INTERLOCAL AGREEMENT
BETWEEN THE TOWN OF WOODWAY AND SNOHOMISH COUNTY CONCERNING ANNEXATION AND URBAN DEVELOPMENT WITHIN THE WOODWAY MUNICIPAL URBAN GROWTH AREA

1. PARTIES

This Interlocal Agreement ("Agreement" or "ILA") is made by and between the Town of Woodway ("Town"), 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) (GMA), 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 Purpose. The purpose of this Agreement is to facilitate an orderly transition of services and responsibility for capital projects from the County to the Town at the time of annexation of unincorporated areas of the County to the Town. This Agreement between the Town and the County also addresses joint transportation system planning and the policies and procedures for reciprocal review and mitigation of interjurisdictional transportation system impacts of land development.

2.2 Snohomish County Tomorrow Annexation Principles. The County and the Town 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 A.

2.3 Establish a framework for future annexations. The Town and County intend that this Agreement provide a framework for future annexations within the Woodway Municipal Urban Growth Area (MUGA), to implement urban development standards within the Woodway MUGA prior to annexation, to plan for and fund capital facilities in the unincorporated portion of the Woodway MUGA, and to enable consistent responses to future annexations.

2.4 Subsequent agreements and interpretations. The Town and County recognize that this Agreement includes general statements of principle and policy, and that addenda or 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. By way of example only, and not by way of limitation, the Town and County contemplate that such subsequent amendments or agreements might address the following types of issues: roads and traffic impact mitigation; surface water management; parks, recreation and open space; police services; fire marshal services; permit review services; revenue- and cost-sharing; common zoning and development standards; and sub-area planning. In addition, a subsequent agreement or an addendum to this Agreement might address issues related to the annexation of a specific area. 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.

2.5 Applicability. This Agreement applies during its term to all annexations by the Town, when the Town elects to pursue such an annexation pursuant to this Agreement, within the geographic areas described below in Subsection 2.6. Nothing herein shall restrict the Town from exercising its rights to pursue an annexation without the benefit of this Agreement, and nothing herein shall restrict the County from opposing such an annexation before the Boundary Review Board.

2.6 Geographic areas eligible for annexation.

2.6.1 Appendix A of the Snohomish County Countywide Planning Policies, as now existing or hereafter amended, identifies the Woodway MUGA in the Southwest County UGA Boundaries Map, attached hereto as Exhibit B of this Agreement (Woodway MUGA). The Town may consider future annexations within the current Woodway MUGA. Future annexations may be phased. "Phase One" annexations may include the area designated as Urban Low Density Residential (ULDR) on the County's future land use map (FLUM) within the current Woodway MUGA, and may include the portion of the railroad right-of-way adjacent to the western edge of the area designated ULDR so that the entire width of railroad right-of-way is included in a Phase One annexation, but not that portion of railroad right-of-way that is bordered by properties designated Urban Village (UV) along both the eastern and western edges. "Phase Two" and other phases of future annexations may include any other areas within the current Woodway MUGA, including areas designated Urban Village (UV) and Urban Industrial (UI) on the FLUM within the current Woodway MUGA. Phase Two and other phases of future annexations conducted by the Town pursuant to this Agreement shall require further negotiation of a separate agreement or agreements as contemplated in Section 15 of this Agreement to address the

more complex issues between the County and the Town related to the proposed development of these areas, unless both parties agree that such an agreement is not necessary.

2.6.2 If the Town proposes any annexation that includes territory located outside of the Woodway MUGA as identified in the Southwest County UGA Boundaries Map as shown on Exhibit B of this Agreement, and the cities adjacent to the affected area and the Town have reached formal agreement on the proposed annexation boundaries, the County may not oppose the annexation based solely on such territory being outside the Woodway MUGA.

2.6.3 If the Town proposes any annexation that includes territory located within another city's MUGA, as identified in the Southwest County UGA Boundaries Map and the city in whose MUGA such territory is located and the Town have reached formal agreement on the proposed annexation boundaries, the County may not oppose the annexation based solely on such territory being included in another city's MUGA.

3. GENERAL PROVISIONS

3.1 Consistency of annexation. If the Snohomish County Council finds that a proposed annexation by the Town within the Woodway MUGA is consistent with this Agreement and the goals 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, and that an addendum pursuant to Section 15 of this Agreement is completed or is not necessary, the County may not oppose the proposed annexation and may send a letter to the Boundary Review Board in support of the proposed annexation.

3.2 Public facilities and services. The Town and County share a commitment to ensure that public facilities and services which are within the funding capacities of the Town and County will be adequate to serve development within the Woodway MUGA at the time such development is available for occupancy and use without decreasing current service levels below locally established minimum standards.

3.3 Reciprocal mitigation and impact fees. The Town and County believe it is in the best interest of the citizens of both jurisdictions to enable reciprocal imposition of impact mitigation requirements and regulatory conditions for improvements in the respective jurisdictions. Separate interlocal agreements on reciprocal mitigation may be negotiated after the effective date of this Agreement as described in Subsection 2.4 of this Agreement. Whether impact fees can be collected and transferred between the County and the Town will depend, in part, on the circumstances of any individual annexation, the plans of the jurisdictions to

provide improvements for the benefit of the annexed area, and the terms of any subsequent interlocal agreement.

3.4 Joint planning provision. The Town and County recognize the need for joint planning to establish local and regional facilities the jurisdictions have planned or anticipate for the area, to identify ways to jointly provide these facilities, and to identify transition of ownership and maintenance responsibilities as annexations occur. This need may result in mutual ongoing planning efforts, joint capital improvement plans, and reciprocal impact mitigation. By way of example only, and not by way of limitation, joint planning issues may include: planning, design, funding right-of-way acquisition, construction, and engineering for road projects; regional transportation plans; infrastructure coordination; watershed management planning; capital construction and related services; parks, recreation, and open space; permit review services (particularly for urban centers); revenue and cost-sharing; adoption of common zoning and development standards; and sub-area planning.

3.5 Town to adopt County codes and ordinances. The Town agrees to adopt by reference the County codes and ordinances listed in Exhibit C of this Agreement and subject to vesting as described in Subsection 5.6.1 of this Agreement solely for the purpose of allowing the County to process and complete any permits and associated fire inspections issued by the County prior to the effective date of the annexation. Adoption of the County's codes by the Town in no way affects projects applied for under the Town's jurisdiction. The County shall be responsible for providing copies of all the codes and ordinances listed in Exhibit C of this Agreement, in addition to all the updates thereto, to the Woodway Town Clerk, so that the Town Clerk may maintain compliance with RCW 35A.12.140.

3.6 Town and County responsibilities. Within their own jurisdictions, the County and the Town each have responsibility and authority derived from the Washington State Constitution, state statutes, and any local charter to plan for and regulate uses of land and resultant environmental impacts.

3.7 Intergovernmental cooperation for extra-jurisdictional impacts. The Town and the County recognize that land use decisions and transportation planning can have extra-jurisdictional impacts and that intergovernmental cooperation is an effective manner to deal with impacts and opportunities that transcend local jurisdictional boundaries.

3.8 Coordinated planning. The Town and the County recognize that sub-area planning related to interjurisdictional coordination as outlined in the Snohomish County Tomorrow Annexation Principles facilitates the transition of services from the County to the Town in the event of an annexation. Addenda or amendments to existing interlocal agreements or government service agreements, or subsequent agreements on specific topical subjects relating to annexation and

service transition, as described in Subsection 2.4 of this Agreement, will reflect joint planning between the Town and the County relative to the Snohomish County Tomorrow Annexation Principles.

3.9 Taxes, fees, rates, charges, and other monetary adjustments. In reviewing annexation proposals, the Town and County must consider the effect on the finances, debt structure, and contractual obligations and rights of all affected governmental units. Tax and revenue transfers are generally provided for by state statute.

3.10 Wetland mitigation sites and habitat projects. The Town and County share a commitment to ensure the success of wetland mitigation sites and habitat improvement projects. The Town and County agree that both jurisdictions will benefit from the maintenance and monitoring of wetland mitigation sites and habitat improvement projects. If such sites or projects exist in an annexation area, the Town and County agree to enter into an agreement prior to the effective date of the annexation to determine responsibility and costs for maintenance and monitoring of wetland mitigation sites and habitat improvement projects.

4. GROWTH MANAGEMENT ACT ("GMA") AND LAND USE

4.1 Urban density requirements. Except as may be otherwise allowed by law, the Town agrees to adopt land use designations and zones for the annexation areas that will ensure that new residential subdivisions and development will achieve a minimum net density[1] of four dwelling units per acre and that will accommodate within its jurisdiction the population and employment allocation assigned by the County under the GMA for the Town and the Woodway MUGA as established in Appendix B of the Countywide Planning Policies for Snohomish County. Nothing in this Subsection 4.1 shall be deemed as a waiver of the Town's right to appeal the assignment of such population and employment allocation under the GMA.

4.2 Urban Village requirement. Except as may be otherwise allowed by law, the Town agrees to ensure after annexation that the Town comprehensive plan and development regulations will provide the land use designations and zones necessary to support areas that have been designated as an Urban Village by the County in its comprehensive plan prior to annexation. Nothing in this Subsection 4.2 shall be deemed as a waiver of the Town's right to appeal the County's designation, establishment of development regulations or approval of permits applicable to such area.

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[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.

4.3 Imposition of Town standards. The County agrees to encourage land use development project permit applicants within the Woodway MUGA to design projects consistent with the Town's urban design and development standards; however, the Town agrees that the County can require only that an applicant comply with the County's development regulations. The Town agrees to review land use permit applications and may make written recommendations to the County on how proposed new land use land use permit applications could be made consistent with Town standards. When approval of a development project permit is contingent upon extension of water or sewer service provided by the Town, the County agrees to impose only those conditions related to the provision of such service voluntarily negotiated between the property owner or developer and the Town as a condition of a water or sewer contract between the property owner or developer and the Town, provided that the conditions meet minimum County development standards and mitigation conditions. The Town agrees that the County may impose standards and conditions in addition to those that the County would impose under County codes only if the applicant agrees in writing.

4.4 Joint review of permit applications. The Town and County recognize that it is in the best interest of both jurisdictions to engage in the shared review of County permit applications within areas anticipated for annexation. The Town and County agree to consider a potential subsequent agreement relating to shared permit review.

4.5 Joint planning for transit-oriented development implementation. The Town and County agree to cooperate on the development of transit-oriented development regulations and transit supportive policies to implement County and Town comprehensive planning policies.

5. PROCESSING OF PERMITS IN THE WOODWAY MUGA

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

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

"Associated permit application" shall mean an application for mechanical, electrical, 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, single family detached units, conditional uses, special uses, rezones, shoreline substantial development permits, urban center development, 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 respecting 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 a logical starting and stopping point. 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 County and the Town shall determine same by mutual agreement, taking into account considerations of convenience and efficiency.

5.2 Town consultation on County land use permit applications. After the effective date of this Agreement, the County agrees to give the Town timely written notice and review opportunity related to all land use permit applications inside the Woodway MUGA, as defined in Subsection 5.1 of this Agreement. The County will invite Town staff to attend meetings between County staff and the applicant relating to such permit applications, including pre-application meetings, when required under Snohomish County Code.

5.3 Review of County land use permit applications. All land use permit applications under County jurisdiction in the Woodway MUGA will be reviewed consistent with all applicable laws, regulations, rules, policies and agreements including the applicable provisions of this Agreement, any separate annexation agreements as described in Subsection 2.4, the State Environmental Policy Act (Chapter 43.21C RCW) and the Snohomish County Code.

5.4 Permits issued by County prior to effective date of annexation. All building permits, associated permits and land use permits and approvals respecting real property located in an annexation area that were issued or approved by the County prior to the effective date of an annexation and vested as outlined in Subsection 5.6.1 below shall be given full effect by the Town 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 Town and handled by the Town pursuant to the Town's municipal code.

5.5 Enforcement of County conditions. Any conditions imposed by the County relating to the issuance or approval of any of the permits described in

Subsection 5.4 above shall be enforced by the Town after the effective date of an annexation to the same extent the Town enforces its own permit conditions. The County agrees that it may make its employees available, at no cost to the Town, to provide assistance in enforcement of conditions on permits originally processed and issued by the County.

5.6 Pending permit applications.

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

5.6.2 Automatic transfer of authority regarding permits. The County and the Town understand and agree that the police power with respect to real property located in an annexation area automatically transfers from the County to the Town on the effective date of an 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 Town on the effective date of an annexation.

5.6.3 Completing the active phase of review. The County and the Town agree that, to facilitate an orderly transfer of pending permit applications to the Town after the effective date of an annexation, it may be 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 any annexation governed by this Agreement, and upon the Town's request, the County shall act as the Town'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 with respect to any particular pending permit application, the County shall transfer all materials relating to the pending permit application to the Town. After such transfer, the Town shall perform all remaining permit review and approval activities.

5.6.4 Administrative appeals. The County and the Town agree that it is not desirable for the County's quasi-judicial hearing officers or bodies to act as agents for the Town for the purposes of hearing and deciding administrative appeals of permit

decisions on behalf of the Town, but it is also not desirable to disrupt an administrative appeal that is already in progress on the effective date of an annexation. Accordingly, if the permit review phase that was in progress on the effective date of an 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 Town as soon as reasonably possible after the effective date of the annexation and the appeal shall be handled by the Town pursuant to the procedures specified in the Town's municipal code; (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 Town and issue a timely decision regarding the administrative appeal on behalf of the Town; 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 Town and issue a timely decision on reconsideration on behalf of the Town.

5.6.5 Effect of decisions by the County regarding permit review phases. The Town 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 5.1, for a pending permit application within an annexed area that are completed by the County prior to the effective date of such annexation, or on behalf of the Town after the effective date of annexation. Nothing herein shall deny the Town its right to appeal, or to continue an existing appeal, of any appealable decision made by the County prior to the effective date of an annexation.

5.6.6 Proportionate sharing of permit application fees. The County and the Town agree to proportionately share the permit application fees for pending permit applications. Proportionate shares will be calculated based on the County's permitting fee schedule. With respect to each pending permit application, the County shall retain that portion of the permit application fees that is allocable 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 Town pursuant this Subsection 5.6, the County shall also retain that portion of the permit application fees that is allocable to the phase(s) of review completed by the County while acting as an agent of the Town. Within a reasonable time after the completion of a permit review phase, the County shall transfer to the Town any remaining portion of the permit application fees collected, which shall be commensurate with the amount of work left to be completed with respect to the pending permit application at the time the pending permit application is transferred to the Town.

5.6.7 Dedications or conveyances of real property. The Town and the County acknowledge and agree that after the effective date of an annexation the County Council will have no authority to accept dedications or other conveyances of real property to the public with respect to real property located in the area that has been annexed by the Town. Accordingly, notwithstanding anything to the contrary contained elsewhere in this Section 5, after the effective date of any annexation governed by this Agreement, the approval and acceptance of final 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 Town for acceptance by the Town Council.

5.7 Judicial appeals of permit decisions. The County shall be responsible for defending, at no cost to the Town, any judicial appeals of decisions regarding building permit applications, associated permit applications and/or land use permit applications respecting real property located in an annexation area that were made or issued by the County prior to the effective date of the annexation. The Town shall be responsible for defending, at no cost to the County, any judicial appeals of decisions regarding building permit applications, associated permit applications and/or land use permit applications respecting real property located in an annexation area that are made or issued after the effective date of the annexation, regardless of whether such decisions are made or issued by Town personnel or by the County in its capacity as an agent for the Town pursuant to Subsection 5.6 of this Agreement.

5.8 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 respecting real property located in the annexed area shall be submitted to and processed by the Town, regardless of whether such permit was originally issued by the County or the Town.

5.9 Administration of bonds. The County's interest in any outstanding performance security, maintenance security or other bond or security device issued or provided to the County to guarantee the performance, maintenance or completion by a permittee of work authorized by or associated with a permit respecting real property located in an annexation area will be assigned or otherwise transferred to the Town upon the effective date of the annexation if such assignment or transfer is reasonably feasible. If it is not reasonably feasible for the County to transfer any outstanding bond or security device to the Town, whether due to the terms 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 first to occur of the following: (i) the work guaranteed by the bond or security device has been properly completed and accepted by the County; (ii) the Town 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 Town shall notify the County when either the work guaranteed by the bond or security device is completed, or when the Town 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 County and the Town shall cooperate to perform such foreclosure.

5.10 Building and land use code enforcement cases. Any pending building or land use code enforcement cases respecting real property located in an annexation area will be transferred to the Town on the effective date of the annexation. Any further action in those cases will be the responsibility of the Town at the Town's discretion. The County agrees to make its employees available as witnesses at no cost to the Town if necessary to prosecute transferred code enforcement cases. Upon request, the County agrees to provide the Town with copies of any files and records related to any transferred case.

6. RECORDS TRANSFER AND ACCESS TO PUBLIC RECORDS FOLLOWING ANNEXATION

6.1 Records to be transferred. Prior to and following annexation of unincorporated area into the Town, and upon the Town'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 Town in accordance with the procedure identified in Subsection 6.2 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 Town. 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 Town with a list identifying the records withheld and the basis for withholding each record.

6.2 Procedure for copying. The Town records staff shall discuss with the County records staff the types of records identified in Subsection 6.1 of this Agreement that are available for an 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 Town with a list of the

available files or records in its custody. The Town shall select records from this list and request in writing their transfer from the County to the Town. The County shall have a reasonable time to collect, copy, and prepare for transfer of the requested records. All copying costs associated with this process shall be borne by the Town. When the copied records are available for transfer to the Town, the County shall notify the Town and the Town shall arrange for their delivery.

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

6.4 Custody of records. The County shall retain permanent custody of all original records. No original records shall be transferred from the County to the Town. 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 6.5 of this Agreement.

6.5 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.

6.6 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. The Town agrees to withhold from disclosure documents which the County has requested remain confidential and not be disclosed where disclosure is not mandated by law.

7. COUNTY CAPITAL FACILITIES REIMBURSEMENT

7.1 Consultation regarding capital expenditures. The County will consult with the Town in planning for new local and regional capital construction projects within the Woodway MUGA. The County and Town agree to begin consultation regarding existing active County projects within sixty (60) days of approval of this Agreement. Consultation may include discussions between the County and the Town regarding the need for shared responsibilities in implementing capital projects, including the potential for indebtedness by bonding or loans. The Town and County may pursue cooperative financing for capital facilities where appropriate. Interlocal agreements addressing shared responsibilities for capital projects within the MUGA shall be negotiated, where appropriate.

7.2 Continued planning, design, funding, construction, and services for active and future capital projects. Where appropriate, separate interlocal agreements for specific projects may address shared responsibilities for local capital projects and local share of regional capital facilities within the Woodway MUGA and the continued provision of County services relating to the planning, design, funding, property acquisition, construction, and engineering for local capital projects within an annexation area. An annexation addendum under Section 15 of this Agreement would document appropriate interlocal agreements relating to planning, design, funding, property acquisition, construction, and other architectural or engineering services for active and future capital projects within an annexation area.

7.3 Capital facilities finance agreements. The Town and County may discuss project-specific interlocal agreements for major new local capital facility projects and local share of regional capital facilities within the Woodway MUGA. Depending on which jurisdiction has collected revenues, these agreements may include: transfers of future revenues from the Town to the County or from the County to the Town; proportionate share reimbursements from the Town to the County or from the County to the Town; and Town assumption of County debt service responsibility (or County assumption of Town debt service responsibility) for loans or other financing mechanisms for new local capital projects and existing local capital projects with outstanding public indebtedness within the annexation area at the time of annexation. Both parties agree that there should not be any reimbursement for capital facility projects that have already been paid for by the citizens of the annexing area by means such as special taxes or assessments, traffic mitigation, or other applicable funding sources.

7.4 Continuation of latecomers cost recovery programs and other capital facility financing mechanisms. After annexation, the Town agrees to continue administering any non-protest agreements, latecomer's assessment reimbursement programs established pursuant to Chapter 35.72 RCW, or other types of agreements or programs relating to future participation or cost-share reimbursement, in accordance with the terms of any agreement recorded with the Snohomish County Auditor relating to property within the Woodway MUGA. In addition to the recorded documents, the County will provide available files, maps, and other relevant information necessary to effectively administer these agreements or programs. If a fee is collected for administration of any of the programs or agreements described in this Subsection 7.4, the County agrees to transfer a proportionate share of the administration fee collected to the Town, commensurate with the amount of work left to be completed on the agreement. The proportionate share will be based on the County's fee schedule.

8. ROADS AND TRANSPORTATION

8.1 Annexation of County roads and rights-of-way. Except for noncontiguous municipal purpose annexations under RCW 35.13.180 or 35A.14.300, the Town, pursuant to RCW 35A.14.410, agrees to propose annexation of the entire right-of-way of County roads within and adjacent to an annexation boundary. As used in Section 8 of this Agreement, "County road" means "County road" as defined in RCW 36.75.010(6). The Town agrees to assume, and the County agrees to transfer to the Town, full ownership, legal control and maintenance responsibility for County roads, rights-of-way and drainage facilities within the annexed area upon the effective date of annexation, unless otherwise mutually agreed in writing.

8.2 Road maintenance responsibility. Where possible, the Town agrees to annex continuous segments of County road to facilitate economical division of maintenance responsibility and avoid discontinuous patterns of alternating Town and County road ownership. Where annexation of segments of County road are unavoidable, the Town and County agree to consider a governmental services agreement providing for maintenance of the entire County road segment by the jurisdiction best able to provide maintenance services on an efficient and economical basis.

8.3 Road right-of-way connectivity. The Town agrees to allow, within its regulatory authority, connectivity between rights-of-way within areas annexed by the Town pursuant to this Agreement and neighboring properties within the Town and outside of the Town in order to facilitate traffic flow and provide access for public safety. Such connectivity shall be evaluated pursuant to the Town's ordinary and customary standards of review, including but not limited to review of geography, geotechnical conditions, design and level of service standards.

8.4 Traffic Mitigation and Capital Facilities

8.4.1 Reciprocal impact mitigation. The Town and County agree to mutually enforce each other's traffic mitigation ordinances and policies to address multi-jurisdictional impacts under the terms and conditions provided in an *"Interlocal Agreement between Snohomish County and the Town of Woodway on Reciprocal Mitigation of Transportation Impacts,"* which may be adopted in the future if required. In addition to reciprocal impact mitigation, the subagreement may address implementation of common UGA development standards (including access and circulation requirements), level of service standards, concurrency management systems, and other transportation planning issues.

8.4.2 Transfer of road impact fees. The County collects road impact fees pursuant to Chapter 30.66B of the Snohomish County Code. Where the annexation area includes system improvements for which road impact fees have been collected

and which remain programmed for improvements, the County and Town will negotiate transfers of all or a portion of these fees to the Town to construct the improvements. Any issues relating to unbudgeted improvements for the annexation area shall be resolved prior to the transfer of any road impact fees. Road impact fees shall not be transferred to the Town until maintenance and ownership responsibilities of road system improvements have been determined.

8.4.3 Reimbursement for transportation-related capital facilities investment. There will be no reimbursement from the Town to the County for existing capital improvements. However, the County and the Town may agree to develop separate agreements for cost sharing for new capital improvement projects pursuant to Section 7 above.

8.5 Maintenance services. The Town and County agree to evaluate whether an interlocal agreement addressing maintenance of roads, traffic signals, or other transportation facilities will be appropriate. Any County maintenance within an annexation area after the effective date of the annexation will be by separate service agreement negotiated between the Town and County.

9. SURFACE WATER MANAGEMENT

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) with respect to which the County has maintenance responsibilities, all such ownership interests, rights and responsibilities shall be transferred to the Town by method as appropriate to effect transfer, including but not limited to quit claim deed or bill of sale, by the end of the calendar year in which the annexation becomes effective, except as otherwise negotiated between the Town and County in any subsequent agreements. The County agrees to provide a list of all such known surface water management improvements and facilities to the Town prior to the start of negotiations. If the County's current Annual Construction Program or Surface Water Management Division budget includes major surface water projects in the area to be annexed, the Town and County will determine how funding, construction, programmatic and subsequent operational responsibilities, legal control and responsibilities will be assigned for these improvements, and the timing thereof, under the provisions of RCW 36.89.050, RCW 36.89.120 and all other applicable authorities.

9.2 Taxes, fees, rates, charges and other monetary adjustments. The Town recognizes that service charges are collected by the County for unincorporated areas within designated Watershed Management Areas. Watershed 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 Town hereby agrees that the County may continue to collect and, pursuant to Chapter 25.20 SCC and to the extent permitted by law, to apply the service charges collected during the calendar year in which the annexation occurs to the provision of watershed management services designated in that year's budget. These services, which do not include servicing of drainage systems in road rights-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. The Town also acknowledges that after annexation, the annexation area becomes Former Watershed Management Area, and properties contained therein become subject to the applicable bond debt service charge provisions of Chapter 25.20 SCC in subsequent years.

9.3 Compliance with 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 Town's stormwater management, 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 Section 9.2 above, the Town expressly acknowledges, understands and agrees that from and after the effective date of any annexation (i) the Town shall be solely responsible for ensuring the requirements of the Town's stormwater requirements are met with respect to the annexation area, and (ii) any stormwater management services the County continues to provide in the annexation area pursuant to Section 9.2 above will not be designed or intended to ensure or guarantee compliance with the requirements of any NPDES permit that may apply to the Town in the future.

9.4 Access during remainder of calendar year in which annexation occurs. To ensure the County is able to promptly and efficiently perform surface water management services in the annexation area after the effective date of annexation, as described in Subsection 9.2 above, the Town shall provide the County with reasonable access to all portions of the annexation area in which such services are to be performed. Reasonable access shall include, by way of example and not by way of limitation, the temporary closing to traffic of streets, or portions thereof, if such closing is reasonably necessary to perform the service at issue.

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

10. PARKS, OPEN SPACE AND RECREATIONAL FACILITIES

10.1 Local or community parks. If an annexed area includes parks, open space or recreational facilities that are listed in the Snohomish County Comprehensive Parks and Recreation Plan (anticipated to be replaced by the Snohomish County Parks and Recreation Element in 2015) as a local or community park, the Town agrees to assume maintenance, operation and ownership responsibilities for the facility upon the effective date of the annexation except when, prior to annexation, the County declares its intention to retain ownership of the park, open space or recreational facility pursuant to Subsection 10.2 of this Agreement.

10.2 County retention of ownership. The County, in its own discretion and after consulting with the Town, will determine whether to retain ownership of a park, open space or recreational facility (collectively "facility") described in Subsection 10.1 of this Agreement based on consideration of the following criteria and consistent with the Snohomish County Comprehensive Parks and Recreation Plan:

- The facility has a special historic, environmental or cultural value to the citizens of Snohomish County, as determined by the Snohomish County Department of Parks and Recreation;
- There are efficiencies with the County's operation or maintenance of the facility;
- The County has made a substantial capital investment in the facility, including but not limited to the purchase of the facility property, the development of the facility, and the construction of the facility;
- There are specialized stewardship or maintenance issues associated with the facility that the County is best equipped to address;
- The facility generates revenue that is part of the larger County park operation budget;
- The facility serves as a regional park or is part of the County's trail system and should remain a part of the County's regional network; and
- Retaining ownership of the facility is consistent with the Snohomish County Tomorrow Annexation Principles.

10.3 Joint planning for parks, recreation and open space. The Town and County may, upon the effective date of this Agreement, establish an interlocal agreement for parks, open space and recreational facilities. Such an interlocal

agreement shall be based upon the Town and County's efforts to provide parks, recreational facilities and open space within the UGA and surrounding area. This agreement shall be consistent with the joint planning efforts of the Town and County under the Snohomish County Tomorrow Annexation Principles, establish the nature and type of facilities the jurisdictions have planned or anticipate for the area, identify ways to jointly provide these services, and identify transition of ownership and maintenance responsibilities as annexations occur. This effort will result in a mutual ongoing planning effort, joint capital improvement plans and reciprocal impact mitigation.

11. POLICE SERVICES

As provided by law, at the effective date of annexation police services responsibility will transfer to the Town. If necessary, the Town and County may agree to discuss the need for developing a contract for police services in order to accommodate the needed transfer of police services within an annexed area and the unincorporated UGA. Upon request of the Town, the Snohomish County Sheriff's Office will provide detailed service and cost information for the area to be annexed. This request to the Sheriff's Office for detailed service and cost information for police contract services does not preclude the Town from seeking additional service and cost information proposals for similar services from other governmental entities. Agreements between the Town and County will be made consistent with RCW 41.14.250 through 41.14.280 and RCW 35.13.360 through 35.13.400.

12. CRIMINAL JUSTICE SERVICES

All misdemeanor crimes that occur within an annexation area prior to the effective date of annexation will be considered misdemeanor crimes within the jurisdiction of Snohomish County for the purposes of determining financial responsibility for criminal justice system services, including but not limited to prosecution, court costs, jail fees and services, assigned counsel, jury and witness fees, and interpreter fees. After the effective date of annexation, the County shall continue, at its cost and expense, to prosecute such misdemeanor crimes to completion in accordance with the then-existing policies, guidelines and standards of the Snohomish County Prosecuting Attorney's Office. On and after the effective date of any annexation, all misdemeanor crimes that occur in the annexation area will be considered crimes within the jurisdiction of the Town for purposes of determining financial responsibility for such criminal justice system services.

13. FIRE MARSHAL SERVICES

13.1 County to complete certain annual fire inspections. The County agrees upon the Town's request, to process and complete only those fire inspections in an annexed area that were scheduled before the effective date of annexation and occur within six months following the effective date of the annexation. All other

inspections will be conducted by the Town.

13.2 County to complete certain fire code enforcement cases. Upon the Town's request, the County will complete through final disposition any fire code enforcement cases within an annexation area pending at the effective date of an annexation. After final disposition, any further action or enforcement will be at the discretion of the Town.

14. STATUS OF COUNTY EMPLOYEES

Subject to Town civil service rules and state law, the Town agrees to consider the hiring of County employees whose employment status is affected by the change in governance of the annexation areas where such County employees make application with the Town per the Town hiring process and meet the minimum qualifications for employment with the Town. The Town's consideration of hiring of affected sheriff department employees shall be governed by the provisions set forth in RCW 35.13.360 through 35.13.400. The County shall in a timely manner provide the Town with a list of those employees expressing a desire to be considered for employment by the Town.

15. ADDENDA AND AMENDMENTS

15.1 Addenda related to annexation. At the discretion of the Parties, an addendum to this Agreement may be prepared for each annexation by the Town to address any issues specific to a particular annexation. The Town and County will negotiate the addendum prior to or during the forty-five (45) day review period following the date the Boundary Review Board accepts the Town's Notice of Intention for the annexation.

15.2 Amendments. The Town and County recognize that amendments to this Agreement may be necessary.

15.3 Process for addending or amending this Agreement. An addendum or amendment to this Agreement must be mutually agreed upon by the Parties and executed in writing. Any addendum or amendment to this Agreement shall be executed in the same manner as this Agreement.

15.4 Additional agreements. Nothing in this Agreement limits the Parties from entering into interlocal agreements on issues not covered by, or in lieu of, the terms of this Agreement.

16. 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.

17. DISPUTE RESOLUTION

Except as herein provided, no civil action with respect to any dispute, claim or controversy arising out of or relating to this Agreement may be commenced until the dispute, claim or controversy has been submitted to a mutually agreed upon mediator. The Parties agree that they will participate in the mediation in good faith, and that they will share equally in its costs. Each 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 Town and County agree to mediate any disputes regarding the annexation process or responsibilities of the parties prior to any Boundary Review Board hearing on a proposed annexation, if possible.

18. HONORING EXISTING AGREEMENTS, STANDARDS AND STUDIES

In the event a conflict exists between this Agreement and any agreement between the Town and the County in existence prior to the effective date of this Agreement, the terms of this Agreement shall govern the conflict.

19. RELATIONSHIP TO EXISTING LAWS AND STATUTES

This Agreement in no way modifies or supersedes existing state laws and statutes. In meeting the commitments encompassed in this Agreement, all parties will comply with all applicable state or local laws. The County and Town retain the ultimate authority for land use and development decisions within their respective jurisdictions. By executing this Agreement, the County and Town do not intend to abrogate the decision-making responsibility or police powers vested in them by law.

20. EFFECTIVE DATE, DURATION AND TERMINATION

20.1 Effective Date. This Agreement shall become effective following the approval of the Agreement by the official action of the governing bodies of each of the parties hereto and the signing of the Agreement by the duly authorized representative of each of the parties hereto.

20.2 Duration. This Agreement shall be in full force and effect through December 31, 2030. If the parties desire to continue the terms of the 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.

20.3 Termination. Either party may terminate this Agreement upon one-hundred eighty (180) days advance written notice to the other party. Notwithstanding termination of this Agreement, the County and Town are responsible for fulfilling any outstanding obligations under this Agreement incurred prior to the effective date of the termination.

21. INDEMNIFICATION AND LIABILITY

21.1 Indemnification of County. The Town 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 the Town's performance of this Agreement, including claims by the Town'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.

21.2 Indemnification of Town. The County shall protect, save harmless, indemnify, and defend at its own expense, the Town, its elected and appointed officials, officers, employees, volunteers and agents from any loss or claim for damages of any nature whatsoever arising out of the County's performance of this Agreement, including claims by the County's employees or third parties, except for those damages caused solely by the negligence of the Town, its elected and appointed officials, officers, employees, volunteers or agents.

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

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

22. 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.

23. 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.

24. 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 6.5 of this Agreement.

25. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the Parties concerning annexation within the Woodway MUGA, except as set forth in Subsection 2.4 and Sections 15 and 18 of this Agreement.

26. 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.

27. CONTINGENCY

The obligations of the Town and County in this Agreement are contingent on the availability of funds through legislative appropriation and allocation in accordance with law. In the event funding is withdrawn, reduced or limited in any way after the effective date of this Agreement, the Town or County may terminate the Agreement under Subsection 20.3 of this Agreement, subject to renegotiation under those new funding limitations and conditions.

28. FILING

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

29. ADMINISTRATORS AND CONTACTS FOR AGREEMENT

The Administrators and contact persons for this Agreement are:

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

Frank Slusser, Senior Planner
Snohomish County
Department of Planning and Development Services
3000 Rockefeller Avenue
Everett, WA 98201
(425) 388-3311

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

THE TOWN:

The Town of Woodway, a Washington municipal corporation

By _____
Name: Carla A. Nichols
Title: Mayor

ATTEST:

_____
Town Clerk/Treasurer

Approved as to Form:

_____
Town Attorney

THE COUNTY:

Snohomish County, a political subdivision of the State of Washington

By _____
Name: DAVE SOMERS
Title: 7/26/16

ATTEST:

_____
~~Clerk of the County Council~~

Approved as to Form:

3/30/16
_____
Deputy Prosecuting Attorney

Reviewed by Risk Management:
APPROVED (X) OTHER ( )
Explain.

Signed: _____
Date: 4/7/16

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EXHIBIT A – SNOHOMISH COUNTY TOMORROW ANNEXATION PRINCIPLES

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

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

2. Each city will submit a written report regarding priority of potential annexation areas to the county council every two years, at which time each city will re-evaluate its time schedule for annexation. This report will serve as an update to the Six Year Annexation Plan.

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

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

densities cannot be reconciled, then the issue would be directed to SCT for review and possible re-assignment to alternate sites within the UGA.

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

4. The city and the county will evaluate the financial and service impacts of an annexation to both entities, and will collaborate to resolve inequities between revenues and service provision. The city and county will negotiate on strategies to ensure that revenues and service requirements are balanced for both the city and the county. These revenue sharing and/or service provision strategies shall be determined by individual ILAs to address service operations and capital implementation strategies.

5. The county and the host city will negotiate with other special taxing districts on annexation related issues. Strategies for accomplishing these negotiations will be agreed to by the county and host city, and reflected in the host city's annexation report. (See preceding Principle #2.)

6. To implement the goals of the Annexation Principles regarding revenue sharing, service provision, and permit review transitions, the county and the cities will consider a variety of strategies and tools in developing Interlocal Agreements, including:
    - Inter-jurisdictional transfers of revenue, such as property taxes, Real Estate Excise Taxes (REET), storm drainage fees, sales tax on construction, and retail sales tax. Dedicated accounts may be opened for the deposit of funds by mutual agreement by the county and city;
    - Service provision agreements, such as contracting for service and/or phasing the transition of service from the county to the city;
    - Identifying priority infrastructure improvement areas to facilitate annexation of areas identified in Six Year Annexation Plans.

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EXHIBIT B – WOODWAY MUNICIPAL URBAN GROWTH AREA MAP

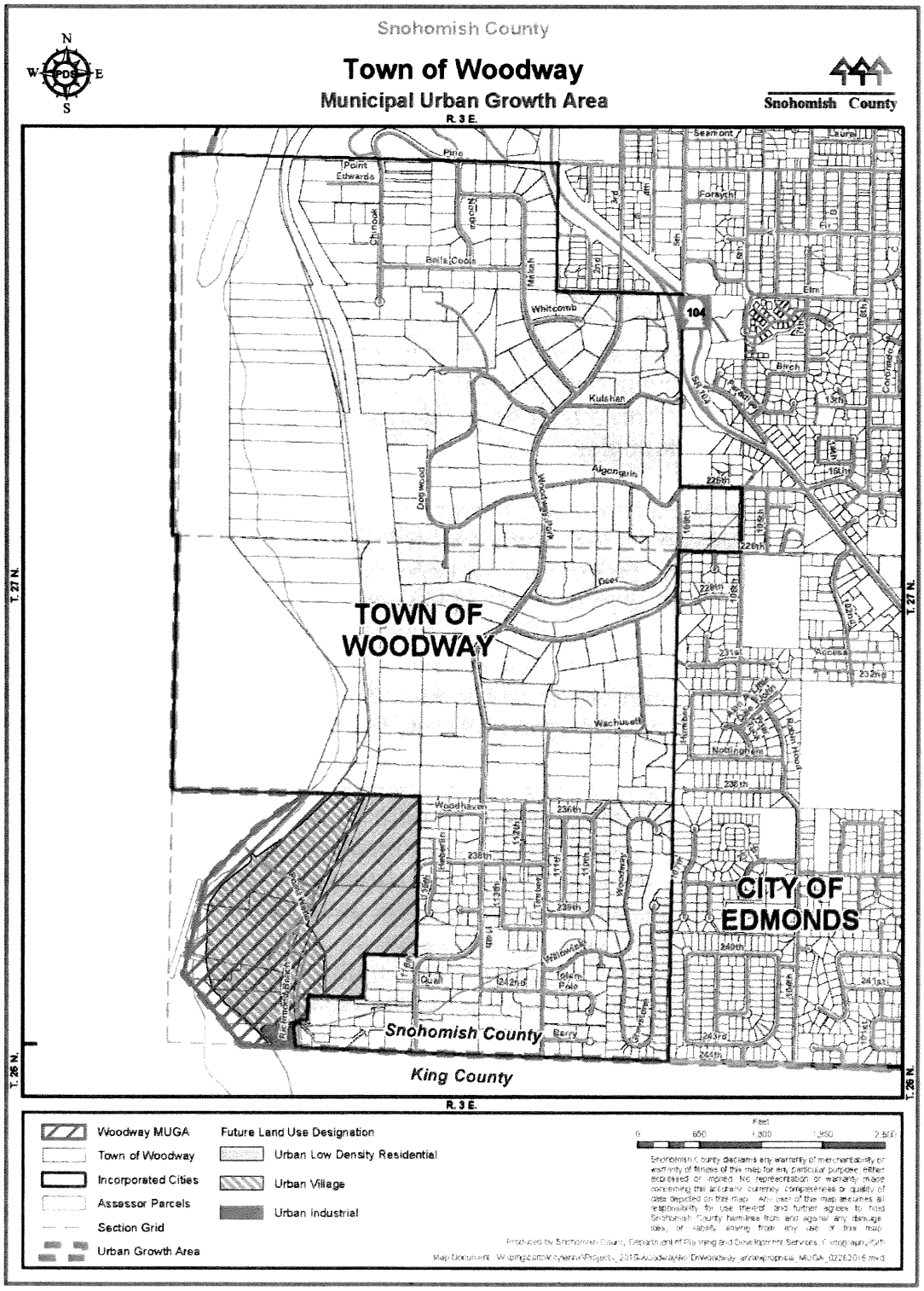

EXHIBIT C – SNOHOMISH COUNTY CODE ("SCC") PROVISIONS AND SNOHOMISH COUNTY ORDINANCES TO BE ADOPTED BY TOWN

A. The following portions of SCC Title 13, entitled ROADS AND BRIDGES: Chapters 13.01, 13.02, 13.05, 13.10 through 13.70, 13.95, 13.110 and 13.130

B. SCC Title 25, entitled STORM AND SURFACE WATER MANAGEMENT

C. SCC Subtitle 30.2, entitled ZONING AND DEVELOPMENT STANDARDS

D. SCC Subtitle 30.3, entitled PERFORMANCE STANDARD ZONES, RESOURCE LANDS AND OVERLAYS

E. SCC Chapter 30.41A, entitled SUBDIVISIONS

F. SCC Chapter 30.41B, entitled SHORT SUBDIVISIONS

G. SCC Chapter 30.42B, entitled PLANNED RESIDENTIAL DEVELOPMENTS

H. SCC Chapter 30.41D, entitled BINDING SITE PLANS

I. SCC Chapter 30.44, entitled SHORELINE MANAGEMENT

J. SCC Chapter 30.51A, entitled DEVELOPMENT IN SEISMIC AREAS

K. SCC Chapter 30.52A, entitled BUILDING CODE

L. SCC Chapter 30.52B, entitled MECHANICAL CODE

M. SCC Chapter 30.52C, entitled VENTILATION AND INDOOR AIR QUALITY CODE

N. SCC Chapter 30.52D, entitled ENERGY CODE

O. SCC Chapter 30.52E, entitled UNIFORM PLUMBING CODE

P. SCC Chapter 30.52F, entitled RESIDENTIAL CODE

Q. SCC Chapter 30.52G, entitled AUTOMATIC SPRINKLER SYSTEMS

R. SCC Chapter 30.53A, entitled FIRE CODE

S. SCC Subtitle 30.6, entitled ENVIRONMENTAL STANDARDS AND MITIGATION

T. SCC Chapter 30.66A, entitled PARK AND RECREATION FACILITY IMPACT MITIGATION

U. SCC Chapter 30.66B, entitled CONCURRENCY AND ROAD IMPACT MITIGATION

V. SCC Chapter 30.66C, entitled SCHOOL IMPACT MITIGATION

W. SCC Chapter 30.67, entitled SHORELINE MASTER PROGRAM

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ADDENDUM TO THE INTERLOCAL AGREEMENT BETWEEN THE TOWN OF WOODWAY AND SNOHOMISH COUNTY CONCERNING ANNEXATION AND URBAN DEVELOPMENT WITHIN THE WOODWAY MUNICIPAL URBAN GROWTH AREA

1. PARTIES

This addendum ("Addendum") to the *Interlocal Agreement Between the Town of Woodway and Snohomish County Concerning Annexation and Urban Development Within the Woodway Municipal Urban Growth Area* ("Agreement"), posted on the Snohomish County website with a term beginning September 26, 2016, is entered into by the Town of Woodway ("Town"), a Washington municipal corporation, and Snohomish County ("County"), a political subdivision of the State of Washington, collectively referred to as the "Parties," under Sections 2.6.1 and 15 of the Agreement.

2. PURPOSE OF THE ADDENDUM

Section 2.6.1 of the Agreement anticipated the Town would annex the area within the unincorporated Woodway MUGA in two phases. The entirety of the area identified as the Phase One annexation, as defined in Section 2.6.1 of the Agreement, was accomplished by Town of Woodway through the passage of Ordinance No. 16-572 with an effective date of July 11, 2016. The Agreement further acknowledged the Parties may need to address specific issues related to the potential Phase Two annexation, as defined in Section 2.6.1 of the Agreement. This Addendum addresses issues related to the potential Phase Two annexation, and other updates to the Agreement the Parties deem appropriate.

3. APPLICABILITY OF AGREEMENT

All terms of the Agreement apply to the whole or to any part of a Phase Two annexation, except as specifically revised as set forth in section 4 below.

4. REVISED TERMS OF AGREEMENT

4.1 Section 5.6.3 of the Agreement is replaced in its entirety with the following, which shall be applicable to the whole or to any part of a Phase Two annexation:

5.6.3 Transfer prior to completing the active phase of review. The County and Town agree that the County will terminate review of any pending permit applications on the effective date of the annexation. The processing of all pending permit applications will transfer automatically from the County to the Town on the effective date of an annexation. The County agrees that it will make County staff available to the Town for consultation on any permit application pending on the effective date of an annexation through the date of a "land use decision" as defined in RCW 36.70C.020(2).

4.2 Section 5.6.4 of the Agreement is replaced in its entirety with the following, which shall be applicable to the whole or to any part of a Phase Two annexation:

5.6.4 Administrative hearing proceedings. The County and Town agree that the County's quasi-judicial hearing decision makers, including the Snohomish County Hearing Examiner and the Snohomish County Council, should not make decisions on pending permit applications or appeals of administrative decisions on permit applications. Accordingly, the County will work with the Town on the timing of administrative hearing proceedings so that no administrative hearing proceeding is underway on the effective date of an annexation. The County will coordinate with the Town to ensure that either (1) the County concludes and issues a decision on an administrative hearing proceeding prior to the effective date of the annexation; or (2) the County defers the timing of the administrative hearing proceeding to a date following the effective date of the annexation to provide the Town the opportunity to exercise its jurisdiction over the proceeding. To the extent not inconsistent with Snohomish County Code or state law, the County shall endeavor to implement the latter option of deferral.

4.3 Section 5.6.5 of the Agreement is replaced in its entirety with the following, which shall be applicable to the whole or to any part of a Phase Two annexation:

5.6.5 Effect of decisions by the County regarding permit review phases. The Town is encouraged to respect and give effect to all decisions made in the ordinary course by the County regarding those permit review phases, as defined in Subsection 5.1 of the Agreement, for a pending permit application within an annexed area that are completed by the County prior to the effective date of such annexation. Nothing herein shall deny the Town its right to appeal, or to continue an existing appeal, of any appealable decision made by the County prior to the effective date of an annexation.

4.4 Section 5.6.6 of the Agreement is replaced in its entirety with the following, which shall be applicable to the whole or to any part of a Phase Two annexation:

5.6.6 Proportionate sharing of permit application fees. The County and the Town agree to proportionately share the permit application fees for permit applications pending on the effective date of an annexation. Proportionate shares will be calculated based on the County's permitting fee schedule. With respect to each pending permit application, the County shall retain that portion of the permit application fees that is allocable to the phases of review completed by the County prior to the effective date of the annexation. The Town also agrees that the County shall retain that portion of the permit application fees expended on phases of review underway on the effective date of annexation. Invoices for any work performed by third-party consultants prior to the effective date of annexation shall be processed by the County. Invoices for any work performed by third-party consultants after the effective date of annexation shall be processed by the Town.

4.5 Section 5.7 of the Agreement is replaced in its entirety with the following, which shall be applicable to the whole or to any part of a Phase Two annexation:

5.7 Legal challenges arising out of land use decisions. The County shall protect, save harmless, indemnify and defend, at its own expense, the Town, its elected

and appointed officials, officers, employees, volunteers and agents, from any loss or claim for damages of any nature whatsoever arising out of any land use decisions regarding building permit applications, associated permit applications and/or land use permit applications respecting real property located in an annexation area that were issued by the County prior to the effective date of the annexation. The Town 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 any land use decisions regarding building permit applications, associated permit applications and/or land use permit applications respecting real property located in an annexation area that are issued after the effective date of the annexation. The term "land use decision" as used in this section 5.7 is the same as the definition of "land use decision" as defined in RCW 36.70C.020(2).

5. Filing

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

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

TOWN OF WOODWAY
BY: _____
Carla A. Nichols
Mayor
Date: April 17, 2018

ATTEST: _____
Town Clerk/Treasurer

Approved as to form:
Office of the City Attorney
_____
Attorney for the Town of Woodway

SNOHOMISH COUNTY
BY: _____
Dave Somers
County Executive
Date: 9/7/2018

ATTEST: _____

Approved as to form:
Snohomish County Prosecutor
_____
Deputy Prosecuting Attorney for
Snohomish County

COUNCIL USE ONLY
Approved: 9-5-18
Docfile: D-9

SETTLEMENT AND INTERLOCAL AGREEMENT
BETWEEN
CITY OF SHORELINE
AND
TOWN OF WOODWAY

This Settlement and Interlocal Services Agreement ("ILA") ILA sets forth the terms of agreement between the City of Shoreline ("Shoreline") and the Town of Woodway ("Woodway") for the purpose of addressing services, infrastructure, mitigation, impacts, and related issues related to development or re-development of the unincorporated area of Snohomish County commonly referred to as Point Wells. Shoreline and Woodway are each a "City" and collectively the "Cities" and "Parties" to this Agreement.

WHEREAS, the Interlocal Cooperation Act, chapter 39.34 RCW, authorizes Shoreline and Woodway to enter into a cooperative agreement for the provision of services and facilities in a manner that will accord best with the factors influencing the needs and development of their cities; and

WHEREAS, Shoreline and Woodway are both municipal corporations of the State of Washington organized and operating under Title 35A RCW and planning under the Growth Management Act, chapter 36.70A RCW (GMA); and

WHEREAS, both Shoreline and Woodway have identified the Point Wells Area, located within an unincorporated area of Snohomish County, for future annexation in their respective comprehensive plans, which property is described and depicted in Exhibit A; and

WHEREAS, Shoreline and Woodway each have responsibility and authority derived from the Washington State Constitution and State laws to plan for and regulate uses of land and the resultant environmental impacts; and

WHEREAS, Shoreline and Woodway recognized that planning and land use and transportation decisions can have extra-jurisdictional impacts and that intergovernmental cooperation is an effective way to deal with and mitigate impacts and provide opportunities that transcend local jurisdictional boundaries; and

WHEREAS, the State Environmental Policy Act, chapter 43.21C RCW (SEPA), requires Shoreline and Woodway to consider the environmental impacts of development on their communities, adjacent communities and where applicable, regional impacts; and

WHEREAS, following analysis of various options, the cities agree that the long-term regulation and development of Point Wells is best served and controlled by annexation of Point Wells by either Woodway or Shoreline; and

WHEREAS, Woodway's Municipal Urban Growth Area Subarea Plan for Point Wells contains various goals and policies, including that development should be pursuant to a master plan that results from

a coordinated planning effort between the Point Wells property owner, Woodway, and Shoreline, and that Woodway should coordinate with Shoreline, the Richmond Beach Neighborhood, and other affected property owners to ensure that development is compatible with existing residential neighborhoods; and

WHEREAS, Shoreline's Point Wells Subarea Plan contains various goals and policies for Point Wells including that consideration of traffic mitigation should include the participation of Woodway; and

WHEREAS, Shoreline and Woodway have expended valuable public resources over the years to protect their respective community interests regarding Point Wells, and Shoreline and Woodway desire to work together and with others toward adoption of interlocal agreements to address the issues of land use planning, transportation, provision of urban services, construction and development impacts, and local governance; and

WHEREAS, Shoreline and Woodway desire to enter into this ILA that sets forth the framework to formulate future intergovernmental agreements under the Authority of the Interlocal Cooperation Act, chapter 39.34 RCW, for the provision of services and facilities in a manner that will accord best with the factors influencing the needs and development of their cities to ensure that any future project in Point Wells is developed or redeveloped in the best interest of their respective communities and mitigates the related impacts.; and

NOW, THEREFORE, Shoreline and Woodway agree as follows:

I. PROVISIONS APPLICABLE TO ALL PARTIES

A. **Joint Planning Working Group – Comprehensive Plan Policies, Development Regulations, and Design Standards.** Within sixty (60) calendar days from the execution of this ILA, the Cities agree to create a joint staff working group ("Working Group") to develop and recommend mutually agreeable comprehensive plan policies, development regulations and design standards, including applicable zoning, for Point Wells that will be considered for adoption by each City prior to annexation of Point Wells by either City.

1. The Working Group shall be comprised of three (3) staff representatives from Woodway and three (3) staff representatives from Shoreline. Each City shall have sole discretion on selecting and appointing their representatives.

2. The Working Group shall meet on a schedule mutually agreed to by its members, but no less than one (1) time per month until a recommendation is submitted to the Planning Commissions of Woodway and Shoreline for consideration and subsequent consideration and adoption by their respective Councils. The first meeting of the Working Group shall be held no later than thirty (30) calendar days after its formation. In formulating its recommendation, the Working Group shall consider this ILA, the goals and policies adopted in each of the Cities' Subarea Plans for Point Wells as contained in their respective comprehensive plans, and the goals

and requirements of the Growth Management Act and other applicable laws and regulations.

3. The Working Group's shall attempt to complete its work within 180 calendar days of its first meeting. Upon completion of the work, the Working Group shall submit its recommendation to their respective Planning Commissions and City Councils for final consideration and adoption and inclusion in that City's respective comprehensive plan and/or implementing regulations applicable to Point Wells pursuant to the amendment process set forth in the Woodway Municipal Code (WMC), including chapter 15.04 WMC and Title 14 WMC, and the Shoreline Municipal Code (SMC), including chapter 20.30 SMC.

4. The recommendation developed by the Working Group shall be consistent with the provisions of this ILA and shall contain, at a minimum:

a. Requirements that Point Wells be zoned and developed as a primarily residential development, and that any mixed-use development be pedestrian-oriented and incorporate a variety of residential types and limited commercial uses along with public recreation accessible to residents of both cities. This provision does not apply to Snohomish County Tax Parcel No. 27033500303600.

b. Requirement that any development application for Point Wells include a traffic study for Shoreline and Woodway roads consistent with the preparation criteria required by each City.

c. A building height limitation of no more than 75 feet and a process or regulations for additional height restrictions for development located within the southern portions of Point Wells based on consideration and preservation of view corridors for Woodway's residents and Shoreline's Richmond Beach neighborhoods.

d. Mandatory public recreational facilities and public access to the Puget Sound shoreline, with adequate public parking requirements that must be incorporated into the site plan in a manner that avoids large surface parking lots.

e. Requirements that development at Point Wells must demonstrate appropriate and adequate sensitivity to the natural environment, with mixed-use and residential development reflecting an effort to achieve the highest level of environmental sustainability for design, construction, and operation of buildings and infrastructure.

f. Requirements that development must adhere to "dark skies" standards, such as light source shielding to prevent the creation of light pollution from light fixtures and landscaping.

g. A requirement that development or redevelopment of Point Wells shall be subject to a Master Development Plan or a Development Agreement with a required design review process that includes a consultation with each City.

h. A traffic restriction of 4,000 ADT on Richmond Beach Drive in Shoreline and a LOS D with 0.9 V/C for the remaining Richmond Beach Road Corridor. This requirement or level of service will apply within each city as well as for any development in Point Wells per the applicable County development regulations, such as Urban Center or Urban Village, to the fullest extent allowed by law.

B. **Adoption of Recommended Policies, Regulations, and Standards**. Each City agrees to timely process the Working Group's recommendation and to place the Planning Commission's and Working Group's recommendation (if different) before its City Council for consideration and adoption within 180 calendar days of submittal of the Working Group's recommendations, PROVIDED that the Cities recognize that any recommended amendments to a City's comprehensive plan or development agreement shall adhere to the requirements of the Growth Management Act (GMA). Prior to the effective date of a City ordinance or state legislation authorizing annexation, a City will consider necessary amendments to its comprehensive plan and development regulations in the manner set forth in Section IA. Each City further agrees that it will affirmatively recommend to its City Council not to amend or repeal the adopted regulations or amendments resulting from the Working Group's recommendations for a period of two (2) years after: (1) the effective date of any state unilateral annexation legislation; or (2) adoption of a city resolution or ordinance annexing Point Wells, unless required to do so by a court of competent jurisdiction, including the Growth Management Hearings Board, or unless the other City formally agrees to such modifications in writing.

C. **Amendment of Comprehensive Plan and Implementing Regulations**. Each City shall provide the other City with at least thirty (30) calendar days written notice (unless otherwise agreed to or waived in writing), and a review and comment opportunity, for any legislative actions that may modify or amend the comprehensive plan policies or development regulations adopted from the recommendations from the Working Group, or that otherwise impacts the uses, development or redevelopment of the Point Wells area. Notice shall include, but not be limited to, notice of all Planning Commission and City/Town Council meetings and hearings related to such legislative considerations or actions.

D. **Reciprocal Mitigation Agreements.** The Cities will create reciprocal mitigation agreements related to the impacts of development and redevelopment within the Cities for recommended adoption by the respective legislative bodies of the Cities for approval. The agreements will provide for issues related to cooperative review of environmental impacts and will include, but not be limited to, issues such as SEPA lead status, review process, and review of impacts related to transportation and park/recreation facilities and may address other impacts of development as well.

E. **Consultation on land use permit applications.** After annexation, each city agrees to provide the other no less than thirty (30) calendar days written notice of all land use permit applications for Point Wells consistent with chapter 36.70B RCW, Local Project Review. Each city agrees to invite the other city's staff to attend meetings between city staff and the applicant relating to such permit applications, including, pre-applications meetings, and allow the other city reasonable review and comment opportunity.

F. **State Environmental Policy Act (SEPA) Mitigation**. Per WAC 197-11-944, the cities will share or divide the responsibilities of lead agency on SEPA review and mitigation for specific environmental impacts in accordance with the impacts from any non-exempt SEPA action from the development or redevelopment of Point Wells. The City in which the development is located shall, however, be responsible to designate one of them as the nominal lead agency and the cities shall consider and apply the mitigations, conditions, and levels of service as set forth in Section I of this ILA as allowed by law.

Nothing in this ILA limits the ability of either City to request additional mitigation pursuant to SEPA where a City has determined and identified specific environmental impacts of development as being significant adverse impacts that are not addressed by this ILA or a SEPA determination.

If Snohomish County is the jurisdiction responsible for SEPA review and mitigation in relation to the development or redevelopment of Point Wells, each city agrees to support the mitigation measures and applicable terms set out in this ILA when participating in the County's environmental review process.

G. In the event neither city has annexed Point Wells prior to the developer submitting a development application to Snohomish County each city, except as required by law or by a judicial or administrative order/decision, agrees not to enter into any agreement(s) with the developer and/or Snohomish County inconsistent with the terms set forth in this Agreement.

II. PROVISIONS APPLICABLE TO THE CITY OF SHORELINE

A. **No Annexation of Point Wells.** In accordance with this ILA, Shoreline agrees that it will take no actions to annex Point Wells, except as otherwise allowed and provided for herein.

B. **Support of Woodway Annexation of Point Wells**. Upon the Effective Date of this ILA, Shoreline agrees not to challenge or object to Woodway's annexation of Point Wells, including any administrative or judicial process. Shoreline further agrees to work with Woodway and to fully support Woodway's annexation of Point Wells, including support of any legislation necessary to effectuate an annexation without the consent of the Point Wells property owner, provided said legislation does not interfere or conflict with the

requirements of this ILA. Should there be inconsistency between any legislation providing for such annexation and the terms of this ILA, Woodway and Shoreline mutually agree, to the extent the law allows, that the requirements of this ILA shall control. Shoreline shall not provide sewer service to Woodway residences or businesses absent a separate agreement with Woodway.

C. **Richmond Beach Drive**. Shoreline agrees that, following annexation of Point Wells by Woodway, Shoreline will not take action that would reduce the current 4,000 ADT limitation on Richmond Beach Drive. The Cities assume that the 4,000 ADT limitation should allow for approximately 400 to 800 multi-family residential units with such estimate being subject to appropriate mitigation. Further, Shoreline agrees that it will not restrict access to Point Wells via Richmond Beach Drive in any way that would unreasonably interfere with or prevent use of the road by the general public, unless agreed to in writing by Woodway, who shall not unreasonably withhold its approval. Notwithstanding the foregoing, nothing shall prevent Shoreline from taking standard health and safety actions to protect its residents and the public from risk or harm or implement emergency measures.

III. PROVISIONS APPLICABLE TO THE TOWN OF WOODWAY

A. **Annexation of Points Wells**. Woodway shall use its best efforts to effectuate the annexation of Point Wells as expeditiously as reasonably possible considering the factors affecting its ability to annex Point Wells, consistent with this ILA.

1. If Woodway, by resolution or formal action of its Town Council, notifies Shoreline of Woodway's election to not annex Point Wells, then Section II(A) of this ILA shall become immediately null and void, and Shoreline may seek annexation of Point Wells under any method legally available to Shoreline. Under such circumstance, Woodway agrees to support and work with Shoreline to have Snohomish County include Point Wells into Shoreline's Municipal Growth Area in Snohomish County, and to fully support Shoreline's annexation, including support of any changes in state legislation necessary to facilitate such annexation.
2. If Woodway fails to file a notice of intent to annex Point Wells with the Boundary Review Board (if such a notice is legally required) or to adopt an annexation ordinance (if Boundary Review Board approval is not required) within three (3) years from the date of a direct petition or within three (3) years after the availability of a statutorily-authorized method of annexation without the property owner's consent becomes legally available, (whichever occurs first), then Shoreline may seek annexation of Point Wells under any method legally available to Shoreline. Should this occur, there shall be no requirement of a resolution of Woodway's Town Council and upon Shoreline providing a notice to Woodway of Shoreline's desire to annex Point Wells, Sections II(A) and (B)) of this ILA shall become immediately null and void, and upon receipt of such notice Woodway shall fully support Shoreline's annexation as set forth in subsection (1) of this section above.

3. Should Shoreline fail after being fully able to annex Point Wells to move forward and file a notice of intent to annex Point Wells with the Boundary Review Board (if such a notice is legally required) or to adopt an annexation ordinance (if Boundary Review Board approval is not required) within three (3) years from the date of a direct petition, or within three (3) years after the availability of a statutorily-authorized method of annexation without the property owner's consent becomes legally available (whichever occurs first), Woodways obligation under the preceding section to fully support Shoreline's annexation shall become immediately null and void. Shoreline and Woodway may then pursue annexation of Point Wells without obligation of support from the other party.

4. Woodway shall not acquire any of Shoreline's sewer utilities located within Point Wells or provide sewer service to Shoreline residences or businesses absent a separate agreement with Shoreline. Woodway shall not interfere in any way with Shoreline's acquisition of property described in Exhibit B from BSRE in relation to Lift Station 13. Woodway further agrees, except for the connection of Point Wells with Richmond Beach Drive, that Shoreline's acquisition of the herein described property in relation to Lift Station 13 is a superior public use to any use that Woodway may have for the property. Woodway also expressly recognizes that the existing Lift Station 13 facilities and property is property that will become Shoreline's property and part of Shoreline's wastewater utility system upon its assumption of Ronald Wastewater District. Lift Station 13, as used herein, is the property and system that is currently located off of Richmond Beach Drive in unincorporated Snohomish County.

B. **Woodway Access Road.** Upon annexation of Point Wells by Woodway, Woodway shall require that any development or redevelopment of Point Wells of 25 or more units or commercial development that would trigger the equivalent number of trips, or any combination thereof, shall, as a condition of development approval, provide a general-purpose public access road wholly within Woodway that connects into Woodway's transportation network and provides a full second vehicular access point to Point Wells into Woodway. This road shall be built to Woodway's standards and shall accommodate full access for commercial, emergency and residential traffic that meets acceptable engineering standards, and provides a viable reasonable alternative to the use of Richmond Beach Drive. This secondary access road, including the ingress and egress to and from the road, shall not be restricted in any way that would prevent such use of the road by the general public, unless agreed to in writing by Shoreline. Notwithstanding the foregoing, nothing shall prevent Woodway from taking standard health and safety actions to protect its residents and the public from risk or harm or implement emergency measures. This provision may not be relied upon by any applicant, other third party, or governmental entity as an obligation on Woodway to acquire property or construct the access or a requirement to approve access.

IV. GENERAL PROVISIONS

A. TERM

The intent of the Cities is that this ILA shall remain in full force and effect until the responsibilities and obligations of the parties set forth herein are fulfilled, but no later than December 31, 2034, unless an extension is mutually agreed to in writing by the parties. This ILA may be terminated at any time by mutual consent of the Cities, provided that such consent to terminate is in writing and authorized by the Shoreline City Council and the Woodway Town Council.

B. SEVERABILITY

This Agreement does not violate any federal or state statute, rule, regulation or common law known; but any provision which is found to be invalid or in violation of any statute, rule, regulation or common law shall be considered null and void, with the remaining provisions remaining viable and in effect.

C. DISPUTE RESOLUTION.

1. **Dispute Resolution.** It is the Cities' intent to work cooperatively and in good faith to resolve any disputes in an efficient and cost-effective manner. If any dispute arises between the Cities relating to this ILA, then the Shoreline City Manager, or designee, and the Woodway Town Administrator, or designee, shall meet and seek to resolve the dispute, in good faith, within ten (10) calendar days after a City's written request for such a meeting to resolve the dispute. If the matter cannot be resolved amicably and promptly by the Shoreline City Manager and the Woodway Town Administrator, then the matter shall be subject to mediation.

2. **Mediation proceedings.** The mediator will be selected by mutual agreement of the Cities. If the Cities cannot agree on a mediator, a mediator shall be designated by the American Arbitration Association. Any mediator so designated must be acceptable to the Cities. The mediation will be conducted in King County, Washington. Any City may terminate the mediation at any time. All communications during the mediation are confidential and shall be treated as settlement negotiations for the purpose of applicable rules of evidence, including Evidence Rule 408. However, evidence that is independently admissible shall not be rendered inadmissible by nature of its use during the mediation process. The mediator may not testify for either City in any subsequent legal proceeding related to the dispute. No recording or transcript shall be made of the mediation proceedings. The cost of any mediation proceedings shall be shared equally by the

Cities. Any cost for a City's legal representation during mediation shall be borne by the hiring City.

D. INDEMNIFICATION AND LIABILITY.

1. Indemnification of Woodway. Shoreline shall protect, save harmless, indemnify and defend, at its own expense, Woodway, its elected and appointed officials, officers, employees, volunteers and agents, from any loss or claim for damages of any nature whatsoever arising out of Shoreline's good faith performance of this ILA, including claims by Shoreline's employees or third parties, except for those damages caused solely by the negligence, recklessness or intentional misconduct of Woodway, its elected and appointed officials, officers, employees, volunteers or agents.

2. Indemnification of Shoreline. Woodway shall protect, save harmless, indemnify, and defend at its own expense, Shoreline, its elected and appointed officials, officers, employees, volunteers and agents from any loss or claim for damages of any nature whatsoever arising out of the Woodway's good faith performance of this ILA, including claims by Woodway's employees or third parties, except for those damages caused solely by the negligence, recklessness or intentional misconduct of Shoreline, its elected and appointed officials, officers, employees, volunteers or agents.

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

4. Hold harmless. No liability shall be attached to Shoreline or Woodway by reason of entering into this ILA except as expressly provided herein. Shoreline shall hold Woodway harmless and defend at its expense any legal challenges to Shoreline's requested mitigation. Woodway shall hold Shoreline harmless and defend at its expense any legal challenges to Woodway's requested mitigation.

E. GENERAL PROVISIONS

1. **Notice.** Any notice required under this ILA will be in writing, addressed to the appropriate City at the address which appears below (as modified in writing from time to time by such City), and given personally, by registered or certified mail, return receipt requested, by facsimile or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

City Manager
City of Shoreline
17500 Midvale Avenue N
Shoreline, WA 98133-4905
(206) 801-2700
dtarry@shorelinewa.gov

Town Administrator
Town of Woodway
23920 113th Place W
Woodway, WA 98020
(206) 542-4443
eric@townofwoodway.com

2. **Governing Law.**

   a. This ILA shall be construed and enforced in accordance with the laws of the State of Washington.

   b. This ILA in no way modifies or supersedes existing law and statutes. In meeting the commitments encompassed in this ILA, Shoreline and Woodway shall comply with the requirements of the Open Public Meetings Act, chapter 42.30 RCW, Growth Management Act, chapter 36.70A RCW, State Environmental Policy Act, chapter 43.21C RCW, Public Records Act, chapter 42.56 RCW, Annexation by Code Cities, chapter 35A.14 RCW, and other applicable laws and regulations, as amended from time to time.

   c. By executing this ILA, Shoreline and Woodway do not purport to abrogate any land use and development authority vested in them by the law.

3. **Venue.** Venue of any suit between the Cities arising out of this ILA shall be in either King County Superior Court or Snohomish County Superior Court.

4. **Third Party Beneficiaries.** There are no third-party beneficiaries to this ILA, and this ILA shall not be interpreted to create any third-party beneficiary rights.

Each individual signing below hereby represents and warrants that he/she is duly authorized to execute and deliver this Interlocal Agreement on behalf of the city for which they are signing and, that such city shall be bound by the terms contained in this Interlocal Agreement.

CITY OF SHORELINE

By: _____

City Manager

Approved as to form: _____

City Attorney

TOWN OF WOODWAY

By: _____

Mayor

Approved as to form: _____

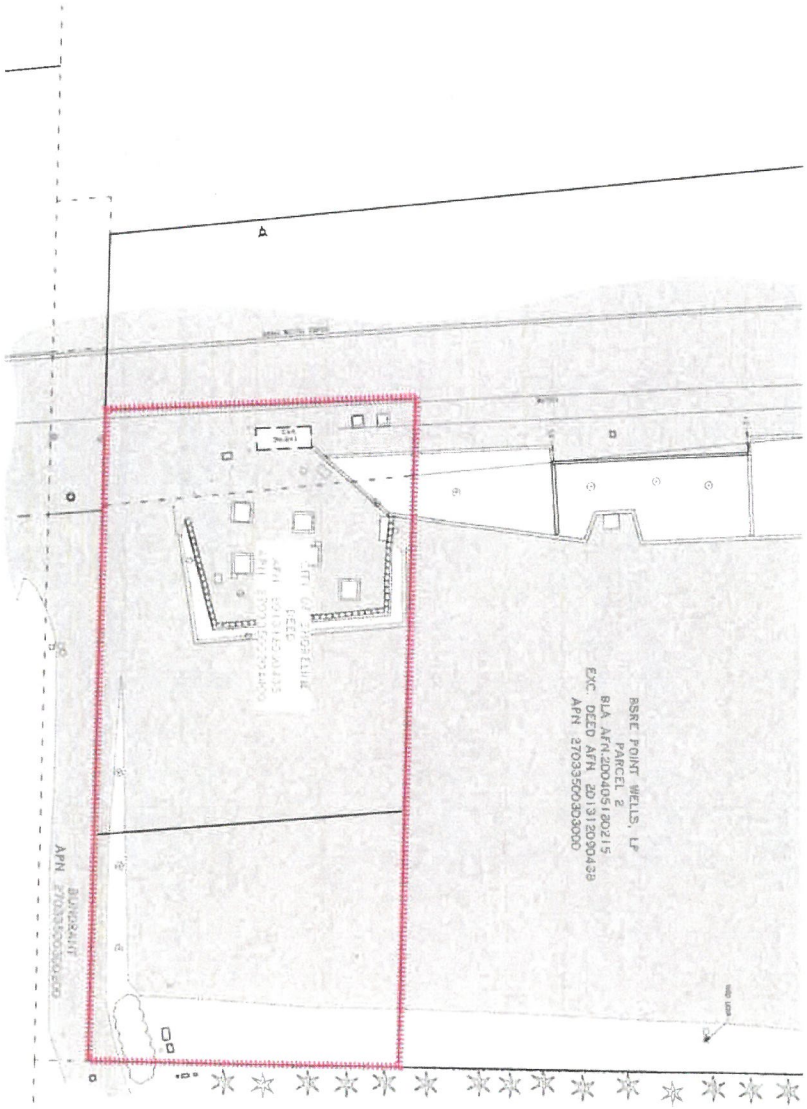
Town Attorney

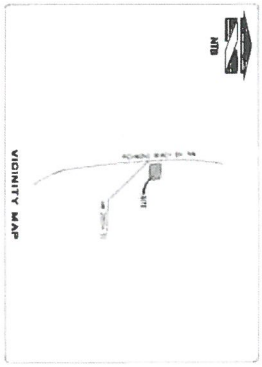
Exhibit A


PARCEL NUMBERS
① PIN # 27033500302700
② PIN # 27033500302800
③ PIN # 27033500304000
④ PIN # 27033500301100
⑤ PIN # 27033500303900
⑥ BNSF Right of Way
⑦ PIN # 27033500303800
⑧ PIN # 27033500304400
⑨ PIN # 27033500303000
⑩ PIN # 27033500301100
⑪ PIN # 27033500303600
⑫ PIN # 27033500300200
WOODWAY
ANNEXATION AREA
Richmond Beach Dr
Town Boundary
SNOHOMISH COUNTY
KING COUNTY
SHORELINE
N
W
E
S
WOODWAY ANNEXATION AREA
TOWN OF WOODWAY
0
250
500
Feet

AREA EXHIBIT

Exhibit B





Job Number: 3876	LANKTREE LAND SURVEYING, INC. 25510 74TH AVENUE SOUTH KENT, WA 98032 PHONE: (253) 653-8423 FAX: (253) 793-1616 WWW.LANKTREELANDSURVEYING.COM	Designed: ...RYL Drawn: ...BCH Checked: ...DAL Approved: ...DAL Date: 7/11/15	Scale: Horizontal 1"=10' Vertical	For: CITY OF SHORELINE C/O HILLARY GRABER KENYON DISEND, PLLC 11 FRONT STREET S ISSAQUAH, WA 98027	Title: AREA EXHIBIT PTN OF THE SE1/4, OF THE SW1/4 OF SEC. 35, TWP. 27 N., RGE 3 EAST, W. M. CITY OF SHORELINE SNOHOMISH COUNTY STATE OF WASHINGTON	
Sheet: 1 of 1						

FIRST AMENDMENT OF THE SETTLEMENT AND INTERLOCAL AGREEMENT BETWEEN THE CITY OF SHORELINE AND THE TOWN OF WOODWAY

THIS FIRST AMENDMENT OF SETTLEMENT AND INTERLOCAL AGREEMENT ("First Amendment") is made and entered into this 21st day of April, 2020 ("Effective Date") by and between the City of Shoreline ("Shoreline") and the Town of Woodway ("Woodway"). Shoreline and Woodway are each a "City" and collectively, the "Cities" to this First Amendment.

WHEREAS, on October 7, 2019, the Shoreline City Council and the Woodway Town Council, at their respective meetings, authorized the execution of the *Settlement and Interlocal Agreement Between City of Shoreline and Town of Woodway* ("Original Agreement"); and

WHEREAS, the purpose of the Original Agreement was to address services, infrastructure, mitigation, impacts, and other issues related to development or redevelopment of Point Wells; and

WHEREAS, Section I(A) established a Joint Planning Working Group ("Working Group") to develop and recommend mutually agreeable comprehensive plan policies, development regulations, and design standards, including applicable zoning, for Point Wells; and

WHEREAS, the Working Group first met on November 22, 2019 and, as required by Section I(A)(2), has met on a monthly basis since that time except, due to the COVID-19 public health pandemic, the March 2020 meeting was cancelled and the April 2020 will most likely be cancelled; and

WHEREAS, on March 23, 2020, the Washington State Governor issued a "Stay Home, Stay Healthy" Proclamation prohibiting non-essential activities until April 6, 2020 and, on April 2, 2020, extended the effectiveness of this Proclamation until May 4, 2020; and

WHEREAS, Section I(A)(3) of the Original Agreement states that the Working Group shall attempt to complete its work within 180 calendar days of its first meeting, resulting in an anticipated completion date of May 20, 2020; and

WHEREAS, given the COVID-19 pandemic, it is not possible for the Working Group to complete its work by May 20, 2020; especially given a reduced workforce and the need for the Cities to direct resources towards the public health emergency; and

WHEREAS, the Original Agreement needs to be amended to extend the time period for the Working Group to complete its work;

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated herein as is if fully set forth below, and the terms and provisions contained herein, Shoreline and Woodway agree as follows:

Section 1. Prior Agreement and Intent of Amendment. Shoreline and Woodway agree to amend the Original Agreement as set forth herein, effective immediately. Except as expressly set

forth herein, all other terms and conditions of the Original Agreement, will remain in full force and effect.

Section 2. Amendment. The Original Agreement shall be amended as follows:

Section I(A)(3) shall be deleted in its entirety and replaced with the following:

> The Working Group shall complete its work and submit its recommendation to their respective Planning Commission no later than December 31, 2020, so that the Planning Commissions can consider it for inclusion in that City's respective comprehensive plan and/or implementing regulations applicable to Point Wells pursuant to the amendment process set forth in the Shoreline Municipal Code (SMC), including chapter 20.30 SMC, or the Woodway Municipal Code (WMC), including chapter 15.04 WMC and Title 14 WMC. Each City's Planning Commission recommendation shall be submitted to its City Council within 180 calendar days of the Working Group's submittal as provided in Section I(B).

Each individual signing below hereby represents and warrants that they are duly authorized to execute and deliver this First Amendment to the Original Agreement on behalf of the City for which they are signing and, that such City shall be bound by the terms contained in this First Amendment.

CITY OF SHORELINE

By: _____
City Manager

Date: April 21, 2020

TOWN OF WOODWAY

By: _____
Mayor

Date: April 21, 2020

SECOND AMENDMENT OF THE SETTLEMENT AND INTERLOCAL AGREEMENT BETWEEN THE CITY OF SHORELINE AND THE TOWN OF WOODWAY

THIS SECOND AMENDMENT OF SETTLEMENT AND INTERLOCAL AGREEMENT ("Second Amendment") is made and entered by and between the City of Shoreline ("Shoreline") and the Town of Woodway ("Woodway") and is effective as of the last date signed. Shoreline and Woodway are each a "City" and collectively, the "Cities" to this Second Amendment.

WHEREAS, on October 7, 2019, the Shoreline City Council and the Woodway Town Council, at their respective meetings, authorized the execution of the *Settlement and Interlocal Agreement Between City of Shoreline and Town of Woodway* and was last amended on April 21, 2020 (hereinafter collectively referred to as the "SILA"); and

WHEREAS, the Cities desire to amend the SILA.

NOW THEREFORE, Shoreline and Woodway agree as follows:

Section 1. Prior Agreement and Intent of Amendment. Shoreline and Woodway agree to amend the SILA as set forth herein, effective immediately. Except as expressly set forth herein, all other terms and conditions of the SILA remain in full force and effect.

Section 2. Amendment. Section III A. 2 of the SILA shall be amended as follows:

2. If Woodway fails to file a notice of intent to annex Point Wells with the Boundary Review Board (if such a notice is legally required) or to adopt an annexation ordinance (if Boundary Review Board approval is not required) within ~~three (3) years~~ thirty-nine (39) months from the date of a direct petition or within ~~three (3) years~~ thirty-nine (39) months after the availability of a statutorily-authorized method of annexation without the property owner's consent becomes legally available, (whichever comes first), then Shoreline may seek annexation of Point Wells under any method legally available to Shoreline. Should this occur, there shall be no requirement of a resolution of Woodway's Town Council and upon Shoreline providing a notice to Woodway of Shoreline's desire to annex Point Wells, Sections II(A) and (B) of this ILA shall become immediately null and void, and upon receipt of such notice Woodway shall fully support Shoreline's annexation as set forth in subsection (1) of this section above.

Section 3. Authority. Each individual signing below hereby represents and warrants that each is duly authorized to execute and deliver this Second Amendment to the SILA on behalf of the City for which each is signing and, that such City is bound by the terms contained in this Second Amendment.

CITY OF SHORELINE

By:

DocuSigned by:
Bristol Ellington
B1BEEA0A68D44DC...

City Manager

Date: 5/9/2023, 2023

Approved as to form:

DocuSigned by:
FB7FCD06033E40A...

City Attorney

TOWN OF WOODWAY

By:

Mayor

Date: May 5, 2023

Approved as to form:

Town Attorney

DocuSign

Certificate Of Completion

Envelope Id: 6DC71E7F9F7349DCBE2A0E0038326D7A
Status: Completed
Subject: Complete with DocuSign: Second Amendment to Shoreline-Woodway ILA -4-14-23.pdf
Source Envelope:
Document Pages: 2
Signatures: 2
Envelope Originator:
Certificate Pages: 5
Initials: 0
Tara Ladwig
AutoNav: Enabled
tladwig@shorelinewa.gov
EnvelopeId Stamping: Enabled
IP Address: 146.129.242.52
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Record Tracking

Status: Original
5/8/2023 3:20:44 PM
Holder: Tara Ladwig
tladwig@shorelinewa.gov
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal
Storage Appliance Status: Connected
Pool: City of Shoreline
Location: DocuSign

Signer Events	Signature	Timestamp
Bristol Ellington bellington@shorelinewa.gov City Manager City of Shoreline Security Level: Email, Account Authentication (None)	DocuSigned by: Bristol Ellington B1BEEA0A68D44DC... Signature Adoption: Pre-selected Style Using IP Address: 146.129.242.52	Sent: 5/8/2023 3:24:44 PM Viewed: 5/9/2023 7:58:48 AM Signed: 5/9/2023 7:59:11 AM
Electronic Record and Signature Disclosure: Accepted: 5/9/2023 7:58:48 AM ID: d0712a0b-af02-4f68-8501-224578f80538		
Margaret King mking@shorelinewa.gov City Attorney City of Shoreline Security Level: Email, Account Authentication (None)	DocuSigned by: FB7FCD06033E40A... Signature Adoption: Drawn on Device Using IP Address: 73.59.10.243	Sent: 5/8/2023 3:24:43 PM Viewed: 5/8/2023 4:25:03 PM Signed: 5/8/2023 4:25:14 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/8/2023 3:24:44 PM
Certified Delivered	Security Checked	5/8/2023 4:25:03 PM

Envelope Summary Events	Status	Timestamps
Signing Complete	Security Checked	5/8/2023 4:25:14 PM
Completed	Security Checked	5/9/2023 7:59:11 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Shoreline (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Shoreline:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: clk@shorelinewa.gov

To advise City of Shoreline of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at clk@shorelinewa.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Shoreline

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to clk@shorelinewa.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Shoreline

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to clk@shorelinewa.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Shoreline as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Shoreline during the course of your relationship with City of Shoreline.

Chapter 14.40
URBAN VILLAGE ZONE DISTRICT

Sections:

14.40.010 Purpose and applicability.

The purpose of the urban village (UV) zone is to implement the goals and policies of the Point Wells Subarea Plan which envisions a pedestrian-oriented mixed-use development consisting of primarily residential uses in a variety of housing types with limited commercial uses along with public recreation access. (Ord. 20-625 § 2 (Exh. A), 2020; Ord. 13-549 § 1 (Exh. C.1 (part)), 2013. Formerly 14.40.020)

14.40.020 Relationship to other regulations.

Development in the urban village zone district is governed by Titles 13 through 16 of this code, including the Town's Shoreline Master Program (Ordinance No. 19-600). Where conflicts occur between provisions of this chapter and other Town regulations, the more restrictive provisions shall apply. (Ord. 20-625 § 2 (Exh. A), 2020)

14.40.030 Permitted uses.

A. Single-family detached, subject to a maximum building height of thirty-five feet, a maximum lot coverage of thirty percent, and Section 14.36.030.

B. Land uses listed in Table 14.40.030(A) are permitted subject to an approved development agreement.

C. Land uses not listed in Table 14.40.030(A) may be permitted as part of an approved development agreement, provided the development agreement includes written findings that the unlisted land use(s) is consistent with the Point Wells Subarea Plan and the purpose of this chapter.

Table 14.40.030(A)

SPECIFIC LAND USE
Live/work units
Assisted living facilities
Apartment/multifamily
Single-family attached (townhomes)
Eating and drinking establishments (excluding gambling uses)
Hotel/motel
General retail trade/services[1]
Professional office
Parks and trails
Recreation/cultural
Personal services
Financial institutions
Parking structures and surface parking lots, accessory to a primary use
Health and fitness facilities
General government/public administration
Fire facility
Police facility
Utilities[2]
Wireless telecommunication facility[3]
Home occupation
Accessory dwelling units

Footnotes:

1. These general retail trade/services are prohibited in the UV zone:

a. Adult use facilities;

b. Smoke/vape shop (a business that sells drug paraphernalia and smoking products);

c. All businesses that are prohibited under the Town’s business license regulations;

d. Firearm sales;

e. Pawnshops;

f. Vehicle sales and service; and

g. Drive-throughs.

2. Utility facilities necessary to serve development in the UV zone are permitted.

3. Subject to the provisions of Chapter 14.46 of this code.

(Ord. 21-631 § 2 (Exh. A), 2021; Ord. 20-625 § 2 (Exh. A), 2020; Ord. 13-549 § 1 (Exh. C.1 (part)), 2013)

14.40.040 Development standards.

A. Density.

1. For the purposes of this chapter, "density" means the net density of residential development excluding roads, drainage detention/retention areas, biofiltration swales, areas required for public use, tidelands, and critical areas and their required buffers.

2. A minimum density of four dwelling units per acre shall be required for all new subdivisions, short subdivisions, townhouse, and mixed townhouse developments. Minimum density is determined by rounding up to the next whole unit or lot when a fraction of a unit or lot is five-tenths or greater.

3. For a period of five years after the effective date of an annexation to which this zone district is applicable, the minimum density required herein shall be consistent with the requirements of RCW 35A.14.296.

4. Residential development shall not exceed a maximum density of forty-four dwelling units per acre.

B. No building within the development shall exceed sixty dwelling units.

C. No building within the development shall have a footprint that exceeds ten thousand square feet.

D. Setbacks. Setbacks shall be consistent with applicable design standards and identified as part of an approved development agreement.

E. Lot Dimensions. There is no minimum lot size or width. Any subdivision of land or alteration of property lines is subject to Title 13 of this code, Subdivisions.

F. Utilities. All utilities, including transmission and distribution, shall be underground. Location of utilities and mechanical areas shall comply with applicable design standards set forth in Chapter 14.60 of this code. (Ord. 21-631 § 2 (Exh. A), 2021; Ord. 20-625 § 2 (Exh. A), 2020)

14.40.050 Building height.

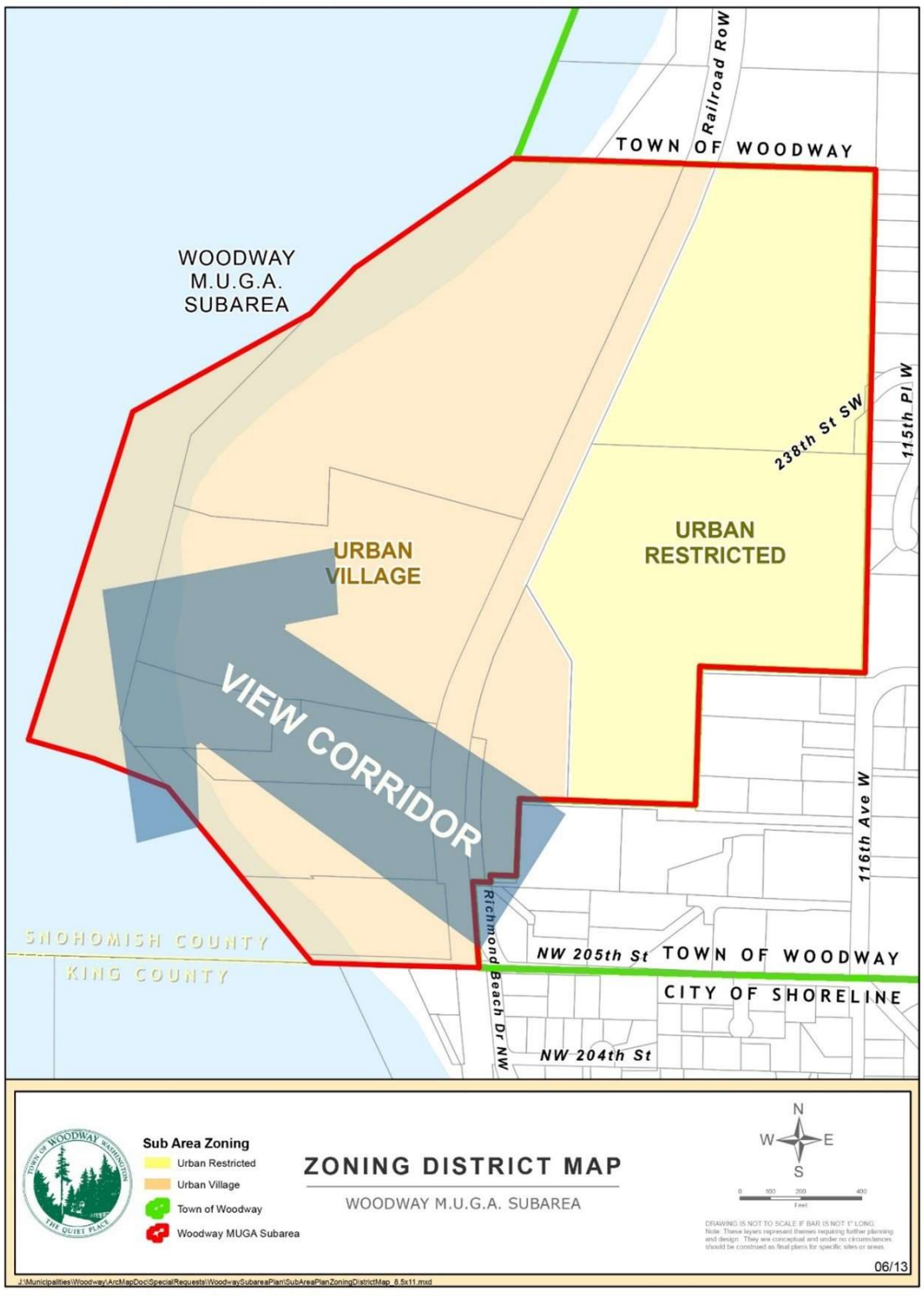
A. The maximum building height shall be forty-five feet, except areas east of the BNSF Railway right-of-way the maximum building height shall be thirty-five feet.

B. The maximum building height may be increased to seventy-five feet west of the BNSF Railway right-of-way, provided the applicant conducts a view analysis demonstrating that public views from Richmond Beach

Drive to Admiralty Inlet are not impacted (as depicted in Figure 14.40.050(1)). The view analysis and accompanying height limits shall be reviewed and approved concurrently with a development agreement.

C. Building height shall be measured pursuant to Section 14.08.020.

Figure 14.40.050(1)



(Ord. 20-625 § 2 (Exh. A), 2020)

14.40.060 Parking.

A. Development in the UV zone shall comply with the following parking ratios:

Parking Ratios	
Table 14.40.060(1)	
Use	Minimum
Restaurants	2 stalls/1,000 net square feet (nsf)
Retail	2 stalls/1,000 nsf
Office	2 stalls/1,000 nsf
Hotel/motel	Parking analysis
Assisted living	1 stall/3 beds
Personal services	2 stalls/1,000 nsf
Health and fitness facilities	2 stalls/1,000 nsf

Parking Ratios	
Table 14.40.060(1)	
Use	Minimum
Residential units with 2 or more bedrooms	2 stalls per unit
Residential units with fewer than 2 bedrooms	1 stall per unit
Public parks and open space	To be determined as part of the project master plan

Note: Square footage in the table above refers to net usable area and excludes walls, corridors, lobbies, bathrooms, etc.

B. If the formula for determining the number of parking spaces results in a fraction, the number of parking spaces shall be rounded to the nearest whole number, with fractions of five-tenths or greater rounding up and fractions below five-tenths rounding down.

C. Uses not listed or uses listed with a parking ratio referring to "parking analysis" in Table 14.40.060(1) shall undergo a parking demand analysis prepared by a qualified professional with expertise in parking demand studies. The parking demand study shall be reviewed and approved concurrently with a development agreement.

D. Public parking areas shall be distributed throughout the project and provided at a rate appropriate to serve publicly accessible recreation and open space areas.

E. An applicant may request a reduction of the minimum required parking spaces with the approval of a parking management plan. The parking management plan shall be reviewed and approved concurrently with a development agreement. (Ord. 20-625 § 2 (Exh. A), 2020)

14.40.070 Recreation and open space.

A. Development in the UV zone shall provide an integrated public open space network that links together the various open spaces throughout the development and provides public access to shorelines, public open space areas, and publicly accessible parking.

B. All development shall provide public recreation and open space at a minimum rate of ten percent of the gross site area. The minimum public recreation and open space area shall not include shoreline public access as required pursuant to the Shoreline Management Act, Chapter 90.58 RCW.

C. Public recreation and open space areas may include a mix of active and passive uses.

D. For developments with an approved phasing plan, each phase of a development shall include a minimum of ten percent of the gross recreation and open space area required for the phase. (Ord. 20-625 § 2 (Exh. A), 2020)

14.40.080 Transportation.

A transportation study shall be prepared and submitted with the application for a development agreement as set forth in Section 14.40.150. The scope of the transportation study shall be established by the Town Engineer and include at a minimum the following elements:

A. Development within Point Wells shall comply with the following traffic restrictions:

1. Richmond Beach Drive shall be limited to four thousand average daily trips (ADT); and

2. The Richmond Beach Road Corridor shall not exceed a level of service (LOS) D with nine-tenths volume-to-capacity (V/C) ratio; and

3. Woodway streets shall remain at a level of service (LOS) A, with a street volume not to exceed two hundred seventy-three vehicles per hour.

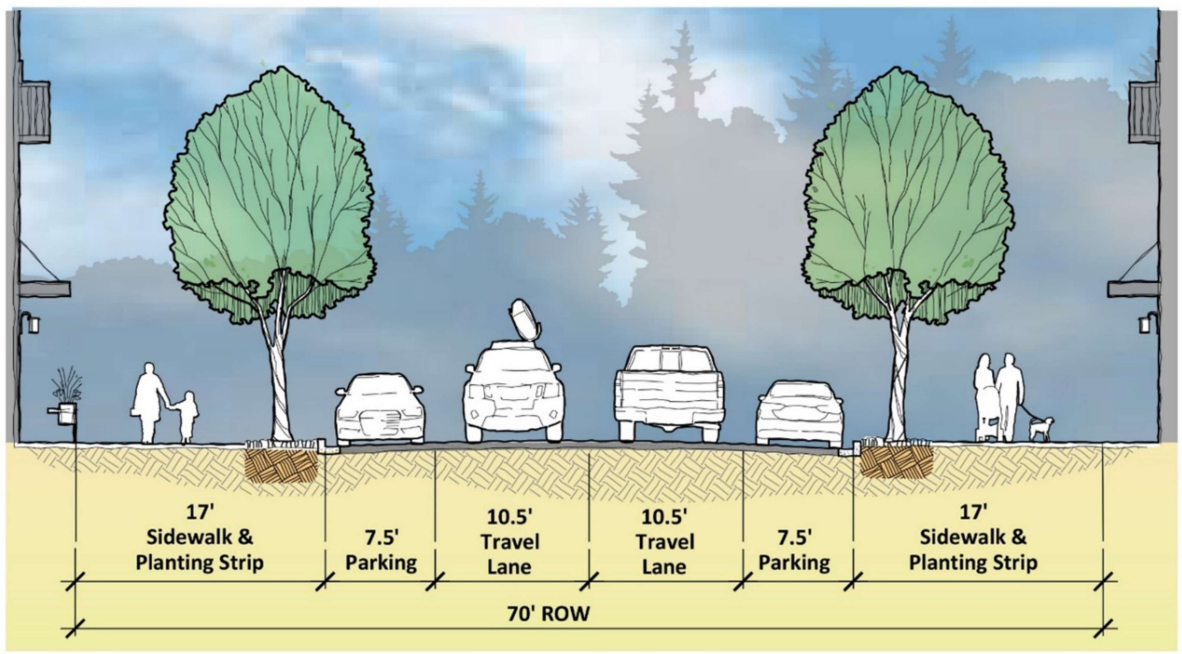
B. Any combination of residential or commercial development or redevelopment that would generate two hundred fifty or more average daily trips shall provide a general-purpose public access road wholly within the Town of Woodway that connects into Woodway's transportation network and provides a full second vehicular access point from Point Wells into Woodway.

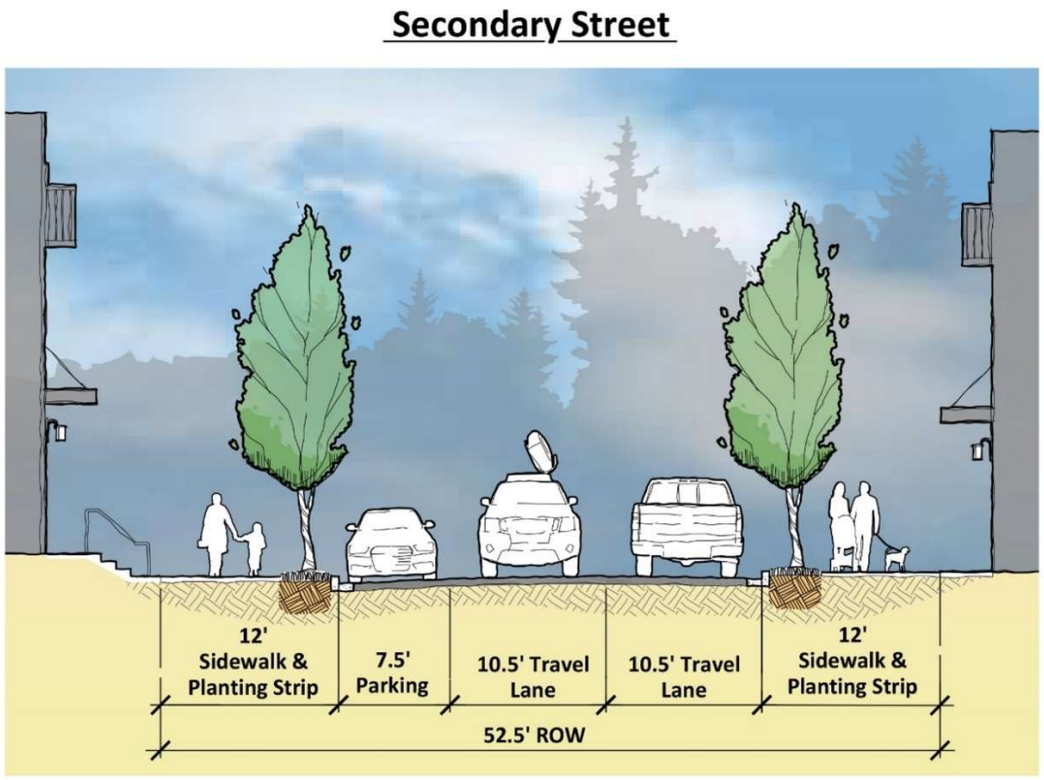
C. Connectivity. Development in the UV zone shall provide a network of streets, sidewalks, and multipurpose pathways that are well connected and provide efficient circulation throughout the zone and connect to the surrounding transportation network.

D. Public and Private Street Cross Sections. Street cross sections shall be developed to complement adjoining land uses and implement applicable design standards while also meeting engineering standards for safety and function. Cross sections for each type of street within the development shall be reviewed and approved concurrently with a development agreement. The table below describes the primary elements for types of streets anticipated within a development.

Feature	Primary Street (both sides)	Secondary Street (both sides)
Sidewalk/Planting Strip	17'	12'
Street Tree Spacing	30' on center	30' on center
On Street Parking	Yes	Yes (one side)
General Purpose Lane	10.5' max. lane width	10.5' max. lane width
Right-of-Way	60'-70'	52.5'

Primary Street





(Ord. 20-625 § 2 (Exh. A), 2020)

14.40.090 Design standards.

Site and project design standards for buildings, public and private streets and streetscapes, infrastructure location, landscaping, signage, open spaces, and other design details are set forth in Chapter 14.60 of this code. Project applications shall include both drawings and narrative descriptions of the project's consistency with the listed design standards. (Ord. 20-625 § 2 (Exh. A), 2020)

14.40.100 Landscaping.

Landscaping shall be provided throughout the site and integrated as part of the overall project design. Landscaping shall be provided on the perimeter of the site adjacent to existing development. A development-wide conceptual landscape plan identifying landscape locations, dimensions, and planting plan and material shall be reviewed and approved with the development agreement. (Ord. 20-625 § 2 (Exh. A), 2020)

14.40.110 Signs.

Signs within the UV zone shall comply with Section 14.60.070. (Ord. 20-625 § 2 (Exh. A), 2020)

14.40.120 Sustainability.

Development within the UV zone district shall meet or exceed LEED standards for building design, construction, and neighborhood development as set forth in the U.S. Green Building Council rating system. (Ord. 20-625 § 2 (Exh. A), 2020)

14.40.130 Outdoor lighting.

Outdoor lighting shall be located and designed to eliminate light pollution by meeting the following standards:

A. Fixtures shall contain shielding and/or be direct cut-off type.

B. Fixtures shall be no brighter than necessary to light the intended area.

C. Color temperatures shall minimize blue light emissions to the extent feasible.

D. Timers, dimmers, motion sensors, or other adaptive control methods shall be utilized where feasible to turn off lighting when unnecessary.

E. Uplighting shall be limited to accent features or landscaping. (Ord. 20-625 § 2 (Exh. A), 2020)

14.40.140 Tree preservation and management.

The provisions of Chapter 16.12 of this code shall apply to the removal, installation, and maintenance of trees within the project area. (Ord. 20-625 § 2 (Exh. A), 2020)

14.40.150 Development agreement required.

A. The entitlement for development of the entire site, or portions thereof, shall be authorized through the legislative approval of a development agreement pursuant to RCW 36.70B.170.

B. Submittal Requirements. Applicants shall submit the following information and material for administrative review:

1. Items set forth in Chapter 14A.04 of this code, Permit Processing.

2. If the project includes a division of land into tracts, parcels and/or lots for sale or lease, all submittal items set forth in Title 13 of this code, Subdivisions.

3. A master site plan drawing depicting the existing site characteristics; planned location of public and private streets; building envelopes, footprints and uses; building/site density and intensity; public and private open spaces; infrastructure rights-of-way and easements.

4. Preliminary engineering drawings showing the location and size of all ditches, culverts, catch basins, and other parts of the design for the control of surface water drainage.

5. Acreage calculations for public and private streets, stormwater facilities, open space dedications, and net developable area pursuant to Section 14.40.040.

6. Building elevations, streetscape section drawings including adjacent building frontages, landscaping, wayfinding signage, building materials, location of service areas and other design details consistent with Chapter 14.60 of this code.

7. A transportation study pursuant to Section 14.40.080.

8. A critical area report pursuant to Chapter 16.10 of this code related to wetlands, streams, geologic hazard areas, and sea level rise.

9. Other information and material as determined by the Director.

C. Departures from the development agreement and submittal requirements may be allowed by the Director upon a showing that said departures will result in development features and elements that are a superior product, better minimize impacts, and further the goals and policies of the subarea plan. (Ord. 20-625 § 2 (Exh. A), 2020)

14.40.160 Neighborhood meeting.

A. The applicant shall conduct a neighborhood meeting to discuss the proposed development. The meeting must be held at least thirty days prior to submitting a development agreement application.

B. The purpose of the neighborhood meeting is to:

1. Ensure the applicant pursues early and effective public participation in conjunction with the proposal, giving the applicant an opportunity to understand and mitigate any real and perceived impacts the proposed development might have to the neighborhood or neighboring cities.

2. Ensure that residents, property owners, business owners, and nearby cities have an opportunity at an early stage to learn about how the proposed development might affect them and to work with the applicant to resolve concerns prior to submittal of a development application.

C. The neighborhood meeting shall meet the following requirements:

1. Notice of the neighborhood meeting shall be provided by the applicant and shall include:

a. Date, start time, and location of the neighborhood meeting;

b. Description of the project;

c. Zoning of the property;

d. Site and vicinity maps;

e. A list of the land use applications that may be required; and

f. Name and contact information of the applicant or representative of the applicant to contact for additional information.

2. The notice shall be provided, at a minimum, to:

a. Property owners located within one thousand feet of the proposal;

b. The neighborhood chair as identified by the Shoreline Office of Neighborhoods (note: if a proposed development is within five hundred feet of adjacent neighborhoods, those chairs shall also be notified);

c. Any city or town whose municipal boundaries are within one mile of the subject property.

3. The notice shall be postmarked ten to fourteen days prior to the neighborhood meeting.

4. The neighborhood meeting shall be held within the Town of Woodway.

5. The neighborhood meeting shall be held anytime between the hours of five-thirty p.m. and nine-thirty p.m. on weekdays or anytime between the hours of nine a.m. and nine p.m. on weekends.

D. The neighborhood meeting agenda shall cover the following items:

1. Introduction of neighborhood meeting organizer (i.e., developer, property owner, etc.).

2. Description of proposed project that includes:

a. Proposed mix of land uses, including the number of dwelling units and amount of nonresidential square footage;

b. Number of parking spaces; and

c. Location and amount of open space.

3. Listing of permits that are anticipated for the project.

4. Description of how comments made at the neighborhood meeting will be used.

5. Provide meeting attendees with the Town's contact information.

6. Provide a sign-up sheet for attendees.

E. The applicant shall provide the Town with a written summary of the neighborhood meeting to be included with the development application. The summary shall include the following:

1. A copy of the mailed notice of the neighborhood meeting and a copy of the list to whom it was mailed.

2. A list of persons who attended the meeting and their addresses.

3. A summary of concerns, issues, and problems expressed during the meeting. (Ord. 20-625 § 2 (Exh. A), 2020; Ord. 13-549 § 1 (Exh. C.1 (part)), 2013. Formerly 14.40.075)

14.40.170 Review process.

A. A development agreement, pursuant to RCW 36.70B.170, is required for any new development in the UV zone and shall set forth the development standards, conditions, and other provisions that shall apply to govern and vest the development, use, and mitigation of the development. For the purposes of this section, "development standards" includes, but is not limited to:

1. Project elements such as permitted uses, residential densities, and nonresidential densities and intensities or building sizes.

2. The amount and payment of impact fees imposed or agreed to in accordance with any applicable provisions of state law, any reimbursement provisions, other financial contributions by the property owner, inspection fees, or dedications.

3. Mitigation measures, development conditions, and other requirements under Chapter 43.21C RCW.

4. Design standards such as building massing, architectural elements, maximum heights, setbacks, conceptual street and streetscapes, drainage and water quality requirements, signage, palette of potential building materials, conceptual lighting, landscaping, and other development features.

5. Affordable housing units.

6. Parks and open space preservation.

7. Phasing of development.

8. Review procedures and standards for implementing decisions.

9. A build-out or vesting period for applicable standards.

10. Any other appropriate development requirement or procedure.

11. Preservation of significant trees.

12. Connecting, establishing, and improving nonmotorized access.

B. The Planning Commission shall review the application for compliance with this chapter and, following a public hearing in accordance with Chapter 14A.04 of this code, forward its recommendation to the Town Council.

C. The Town Council shall review the recommendation of the Planning Commission and may approve, or approve with conditions, the development agreement when all of the following are met:

1. The proposed development is consistent with goals and policies of the comprehensive plan as well as the goals and policies of the Point Wells Subarea Plan.

2. The proposed development is consistent with the goals, policies, and regulations of the Town's Shoreline Master Program, Ordinance No. 19-600.

3. There is either sufficient capacity and infrastructure (e.g., roads, sidewalks, bike lanes) that meet the Town's adopted level of service standards (as confirmed by the performance of a transportation impact analysis) in the transportation system (motorized and nonmotorized) to safely support the development proposed in all future phases, or there will be adequate capacity and infrastructure by the time each phase of development is completed. If capacity or infrastructure must be increased to support the proposed development, then the applicant must identify a plan for funding their proportionate share of the improvements.

4. There is either sufficient capacity within public services such as water, sewer, and stormwater to adequately serve the development proposal in all future phases, or there will be adequate capacity available by the time each phase of development is completed. If capacity must be increased to support the proposed development agreement, then the applicant must identify a plan for funding their proportionate share of the improvements.

5. The development demonstrates high quality design elements consistent with the urban village design standards set forth in Chapter 14.60 of this code.

D. Development Agreement Approval Procedures. The Town Council may approve development agreements through the following procedure:

1. A development agreement application incorporating the elements stated in subsection A of this section and Section 14.40.150(B) (development agreement submittal requirements) may be submitted by a property owner with any additional related information as determined by the Director. After staff review and SEPA compliance, the Planning Commission shall conduct a public hearing on the application. The Planning Commission shall then make a recommendation to the Town Council pursuant to the criteria set forth in subsection C of this section and the applicable goals and policies of the comprehensive plan. The Town Council shall approve, approve with additional conditions, or deny the development agreement. The Town Council shall approve the development agreement by ordinance or resolution.

2. Recorded Development Agreement. Upon Town Council approval of a development agreement under the procedure set forth in this subsection D, the property owner shall execute and record the development agreement with the Snohomish County Auditor's Office to run with the land and bind and govern development of the property.

E. Consultation on Land Use Permit Applications. The Town shall provide a minimum thirty-calendar-day written notice of all land use permit applications in the UV zone, consistent with Chapter 36.70B RCW, Local Project Review. Staff from the city of Shoreline shall be invited to attend meetings between Woodway/Shoreline staff and the applicant relating to such permit applications and preapplication meetings, and shall be provided an opportunity to review and comment. (Ord. 20-625 § 2 (Exh. A), 2020; Ord. 13-549 § 1 (Exh. C.1 (part)), 2013. Formerly 14.40.080)

14.40.180 Amendments to regulations and standards.

The Town of Woodway shall provide the city of Shoreline with at least thirty calendar days' written notice (unless otherwise agreed to or waived in writing), and a review and comment opportunity, for any legislative actions that may modify or amend the UV development regulations, or that otherwise impact the uses, development, or redevelopment of the Point Wells area. Notice shall include, but not be limited to, notice of all Planning Commission and Town Council meetings and hearings related to such legislative considerations or actions. (Ord. 20-625 § 2 (Exh. A), 2020)
