reasonable written notice.

The City, the County, and the District each acknowledges, agrees and understands that each party is a public agency subject to certain disclosure laws, including, but not limited to Washington's Public Records Act, chapter 42.56 RCW. This Agreement and all public records associated with this Agreement shall be retained and be available from the City, the County, and the District for inspection and copying where required by the Public Records Act, Chapter 42.56 RCW.

18. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties concerning the Annexation, except as set forth in Section 3 and Section 4 of this Agreement.

19. 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.

20. CONTINGENCY

The obligations of the City, the County and the District 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 Agreement, the City, the County, or the District may terminate the Agreement under Subsection 13.3 of this Agreement, subject to renegotiation under those new funding limitations and conditions.

21. FILING

A copy of this Agreement shall be filed with the Lake Stevens City Clerk and recorded with the Snohomish County Auditor's Office or as otherwise allowed or required under state law.

22. ADMINISTRATORS AND CONTACTS FOR AGREEMENT

The Administrators and contact persons for this Agreement are:

Russ Wright
Community Development Director
City of Lake Stevens
1812 Main St.
Lake Stevens, WA 98258
(425) 334-1012

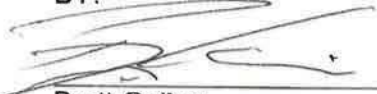
Eileen Canola
Snohomish County
Department of Planning and Development Services
3000 Rockefeller Ave.
Everett, WA 98201
(425) 262-2253

Johnathan Dix
Assistant General Manager
Lake Stevens Sewer District
1106 Vernon Road, Suite A
Lake Stevens, WA 98258
(425) 334-8588

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

Dated this 12th day of May 2021.

CITY OF LAKE STEVENS
BY:


Brett Gailey
Mayor

Date: 12 May 2021


ATTEST:


City Clerk

Approved as to form only:

Greg Rubstello
Greg Rubstello (May 17, 2021 10:14 PDT)
Attorney for the City of Lake Stevens

SNOHOMISH COUNTY
BY:


Dave Somers
County Executive

Date: 4/29/2021


ATTEST:


Clerk of the County Council

Approved as to form only:


Deputy Prosecuting Attorney for
Snohomish County

LAKE STEVENS SEWER DISTRICT
BY:


Dan Lorentzen
President

DATE: 5/3/2021

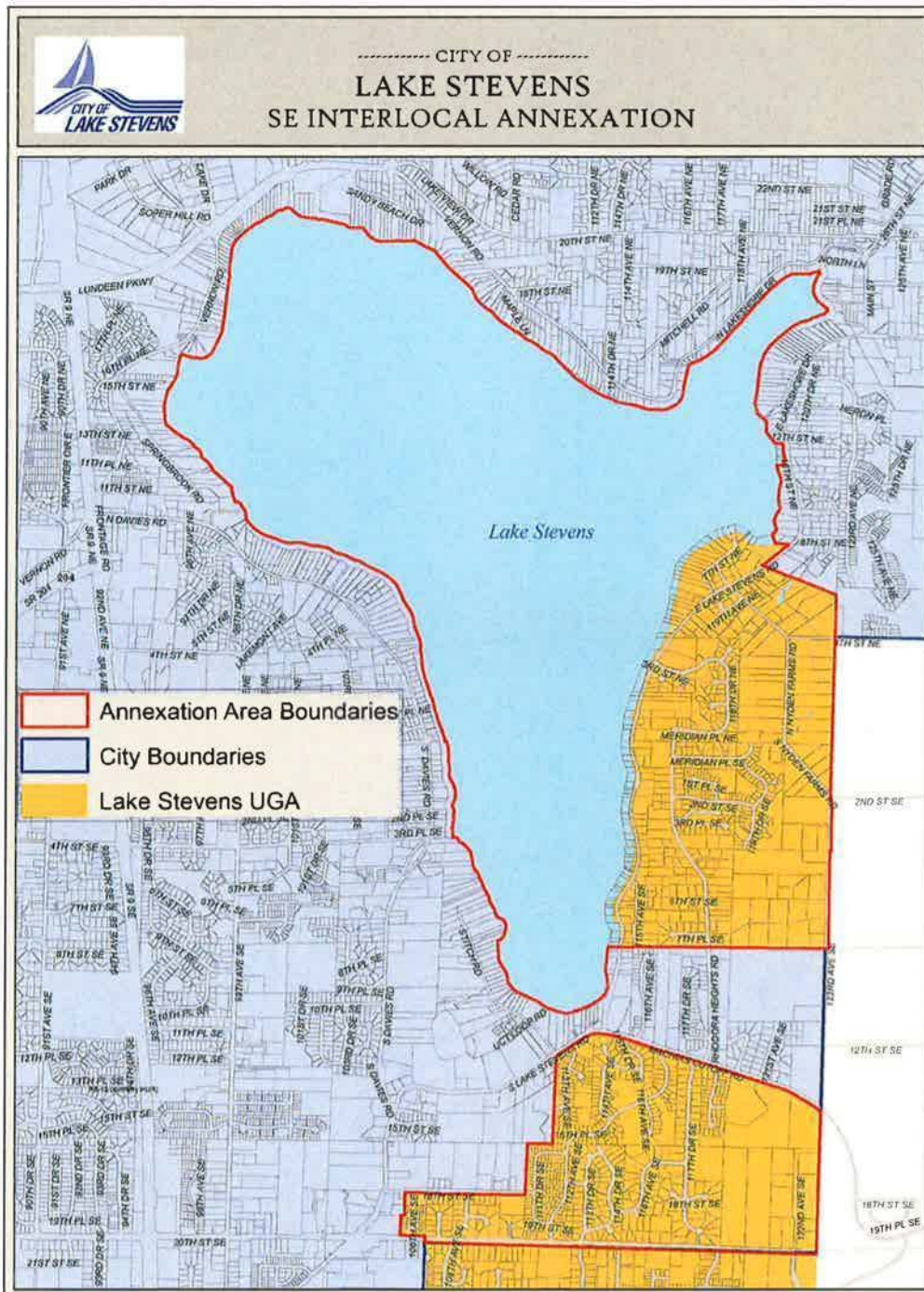
ATTEST:


Approved as to form only:

Attorney for Lake Stevens Sewer District

INTERLOCAL AGREEMENT BETWEEN THE CITY OF LAKE STEVENS,
SNOHOMISH COUNTY, AND THE LAKE STEVENS SEWER DISTRICT
CONCERNING THE SOUTHEAST INTERLOCAL ANNEXATION AND
THE ORDERLY TRANSITION OF SERVICES PURSUANT TO RCW 35A.14.296

EXHIBIT A – Southeast UGA Annexation Map



**INTERLOCAL AGREEMENT BETWEEN THE CITY OF LAKE STEVENS,
SNOHOMISH COUNTY, AND THE LAKE STEVENS SEWER DISTRICT
CONCERNING THE SOUTHEAST INTERLOCAL ANNEXATION AND
THE ORDERLY TRANSITION OF SERVICES PURSUANT TO RCW 35A.14.296**

EXHIBIT B – Southeast UGA Annexation Legal Description

CITY OF LAKE STEVENS ANNEXATION LEGAL DESCRIPTION UGA AREA (NORTH)

Those portions of the Southwest quarter of Section 6, Section 7, Section 17, Section 18, the Northeast quarter of Section 19, and the Northwest quarter and Northeast quarter of Section 20, all in Township 29 North, Range 6 East, W.M., and those portions of Section 12, and the Northeast quarter of Section 13, all in Township 29 North, Range 5 East, W.M., all in Snohomish County, Washington, described as follows:

Beginning at the Southeast corner of the Southwest quarter of said Section 17 and following along the existing city limits of the City of Lake Stevens;

Thence Easterly, 25 feet plus or minus, to the easterly right of way of 123rd Ave SE;

Thence Northerly along said east right of way, 695 feet plus or minus, to the southerly right of way of 2nd Street SE;

Thence Northwesterly, 54 feet plus or minus, to the northerly right of way of 2nd Street SE and its intersection with the east line of the Southwest quarter of said Section 17;

Thence Northerly along the east line of the Southwest quarter of said Section 17, 2115 feet plus or minus, to the Southeast corner of the Northwest quarter of said Section 17;

Thence continuing Northerly along the east line of the Northwest quarter of said Section 17, 610 feet plus or minus, to the south line of Tract 501 of The Reserve at Lake Stevens Division No. 5 as recorded under recording number 199711132006;

Thence Northwesterly along said south line of Tract 501 and extended to the westerly Right of Way of E Lake Stevens Rd, 1094 feet plus or minus, which is also the south line of Tract 999 of Cedar Cove as recorded under recording number 198302175001;

Thence Northeasterly along the westerly right-of-way of E Lake Stevens Rd, 467 feet plus or minus, to the north line of said Tract 999 of Cedar Cove;

Thence Northwesterly along the said north line of Tract 999, 315 feet plus or minus, to the Second class Shoreland and Navigable Boundary of Lake Stevens as conveyed by the State of Washington;

Thence Northerly, Westerly, Southerly, Easterly, Northerly along the said navigable boundary of said Lake Stevens and the existing city limits of the City of Lake Stevens (said navigable boundary also referred to as mean low water, the shore of, the navigable boundary of shorelands, second class shorelands and westerly limit of shorelands) approximately 30,000 feet plus or minus, to a point of a line lying 1,356.3 feet southerly of the north line of the northeast quarter of said Section 19;

Thence Easterly along the line lying 1,356.3 feet southerly of the north line of the northeast quarter of said Section 19, 333 feet plus or minus, to the east line of said Section 19 and the west line of Lot 13 of North Star Plat as recorded under recording number 201411240384;

Thence Northerly along the east line of said Section 19, 12 feet plus or minus, to the South line of the North half of the Northwest quarter of Section 20;

Thence Easterly along the said south line of the North half, 261.7 feet plus or minus, to the east line of the said Northwest quarter of Section 20;

Thence Easterly 30 feet plus or minus, to the Easterly right of way of 123rd Ave SE;

Thence Northerly along said east right of way, 1316 feet plus or minus, to a point 25 feet east of the SE Corner of the Southwest quarter of said Section 17;

Thence Westerly 25 feet plus or minus to the east line of the Southwest quarter of said Section 17 and the True Point of Beginning.

This legal description/exhibit was initiated by CHS Engineers, LLC and this deliverable was completed by David Evans and Associates, Inc. The licensed professional whose stamp is affixed hereto has continuously acted as the professional in responsible charge and prepared or directed all phases of the work and legal description/exhibit.



**CITY OF LAKE STEVENS ANNEXATION LEGAL DESCRIPTION
UGA AREA (SOUTH)**

Those portions of the Northeast quarter, Southeast quarter and the Southwest quarter of Section 19, the Northwest quarter, Southwest quarter and the Southeast quarter of Section 20, the Northwest quarter of Section 29, and the Northeast quarter of Section 30, all in Township 29 North, Range 6 East, W.M., in Snohomish County, Washington, described as follows:

Beginning at the Southeast corner of the Southwest quarter of said Section 20;

Thence northerly along the east line of the southwest quarter of said Section 20, 1392 feet plus or minus, to the South line of the North half of the Southwest quarter of said Section 20;

Thence easterly, 30 feet plus or minus, to the easterly right of way of 123rd Ave SE;

Thence northerly along the easterly right of way of 123rd Ave SE, 468 feet plus or minus, to its intersection with the southerly right of way of Machias Cutoff and the existing city limits of the City of Lake Stevens;

Thence northwesterly along the southerly right of way of Machias Cutoff, 3360 feet plus or minus, to its intersection with southerly right of way of S Lake Stevens Rd and following along the existing city limits of the City of Lake Stevens;

Thence southwesterly along the southerly right of way of S Lake Stevens Rd, 560 feet plus or minus, to the west line of Mission Ridge Division No 3 as recorded under recording number 200212185001;

Thence southerly along the said west line, 1192 feet plus or minus, to the north line of Mission Ridge Division No. 2 as recorded under recording number 200101035002;

Thence westerly along the said north line, 339 feet plus or minus, to the west line of said Mission Ridge Division No. 2;

Thence southerly along the said west line, 687 feet plus or minus, to the southerly right of way of 18th Street SE;

Thence westerly along the southerly right of way of 18th Street SE, 1625 feet plus or minus, to the east line of the West 75 feet of the East 375 feet of Lot 2 of Ideal Garden Tracts as recorded under Volume 7 of plat, page 33;

Thence southerly along the east line West 75 feet of the East 375 feet of said Lot 2, 120 feet plus or minus, to the south line of the North 187 feet of said Lot 2,

Thence easterly along the south line of said North 187 feet of Lot 2, 20 feet plus or minus, to the west line of Lot 19 of Silver Leaf Condominium as recorded under recording number 200540175207;

Thence southerly along the west line of said Lot 19 and the west line of Common Element A, 180 feet plus or minus, to the north line of Lot 25 of said Silver Leaf Condominium;

Thence westerly along the said north line, 44 feet plus or minus, to the west line of said Silver Leaf Condominium;

Thence southerly along the said west line, 315 feet plus or minus, to the northerly right of way of 20th Street SE;

Thence easterly along the said northerly right of way, 335 feet plus or minus, to the west line of the Southeast quarter of said Section 19;

Thence southerly along the west line of said Southeast quarter, 60 feet plus or minus to the southerly right of way of 20th Street SE;

Thence easterly along the said southerly right of way, 5324 feet plus or minus, to the west line of Cascade Acres Division A as recorded under Volume 25 of plats, Page 6 and 7;

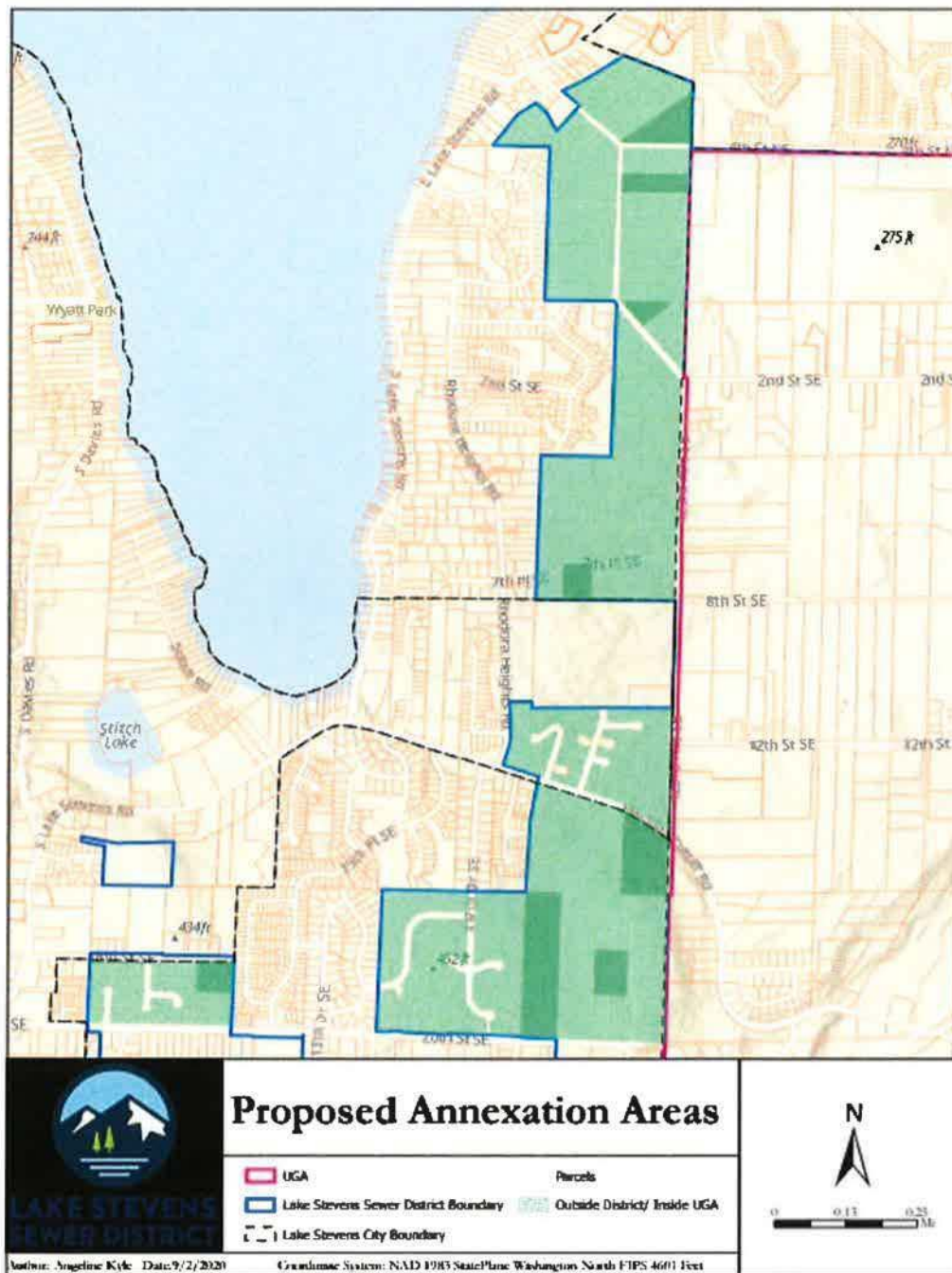
Thence northerly along said East line, 30 feet plus or minus, to the south line of said Section 20 and the True Point of Beginning.



This legal description/exhibit was initiated by CHS Engineers, LLC and this deliverable was completed by David Evns and Associates, Inc. The licensed professional whose stamp is affixed hereto has continuously acted as the professional in responsible charge and prepared or directed all phases of the work and legal description/exhibit.



EXHIBIT C – Southeast UGA Sewer Expansion Area Map



INTERLOCAL AGREEMENT BETWEEN THE CITY OF LAKE STEVENS,
 SNOHOMISH COUNTY, AND THE LAKE STEVENS SEWER DISTRICT
 CONCERNING THE SOUTHEAST INTERLOCAL ANNEXATION AND
 THE ORDERLY TRANSITION OF SERVICES PURSUANT TO RCW 35A.14.296

EXHIBIT D – 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.

EXHIBIT E – KNOWN DRAINAGE FACILITIES OWNED BY THE COUNTY OR OVER WHICH THE COUNTY HAS RIGHTS OR RESPONSIBILITIES

Area	FacID	Owner_Type	ROW	To Transfer
Area 1	F#429	County	Yes	Facility
Area 1	F#430	County	Yes	Facility
Area 1	F#1890, F#1891	County		Facility, property rights or responsibilities
Area 1	F#2724	County	Yes	Facility, property rights or responsibilities
Area 1	F#3599	County	Yes	Facility, property rights or responsibilities
Area 1	F#3600	County	Yes	Facility
Area 2	F#173	County		Facility, property rights or responsibilities
Area 2	F#175	County	Yes	Facility
Area 2	F#176	County	Yes	Facility
Area 2	F#177	County	Yes	Facility
Area 2	F#239	County	Yes	Facility, property rights or responsibilities
Area 2	F#3595	County		Facility, property rights or responsibilities
Area 1	F#815	Private		Property rights or responsibilities
Area 1	F#1736	Private		Property rights or responsibilities
Area 1	F#1737	Private		Property rights or responsibilities
Area 1	F#2323	Private		Property rights or responsibilities
Area 1	F#2641	Private		Property rights or responsibilities
Area 1	F#3634	Private		Property rights or responsibilities
Area 2	F#178	Private		Property rights or responsibilities
Area 2	F#1406	Private		Property rights or responsibilities
Area 2	F#1551	Private		Property rights or responsibilities
Area 2	F#1999	Private		Property rights or responsibilities
Area 2	F#3347	Private		Property rights or responsibilities



One Community Around the Lake

EXHIBIT E
SOUTHEAST INTERLOCAL ANNEXATION (SOUTH AREA) NOTICE OF INTENT

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SEE COPY OF ORDINANCE NO. 1112 ON FOLLOWING PAGE

CITY OF LAKE STEVENS
Lake Stevens, Washington
REVISED ORDINANCE NO. 1112

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF LAKE STEVENS, WASHINGTON CONCERNING ANNEXATION BY INTERLOCAL AGREEMENT; APPROVING FINDINGS OF FACT; APPROVING AND AUTHORIZING THE MAYOR TO SIGN AN INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY, THE CITY OF LAKE STEVENS, AND THE LAKE STEVENS SEWER DISTRICT FOR THE SOUTHEAST INTERLOCAL ANNEXATION; PROVIDING FOR SEVERABILITY, AN EFFECTIVE DATE, AND FOR SUMMARY PUBLICATION BY ORDINANCE TITLE; AND FOR FILING OF THE ORDINANCE WITH THE BOARD OF SNOHOMISH COUNTY COMMISSIONERS.

WHEREAS, Section 35A.14.296 of the Revised Code of Washington (RCW) outlines the process for Washington code cities to annex unincorporated areas within their Urban Growth Area (UGA) pursuant to an interlocal agreement (“ILA”); and

WHEREAS, the City of Lake Stevens has adopted an Annexation Plan, under Resolution 2016-021, as a reasonable measure that provides an annexation strategy and which will help address the projected population deficiency, identified in the Snohomish County 2007 Buildable Lands Report, for the Lake Stevens UGA; and

WHEREAS, the City Council approved Resolution 2020-017 on July 14, 2020, which declared its intent to initiate negotiations with Snohomish County (“County”) on an ILA to annex areas within its UGA, pursuant to RCW 35A.14.296; and

WHEREAS, the Lake Stevens Sewer District (“District”) provided notice to the City of its intent to join as party to the ILA, as permitted by RCW 35A.14.296(2); and

WHEREAS, the City hosted public meetings on September 21, 2020 and December 9, 2020 to discuss the proposed annexation and to respond to questions from area residents and has posted information on the city’s website as it relates to the proposed annexation, including a copy of the ILA; and

WHEREAS, the City, County and District (“Parties”) have drafted an ILA (Exhibit A) that identifies the boundaries, legal description and effective date of the proposed annexation, and which established March 9, 2021 as the date of the joint public hearing between the Lake Stevens City Council and Snohomish County Council to consider approval of the agreement; and

WHEREAS, the ILA as written meets all other requirements of RCW 35A.14.296; and

WHEREAS, the ILA is consistent with the Interlocal Agreement between the City of Lake Stevens and Snohomish County Concerning Annexation and Urban Development within the Lake Stevens Urban Growth Area (“Master ILA”), as amended by the ILA, which is recorded under Snohomish County Auditor’s File Number 200511100706 and aims to facilitate the orderly transition of services and responsibilities for capital projects from the County to the City at the time of annexation of unincorporated areas of the County to the City; and

WHEREAS, the ILA applies only to the areas within the Southeast Interlocal Annexation Area identified in Exhibit A; and

WHEREAS, the City of Lake Stevens City Council has determined that the area will be liable for any of the outstanding indebtedness of the City of Lake Stevens; and

WHEREAS, the Ordinances 1073 and 1074 established Comprehensive Plan land use designations and zoning designations for the annexation area, as amended by Ordinances 1105 and 1106; and

WHEREAS, Section 6 of the ILA notes that all parcels in the annexation area with current county zoning that allow for residential development shall maintain a zoning designation that provides for residential development and not reduce the minimum gross residential density for those parcels below the density permitted by the county, for a minimum of five years; and

WHEREAS, the Parties published a notice of public hearing and notice of availability of the ILA in the Everett Herald for four consecutive weeks starting on February 12, 2021, and made a copy of the ILA available on the city and county websites; and

WHEREAS, the City Council, County Council, and District Board of Commissioners held a joint public hearing on March 9, 2021, where the public was afforded the opportunity to provide testimony; and

WHEREAS, the City Council has determined that the proposed annexation is consistent with all requirements of RCW 35A.14.296 as well as the city's adopted Annexation Plan and will help meet the city's goal of creating "One Community Around the Lake".

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAKE STEVENS, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. The City Council authorizes the Mayor to sign an Interlocal Agreement between Snohomish County, the City of Lake Stevens and the Lake Stevens Sewer District, attached hereto as **Exhibit A**, that annexes into the city those areas within the Southeast Interlocal Annexation Area.

Section 2. The effective date of the annexation is July 16, 2021.

Section 3. Severability. If any section, clause, phrase, or term of this ordinance is held for any reason to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance, and the remaining portions shall be in full force and effect.

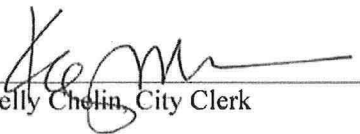
Section 4. Effective Date and Publication. A summary of this ordinance consisting of its title shall be published in the official newspaper of the City. This ordinance shall take effect and be in full force five days after the date of publication.

Section 5. A certified copy of this ordinance shall be filed with the board of county commissioners for Snohomish County as required by RCW 35A.14.296(5).

PASSED by the City Council of the City of Lake Stevens this 11th day of May 2021.

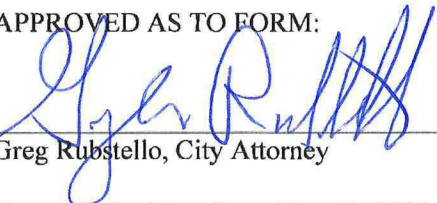

Brett Gailey, Mayor

ATTEST/AUTHENTICATION:



Kelly Chelin, City Clerk

APPROVED AS TO FORM:



Greg Rubstello, City Attorney

First and Final Reading: May 11, 2021

Published: 5/14/21

Effective Date: 5/19/21



INITIATOR RESPONSE TO FACTORS THE BOARD MUST CONSIDER

In accordance with RCW 36.93.170, the Boundary Review Board must consider several factors in reaching a decision on an annexation. The following responds specifically to a series of questions asked of the initiator on pages 2-4 of the NOI format outline (Sections V and VI).

OVERVIEW

Population of Proposal: ~1500 % of population to existing entity (County): 0.2%

Number of Acres: 245 acres

Population Density: 6.12 people per acre

Assessed Valuation: \$231,877,900 (2021)

Existing Land Use Designation (County): Urban Low Density Residential (ULDR)

Proposed Land Use Designation (City): Medium Density Residential (MDR)

COUNTY'S COMPREHENSIVE PLAN AND COUNTYWIDE PLANNING POLICIES (RCW 36.70A.210)

Supporting County Comprehensive Plan Policies:

- LU Policy 1.C.4 Annexations and planned urban densities shall be prohibited outside of the UGA boundary
 - The proposed annexation area is within the Lake Stevens UGA.
- LU Policy 2.A.1 Maintain development regulations that will require that new residential subdivisions achieve a minimum net density of 4 dwelling units per acre in all unincorporated UGAs, except (1) in the UGAs of Darrington, Index, and Gold Bar as long as those cities do not have sanitary sewer systems and (2) in areas without sanitary sewers which the sewer purveyor with jurisdiction, or in nearest reasonable servicing proximity will certify are either an unsewered urban enclave or are not capable of being connected to public sewers via annexation within the next six years or by the improvements provided pursuant to its adopted six year capital facilities plan, (3) where regulations for development on steep slopes require reduced lot or dwelling unit yields, or (4) where a lower density is necessary because of the existence of critical areas that are large in scope, with a high rank order value, and are complex in structure and function. Lot size averaging, planned residential developments, sewerage regulations and other techniques may be used to maintain minimum density or to ensure later development at minimum densities is not inhibited when sanitary sewers become available
 - The ILA includes language requiring future development to achieve minimum net densities
 - The proposed zoning in the annexation area will be at a density equal to the County's
- The county shall not support any proposed annexation by a city unless and until an annexation agreement has been signed by the county and said city ensuring the continued implementation of Policy LU 2.A.1 for the area to be annexed.



- The County and City have executed a master interlocal agreement on annexation and urban growth, recorded under Auditor's File No. 200511100706.
- The County and City have also executed a specific interlocal agreement to this Southeast Interlocal Annexation.
- The proposed annexation is consistent with the interlocal agreement.
- IC 1.B.1 The county shall work with cities in planning for orderly transfer of service responsibilities in anticipation of potential or planned annexations or incorporations within UGAs.
 - Addressed by the interlocal agreements between the County and City.
- IC 1.B.2 In newly annexed areas within UGAs, the county shall continue to provide regional services while the cities provide urban services.
 - Addressed by the interlocal agreement between the County and City.
- IC 1.B.3 The county shall seek interlocal agreements with the cities to establish a process for transferring authority over pending projects, permits, and records and establishes reciprocal impact mitigation for transportation, parks, and schools prior to potential or planned annexations or incorporations.
 - Addressed by the interlocal agreement between the County and City.
- IC Policies 1.C.1 The county shall seek interlocal agreements with the cities which identify development standards for each UGA.
 - Addressed by the interlocal agreement between the County and City.

What Community Plan Governs the Proposal: Lake Stevens Comprehensive Plan for 2015-2035

County Plan Classification and Zoning: Urban Low Density Residential (ULDR) with zoning of R 9,600 and R 7,200

of lots permitted in classification (County): According to the 2012 Snohomish County Buildable Lands Report, the following densities were being achieved in these zones:

- ULDR: average of 5.87 units per acre

Relationship/Applicability to Snohomish County Agricultural Plan: NOT APPLICABLE

Relationship/Applicability to County Surface Water Management Plan: NOT APPLICABLE

LAKE STEVEN'S COMPREHENSIVE PLAN

1. *Is proposed annexation area in comprehensive plan/will a comprehensive plan need to be adopted:*
The future comprehensive plan and zoning designations were identified in a 2016 City Council Resolution and adopted as part of the 2019 and 2020 Comprehensive Plan dockets. The Lake Stevens City Council has indicated their intent to designate the Southeast Interlocal Annexation area as Medium Density Residential (MDR) in the comprehensive plan with a corresponding zoning designation of R6.
2. *When was existing comprehensive plan approved?* 2015, with annual updates via docket.



3. *Is area subject to pre-annexation agreement?* The City and Snohomish County entered into an interlocal agreement concerning annexation and urban development in 2005 and a Southeast Interlocal Annexation specific agreement on May 17, 2021.
4. *What is the proposed land use designation in your adopted comprehensive plan?* The proposed designation for the annexation area is MDR – Medium Density Residential.
5. *When were city's zoning regulations adopted?*
The zoning code was originally adopted in 1995, but sections of the code have since been amended, repealed or replaced to reflect current land use planning at the implementation level.

REVENUE ESTIMATES

1. **Estimated Expenditures Affected by Proposal:** In 2017, Lake Stevens tasked the FCS Group to complete a Fiscal Impact Report for annexation of the remaining southeastern areas of the Lake Stevens UGA. The draft report breaks the area into 3 sections. While the report is not specific to the Southeast Interlocal Annexation area, the report modeled increased expenditures for police, administrative staff and equipment totaling approximately \$805,328 to maintain appropriate levels of service over the next 20 years.
2. **Estimated Revenues Affected by Proposal:** For the area that includes the Southeast Interlocal annexation, the FCS report indicates that there will be a temporary deficit to the general fund, but at full buildout of the larger area over the 25-year planning period, the estimated revenues would exceed expenditures with collection of taxable retail sales, property taxes and REET revenue. The report indicates that there may be deficit to street funds by the end of 2042 without identifying new funding sources.
3. **Estimate of County Revenue Lost:** The County would see reductions in property tax revenues and any building permit fees as well as any land use permit fees or impact fees. This would be proportionate to reduction in maintenance costs for stormwater management, streets, police services and general government. A financial analysis was completed by county departments as part of the ILA process.
4. **Estimate of County Expenditure Reduction:** The County would have a proportionate reduction in expenditures, including saving related to government services, stormwater management and road maintenance when these responsibilities are transferred to the city. A financial analysis was completed by county departments as part of the ILA process.
5. **Estimate of Fire District Revenue Lost:** The Fire District will not lose revenue associated with the annexation as the Fire District boundaries will not change.
6. **Estimate of Fire District Expenditure Reduction:** Fire District will not have any expenditure reduction associated with the annexation as the Fire District boundaries will not change.
7. **Estimate of Other Special District Revenue/Loss:** NOT APPLICABLE. There are no impacts to water, sewer or other special district boundaries.
8. **Estimate of Other Special District Expenditure Reduction:** NOT APPLICABLE. There are no impacts to water, sewer or other special district boundaries.



SERVICES – LAW ENFORCEMENT

1. Current Law Enforcement Provider: Snohomish County Sheriff with Lake Stevens Back-up.
2. Current Emergency/Normal Response Time: 30-minutes plus County / 2-9 minutes Lake Stevens.
3. Initial Police Protection Plan: Routine patrols.
4. Back-up Plans (mutual aid, reserves): Lake Stevens has mutual aid agreements with County and all agencies.
5. Projected Police Growth Plan: The city has budgeted for two additional police officers to serve the annexation area and will assess additional needs resulting from future development.
6. Source of Dispatch: SNOCOM 911.

SERVICES – FIRE DEPARTMENT

NOT APPLICABLE. Snohomish Regional Fire and Rescue will continue to provide service to the area following annexation.

SERVICES – WATER

NOT APPLICABLE. Snohomish County PUD will continue to provide service to the area following annexation.

SERVICES – SEWER

Portions of the annexation area are within the Sewer District boundary while others or not. Areas outside of the service boundaries will need to be annexed in via a separate annexation process, as outlined in the ILA. Extension of sewer will largely be driven by private development in the foreseeable future.

GENERAL ITEMS

1. *Has an annexation agreement been required to extend services?* Properties currently outside of the sewer district boundaries will be required to annex into the district service area prior to the expansion of sewer services.
2. *Describe the topography and natural boundaries of the area.* The area has a mix of flat and hilly areas, with the most significant grade variations in the eastern portion of the annexation area, between 20th St SE and Machias Cutoff Road. The southern boundary is 20th St SE and the eastern boundary (the UGA/RUTA boundary) is 123rd Ave SE, while the City of Lake Stevens is located to the north and west.
3. *How much growth projected for the area?* Per the draft 2021 Buildable Lands Report, the area has capacity for approximately 314 residential units.



4. *Other municipal or community services relevant to this proposal?* General governmental services such as public works (street and storm maintenance) planning and zoning, building inspection and administration will be provided by the City of Lake Stevens.
5. *Will there be any delay in services to the area?* No delay is expected in implementing service to this area. Properties outside of the sewer district service area will need to be annexed into the district via a separate process.
6. *Evaluation of present adequacy of services, costs and rates of service.* Some of the current properties are served by public sewer, water and garbage service is optional. Future development will be required to extend sewer and water services and garbage service will be required. Fire service will not change and police service will shift from the County sheriff being the primary with the City of Lake Stevens being the back up to the City being the primary and the County being the back-up.

Evaluation of future needs and costs. Needs and cost generally increase overtime. Per the FCS report, the City of Lake Stevens has adequate funding and reserves to provide city services to the proposed annexation area.

7. *Comparative property tax and utility costs for homeowner before/after annexation.*

	Levy Rate Per \$1,000 (2020)	Utility Tax
Snohomish County	\$10.56 (areas within Lake Stevens School District)	None
Lake Stevens	\$10.49 (areas within Lake Stevens School District)	Utility Excise Taxes: 6% - natural gas 6% - electricity 6% - telephone 6% - water 6% - garbage

OBJECTIVES (RCW 36.93.180)

1. *Preservation of natural neighborhoods and communities.*
 - The proposed annexation area is a mix of established residential subdivisions in the western and central portions and larger, less developed parcels along the eastern edge.
 - It is bordered to the north and west by the City of Lake Stevens; south by 20th St SE; and east by 123rd Ave SE, which is the border between the UGA and RUTA.
2. *Use of physical boundaries, including but not limited to bodies of water, highways, and land contours.*
 - The proposed annexation uses physical boundaries as follows:
 - The areas to the west and north are already incorporated into the city, while 20th St SE will be the southern boundary and the UGA/RUTA boundary will provide the eastern boundary.
3. *Creation and preservation of logical service areas.*
 - The proposed annexation does not impact the service territories of any districts/special districts (e.g. fire district, school district, sewer district, water service, etc.) in the area.



One Community Around the Lake

- This proposed annexation supports logical service as the surrounding areas are currently within City jurisdiction and the city will be acquiring the 20th St SE and 123rd Ave SE rights-of-way.
4. *Prevention of abnormally irregular boundaries.*
 - The proposed boundaries following annexation will establish 123rd Ave SE and 20th St SE as the clearly established east and south boundaries of the City of Lake Stevens.
 5. *Discouragement of multiple incorporations of small cities and encouragement of incorporation of cities in excess of ten thousand population in heavily populated urban areas.* NOT APPLICABLE
 6. *Dissolution of inactive special purpose districts.* NOT APPLICABLE
 7. *Adjustment of impractical boundaries.* NOT APPLICABLE
 8. *Incorporation as cities or towns or annexation to cities or towns of unincorporated areas which are urban in character.*
 - The proposed annexation area is within the Lake Stevens Urban Growth Area and urban level development is either present or likely to occur, with or without the annexation
 9. *Protection of agricultural and rural lands which are designated for long term productive agricultural and resource use by a comprehensive plan adopted by the county legislative authority.* NOT APPLICABLE