

Second Amended

NOTICE OF INTENTION COVER SHEET Snohomish County Boundary Review Board (BRB)

As required by Chapter [36.93 RCW](#), a Notice of Intention (NOI) is hereby submitted for the:

Merger or Consolidation of Special Purpose Districts

Name of Proposal: North Lake Annexation

WA State statute under which proceedings were initiated: RCW 35A.14.296

Type of Proposal

Proposal method (check appropriate method):

☐ Petition Method:

☐ Election Method:

= Number of qualified electors in area to be annexed or formed

= Percentage of above figure represented by signers

☒ Interlocal Agreement (ILA) – Effective date of ILA September 30, 2025

Is assumption of existing indebtedness to be required? Yes

The following items are labeled and attached to this cover sheet:

☒ Exhibit A: Explanation of the proposal

☒ Exhibit B: Legal Description of Proposed Area certified by a licensed engineer or land surveyor

☒ Exhibit C: Perimeter of proposed area and vicinity indicated on a Snohomish County Assessor's Map

☒ Exhibit D: Certified copy of Resolution authorizing the submission of an NOI

☒ Exhibit E: Documentation of the Process, including:

☐ Signed Petitions (*if applicable*) and Certificate of Sufficiency from Assessor's Office

☒ Affidavit of Publication of Public Hearing Notice

☒ Certified copy of Minutes of public hearing

☒ Certified copy of Resolution directing the filing of an NOI

☒ Exhibit F: Response to Factors and Objectives to be considered by the BRB (RCW [36.93.170](#) and [.180](#))

☒ Exhibit G: Corresponding Annexation Interlocal Agreement(s) (*if applicable*)

☐ Exhibit H: SEPA Checklist and Determination or Environmental Impact Statement (*if applicable*)

Population and Land

Number of Residences in Area	122
Current Population of Area	343

Acreage	240
Square Miles	0.377
Assessed Valuation	\$85,053,300

Service Providers

	<u>Current Provider</u>	<u>Proposed Provider</u>
Sewer	On-site septic systems	City of Snohomish
Water	Small water associations (see attached)	City of Snohomish
Roads	Snohomish County PW	City of Snohomish
Fire District	Snohomish County Fire District #4	no change
Police	Snohomish County Sheriff	Sheriff contract to City of Snohomish
Other		

Notifications

The following entities and persons should receive correspondence from the BRB regarding this proposal (check all that apply and complete contact information):

	Jurisdiction or Entity	Contact Person	E-Mail Address
☒	Initiator / Proponent	Brooke Eidem, City of Snohomish	eidem@snohomishwa.gov
☐	Attorney for Initiator		
☐	Consultant for Initiator		
☒	Fire District	Chief Don Waller	donw@snohomishfire.org
☒	Hospital District	Snohomish Public Hospital District No. 1	mgray@evergreenhealthmonroe.com
☒	School District	Kent Kultgen	kent.kultgen@sno.wednet.edu
☒	Sewer District	Tim Jackson, City of Snohomish	jackson@snohomishwa.gov
☒	Utilities	Mary Wicklund	mewicklund@snopud.com
☒	Other	Eileen Canola, SnoCo PDS	eileen.canola@snoco.org
☒	Other	Chris Huyboom, Assessor	christoff.huyboom@co.snohomish.wa.us
☐	Other		

I certify that the above information and attachments contained in this Notice of Intention Packet are true and accurate, and that I am an official or employee of the jurisdiction seeking the action contained in this submittal.

Dated: 10/10/2025 Printed Name & Title: Brooke Eidem, Planning & Development Services Director

Phone Number: 425-328-6451 Signature: 

E-Mail Address: eidem@snohomishwa.gov

Mailing Address: 116 Union Avenue, Snohomish, WA 98290

The North Lake Annexation area has three small water systems within its boundary that do not meet the definition of special purpose districts per RCW 36.93.020:

Blackmans Lake Water District, Group A ID# 072500

Contact: Alyssa Aggarwal - 425-359-8120, billing.blackmanslakewd@gmail.com

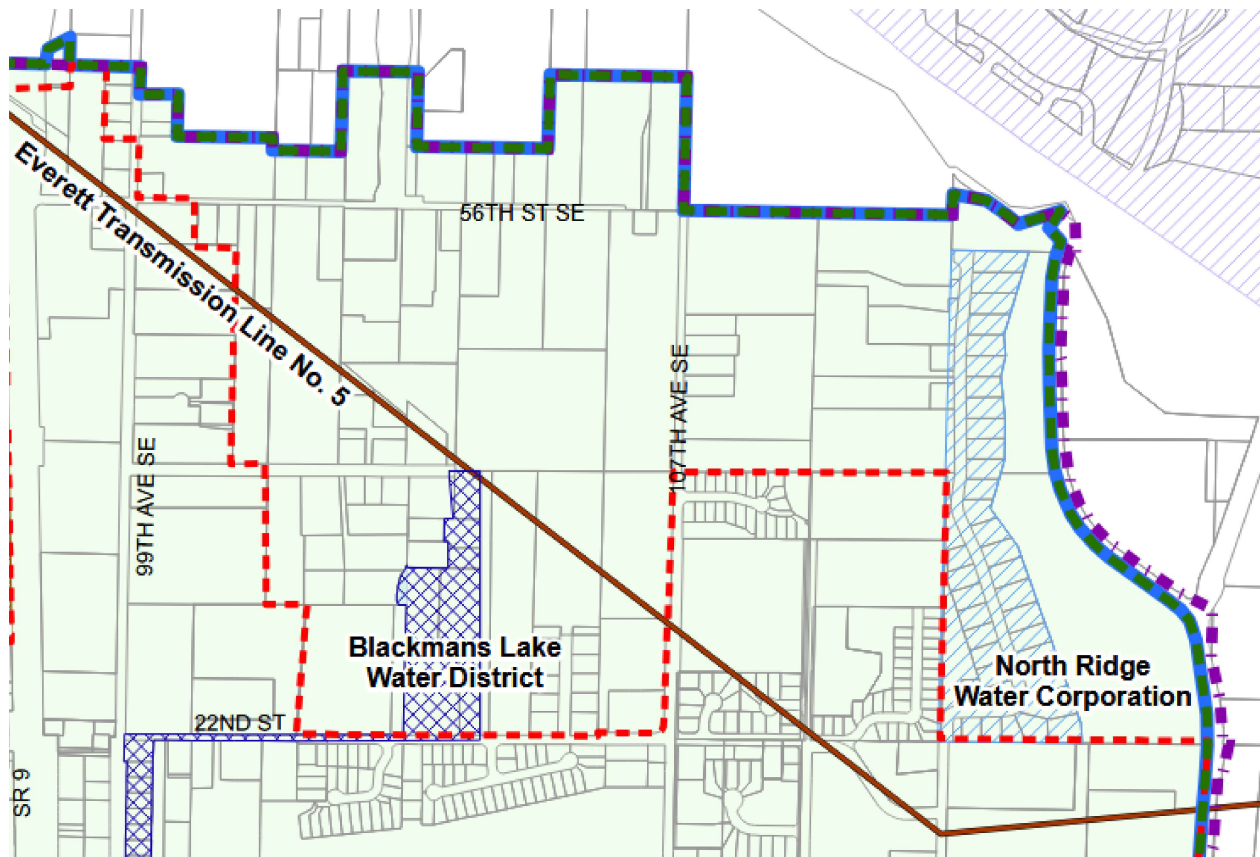
Lake View Water District, Group B ID# 45370M

Contact: Robert Heirman - 360-568-4083, heirman@comcast.net

North Ridge Water Corporation, Group A ID# 61100C

Contact: Chris Gott - 425-508-3295, firstchoiceservice@gmail.com

Information accessed from <https://fortress.wa.gov/doh/eh/portal/odw/si/findwatersystem.aspx>



Service Area and Adjacent Systems map

2020 City of Snohomish Water System Comprehensive Plan (RH2 Engineering)

NOTICE OF INTENTION CONTENTS	
Section I	Notice of Intention Cover Sheet and Form <i>Included</i>
Section II	Background and Maps <i>Included, with Exhibits A, B, C, D</i>
Section III	Petition/Certification <i>Not Applicable to this annexation, as it is proposed as an interlocal agreement authorized by RCW 35A.14.296</i>
Section IV	Environmental (SEPA) <i>Not applicable, as RCW 43.21C.222 exempts annexations from SEPA review</i>
Section V	Factors the Board Must Consider <i>Included</i>
Section VI	General <i>Included with Section V</i>
Section VII	Objectives <i>Included with Section V</i>
Section VIII	Filing Fee \$50.00 <i>Included</i>



North Lake Annexation

Exhibit A: Description

This application is for an approximately 240-acre annexation using the interlocal agreement method pursuant to RCW 35A.14.296 for properties and right-of-way located in the City of Snohomish Urban Growth Area (UGA). This annexation is the result of many years of community engagement and a process of negotiation between the City of Snohomish and Snohomish County for annexation in alignment with the Growth Management Act and the City's adopted Comprehensive Plan policies.

The North Lake Annexation area is generally north of 22nd Street to the UGA boundary on the east side of SR-9. It encompasses the entirety of the contiguous UGA in this area. It is currently characterized by large-lot single family homes with on-site septic systems and partially used land. In 2021, the City Council established the North Lake Subarea and began a land use and market analysis, a process that continued into 2024 with community engagement as part of the Comprehensive Plan Periodic Update. Area residents expressed interest in growth and ultimately being annexed to the City. Nearly half the area was rezoned for higher density housing as a result. The recent construction of the North Sewer Trunkline, an 18" diameter sanitary sewer conveyance to the City's wastewater treatment plant, was a \$4 million project completed by the City of Snohomish in support of this area and provides the necessary capacity for future growth.

During negotiations with Snohomish County to establish the interlocal agreement, there was significant analysis of the area to ensure the City has sufficient capacity to provide municipal services, and that residents will receive improved services as a result of being annexed to Snohomish. City staff believe the annexation will serve the public and is the best outcome for annexed properties.

The attached Interlocal Agreement illustrates the level of analysis and cooperation between the City and the County that has already occurred.

LEGAL DESCRIPTION

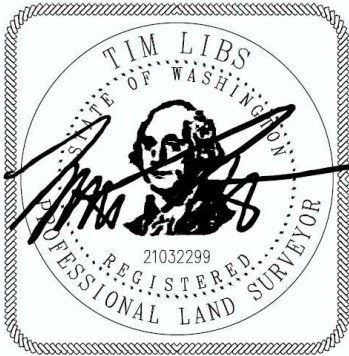
A PORTION OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 28 NORTH, RANGE 5 EAST AND THE NORTHEAST QUARTER, NORTHWEST QUARTER, SOUTHEAST QUARTER AND SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 28 NORTH, RANGE 6 EAST AND THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 28 NORTH, RANGE 6 EAST WILLAMETTE MERIDIAN, SNOHOMISH COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE EAST 150 FEET OF THE SOUTH HALF OF THE EAST HALF OF THE EAST HALF OF GOVERNMENT LOT 1 OF SAID SECTION 1 BEING A POINT ON THE EXISTING CITY LIMITS OF SNOHOMISH, CITY OF SNOHOMISH ORDINANCE NUMBER 2052; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF GOVERNMENT LOT 1 OF SAID NORTHEAST QUARTER SECTION 1, TO THE EAST MARGIN OF 99TH AVE SE (LAKE ST); THENCE SOUTH ALONG THE EAST MARGIN OF 99TH AVE SE (LAKE ST) TO THE NORTH LINE OF SNOHOMISH COUNTY SHORT PLAT 148 (3-78), AUDITORS FILE NUMBER 7804280348; THENCE EAST ALONG SAID NORTH LINE OF SAID SHORT PLAT 148 (3-78) TO THE EAST LINE OF SAID SHORT PLAT 148 (3-78); THENCE SOUTH ALONG THE EAST LINE OF SAID SHORT PLAT 148 (3-78) TO NORTH LINE OF THE SOUTH FIVE ACRES OF THE WEST HALF OF GOVERNMENT LOT 4 OF SAID NORTHWEST QUARTER SECTION 6; THENCE EAST ALONG THE NORTH LINE OF SAID SOUTH 5 ACRES TO THE EAST LINE OF SAID WEST HALF GOVERNMENT LOT 4; THENCE SOUTH ALONG THE EAST LINE OF THE SOUTH HALF OF THE WEST HALF OF SAID GOVERNMENT LOT 4 TO THE SOUTH LINE OF THE NORTH 396 FEET OF SAID GOVERNMENT LOT 4; THENCE EAST ALONG THE SOUTH LINE OF SAID NORTH 396 FEET TO THE EAST LINE OF THE WEST HALF OF THE EAST HALF OF SAID GOVERNMENT LOT 4; THENCE NORTH ALONG THE EAST LINE OF THE WEST HALF OF THE EAST HALF OF SAID GOVERNMENT LOT 4 TO THE NORTH LINE OF THE SOUTH HALF OF SAID GOVERNMENT LOT 4; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF SAID GOVERNMENT LOT 4 TO THE WEST LINE OF GOVERNMENT LOT 3 OF SAID NORTHWEST QUARTER SECTION 6; THENCE SOUTH ALONG THE WEST LINE OF SAID GOVERNMENT LOT 3 TO THE NORTH LINE OF THE SOUTH 284 FEET OF SAID GOVERNMENT LOT 3; THENCE EAST ALONG THE NORTH LINE OF SAID SOUTH 284 FEET TO THE EAST LINE OF THE WEST HALF OF SAID GOVERNMENT LOT 3; THENCE NORTH ALONG THE EAST LINE OF THE WEST HALF OF SAID GOVERNMENT LOT 3 TO THE NORTH LINE OF THE SOUTH HALF OF SAID GOVERNMENT LOT 3; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF SAID GOVERNMENT LOT 3 TO THE EAST LINE OF SAID GOVERNMENT LOT 3; THENCE SOUTH ALONG THE EAST LINE OF SAID GOVERNMENT LOT 3 TO THE SOUTHEAST CORNER OF SAID GOVERNMENT LOT 3; THENCE EAST ALONG THE SOUTH LINE OF GOVERNMENT LOT 2 OF SAID NORTHEAST QUARTER OF SECTION 6 TO THE SOUTHEAST CORNER OF SAID GOVERNMENT LOT 2; THENCE NORTH ALONG THE EAST LINE OF SAID GOVERNMENT LOT 2 TO THE NORTHWEST CORNER OF EXHIBIT "D" OF BOUNDARY LINE ADJUSTMENT NUMBER 119-84 AUDITOR FILE NUMBER 8410300330; THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID EXHIBIT "D" TO A POINT OPPOSITE OF HIGHWAY ENGINEER'S STATION (HEREINAFTER REFERRED TO AS HES) LM 322+00 ON THE LM LINE SURVEY OF SR 2, FOBES HILL TO WESTWICK ROAD AND 180 FEET SOUTHWESTERLY THEREFROM;

LEGAL DESCRIPTION

THENCE SOUTHEASTERLY TO A POINT OPPOSITE HES LM 323+00 ON SAID SURVEY LINE AND 180 FEET SOUTHWESTERLY THEREFROM;
THENCE SOUTHERLY TO A POINT OPPOSITE HES LM 324+00 ON SAID SURVEY LINE AND 320 FEET WESTERLY THEREFROM TO THE NORTHEASTERLY LINE OF BOUNDARY LINE ADJUSTMENT 12-110745 AUDITOR FILE NUMBER 201311150461;
THENCE NORTHWESTERLY TO THE EASTERLY MARGIN OF OLD MACHIAS ROAD;
THENCE SOUTHERLY ALONG THE WESTERLY LINE OF BOUNDARY LINE ADJUSTMENT 12-110745 TO A POINT 76.70 FEET, MORE OR LESS, WESTERLY OF AND PERPENDICULAR TO MR STATION 11+50 OF SNOHOMISH COUNTY ENGINEER'S SURVEY #2464, SNOHOMISH-MACHIAS ROAD REVISION RIGHT OF WAY PLAN DATED JULY 1981;
THENCE SOUTHEASTERLY TO THE EASTERLY MARGIN OF SNOHOMISH-MACHIAS ROAD TO A POINT THAT IS 30.00 FEET RIGHT OF MR STATION 11+00 OF SAID SURVEY #2464;
THENCE SOUTHERLY ALONG THE SAID EASTERLY MARGIN OF SNOHOMISH-MACHIAS ROAD TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 5;
THENCE WEST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 5 TO THE EAST LINE OF SAID SECTION 6;
THENCE WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 6 TO A POINT ON THE WESTERLY MARGIN OF SNOHOMISH-MACHIAS ROAD, BEING A POINT ON THE EXISTING CITY LIMITS OF SNOHOMISH, CITY OF SNOHOMISH ORDINANCE NUMBER 1710;
THENCE WESTERLY, NORTHERLY, SOUTHERLY AND EASTERLY ALONG THE EXISTING CITY LIMITS OF SNOHOMISH, ORDINANCE NUMBERS 1710, 1853, AND 2052 TO THE POINT OF BEGINNING.

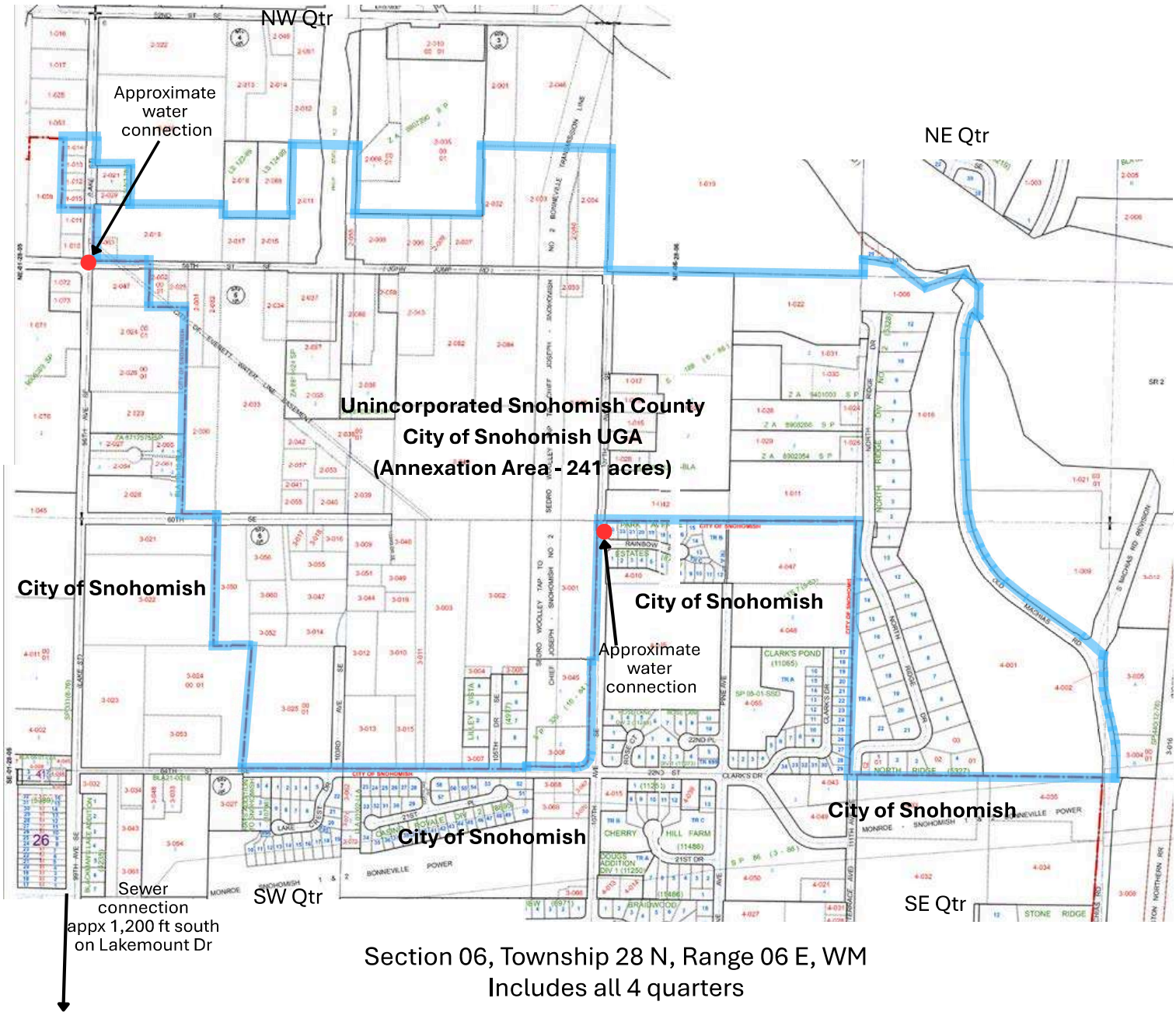
SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.



SECTION II EXHIBIT C: MAPS	
A.	Snohomish County Assessor's Tax Parcel Map <i>Section 6, Township 28 N, Range 6 E (Quarters NW, NE, SW, SE)</i>
B.	Vicinity Map <i>Physical features, City of Snohomish</i>
C.	Utility Services <i>Nearest utility mains, City of Snohomish</i>
D.	Fire Districts <i>Snohomish County PDS</i>
E.	School Districts <i>Snohomish County PDS</i>
F.	Water & Sewer Districts <i>Snohomish County PDS</i>
G.	City Future Land Use <i>City of Snohomish, 2024</i>
H.	City Zoning <i>City of Snohomish, 2024</i>

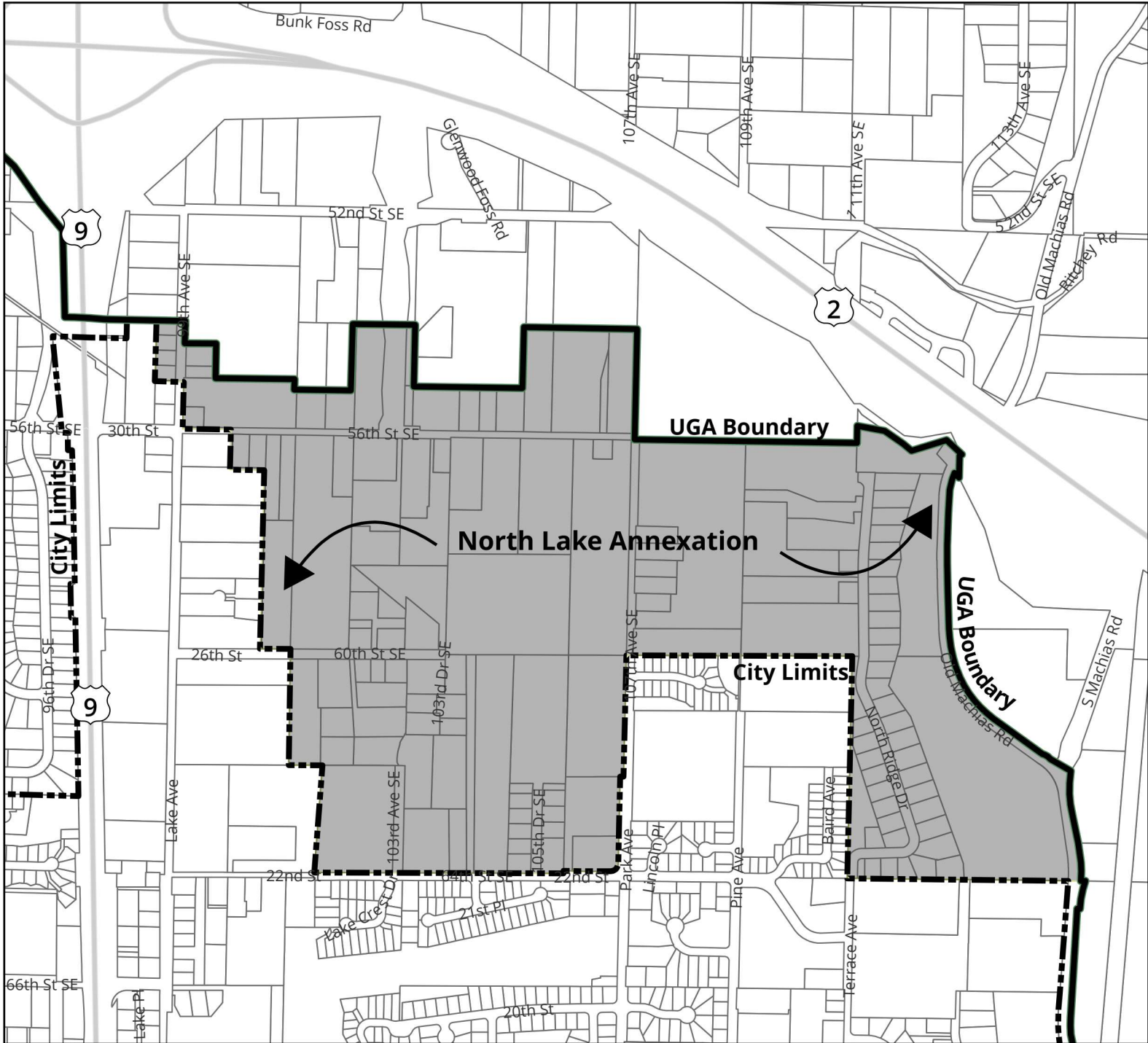
Snohomish County Assessors Map

North Lake Annexation



116 Union Ave
Snohomish, WA 98290

North Lake Annexation



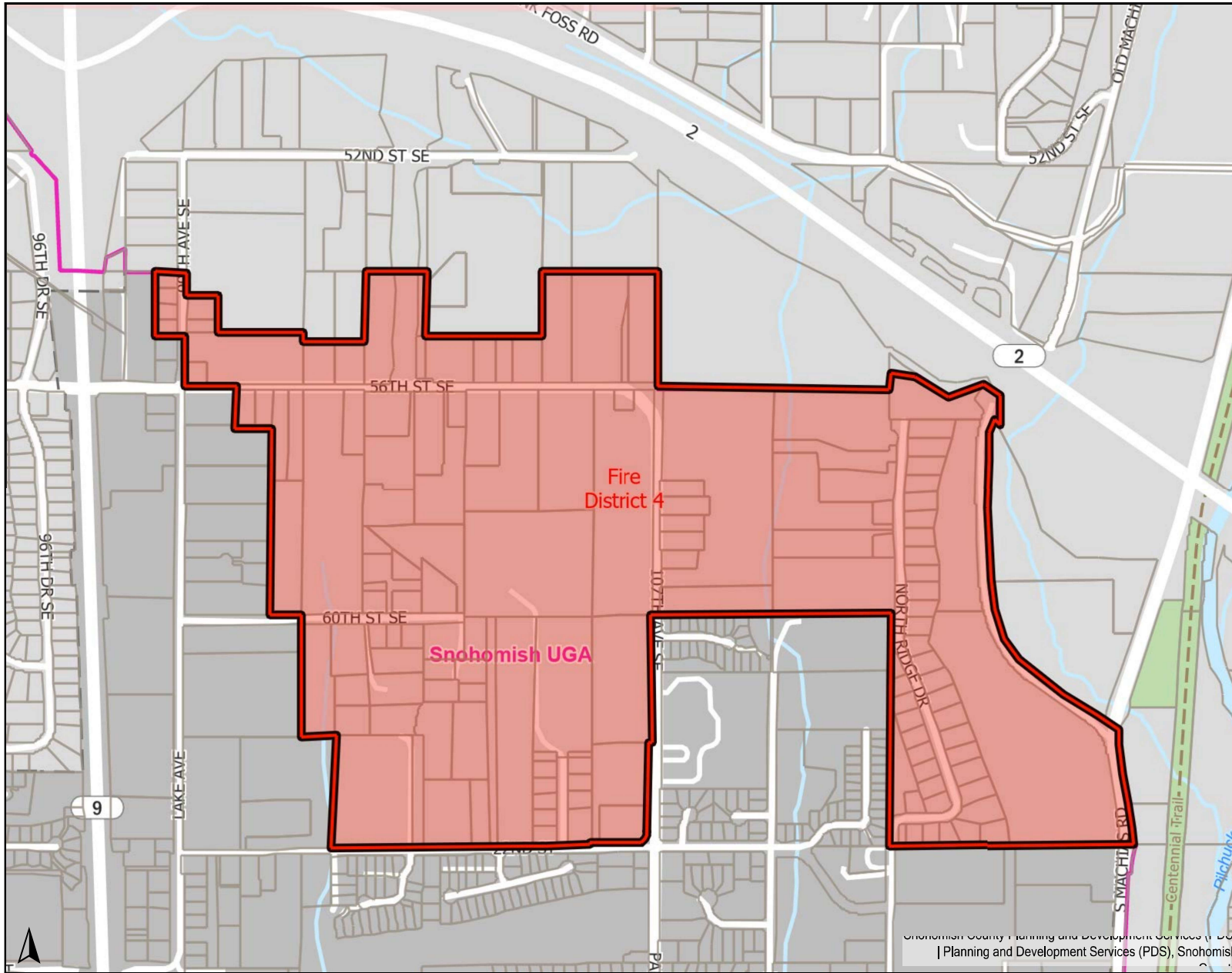
240 acres





Fire Districts

Map Generated On: 07/31/2025



Legend

- Administrative Districts
- Fire Protection Districts
 - Fire Protection District
- Cadastral
 - Parcels
- Urban Growth Areas
 - Municipal Urban Growth Area
 - Urban Growth Area

0 500 1000
ft

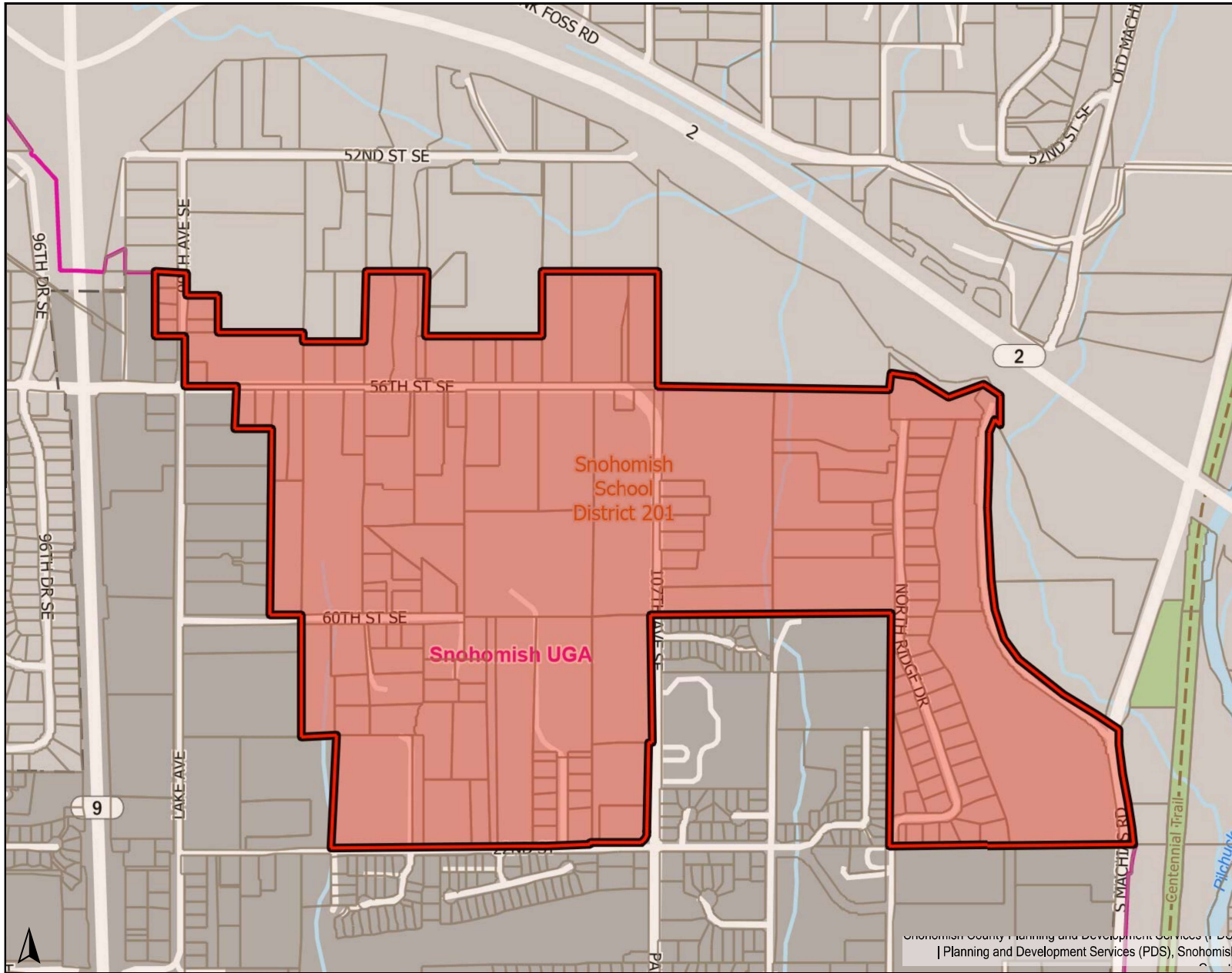
Scale 1 : 15000

All maps, data, and information set forth herein ("Data"), are for illustrative purposes only and are not to be considered an official citation to, or representation of, the Snohomish County Code. Amendments and updates to the Data, together with other applicable County Code provisions, may apply which are not depicted herein. Snohomish County makes no representation or warranty concerning the content, accuracy, currency, completeness or quality of the Data contained herein and expressly disclaims any warranty of merchantability or fitness for any particular purpose. All persons accessing or otherwise using this Data assume all responsibility for use thereof and agree to hold Snohomish County harmless from and against any damages, loss, claim or liability arising out of any error, defect or omission contained within said Data.



School Districts

Map Generated On: 07/31/2025



Legend

Administrative Districts

School Districts



Cadastral

Parcels



Urban Growth Areas

Municipal Urban Growth Area



Urban Growth Area



0 500 1000
ft

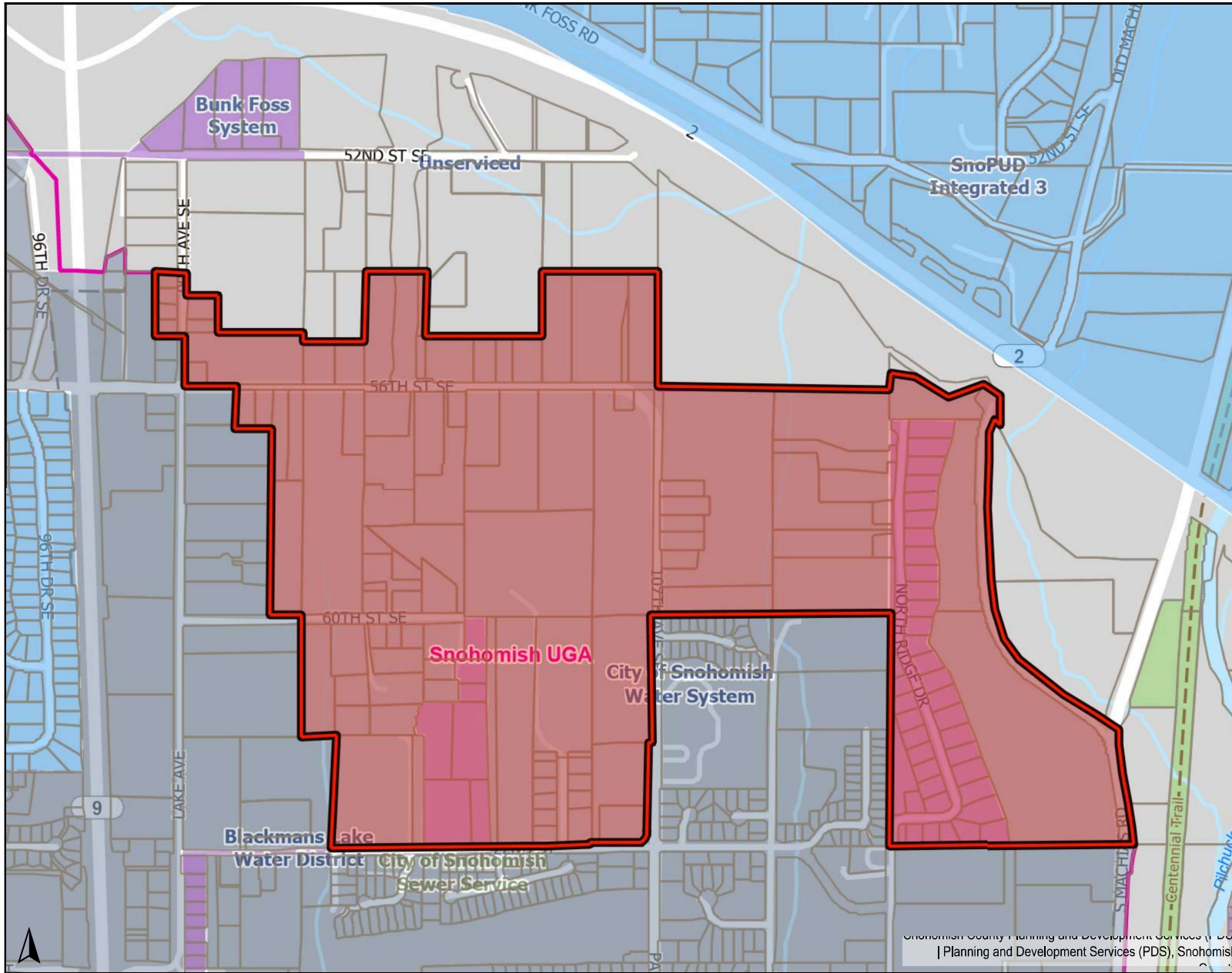
Scale 1 : 15000

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Water and Sewer Districts

Map Generated On: 07/31/2025



Legend

Cadastral

Parcels



Urban Growth Areas

Municipal Urban Growth Area



Urban Growth Area



Utility Districts

Water Districts

County

Federal

Investor

Municipal

Private/Association

Private/Association

Special Purpose

District

State

Tribal

Unknown

Sewer Districts

164TH Street Artesian Well

Alderwood Water and Wastewater District

City of Arlington Sewer Service

City of Bothell Sewer Service

City of Edmonds Sewer Service

City of Everett Sewer Service

City of Granite Falls

0 500 1000
ft

Scale 1 : 15000

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EXHIBIT C

North Lake Annexation Comprehensive Plan Designations

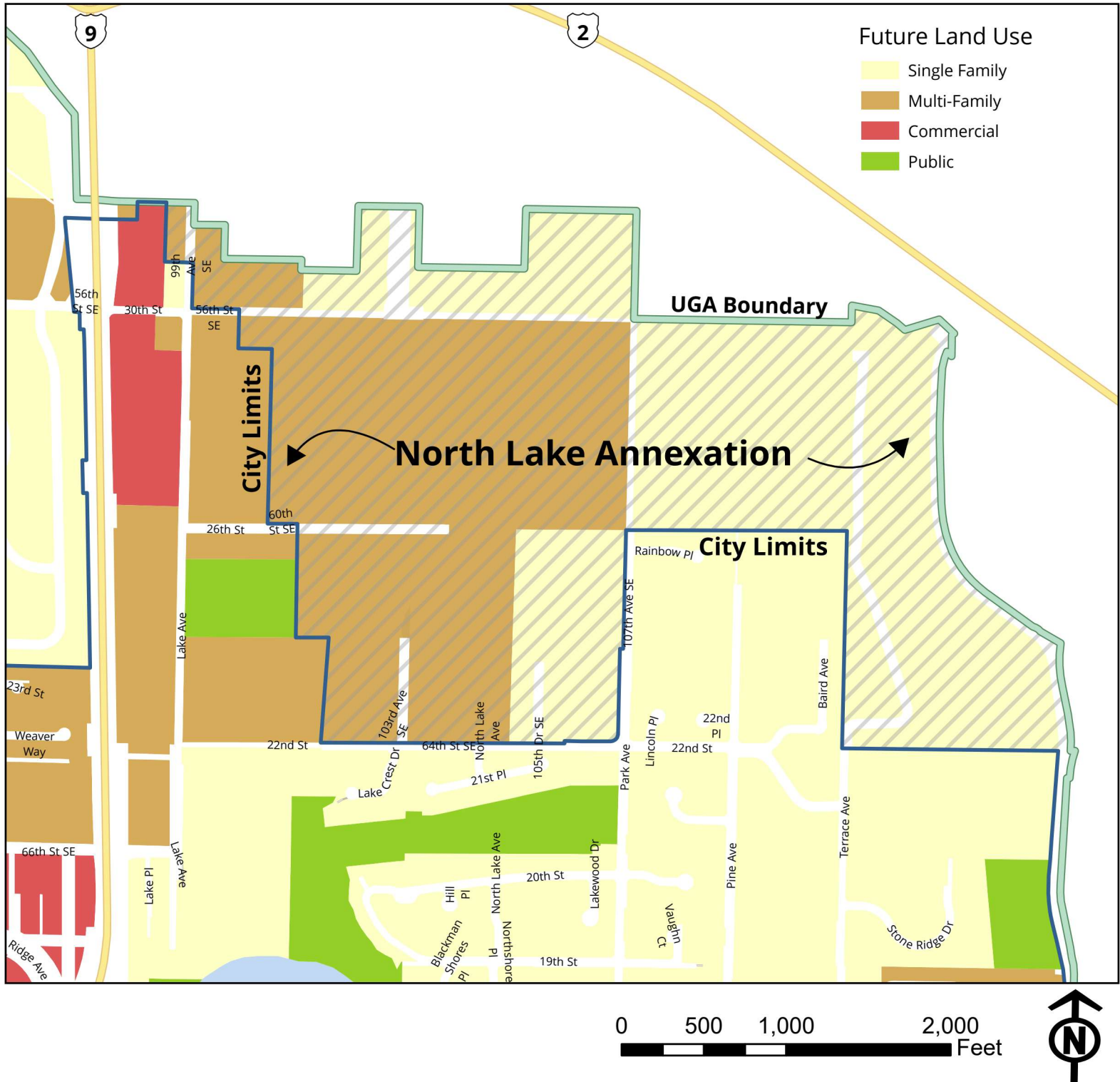


EXHIBIT D

North Lake Annexation Zoning Designations

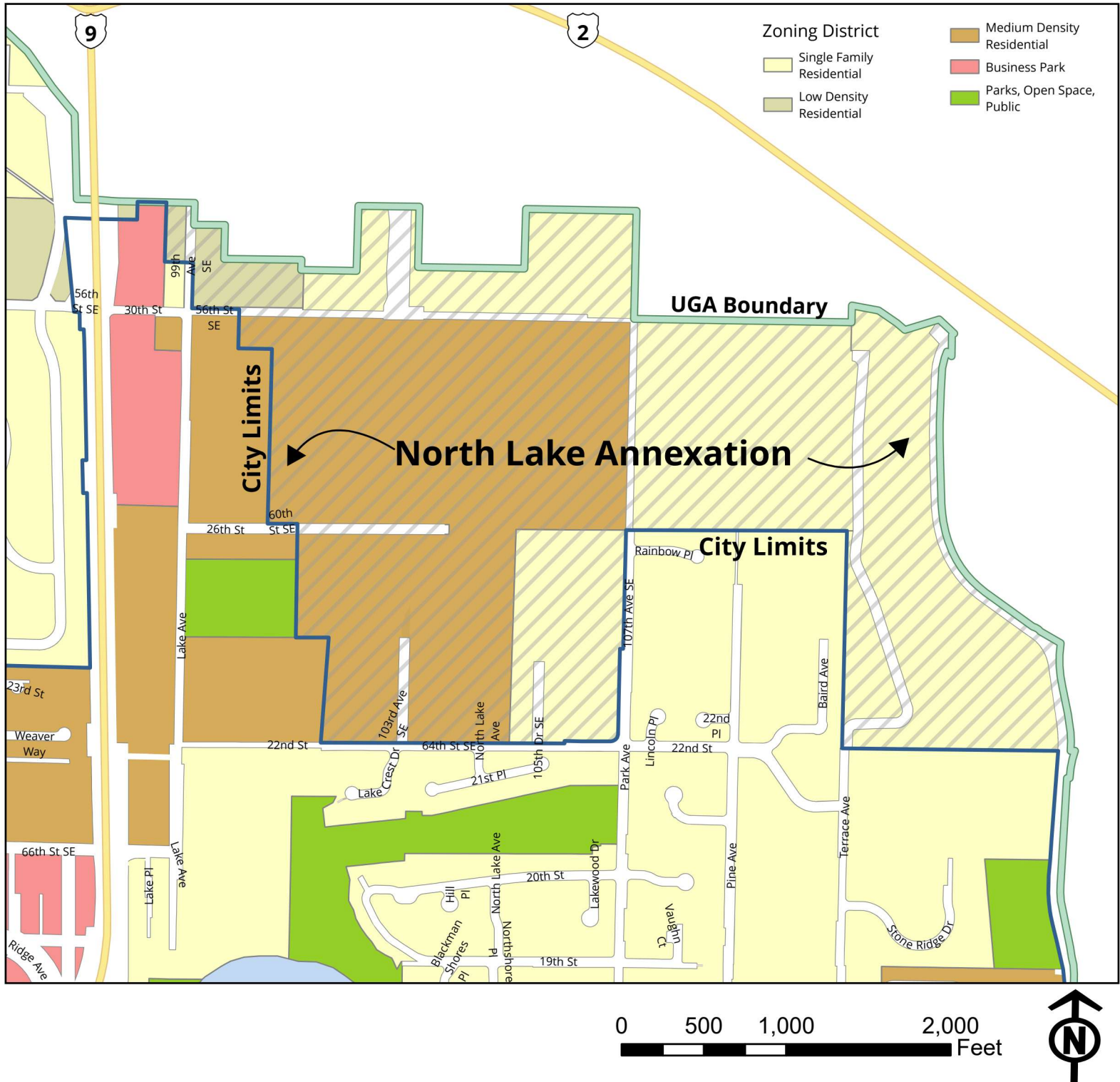


EXHIBIT D: RESOLUTION

Certified copy of Resolution authorizing the submission of an NOI

Resolution 1490, passed 8/19/2025

**CITY OF SNOHOMISH
Snohomish, Washington**

RESOLUTION 1490

A RESOLUTION OF THE CITY OF SNOHOMISH CITY COUNCIL FORMALLY EXPRESSING ITS INTENT, PURSUANT TO RCW 35A.14.296, TO ANNEX TERRITORY LOCATED ADJACENT TO THE CURRENT CITY LIMITS AND WITHIN ITS MUNICIPAL URBAN GROWTH AREA BOUNDARY, AND DIRECTING THAT A NOTICE OF INTENT BE FILED WITH THE WASHINGTON STATE BOUNDARY REVIEW BOARD FOR SNOHOMISH COUNTY.

WHEREAS, the City Council for the City of Snohomish ("City") and Snohomish County ("County") are required to plan under RCW 36.70A, the State of Washington Growth Management Act (GMA), for growth within unincorporated areas of the County designated for urban growth and future annexation; and

WHEREAS, the Comprehensive Plans for both the City and the County reflect this planning through the designation of an urban unincorporated area as the City of Snohomish Urban Growth Area (UGA); and

WHEREAS, the City has planned for future growth within its UGA through the 2024 Comprehensive Plan, which has been approved by the Washington State Department of Commerce as compliant with the GMA and by the Puget Sound Regional Council as consistent with the region's growth and transportation strategy; and

WHEREAS, the City has previously adopted pre-annexation zoning for its UGA in Title 14 SMC, which will be applicable upon annexation; and

WHEREAS, the North Lake area identified in Exhibits A and B is within the City of Snohomish Urban Growth Area (UGA); and

WHEREAS, the City and County have negotiated the terms of an interlocal agreement entitled Interlocal Agreement Between the City of Snohomish and Snohomish County Concerning Annexation and the Orderly Transition of Services for the North Lake Annexation Area Within the Snohomish Urban Growth Area Pursuant to RCW 35A.14.296 (the "Agreement"), to implement the annexation of territory described in the Agreement and depicted in Exhibit A and legally described in Exhibit B ("Annexation Area"), and incorporated by this reference as if set forth in full; and

WHEREAS, the City's Municipal Code Chapter 14.210 SMC and the Agreement ensure that, for a period of five years after annexation, any parcel zoned for residential development within the annexation area shall maintain a zoning designation that provides for residential

development and shall not have its minimum gross residential density reduced below the density allowed by the zoning designation for that parcel prior to annexation; and

WHEREAS, the City provided notice of a public hearing on the Agreement on July 19, July 26, August 2, and August 9, and posted notice of the hearing on the City website, as required by RCW 35A.14.296(3); and

WHEREAS, on August 19, 2025, the City Council held a public hearing on the Agreement, duly considered public testimony, and authorized the Mayor to execute the Agreement; and

WHEREAS, the City Council desires to submit to the Washington State Boundary Review Board for Snohomish County (the "Board") a notice of intent to annex the Annexation Area upon execution of the Agreement by the City and the County.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SNOHOMISH AS FOLLOWS:

Section 1. The City Council hereby adopts the foregoing recitals as findings of fact and conclusions as if set forth in full herein.

Section 2. The City Council finds that annexation by the City of the Annexation Area best serves the health, welfare, and safety of the residents of the City, and it will encourage the most appropriate use of land within the Annexation Area, secure safety from fire, promote coordinated development, encourage the integration of any new development within the Annexation Area with the neighboring community, help facilitate conservation and restoration of natural beauty and other natural resources, and facilitate the adequate and coordinated provision of transportation, water, sewerage and other public uses.

Section 3. The City Council finds that City utilities, police, fire and other services are sufficient to service the Annexation Area.

Section 4. The City Council finds that the proposed annexation is consistent with the Washington State Growth Management Act.

Section 5. The City Council hereby declares its intent to annex the Annexation Area pursuant to the Agreement adopted under RCW 35A.14.296.

Section 6. Under the authority of RCW 35A.14.330, upon annexation, the City's previously adopted pre-annexation zoning, contained in Title 14 of the Snohomish Municipal Code will apply to the Annexation Area.

Section 7. The City Council hereby directs the Mayor to file a Notice of Intent to Annex the Annexation Area upon execution of the Agreement, along with any other necessary documents, with the Board and any other necessary party in accordance with the laws of the

State of Washington and the rules of the Board. Following the expiration of the time for the exercise of the Board's jurisdiction or Board action approving the annexation, the Mayor is directed to bring this matter back to the City Council for further action consistent with RCW 35A.14.296.

Section 8. The City Clerk is authorized to make any necessary corrections to this resolution and its exhibits, including but not limited to, the correction of scrivener's or clerical errors, references, resolution numbering, section/subsection numbers, and any references thereto.

Section 9. If any portion of this resolution is found or rendered invalid or ineffective, all remaining provisions shall remain in full force and effect. Any act consistent with this Resolution and prior to the effective date of this Resolution is hereby ratified and affirmed.

Section 10. This Resolution shall be effective immediately upon passage by the City Council and signed by the Mayor.

PASSED by the City Council and **APPROVED** by the Mayor this 19th day of August, 2025.

CITY OF SNOHOMISH

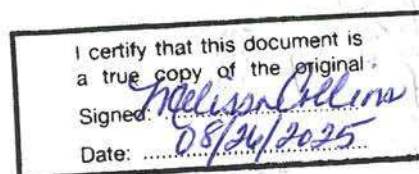
By *Linda Redmon*
Linda Redmon, Mayor

ATTEST:

APPROVED AS TO FORM:

By *Melissa Collins*
Melissa Collins, City Clerk

By *Emily Guildner*
Emily Guildner (Aug 21, 2025 12:38:16 PDT)
Emily Guildner, City Attorney



Resolution 1490 Directing Notice of Intent to Boundary Review Board

Final Audit Report

2025-08-22

Created:	2025-08-21 (Pacific Daylight Time)
By:	Melissa Collins (CityClerk@snohomishwa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAx148lnS5cFICej7BQWrlw8X_dRbUvJy

"Resolution 1490 Directing Notice of Intent to Boundary Review Board" History

-  Document created by Melissa Collins (CityClerk@snohomishwa.gov)
2025-08-21 - 12:26:26 PM PDT
-  Document emailed to emilyg@trustedguidancelaw.com for signature
2025-08-21 - 12:27:26 PM PDT
-  Email viewed by emilyg@trustedguidancelaw.com
2025-08-21 - 12:37:36 PM PDT
-  Signer emilyg@trustedguidancelaw.com entered name at signing as Emily Guildner
2025-08-21 - 12:38:14 PM PDT
-  Document e-signed by Emily Guildner (emilyg@trustedguidancelaw.com)
Signature Date: 2025-08-21 - 12:38:16 PM PDT - Time Source: server
-  Document emailed to redmon@snohomishwa.gov for signature
2025-08-21 - 12:38:18 PM PDT
-  Email viewed by redmon@snohomishwa.gov
2025-08-21 - 6:44:15 PM PDT
-  Signer redmon@snohomishwa.gov entered name at signing as Linda Redmon
2025-08-21 - 6:44:46 PM PDT
-  Document e-signed by Linda Redmon (redmon@snohomishwa.gov)
Signature Date: 2025-08-21 - 6:44:48 PM PDT - Time Source: server
-  Document emailed to m.collins@snohomishwa.gov for signature
2025-08-21 - 6:44:49 PM PDT

 Email viewed by m.collins@snohomishwa.gov

2025-08-22 - 8:47:36 AM PDT

 Signer m.collins@snohomishwa.gov entered name at signing as Melissa Collins

2025-08-22 - 9:10:53 AM PDT

 Document e-signed by Melissa Collins (m.collins@snohomishwa.gov)

Signature Date: 2025-08-22 - 9:10:55 AM PDT - Time Source: server

 Agreement completed.

2025-08-22 - 9:10:55 AM PDT

EXHIBIT E: DOCUMENTATION OF PROCESS

1.	Affidavit of Publication of Public Hearing Notice <i>Everett Daily Herald</i>
2.	Certified copy of Minutes of City Council public hearing <i>August 19, 2025 public hearing</i>
3.	Certified copy of Resolution 1489 directing the filing of an NOI <i>In addition to Resolution 1490 directing the filing of an NOI already provided above, the Snohomish City Council passed Resolution 1489 to initiate annexation on July 1, 2025</i>
4.	Confirmation from Fire District #4 <i>Chief Don Waller email regarding participation in Interlocal Agreement</i>
5.	Public Engagement Documentation • <i>Letter from Mayor Redmon to all Annexation area residents, January 23, 2025</i> • <i>Article in Winter issue of the Snohomish Quarterly magazine (enclosed with 1/23/25 letter)</i> • <i>Email string with Jesse Podoll of North Ridge neighborhood, following up after the North Ridge Water Corporation meeting attended by City Administrator Heather Thomas Murphy and PDS Director Brooke Eidem on April 3, 2025</i> • <i>Postcard mailed to all Annexation area residents regarding invitation to June 26, 2025 informational BBQ</i> • <i>Letter from Mayor Redmon to all Annexation area residents, July 30, 2025 – including information to access draft ILA and notice of the City Council public hearing</i> <i>Additional engagement specific to the annexation (not including the pre-2025 subareas engagement) included boothing at the Snohomish Farmers Market and Spring Open House, Annexation webpage, Annexation BBQ, several briefings at City Council meetings, Planning Commission discussions in May and June, and Planning Commission public hearing in July.</i>

Everett Daily Herald

Affidavit of Publication

State of Washington }

County of Snohomish } ss

Michael Gates being first duly sworn, upon oath deposes and says: that he/she is the legal representative of the Everett Daily Herald a daily newspaper. The said newspaper is a legal newspaper by order of the superior court in the county in which it is published and is now and has been for more than six months prior to the date of the first publication of the Notice hereinafter referred to, published in the English language continually as a daily newspaper in Snohomish County, Washington and is and always has been printed in whole or part in the Everett Daily Herald and is of general circulation in said County, and is a legal newspaper, in accordance with the Chapter 99 of the Laws of 1921, as amended by Chapter 213, Laws of 1941, and approved as a legal newspaper by order of the Superior Court of Snohomish County, State of Washington, by order dated June 16, 1941, and that the annexed is a true copy of EDH1016899 NORTH LAKE ANNEXATIO as it was published in the regular and entire issue of said paper and not as a supplement form thereof for a period of 4 issue(s), such publication commencing on 07/19/2025 and ending on 08/09/2025 and that said newspaper was regularly distributed to its subscribers during all of said period.

The amount of the fee for such publication is \$282.08.

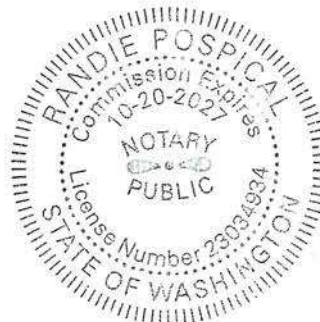
Subscribed and sworn before me on this

11th day of August,
2025

Randie Pospical

Notary Public in and for the State of
Washington.

City of Snohomish/LEGAL.ADS | 14104459



CITY OF SNOHOMISH
PUBLICATION NOTICE
INTERLOCAL AGREEMENT BETWEEN THE CITY OF
SNOHOMISH AND SNOHOMISH COUNTY

NOTICE is hereby given pursuant to RCW 35A.14.296, that the Interlocal Agreement between the City of Snohomish and Snohomish County concerning annexation of an unincorporated area of Snohomish County commonly referred to as North Lake by the City of Snohomish is available for public review at the City Clerk's Office, Snohomish City Hall, 116 Union Avenue, Snohomish, WA 98290, or on the City's website at: <https://www.snohomishwa.gov/861/North-Lake-Annexation>

City of Snohomish
NOTICE OF PUBLIC HEARING
INTERLOCAL AGREEMENT FOR ANNEXATION OF NORTH
LAKE BY THE CITY OF SNOHOMISH

NOTICE is also hereby given pursuant to RCW 35A.14.296, that the City Council of the City of Snohomish will hold a PUBLIC HEARING during a regular meeting of the City Council on Tuesday, August 19, 2025, at 6:00 p.m. at the Snohomish Carnegie, 105 Cedar Avenue, Snohomish, WA 98290. The purpose of the hearing is to receive public testimony of the Interlocal Agreement between the City of Snohomish and Snohomish County concerning an annexation of an unincorporated area of Snohomish County commonly referred to as North Lake by the City of Snohomish.

After having heard all public testimony, the Snohomish City Council will consider taking final action approving and authorizing the Mayor to execute the Interlocal Agreement. All persons interested may appear at the time and place stated above and be heard on the matter. Public testimony is being accepted in person or by submitting written comments. Written comments must be submitted at CityClerk@snohomishwa.gov no later than 4:00 p.m. PST on August 19, 2025. If for any reason this hearing cannot be completed, the Council may continue it to another date. No further notice of continued hearing is required.

The City of Snohomish will attempt to accommodate any special needs of those wishing to attend. If you require special accommodation, please contact the City Clerk a minimum of three (3) working days prior to the meeting date.
Published: July 18, 26; August 2, 9, 202

EDH1016899

City of Snohomish City Council Meeting Minutes
Tuesday, August 19, 2025

1. **CALL TO ORDER:** Mayor Linda Redmon called the Snohomish City Council Regular Meeting to order at 6:00 p.m., Tuesday, August 19, 2025. The meeting was held in hybrid format with in-person attendance at the Snohomish Carnegie, 105 Cedar Avenue, Snohomish, and remote online access via Zoom.

- a. Roll Call

City Clerk Melissa Collins called the roll with the following Councilmembers Present:

Lea Anne Burke, David Flynn, Karen Guzak, Maygen Hetherington, Judith Kuleta, Tom Merrill, and Felix Neals.

- b. Pledge of Allegiance

2. **PROCLAMATIONS, PRESENTATIONS AND RECOGNITIONS**

- a. Police Department Q1 Report & Electric Bikes – Chief of Police, Nathan Alanis

Chief of Police Nathan Alanis provided the Police Department's First Quarter report, which included activity, traffic, parking, and an update on Sergeant Scott Wells who has been selected as the new Personnel Development Division Sergeant for Snohomish County and will be leaving Snohomish Police Department; his replacement has not yet been selected. Sergeant Chris Marino has been selected as the new Administrative Sergeant for Snohomish Police Department.

Chief Alanis discussed concerns about electric bikes and scooters on trails and at the park and will continue working with the City to address those concerns.

Chief Alanis answered questions from the Council.

3. **PUBLIC COMMENTS**

Public comments were made.

4. **APPROVE AGENDA Contents and Order**

*Motion by Councilmember Guzak, second by Councilmember Neals to approve the agenda as presented. **Motion passed (7-0).***

5. **CONSENT ITEMS**

- a. APPROVE Minutes of the July 15, 2025 Regular Meeting
 - b. APPROVE Minutes of the July 29, 2025 Special Meeting
 - c. APPROVE Vouchers and ACH Transactions
 - d. APPROVE 2025 Snohomish Classic Car and Hot Rod Display Event Contract
 - e. AUTHORIZATION for Mayor to Enter into Memorandum of Agreement with Snohomish Carnegie Foundation – Donation of Picnic Tables

*Motion by Councilmember Burke, second by Council President Merrill to approve the Consent Items as presented. **Motion passed (7-0).***

6. PUBLIC HEARINGS

- a. AUTHORIZE the Mayor to sign the Interlocal Agreement with Snohomish County Related to the North Lake Annexation – PASS Resolution 1490

Mayor Redmon opened the Public Hearing.

Planning Director Brooke Eidem provided an overview of the background, purpose of the public hearing, and the proposed Interlocal Agreement (ILA) between the City of Snohomish and Snohomish County related to the North Lake Annexation.

This annexation is consistent with the Growth Management Act, Puget Sound Regional Council, and multicounty planning policies. An ILA is a required component of any annexation process.

The Snohomish County Council will hold a separate public hearing to consider the ILA. Resolution 1490 authorizes the City to file a notice of intent to annex with the Boundary Review Board.

Director Eidem responded to questions from the Council.

Mayor Redmon opened the public testimony period.

The following individual spoke in favor of the annexation:

- Roy Nye

The following individuals had questions regarding the annexation:

- Eldon Bartelheimer
- Gabe Jacobs
- Terry Lippincott

The following individuals spoke in opposition to the annexation:

- Nina Celestine
- Janice Hereth
- Mike Bickford

The following remote public comments were received in favor of the annexation:

- Morgan Davis

The following written public comments were received in opposition to the annexation:

- Ryan Shular
- Jesse Podoll

There being no further comments from the public, Mayor Redmon closed public testimony.

Director Eidem responded to questions from the Council and Mayor Redmon closed the public hearing.

*Motion by Councilmember Guzak, second by Council President Merrill to pass Resolution 1490 formally expressing intent to annex the North Lake UGA and direct that a Notice of Intent be filed with the Boundary Review Board, and to authorize the Mayor to execute the Interlocal Agreement Between the City of Snohomish and Snohomish County Concerning Annexation and the Orderly Transition of Services for the North Lake Annexation Area within the Snohomish UGA Pursuant to RCW 35A.14.296. **Motion passed (7-0).***

7. ACTION ITEMS

- a. AUTHORIZE the Mayor to Execute Agreements with WSDOT for SR-9 Widening Project

Public Works Director Nova Heaton provided an overview of the Washington State Department of Transportation's (WSDOT) request to acquire a permanent construction and maintenance easement for access along First Street and the Snohomish River, in preparation for the widening of State Route 9 between Marsh Road and Second Street.

City staff worked with WSDOT to develop an agreement that includes provisions for access restrictions, notification, dust control, and safety. WSDOT offered \$97,500 in compensation for the use of the permanent easement, along with \$750 to reimburse the City's cost for a third-party review of the appraisal report.

Director Heaton answered questions from the council.

Public comments were received.

*Motion by Councilmember Burke, second by Councilmember Guzak to authorize the Mayor to execute such documents deemed necessary to grant WSDOT a permanent, construction and maintenance easement over 20,600 square feet of City land at 1801 1st Street for the SR-9 Widening Project. **Motion passed (7-0).***

8. DISCUSSION ITEMS

- a. Parking, Pedestrian Safety, and Shared Use Areas

Director Heaton shared an update on citywide safety improvements, emphasizing key initiatives under the Local Road Safety Plan (LRSP). Staff will present updated safety data and a revised LRSP in the fall, to reflect completed work and new strategies.

Director Heaton responded to questions from the Council and a discussion ensued over crosswalks, safety data, parking signage and restrictions, and curb painting.

9. OTHER BUSINESS/INFORMATION ITEMS

There were no other business/information items.

10. COUNCILMEMBER COMMENTS

Councilmember Hetherington had no comments.

Councilmember Kuleta recognized John First for his contributions to the community.

Councilmember Neals reported meeting the Dean of UW Bothell schools and discussed the schools' interest in partnering with the City.

Councilmember Flynn inquired about the topic for the upcoming September 30 workshop and expressed appreciation to John First and his family for their service in the City.

Councilmember Burke shared her experience of working with John First on the Park Board, recognizing his positive impact on the community.

Councilmember Guzak explained that *Snohomish County Tomorrow* is a countywide organization composed of local governments. She provided clarification regarding misinformation about parallel parking on First Street; no final decision has been made.

11. COUNCIL PRESIDENT'S ITEMS/REPORTS

Council President Merrill reported on the following:

- Remembering John First.
- Community Transit's "Kids Ride Free" program.

12. STAFF BRIEFINGS

Mayor Redmon reminded council of the staff briefings:

- a. Hill Park Fishing Dock Repair – Project Close-Out

13. CITY ADMINISTRATOR'S COMMENTS

City Administrator Heather Thomas-Murphy commented on the following:

- Council Workshops have been scheduled for September, October, and November.
- City Projects and Events around the City.
- Republic Services is offering a small credit for customers for garbage service only.

14. MAYOR'S COMMENTS

Mayor Redmon commented on the following:

- Thanked Councilmember Kuleta for her kind words in remembrance of John First.

15. ADJOURN

There being no objection, the meeting adjourned at 8:04 p.m.

CITY OF SNOHOMISH

Linda Redmon

Linda Redmon (Sep 3, 2025 15:44:29 PDT)

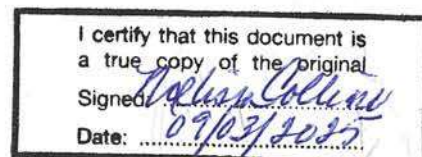
Linda Redmon, Mayor

ATTEST:

Melissa Collins

Melissa Collins (Sep 3, 2025 15:45:30 PDT)

Melissa Collins, City Clerk



081925 REG Minutes FINAL

Final Audit Report

2025-09-03

Created:	2025-09-03 (Pacific Daylight Time)
By:	Melissa Collins (CityClerk@snohomishwa.gov)
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"081925 REG Minutes FINAL" History

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2025-09-03 - 3:44:10 PM PDT
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2025-09-03 - 3:45:30 PM PDT



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**CITY OF SNOHOMISH
Snohomish, Washington**

RESOLUTION 1489

**A RESOLUTION OF THE CITY OF SNOHOMISH CITY COUNCIL TO
INITIATE ANNEXATION TO THE CITY OF SNOHOMISH CERTAIN
REAL PROPERTY KNOWN AS THE NORTH LAKE ANNEXATION
THROUGH AN INTERLOCAL AGREEMENT WITH SNOHOMISH
COUNTY**

WHEREAS, the City Council wishes to initiate an annexation through the Interlocal Cooperation Act subject to an interlocal annexation agreement with Snohomish County, pursuant to the Revised Code of Washington (RCW) 35A.14 created by Senate Bill 5522 that became effective on June 11, 2020, of the North Lake area identified in Exhibit A and generally shown in the site map in Exhibit B, attached hereto and incorporated by this reference as if set forth in full; and

WHEREAS, the North Lake area identified in Exhibits A and B is within the City of Snohomish Urban Growth Area (UGA); and

WHEREAS, the City of Snohomish entered into a Master Interlocal Agreement between with Snohomish County concerning annexation and urban development within the Snohomish Urban Growth Area, recorded under Snohomish County Auditor's File Number 200304070094 on March 19, 2003 to facilitate the orderly transition of services and responsibilities at the time of annexation of unincorporated areas of the County to the City; and

WHEREAS, the purpose of interlocal agreements is to permit local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby providing services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, the annexation area is already served by Snohomish County Fire Protection District # 4, Snohomish County PUD, and the Snohomish County Sheriff's Office, and receives water from the City of Everett. The majority of ingress and egress into the area is served by the transportation network of the city; and

WHEREAS, the North Lake Subarea was identified by the City Council for its growth potential in 2021. A land use and market analysis of the North Lake Subarea was conducted in 2022. The City then conducted community outreach that included direct contact with property owners and residents, design workshops, in-person events and meetings, and mailings; and

WHEREAS, as part of Ordinance 2502, the City of Snohomish adopted annexation policies to guide future annexation proposals and actions; and

WHEREAS, as part of Ordinance 2502, the City Council established Comprehensive Plan and Zoning pre-designations for the annexation area, which are illustrated in Exhibits C and D and correspond to present Snohomish County zoning; and

WHEREAS, a resolution declaring intent to annex officially starts annexation proceedings between the City and the County.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SNOHOMISH AS FOLLOWS:

Section 1. That the City Council of the City of Snohomish is declaring its intent to initiate negotiations with Snohomish County for annexation through the Interlocal Cooperation Act subject to an interlocal agreement, pursuant to the Revised Code of Washington (RCW) 35A.14 of the area legally described in Exhibit A and shown in Exhibit B.

Section 2. All property within the territory hereby shall be assessed and taxed at the same rate and at the same basis as property within the City of Snohomish, including an assumption of a proportionate share of indebtedness of all City of Snohomish.

Section 3. The Comprehensive Plan and Zoning designations for the annexation area shall be consistent with Exhibits C and Exhibit D, upon the effective date of annexation.

Section 4. Effective date. This Resolution shall be effective immediately upon passage by the City Council and signed by the Mayor.

PASSED by the City Council and **APPROVED** by the Mayor this 1st day of July, 2025.

CITY OF SNOHOMISH

Linda Redmon
By Linda Redmon (Jul 2, 2025 17:45 PDT)
Linda Redmon, Mayor

ATTEST:

APPROVED AS TO FORM:

Melissa Collins
By Melissa Collins (Jul 3, 2025 12:37 PDT)
Melissa Collins, City Clerk

Emily Guildner
By Emily Guildner (Jul 2, 2025 09:34 PDT)
Emily Guildner, City Attorney

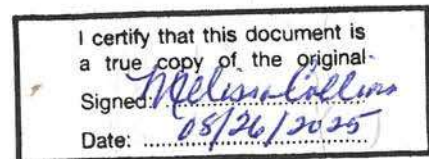


EXHIBIT A

NORTH LAKE LEGAL DESCRIPTION

A PORTION OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 28 NORTH, RANGE 5 EAST AND THE NORTHEAST QUARTER, NORTHWEST QUARTER, SOUTHEAST QUARTER AND SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 28 NORTH, RANGE 6 EAST AND THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 28 NORTH, RANGE 6 EAST WILLAMETTE MERIDIAN, SNOHOMISH COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE EAST 150 FEET OF THE SOUTH HALF OF THE EAST HALF OF THE EAST HALF OF GOVERNMENT LOT 1 OF SAID SECTION 1 BEING A POINT ON THE EXISTING CITY LIMITS OF SNOHOMISH, CITY OF SNOHOMISH ORDINANCE NUMBER 2052; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF GOVERNMENT LOT 1 OF SAID NORTHEAST QUARTER SECTION 1, TO THE EAST MARGIN OF 99TH AVE SE (LAKE ST); THENCE SOUTH ALONG THE EAST MARGIN OF 99TH AVE SE (LAKE ST) TO THE NORTH LINE OF SNOHOMISH COUNTY SHORT PLAT 148 (3-78), AUDITORS FILE NUMBER 7804280348; THENCE EAST ALONG SAID NORTH LINE OF SAID SHORT PLAT 148 (3-78) TO THE EAST LINE OF SAID SHORT PLAT 148 (3-78); THENCE SOUTH ALONG THE EAST LINE OF SAID SHORT PLAT 148 (3-78) TO NORTH LINE OF THE SOUTH FIVE ACRES OF THE WEST HALF OF GOVERNMENT LOT 4 OF SAID NORTHWEST QUARTER SECTION 6; THENCE EAST ALONG THE NORTH LINE OF SAID SOUTH 5 ACRES TO THE EAST LINE OF SAID WEST HALF GOVERNMENT LOT 4; THENCE SOUTH ALONG THE EAST LINE OF THE SOUTH HALF OF THE WEST HALF OF SAID GOVERNMENT LOT 4 TO THE SOUTH LINE OF THE NORTH 396 FEET OF SAID GOVERNMENT LOT 4; THENCE EAST ALONG THE SOUTH LINE OF SAID NORTH 396 FEET TO THE EAST LINE OF THE WEST HALF OF THE EAST HALF OF SAID GOVERNMENT LOT 4; THENCE NORTH ALONG THE EAST LINE OF THE WEST HALF OF THE EAST HALF OF SAID GOVERNMENT LOT 4 TO THE NORTH LINE OF THE SOUTH HALF OF SAID GOVERNMENT LOT 4; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF SAID GOVERNMENT LOT 4 TO THE WEST LINE OF GOVERNMENT LOT 3 OF SAID NORTHWEST QUARTER SECTION 6; THENCE SOUTH ALONG THE WEST LINE OF SAID GOVERNMENT LOT 3 TO THE NORTH LINE OF THE SOUTH 284 FEET OF SAID GOVERNMENT LOT 3; THENCE EAST ALONG THE NORTH LINE OF SAID SOUTH 284 FEET TO THE EAST LINE OF THE WEST HALF OF SAID GOVERNMENT LOT 3; THENCE NORTH ALONG THE EAST LINE OF THE WEST HALF OF SAID GOVERNMENT LOT 3 TO THE NORTH LINE OF THE SOUTH HALF OF SAID GOVERNMENT LOT 3; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF SAID GOVERNMENT LOT 3 TO THE EAST LINE OF SAID GOVERNMENT LOT 3;

THENCE SOUTH ALONG THE EAST LINE OF SAID GOVERNMENT LOT 3 TO THE SOUTHEAST CORNER OF SAID GOVERNMENT LOT 3;
THENCE EAST ALONG THE SOUTH LINE OF GOVERNMENT LOT 2 OF SAID NORTHEAST QUARTER OF SECTION 6 TO THE SOUTHEAST CORNER OF SAID GOVERNMENT LOT 2;
THENCE NORTH ALONG THE EAST LINE OF SAID GOVERNMENT LOT 2 TO THE NORTHWEST CORNER OF EXHIBIT "D" OF BOUNDARY LINE ADJUSTMENT NUMBER 119-84 AUDITOR FILE NUMBER 8410300330;
THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID EXHIBIT "D" TO A POINT OPPOSITE OF HIGHWAY ENGINEER'S STATION (HEREINAFTER REFERRED TO AS HES) LM 322+00 ON THE LM LINE SURVEY OF SR 2, FOBES HILL TO WESTWICK ROAD AND 180 FEET SOUTHWESTERLY THEREFROM;
THENCE SOUTHEASTERLY TO A POINT OPPOSITE HES LM 323+00 ON SAID SURVEY LINE AND 180 FEET SOUTHWESTERLY THEREFROM;
THENCE SOUTHERLY TO A POINT OPPOSITE HES LM 324+00 ON SAID SURVEY LINE AND 320 FEET WESTERLY THEREFROM TO THE NORTHEASTERLY LINE OF BOUNDARY LINE ADJUSTMENT 12-110745 AUDITOR FILE NUMBER 201311150461;
THENCE NORTHWESTERLY TO THE EASTERLY MARGIN OF OLD MACHIAS ROAD;
THENCE SOUTHERLY ALONG THE WESTERLY LINE OF BOUNDARY LINE ADJUSTMENT 12-110745 TO A POINT 76.70 FEET, MORE OR LESS, WESTERLY OF AND PERPENDICULAR TO MR STATION 11 +50 OF SNOHOMISH COUNTY ENGINEER'S SURVEY #2464, SNOHOMISH-MACHIAS ROAD REVISION RIGHT OF WAY PLAN DATED JULY 1981;
THENCE SOUTHEASTERLY TO THE EASTERLY MARGIN OF SNOHOMISH-MACHIAS ROAD TO A POINT THAT IS 30.00 FEET RIGHT OF MR STATION 11+00 OF SAID SURVEY #2464;
THENCE SOUTHERLY ALONG THE SAID EASTERLY MARGIN OF SNOHOMISH-MACHIAS ROAD TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 5;
THENCE WEST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 5 TO THE EAST LINE OF SAID SECTION 6;
THENCE WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 6 TO A POINT ON THE WESTERLY MARGIN OF SNOHOMISH-MACHIAS ROAD, BEING A POINT ON THE EXISTING CITY LIMITS OF SNOHOMISH, CITY OF SNOHOMISH ORDINANCE NUMBER 1710;
THENCE WESTERLY, NORTHERLY, SOUTHERLY AND EASTERLY ALONG THE EXISTING CITY LIMITS OF SNOHOMISH, ORDINANCE NUMBERS 1710, 1853, AND 2052 TO THE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

Resolution 1489 Intent North Lake Annexation

Final Audit Report

2025-07-03

Created:	2025-07-02 (Pacific Daylight Time)
By:	Melissa Collins (CityClerk@snohomishwa.gov)
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"Resolution 1489 Intent North Lake Annexation" History

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Agreement completed.

2025-07-03 - 12:37:38 PM PDT



RE: North Lake Area Annexation

From Don D. Waller <DonW@snohomishfire.org>
Date Tue 7/1/2025 2:53 PM
To Heather Thomas-Murphy <thomas@snohomishwa.gov>
Cc Brooke Eidem <Eidem@SnohomishWA.gov>

CAUTION : This email originated from outside the City of Snohomish.

Heather,
Thank you for reaching out. The Fire District does not desire to be part of the annexation for the North Lake area.

Respectfully,



Don Waller
Fire Chief
Snohomish County Fire District #4
360-568-2141 (O)
425-238-6267 (C)
MHPA, CFO
Pronouns- his/him



From: Heather Thomas-Murphy <thomas@snohomishwa.gov>
Sent: Tuesday, July 1, 2025 2:07 PM
To: Don D. Waller <DonW@snohomishfire.org>
Cc: Brooke Eidem <Eidem@SnohomishWA.gov>
Subject: North Lake Area Annexation

Hi Chief,

As you know, we are working on the annexation of the North Lake Area. Per the ILA method of annexation ([RCW 35A.14.296](#)), the City must check with fire/sewer districts to see if they wish to be party to the ILA with the City and Snohomish County, if affected and they have 30 days from when notified to respond. As our ILA with Fire District #4 is based on whatever City limits are, and this annexation area is already within Fire District #4's jurisdiction, I don't believe there is a need or benefit for the Fire District to be part of the annexation ILA. However, the County has asked that we get something in writing from the Fire District stating that for their records. A reply this email to that effect with your signature block would suffice.

Feel free to reach out if you have any questions!



Heather Thomas-Murphy

City Administrator

(360) 282-3194 direct

(425) 359-9645 cell

www.snohomishwa.gov

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CITY OF SNOHOMISH

116 UNION AVENUE | SNOHOMISH, WASHINGTON 98290 | (360) 568-3115 | WWW.SNOHOMISHWA.GOV

January 23, 2025

NAME

ADDRESS

Snohomish WA, 98290

RE: North Lake Annexation being considered

Dear neighbor,

As you may have heard or read in the Snohomish Quarterly Magazine, the City of Snohomish is considering an annexation of the North Lake Urban Growth Area (UGA), an area north of the existing city boundary that includes your property. We are truly excited about the possibility of having you join our community, and we'd like to hear from you.

An *urban growth area* is land that is currently unincorporated, meaning it's in the jurisdiction of the county, but it is meant to someday become part of the city through annexation. These boundaries were identified in the 1990s as part of the Snohomish County comprehensive planning process.

I'm sure you have lots of questions and concerns about how annexation to the City might affect you and your property. Some frequently asked questions are provided below that might help, and you can also reach out to me or other City staff to discuss the proposed annexation.

Q: How will annexation occur?

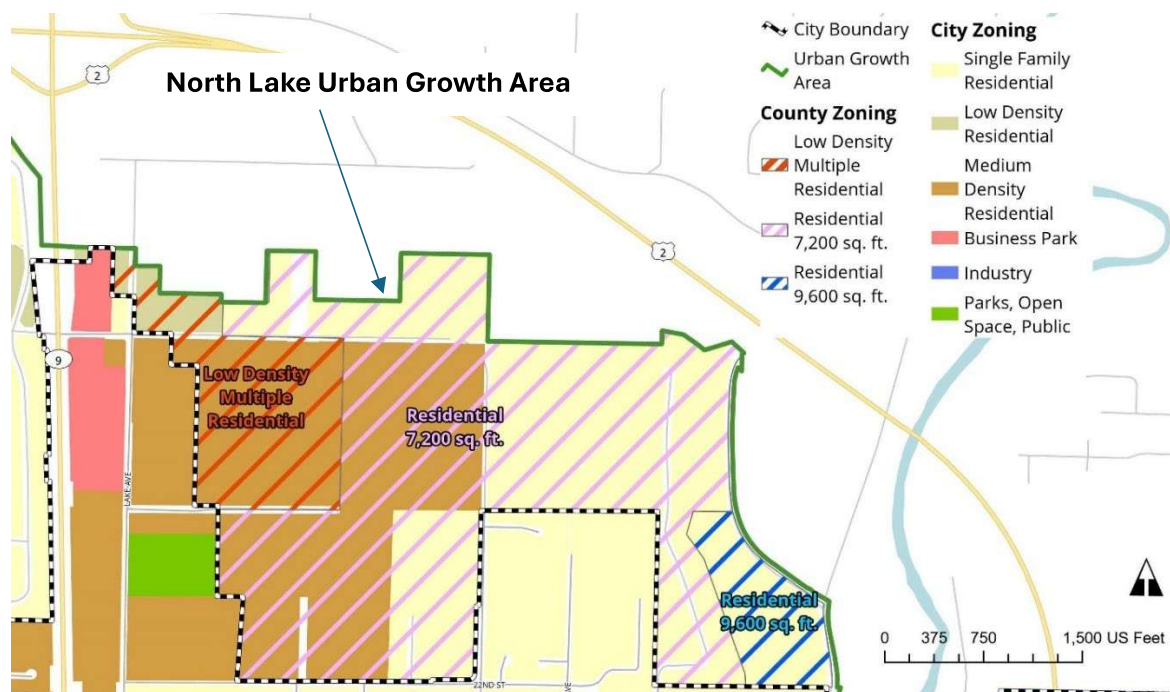
There are several annexation methods available by state law. The City is considering the annexation by Interlocal Agreement with Snohomish County; this does not require a vote or petition of property owners, and it results in more logical municipal boundaries and efficient transfer of services.

Q: Do I have to connect to sewer upon annexation?

No. Connection to the City sewer system is not required unless you develop your property, or your septic system fails *and* the sewer main is available within 200 feet of your property. Maintaining an existing septic system is allowed after annexation.

Q: How does annexation affect land use and development potential?

There are three different County zones in this area (Low Density Multiple Residential, Residential with minimum lot size 7,200 sq. ft., and Residential with minimum lot size 9,600 sq. ft.). County Health Department regulations for septic systems may result in lots larger than 9,600 square feet. The City's planned zoning for this area is single family with a minimum lot size of 7,200 square feet (six units per acre), multi-family at a density of 18 dwelling units per acre, and a small area of multi-family with a density of 12 units per acre. The map on the reverse side shows where these different zoning areas intersect, so you can see the impact of the proposed annexation on your parcel.



Q: When would development occur?

The City's Planning and Development Services Department has received inquiries from parties interested in developing in the area, but any development requires sanitary sewer availability. The Northeast Trunkline of the City's sewer system is anticipated to be constructed this summer. The Trunkline will make sewer service available to the annexation area and will terminate near Lake Mount Drive on the east side of Blackmans Lake. Sewer main extensions beyond the terminus into the annexation area will need to be built by developers, so it is difficult to estimate a timeline for when these extensions would occur.

Q: How does annexation affect property taxes?

The County Assessor's methodology for determining assessed value does not change with annexation. The City's property tax levy rate is \$9.712 and the County's (in this area) is \$9.9812 so initially property taxes should decrease. However, increased development potential could result in higher assessed property values. As upward trends appear in property sales, the Snohomish County Assessor will adjust the assessed property values in the area. If more units are built, the amount of property tax levied could be spread among more taxpayers, potentially lowering each individual tax bill.

The City has worked to ensure that the community in the annexation area is well-informed and in agreement with the annexation plans. We want to make sure you have every opportunity to ask questions and provide feedback. Snohomish City Hall is open to walk-in visitors Tuesdays through Thursdays from 8am-4pm, and by appointment on Mondays and Fridays. We are also available via phone, email, and video conference.

Please reach out if we can be of assistance to you in any way. We are looking forward to having you as part of the City of Snohomish!

Mayor Linda Redmon

Annexation

Have you ever wondered how city boundaries were determined, or how they expand? Snohomish's boundaries have looked very different over the years, from the City's incorporation in 1890 to today. The original City limits extended much farther east-to-west than our current boundary but were then redefined in 1900 to a smaller footprint. The City originally encompassed the southern part of town, and then continued to grow and expand (mostly northward) through regular annexations. The most recent annexation was in 2013 when the boat launch and soccer fields south of Pilchuck Park were incorporated.

What is annexation?

Annexation is the process of transferring land from one jurisdiction to another. For cities, this means incorporating unincorporated land from the county for the purpose of providing urban services, or other municipal purposes such as a wastewater treatment plant. Cities in Washington State can only annex lands that have already been identified as part of its UGA, or urban growth area.

What is the urban growth area (UGA)?

The UGA is the land that is predetermined for urban growth. This includes the city itself and all lands around it that are anticipated for future annexation. The UGA was established based on growth projections and capacity analyses. This means

the lands are assumed to be annexed into the city at some point, and cities are not allowed to annex beyond them without expanding or altering their UGA. UGA boundary changes are lengthy processes.

How does annexation happen?

There are several annexation methods available pursuant to RCW Chapter 35A.14 (Annexations by City Code).

Annexations can be processed through an election, a direct petition of the area being annexed, or an interlocal agreement between the city and the county.

The election method is initiated by the city and goes to the voters in the area proposed for

annexation, describing the area and the number of voters in that area.

The direct petition method is historically the most commonly

used method in Snohomish. With this method, someone other than the City (usually a property owner) proposes the annexation and petitions property owners in the annexation area to agree to incorporation. When at least 60% of the assessed value of the annexation area is represented by the petition, it can move forward to a public hearing with the City Council.

The interlocal agreement (ILA) method is relatively new, added to the state statute to encourage urban growth and to avoid illogical boundaries or "islands" that can sometimes result from the direct petition method. This

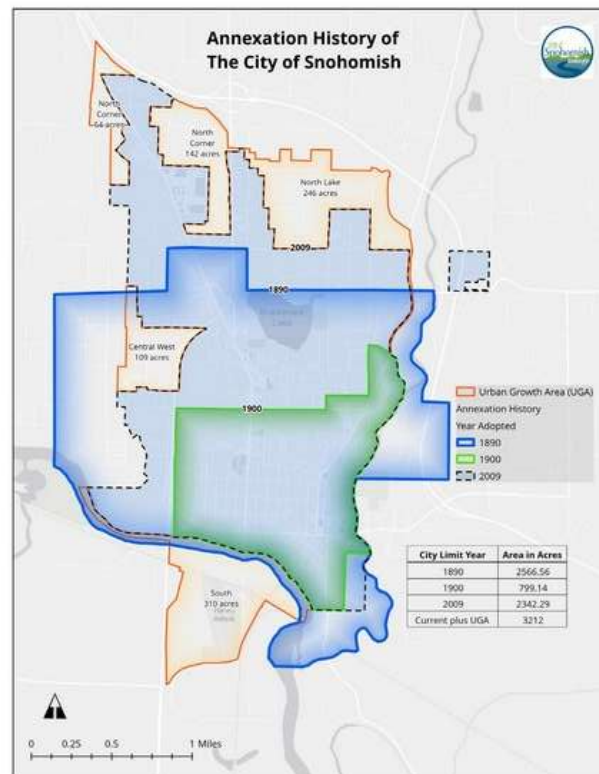
method is jointly initiated by the city and the county through an adopted agreement. Sometimes other parties are involved, such as special purpose districts. Both agencies must hold their own separate public hearing.

Are there any annexations in the works?

This year the City will look at annexing the North Lake UGA, located between 22nd Street and US-2 east of SR-9. This area has been discussed since 2021 and was identified as the most logical area for expanding the City boundaries based on market and land use analyses and community input from the 2024

Comprehensive Plan Periodic Update. This annexation will likely use the ILA method. So far, City staff have held a subarea design workshop with residents in this area and have held one-on-one discussions with many property owners to discuss zoning options as part of the 2024 Comprehensive Plan and Future Land Use Map. Additional outreach and engagement are planned for 2025 as these discussions continue.

Learn more about annexation in Snohomish: <https://www.snohomishwa.gov/390>
Annexations or email planningdept@snohomishwa.gov



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RE: THANK YOU

From Heather Thomas-Murphy <thomas@snohomishwa.gov>
Date Wed 4/9/2025 7:45 PM
To Jesse Podoll <jessepodoll@hotmail.com>
Cc Brooke Eidem <Eidem@SnohomishWA.gov>

Thanks for the offer! I shared that with Nova Heaton, our Public Works Director. She'll reach out when she knows more about timing for the walk through.



Heather Thomas-Murphy
City Administrator
(360) 282-3194 direct
(425) 359-9645 cell
www.snohomishwa.gov

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From: Jesse Podoll <jessepodoll@hotmail.com>
Sent: Wednesday, April 9, 2025 7:40 PM
To: Heather Thomas-Murphy <thomas@snohomishwa.gov>
Cc: Brooke Eidem <Eidem@SnohomishWA.gov>
Subject: Re: THANK YOU

CAUTION : This email originated from outside the City of Snohomish.

Thanks Heather!

As far as the stormwater drainage is concerned , I'd be happy to meet anyone out there as well. In looking at the Snohomish County stormwater/drain maps, they do not show a portion of the line that runs through the park - only those lines going to it. Maybe they don't know about them? No idea. I can also show them another section midway through the neighborhood that seems to do nothing.

Just let me know when a good time to meet would be - or pass along my contact info and I will answer!

Thanks!
-Jesse
425-446-1829

From: Heather Thomas-Murphy <thomas@snohomishwa.gov>
Sent: Wednesday, April 9, 2025 5:38 PM
To: Jesse Podoll <jessepodoll@hotmail.com>
Cc: Brooke Eidem <Eidem@SnohomishWA.gov>
Subject: RE: THANK YOU

Jesse,

Thank you for inviting us and providing the space to answer questions from the neighborhood.

We're still working with the County on a number of processes and will have more information available for property owners in the annexation area. However, we did ask a few specific questions for North Ridge during our meeting this week.

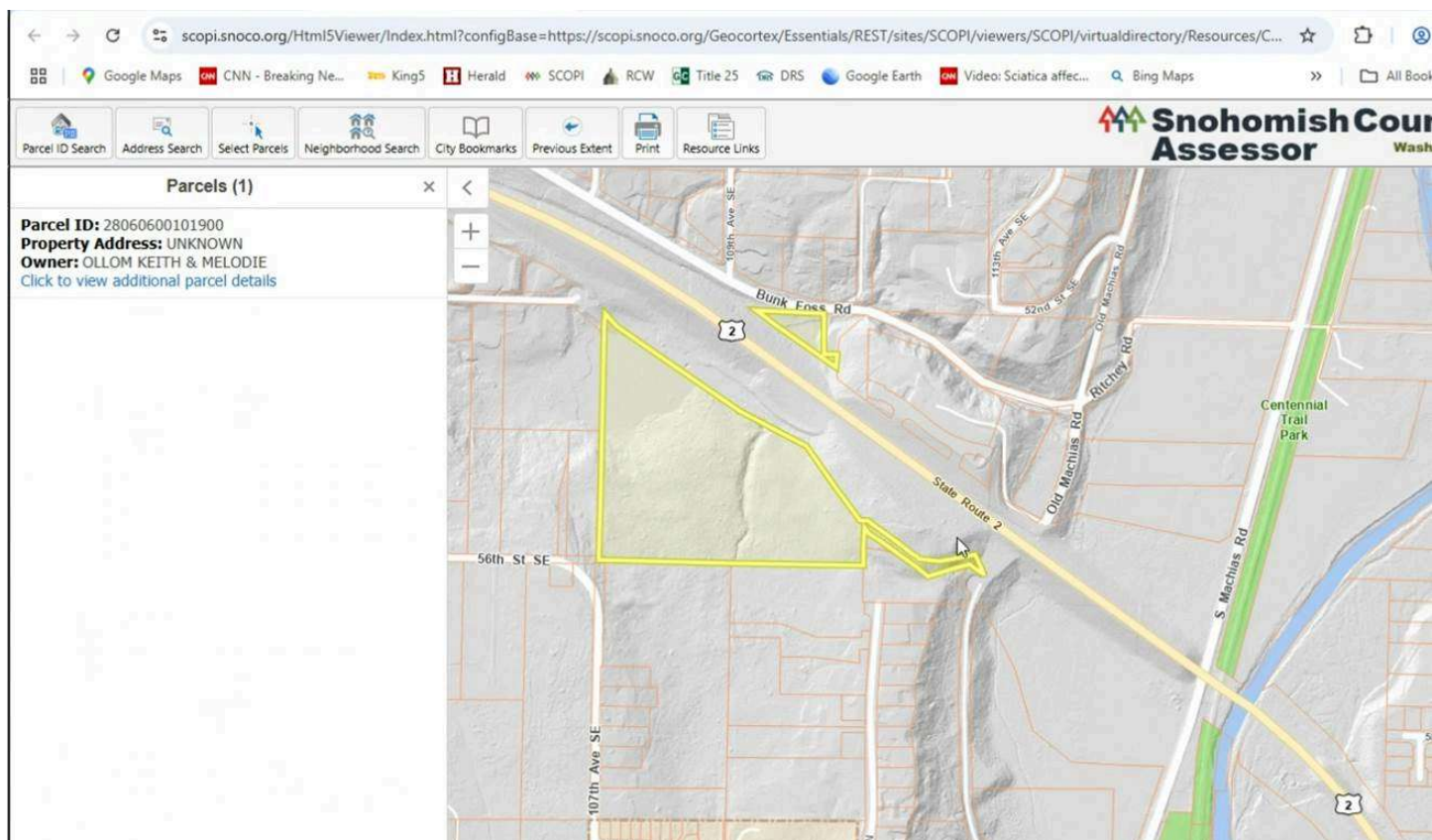
We passed along stormwater concerns coming down the hill and into the park, and their crews were going to take a look. City staff are also going out with the County crews to look at street conditions and stormwater systems in the annexation area, and this will be one we look at as well.

Regarding development at the northern end of North Ridge Drive, it appears there two parcels that could potentially develop. One is the smaller parcel next to Louise Poier, which would be within the Urban Growth Area (UGA) and annexation. Now, as we discussed at the meeting, any potential redevelopment of that 2-acre parcel would need to demonstrate the ability to connect to utilities, etc. As it sounds like your water district is at maximum capacity, it doesn't appear they could meet those requirements.

The larger parcel that I believe everyone was referring to, next to the Celestines, is a parcel that is outside the UGA boundaries. This means it can only "develop" to the extent allowed within rural zoning (R/UTGA)—now and after annexation. The remaining land between there and Hwy 2 is WSDOT and/or County right-of-way. We also confirmed that they have no plans to connect a road through there.

Excluding North Ridge Drive from the greater annexation area would likely not gain approval from the County, nor would it pass the state's Boundary Review Board, as this area has been included with future annexation maps for decades. Leaving "donuts" of unannexed areas is precisely why the interlocal agreement (ILA) method of annexation was created, so situations like that can be avoided.

If I misstated something, I'll let Brooke correct me 😊 Otherwise, please feel free to pass this along to the neighborhood.



Heather Thomas-Murphy
City Administrator
(360) 282-3194 direct
(425) 359-9645 cell
www.snohomishwa.gov

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-----Original Message-----

From: Jesse Podoll <jessepodoll@hotmail.com>

Sent: Thursday, April 3, 2025 9:11 PM

To: Brooke Eidem <Eidem@SnohomishWA.gov>; Heather Thomas-Murphy <thomas@snohomishwa.gov>

Subject: THANK YOU

CAUTION : This email originated from outside the City of Snohomish.

Thanks to both of you for coming out tonight. The Board appreciated it and so did those in attendance I'm sure. Wasn't too rough, and I'm sure you've had worse - but thank you again for fielding questions and comments from our residents - even from those that are usually loud and misinformed as always!

Sent from my iPhone

NOTICE OF PUBLIC DISCLOSURE: This e-mail account is public domain. Any correspondence from or to this e-mail account may be a public record. Accordingly, this e-mail, in whole or in part, may be subject to disclosure pursuant to RCW 42.56.

North Lake Annexation Neighborhood BBQ at Hill Park

Join us at Hill Park (1610 Park Ave) for a free neighborhood BBQ!

Thursday, June 26 from 4 - 7:30 PM

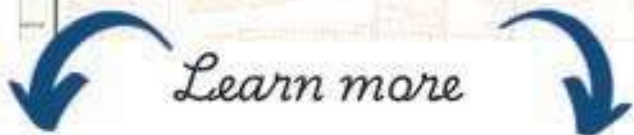
Learn more about the proposed North Lake Annexation while mingling with neighbors, chatting with City of Snohomish staff and elected officials, and meeting various service providers.

Can't attend?

Contact us at planning_dept@snohomishwa.gov
with questions or concerns!



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Who will be there?

- City staff
- Snohomish Fire District 4
- Snohomish Police Dept.
- Republic Services
- Elected representatives

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snohomishwa.gov**

July 30, 2025

NAME

ADDRESS

Snohomish WA, 98290

RE: North Lake Annexation Interlocal Agreement and Public Hearing

Dear Neighbor,

In January I sent you a letter about the North Lake Annexation. Your property is within this annexation area, and the City of Snohomish is truly excited about the prospect of having you join our community.

As described in my previous letter, the annexation is being processed through an Interlocal Agreement between the City and Snohomish County. The negotiation process is now complete, and the City's required public hearing has been scheduled for August 19, 2025, during the City Council meeting that starts at 6:00 pm in the lower level of the Snohomish Carnegie Building at 105 Cedar Avenue. You can review the draft Interlocal Agreement on the City's website here: www.snohomishwa.gov/861/North-Lake-Annexation.

The annexation area was identified for eventual inclusion into the boundaries of the City of Snohomish in the early 1990s as part of the County Comprehensive planning process. This area has been part of the City's annexation plan for the last several years. The City understands there are a few small water districts and many on-site septic systems in this area. Connection to City water and sewer systems is *not* required after annexation unless you develop your property, or your septic system fails *and* the sewer main is available within 200 feet of your property. Maintaining an existing septic system is allowed after annexation.

The City has worked to ensure that the community in the annexation area is well informed and in agreement with the annexation plans. We want to make sure you have every opportunity to ask questions and provide feedback. If you haven't yet had an opportunity to reach out to staff and ask questions, I encourage you to do so now. Snohomish City Hall is open to walk-in visitors Tuesdays through Thursdays from 8am-4pm, and by appointment on Mondays and Fridays. We are also available via phone, email, and video conference.

Please reach out if we can be of assistance to you in any way. We are looking forward to having you as part of the City of Snohomish!

Sincerely,

Mayor Linda Redmon

Email questions to: planningdept@snohomishwa.gov



North Lake Annexation

Exhibit F / Section V:

Initiator Response to Factors the Board Must Consider

2. OVERVIEW

A. Population of proposal	343
% of County population (existing entity)	>0.1%
% of City population increase	3%
B. Territory size in acres	240
C. Population density	1.4 people per acre
D. Assessed valuation	\$85,053,300

3. LAND USE

A. Existing Land Use Designation (County)	Low Density Multiple Residential (LDMR); Residential 7,200 sqft; Residential 9,600 sqft
B. Proposed Land Use Designation (City)	Low Density Residential (LDR); Medium Density Residential (MDR); Single Family (SFR)

4. COMPREHENSIVE PLANS

A. Snohomish County Comprehensive Plan

1. What comprehensive plan or policies specifically support this proposal?

Applicable policies are addressed below

2. Which community plan (adopted or proposed) governs this proposal?

*Snohomish County 2024 Comprehensive Plan;
City of Snohomish 2024-2044 Comprehensive Plan*

3. What is the adopted plan classification/zoning? (Please include number of lots permitted under this classification.)

- Low Density Multiple Residential (LDMR): 10 units per acre*
- Residential 7,200 sqft (R-7,200): 6 lots per acre*
- Residential 9,600 sqft (R-9,600): 4 lots per acre*

4. County ordinances and policies

- a. Snohomish County Agricultural Plan.** *Not Applicable*

b. Snohomish County Surface Water Management Plan. <i>The City of Snohomish has adopted the 2019 Department of Ecology Stormwater Management Manual for Western Washington under Chapter 15.16 SMC. Staff have had several discussions with County Surface Water Management staff regarding existing systems, and all agree that the City will be able to maintain the system after annexation.</i>	
EQ 1.A.4: The county shall create livable communities for those who live, work, and play in Snohomish County by directing growth into urban areas that are accessible, walkable, compact, and transit oriented; preserving and creating open spaces; and protecting rural and resource lands.	<i>The annexation furthers this policy by directing growth to the North Lake area under the City's regulations and standards.</i>
Goal LU 1: Establish and maintain compact, clearly defined, well designed UGAs.	<i>The annexation maintains existing UGA boundaries and creates a clearly defined MUGA boundary.</i>
LU 1.A.4: UGAs shall have existing or planned infrastructure capacity to adequately support urban growth over the 20-year period.	<i>North Lake supports Snohomish's housing capacity for the planning period and beyond.</i>
Objective LU 1.C: Establish and maintain a UGA boundary that provides a distinct edge between urban and rural land uses.	<i>The lands outside the UGA are distinctly rural in nature.</i>
LU 1.C.1: Unique topographical and physical features such as watershed boundaries, streams, rivers, ridge lines, steep slopes, roads, railroad lines and transmission lines (where they follow property lines) and special purpose district boundaries shall be used, if possible, to delineate and define the boundary.	<i>Annexing the contiguous UGA will result in logical municipal boundaries.</i>
Objective LU 1.E: The County shall continue to support the annexation of unincorporated urban areas into cities and towns.	<i>The annexation supports this policy by transitioning a contiguous portion of the Snohomish UGA from the county to the City.</i>
LU 1.E.1: Annexations by cities and towns, and planned urban densities shall be prohibited outside of the UGA boundary.	<i>The annexation supports this policy. No land outside the UGA is proposed for annexation.</i>
LU 1.E.6: The County should identify strategies, incentives, and approaches to facilitate the annexation or incorporation of unincorporated areas within urban growth areas into cities.	<i>The annexation supports this policy.</i>
GOAL LU 2: Establish development patterns that use urban land more efficiently.	<i>Development of the area under the City's zoning regulations will be more efficient use of land.</i>
LU 2.A.1: Maintain development regulations that will require that new residential subdivisions achieve a minimum net density of 6 dwelling units per acre in all unincorporated UGAs, except (...) where a lower density is necessary because of the existence of critical	<i>The annexation supports this policy. The City's lowest density residential zone is 6 units per acre.</i>

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.	
LU 2.A.2: Any UGA shall provide for a variety of residential densities identifying minimum and maximum allowable. Density ranges shall consider the presence of critical areas.	<i>The City's residential zoning designations provide for a range of densities. Densities in the subject area are various and account for the presence of critical areas.</i>
LU 2.A.3: UGAs shall provide opportunities for a mix of affordable housing types (e.g. small lot detached, townhouses, duplex, triplex, 6 to 8 unit apartment and small group housing units) within designated residential areas.	<i>Prezoning in the area provides an opportunity for a mix of housing types, sizes, and ownership.</i>
LU 2.A.4: Within UGAs, alternatives to standard single family designs such as zero lot line housing and cottages on small lots around a central courtyard, shall be considered in development regulations for residential areas.	<i>The prezoning in the area allows for unit lot subdivision, cottage housing, detached condominium, and other alternatives to the standard single family design.</i>
LU 5.A.2: Natural features, open space, and critical areas shall be preserved to enhance neighborhood identity.	<i>Adopted critical areas and urban forestry regulations in the City will ensure natural features are preserved while the area develops.</i>
Objective IC 1.B: Work with cities and towns to provide for the orderly transition of unincorporated to incorporated areas within UGAs.	<i>The annexation supports this policy by transitioning a contiguous portion of the Snohomish UGA from the county to the City through interlocal agreement.</i>
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.	<i>The interlocal agreement provides for orderly transfer of service responsibilities.</i>
IC 1.C.2: The county should work with cities to determine the city's role in the review of applications for development within the unincorporated portions of UGAs.	<i>The ILA contains provisions for the administration of development applications in process during the transition period.</i>
Objective HO 1.B: Ensure that a broad range of housing types and affordability levels is available in urban and rural areas.	<i>The area is prezoned for a variety of housing types and densities.</i>
HO 1.D.3: The county shall encourage expeditious and efficient infill development in urban growth areas.	<i>Annexation provides for efficient development and infill in the North Lake area.</i>

Objective HO 2.A: Promote opportunities for all county residents to reside in safe and healthy neighborhoods.	<i>Extending municipal water and sewer to the area will improve public health and safety.</i>
B. City of Snohomish Comprehensive Plan	
1. Is this proposal in your adopted comprehensive plan or will a plan amendment be required? <i>This proposal is addressed in the adopted comprehensive plan. No amendment is required.</i> 2. When was your comprehensive plan approved? <i>November 19, 2024</i> 3. Has this area been the subject of a pre-annexation zoning agreement? <i>No.</i> 4. What is the proposed land use designation in your adopted comprehensive plan? When were your zoning regulations adopted? <i>Future Land Use Designations are Single Family and Multi-Family. Zoning regulations were adopted on November 19, 2024.</i> <i>The adopted pre-zoning plan in the North Lake UGA contains the following classifications.</i> • <i>Single Family Residential (SFR): 6 units/lots per acre (129 acres)</i> • <i>Low Density Residential (LDR): 12 units per acre (13 acres)</i> • <i>Medium Density Residential (MDR): 18 units per acre (99 acres)</i>	
GOAL L9: Approve annexations that support logical expansions of the City boundaries and extension of City services, conserve City resources, and result in no substantial reductions in levels of service provision to the existing community.	<i>The proposal is a logical expansion of the City boundary, as it encompasses the entirety of the contiguous UGA. According to the cost-benefit analysis it does not result in a substantial reduction in service for the community.</i>
L9.1: Policy guidance. Review of annexations should balance policy criteria and other City objectives. Review criteria are intended as guidance rather than standards. Annexations should be evaluated in terms of the overall effect on the community.	<i>The annexation supports a City Council goal and is consistent with applicable goals and policies. The annexation has been shared with the community and evaluated by staff and the Planning Commission.</i>
L9.2: Larger annexations preferred. Larger annexations should generally be favored over smaller annexations to conserve City resources.	<i>The annexation is 241 acres in size and represents the full contiguous urban growth area north of 22nd Street and east of SR-9.</i>
L9.3: Boundaries. Annexation boundaries should be regular, as defined by: a. The use of physical boundaries, such as streets and natural features; b. Avoiding creation of islands or peninsulas of unincorporated lands; c. Consideration of the relationship to hydrological systems, topography, and utility basins where appropriate; and d. Administrative boundaries, such as special service districts.	<i>The annexation boundaries are regular and defined by the urban growth area itself; by including the entirety of the contiguous area it will avoid the creation of islands of unincorporated lands.</i>

L9.4: Untimely annexations. Annexation may be considered untimely if a cost-benefit analysis does not support the cost of expansion, staffing levels cannot support additional land area, there is insufficient property owner support, or the annexation area has less than optimal boundaries.	<i>The cost-benefit analysis supports the cost of expansion. Staffing levels are sufficient to support the additional land area; one additional Public Works personnel will be proposed in the 2027-2028 biennial budget to ensure the additional stormwater and streets maintenance does not impact levels of service for residents. Although the ILA annexation method does not require property owner or voter approval, many area residents appear largely supportive of the annexation. The annexation boundaries are the optimal alternative available, as the entire contiguous UGA is included.</i>
L9.5: Street system. Annexations should have access from a city street or state highway and should represent a logical and timely expansion of the City's street network. Future street grid system plans should be considered.	<i>The area has access from SR-9 and from within the City's street network via Lake, Park, Pine, and Terrace Avenues, 22nd Street, and 30th Street. Future transportation plans include the annexation area.</i>
L9.6: Vested development. Annexations should not be supported when the action would facilitate vested development proposals that are inconsistent with City standards, regulations, and policies.	<i>The City's predesignations for the area are consistent with the County's current zoning scheme with no loss of property rights on annexation. Vested development would be residential in nature and therefore consistent with City standards, regulations, and policies.</i>
L9.7: Include adjacent rights-of-way. Annexation proposals should generally include adjacent county rights-of-way. The cost of improvements and maintenance should be considered.	<i>Adjacent rights-of-way are included where appropriate. Costs have been estimated for improvements and maintenance of all rights-of-way that will be annexed.</i>
L9.8: Fiscal impact. The fiscal impacts should be considered in evaluating annexation proposals.	<i>A financial analysis was conducted and it was found that with conservative estimates, the fiscal impacts are outweighed by the benefits.</i>
L9.9: Level of service. Service level impacts to existing residents and property owners should be considered in evaluating annexation proposals. Impacts to other service providers should also be considered.	<i>Service levels will increase for residents of the annexation area as their access to water and sewer will improve, as will response times from emergency services. No effect is anticipated to service levels for existing city residents.</i>
L9.10: Existing indebtedness. Annexations should be required to assume a proportionate share of any existing City bonded indebtedness, unless waiving the requirement would achieve other City goals.	<i>Existing indebtedness is unlikely to affect the annexation residents. The City has a low level of debt, with only three current loans related to wastewater treatment plant and sewer upgrades. As the annexation area is not expected to connect to the City's sewer system unless development or redevelopment occurs, it is assumed that the</i>

	<i>debts will be paid off before that happens. Ongoing and future system improvements are built into the rate structures, which may include revenue bonds to pay for larger infrastructure projects. Should a property develop and/or connect to the system, their development and utility connection fees, as well as ongoing usage rates, would be considered their proportionate share of those costs.</i>
H1.1: Housing types. Plan for a wide variety of housing types, sizes, and densities to provide housing and homeownership opportunities to a range of ages and income levels consistent with the Regional Growth Strategy.	<i>The predesignations in the area provide for a variety of housing types, sizes, and densities.</i>
H3.2: Neighborhood amenities. Plan for parks, sidewalks, trails, lighting, and other amenities that promote safety, walkability, and quality of life in neighborhoods.	<i>Adopted development regulations will ensure the area develops with amenities that promote safety and quality of life.</i>

5. PLANNING DATA	
A. Revenues	
1. Estimate expenditures affected by the proposal	<i>Initial cost of \$81,500 with \$108,120 per year. As the area develops the City anticipates increased expenditures to provide additional services for operations and maintenance of roads and utilities, in addition to increased administrative costs.</i>
2. Estimate revenues to be gained by the proposal	<i>The conservative estimate without consideration for new utility connections is over \$150,000 per year</i>
3. Estimate county revenue lost	<i>The City's estimation is based on best available data: \$17,080 (stormwater fees) + \$95,758 (Road Fund property taxes) + \$1,600 (permit revenue) = \$114,438, in addition to minor per capita state shared revenues</i>
4. Estimate county expenditure reduction	<i>The City lacks sufficient data to estimate the reduction in County expenditures.</i>
5. Estimate fire district revenue lost	<i>No impact</i>
6. Estimate fire district expenditure reduction	<i>No impact</i>
7. Estimate other special district revenue/loss	<i>None</i>
8. Estimate other special district(s) expenditure reduction.	<i>None</i>

B. Services	
1. Law Enforcement (if applicable) a. Describe current policy coverage and services provided b. Current emergency and normal response time being experienced c. Initial police protection plan contemplated d. Back-up plan (mutual aid and/or reserve) e. Projected police growth plan contemplated f. Source of dispatch	<i>No change is proposed to law enforcement. The area is currently served by the Snohomish County Sheriff. The City of Snohomish contracts with the Snohomish County Sheriff's office for law enforcement services; a local precinct is maintained in city limits at 230 Maple Avenue. Response times are anticipated to improve as a result of law enforcement personnel proximity, as the local Police Department typically only responds to properties located in city limits. The annexation area will be served by City-contracted personnel, dispatched from 230 Maple Ave.</i>
2. Fire Service (if applicable) a. Nearest station(s) b. Response time c. Are they fully staffed? How many part-time and full time personnel? d. Major equipment at station location (including type and number of emergency vehicles) e. How many fully certified EMT personnel do you have? f. What fire rating applies? g. Source of dispatch	<i>No change is proposed to fire service boundaries. The area is currently within the Fire District #4 territory, and this will not change upon annexation. The Fire District headquarters is currently located at 1525 Avenue D, however a new facility is under construction at 331 Pine Avenue.</i>
3. Water (if provided) a. Directly or by contract b. Storage location(s) and capacity c. Mains to serve the area (diameter and location) d. Pressure station location and measured flow e. Capacity available f. Water source (wells, Everett, etc.) g. Financing of proposed service (LID, ULID, Developer Extension)	<i>To be provided by the City of Snohomish</i> <i>a. Contracted by City of Everett</i> <i>b. The area will not be served by water storage systems/reservoirs</i> <i>c. 12" main on Lake-Pine supplied by 99th St intertie and 12" main on Park Avenue</i> <i>d. None; the system is gravity feed</i> <i>e. yes</i> <i>f. Everett</i> <i>g. Developer extension</i>
4. Sewer (if provided) a. Directly or by contract b. Mains to service the area (diameter and location) c. Gravity or lift station required d. Disposal (city or district treatment plant) e. Capacity available	<i>To be provided by the City of Snohomish</i> <i>a. Directly</i> <i>b. Trunkline 18" diameter at Lake Mount Drive</i> <i>c. Gravity</i> <i>d. City treatment plant</i> <i>e. yes</i>

VI. GENERAL	
6. In case of extensions of services, has an annexation agreement been required?	<i>No extension of services is necessary or required. The annexation area is currently served, and/or will be served by the City.</i>
7. Topography and natural boundaries of the proposal.	<i>The North Lake topography is varied, with areas that are relatively flat, some very gentle grades, and a steep eastern-facing slope to the rural areas beyond. North Lake is defined by the Urban Growth Boundary itself, with the current City of Snohomish municipal boundary on the west and south, and the Urban Growth Area (UGA) boundary to the north and east. The eastern extent is the Old Machias Road right-of-way, located at the toe of the eastern slope. The northern extent brings the city limits closer to US-2 in this area. There are no unincorporated islands, peninsulas, or other irregularities.</i>
8. How much growth has been projected for this area during the next 10-year period? What source is the basis for this projection?	<i>The area underwent a change in Future Land Use designation with the City's 2024 Comprehensive Plan that increased the allowable residential density.</i> <i>99 acres is zoned at 18 units per acre, of which 79 acres is partially used and 22.5 acres is redevelopable.</i> <i>13 acres is zoned at 12 units per acre, of which 5.25 acres is partially-used.</i> <i>The remaining 129 acres is zoned at 6 units per acre, of which 76 acres is partially used, 3 acres is vacant, and 17 acres is redevelopable.</i> <i>Within a ten-year period, growth is expected to be limited to the parcels that are more proximate to existing utility corridors.</i> <i>The sources of this information are the 2023 Housing Characteristics and Needs in Snohomish County (aka the HO-5 report), the 2021 Snohomish County Buildable Lands Analysis, and the City of Snohomish 2024 Comprehensive Plan.</i>
9. Other relevant municipal/community services	<i>None.</i>
10. Service delivery delays	<i>There is no known delay to service delivery at this time.</i>
11. Evaluation of adequacy, cost, rates of service to area.	<i>City staff's evaluation of the service availability, cost, and rates of service is that at present there are no issues that would negatively affect annexed property owners. The City's current agreement with the Fire District and contract with the County sheriff will provide public safety services, and there are no public utilities at this time. Utility mains will be extended to the area as part of new development and will be required to meet City standards and levels of</i>

	<i>service. Residents are allowed to remain on existing water districts and septic systems until their property is developed. There is no planned rate study that would increase costs.</i>
12. Comparative utility and tax cost.	Property Tax – TCA 03665 (87% of annexation area) Snohomish County Levy Rate per \$1,000: \$10.063 City of Snohomish Levy Rate per \$1,000: 9.712 Property Tax – TCA 05726 (13% of annexation area) Snohomish County Levy Rate per \$1,000: \$8.564 City of Snohomish Levy Rate per \$1,000: 9.712 Utility Tax Snohomish County: None City of Snohomish: 5.33% (non-City utilities only)

VII. OBJECTIVES – RCW 36.93.180

1. Preservation of natural neighborhoods and communities.	<i>The annexation area is predominantly characterized by large, underdeveloped and underutilized parcels. North Ridge is an established neighborhood within the annexation area that is included in its entirety to avoid illogical boundaries and islands of unincorporated areas, particularly as the neighborhood is already developed at a suburban density and will retain its Single-Family zoning. The ILA annexation method is likely the only viable way to incorporate this neighborhood. No neighborhoods are present that will be divided by the annexation.</i>
2. Use of physical boundaries, including but not limited to bodies of water, highways, and land contours.	<i>The proposed annexation uses physical and established boundaries. The south and west boundaries are the existing city limits. The east boundary is Old Machias Road and the toe of the Machias slope; this corresponds with the UGA boundary. The north boundary runs along parcel lines between those that take access from 52nd St SE and those that take access from 56th St SE in the annexation area; this also corresponds with the UGA boundary.</i>
3. Creation and preservation of logical service areas.	<i>The annexation does not impact service territories of any districts or special districts in the area, including fire, school, or utilities districts. There are no excluded rights-of-way that should be annexed, so the annexation supports logical service areas. Future development within the annexation area will result in additional roads and sidewalks to support mobility.</i>
4. Prevention of abnormally irregular boundaries.	<i>The boundaries are regular. By purposefully annexing the entire contiguous portion of the UGA, including the North Ridge neighborhood, this objective is supported by the annexation.</i>

5. Discouragement of multiple incorporations of small cities and encouragement of incorporation of cities in excess of 10,000 population in heavily populated urban areas.	<i>The annexation supports this objective, as it would contribute toward the population of the small city of Snohomish, currently just over 10,000 people located in a metropolitan area.</i>
6. Dissolution of inactive special purpose districts.	<i>Not applicable. No special purpose districts will be dissolved or become inactive as a result of this annexation.</i>
7. Adjustment of impractical boundaries.	<i>The annexation supports this objective, as the municipal boundaries in the northeast portion of Snohomish will become more regular and logical as a result.</i>
8. Incorporation as cities or towns or annexations to cities or towns of unincorporated areas which are urban in character.	<i>The annexation area is within the Snohomish UGA and urban level development is planned to occur. However, such development is less likely without annexation due to lack of utility service, multimodal facilities, and low density standards under Snohomish County regulations. The City of Snohomish is the local government unit most appropriate to provide municipal services to this area.</i> <i>The North Ridge neighborhood in this area is already developed to an urban/suburban character. Some residents of this road generally do not support annexation because they do not see a benefit (according to comments given at the County Council public hearing). However, inclusion of the neighborhood supports BRB factors and objectives. Excluding North Ridge from the annexation would create an unincorporated island and a service issue for Snohomish County, as Public Works staff and sheriff's deputies would have to navigate through the city to reach a dead-end street serving approximately 45 households.</i> <i>Attachments document the City's efforts to reach out to property owners of North Ridge, including attending a meeting of the North Ridge Water Corporation meeting in April, 2025. The North Ridge neighborhood represents less than 20% of the total annexation area.</i>
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.	<i>Not applicable. There are no agricultural or rural lands designated for long-term resource use in the area.</i>

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF SNOHOMISH AND SNOHOMISH COUNTY
CONCERNING ANNEXATION AND THE ORDERLY TRANSITION OF SERVICES
FOR THE NORTH LAKE ANNEXATION AREA WITHIN
THE SNOHOMISH URBAN GROWTH AREA PURSUANT TO RCW 35A.14.296**

1. PARTIES

This Interlocal Agreement (“Agreement” or “ILA”) is made by and between the City of Snohomish (“City”), a Washington municipal corporation, and Snohomish County (“County”), a political subdivision of the State of Washington, collectively referred to as the “Parties,” pursuant to 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, INTENT, AND APPLICABILITY

- 2.1 Primary purpose. The purpose of this Agreement is to facilitate the annexation of the North Lake Annexation Area, pursuant to RCW 35A.14.296, herein referred to as the “Annexation Area”, as depicted in Exhibit A and legally described in Exhibit B, and incorporated herein by this reference, and to facilitate the orderly transition of services and, if applicable, responsibility for capital projects from the County to the City at the time of annexation of unincorporated areas of the County to the City.
- 2.2 Orderly transition of services and capital projects. The City and County 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 Subsequent agreements and interpretations. The Parties recognize that amendments to existing interlocal agreements or government service agreements or subsequent agreements on specific topical subjects relating to annexation and service transition may be executed. In the event that any term or provision in this Agreement conflicts with any term or provision in any subsequent agreement, addendum, or amendment, the term or provision in the subsequent agreement, addendum, or amendment shall prevail unless specifically stated otherwise in this Agreement.

2.4 Applicability. This Agreement applies to the Annexation Area by the City, for that geographic area described in Subsection 2.5.1 of this Agreement and will become operational after the effective date of this Agreement.

2.5 Geographic area for annexation.

2.5.1 This agreement shall only be applicable to that portion of the Snohomish Urban Growth Area (UGA) known as the Annexation Area, as depicted in Exhibit A and legally described in Exhibit B. The Annexation Area is generally described as follows, however, in the event of a discrepancy between the legal description contained in Exhibit B and the description below, Exhibit B governs:

a) The entirety of the Snohomish UGA located north of the City that includes the area east of and including 99th Ave SE, west of and including South Machias Rd, and Tax Parcels 28050100101400, 28050100101300, 28050100101200, and 28050100101500.

2.5.2 The Parties recognize that corrections to the legal description (Exhibit B) or map (Exhibit A) or both may be needed after this Agreement has been effectuated to correct errors in accordance with RCW 36.93.130(3). In the event of any such correction, the Parties authorize the annexation to proceed provided that the Parties concur with the correction and the legal description and map submitted as part of the Notice of Intention to Annex filed with Snohomish County Boundary Review Board under RCW 36.93.130.

2.5.3 The Annexation Area does not contain a public use airport and is not within an airport influence area or an airport compatibility area, nor does the Annexation Area include any 100-year flood hazard areas, Snohomish County transfer of development rights receiving areas, and lands designated as an Urban Center, Transit Pedestrian Village, or Urban Village by the County in its comprehensive plan.

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 Snohomish and Snohomish County Concerning Annexation and Urban Development Within the Snohomish Urban Growth Area*, effective March 26, 2003, and recorded under Auditor's File #200304070094 ("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 to update language for relevancy and where specific issues are identified that are not contained in the Master Annexation ILA.

- 3.2 Snohomish County Tomorrow Annexation Principles. The Parties intend that this Agreement be interpreted in a manner that furthers the objectives articulated in the Snohomish County Tomorrow Annexation Principles; however, in the event of a conflict between such Principles and this Agreement, this Agreement shall prevail. For the purpose of this Agreement, the Snohomish County Tomorrow Annexation Principles means that document adopted by the Snohomish County Tomorrow Steering Committee on February 28, 2007, and supported by the Snohomish County Council in Joint Resolution No. 07-026 passed on September 5, 2007. The Snohomish County Tomorrow Annexation Principles are attached to this Agreement as Exhibit C. As used in this Agreement, the term “Six Year Annexation Plan” means the six-year time schedule which will guide annexation goals, as described in the Snohomish County Tomorrow Annexation Principles.
- 3.3 Compliance with RCW 35A.14.296 – Residential Zoning. Under the annexation method in RCW 35A.14.296, the annexation agreement must ensure for a period of five (5) years after the annexation that any parcel zoned for residential development within the annexed area shall maintain a zoning designation that provides for residential development and that the minimum gross residential density of such parcel(s) not be reduced below the density allowed for by the zoning designation for that parcel prior to annexation.
- 3.4 Consistency of annexation. If the Snohomish County Council finds that the proposed annexation of the Annexation Area is consistent with this Agreement and the factors and objectives established in RCW 36.93.170 and 36.93.180, that the health, safety, and general welfare of Snohomish County citizens is not adversely affected by the annexation, the County may not oppose the proposed annexation and may transmit to the Boundary Review Board its support of the proposed annexation.
- 3.5 Public hearings on annexation. In compliance with RCW 35A.14.296(3) and (4), properly noticed hearings on this agreement were held on the following dates:
- Snohomish County: September 24, 2025
City of Snohomish: August 19, 2025
- The public was afforded the opportunity to be heard at all public hearings, and the Parties considered all public comments relating to the City’s annexation prior to approval of this Agreement by their legislative bodies.
- 3.6 Inclusion of Agreement in Notice of Intention. This Agreement shall be included in the City’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.

- 3.7 Effective date of annexation. The annexation of the Annexation Area by the City shall become effective five (5) days after passage and publication of the City's adoption of an annexation ordinance pursuant to RCW 35A.14.296.

4. AMENDMENTS TO THE MASTER ANNEXATION ILA

4.1 Amendment to Subsection 3.1 of the Master Annexation ILA.

The City and the County agree to delete Subsection 3.1 of the Master Annexation ILA in its entirety and replace it with the following language for this Agreement only:

3.1 Urban density requirements. Except as may be otherwise allowed by law, the City agrees to adopt land use designations and zones for the Annexation Area that will ensure that new residential subdivisions and development will achieve a minimum net density¹ of six dwelling units per acre and that will accommodate within its jurisdiction the population, housing, and employment allocation assigned by the County under the GMA for the City and the Annexation Area as established in Appendix B of the Countywide Planning Policies for Snohomish County. Nothing in this subsection shall be deemed as a waiver of the City's right to appeal the assignment of such population and employment allocation under the GMA. After the effective date of an annexation, the zoning adopted by the City for the Annexation Area shall apply to all new permit applications submitted to the City relating to real property within the annexation area.

4.2 Amendment to Section 4 of the Master Annexation ILA.

The City and the County agree to delete Section 4 of the Master Annexation ILA in its entirety and replace it with the following language for this Agreement only:

4. PROCESSING OF PERMITS IN THE ANNEXATION AREA

4.1 Definitions. For the purposes of this Agreement, the following definitions apply:

"Building permit application" shall mean an application for permission issued by the authorizing jurisdiction that allows for the construction of a structure, and includes repair, alteration, or addition of or to a structure.

¹ For the 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 net 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.

“Associated permit application” shall mean an application for mechanical, fire-related, plumbing and/or sign permit for a structure authorized pursuant to a building permit.

“Land use permit application” shall mean an application for any land use or development permit or approval and shall include, by way of example and not by way of limitation, any of the following: subdivisions, planned residential developments, short subdivisions, binding site plans, site plan applications, single family detached unit developments, conditional uses, special uses, rezones, shoreline substantial development permits, grading or land disturbing activity permits, and variances. A “land use permit application” shall not include a “building permit application” except for non-single family building permits for structures greater than 4,000 square feet in size.

“Pending permit applications” shall mean all building permit applications, associated permit applications, and land use permit applications relating to real property located in an annexation area that are either (i) still under review by the County on the effective date of the annexation, or (ii) for which a decision has been issued but an administrative appeal is pending on the effective date of the annexation.

“Permit review phase” shall mean a discrete stage of or discrete activity performed during a jurisdiction’s review of a pending permit application that has logical starting and stopping points. By way of example, and not by way of limitation, applications for subdivisions and short subdivisions are deemed to have the following permit review phases: (i) preliminary plat approval; (ii) plat construction plan approval; (iii) revision, alteration or modification of a preliminary plat approval; (iv) construction inspection; (v) final plat processing; and (vi) final plat approval and acceptance. When it is not clear which activities related to the review of a particular pending permit application constitute a distinct permit review phase, the Parties shall determine same by mutual agreement, taking into account considerations of convenience and efficiency.

4.2 City consultation on County land use permit applications. After the effective date of this Agreement, the County agrees to give the City timely written notice and opportunity to view all land use permit applications (as that term is defined in Subsection 4.1 of this Agreement) inside the Annexation Area. When required and provided for in Title 30 of Snohomish County Code, the County will invite City staff to attend meetings between County staff and the applicant relating to such permit applications.

4.3 Review of County land use permit applications. The County will review all land use permit applications under County jurisdiction in the Annexation Area consistent with all applicable laws, regulations, rules, policies, and agreements including, but not limited to, the applicable provisions of this Agreement, the State Environmental Policy Act (Chapter 43.21C RCW) and the Snohomish County Code.

4.4 Permits issued by County prior to effective date of annexation. All building permits, associated permits, and land use permits and approvals relating to real property located in the Annexation Area that were issued or approved by the County prior to the effective date of the annexation shall be given full effect by the City after the annexation becomes effective. Any administrative appeals of such decisions that are filed after the effective date of the annexation shall be filed with the City and handled by the City pursuant to the City's municipal code. The County agrees that it shall reasonably make its employees available as witnesses at no cost to the City if necessary to provide assistance on appeals of decisions made by the County prior to the effective date of the annexation.

4.5 Enforcement of County conditions. Any conditions imposed by the County relating to the issuance or approval of any of the permits described in Subsection 4.4 shall be enforced by the City after the effective date of the annexation to the same extent the City enforces its own permit conditions. The County agrees that it shall reasonably make its employees available, at no cost to the City, to provide assistance in enforcement of conditions on permits originally processed and issued by the County.

4.6 Pending permit applications.

4.6.1 Vesting. The Parties agree that any complete building permit application, associated permit application or land use permit application relating to real property located in the Annexation Area that is submitted to the County prior to the effective date of the annexation and that has vested under Washington statutory, common law, or the Snohomish County Code shall remain subject to the development regulations of the County that were in effect at the time the permit application was deemed complete by the County, notwithstanding any subsequent annexation.

4.6.2 Automatic transfer of authority regarding permits. The Parties understand and agree that the police power relating to real property located in the Annexation Area automatically transfers from the County to the City on the effective date of the annexation. The Parties understand and agree that it is the police power that provides local jurisdictions with the authority to impose and implement building and land use regulations. Accordingly, the Parties understand and agree that, as a matter of law, all responsibility for and authority over pending permit applications automatically transfers from the County to the City on the effective date of the annexation.

4.6.3 Completing the active phase of review. The Parties agree that to facilitate an orderly transfer of pending permit applications to the City after the effective date of the annexation, it is desirable for the County to continue processing all

pending permit applications through the completion of the permit review phase that was in progress on the effective date of the annexation. Accordingly, beginning on the effective date of the annexation governed by this Agreement, the County shall act as the City's agent for the limited purpose of reviewing and processing all pending permit applications until such time as County personnel have completed the permit review phase that was in progress on the effective date of the annexation at issue. Upon completion of such permit review phase relating to any particular pending permit application, the County shall transfer all materials relating to the pending permit application to the City. After such transfer, the City shall perform all remaining permit review, approval, and issuance activities.

4.6.4 Administrative appeals. Notwithstanding anything to the contrary contained in Subsection 4.6.3, the Parties agree that it is not desirable for the County's quasi-judicial hearing officers or bodies to act as agents for the City for the purposes of hearing and deciding administrative appeals of permit decisions on behalf of the City, but it is also not desirable to disrupt an administrative appeal that is already in progress on the effective date of the annexation. Accordingly, if the permit review phase that was in progress on the effective date of the annexation was an administrative appeal of a decision made by the County, then that administrative appeal shall be handled as follows:

- (i) If the appeal hearing has not yet occurred as of the effective date of the annexation, then all materials related to the appeal shall be transferred to the City as soon as reasonably possible after the effective date of the annexation and the appeal shall be handled by the City pursuant to the procedures specified in the City's municipal code. The County agrees that it shall reasonably make its employees available as witnesses at no cost to the City if necessary to provide assistance to the City on appeals for decisions that were made by the County prior to the effective date of the annexation;
- (ii) If the appeal hearing has already occurred as of the effective date of the annexation, but no decision has yet been issued by the County's quasi-judicial hearing officer or body, then the County's quasi-judicial hearing officer or body shall act as an agent for the City and issue a timely decision regarding the administrative appeal on behalf of the City; or
- (iii) If a decision regarding the administrative appeal was issued by the County's quasi-judicial hearing officer or body prior to the effective date of the annexation, but a timely request for reconsideration was properly filed with the County prior to the effective date of the

annexation, then the County's quasi-judicial hearing officer or body shall act as an agent for the City and issue a timely decision on reconsideration on behalf of the City.

4.6.5 Effect of decisions by the County regarding permit review phases. The City shall respect and give effect to all decisions made in the ordinary course by the County regarding those permit review phases, as defined in Subsection 4.1, for a pending permit application within the Annexation Area that are completed by the County prior to the effective date of such annexation, or on behalf of the City after the effective date of annexation. Nothing herein shall deny the City its right to appeal, or continue an existing appeal, of any appealable decision made by the County prior to the effective date of an annexation.

4.6.6 Proportionate sharing of permit application fees. The Parties agree to proportionately share the Title 30 Snohomish County Code (SCC) permit application fees for pending permit applications. Proportionate shares will be calculated based on the County's permitting fee schedule. Relating to each pending permit application, the County shall retain that portion of the permit application fees that may be allocated to the phases of review completed by the County prior to the effective date of the annexation. In compensation for the County's work in reviewing pending permit applications on behalf of the City, the County shall also retain that portion of the Title 30 SCC permit application fees that may be allocated to the phase(s) of review completed by the County while acting as an agent of the City. Within a reasonable time after the completion of a permit review phase, the County shall transfer to the City any remaining portion of the Title 30 SCC permit application fees collected, which shall be commensurate with the amount of work left to be completed relating to the pending permit application at the time the pending permit application is transferred to the City.

4.6.7 Deferred impact fees. Impact fees that were deferred under the provisions of Chapter 30.66A, 30.66B, or 30.66C SCC for building permits issued by the County on properties within the Annexation Area prior to the effective date of the annexation shall be owed to the County per the requirements of the liens recorded against those properties. For permit applications submitted to the County but not yet issued prior to the effective date of the annexation, the City agrees to review any requests for impact fee deferral that were submitted to the County.

4.6.8 Dedications or conveyances of real property. The Parties acknowledge and agree that after the effective date of the annexation the County Council will have no authority to accept dedications or other conveyances of real property to the public relating to real property located in the area that has been annexed by the City; provided, however, that the County may accept dedication or other

conveyances of real property when granted, dedicated, or otherwise conveyed specifically to Snohomish County, for such purposes, that include but are not limited to, expanding County owned and operated facilities that were retained by the County within the annexed area. Accordingly, notwithstanding anything to the contrary contained elsewhere in this Section 4, after the effective date of the annexation governed by this Agreement, the approval and acceptance of final plats, final short plats, or other instruments or documents dedicating or conveying to the public an interest in real property located in the annexed area will be transmitted to the City for acceptance by the City.

4.7 Judicial appeals of permit decisions. The County shall protect, save harmless, indemnify and defend, at its own expense, the City, its elected and appointed officials, officers, employees, volunteers and agents, from any loss or claim for damages of any nature whatsoever arising out of land use decisions regarding building permit applications, associated permit applications, and/or land use permit applications relating to real property located in the Annexation Area that were issued by the County prior to the effective date of the annexation. The City shall protect, save harmless, indemnify and defend, at its own expense, the County, its elected and appointed officials, officers, employees, volunteers and agents, from any loss or claim for damages of any nature whatsoever arising out of land use decisions regarding building permit applications, associated permit applications, and/or land use permit applications relating to real property located in the Annexation Area that are issued after the effective date of the annexation. The term “land use decision” as used in this Subsection 4.7 is the same as the definition of “land use decision” as defined in RCW 36.70C.020(2). The County agrees that it shall reasonably make its employees available as witnesses at no cost to the City if necessary to provide assistance to the City on appeals of decisions issued by the County prior to the effective date of the annexation or in its capacity as an agent of the City.

4.8 Permit renewal or extension. After the effective date of annexation, any request or application to renew or extend a building permit, an associated permit or a land use permit relating to real property located in the annexed area shall be submitted to and processed by the City, regardless of whether such permit was originally issued by the County or the City.

4.9 Administration of bonds. The County’s interest in any outstanding performance security, maintenance security or other bond or security device of the bond or security device at issue or for some other reason, then the County shall continue to administer the bond or security device until the earlier to occur of the following: (i) the work guaranteed by the bond or security device has been properly completed; (ii) the City has been provided with an acceptable substitute bond or security device; or (iii) the bond or security device has been foreclosed. For bonds and security devices that the County continues to administer after the

effective date of annexation, the City shall notify the County when either the work guaranteed by the bond or security device is completed, or when the City is provided with an acceptable substitute bond or security device, at which time the County shall release the original bond or security device. Should it become necessary to foreclose any bond or security device the County continues to administer after the effective date of annexation, the Parties shall cooperate to perform such foreclosure.

4.10 Building and land use code enforcement cases. Any pending building or land use code enforcement cases relating to real property located in the 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 that it shall reasonably make its employees available as witnesses at no cost to the City if necessary to prosecute 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.

4.3 Amendment to Section 5 of the Master Annexation ILA.

The City and the County agree to delete Section 5 of the Master Annexation ILA in its entirety and replace it with the following language for this Agreement only:

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

5.1 Records to be transferred. Prior to and following the annexation, and upon the City's request in writing, copies of County records relevant to jurisdiction, the provision of government services, and permitting within the Annexation Area may be copied and transferred to the City in accordance with the procedure identified in Subsection 5.2 of this Agreement. Said records shall include, but are not limited to, the following records from the Snohomish County Department of Public Works, the Snohomish County Department of Planning and Development Services, and the Business Licensing Department of the Snohomish County Auditor's office: all permit records and files, inspection reports and approved plans, GIS data and maps in both printed and electronic versions, approved zoning files, code enforcement files, fire inspection records, easements, plats, databases for land use, drainage, street lights, streets, regulatory and animal license records, records relating to data on the location, size and condition of utilities, and any other records pertinent to the transfer of services, permitting and jurisdiction from the County to the City. The County reserves the right to withhold confidential or privileged records. In such cases where the County opts to withhold such records, it shall provide the City with a list identifying the records withheld and the basis for withholding each record.

5.2 Procedure for copying. The City records staff shall discuss with the County records staff the types of records identified in Subsection 5.1 of this Agreement that are available for the annexed area, the format of the records, the number of records, and any additional information pertinent to a request of records. Following this discussion, the County shall provide the City with a list of the available files or records in its custody. The City shall select records from this list and request in writing their transfer from the County to the City. The County shall have a reasonable time to collect, copy, and prepare for transfer the requested records. All copying costs associated with this process shall be borne by the City. When the copied records are available for transfer to the City, the County shall notify the City and the City shall arrange for their delivery.

5.3 Electronic data. In the event that electronic data or files are requested by the City, the City shall be responsible for acquiring any software licenses that are necessary to use the transferred information.

5.4 Custody of records. The County shall retain permanent custody of all original records. No original records shall be transferred from the County to the City. As the designated custodian of original records, the County shall be responsible for compliance with all legal requirements relating to their retention and destruction as set forth in Subsection 5.5 of this Agreement.

5.5 Records retention and destruction. The County agrees to retain and destroy all public records pursuant to this Agreement consistent with the applicable provisions of Chapter 40.14 RCW and the applicable rules and regulations of the Secretary of State, Division of Archives and Records Management.

5.6 Public records requests. Any requests for copying and inspection of public records shall be the responsibility of the party receiving the request. Requests by the public shall be processed in accordance with Chapter 42.56 RCW and other applicable law. If the County considers any portion of a record provided to the City to be confidential, the County shall clearly identify the portion of the record it claims to be confidential. If the City receives a request for any portion of a record the County has identified as confidential, the City agrees to withhold from disclosure documents which the County has requested remain confidential and not be disclosed where disclosure is not, in the City's sole determination, mandated by law. In the event the City determines the release of the record is required, the City shall notify the County (i) of the request and (ii) of the date the record will be released unless the County obtains a court order to enjoin the disclosure pursuant to RCW 42.56.540. If the County fails to timely obtain a court order, the City will release the record on the date specified.

4.4 Amendment to Subsection 8.1 of the Master Annexation ILA.

The City and the County agree to delete Subsection 8.1 of the Master Annexation ILA in its entirety and replace it with the following language for this Agreement only:

- 8.1 Annexation of County right-of-way. Except for noncontiguous municipal purpose annexations under RCW 35.13.180 or 35A.14.300, the City, pursuant to RCW 35A.14.410, agrees to annex all County right-of-way within and adjacent to this annexation area. As used in section 8 of this agreement, "County right-of-way" means "County right-of-way" as defined in SCC 13.02.340. The City agrees to assume full ownership, legal control, maintenance, monitoring, and other responsibility for all County right-of-way and associated drainage facilities within the annexed area upon the effective date of annexation, unless otherwise mutually agreed in writing.

- 4.5 Amendment to Subsection 8.4.2 of the Master Annexation ILA.

The City and the County agree to delete Subsection 8.4.2 of the Master Annexation ILA in its entirety and replace it with the following language for this Agreement only:

8.4.2 Transfer of concurrency and road impact mitigation fees payments. The County collects impact fees payments as a condition of land development permits pursuant to Chapter 30.66B of the Snohomish County Code (SCC) for system improvements identified in the Transportation Element (TE) of the County's Comprehensive Plan and the road system impact fee cost basis established in the County's Transportation Needs Report (TNR). Where the annexation area includes system improvement(s) for which impact fees have been collected and which remain programmed for improvement(s), the County and City will negotiate fee transfers of all or a portion of these payments to the City for the improvements. Since the City is not annexing any impact fee cost basis system improvements as part of this annexation, no impact fees collected by the County will be transferred to the City.

- 4.6 Amendment to Subsection 8.4.3 of the Master Annexation ILA.

The City and the County agree to delete Subsection 8.4.3 of the Master Annexation ILA in its entirety and replace it with the following language for this Agreement only:

8.4.3 Reimbursement for capital facilities investment. There will be no reimbursement from the City to the County for existing capital improvements included in this annexation area. However, the County and the City may agree to develop separate agreements for cost sharing for new capital improvement

projects.

4.7 Amendment to Subsection 8.6 of the Master Annexation ILA.

The City and the County agree to delete Subsection 8.6 of the Master Annexation ILA in its entirety and replace it with the following language for this Agreement only:

8.6 Maintenance Services. Any County maintenance within the Annexation Area after the effective date of the Annexation will be by separate service agreement negotiated between the Parties. However, once the annexation is approved, a segment of South Machias Rd. approximately 600 feet in length, from where the southeastern most point of the North Lake Annexation meets South Machias Road northward to where South Machias Road intersects with Old Machias Road will be isolated from the rest of the City street system. The Parties agree that the County can more efficiently provide basic maintenance services for this section of roadway until the time that this section of roadway is connected to the rest of City street system or when more of South Machias Road is annexed. The Parties agree to negotiate and enter into an intergovernmental services agreement for the maintenance of this section of roadway to be executed as soon as is practicable after approval of the annexation.

4.8 Amendment to Subsection 9.1 of the Master Annexation ILA.

The City and the County agree to delete Subsection 9.1 of the Master Annexation ILA in its entirety and replace it with the following language for this Agreement only:

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. The County agrees to provide a list of all such known surface water management improvements and facilities to the City.

4.9 Amendment to Subsection 9.2 of the Master Annexation ILA.

The City and the County agree to delete Subsection 9.2 of the Master Annexation ILA in its entirety and replace it with the following language for this Agreement only:

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.

4.10 Additional amendments to Section 9 of the Master Annexation ILA.

The City and the County agree to add new subsections 9.4, 9.5, and 9.6 to Section 9 of the Master Annexation ILA as follows for this Agreement only:

9.4 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.

9.5 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.

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

9.6.1 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.

9.6.2 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.

4.11 Amendment to Section 12 of the Master Annexation ILA.

The City and the County agree to delete Section 12 of the Master Annexation ILA in its entirety and replace it with the following language for this Agreement only:

12. FIRE MARSHAL SERVICES.

12.1 Fire Marshal services after annexation. After the effective date of the annexation, the County shall no longer be responsible for fire inspections, fire code enforcement, or fire investigations within the annexed area, unless there is an established interlocal agreement for these services. Any further actions or enforcement will be at the discretion of the City.

5. 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.

6. DISPUTE RESOLUTION

Except as herein provided, no civil action relating 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 jurisdiction shall be responsible for the costs of their own legal representation. Either 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 regarding the annexation process or responsibilities of the parties prior to any Boundary Review Board hearing on a proposed annexation, if possible.

7. HONORING EXISTING AGREEMENTS

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.

8. RELATIONSHIP TO EXISTING LAWS AND STATUTES

- 8.1 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 Parties retain the ultimate authority for land use and development decisions within their respective jurisdictions. By executing this Agreement, the Parties do not intend to abrogate the decision-making responsibility or police powers vested in them by law.
- 8.2 Without limitation of the foregoing, nothing in this Agreement shall be construed as waiving, abridging or otherwise limiting the future legislative discretion or authority of either the Snohomish County Council or the Snohomish City Council.

9. EFFECTIVE DATE, DURATION AND TERMINATION

- 9.1 Effective Date. As provided by RCW 39.34.040, this Agreement shall not take effect unless and until it has: (i) been duly executed by both parties, and (ii) has either been filed with the County Auditor or posted on the County's Interlocal Agreements website.
- 9.2 Duration. This Agreement shall be in full force and effect through December 31, 2040. If the parties desire to continue the terms of the existing Agreement after the Agreement is set to expire, the parties may either negotiate a new agreement or extend this Agreement through the amendment process.
- 9.3 Termination. Either 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.

10. INDEMNIFICATION AND LIABILITY

- 10.1 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, volunteers, and agents, from any loss, suit or claim (collectively "Claims") 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 of the County, its elected and appointed officials, officers, employees, volunteers, or agents. The City's obligations under this Subsection 10.1 shall expressly exclude any Claims challenging or otherwise concerning the validity and/or substantive content of any ordinances, regulations, policies or rules (collectively "County Enactments") originally enacted by the County. The forgoing exclusion does not include any Enactments that are subsequently adopted by reference by the City.

- 10.2 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, volunteers, and agents from any loss, suit or claim (collectively "Claims") 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 of the City, its elected and appointed officials, officers, employees, volunteers, or agents. The County's obligations under this Subsection 10.2 shall expressly exclude any Claims challenging or otherwise concerning the validity and/or substantive content of any ordinances, regulations, policies or rules (collectively "City Enactments") originally enacted by the City.
- 10.3 Extent of liability. In the event of liability for damages of any nature whatsoever arising out of the performance of this Agreement by the Parties, 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 Parties, their officers, officials, employees, and volunteers, each party's liability hereunder shall be only to the extent of that party's negligence.
- 10.4 Industrial Insurance. For purposes of indemnification only, the parties, by mutual negotiation, hereby waive, as respects the other party only, any immunity that would otherwise be available against such claims under the industrial insurance provisions of Title 51 RCW.
- 10.5 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, and any liability for any loss or claim of damage of any nature whatsoever arising out of the County's processing of building permit applications, associated permit applications and land use permit applications prior to annexation.

10.6 Survivability. The provisions of this subsection shall survive the expiration or termination of this Agreement with respect to acts and omissions occurring during the effective term hereof.

11. 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.

12. EXERCISE OF RIGHTS OR REMEDIES

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

13. 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. Public records will be retained and destroyed according to Subsection 5.5 of the Master Annexation ILA, as amended in Section 4.3 of this Agreement.

14. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the Parties concerning annexation within the Annexation Area, except as set forth in Subsection 2.3 and Sections 3 and 4 of this Agreement.

15. 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.

16. CONTINGENCY

The obligations of the Parties 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 or County may terminate the Agreement under Subsection 9.3 of this Agreement, subject to renegotiation under those new funding limitations and conditions.

17. FILING

A copy of this Agreement shall be filed with the Snohomish City Clerk and posted on the Snohomish County website pursuant to RCW 39.34.040.

18. ADMINISTRATORS AND CONTACTS FOR AGREEMENT

The Administrators and contact persons for this Agreement are:

Brooke Eidem, Planning Director
City of Snohomish
City Hall
116 Union Avenue
Snohomish, WA 98290
(360) 568-3115

Mike McCrary, Director
Snohomish County
Department of Planning and Development Services
3000 Rockefeller Avenue
Everett, WA 98201
(425) 388-3311

19. 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.

20. 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 Agreement and to undertake the actions contemplated herein and that this Agreement is enforceable in accordance with its terms.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties have signed this Agreement, effective on the later date indicated below or when the provisions of Subsection 9.1 are met, whichever date is later.

THE CITY:

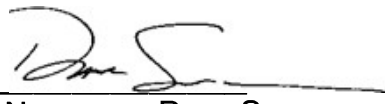
The City of Snohomish, a Washington municipal corporation

By 
Name: Linda Redmon
Title: Mayor

Date: 08/21/2025

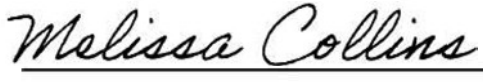
THE COUNTY:

Snohomish County, a political subdivision of the State of Washington

By 
Name: Dave Somers
Title: County Executive

Date: 9/30/2025

ATTEST:


City Clerk/Treasurer

Approved as to Form:


Emily Guildner (Aug 21, 2025 12:48:18 PDT)
City Attorney

ATTEST:


Asst. Clerk of the County Council

Approved as to Form:

Richmond,
Christina
Digitally signed by Richmond, Christina
Date: 2025.07.11 16:25:05 -07'00'
Deputy Prosecuting Attorney

Reviewed by Risk Management:

APPROVED () OTHER ()

Explain. Barker,
Signed: Sheila
Digitally signed by Barker, Sheila
Date: 2025.07.11 19:42:04 -07'00'

Date: _____

North Lake Annexation

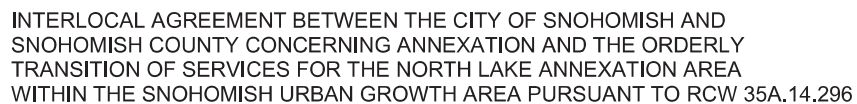


EXHIBIT B – LEGAL DESCRIPTION OF ANNEXATION AREA

A PORTION OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 28 NORTH, RANGE 5 EAST AND THE NORTHEAST QUARTER, NORTHWEST QUARTER, SOUTHEAST QUARTER AND SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 28 NORTH, RANGE 6 EAST AND THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 28 NORTH, RANGE 6 EAST WILLAMETTE MERIDIAN, SNOHOMISH COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE EAST 150 FEET OF THE SOUTH HALF OF THE EAST HALF OF THE EAST HALF OF GOVERNMENT LOT 1 OF SAID SECTION 1 BEING A POINT ON THE EXISTING CITY LIMITS OF SNOHOMISH, CITY OF SNOHOMISH ORDINANCE NUMBER 2052; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF GOVERNMENT LOT 1 OF SAID NORTHEAST QUARTER SECTION 1, TO THE EAST MARGIN OF 99TH AVE SE (LAKE ST);
THENCE SOUTH ALONG THE EAST MARGIN OF 99TH AVE SE (LAKE ST) TO THE NORTH LINE OF SNOHOMISH COUNTY SHORT PLAT 148 (3-78), AUDITORS FILE NUMBER 7804280348;
THENCE EAST ALONG SAID NORTH LINE OF SAID SHORT PLAT 148 (3-78) TO THE EAST LINE OF SAID SHORT PLAT 148 (3-78);
THENCE SOUTH ALONG THE EAST LINE OF SAID SHORT PLAT 148 (3-78) TO NORTH LINE OF THE SOUTH FIVE ACRES OF THE WEST HALF OF GOVERNMENT LOT 4 OF SAID NORTHWEST QUARTER SECTION 6;
THENCE EAST ALONG THE NORTH LINE OF SAID SOUTH 5 ACRES TO THE EAST LINE OF SAID WEST HALF GOVERNMENT LOT 4;
THENCE SOUTH ALONG THE EAST LINE OF THE SOUTH HALF OF THE WEST HALF OF SAID GOVERNMENT LOT 4 TO THE SOUTH LINE OF THE NORTH 396 FEET OF SAID GOVERNMENT LOT 4;
THENCE EAST ALONG THE SOUTH LINE OF SAID NORTH 396 FEET TO THE EAST LINE OF THE WEST HALF OF THE EAST HALF OF SAID GOVERNMENT LOT 4;
THENCE NORTH ALONG THE EAST LINE OF THE WEST HALF OF THE EAST HALF OF SAID GOVERNMENT LOT 4 TO THE NORTH LINE OF THE SOUTH HALF OF SAID GOVERNMENT LOT 4; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF SAID GOVERNMENT LOT 4 TO THE WEST LINE OF GOVERNMENT LOT 3 OF SAID NORTHWEST QUARTER SECTION 6;
THENCE SOUTH ALONG THE WEST LINE OF SAID GOVERNMENT LOT 3 TO THE NORTH LINE OF THE SOUTH 284 FEET OF SAID GOVERNMENT LOT 3;
THENCE EAST ALONG THE NORTH LINE OF SAID SOUTH 284 FEET TO THE EAST LINE OF THE WEST HALF OF SAID GOVERNMENT LOT 3;
THENCE NORTH ALONG THE EAST LINE OF THE WEST HALF OF SAID GOVERNMENT LOT 3

INTERLOCAL AGREEMENT BETWEEN THE CITY OF SNOHOMISH AND
SNOHOMISH COUNTY CONCERNING ANNEXATION AND THE ORDERLY
TRANSITION OF SERVICES FOR THE NORTH LAKE ANNEXATION AREA
WITHIN THE SNOHOMISH URBAN GROWTH AREA PURSUANT TO RCW 35A.14.296

TO THE NORTH LINE OF THE SOUTH HALF OF SAID GOVERNMENT LOT 3;
THENCE EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF SAID GOVERNMENT LOT 3 TO THE EAST LINE OF SAID GOVERNMENT LOT 3;
THENCE SOUTH ALONG THE EAST LINE OF SAID GOVERNMENT LOT 3 TO THE SOUTHEAST CORNER OF SAID GOVERNMENT LOT 3;
THENCE EAST ALONG THE SOUTH LINE OF GOVERNMENT LOT 2 OF SAID NORTHEAST QUARTER OF SECTION 6 TO THE SOUTHEAST CORNER OF SAID GOVERNMENT LOT 2;
THENCE NORTH ALONG THE EAST LINE OF SAID GOVERNMENT LOT 2 TO THE NORTHWEST CORNER OF EXHIBIT "D" OF BOUNDARY LINE ADJUSTMENT NUMBER 119-84 AUDITOR FILE NUMBER 8410300330;
THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID EXHIBIT "D" TO A POINT OPPOSITE OF HIGHWAY ENGINEER'S STATION (HEREINAFTER REFERRED TO AS HES) LM 322+00 ON THE LM LINE SURVEY OF SR 2, FOBES HILL TO WESTWICK ROAD AND 180 FEET SOUTHWESTERLY THEREFROM;
THENCE SOUTHEASTERLY TO A POINT OPPOSITE HES LM 323+00 ON SAID SURVEY LINE AND 180 FEET SOUTHWESTERLY THEREFROM;
THENCE SOUTHERLY TO A POINT OPPOSITE HES LM 324+00 ON SAID SURVEY LINE AND 320 FEET WESTERLY THEREFROM TO THE NORTHEASTERLY LINE OF BOUNDARY LINE ADJUSTMENT 12-110745 AUDITOR FILE NUMBER 201311150461;
THENCE NORTHWESTERLY TO THE EASTERLY MARGIN OF OLD MACHIAS ROAD;
THENCE SOUTHERLY ALONG THE WESTERLY LINE OF BOUNDARY LINE ADJUSTMENT 12-110745 TO A POINT 76.70 FEET, MORE OR LESS, WESTERLY OF AND PERPENDICULAR TO MR STATION 11 +50 OF SNOHOMISH COUNTY ENGINEER'S SURVEY #2464, SNOHOMISH-MACHIAS ROAD REVISION RIGHT OF WAY PLAN DA TED JULY 1981;
THENCE SOUTHEASTERLY TO THE EASTERLY MARGIN OF SNOHOMISH-MACHIAS ROAD TO A POINT THAT IS 30.00 FEET RIGHT OF MR STATION 11+00 OF SAID SURVEY #2464;
THENCE SOUTHERLY ALONG THE SAID EASTERLY MARGIN OF SNOHOMISH-MACHIAS ROAD TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 5;
THENCE WEST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 5 TO THE EAST LINE OF SAID SECTION 6;
THENCE WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 TO A POINT ON THE WESTERLY MARGIN OF SNOHOMISH-MACHIAS ROAD, BEING A POINT ON THE EXISTING CITY LIMITS OF SNOHOMISH, CITY OF SNOHOMISH ORDINANCE NUMBER 1710;
THENCE WESTERLY, NORTHERLY, SOUTHERLY AND EASTERLY ALONG THE EXISTING CITY LIMITS OF SNOHOMISH, ORDINANCE NUMBERS 1710, 1853, AND 2052 TO THE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

EXHIBIT C – 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.

[The remainder of this page is intentionally left blank.]