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Point Wells Annexation Ordinance 23-087 (ECAF 23-0980)					
Hearing Date: Wednesday, October 4, 2023 @ 10:30 A.M.					
Council Staff: Ryan Countryman		PDS Staff: Eileen Canola		DPA: Matthew Otten	
<i>Click on exhibit number to view document</i>					
EXHIBIT	RECORD TYPE	DATE	RECEIVED FROM	EXHIBIT DESCRIPTION	# OF PAGES
3.1 ECAF and Materials					
3.1.001	ECAF	08/25/23	Executive/PDS	Transmitting Executive initiated Ordinance	2
3.1.002	Ordinance	08/25/23	Executive/PDS	Introduced Ordinance	20
3.1.003	Memorandum	08/18/23	Eileen Canola, PDS	PDS Staff Report	15
3.1.004	Introduction	08/25/23	Councilmember Nate Nehring	Introduction Slip	1
3.2 Council Planning Committee Materials					
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3.2.002	Minutes	08/29/23	Council Staff	Link to Minutes and Video of Administrative Session Meeting 08/29/23	1
3.3 Correspondence, Comments, Testimony					
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3.4 Staff Reports and Submissions					
3.5 Public Participation					
3.6 Council Deliberations					

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1.0002	Project Administration	11/6/2016	PDS Staff	Interlocal Agreement Between County and Town of Woodway	28
1.0003	Project Administration	9/13/2018	PDS Staff	Interlocal Agreement Addendum3	3
1.0004	Public Comment	2/20/2020	Mayor Carla Nichols	Letter to Residents	9
1.0005	Project Administration	2/20/2020	Town of Woodway	Settlement and Interlocal Agreement between City of Shoreline and Town of Woodway	16
1.0006	Staff Research	4/15/2021	Snohomish County	Snohomish County Amended Ordinance No. 12-068	28
1.0007	Staff Research	4/15/2021	Snohomish County	Snohomish County Amended Ordinance No. 09-038	8
1.0008	Public Outreach	4/15/2021	PDS Staff	County Ordinance for Pt.Wells Zoning email	1
1.0009	Public Outreach	4/19/2021	Bill Trimm	Bill Trimm response County Ordinance for Pt.Wells Zoning email	1
1.0010	Project Administration	5/7/2021	PDS Staff	Docket XXI Initial Review and Evaluation. Proposed Amendments	6
1.0011	Staff Research	5/7/2021	Town of Woodway	Woodway Municipal Code-Chapter 14.40 Urban Village Zone District	16
1.0012	Project Administration	5/11/2021	PDS Staff	Staff Report Docket XX	9
1.0013	Staff Research	5/11/2021	Snohomish County	Snohomish County Code (SCC) - Chapter 30.31A Business Park, Planned Community Business, Neighborhood Business, and Industrial Park Zones	14
1.0014	Staff Research	5/11/2021	Snohomish County	SCC 30.31A.115 Optional performance standards for properties designated Urban Village	3
1.0015	Public Comment	5/21/2021	Bill Trimm	B LR Housing Capacity for Point Wells email	1
1.0016	Staff Research	5/24/2021	Snohomish County	Center Section of the Land Use Chapter of the General Policy Plan - Snohomish County Comprehensive Plan	9
1.0017	Public Outreach	6/3/2021	Bill Trimm	Response to Woodway Urban Village Zone amendment emails	2
1.0018	Project Administration	7/26/2021	Town of Woodway	Town of Woodway Determination of Non-significance for the adoption of Urban Village Zone amendments	2
1.0019		7/26/2021	Eric Faison	Faison email to County about 14.40 Urban Village Zone amendment	1
1.0020	Public Outreach	7/27/2021	PDS Staff	Email regarding Pre-Coordination on proposed annexation	1
1.0021	Project Administration	8/6/2021	Debbie Mock	Response to email regarding Pre-Coordination on proposed annexation	2

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1.0023	Project Administration	8/11/2021	Arthur Lee	Surface Water Management response to email regarding Pre-Coordination on proposed annexation	3
1.0024	Project Administration	12/5/2022	Eric Faison	Response to email regarding Pre-Coordination on proposed annexation	6
1.0025	Project Administration	1/26/2023	PDS Staff	Draft Interlocal Agreement between Town of Woodway and Snohomish County concerning annexation	9
1.0026	Project Administration	1/30/2023	Eric Faison	Point Wells Annexation 30 day notice email to Olympic View Water and Sewer District	1
1.0027	Project Administration	2/16/2023	Bob Danson	Olympic View Notice of Interest letter	1
1.0028	Staff Research	2/16/2023	Town of Woodway	Draft 2015 Annexation Fiscal Analysis	65
1.0029	Staff Research	2/16/2023	PDS Staff	Snohomish County Ordinance No 21-056 Stormwater Management	15
1.0030	Project Administration	2/23/2023	PDS Staff	Town-County Edits on ILA Point Wells Annexation as of 2-23-23 email	4
1.0031	Project Administration	2/28/2023	State of Washington	RCW 35A.14.296- Annexation of unincorporated territory pursuant to interlocal agreement.	2
1.0032	Staff Research	2/28/2023	FEMA	National Flood Hazard Layer FIRMette	1
1.0033	Staff Research	2/28/2023	PDS Staff	SCC 30.65.075 - Notify FEMA- of annexed areas within special flood hazard areas	2
1.0034	Staff Research	3/13/2023	PDS Staff	Chapter 30.65 SCC-Special Flood Hazard Areas	27
1.0035	Staff Research	3/13/2023	PDS Staff	Land Use Chapter of the General Policy Plan March 2023	90
1.0036	Project Administration	3/23/2023	Town of Woodway	Town of Woodway Resolution 18-406 Intent to Annex	6
1.0037	Project Administration	3/17/2023	Arthur Lee	Amendments to the Master Annexation	2
1.0038	Project Administration	4/11/2023	PDS Staff	Draft ILA with SnoCo re Point Wells Annexation as of 4/10/2023	13
1.0039	Project Administration	6/23/2023	Shoreline/Woodway	Interlocal Agreement Shoreline 6-22-23 edits	16
1.0040	Public Outreach	8/29/2023	Snohomish County	Snohomish County Council Agenda August 29, 2023	5
1.0041	Public Outreach	1/24/2023	Eric Faison	Draft ILA email	1
1.0042	Project Administration	8/29/2023	Eric Faison	Attachment-Email-Draft Woodway Annexation ILA-1-24-23	9
1.0043		8/29/2023	Eric Faison	Woodway-Shoreline Draft Agreement email	8
1.0044	Project Administration	8/29/2023	Eric Faison	Attachment to Email Woodway-Shoreline Draft Agreement-8-29-23	15
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1.0047	Public Outreach	8/23/2023	Eric Faison	City of Shoreline Notice date email	1
1.0048	Project Administration	8/18/2023	Eric Faison	Woodway-Shoreline Draft Agreement edits email	5
1.0049	Project Administration	8/17/2023	PDS Staff	Woodway-Shoreline Draft Agreement edits email	1
1.0050	Project Administration	8/10/2023	Eric Faison	Woodway-Shoreline Draft Agreement email	1
1.0051	Project Administration	8/10/2023	Eric Faison	Draft Interlocal Agreement between Town of Woodway and Snohomish County concerning annexation to email	15
1.0052	Project Administration	7/14/2023	Eric Faison	Woodway edits to shoreline Draft email	1
1.0053	Project Administration	7/14/2023	Eric Faison	Woodway edits to shoreline Draft email attachment	7
1.0054	Project Administration	7/7/2023	Eric Faison	Woodway revised ILA draft email	5
1.0055	Project Administration	7/7/2023	Eric Faison	Woodway edits to ILA draft	13
1.0056	Project Administration	6/15/2023	Eric Faison	Point Wells Interlocal Agreement Update email	1
1.0057	Project Administration	5/24/2023	Eric Faison	Email from Eric to Tom McCormick regarding updates	1
1.0058	Project Administration	5/24/2023	Eric Faison	5/24/2023 Draft ILA attachment to Eric's email	11
1.0059	Project Administration	4/12/2023	Eric Faison	Town of Woodway Proposed Annexation Map and Legal Description - Verification of Legal Boundaries-4-12-23 email	2
1.0060	Project Administration	4/10/2023	Eric Faison	Proposed ILA edits email from Shoreline	2
1.0061	Project Administration	4/10/2023	Eric Faison	4/10/2023 Draft ILA Shoreline edits email attachment	12
1.0062	Project Administration	4/6/2023	Eric Faison	4/6/2023 Revised ILA Email	1
1.0063	Project Administration	3/31/2023	Joel Calhoun	New legal and map email	7
1.0064	Project Administration	3/31/2023	Joel Calhoun	Point Wells Annexation Parcel Description	2
1.0065	Project Administration	3/31/2023	Joel Calhoun	Point Wells Annexation Area Map	1
1.0066	Project Administration	3/20/2023	PDS Staff	Draft ILA with County Edits and comments from Surface Water	3
1.0067	Project Administration	3/20/2023	PDS Staff	Draft ILA with County edits 3/20/2023	11
1.0068	Project Administration	3/10/2023	Arthur Lee	Surface Water comments on the ILA draft 3/10/2023	4
1.0069	Project Administration	2/28/2023	PDS Staff	Email regarding special flood hazard zone and FEMA notification	3
1.0070	Project Administration	2/28/2023	PDS Staff	Attachment 1 RE_ Draft Interlocal Agreement for Town of Woodway's Annexation of Point Wells per RCW 35A_14_296-2-28-23	10
1.0071	Project Administration	2/28/2023	PDS Staff	Attachment 2 to 2/28/2023 email-RCW 35A.14.296- Annexation of unincorporated territory pursuant to interlocal agreement.	2

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1.0073	Project Administration	2/28/2023	PDS Staff	Attachment 4-RE Draft Interlocal Agreement for Town of Woodway's Annexation of Point Wells per RCW 35A.14.296-2-28-23 Addendum to ILA	3
1.0074	Project Administration	2/14/2023	PDS Staff	Email to Eric Faison regarding final draft	1
1.0075	Project Administration	1/30/2023	Eric Faison	Woodway email to Shoreline about notice of intent to initiate	1
1.0076	Project Administration	1/30/2023	Eric Faison	Notice of Intent to Initiate email attachment ILA	9
1.0077	Project Administration	2/1/2023	Pollie McCloskey	Shoreline Response to Notice of Intent email	2
1.0078	Project Administration	2/1/2023	Bristol Ellington	Shoreline Response to Notice of Intent email attachment	1
1.0079	Project Administration	1/24/2023	Eric Faison	Draft woodway Annexation ILA email	1
1.0080	Project Administration	1/24/2023	Eric Faison	1/24/2023 Draft woodway Annexation ILA email attachment-draft ILA	9
1.0081	Project Administration	12/5/2022	Eric Faison	Response to Pre-Coordination email	5
1.0082	Project Administration	2/28/2023	PDS Staff	RE_ Draft Interlocal Agreement for Town of Woodway's Annexation of Point Wells per RCW 35A_14_296-2-28-23-email	1
1.0083	Project Administration	3/20/2023	PDS Staff	RE: Meeting update-3-20-2023	3
1.0084	Project Administration	3/20/2023	PDS staff	Attachment to RE: Meeting update-3-20-2023	11
1.0085	Project Administration		PDS Staff	County comments on ILA draft	11
1.0086	Project Administration	12/21/2022	PDS staff	olympic View sewer coverage pt. wells - email	1
1.0087	Project Administration	12/21/2022	PDS Staff	Attachment to olympic View sewer coverage pt. wells - email-Ordinance 21-056_signed	15
*Contact the Clerk of the Council for copies of Part 1 Exhibits - 425-388-3494 or contact.council@snoco.org					

1 Approved: _____
2 Effective: _____
3

4 SNOHOMISH COUNTY COUNCIL
5 SNOHOMISH COUNTY, WASHINGTON

6
7 ORDINANCE NO. 23-087
8

9 APPROVING AND AUTHORIZING THE COUNTY EXECUTIVE
10 TO SIGN AN INTERLOCAL AGREEMENT BETWEEN
11 SNOHOMISH COUNTY, THE TOWN OF WOODWAY, THE CITY OF
12 SHORELINE, AND OLYMPIC VIEW WATER AND SEWER DISTRICT
13 FOR THE POINT WELLS ANNEXATION AREA
14

15 WHEREAS, the Town of Woodway (“the Town”) and Snohomish County (“the
16 County”) recognize that the Growth Management Act (GMA), chapter 36.70A RCW,
17 encourages cities with urban services to annex unincorporated urban areas within a
18 county; and
19

20 WHEREAS, the Town and the County have entered into a master interlocal
21 agreement titled *Interlocal Agreement Between the Town of Woodway and Snohomish*
22 *County Concerning Annexation and Urban Development Within the Woodway Municipal*
23 *Urban Growth Area*, effective September 26, 2016 (“Master Annexation ILA”), and the
24 *Addendum to the Interlocal Agreement Between the Town of Woodway and Snohomish*
25 *County Concerning Annexation and Urban Development Within the Woodway Municipal*
26 *Urban Growth Area*, effective September 7, 2018 (“Addendum”), that together address
27 certain actions related to annexation; and
28

29 WHEREAS, RCW 35A.14.296 authorizes the annexation of unincorporated
30 territory through adoption of an interlocal agreement between a county and a code city;
31 and
32

33 WHEREAS, the Town initiated the annexation process for the area known as
34 “Point Wells” by commencing negotiations for an interlocal agreement with the County;
35 and
36

37 WHEREAS, the City of Shoreline (“the City”) provided written notice of its interest
38 in being a party to the interlocal agreement under RCW 35A.14.296(2); and
39

40 WHEREAS, the Olympic View Water and Sewer District (“the District”) provided
41 written notice of its interest in being a party to the interlocal agreement under RCW
42 35A.14.296(2); and
43

1 WHEREAS, the Town, County, City, and District have negotiated the terms of an
2 interlocal agreement titled *Interlocal Agreement Between the Town of Woodway,*
3 *Snohomish County, the City of Shoreline, and the Olympic View Water and Sewer*
4 *District Concerning an Annexation and the Orderly Transition of Services Pursuant to*
5 *RCW 35A.14.296* (the “Agreement”) to implement the annexation, and coordinate
6 planning and the transition of services within the annexation area; and
7

8 WHEREAS, the Agreement recognizes the continued applicability, force and effect
9 of the Master Annexation ILA and Addendum, thereto except for those provisions
10 specifically amended by the Agreement; and
11

12 WHEREAS, the Agreement applies only to the Annexation Area by the Town and
13 future annexations within the Woodway Urban Growth Area will continue to be governed
14 by the Master Annexation ILA and Addendum; and
15

16 WHEREAS, the ILA describes the boundaries and effective date of the
17 Annexation; and
18

19 WHEREAS, the ILA is authorized by and is consistent with the requirements of
20 the Interlocal Cooperation Act, chapter 39.34 RCW; and
21

22 WHEREAS, the ILA is consistent with the GMA comprehensive plans of both the
23 Town and County; and
24

25 WHEREAS, the Town of Woodway Council held a public hearing on
26 _____, 2023, to consider approving the ILA and authorizing the Town’s Mayor,
27 to sign the ILA on behalf of the Town; and
28

29 WHEREAS, the City of Shoreline Council held a public hearing on
30 _____, 2023, to consider approving the ILA and authorizing the City’s Mayor, to
31 sign the ILA on behalf of the City; and
32

33 WHEREAS, the District’ Board held a public hearing on _____, 2023, to
34 consider approving the ILA and authorizing the District’s Board President, to sign the
35 ILA on behalf of the District; and
36

37 WHEREAS, the Snohomish County Council held a public hearing on
38 _____, 2023, to consider approving the ILA and authorizing the Snohomish
39 County Executive, to sign the ILA on behalf of the County;
40

41 NOW, THEREFORE, BE IT ORDAINED:
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43 Section 1. The Snohomish County Council hereby adopts the foregoing recitals
44 as findings of fact and conclusions as if set forth in full herein.

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Section 2. The Snohomish County Council authorizes the Snohomish County Executive to sign the *Interlocal Agreement Between the Town of Woodway, Snohomish County, the City of Shoreline, and Olympic View Water and Sewer District Concerning an Annexation and the Orderly Transition of Services Pursuant to RCW 35A.14.296*, a copy of which is attached to this ordinance as Exhibit A.

PASSED this ____ day of _____, 2023.

SNOHOMISH COUNTY COUNCIL
Snohomish County, Washington

Council Chairperson

ATTEST:

Clerk of the Council

() APPROVED

() EMERGENCY

() VETOED

DATE: _____

County Executive

ATTEST: _____

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Approved as to form only:

Matthew Otten 8/21/23

Deputy Prosecuting Attorney

Exhibit A
Interlocal Agreement

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**INTERLOCAL AGREEMENT BETWEEN
THE TOWN OF WOODWAY, SNOHOMISH COUNTY, THE CITY OF SHORELINE,
AND OLYMPIC VIEW WATER AND SEWER DISTRICT CONCERNING
AN 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 Town of Woodway (“Town”), a Washington municipal corporation, Snohomish County (“County”), a political subdivision of the State of Washington, the City of Shoreline (“Shoreline”), a Washington municipal corporation, and Olympic View Water and Sewer District (“Olympic View”), a Washington special purpose district, 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 and Development Agreements), Chapter 58.17 RCW (Subdivisions), Chapter 82.02 RCW (Excise Taxes), and Chapter 39.34 RCW (Interlocal Cooperation Act).

The Town, the County, Shoreline, and Olympic View are each a “Party” and collectively the “Parties” To this Agreement. The Parties agree as follows.

2. PURPOSE

This Agreement sets forth the terms and conditions of the Parties to cooperate and approve the Town’s annexation (“Annexation”) of the Town’s Municipal Urban Growth Area, designated under RCW 36.70A.110, which area is referred to herein as the “Annexation Area,” pursuant to RCW 35A.14.296. The Annexation Area is depicted in Exhibit A and legally described in Exhibit B to this Agreement. Both Exhibits are incorporated herein by this reference.

3. AGREEMENTS REGARDING ANNEXATION

3.1 Town’s intent to Annex; Effective date of Annexation.

3.1.1 Following the effective date of this Agreement, the Town intends to annex the Annexation Area by adoption of an ordinance pursuant to RCW 35A.14.296.

3.1.2 The Town’s annexation shall become effective the later of five (5) days after passage and publication of the Town’s adoption of an annexation ordinance pursuant to RCW 35A.14.296, fifteen days (15) after the action is deemed approved under RCW 36.93.100, or January 1, 2024.

3.2 Master Annexation ILA and Addendum.

The County and the Town acknowledge and agree that the *Interlocal Agreement Between the Town of Woodway and Snohomish County Concerning Annexation and Urban Development Within the Woodway Municipal Urban Growth Area*, effective September 26, 2016 (“Master Annexation ILA”), and the

Addendum to the Interlocal Agreement Between the Town of Woodway and Snohomish County Concerning Annexation and Urban Development Within the Woodway Municipal Urban Growth Area, effective September 7, 2018 (“Addendum”), shall continue to have full force and effect, except where specifically amended in this Agreement.

3.3 Town-Shoreline Settlement and Interlocal Agreement.

In October 2019, the Town and Shoreline entered a *Settlement and Interlocal Agreement* (“Town-Shoreline ILA”). The Town-Shoreline ILA sets forth the terms of agreement between the Town and Shoreline for the purpose of addressing annexation, services, infrastructure, mitigation, impacts, and related issues with respect to land use, development, or redevelopment within the Annexation Area. The Town and Shoreline acknowledge and agree that this Agreement shall not negate the Town-Shoreline ILA, and obligations therein shall continue to have full force and effect, except where specifically amended in this Agreement.

3.4 Olympic View Service Area

The Parties acknowledge that Olympic View is the provider of water and sewer service to the Annexation Area. The Parties agree that the Annexation will have no effect on Olympic View’s existing rights to provide such services to the Annexation Area, as provided by State law and interlocal agreements between Olympic View and the Town.

3.5 Interjurisdictional Coordination.

The Parties recognize that planning and land use decisions can have extra jurisdictional impacts and that intergovernmental cooperation is an effective way to deal with impacts that transcend local jurisdictional boundaries. Independently, under the authority of the Washington State Constitution and State laws, the County, the Town, and Shoreline have taken numerous actions to identify mitigation of environmental, transportation, and other impacts arising from land use proposals within their boundaries. But they also must consider the impact of their decisions on adjacent jurisdictions. To address such extra-jurisdictional impacts, the County has identified interlocal agreements as a way to provide for reciprocal mitigation of impacts occurring outside of its boundaries.

Accordingly, when processing project permit applications (as defined in RCW 36.70B.020) within the Annexation Area prior to the effective date of the Annexation, the County shall recognize this Agreement and the following adopted mitigation policies of the Town and Shoreline, as now existing or hereafter amended, as the basis for the County’s review and imposition of mitigation requests by the Town and by Shoreline for the extra-jurisdictional impacts of such projects pursuant to state and local law:

Woodway Municipal Code (WMC): Chapter 16.04 Environmental Policy and Chapter 16.16 Transportation Concurrency; Town of Woodway Comprehensive Plan; Town of Woodway Design and Engineering Standards; and other Town ordinances, regulations, or policies that impose mitigation measures for the impact of land use projects.

Shoreline Municipal Code (SMC): SMC 20.30 Subchapter 8 Environmental Procedures, SMC 20.60.140

INTERLOCAL AGREEMENT BETWEEN THE TOWN OF WOODWAY, SNOHOMISH COUNTY, CITY OF SHORELINE, AND OLYMPIC VIEW WATER AND SEWER DISTRICT CONCERNING AN ANNEXATION AND THE ORDERLY TRANSITION OF SERVICES PURSUANT TO RCW 35A.14.296

Adequate Streets/Concurrency; SMC 20.70 Engineering and Utilities Development Standards; City of Shoreline Comprehensive Plan; City of Shoreline Engineering Design Manual; and other Shoreline ordinances, regulations, or policies that imposes mitigation measures for the impact of land use projects.

This provision does not limit the ability of either the Town or Shoreline to request additional mitigation pursuant to Chapter 43.21C RCW, Chapter 197-11 WAC, or its own SEPA regulations where a party has determined and identified specific environmental impacts of a land use proposal that are not addressed by the mitigation policies listed above.

3.6 Public Hearings on Annexation.

In compliance with RCW 35A.14.296(3) and (4), properly noticed public hearings on this Agreement were held on the following dates:

- Snohomish County: September ____, 2023
- The Town of Woodway: September ____, 2023
- City of Shoreline: September ____, 2023
- Olympic View Water and Sewer District: September ____, 2023

The public was afforded the opportunity to be heard at all public hearings, and the Parties considered all public comments relating to the Town’s annexation prior to approval of this Agreement by their legislative bodies.

3.7 Consistency of Annexation with the agreements and RCW.

3.7.1 Snohomish County. The County finds that the Annexation is consistent with this Agreement, the Master Annexation ILA, the Addendum, and the goals and objectives established in RCW 36.93.170 and 36.93.180. The County further finds that the health, safety, and general welfare of Snohomish County residents are not adversely affected by the Annexation pursuant to this Agreement.

3.7.2 Town. The Town finds that the Annexation is consistent with this Agreement, the Master Annexation ILA, the Addendum, the Town-Shoreline ILA, the goals and objectives established in RCW 36.93.170 and 36.93.180. The Town further finds that the health, safety, and general welfare of Town residents are not adversely affected by the Annexation pursuant to this Agreement.

3.7.3 Shoreline. Shoreline finds that the Annexation is consistent with this Agreement, the Town-Shoreline ILA, and the goals and objectives established in RCW 36.93.170 and 36.93.180. Shoreline further finds that the health, safety, and general welfare of Shoreline’s residents are not adversely affected by the Annexation pursuant to this Agreement.

3.7.4 Olympic View. Olympic View finds that the Annexation is consistent with this Agreement, the goals and objectives established in RCW 36.93.170 and 36.93.180, and the Olympic View

Comprehensive Sewer and Water Plans. Olympic View further finds that the health, safety, and general welfare of its ratepayers are not adversely affected by the Annexation pursuant to this Agreement.

3.7.5 This Agreement shall be included in the Town’s Notice of Intent to annex the Annexation Area to be filed with the Snohomish County Boundary Review Board. The Parties agree that this Agreement evidences the support of each Party for the Annexation and that no Party to this Agreement will oppose or make objection to the Town’s Notice of Intent to annex the Annexation Area or the Annexation. The Parties also agree that they will, upon the Town’s request, provide to the Boundary Review Board oral or written testimony in support of the Annexation, in the event of review proceedings by the Boundary Review Board.

4. AMENDMENT TO THE MASTER ANNEXATION ILA

4.1 Amendment to Section 4.1 of the Master Annexation ILA.

The Town and the County agree to delete Section 4.1 of the Master Annexation ILA in its entirety and replace it with the following:

4.1 Urban density requirements. The Town, pursuant to RCW 35A.14.330, adopted Urban Village zoning regulations (“Zoning Regulations”) as reflected in Woodway Municipal Code Chapter 14.40, which will become effective and apply to the Annexation Area upon the date of Annexation. The Zoning Regulations are consistent with the Washington State Growth Management Act, the Puget Sound Regional Council Growth Strategy *Vision 2050*, the Snohomish County Countywide Planning Policies, Snohomish County Code Chapter 30.23.020, and were subject to review under the State Environmental Policy Act, chapter 43.21C RCW.

4.2 Amendment to Section 4.2 of the Master Annexation ILA.

The Town and the County agree to delete Section 4.2 of the Master Annexation ILA in its entirety and replace it with the following:

4.2 Compliance with RCW 35A.14.296. For a period of five (5) years after the Annexation, the Town shall maintain a zoning designation that provides for residential development on any parcel zoned for residential development within the Annexation Area, and the Town shall not reduce the minimum gross residential density of such parcel(s) below the density allowed for by the zoning designation for that parcel prior to the Annexation.

4.3 New Section 4.6 Added to the Master Annexation ILA.

The Town and the County agree to add a new section 4.6 to the Master Annexation ILA as follows:

4.6 Flood hazard regulations. After annexation, the Town’s Comprehensive Plan and development regulations that apply within the floodplain, as defined in Chapter 30.65 Snohomish County Code (SCC), will provide equal or greater restrictions on development as those provided

by the County flood hazard regulations in Chapter 30.65 SCC, as required by Snohomish County General Policy Plan, LU Policy 1.A.12 (GPP LU 1.A.12). The Town is currently reviewing policy and regulatory changes that, upon adoption, shall provide a level of flood hazard protection within the Town comparable to that provided by the County in Chapter 30.65 SCC.

4.4 Amendment to Section 9.2 of the Master Annexation ILA.

The Town and the County agree to delete Section 9.2 of the Master Annexation ILA in its entirety and replace it with the following:

9.2 Taxes, fees, rates, charges, and other monetary adjustments. The Town 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 the Annexation, 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 Town intends for the County to continue providing surface water services beyond the calendar year after the Annexation, a separate interlocal agreement must be negotiated.

5. AMENDMENT TO THE TOWN-SHORELINE ILA

The Town-Shoreline ILA includes several provisions related to mitigation of impacts arising from planning, development, or redevelopment within the Annexation Area (referred to as “Point Wells” in the Town-Shoreline ILA). The Town and Shoreline desire to amend the Town-Shoreline ILA to further clarify and establish agreed upon processes by which mitigation for impacts are requested and considered.

5.1 Amendment to Section I(B) of the Town-Shoreline ILA.

The Town and Shoreline agree to delete Section I(B) of the Town-Shoreline ILA in its entirety and replace it with the following:

B. Comprehensive Plan and Development Regulations Amendments.

1. Prior to the effective date of an annexation of Point Wells, each City will consider necessary amendments to its comprehensive plan and development regulations applicable to Point Wells in the manner set forth in Section I(A).
2. After the effective date of an annexation of Point Wells, when processing an amendment to its comprehensive plan or development regulations applicable to Point Wells, including a change in zoning to allow industrial uses at Point Wells, the

annexing City shall:

- a. Provide the non-annexing City at least thirty (30) calendar days written notice (unless otherwise agreed to or waived in writing) of all Planning Commission and/or Council meetings and hearings for any amendments that may impact the non-annexing City's transportation infrastructure and public facilities, such as parks and recreation facilities.
- b. Provide the non-annexing City an opportunity to review, comment and identify the impacts of any such amendment, within the thirty (30) day notice period.
- c. Consider the impacts identified by the non-annexing City under this Section.

5.2 Amendment to Section I(C) of the Town-Shoreline ILA.

The Town and Shoreline agree to delete Section I(C) of the Town-Shoreline ILA in its entirety and replace it with the following:

C. Project Permit Applications; Industrial Uses

1. Project Permit Applications. After the effective date of an annexation of Point Wells, when processing project permit applications (as defined in RCW 36.70B.020) within Point Wells that may impact the non-annexing City's transportation infrastructure and public facilities, such as parks and recreation facilities, the annexing City shall:
 - a. Provide the non-annexing City at least thirty (30) calendar days written notice (unless otherwise agreed to or waived in writing by the non-annexing City, or such lesser period as may be required by law) prior to approval of such applications.
 - b. Invite the non-annexing City to attend meetings between City staff and the applicant relating to such applications, including preapplication meetings.
 - c. Provide the non-annexing City an opportunity to review, comment and identify the impacts of and mitigation for such project, within the thirty (30) day notice period.
 - d. Require, as a condition of project approval, the mitigation identified by the non-annexing City under this Section, provided such mitigation is reasonable, capable of being accomplished, consistent with applicable law allowing the annexing City to impose the requested mitigation, and, in any legal dispute or claim related to such mitigation, the non-annexing City shall protect, hold harmless, indemnify and defend the non-requesting City to the fullest extent permitted by law against the legal dispute or claim at its sole cost and expense, including attorney fees.
2. Industrial Uses. After the effective date of an annexation of Point Wells, the annexing

City will consider any project permit application to modify or expand a permitted industrial use at Point Wells in the manner set forth in Section I(C)(1). When processing a request for a determination as to whether industrial uses or other asserted pre-existing uses at Point Wells are legal, non-conforming uses, or when processing a project permit application that requires such a determination, the annexing City shall:

- a. Provide the non-annexing City at least thirty (30) calendar days written notice (unless otherwise agreed to or waived in writing by the non-annexing City, or such lesser period as may be required by law) prior to issuing the determination or approving the application and shall provide a copy of the decision or, if no written decision, provide notice to the non-annexing City of the decision.
- b. Invite the non-annexing City to attend meetings between City staff and the requestor relating to the request or application.
- c. Provide the non-annexing City an opportunity to review, comment, and identify the impacts of the continuation of such use on the non-annexing City's transportation infrastructure, and to request mitigation for such impacts, within the thirty (30) day notice period.
- d. Provide the non-annexing City with standing to administratively appeal any such decision as an aggrieved party.

5.3 Amendment to Section I(D) of the Town-Shoreline ILA.

The Town and Shoreline agree to delete Section I(D) of the Town-Shoreline ILA in its entirety and replace it with the following:

D. **Reciprocal Mitigation Agreements.** In addition to the mitigation procedure identified above, the Cities agree to work collaboratively to identify and consider the appropriate mechanisms to address the impacts of development and redevelopment within the Cities. Strategies to be evaluated and considered include, but are not limited to, SEPA, reciprocal mitigation agreements, a Transportation Benefit District pursuant to Chapter 36.73 RCW, a Transportation Impact Fee pursuant to Chapter 82.02 RCW or RCW 39.92.040, a Local Improvement District pursuant to Chapter 35.43 RCW, a Metropolitan Park District pursuant to Chapter 35.61 RCW, a Park and Recreation District pursuant to Chapter 36.69 RCW, and a Park Impact Fee pursuant to Chapter 82.02 RCW, or any other existing or future statutorily created programs that the two Cities determine would provide a mechanism to address impacts to the other City.

5.4 Amendment to Section I(E) of the Town-Shoreline ILA.

The Town and Shoreline agree to delete Section I(E) of the Town-Shoreline ILA in its entirety and replace it with the following:

E. **Consultation on Expansion or Modification of a Vested Permit Application.** Prior to the effective date of an annexation of Point Wells, a project permit application within Point Wells will be submitted to Snohomish County. Provided said permit is determined to meet the requirements for vesting, such application shall vest to Snohomish County development regulations, as provided by law. For any project permit approved by Snohomish County prior to annexation, if the annexing City receives an application for modification of that permit, the annexing City shall process such modification consistent with Section I(C)(1).

6. TRANSFER OF COUNTY FACILITIES AND PROPERTIES

In addition to property that transfers on annexation as a matter of law (*e.g.*, public rights of way), the County shall transfer/convey to the Town ownership, maintenance, and operational responsibility for all County-owned facilities and properties within the Annexation Area upon the effective date of the Annexation.

7. 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.

8. DISPUTE RESOLUTION

Except as herein provided, no civil action with respect to any dispute, claim or controversy (collectively "dispute") arising out of or relating to this Agreement, or the Annexation may be commenced until the dispute has been submitted to a mediator selected by the Parties involved with the dispute. 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 its 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 the mediation process.

9. 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.

10. 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, the Town, and Shoreline retain authority for land use and development decisions within their respective authority. By executing this Agreement, the County, the Town, Shoreline, and Olympic View do not otherwise abrogate authority or police powers vested in them by law.

11. EFFECTIVE DATE, DURATION AND TERMINATION

11.1 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.

11.2 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.

11.3 Termination. Any Party may terminate this Agreement upon one-hundred eighty (180) 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, and to fulfill obligations under other agreements relating to this Agreement and the Annexation Area.

12. INDEMNIFICATION AND LIABILITY

12.1 Indemnification. Each Party shall protect, save harmless, indemnify and defend, at its own expense, the other Parties, its elected and appointed officials, officers, employees and agents, from any loss or claim for damages of any nature whatsoever arising out of the indemnifying Party's performance of this Agreement, including claims by the indemnifying Party's employees or third parties, except for those damages caused solely by the negligence or willful misconduct of another Party, its elected and appointed officials, officers, employees, or agents.

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

12.3 Hold harmless. No liability shall be attached to the Parties by reason of entering into this Agreement except as expressly provided herein. Each Party shall hold the other Parties harmless and defend the other Parties at its expense any legal challenges to a Party's requested mitigation and/or failure by a Party to comply with Chapter 82.02 RCW.

13. 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.

14. 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.

15. 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 regarding the subject matter of this Agreement, except for privileged documents, upon reasonable written notice.

The Parties each are 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 Town and the County for inspection and copying where required by the Public Records Act, Chapter 42.56 RCW.

16. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties concerning the Annexation, except as set forth in Agreement Sections 3, 4, and 5.

17. 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.

18. FILING

A copy of this Agreement shall be filed with the Clerk of each of the Parties or the staff member who is responsible for recording documents. This Agreement shall be recorded with the Snohomish County Auditor’s Office and King County Recorder’s Office or as otherwise allowed or required under state law.

19. ADMINISTRATORS AND CONTACTS FOR AGREEMENT

The Administrators and contact persons for this Agreement are:

Eric A. Faison
Town Administrator
Town of Woodway
23920 113th Place West
Woodway, WA 98020
(206) 542-4443

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

Bristol Ellington
City Manager
City of Shoreline
17500 Midvale Ave N

Bob Danson
General Manager
Olympic View Water & Sewer District
8128 228th St. SW

INTERLOCAL AGREEMENT BETWEEN THE TOWN OF WOODWAY, SNOHOMISH COUNTY, CITY OF SHORELINE, AND OLYMPIC VIEW WATER AND SEWER DISTRICT CONCERNING AN ANNEXATION AND THE ORDERLY TRANSITION OF SERVICES PURSUANT TO RCW 35A.14.296

Shoreline, WA 98133
(206) 801-2213

Edmonds, WA 98020
(425) 774-7769

20. Counterpart Originals.

This Agreement may be executed in any number of counterpart originals, each of which shall be deemed to constitute an original agreement, and all of which shall constitute one agreement. The execution of one counterpart by a Party shall have the same force and effect as if that Party had signed all other counterparts.

21. Authority to Execute.

Each person executing this Agreement on behalf of a Party represents and warrants that they are fully authorized to execute and deliver this Agreement on behalf of the Party for which they are signing. The Parties hereby warrant to each other that each has full power and authority to enter into this Contract and to undertake the actions contemplated herein and that this Contract is enforceable in accordance with its terms.

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

TOWN OF WOODWAY
By:

SNOHOMISH COUNTY
By:

Michael S. Quinn
Mayor
Date: _____

Dave Somers
County Executive
Date: _____

ATTEST:

Town Clerk-Treasurer

ATTEST:

Clerk of the County Council

Approved as to form only:

Attorney for the Town of Woodway

Approved as to form only:
Matthew Otten 8/21/23

Deputy Prosecuting Attorney for
Snohomish County

CITY OF SHORELINE

By:

Bristol Ellington
City Manager

Date: _____

ATTEST:

City Clerk

Approved as to form only:

Attorney for City of Shoreline
District

OLYMPIC VIEW WATER AND SEWER DISTRICT

By:

Lora Petso
Board President

Date: _____

ATTEST:

Board Secretary

Approved as to form only:

Attorney for Olympic View Water & Sewer

EXHIBIT B – Town of Woodway Annexation Area Legal Description

POINT WELLS ANNEXATION AREA

PARCEL DESCRIPTION

ALL THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 27 NORTH, RANGE 3 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON, INCLUDING THE TIDELANDS ABUTTING, MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE AFOREMENTIONED SOUTHWEST QUARTER OF SECTION 35, SAID POINT ALSO BEING THE SOUTH QUARTER CORNER OF SECTION 35; THENCE WESTERLY, ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, TO THE EASTERLY RIGHT-OF-WAY OF THE BURLINGTON NORTHERN RAILWAY COMPANY, FORMERLY KNOWN AS THE GREAT NORTHERN RAILWAY COMPANY, SAID POINT ALSO BEING ON THE WESTERLY BOUNDARY LINE OF THAT TOWN OF WOODWAY ANNEXATION, DATED APRIL 21, 1997, UNDER ORDINANCE NO. 97-325, SAID POINT ALSO BEING **THE POINT OF BEGINNING**; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND EXISTING TOWN BOUNDARY LINE, A DISTANCE OF 249.39 FEET, MORE OR LESS, TO THE NORTH LINE OF THE E.L. REBER TRACT AS DESCRIBED UNDER SNOHOMISH COUNTY COURT CAUSE NO. 40540, DATED OCTOBER 18, 1943; SAID POINT ALSO BEING 247.50 FEET NORTH OF, WHEN MEASURED AT RIGHT ANGLES TO, THE SOUTH LINE OF THE AFOREMENTIONED SOUTHWEST QUARTER OF SECTION 35; THENCE EASTERLY, PARALLEL WITH AND 247.50 FEET NORTH OF, WHEN MEASURED AT RIGHT ANGLES TO SAID SOUTH LINE AND COINCIDENT WITH THE SOUTHERLY BOUNDARY OF THE VACATED PORTION OF HEBERLEIN ROAD, AS SHOWN IN A VACATION OF COUNTY ROAD RIGHT-OF-WAY, DATED FEBRUARY 26, 1962, TO THE NORTHWEST CORNER OF THAT BRIGGS SHORT PLAT AS FILED FOR RECORD IN SNOHOMISH COUNTY, WASHINGTON, IN BOOK NO. 42 AT PAGE 20, UNDER AUDITOR'S FILE NO. 9402015006; SAID POINT ALSO BEING ON THE EAST MARGIN OF RICHMOND BEACH DRIVE NW AND THE EXISTING TOWN BOUNDARY LINE; THENCE NORTHERLY, ALONG THE NORTHERLY EXTENSION OF THE AFORESAID EAST MARGIN OF RICHMOND BEACH DRIVE NW COUNTY ROAD AND TOWN BOUNDARY LINE, 20 FEET, MORE OR LESS, TO A POINT ON THE NORTH LINE OF THE SOUTH 267.50 FEET, WHEN MEASURED AT RIGHT ANGLES TO, THE SOUTH LINE OF THE AFOREMENTIONED SOUTHWEST QUARTER OF SECTION 35; THENCE CONTINUING ALONG THE TOWN BOUNDARY LINE, EASTERLY, PARALLEL WITH AND 267.50 FEET NORTH OF, WHEN MEASURED AT RIGHT ANGLES TO SAID SOUTH LINE, 100.67 FEET; THENCE CONTINUING ALONG THE TOWN BOUNDARY LINE, NORTHERLY, 269.23 FEET; THENCE EASTERLY, 157 FEET TO THE WESTERLY LINE OF THAT TOWN OF WOODWAY – POINT WELLS UPPER BLUFF ANNEXATION, DATED JULY 5, 2016, UNDER ORDINANCE NO. 16-572, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF PARCEL 1 OF SNOHOMISH COUNTY BOUNDARY LINE ADJUSTMENT NO. 04-109874, RECORDED UNDER AUDITOR'S FILE NO. 200405180215; THENCE NORTH 01°11'56" EAST, ALONG THE WEST LINE OF SAID PARCEL 1 AND TOWN BOUNDARY LINE, 455.24 FEET; THENCE NORTH 31°23'34" WEST, ALONG SAID WEST LINE OF PARCEL 1 AND TOWN BOUNDARY LINE, 291.15 FEET TO THE MOST WESTERLY CORNER OF SAID PARCEL 1, SAID POINT ALSO BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF THE SEATTLE AND MONTANA RAILWAY COMPANY, NOW KNOWN AS THE BURLINGTON

NORTHERN SANTA FE RAILWAY COMPANY; THENCE AT A RIGHT ANGLE TO THE RIGHT OF WAY, NORTH 65°57'14" WEST, 100 FEET TO THE WESTERLY MARGIN OF SAID RIGHT-OF-WAY; THENCE NORTHEASTERLY, ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND EXISTING TOWN BOUNDARY TO A POINT ON THE NORTH LINE OF THE AFOREMENTIONED SOUTHWEST QUARTER OF SECTION 35; THENCE WESTERLY, ALONG THE NORTH LINE AND ITS WESTERLY EXTENSION THEREOF, TO THE INNER HARBOR LINE; THENCE SOUTHERLY, ALONG THE INNER HARBOR LINE TO THE WESTERLY EXTENSION OF THE SOUTH LINE OF THE AFOREMENTIONED SOUTHWEST QUARTER OF SECTION 35; THENCE EASTERLY, ALONG THE SOUTH LINE AND ITS WESTERLY EXTENSION THEREOF TO **THE POINT OF BEGINNING.**

THE DESCRIPTION HEREIN IS INTENDED TO INCLUDE ALL PARCELS, ROADS AND GOVERNMENT LOTS WITHIN THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 27 NORTH, RANGE 3 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON INCLUDING THOSE TIDELANDS ABUTTING. THE SIDELINES SHALL BE EXTENDED AND/OR SHORTENED TO BE COINCIDENT WITH THE EXISTING TOWN BOUNDARY LINE.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.





Snohomish County Council

Committee: Committee of the Whole

Analyst: Ryan Countryman

ECAF: 2023-0980

Proposal: Ordinance 23-087

Date: August 29, 2023

Consideration

Proposed Ordinance 23-087 would authorize the County Executive to enter an interlocal agreement (ILA) with the Town of Woodway, City of Shoreline, and Olympic View Water and Sewer District (OVWSD) regarding Woodway's proposed annexation of the Point Wells area.¹

Background and Analysis

[RCW 35A.14.296](#) authorizes the annexation of unincorporated territory through adoption of an interlocal agreement between a county and a code city. Woodway initiated the annexation process for the area known as Point Wells by commencing negotiations for an ILA with the County. Woodway, Snohomish County, Shoreline, and OVWSD have negotiated the terms of an interlocal agreement titled, "Interlocal Agreement Between the Town of Woodway, Snohomish County, the City of Shoreline, and the Olympic View Water and Sewer District Concerning an Annexation and the Orderly Transition of Services Pursuant to RCW 35A.14.296" (the "Agreement"). This Agreement would implement the annexation, and coordinate planning and the transition of services in the approximately 66-acre annexation area.²

RCW 35A.14.296(3) requires that a "public hearing shall be held by each legislative body, separately or jointly, before the agreement is executed" and that each legislative body shall take certain actions including publication of notice for the hearing at least once a week for four weeks before the date of the hearing. The parties to the agreement plan to hold separate hearings, publishing their own notices as appropriate. Hearing dates are:

¹ Exhibit A to the ILA includes a map depicting the annexation area, which includes the remaining unincorporated parcels (including tideland areas covered by parcels) and rights-of-way in the southwest corner of the Southwest Urban Growth Area (SWUGA). Separate from the current ILA and annexation effort, part of [Amended Motion 21-147](#) placed consideration of an expansion of the SWUGA in the area on the final docket for consideration during the 2024 update to the comprehensive plan. This potential expansion area includes a large dock that extends onto state-owned aquatic lands outside the current SWUGA. The possible expansion area is subject to a lease between the Washington State Department of Natural Resources and the principal property owner of the current annexation. The additional area from Amended Motion 21-147 would require separate annexation sometime after UGA expansion if that happens. The current annexation and potential future dock-area annexation would not be phased annexations under RCW 35A.14.293.

² Woodway and Snohomish County previously entered a master interlocal agreement titled "Interlocal Agreement Between the Town of Woodway and Snohomish County Concerning Annexation and Urban Development Within the Woodway Municipal Urban Growth Area", effective September 26, 2016 ("Master Annexation ILA"). They have also entered the "Addendum to the Interlocal Agreement Between the Town of Woodway and Snohomish County Concerning Annexation and Urban Development Within the Woodway Municipal Urban Growth Area", effective September 7, 2018.

- September 25: Shoreline
- October 2: Woodway and OVWSD (same day, different hearings)
- October 4: Snohomish County (proposed)

Snohomish County Planning and Development Services (PDS) provided a staff report to the County Council dated August 18, 2023, that includes details on the annexation method, contents of the Agreement, analysis of consistency with existing policies, and fiscal impact information. Council staff has reviewed the PDS staff report and concurs with its findings and analysis with one caveat. PDS received and forwarded updated fiscal impact information from other county departments to council staff on 8/24/23. According to updated information from the County Surface Water Management (SWM) division:

There would be no impact to SWM revenues during the calendar year of annexation. Assuming annexation were to occur in 2023, the annual revenue loss next year is anticipated to be \$71,771.49 in 2024. If annexation occurs in 2024, the revenue loss would be \$73,780.94 in 2025. These estimates assume continuation of a 2.8% annual increase as provided under SCC 25.20.020(3). SWM services will adjust to the revenue loss; however, some programs may have disproportionate impact due to funding structure. There are no SWM projects in the proposed annexation area.

On August 24, PDS transmitted the ECAF materials to council marking them as “urgent” with an August 24 deadline date. This deadline was meant to be internal for the executive branch approvals to transmit. August 24 is not a deadline for County Council action. Urgent handling remains requested, however, because PDS (and Woodway) would like the hearing scheduled far enough before the end of the year to complete the 45-day Boundary Review Board period and related processing after the hearing and before December 31, 2023.

Current Proposal: Ordinance 23-087 would approve the annexation ILA.

Handling: Urgent

Finance: Approve

Risk Management: Approve

Executive Recommendation: Approve

Approved as to Form: Yes

Request: Set time and date for a public hearing.

Executive/Council Action Form (ECAF)

ITEM TITLE:

..Title

Ordinance 23-087, approving and authorizing the County Executive to sign an Interlocal Agreement between Snohomish County, the Town of Woodway, the City of Shoreline, and Olympic View Water and Sewer District for the Point Wells Annexation Area

..body

DEPARTMENT: Planning and Development Services

ORIGINATOR: Eileen Canola

EXECUTIVE RECOMMENDATION: Approved by Ken Klein 8/23/23

PURPOSE: To authorize the County Executive to enter into an interlocal agreement with the Town of Woodway (Town), City of Shoreline (City), and Olympic View Water and Sewer District (District) regarding the Town’s proposed annexation of the Point Wells area.

BACKGROUND: RCW 35A.14.296 authorizes the annexation of unincorporated territory through adoption of an interlocal agreement between a county and a code city. The Town of Woodway initiated the annexation process for the area known as Point Wells by commencing negotiations for an interlocal agreement with the County. The Town, County, City, and District have negotiated the terms of an interlocal agreement titled, “Interlocal Agreement Between the Town of Woodway, Snohomish County, the City of Shoreline, and the Olympic View Water and Sewer District Concerning an Annexation and the Orderly Transition of Services Pursuant to RCW 35A.14.296” (the “Agreement”) to implement the annexation, and coordinate planning and the transition of services within the annexation area. The Town and the County have entered into a master interlocal agreement titled Interlocal Agreement Between the Town of Woodway and Snohomish County Concerning Annexation and Urban Development Within the Woodway Municipal Urban Growth Area, effective September 26, 2016 (“Master Annexation ILA”), and the Addendum to the Interlocal Agreement Between the Town of Woodway and Snohomish County Concerning Annexation and Urban Development Within the Woodway Municipal Urban Growth Area, effective September 7, 2018. Per RCW 35A.14.296 a public hearing with proper noticing is required by the Town, City, District, and County on the proposed Agreement.

FISCAL IMPLICATIONS:

EXPEND: FUND, AGY, ORG, ACTY, OBJ, AU	CURRENT YR	2ND YR	1ST 6 YRS
TOTAL			

REVENUE: FUND, AGY, ORG, REV, SOURCE	CURRENT YR	2ND YR	1ST 6 YRS

TOTAL			
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DEPARTMENT FISCAL IMPACT NOTES: Click or tap here to enter text.

CONTRACT INFORMATION:

ORIGINAL _____ CONTRACT# _____ AMOUNT _____
 AMENDMENT _____ CONTRACT# _____ AMOUNT _____

Contract Period

ORIGINAL START _____ END _____
 AMENDMENT START _____ END _____

OTHER DEPARTMENTAL REVIEW/COMMENTS: Reviewed/approved by Risk – Shelia Barker 8/22/23 and Finance – Nathan Kennedy 8/23/23



Snohomish County

**Planning and Development
Services**

3000 Rockefeller Ave., M/S 604
Everett, WA 98201-4046
(425) 388-3311
www.snoco.org

MEMORANDUM

TO:

Councilmember, Jared Mead, District 4, Council Chair
Councilmember, Nate Nehring, District 1, Council Vice-Chair
Councilmember, Megan Dunn, District 2
Councilmember, Strom Peterson, District 3
Councilmember, Sam Low, District 5

Dave Somers
County Executive

VIA:

Michael McCrary, Director, Planning and Development Services (PDS)

FROM:

Eileen Canola, Senior Planner, PDS

SUBJECT: Town of Woodway Point Wells Annexation – Ordinance Approving and Authorizing the County Executive to Enter into the Interlocal Agreement Per RCW 35A.14.296

DATE:

August 18, 2023

PURPOSE

The attached ordinance, Attachment A to this staff report, would authorize the County Executive to enter into the interlocal agreement (Agreement), Attachment B to this staff report, with the Town of Woodway (Town), City of Shoreline (City), and Olympic View Water and Sewer District (District). The attached Agreement is a requirement of RCW 35A.14.296, “Annexation of Unincorporated Territory Pursuant to Interlocal Agreement”, the method of annexation the Town is pursuing for the annexation of the Point Wells area (the Annexation Area). The Agreement addresses the orderly transition of responsibilities and services for the proposed Annexation Area and meets other requirements of RCW 35A.14.296, (Attachment C).

ANNEXATION METHOD

The Town is proposing the annexation of the Point Wells Area (Annexation Area) as depicted in Attachment B to this staff report. The annexation method proposed by the Town for the Annexation Area is the “Annexation of Unincorporated Territory Pursuant to Interlocal Agreement” per RCW 35A.14.296, which requires the development and approval of an interlocal agreement (Agreement) with a hearing on the proposed Agreement by all entities considered a party to the Agreement. The following table summarizes how the requirements of RCW 35A.14.296 have been met and are anticipated to be met.

Table 1. Summary of Requirements of ILA Method of Annexation

Requirement of RCW 35A.14.296 for Annexation Area by Town	How Requirement Has / Will be Meet
Town initiates annexation through an interlocal agreement with affected County, service providers such as fire district and sewer district.	The Town initiated an interlocal agreement with the County, City, and District.
Affected service providers indicate in writing their interest in being party to interlocal agreement.	The City and District provided written notice to the Town indicating their interest in being parties to the Agreement as indicated in Section 1 of the proposed Agreement.
The interlocal agreement must ensure that for a period of five years after the annexation any parcel zoned for residential development within the annexed area shall: (a) Maintain a zoning designation that provides for residential development; and (b) Not have its minimum gross residential density reduced below the density allowed	Section 4 of the proposed Agreement provides consistency with this 5-year requirement for residential density.
The County and Town shall jointly agree on the boundaries of the annexation and its effective date. The interlocal agreement shall describe the boundaries of the territory to be annexed and set a date for a public hearing on such agreement for annexation.	Exhibit A and B to the proposed Agreement provide the boundaries of the Annexation Area that the County and Town agreed upon. Section 3.6 of the proposed Agreement sets the anticipated public hearing dates.
Separately or jointly, publish a notice of availability of the agreement at least once a week for four weeks before the date of the hearing in one or more newspapers of general circulation within the code municipality and one or more newspapers of general circulation within the territory proposed for annexation; and If the legislative body can do so, post the notice of availability of the agreement on its website for the same four weeks that the notice is published in the newspapers. The notice shall describe where the public may review the agreement and the territory to be annexed.	It is anticipated that each party to the proposed Agreement will notice their public hearing for the proposed Agreement per the requirements of state law.
On the date set for hearing, the public shall be afforded an opportunity to be heard.	It is anticipated that each public hearing will provide the opportunity for public input.
Following the hearing, if the Town determines to effect the annexation, they shall do so by ordinance. Upon the date fixed in the ordinance of annexation the area annexed shall become part of the Town.	It is anticipated that the Town will proceed to effectuate the annexation after all state requirements are met.

The County and Town have an existing master annexation interlocal agreement (MAILA), “Interlocal Agreement Between the Town of Woodway and Snohomish County Concerning Annexation and Urban Development Within the Woodway Municipal Urban Growth Area”, effective September 26, 2016 and an addendum to the MAILA, “Addendum to the Interlocal Agreement Between the Town of Woodway and Snohomish County Concerning Annexation and Urban Development Within the Woodway Municipal Urban Growth Area”, effective September 7, 2018. The MAILA and addendum are recognized in the proposed Agreement and amendments to Sections 4.1 and 4.2 of the MAILA address requirements of RCW 35A.14.296. Additionally, the proposed Agreement amends the MAILA to add a new section regarding flood hazard regulations that will be imposed by the Town.

TOWN AND CITY SETTLEMENT AGREEMENT

The proposed Agreement recognizes and refers to the Settlement and Interlocal Agreement between the Town and City for the Point Wells Annexation Area as well as the two amendments to that ILA. Section 5 of the Agreement provides amendments to the ILA between the Town and City to address mitigation impacts.

OLYMPIC VIEW WATER AND SEWER DISTRICT (DISTRICT)

The proposed Agreement recognizes that the District is the water and sewer provider for the Annexation Area.

COUNTY FISCAL ANALYSIS

There would be no impact to SWM revenues during the calendar year of annexation. Assuming annexation were to occur in 2023, the annual revenue loss next year is anticipated to be \$71,771.49 in 2024. If annexation occurs in 2024, the revenue loss would be \$73,780.94 in 2025. These estimates assume continuation of a 2.8% annual increase as provided under SCC 25.20.020(3). SWM services will adjust to the revenue loss; however, some programs may have disproportionate impact due to funding structure.

There are no SWM projects in the proposed annexation area. As noted previously, the Point Wells site is listed in the WRIA 8 Salmon Recovery Plan for restoration, which the Town of Woodway may already be aware of. There are several options in the plan including full restoration and a partial restoration. Section 9.5 of the Master Annexation ILA allows for future possible collaboration with the Town of Woodway, should opportunity arise.

CONSISTENCY WITH STATE, REGIONAL, AND LOCAL POLICIES

The attached Agreement is consistent with the Growth Management Act (GMA) planning goals in [RCW 36.70A.020](#), in particular, planning goals 1 related to urban growth and 12 related to public facilities and services. Section 4 of the Agreement addresses the urban development density requirements as adopted in the Woodway Municipal Code Chapter 14.40. The Agreements addresses responsibilities for the efficient provision of services and facilities including water and sewer service provided by the District.

RCW 36.70A.020 (1) and (12):

“(1) Urban growth. Encourage development in urban areas where adequate public facilities and services exist or can be provided in an efficient manner.”

“(12) Public facilities and services. Ensure that those public facilities and services necessary to support development shall be adequate to serve the development at the time the development is available for occupancy and use without decreasing current service levels below locally established minimum standards.”

The attached Agreement is consistent with regional policies in Puget Sound Regional Council’s (PSRC) Vision 2050 including MPPs Regional Growth Strategy (RGS)-16 and Development Patterns (DP)-28. The Agreement demonstrates coordination among all Parties for service, development, and impacts of the Annexation Area.

MPP-RGS-16 “Identify strategies, incentives, and approaches to facilitate the annexation or incorporation of unincorporated areas within urban growth areas into cities.”

MPP-DP-28 “Support joint planning between cities, counties, and service providers to work cooperatively in planning for urban unincorporated areas to ensure an orderly transition to city governance, including efforts such as: (a) establishing urban development standards, (b) addressing service and infrastructure financing, and (c) transferring permitting authority.”

The Snohomish County Countywide Planning Policies (CPPs) provide guidance and direction regarding annexation and coordination among cities and between cities and the County. Policies that speak to this topic include Joint Planning (JP)-1, Development Patterns (DP)-19, and Transportation (TR)-1. The Agreement demonstrates a high-level of coordination between and among the Town, County, City, and the District in establishing agreements that identify and address issues related to the delivery of services, development potential, and transportation impacts for the Annexation Area.

Countywide Planning Policies:

CPP-JP-1 “Coordination of county and municipal planning particularly for urban services, governance, and annexation is fundamental in implementing the Regional Growth Strategy and GMA directives related to urban growth areas in RCW 36.70A.110. Interlocal agreements for this purpose are encouraged pursuant to the Interlocal Cooperation Act (chapter 39.34 RCW). These agreements should emphasize the importance of early and continuous public participation, focus on decision-making by elected or other appropriate officials, and review the consistency of comprehensive plans with each other and the Growth Management Act, where applicable. Appendix F provides an illustrative list of issues that could be considered appropriate for Interlocal Agreements.”

CPP-DP-19 “City comprehensive plans should have policies on the annexation of areas within their unincorporated Urban Growth Area and/or Municipal Urban Growth Area.”

CPP-TR-1 “Jurisdictions should establish agreements and procedures for jointly mitigating traffic impacts, including provisions for development and design review and sharing of developer impact mitigation.

- a. Interlocal agreements among the cities and County should be used in Urban Growth Areas and areas proposed for annexation, to define procedures and standards for mitigating traffic impacts, sharing improvement and debt costs for transportation facilities, and addressing maintenance and funding for future transportation facilities and services. These interlocal agreements may also include transit agencies or the Washington State Department of Transportation where mitigation includes transportation demand management strategies or transit related improvements, such as park and ride facilities, bus rapid transit stations, or high-occupancy lanes.
- b. Joint development and plan review teams should be formed for major projects having impacts that extend across jurisdictional boundaries.
- c. Development impact mitigation should be shared where a project’s impacts extend across jurisdictional boundaries.
- d. Local comprehensive plans and long-range transit agency plans should provide policies that encourage private sector investment in transportation services and facilities.
- e. Local land use regulations should provide for integrated design of transportation facilities in designated urban growth centers to encourage transit-oriented land uses and nonmotorized modes of travel.”

The proposed Agreement is consistent with policies in the County’s GMA comprehensive plan including Land Use (LU) policy 2.A.1 which calls for a minimum net density of residential development of 4 dwelling units per acre in urban growth areas (UGAs). This net residential density is addressed in the proposed Agreement as it is a requirement of state law. The proposed Agreement would satisfy LU Policy 2A.2 for an annexation agreement.

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 insure later development at minimum densities is not inhibited when sanitary sewers become available.”

LU Policy 2.A.2 “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.”

ANALYSIS

At this time, the requirements of RCW 35A.14.296 are being met, and hearings by the Town, City, and District are in the process of being scheduled. It is anticipated that each party will hold a separate hearing on this matter. The following summarizes how the proposed Agreement is consistent with GMA, the Multicounty Planning Policies (MPPs), the Countywide Planning Policies (CPPs), and the County’s comprehensive plan:

1. GMA planning goals (RCW 36.70A.020): The proposed Agreement is consistent and furthers GMA planning goals in particular goals 1 and 12 that focus on urban growth and public services. The proposed Agreement supports urban growth and the delivery of public services by clarifying the roles of public service providers including the District as the water and sewer provider and ensuring a minimum net residential density of 4 dwelling units per acre for the Annexation Area as described in the Chapter 14.40 of the Town’s Municipal Code, “Urban Village Zone”.
2. MPPs: The proposed Agreement references several agreements among the Parties and contains refinements to those agreements to ensure the successful annexation of the Point Wells Area as well as its future development. This level of coordination among jurisdictions regarding an annexation is consistent with and furthers regional policies regarding joint planning and coordination to facilitate annexation, in particular MPP-RGS-16 and MPP-DP-28.
3. CPPs: The annexation proposal is consistent with the CPPs. The proposed Agreement addresses coordination between the Town, City, County, and District for the Annexation Area regarding transportation mitigation, the delivery of public services, and the density of residential development, and furthers CPP policies JP-1, DP-19, and TR-1.
4. County Comprehensive Plan: Snohomish County has adopted a comprehensive plan under the authority of Chapter 36.70A RCW (GMA). The proposed Agreement is consistent with County policies LU 2A.1 and 2.A.2 that require a minimum net residential density and an agreement for an area proposed for annexation.

RECOMMENDATION

PDS recommends approval of the ordinance authorizing the County Executive to execute the interlocal agreement (Agreement) between the County, Town, City, and District.

cc: Ken Klein, Executive Director

Mike McCrary, Director, Planning and Development Services (PDS)

David Killingstad, Manager, PDS

Kelly Snyder, Director, Department of Public Works (DPW)

Doug McCormick, Deputy Director / County Engineer, DPW

Tom Teigen, Director, Department of Conservation and Natural Resources
Ryan Countryman, Council, Senior Legislative Analyst

Attachments:

- Attachment A: Proposed Ordinance
- Attachment B: Proposed Interlocal Agreement (Agreement)
- Attachment C: RCW 35A.14.296
- Attachment D: Snohomish County – Town of Woodway Master Interlocal Annexation Agreement (MAILA)
- Attachment E: Addendum to County and Town MAILA
- Attachment F: Town of Woodway – City of Shoreline Settlement Agreement
- Attachment G: 1st Amendment to Town and City Settlement Agreement
- Attachment H: 2nd Amendment to Town and City Settlement Agreement

Attachment A
Proposed Ordinance

Attachment B
Proposed Interlocal Agreement (Agreement)

Attachment C
RCW 35A.14.296

Attachment D

Snohomish County – Town of Woodway Master Interlocal Annexation Agreement (MAILA)

Attachment E

Addendum to County and Town MAILA

Attachment F
Town of Woodway – City of Shoreline Settlement Agreement

Attachment G
1st Amendment to Town of Woodway – City of Shoreline Settlement Agreement

Attachment H
2nd Amendment to Town of Woodway – City of Shoreline Settlement Agreement

ECAF:
RECEIVED:

ORDINANCE INTRODUCTION SLIP

SNOHOMISH COUNTY COUNCIL

EXHIBIT # 3.1.004

FILE ORD 23-087

TO: Clerk of the Council

TITLE OF PROPOSED ORDINANCE:

Introduced By:

N. Nehring
Councilmember

Date

Clerk's Action:

Proposed Ordinance No. _____

Assigned to: _____ Date: _____

STANDING COMMITTEE RECOMMENDATION FORM

On _____, the Committee considered the Ordinance by ___ Consensus /
___ Yeas and ___ Nays and made the following recommendation:

_____ Move to Council to schedule public hearing on: _____

_____ Other _____

Regular Agenda _____ Administrative Matters _____

Public Hearing Date _____ at _____

Jared Mead
Committee Chair

EXHIBIT 3.2.002

Administrative Session Meeting – 08/29/23

[Minutes](#) and [Video](#)

From: Countryman, Ryan
Sent: Tuesday, September 19, 2023 2:38 PM
To: Campfield, Lisa
Subject: FW: Revisions needed to the draft 4-way Interlocal Agreement re Town's annexation of Point Wells

From: Tom McCormick <tommccormick@mac.com>
Sent: Tuesday, September 19, 2023 10:55 AM
To: Dunn, Megan <Megan.Dunn@co.snohomish.wa.us>; Low, Sam <Sam.Low@co.snohomish.wa.us>; Mead, Jared <Jared.Mead@co.snohomish.wa.us>; Nehring, Nate <nate.nehring@co.snohomish.wa.us>; Peterson, Strom <Strom.Peterson@co.snohomish.wa.us>
Cc: McCrary, Michael <Michael.McCrary@co.snohomish.wa.us>; Dobesh, Michael <Michael.Dobesh@snoco.org>; Canola, Eileen <Eileen.Canola@co.snohomish.wa.us>; Strandberg, Terri <terri.strandberg@co.snohomish.wa.us>; Barnett, Tom <Tom.Barnett@co.snohomish.wa.us>; Countryman, Ryan <Ryan.Countryman@co.snohomish.wa.us>; Otten, Matthew <Matthew.Otten@co.snohomish.wa.us>
Subject: Revisions needed to the draft 4-way Interlocal Agreement re Town's annexation of Point Wells



CAUTION. This email originated from outside of this organization. Please exercise caution with links and attachments.

To: Snohomish County Councilmembers

[Please enter this email as a public comment for the upcoming public hearing on the draft 4-way Interlocal Agreement re Town's annexation of Point Wells.]

[Please note that I have sent a similar version of this email to councilmembers for the Town of Woodway and the City of Shoreline.]

I Introduction.

With respect to at least two environmentally crucial matters, the draft 4-way Interlocal Agreement (ILA), prepared by staff of the Town of Woodway, Snohomish County, the City of Shoreline, and Olympic View Water and Sewer District, is deficient, and should be amended before it is adopted.

The draft 4-way ILA offers less environmental protection than we now have with Point Wells being a part of unincorporated Snohomish County.

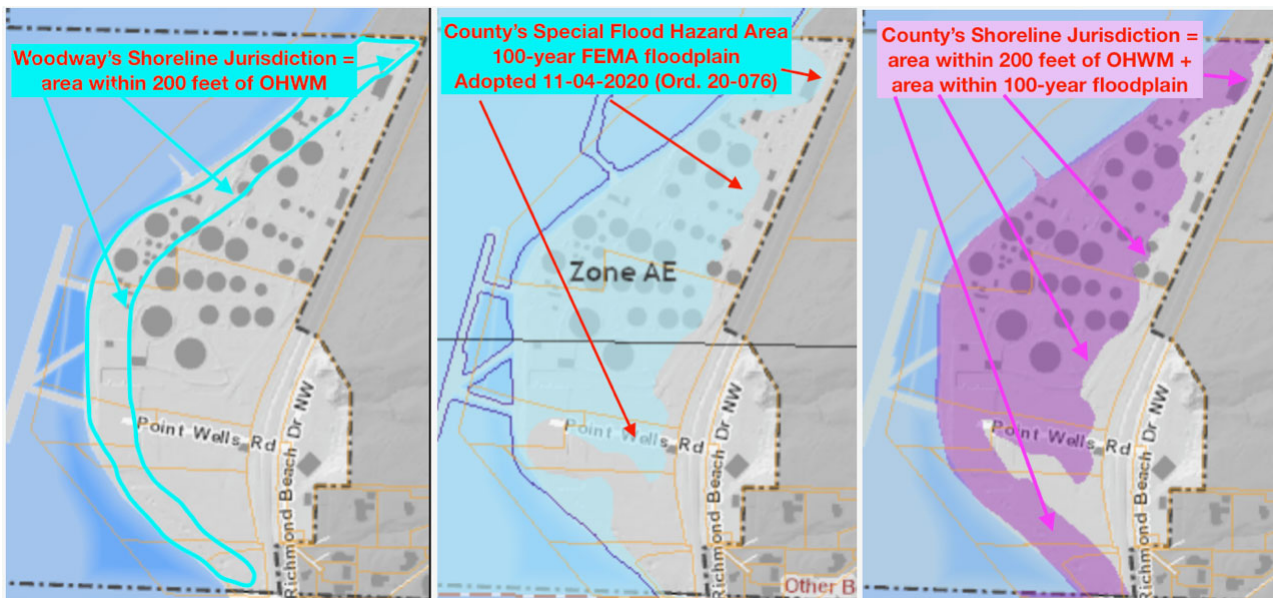
This email focuses on one of two environmentally crucial matters: After annexation, the Town's Shoreline Master Program (SMP) will protect less land area at Point Wells than is currently protected by the County's SMP.

In a later email, I will address the other matter: After annexation, what rules will the Town follow to determine whether BSRE's (and/or the oil company's) nonconforming use rights to conduct commercial oil operations at Point Wells have expired, thereby prohibiting resumption of such operations, and the extent to which the draft 4-way ILA should spell out the rules that the Town will follow.

II. The Town's SMP protects only a 200-foot strip of land, while the County's SMP protects a much larger area.

The Town currently extends the protections of its Shoreline Master Program (SMP) to the minimal area required to be protected by state law—the area that is 200 feet landward of the ordinary high water mark (OHWM). In contrast, the County extends the protections of its SMP not just to the area that is 200 feet landward of the OHWM, but also to the entire 100-year floodplain.

The images below depict the “shoreline jurisdiction” protected by the Town's SMP (far left image), as compared to the County's “shoreline jurisdiction” protected by the County's SMP (far right image; a marked-up snippet from the Shoreline Management Program layer of the County's online PDS Map Portal). [NOTE: The Town's shoreline jurisdiction is defined in its SMP at section 3.1. The County's shoreline jurisdiction is defined by the following combined code provisions: SCC 30.91S.193; 30.91S.181(2); 30.91F.415; 30.65.040(1) as amended by Ordinance 20-076 (Nov. 4, 2020)(adopting revised FEMA 100-year floodplain); and 30.67.220.]



If the Town were allowed to annex Point Wells without first being required to expand its shoreline jurisdiction to encompass the 100-year floodplain, our environment will suffer by having only a small 200-foot strip of Point Wells protected by the Town's SMP. We would have less environmental protection than we now have with Point Wells being a part of unincorporated Snohomish County.

As one of many consequences, consider the possibility of new industrial uses at Point Wells—uses that do not conform to the Urban Village vision that all parties have endorsed, with open spaces and public beach access.

The Town's SMP prohibits industrial uses in its shoreline jurisdiction, but that prohibition does not mean much. It only applies to the strip of land 200 feet landward of the OHWM. However, if the draft 4-way ILA is amended to require the Town to amend its definition of “shoreline jurisdiction” to match the County's definition, then the prohibition on industrial uses would become meaningfully protective of the environment and the public's interests—industrial uses would be prohibited on virtually the entire area west of the BNSF tracks. [NOTE: I singled out industrial uses for a reason. They are already on the Town's radar. See this text that is currently in the draft 4-way ILA: "After the effective date of an annexation of Point Wells, when processing an amendment to its comprehensive plan or development regulations applicable to Point Wells, including a change in zoning to *allow industrial uses at Point Wells*, the annexing City shall" (emphasis added.)]

Please do not vote on the draft 4-way ILA at this time. It needs to be amended first.

III. Action needed.

Please direct staff to amend the draft 4-way ILA to require the Town, after annexation, to amend its definition of "shoreline jurisdiction" to match the County's definition. [NOTE: The Town is already required to make other post-annexation amendments. See draft 4-way ILA Section 4.3, which provides (regarding flood hazards) that, "After annexation, the Town's Comprehensive Plan and development regulations that apply within the floodplain, as defined in Chapter 30.65 Snohomish County Code (SCC), will provide equal or greater restrictions on development as those provided by the County flood hazard regulations in Chapter 30.65 SCC."]

Once the draft 4-way ILA is amended, it can be brought back for a vote. We need to do this, even if new public hearings are needed. We must protect our environment.

After annexation, we should not settle for less environmental protection than we now have with Point Wells being a part of unincorporated Snohomish County.

Thank you.

Tom McCormick