

SNOHOMISH COUNTY COUNCIL
Snohomish County, Washington

MOTION NO. 24-527

CONCERNING THE COUNTY COUNCIL'S POSITION ON A PROPOSED DIRECT
PETITION METHOD ANNEXATION TO THE CITY OF MONROE;
BRB FILE NO. 2024-04 – MONROE 30 ANNEXATION

WHEREAS, on September 19, 2024, Snohomish County (the “County”) received a notice of intention from the Snohomish County Boundary Review Board (hereinafter “Boundary Review Board”) BRB File No. 2024-03, for the City of Monroe (the “City”) to annex approximately 29.89 acres of land adjacent to the current corporate boundary, and within the Monroe Urban Growth Area; and

WHEREAS, on October 15, 2024, the Boundary Review Board circulated a letter to the City acknowledging the City’s withdrawal of BRB File No. 2024-03 for the Monroe 30 Annexation; and

WHEREAS, the City resubmitted a notice of intention to the Boundary Review Board, and on November 27, 2024, the Boundary Review Board filed and circulated a notice of intention for the Monroe 30 Annexation, BRB File No. 2024-04; and

WHEREAS, the City’s annexation proposal, (the “Monroe 30 Annexation”) is pursuant to RCW 35A.14.120 and further described in Washington State Boundary Review Board for Snohomish County (hereinafter “Boundary Review Board”) File No. BRB 2024-04, which is incorporated herein as Attachment A; and

WHEREAS, the proposed annexation is subject to Snohomish County Code Section 2.77.040; RCW 35A.14.120; RCW 36.115.050, .060, and .070; RCW 36.93.157, .170, and .180; and RCW 36.70A.020, .110, and .210; and

WHEREAS, policies in the County’s 2015 Growth Management Act (GMA) comprehensive plan and 2024 GMA comprehensive plan (“GMACP”) require an interlocal agreement to be in effect prior to annexation in order for the County to support an annexation; and

WHEREAS, the City and County do not have an existing Master Annexation Interlocal Agreement (MAILA) in effect, the 2008 MAILA expired on December 31, 2022; and

WHEREAS, the City and County have negotiated an interlocal agreement (“ILA”) specific to the Monroe 30 Annexation to implement the annexation, and coordinate planning and the transition of services within the annexation area including identified road maintenance issues; and

WHEREAS, on November 19, 2024, the Monroe City Council reviewed the ILA and it was subsequently signed by the City Mayor on December 6, 2024 which is incorporated herein as Attachment B; and

WHEREAS, the Snohomish County Council (the "County Council") is scheduled to review the ILA on January 8, 2025; and

WHEREAS, the area proposed for annexation is included within the City's UGA, and the City is the logical provider of municipal services; and

WHEREAS, with an effective ILA in place to address road maintenance issues and the transfer of jurisdiction, the proposed annexation is consistent with the factors and objectives of the Boundary Review Board, the County Code, the County's Growth Management Act (GMA) Comprehensive Plan, and the Countywide Planning Policies governing the review of annexation actions as set out in a Snohomish County Department of Planning and Development Services ("PDS") staff report dated December 9, 2024, which is incorporated herein as Attachment C; and

WHEREAS, RCW 36.93.100 establishes a 45-day period during which the County and certain other parties may review the proposed annexation and may choose to invoke the jurisdiction of the Boundary Review Board to hold a hearing on the annexation; and

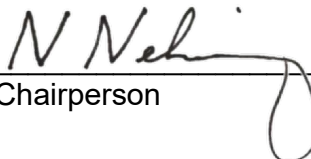
WHEREAS, under SCC 2.77.040(4) the County Council, at a public meeting, shall determine whether to file a request for BRB review of a proposed annexation and given notice of its decision to the BRB;

NOW, THEREFORE ON MOTION,


1. The Snohomish County Council supports the annexation and will not invoke the jurisdiction of the Boundary Review Board.
2. The Council Clerk is directed to file this Motion with the Boundary Review Board, together with a copy of the PDS staff report dated December 9, 2024.

PASSED this 8th day of January, 2025.

SNOHOMISH COUNTY COUNCIL
Snohomish County, Washington


Chairperson

ATTEST:


Deputy Clerk of the Council

ATTACHMENT A

NOTICE OF INTENTION COVER SHEET

Washington State
Boundary Review Board
for Snohomish County

Boundary Review Board
Received 11/20/2024
FILED EFFECTIVE 11/27/2024

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

As required by RCW 36.93, a Notice of Intention is hereby submitted for proposed annexation. Name of jurisdiction: City of Monroe Name of proposal: Monroe 30 Annexation
Proceedings were initiated under authority of RCW 35A.14.120

By: Petition Method: Identify which petition method you are using; 60% Direct Petition Method
i.e. 60% or double majority (owners of a majority of the acreage/majority of the registered voters residing in the area).
 Election Method: _____ number of qualified electors in area to be annexed or formed
_____ % of above figure represented by signers.

Is assumption of existing indebtedness to be required? Yes
Will simultaneous adoption of comprehensive plans be required? No

Name each governmental unit having jurisdiction within the boundaries of the proposal: Snohomish County, Snohomish Regional Fire & Rescue, Snohomish County Hospital District 1, Snohomish School District
The following other persons (attorneys, etc.) shall receive communication regarding proposal: _____

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

Signatures on petition 10 Assessed valuation \$2,742,700
Residences in area 2 Topography rolling hills, 15% slope
Population of area 6 Current district boundaries and adjacent roads: Snohomish County, 175th Avenue SE
Acreage 29.89
Square miles 0.05 Proximity to other districts, cities, etc. City of Monroe

	<u>Present</u>	<u>Proposed</u>
Sewers	<u>None</u>	<u>City of Monroe</u>
Water	<u>Roosevelt Water Association</u>	<u>Roosevelt Water Association</u>
Roads	<u>Snohomish County</u>	<u>City of Monroe (future roads)</u>
Fire Dist.	<u>Snohomish Regional Fire & Rescue</u>	<u>Snohomish Regional Fire & Rescue</u>
Police	<u>Snohomish County Sheriff</u>	<u>City of Monroe</u>
Growth Potential	<u>None (City requires annexation before sewer connection)</u>	<u>209 dwelling units</u>

Attachments: \$50 Filing Fee, Notice of Intention (with attachments), Perimeter legal (follow outside boundary)
Assessor and Vicinity Maps, Petition, Resolution of Intent

Petitioner (Spokesperson): David Toyer Initiator (District or Proponent): City of Monroe
Address: 3705 Colby Avenue, Suite 1, Everett, WA 98201 Representative Signature: Anita Marrero
Phone: 425-322-5226 Address/Phone: 4811 179th Avenue SE, Suite 320, Monroe, WA 98272, 360-863-4513

EXHIBIT A

DESCRIPTION OF PROPOSAL

BREIF DESCRIPTION & PURPOSE

The applicant is requesting an approximately 29.89-acre annexation for properties located in the City of Monroe Urban Growth Area (UGA). The adopted pre-annexation zoning for the properties is Single-Family Residential, 7 Units per Acre (R7).

The site is located at 12611 175th Avenue SE, Snohomish, Washington, 98290. The annexation area includes a total of 10 parcels.

The proposed annexation area is adjacent to the Monroe City limits, west of Robinhood Lane and east of the Monroe Woodlands. Per Snohomish County zoning, the subject area is currently zoned Residential 7,200 (R-7200). Consistent with the Future Land Use Map designation, the adopted pre-zoning for the subject property is Single-Family Residential - 7 Units per Acre (R7), Ordinance No. 018-2019.

On March 26, 2024, the City Council passed Resolution No. 2024-007, accepting the Notice of Intent to Commence Annexation for 10 parcels, encompassing approximately 29.89 acres, located within the Robinhood area of Monroe and adjacent to the Woodlands Annexation area, commonly known as the Monroe 30 Annexation.

As identified in the City's Six-Year Annexation Plan (Resolution No. 2009/012) and associated interlocal agreement with Snohomish County, it has been the City's policy to purposefully annex land within the City's Urban Growth Area (UGA) to meet the goals and policies of the Washington State Growth Management Act.

There are potential negative impacts for not achieving the annexation plan above. Not annexing areas within the unincorporated portions of Monroe's UGA, especially large and undeveloped parcels like the Monroe 30 application, may result in development that does not meet City standards and lost revenue.

Although the City does not allow the extension of sewer service into the unincorporated UGA, this alone does not prohibit development. If annexation proponents are not able to complete the annexation process, new development can occur but will do so under the County's code requirements. This is problematic when Monroe annexes the same area at a later date and the existing development does not meet city code for things such as roads, sidewalks or housing density. Recent examples include Roosevelt Ridge and the Monroe Woodlands. Both of these projects were developed to County standards and the County received the majority of the construction revenue before the area was annexed into the City. There are also issues associated with the City's long range plan and development assumptions to achieve the housing needs for the future population.

The applicant is currently working with the City on developing an annexation/development agreement which will require a public park dedication and middle housing requirements.

The City would like to note that although the Annexation ILA with the County has expired, the City is currently working with the County to establish an ILA for the Monroe 30 Annexation as well as an updated Master Annexation ILA for the Monroe Urban Growth Areas.

EXHIBIT B
LEGAL DESCRIPTION

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SEE PETITION'S LEGAL DESCRIPTION ON FOLLOWING PAGE

LEGAL DESCRIPTION OF MONROE 30 ANNEXATION

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 28 NORTH, RANGE 6 EAST, WILLAMETTE MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 26 ALSO BEING THE NORTHWEST CORNER OF THE PLAT OF ROBINHOOD PARK DIVISION NO. 2, FILED UNDER AUDITOR'S FILE NO. 1986460, RECORDS OF SNOHOMISH COUNTY, WASHINGTON;

THENCE SOUTH 03°27'38" EAST ALONG THE WEST LINE OF SAID PLAT OF ROBINHOOD PARK DIVISION NO. 2 AND THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 26 A DISTANCE OF 1018.95 FEET TO THE NORTHEAST CORNER OF LOT 1, SNOHOMISH COUNTY SHORT PLAT NO. 272 (8-86), FILED UNDER AUDITOR'S FILE NO. 8708190170, RECORDS OF SNOHOMISH COUNTY, WASHINGTON;

THENCE NORTH 89°00'38" WEST ALONG THE NORTH LINES OF LOTS 1, 2, 3 AND 4 OF SAID SHORT PLAT A DISTANCE OF 806.85 FEET TO THE EAST LINE OF LOT 4, PLAT OF ROSE PARK, FILED UNDER AUDITOR'S FILE NO. 201003035001, RECORDS OF SNOHOMISH COUNTY, WASHINGTON;

THENCE NORTH 02°12'21" WEST ALONG SAID EAST LINE A DISTANCE OF 112.91 FEET;

THENCE NORTH 89°01'27" WEST ALONG THE NORTH LINES OF LOTS 1, 2, 3 AND 4 OF SAID PLAT OF ROSE PARK A DISTANCE OF 484.97 FEET TO THE EAST LINE OF TRACT 999, ALTERATION OF THE PLAT OF ROOSEVELT RIDGE, FILED UNDER AUDITOR'S FILE NO. 200904025210, RECORDS OF SNOHOMISH COUNTY, WASHINGTON;

THENCE THE FOLLOWING COURSES ALONG THE EAST, SOUTH, WEST AND NORTH LINES OF SAID TRACT 999:

SOUTH 02°12'20" EAST A DISTANCE OF 109.61 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 190.50 FEET, AND TO WHICH BEGINNING A RADIAL LINE BEARS NORTH 08°12'46" EAST; THENCE WESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 7°14'14", AN ARC LENGTH OF 24.06 FEET;

THENCE NORTH 89°01'27" WEST A DISTANCE OF 32.14 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE NORTHEAST, AND HAVING A RADIUS OF 25.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 89°19'43", AN ARC LENGTH OF 38.98 FEET TO THE BEGINNING OF A COMPOUND CURVE, HAVING A RADIUS OF 470.00 FEET;

THENCE NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 8°34'32", AN ARC LENGTH OF 70.35 FEET;

THENCE NORTH 08°52'48" EAST A DISTANCE OF 46.54 TO THE BEGINNING OF A CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 530.00 FEET;

THENCE NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 22°15'30", AN ARC LENGTH OF 205.90 FEET;

THENCE NORTH 13°22'42" WEST A DISTANCE OF 44.67 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE EAST, AND HAVING A RADIUS OF 470.00 FEET;

THENCE NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 11°10'22", AN ARC LENGTH OF 91.65 FEET;

THENCE NORTH 02°12'20" WEST A DISTANCE OF 87.27 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE SOUTHEAST, AND HAVING A RADIUS OF 424.80 FEET; THENCE NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 22°43'54", AN ARC LENGTH OF 168.54 FEET TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 605.12 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 19°26'15", AN ARC LENGTH OF 205.29 FEET;

THENCE NORTH 87°47'20" EAST A DISTANCE OF 1.01 FEET TO THE NORTHEAST

**This page superseded by legal description
received by BRB 11/25/24**

CORNER OF SAID TRACT 999 AND THE WEST LINE OF THE NORTHEAST QUARTER
OF THE SOUTHEAST QUARTER OF SAID SECTION 26;
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A DISTANCE OF 75.46 FEET TO THE NORTHWEST CORNER OF SAID NORTHEAST
QUARTER OF THE SOUTHEAST QUARTER;
THENCE SOUTH $89^{\circ}07'54''$ EAST ALONG THE NORTH LINE OF SAID SOUTHEAST
QUARTER A DISTANCE OF 1269.33 FEET TO THE POINT OF BEGINNING;

CONTAINING AN AREA OF 29.81 ACRES, MORE OR LESS.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

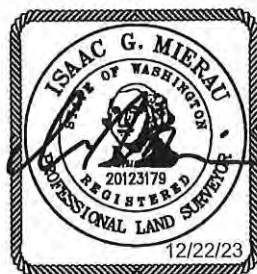


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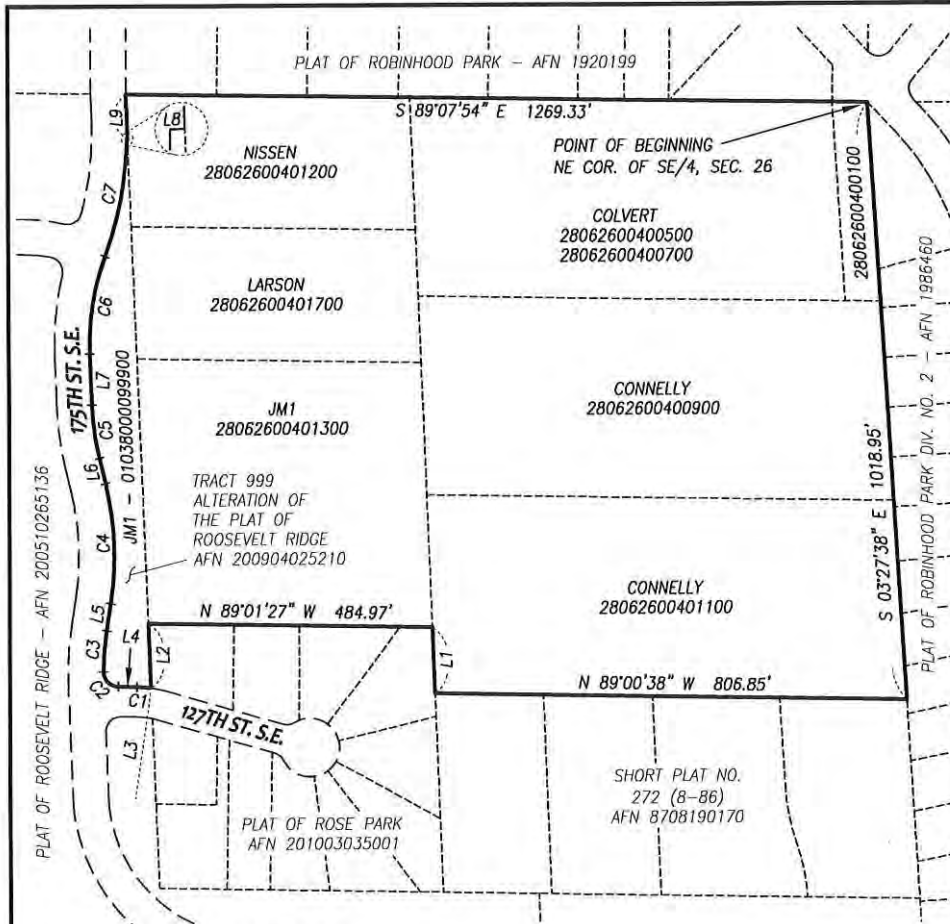


EXHIBIT C

MAPS

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description received by BRB 11/25/24**



LINE TABLE

LINE	LENGTH	BEARING
L1	112.91'	N 02°12'21" W
L2	109.61'	S 02°12'20" E
L3	RADIAL	N 08°12'46" E
L4	32.14'	N 89°01'27" W
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L6	44.67'	N 13°22'42" W
L7	87.27'	N 02°12'20" W
L8	1.01'	N 87°47'40" E
L9	75.46'	N 02°12'20" W

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA ANGLE
C1	24.06'	190.50'	7°14'14"
C2	38.98'	25.00'	89°19'43"
C3	70.35'	470.00'	8°34'32"
C4	205.90'	530.00'	22°15'30"
C5	91.65'	470.00'	11°10'22"
C6	168.54'	424.80'	22°43'54"
C7	205.29'	605.12'	19°26'15"

SCALE: 1" = 250'

PACIFIC COAST SURVEYS INC
SCANNING | MAPPING | SURVEY

P 425.512.7099 | F 425.357.3577

www.PCSurveys.net

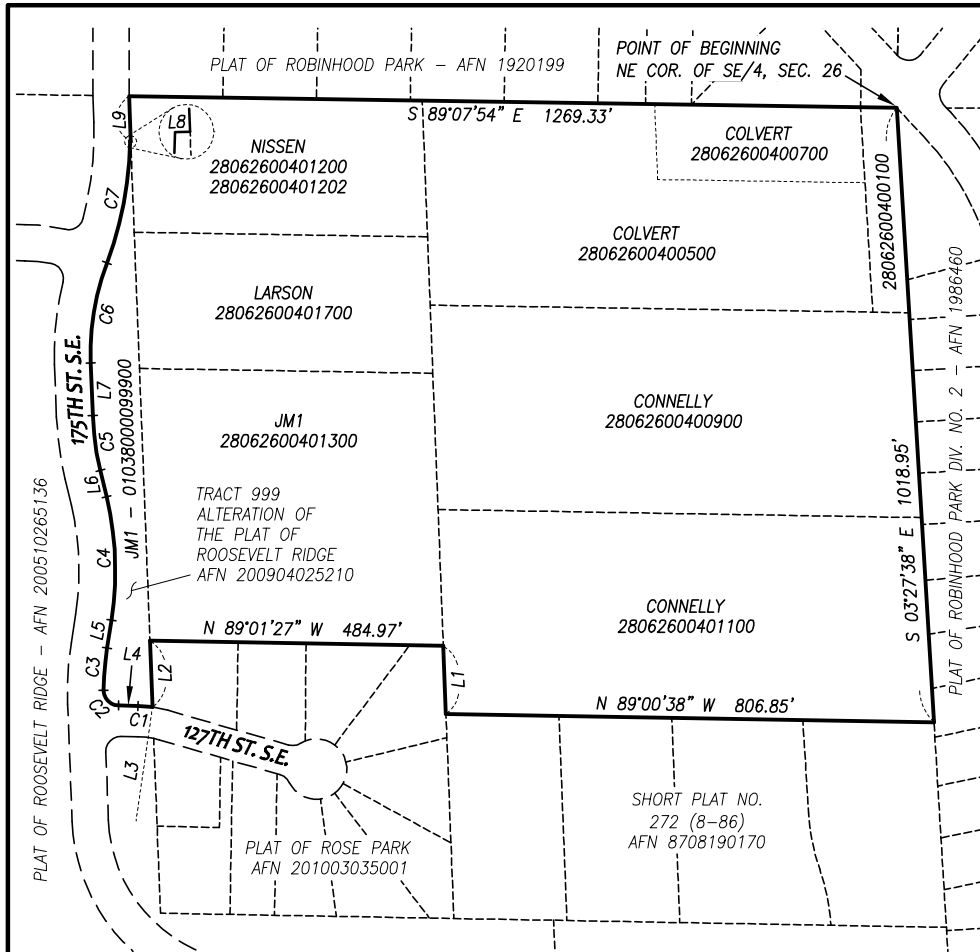
© 5131 Colby Ave. Everett, WA 98203

EXHIBIT MAP FOR:
CITY OF MONROE
MONROE 30 ANNEXATION

NE 1/4 SE 1/4, SEC.26, T.28N., R.6E., W.M.
NW 1/4 SE 1/4, SEC.26, T.28N., R.6E., W.M.

DRAWING FILE #	DRAWN	DATE	SCALE	JOB #
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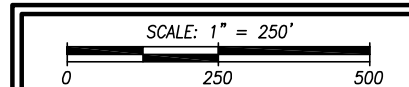


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EXHIBIT MAP FOR:

CITY OF MONROE

MONROE 30 ANNEXATION

NE 1/4 SE 1/4, SEC.26, T.28N., R.6E., W.M.

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DRAWING FILE #

233200exb.dwg

DRAWN

IGM

DATE

11.25.24

SCALE

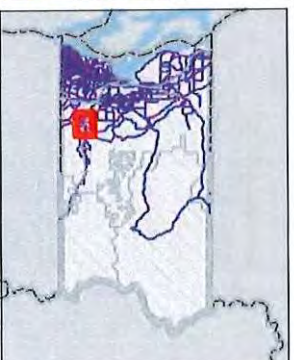
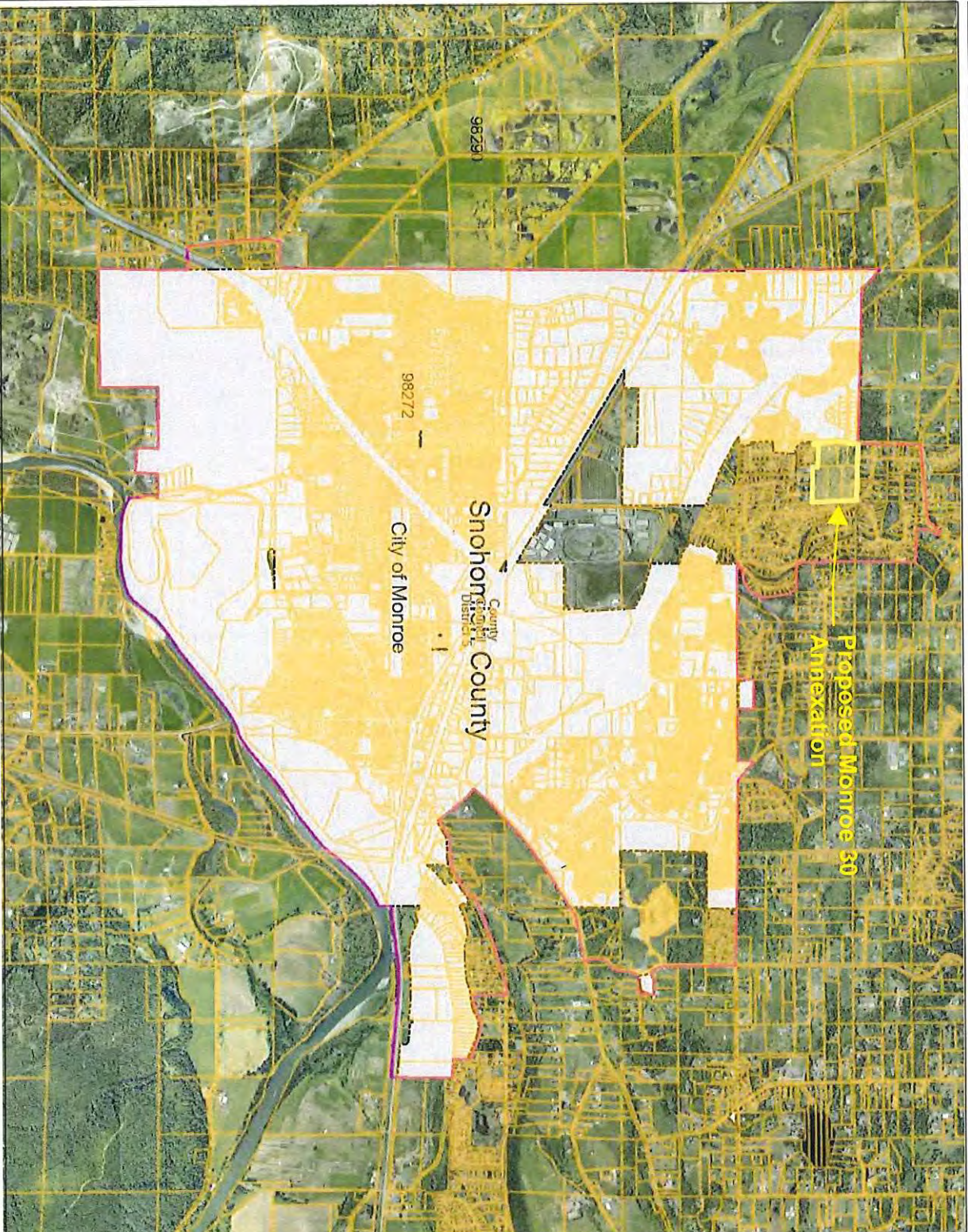
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JOB #

23-3200

Monroe Corporate Limits

9/2/2024



- Legend**
- Snohomish County Tax Parcels
 - County Boundary
 - Urban Growth Boundary
 - Municipal Urban Growth Boundar
 - Washington Counties
 - Counties, regional
 - City Boundary Lines
 - City Limits
 - Zip Codes
- Annexation Size: 29.81 ac

Notes

This map was automatically generated using Geocortex Essentials.

1: 40,000



6,666.7 0 3,333.33 6,666.7 Feet

Projection: NAD_1983_StatePlane_Washington_North_FIPS_4601_Feet
 Planning and Development Services, Snohomish County

All maps, data and information set forth herein ("Data"), are for illustrative purposes only and are not to be considered an official action to, or representation of, the Snohomish County Code. Amendments and updates to the Data, together with other applicable County Code provisions, may apply which are not depicted herein. Snohomish County makes no representation or warranty concerning the content, accuracy, currency, completeness or quality of the Data contained herein and expressly disclaims any warranty of merchantability and fitness for a particular purpose. Snohomish County hereby disclaims any liability for any damages, loss, claim or liability arising out of any error, defect or omission contained within said Data. Washington State Law, Ch. 42.56 RCW, prohibits state and local agencies from providing access to lists of individuals, intended for use for commercial purposes and, thus, no commercial use may be made of any Data comprising lists of individuals contained herein.

EXHIBIT D
CITY OF MONROE RESOLUTION

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**CITY OF MONROE
RESOLUTION NO. 2024-007**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONROE, WASHINGTON, CONCERNING THE PROPOSED ANNEXATION OF CERTAIN UNINCORPORATED PROPERTY LOCATED WITHIN THE CITY'S NORTHWEST URBAN GROWTH AREA, COMPRISED OF 32.32 ACRES, AND COMMONLY KNOWN AS THE MONROE 30 ANNEXATION AREA; ACCEPTING WITHOUT MODIFICATION THE PROPOSED ANNEXATION BOUNDARY FOR SAID AREA AS IDENTIFIED IN THE JANUARY 8, 2024 NOTICE OF INTENTION TO COMMENCE ANNEXATION FILED WITH THE CITY; REQUIRING THAT SUCH PROPERTY UPON ANNEXATION ASSUME ITS PROPORTIONATE SHARE OF EXISTING CITY INDEBTEDNESS AND BE SUBJECT TO THE ZONING DESIGNATION SET FORTH IN ORDINANCE NO. 018/2019; AND AUTHORIZING THE CIRCULATION OF A PETITION FOR ANNEXATION OF SUCH PROPERTY IN ACCORDANCE WITH THE PARAMETERS HEREIN ESTABLISHED.

WHEREAS, the City received a Notice of Intention to Commence Annexation, dated January 8, 2024, concerning certain property located within the City's Northwest Urban Growth area, comprised of 32.32 acres, commonly known as the Monroe 30 Annexation Area, legally described in Exhibit A, attached hereto and incorporated herein by this reference as if set forth in full, and including the following Assessor Tax Parcel Numbers: 28062600400700, 28062600400500, 28062600400100, 28062600400900, 28062600401100, 28062600401300, 010383000099900, 28062600401200, 28062600401202, 28062600401700; and

WHEREAS, the Notice of Intention was submitted by the owner(s) of not less than ten percent in value, according to the assessed valuation for general taxation, of the subject property; and

WHEREAS, pursuant to RCW 35A.14.120, the Monroe City Council scheduled and held a meeting with the initiating party(s) on February 27, 2024; and

WHEREAS, following such meeting the City Council determined that it would accept the proposed annexation area boundary as identified in the Notice of Intention without modification; require the subject property to assume its proportionate share of the City's indebtedness upon annexation; acknowledge that the subject property would upon annexation be subject to the zoning designation set forth in Ordinance No. 018/2019; and authorize the circulation of a formal petition for annexation consistent with such parameters; and

WHEREAS, the City Council's determination above was recorded in the formal minutes for the Council's February 27, 2024, regular meeting, the minute entry for which is attached hereto as Exhibit B and incorporated herein by this reference as if set forth in full; and

WHEREAS, the City Council wishes to memorialize its determination regarding the proposed annexation through the passage of this resolution;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MONROE, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. Circulation of Annexation Petition Authorized. Pursuant to RCW 35A.14.120 et seq., the City Council hereby authorizes the circulation of a petition for annexation to the City of Monroe of the property identified in the above recitals and legally described in Exhibit A, without geographic modification of the proposed annexation area as depicted in the January 8, 2024, Notice of Intention to Commence Annexation filed with the City.

Section 2. Annexation Petition—Form and Content. The form and content of the petition for annexation shall be compliant with all applicable requirements of state law, including without limitation RCW 35A.14.120 and RCW 35A.01.040. Without limitation of the foregoing, said petition shall set forth a description of the subject property according to government legal subdivisions or legal plats and shall be accompanied by a map which outlines the boundaries of such property. The petition shall also indicate that the City Council has required the assumption of a proportionate share of the City's indebtedness by the area to be annexed and that the property shall upon annexation be subject to the zoning designation established by Ordinance No. 018/2019, together with a quotation of the minute entry of such requirements as indicated in Exhibit B. The petitioner(s) shall be solely responsible for ensuring the form and content compliance of such petition and its sufficiency as required by applicable state law.

Section 3. Effective Date. This resolution shall take effect immediately upon passage.

ADOPTED by the City Council of the City of Monroe, at its regular meeting thereof, and APPROVED by the Mayor, this 26th day of March, 2024.

Resolution No. 2024-007
Approved: March 26, 2024
Effective: March 26, 2024

CITY OF MONROE, WASHINGTON


Geoffrey Thomas (Mar 27, 2024 21:04 PDT)

Geoffrey Thomas, Mayor

ATTEST:


Jodi Wycoff (Mar 28, 2024 08:09 PDT)

Jodi Wycoff, City Clerk

APPROVED AS TO FORM:


Zach Leil (Mar 27, 2024 11:51 PDT)

J. Zachary Leil, City Attorney

Exhibit A

Legal Description of Proposed Annexation Area

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 28 NORTH, RANGE 6 EAST, WILLAMETTE MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 26 ALSO BEING THE NORTHWEST CORNER OF THE PLAT OF ROBINHOOD PARK DIVISION NO. 2, FILED UNDER AUDITOR'S FILE NO. 1986460, RECORDS OF SNOHOMISH COUNTY, WASHINGTON; THENCE SOUTH $03^{\circ}27'38''$ EAST ALONG THE WEST LINE OF SAID PLAT OF ROBINHOOD PARK DIVISION NO. 2 AND THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 26 A DISTANCE OF 1018.95 FEET TO THE NORTHEAST CORNER OF LOT 1, SNOHOMISH COUNTY SHORT PLAT NO. 272 (8-86), FILED UNDER AUDITOR'S FILE NO. 8708190170, RECORDS OF SNOHOMISH COUNTY, WASHINGTON; THENCE NORTH $89^{\circ}00'38''$ WEST ALONG THE NORTH LINES OF LOTS 1, 2, 3 AND 4 OF SAID SHORT PLAT A DISTANCE OF 806.85 FEET TO THE EAST LINE OF LOT 4, PLAT OF ROSE PARK, FILED UNDER AUDITOR'S FILE NO. 201003035001, RECORDS OF SNOHOMISH COUNTY, WASHINGTON; THENCE NORTH $02^{\circ}12'21''$ WEST ALONG SAID EAST LINE A DISTANCE OF 112.91 FEET; THENCE NORTH $89^{\circ}01'27''$ WEST ALONG THE NORTH LINES OF LOTS 1, 2, 3 AND 4 OF SAID PLAT OF ROSE PARK A DISTANCE OF 484.97 FEET TO THE EAST LINE OF TRACT 999, ALTERATION OF THE PLAT OF ROOSEVELT RIDGE, FILED UNDER AUDITOR'S FILE NO. 200904025210, RECORDS OF SNOHOMISH COUNTY, WASHINGTON; THENCE THE FOLLOWING COURSES ALONG THE EAST, SOUTH, WEST AND NORTH LINES OF SAID TRACT 999: SOUTH $02^{\circ}12'20''$ EAST A DISTANCE OF 109.61 FEET TO THE BEGINNING OF A NONTANGENT CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 190.50 FEET, AND TO WHICH BEGINNING A RADIAL LINE BEARS NORTH $08^{\circ}12'46''$ EAST; THENCE WESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF $7^{\circ}14'14''$, AN ARC LENGTH OF 24.06 FEET; THENCE NORTH $89^{\circ}01'27''$ WEST A DISTANCE OF 32.14 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE NORTHEAST, AND HAVING A RADIUS OF 25.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF $89^{\circ}19'43''$, AN ARC LENGTH OF 38.98 FEET TO THE BEGINNING OF A COMPOUND CURVE, HAVING A RADIUS OF 470.00 FEET; THENCE NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF $8^{\circ}34'32''$, AN ARC LENGTH OF 70.35 FEET; THENCE NORTH $08^{\circ}52'48''$ EAST A DISTANCE OF 46.54 TO THE BEGINNING OF A CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 530.00 FEET; THENCE NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF $22^{\circ}15'30''$, AN ARC LENGTH OF 205.90 FEET; THENCE NORTH $13^{\circ}22'42''$ WEST A DISTANCE OF 44.67 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE EAST, AND HAVING A RADIUS OF 470.00 FEET; THENCE NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF $11^{\circ}10'22''$, AN ARC LENGTH OF 91.65 FEET; THENCE NORTH $02^{\circ}12'20''$ WEST A DISTANCE OF 87.27 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE SOUTHEAST, AND HAVING A RADIUS OF 424.80 FEET; THENCE NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF $22^{\circ}43'54''$, AN ARC LENGTH OF 168.54 FEET TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 605.12 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF $19^{\circ}26'15''$, AN ARC LENGTH OF 205.29 FEET; THENCE NORTH $87^{\circ}47'20''$ EAST A DISTANCE OF 1.01 FEET TO THE NORTHEAST CORNER OF SAID TRACT 999 AND THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 26; THENCE LEAVING SAID TRACT 999 NORTH $02^{\circ}12'20''$ WEST ALONG SAID WEST LINE A DISTANCE OF 75.46 FEET TO THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE SOUTH $89^{\circ}07'54''$ EAST ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 1269.33 FEET TO THE POINT OF BEGINNING; CONTAINING AN AREA OF 29.81 ACRES, MORE OR LESS. SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

Exhibit B

February 27, 2024, Council Minutes

8. UNFINISHED BUSINESS

8.1 – Monroe 30 Annexation: Notice of Intention to Commence Annexation: Initial Meeting

Amy Bright, Planner, introduced the Notice of Intention to commence annexation petition and outlined the next steps in the process. Applicant David Toyer attended remotely and provided information referencing how the annexation was brought to Council for a second time and shared comments from impacted homeowners.

Motion: *Councilmember Gamble moved to direct staff to prepare and return for the City Council's consideration a resolution accepting the annexation boundary of the ten percent (10%) annexation petition for the property located in an unincorporated area in the Northwest Urban Growth Area, and to require the assumption of existing indebtedness of the City by the area to be annexed; to authorize the circulation of a petition for annexation of the property, subject to the zoned designation set forth in Ordinance 018-2019, and consistent with this motion; and to direct the City Clerk to record this action in the official minutes. Councilmember Hanford seconded.*

The motion passed 5-1 (Ayes-Hanford, Gamble, Scarboro, Fisher & Walker, Nay-Fulcher).











Resolution 2024-007 Monroe 30 10percent Annexation Petition

Final Audit Report

2024-03-28

Created:	2024-03-27
By:	Jodi Wycoff (jwycoff@monroewa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAA4F5JT3aHBBSzpflc4r81cbi6r7rTJk2

"Resolution 2024-007 Monroe 30 10percent Annexation Petition" History

-  Document created by Jodi Wycoff (jwycoff@monroewa.gov)
2024-03-27 - 6:38:40 PM GMT
-  Document emailed to Zach Lell (zlell@omwlaw.com) for signature
2024-03-27 - 6:40:41 PM GMT
-  Email viewed by Zach Lell (zlell@omwlaw.com)
2024-03-27 - 6:48:50 PM GMT
-  Document e-signed by Zach Lell (zlell@omwlaw.com)
Signature Date: 2024-03-27 - 6:51:23 PM GMT - Time Source: server
-  Document emailed to Geoffrey Thomas (gthomas@monroewa.gov) for signature
2024-03-27 - 6:51:24 PM GMT
-  Email viewed by Geoffrey Thomas (gthomas@monroewa.gov)
2024-03-28 - 4:03:57 AM GMT
-  Document e-signed by Geoffrey Thomas (gthomas@monroewa.gov)
Signature Date: 2024-03-28 - 4:04:07 AM GMT - Time Source: server
-  Document emailed to Jodi Wycoff (jwycoff@monroewa.gov) for signature
2024-03-28 - 4:04:08 AM GMT
-  Email viewed by Jodi Wycoff (jwycoff@monroewa.gov)
2024-03-28 - 3:09:21 PM GMT
-  Document e-signed by Jodi Wycoff (jwycoff@monroewa.gov)
Signature Date: 2024-03-28 - 3:09:27 PM GMT - Time Source: server

✔ Agreement completed.
2024-03-28 - 3:09:27 PM GMT

EXHIBIT E
PETITION

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COPIES OF SIGNED PETITION ON FOLLOWING PAGE

AFFADAVIT OF AUTHORITY TO SIGN ANNEXATION PETITION

STATE OF WASHINGTON
(NAME OF STATE)

COUNTY OF SNOHOMISH
(NAME OF COUNTY)

I, **TIM KAINZ**, having been being first duly sworn by the undersigned Notary Public, affirms that I am a member of **JM1 Holdings LLC**, a *limited liability company* organized under the laws of Washington State, which entity's principal office is located at: **10515 20th ST SE, Ste 202, Lake Stevens, WA 98258**, UNITED STATES, and I have authorization to execute deeds and encumbrances, including annexation petitions on behalf of said limited liability company.

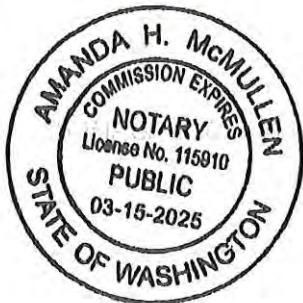
Tim Kainz
Signature

STATE OF WASHINGTON
(NAME OF STATE)

COUNTY OF SNOHOMISH
(NAME OF COUNTY)

I certify that I know or have satisfactory evidence that Tim Kainz is the person
(Name of Person Signing Affidavit)
who appeared before me, and said person acknowledged that (he/she) signed this instrument after being administered an oath, stating that (he/she) is authorized to execute the instrument as the Member of JM1 Holdings, LLC, to be the free and voluntary
(Title) (Name of Entity)
act of such party for the uses and purposes mentioned in the instrument.

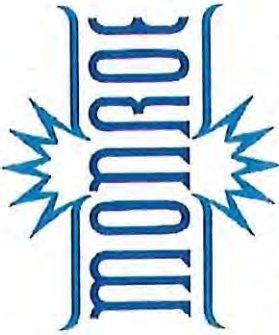
Dated: 05/29/2024



Printed Name: Amanda H. McMullen

Signature: *A.H. McMullen*

My Commission Expires: 03/15/2025



W A S H I N G T O N

CITY OF MONROE COMMUNITY DEVELOPMENT PERMIT DIVISION

806 WEST MAIN STREET | MONROE, WA 98272
City Hall 360.794.7400 | www.monroewa.gov

NOTICE OF INTENTION TO COMMENCE ANNEXATION 60% Petition Signatures

DECLARATION:

- We, the undersigned, are owners of real property lying outside of the corporate limits of the City of Monroe, Washington, but contiguous thereto and designated as part of the Monroe Urban Growth Area. A legal description and map of this area are attached to this notice.
- We, the undersigned, who together, are the owners of not less than 60% of the total assessed valuation of the properties described herein, do hereby petition that such property(ies) be annexed to the City of Monroe under RCW 35A.14.120. The Monroe City Council held a public meeting on Mar. 26, 2024 and passed Resolution # 2024-007 to accept a notice of intention to commence annexation by a 7-0 vote and subject to the following conditions:
 1. The City accepts the 10% petition to annex to the City of Monroe for further evaluation in accordance with City and State law with the proposed annexation boundary as shown on Exhibit A, attached hereto;
 2. City staff is directed to provide additional information regarding the proposed annexation, including an evaluation of service impacts of the proposed annexation; and
 3. If the annexation is approved, the City will require simultaneous adoption of the comprehensive plan and zoning and development regulations consistent with Monroe Comprehensive Plan and require the annexed area to assume all of the City's indebtedness.

Annexation Proposal Contact Person: David Toyer (Toyer Strategic) Phone Number: 425-322-5226

Mailing Address: 10519 20th St SE, Suite 3, Lake Stevens, WA 98258

PARCEL NUMBER REPRESENTED	PROPERTY OWNER'S NAME	PROPERTY ADDRESS	PROPERTY OWNER'S SIGNATURE	DATE SIGNED
1 28062600401300	JM1 Holdings, LLC	12611 175th Ave SE, Snohomish, WA 98290-8624	<i>David Toyer</i>	4-2-24
2 01038000099900	JM1 Holdings, LLC	Unknown	<i>David Toyer</i>	4-2-24

3	28062600400700	Paul & Ann Colvert	12410 178th Dr SE, Snohomish, WA 98290-8624	<i>Ann M Colvert</i> <i>Paul P. Colvert</i>	4-2-24
4	28062600400500	Paul & Ann Colvert	12611 178th Dr SE, Snohomish, WA 98290-8624	<i>Paul P. Colvert</i> <i>Ann M. Colvert</i>	4-2-24
5	28062600400100	Doug & Louise Connelly	Unknown	<i>Louise Connelly</i> <i>Doug Connelly by C. POA</i>	4-2-24
6	28062600400900	Doug & Louise Connelly	Unknown	<i>Louise Connelly</i> <i>Doug Connelly by POA</i>	4-2-24
7	28062600401100	Doug & Louise Connelly	Unknown	<i>Louise Connelly</i> <i>Doug Connelly by POA</i>	4-2-24
8	28062600401700	Matt Larson	12517 175th Ave SE, Snohomish, WA 98290-8624	<i>M Larson</i>	5-25-24
9	28062600401200	Rodney Nissen	12423 175th Ave SE, Snohomish, WA 98290-8624	<i>Rodney Nissen</i>	5/7/24
10	28062600401202	Rodney Nissen	12423 175th Ave SE, Snohomish, WA 98290-8624	<i>Rodney Nissen</i>	5/7/24

*Note: if additional space is needed, please obtain and use an additional petition form.

Authorization:

Printed names and signatures of all persons having an interest in the described area whose consent is required by virtue of such interest to authorize the filing of this notice are hereto attached.

WARNING:

Every person who signs this petition with any other than his or her true name, or who knowingly signs more than one of these petitions or signs a petition seeking an election when he or she is not a legal voter, or signs a petition when he or she is otherwise not qualified to sign, or who makes herein any false statement, shall be guilty of a misdemeanor.

FOR PLANNING STAFF USE ONLY:

TOTAL GEOGRAPHIC AREA OF PROPOSED ANNEXATION: 30 Acres PERCENT OF TOTAL ASSESSED VALUATION BY SIGNATURE: 100

EXHIBIT F
ASSESSOR CERTIFICATION

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ASSESSOR CERTIFICATION OF SUFFICIENCY ON FOLLOWING PAGE



Snohomish County

Assessor's Office

Linda Hjelle
County Assessor

Laura Washabaugh
Chief Deputy

M/S #510
3000 Rockefeller Ave.
Everett, WA 98201-4046

(425) 388-3433
FAX (425) 388-3961

CERTIFICATE OF SUFFICIENCY

I, Chris Huyboom, Snohomish County Deputy Assessor, in accordance with the requirements of RCW 35A.01.040, hereby certify that the Petition for the City of Monroe - Monroe 30 Annexation submitted to the Assessor on June 24, 2024 is signed by the owners of property comprising 100% of the total assessed value within the area described in the petition, according to the records of the Snohomish County Assessor. The determination of sufficiency was begun on June 24, 2024.

Dated this 24th day of June 2024.

By 
Deputy Assessor

EXHIBIT G
ENVIRONMENTAL

Annexations are not subject to review under SEPA per RCW 43.21C.222.

INITIATOR RESPONSE TO FACTORS THE BOARD MUST CONSIDER

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

OVERVIEW

Population of Proposal: 6 % of population to existing entity (County): >0.01%

Number of Acres: 29.89

Population Density: 0.20 people per acre

Assessed Valuation: \$2,742,700 (2024)

Existing Land Use Designation: ULDR – Urban Low Density Residential

Proposed Land Use Designation (City): Medium Density SFR

COUNTY'S COMPREHENSIVE PLAN

Supporting County Comprehensive Plan Policies:

1. Land use:

LU 1.A.9: Ensure the efficient use of urban land by adopting reasonable measures to increase residential, commercial and industrial capacity within urban growth areas prior to expanding urban growth boundaries. The County Council will use the list of reasonable measures in accordance with the guidelines for review contained in Appendix D of the Countywide Planning Policies to evaluate all UGA boundary expansions.

The county currently has zoned this property for residential purposes. The city, as part of this annexation is proposing a land use designation and zoning consistent with the county.

LU 1.D.2: UGA plans may be undertaken to provide greater detail as to the type and location of future land uses and shall address the following.

This location is not subject to a UGA plan, but the City has been working with the annexation initiators on a Development Agreement to ensure future development of middle housing types, as well as the need for a neighborhood park within this area.

A. Analyze and designate locations for increased residential, commercial, and industrial densities.

These parcels are within the Monroe UGQA, border the city limits, and would have similar densities as adjacent neighborhoods that are already within the city.

C. Provide for growth phasing areas within UGAs where appropriate.

Neighboring parcels have been developed as annexations occur in the area. This annexation would continue the city's progress towards annexing its UGA.

LU 2.A.1 Maintain development regulations that will require that new residential subdivisions achieve a minimum net density of 4 dwelling units per acre in all unincorporated UGAs, except (1) in the UGAs of Darrington, Index, and Gold Bar as long as those cities do not have sanitary sewer systems and (2) in areas without sanitary sewers which the sewer purveyor with jurisdiction, or in nearest reasonable servicing proximity will certify are either an unsewered urban enclave or are not capable of being connected to public sewers via annexation within the next six years or by the improvements provided pursuant to its adopted six year capital facilities plan, (3) where regulations for development on steep slopes require reduced lot or dwelling unit yields, or (4) where a lower density is necessary because of the existence of critical areas that are large in scope, with a high rank order value, and are complex in structure and function. Lot size averaging, planned residential developments, sewerage regulations and other techniques may be used to maintain minimum density or to insure later development at minimum densities is not inhibited when sanitary sewers become available.

The annexation area would be designated with R-7 zoning, which in the City of Monroe has a density of 7 dwelling units to the acre. This is above the County's minimum requirement for at least 4 dwelling units per acre.

Further, the city has been working with the annexation initiators on a Development Agreement to ensure future development will develop a mix of middle housing types to address known city middle housing needs.

LU 2.A.2: The county shall not support any proposed annexation by a city unless and until an annexation agreement has been signed by the county and said city ensuring the continued implementation of Policy LU 2.A.1 for the area to be annexed.

Policy LU 2.A.1 is antiquated and outdated, and it should not constrain this annexation. Further, it is proposed to be deleted within the Executive's recommendation for the Land Use Element in the 2044 Comprehensive Plan Update.

That said, the city points out that although the city and county do not have a current annexation interlocal agreement, it is not needed in this instance because:

- The zoning to be established by the city is R-7, which provides for 7 dwelling units to the acre.
- As a result of HB 1110 and other recent legislation, the city is required to accommodate more density across all zones.
- The city is negotiating a development agreement with the petitioners that would ensure the city's minimum density is met and missing middle housing is provided for within any future development.

LU 2.A.3: Any UGA shall provide for a variety of residential densities identifying minimum and maximum allowable. Density ranges shall consider the presence of critical areas.

This proposed annexation has a land use designation and zoning consistent with that presently allowed by the county.

Housing:

HO 1.B: Ensure that a broad range of housing types and affordability levels is available in urban and rural areas.

The City is working with the petitioners to establish a development agreement that will provide for the incorporation of missing middle housing types within future development of the area. This will promote a broader range of housing types and affordability.

HO 1.C.7: The county shall pursue techniques to minimize the displacement of low- and moderate-income households resulting from losses in the county's existing stock of low-cost housing.

There would be minimal displacement of existing residents if development were to occur on this site because of annexation. None would be of individuals in low-income housing.

HO 2: Ensure the vitality and character of existing residential neighborhoods.

The impact to adjacent neighborhoods would be minimal if this area is annexed into the city. Any development that would take place within the annexation area would be like development that has already occurred on neighboring parcels within the city limits. Future development of these parcels would require frontage improvements and appropriate road connections, which would benefit existing residents.

HO 2.A: Promote opportunities for all county residents to reside in safe and decent neighborhoods.

Given the current housing crisis in the Puget Sound Region, the annexation is necessary to promote the new housing in Monroe's UGA as the city presently does not extend sewer outside city limits. Annexation is necessary for development to occur in this area.

HO 2.A.4: The county shall encourage development and maintenance of safe and secure outdoor environments, including the development of sidewalks in new subdivisions.

The city's development codes require construction of frontage improvements, including sidewalks. Future development in this annexation area will provide for additional connections to areas which do not currently have access to sidewalks.

Transportation:

TR 1.B.2: Types and levels of transportation facilities within the county shall be based on the types and levels of future development intensity adopted in city and county comprehensive plans.

Presently the road network within the annexation area consists of county roads without sidewalks or other frontage improvements. The annexation will facilitate future development and the provision of sidewalks and frontage improvements within this area.

TR 1.B.7: To maintain rural character, major new rural roads and major expansions of existing rural roads should be avoided. Where increased roadway capacity in rural areas is warranted to support safe and efficient travel, measures should be taken to prevent unplanned growth.

The proposed annexation would not require new rural roads or expansions to existing rural roads.

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

County Plan Classification and Zoning: ULDR and R-7200

of lots permitted in classification (County): According to the 2021 Snohomish County Buildable Lands Report looks at development history within zones. The current R-7200 zoning in the county was achieving 4-6 dwelling units per acre (the only UGA specific number in the report for a UGA with sewer is 3.84 dwelling units per acre for the Granite Falls UGA) while the City of Monroe's R7 zone was achieving 5.63 dwelling units per acre. The City is confident that more recent zoning changes have increased its density.

Relationship/Applicability to Snohomish County Agricultural Plan: NOT APPLICABLE

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

PROPONENT'S COMPREHENSIVE PLAN

1. *Is proposed annexation area in comprehensive plan/will a comprehensive plan need to be adopted:*
Annexation is addressed in the current Monroe Comprehensive Plan

2. *When was existing comprehensive plan approved?* 2015
3. *Is area subject to pre-annexation agreement?* A pre-annexation agreement is currently being negotiated between the property owners and the city to address future development considerations, including ensuring the area provides for a mix of housing types (to encourage missing middle housing).
4. *What is the proposed land use designation in your adopted comprehensive plan?* Medium Density SFR
5. *When were city's zoning regulations adopted?*
The current Unified Development Regulations were adopted in 2019 by Ordinance 005/2019.

REVENUE ESTIMATES

1. **Estimated Expenditures Affected by Proposal:** The annexation has a very limited population and no public roads. Thus, the city anticipates minimal expenditures to provide services. These expenditures would include police and general administrative services. However, as the area developed, the city expects it will have increased expenditures to provide additional police services, to operation and maintain a public sewer system, maintain public roads and a public park to be constructed in the area, and provide administrative services.
2. **Estimated Revenues Affected by Proposal:** Due to the size and lack of population within the annexation area, the city expects minimal revenues until such a time the annexation area is developed. Future development in the annexation will contribute construction sales taxes (one-time), impact/mitigation fees (one-time), on-going retail sales taxes (post-development consumer spending), property taxes (based on increase valuations), per capita state shared revenues (estimated by MRSC to be approximately \$35.18 per capita in 2025), and monthly user fees for sewer.
3. **Estimate of County Revenue Lost:** The county will lose existing property tax revenues to its Road Fund totaling approximately \$2,221.90 based on the current taxable valuation of the area, as well as lose out on minor sales tax revenues associated with at-home spending by the existing residents and an estimated \$6.31 per capita in state shared revenues (liquor profits/excise taxes).
4. **Estimate of County Expenditure Reduction:** Undetermined. Given the population size and lack of development within the annexation, it is difficult to project how much the County might expend in services to the area in a typical year.
5. **Estimate of Fire District Revenue Lost:** NOT APPLICABLE
6. **Estimate of Fire District Expenditure Reduction:** NOT APPLICABLE
7. **Estimate of Other Special District Revenue/Loss:** NOT APPLICABLE. There is no impact to water, sewer or other special district boundaries.
8. **Estimate of Other Special District Expenditure Reduction:** NOT APPLICABLE. There are no impacts to water, sewer or other special district boundaries

SERVICES – LAW ENFORCEMENT

1. **Current Law Enforcement Provider:** Snohomish County Sheriff
2. **Current Emergency/Normal Response Time:** County: 15 to 30 minutes, depending on nature of call. City: 5 minutes and 41 seconds.
3. **Initial Police Protection Plan:** Based on the size of the annexation and current (small) population, the annexation area will be initially covered by existing officers and shifts.

4. Back-up Plans (mutual aid, reserves): No changes proposed. City has mutual aid agreements with Snohomish County and other agencies
5. Projected Police Growth Plan: Staffing will continue to be evaluated during the City's annual budget to maintain the established staffing level per 1,000 people in City.
6. Source of Dispatch: No change. Remains Sno911.

SERVICES – FIRE DEPARTMENT

NOT APPLICABLE. No change to fire district boundaries and services will be the same whether the annexation occurs or not.

SERVICES – WATER

NOT APPLICABLE. The area is served by the Roosevelt Water Association. This will not change.

SERVICES – SEWER

The City of Monroe is the area's future sewer service provider. The city requires annexation prior to connection to the city sewer.

GENERAL ITEMS

1. *Has an annexation agreement been required to extend services?* Yes, an agreement is in the process of being developed.
2. *Describe the topography and natural boundaries of the area.* The site is hilly. It currently borders the Monroe Woodlands neighborhood that was part of a recent annexation to the city. To the north, south and east of existing neighborhoods of Rose Park (south) and Robinhood Park (north and east). The proposed boundaries leave existing neighborhoods intact.
3. *How much growth projected for the area?* The annexation is not yet developed. The city anticipates future development of all the parcels to be annexed. The city's R7 zone calls for future development at approximately 7 dwelling units to the acre.
4. *Other municipal or community services relevant to this proposal?* NO
5. *Will there be any delay in services to the area?* NO
6. *Evaluation of present adequacy of services, costs and rates of service.* Given the annexation area has very limited existing development, few services will be required at the time of annexation. Additional services (water, sewer, police, fire, etc.) will be needed in the future to serve eventual development.
7. *Evaluation of future needs and costs.* Future development in the annexation will primarily require sewer and police services from the city, as well as some general municipal services. However, future development in the annexation will contribute construction sales taxes (one-time), impact/mitigation fees (one-time), on-going retail sales taxes (post-development consumer spending), property taxes (based on increase valuations), per capita state shared revenues (estimated by MRSC to be ~\$35.18 per capita in 2025), and monthly user fees for sewer.

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

	Levy Rate Per \$1,000 (2024)	Utility Tax
Snohomish County	\$9.90	None
Monroe	\$9.96	10% Water & Sewer Utility Tax (City)

OBJECTIVES (RCW 36.93.180)

1. *Preservation of natural neighborhoods and communities.*
 - Proposed annexation area consists of predominantly larger, under-developed and vacant lots
 - Adjacent areas are existing neighborhoods and the annexation area is careful to not divide existing neighborhoods.
 - Annexation area is not itself an established neighborhood.
2. *Use of physical boundaries, including but not limited to bodies of water, highways, and land contours.*
 - The proposed annexation uses physical boundaries as follows:
 - The west boundary is the existing city limits
 - The northern boundary runs along the parcel lines between the Robinhood Park Neighborhood and the annexation area
 - The eastern boundary runs along the parcel lines between the Robinhood Park Neighborhood and the annexation area
 - The southern boundary runs along the parcel lines between the Rose Park neighborhood and the annexation area as well as four lots whose owners expressed zero support for annexation.
3. *Creation and preservation of logical service areas.*
 - The proposed annexation does not impact the service territories of any districts/special districts (e.g. fire district, school district, sewer district, water service, etc.) in the area.
 - This proposed annexation supports logical service as it does not leave any rights-of-way out of the area which should be annexed.
 - Future development of this property is likely to create road connections (or stubs) to the north, west, and south to support future transportation movements.
4. *Prevention of abnormally irregular boundaries.*
 - The boundaries are not abnormally irregular as they follow existing property lines and rights of way.
 - The boundaries are carefully drawn so as not to divide existing neighborhoods.
 - The boundaries are drawn to take in only those areas where owners wish to be within the city limits.
5. *Discouragement of multiple incorporations of small cities and encouragement of incorporation of cities in excess of ten thousand population in heavily populated urban areas.* NOT APPLICABLE
6. *Dissolution of inactive special purpose districts.* NOT APPLICABLE
7. *Adjustment of impractical boundaries.* NOT APPLICABLE

8. *Incorporation as cities or towns or annexation to cities or towns of unincorporated areas which are urban in character.*
 - The proposed annexation area is within the Monroe Urban Growth Area and urban level development is planned to occur. Development of the area is not possible without annexation as the City requires annexation as a pre-condition to the provision of sewer service.
9. *Protection of agricultural and rural lands which are designated for long term productive agricultural and resource use by a comprehensive plan adopted by the county legislative authority. NOT APPLICABLE*

ATTACHMENT B

INTERLOCAL AGREEMENT BETWEEN THE CITY OF MONROE AND SNOHOMISH COUNTY CONCERNING THE MONROE 30 ANNEXATION PURSUANT TO RCW 35A.14.120

1. PARTIES

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

2. PURPOSE

- 2.1 Purpose. The purpose of this Agreement is to set forth terms of the Parties’ agreement regarding the proposed annexation (“Annexation”) to the City of territory located within the Monroe 30 Annexation Area, which is referred to herein as the “Annexation Area,” pursuant to RCW 35A.14.120, and to facilitate an orderly transition of services from the County to the City at the time of the Annexation. The Annexation Area is depicted on Exhibit A to this Agreement, incorporated herein by this reference. As required under RCW 35A.14.005, the Parties mutually acknowledge and agree that the Annexation Area is completely within the Monroe Urban Growth Area.
- 2.2 Master annexation interlocal agreement. The Parties recognize that there is currently no master annexation interlocal agreement in effect between the City and the County. The Parties agree that no such master annexation interlocal agreement is necessary in order to proceed with the Annexation. Instead, the Annexation shall be governed by the terms of this Agreement and applicable state law.

3. GENERAL AGREEMENT REGARDING ANNEXATION

- 3.1 Annexation approval. The City and County agree that following execution of this Agreement, the City may in its sole discretion approve the Annexation of the Annexation Area, or any portion thereof, by adoption of an ordinance pursuant to RCW 35A.14.140. If the Snohomish County Council finds that the proposed Annexation is consistent with this Agreement and promotes the factors and objectives established in RCW 36.93.170 and 36.93.180, that the health, safety, and general welfare of Snohomish County citizens is not adversely affected by the Annexation, and that an addendum pursuant to Section 13 of this Agreement

is completed or is not necessary, the County shall not oppose the proposed Annexation and shall send a letter to the Boundary Review Board in support of the proposed Annexation.

- 3.2 Snohomish County Tomorrow Annexation Principles. The Parties intend that this Agreement be reasonably 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 B and incorporated herein by this reference.

4. GROWTH MANAGEMENT ACT (“GMA”) AND LAND USE

- 4.1 Airport compatibility regulations. The City agrees to ensure after annexation that the City comprehensive plan and development regulations that apply within the Annexation Area, which is within the proximity of the airport, currently known as First Air Field, will provide substantially equal or greater discouragement of incompatible uses adjacent to the airport as is provided under Chapter 30.32E (Airport Compatibility) and Chapter 30.28A (Personal Wireless Telecommunications Services Facilities) of the Snohomish County Code. Provided, that the County acknowledges and agrees that the City comprehensive plans and development regulations in effect as of the effective date of this Agreement fully satisfy the requirements of this section. Provided further, that the requirements of this section only apply for as long as the First Air Field facility is operational as an airport, as included in the Washington State Department of Transportation Aviation System Plan.
- 4.2 Urban density requirements. The Parties mutually acknowledge and agree that the City’s land use designation(s) and zone(s) for the Annexation Area in effect as of the effective date of this Agreement adequately ensure that new residential subdivisions and development will achieve a minimum net density, consistent with the County’s GMA Comprehensive Plan, that will accommodate within the City’s jurisdiction the population, housing, and employment allocation assigned by the County under the GMA for the City and the Monroe UGA as established in Appendix B of the Countywide Planning Policies for Snohomish County. Nothing in this Subsection 4.2 shall be deemed as a waiver of the City’s right to appeal the assignment of such population and employment allocation under the GMA. After the effective date of the Annexation, the zoning adopted by the City for the Annexation Area shall apply to new permit applications submitted to the City relating to real property within the Annexation Area to the extent provided by state law and the City’s code.

5. PROCESSING OF PERMITS IN THE ANNEXATION AREA

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

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

“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 unit developments, conditional uses, special uses, rezones, shoreline substantial development permits, urban center developments, grading or land disturbing activity permits, and variances. A “land use permit application” shall not include a “building permit application” except for building permits for non-single family structures greater than 4,000 square feet in size.

“Pending permit applications” shall mean all building permit applications, associated permit applications, and land use permit applications relating to real property located in the 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 Party’s review of a pending permit application that has logical starting and stopping points. By way of example, and not by way of limitation, applications for subdivisions and short subdivisions are deemed to have the following permit review phases except as provided by the Parties’ respective regulations, as applicable: (i) preliminary plat approval; (ii) plat construction plan approval; (iii) revision, alteration or modification of a preliminary plat approval; (iv) construction inspection; (v) final plat processing; and (vi) final plat approval and acceptance. When it is not clear which activities related to the review of a particular pending permit application constitute a distinct permit review phase, the Parties shall determine same by mutual agreement, taking into account considerations of convenience and efficiency.

5.2 City consultation on County land use permit applications. After the effective date of this Agreement, the County agrees to give the City timely written notice and opportunity to view all land use permit applications inside the Annexation Area, as defined in Subsection 5.1 of this Agreement. When required and provided for in Title 30 of Snohomish County Code, the County will invite City staff to attend meetings between County staff and the applicant relating to such permit applications.

- 5.3 Review of County land use permit applications. The County will review all land use permit applications under County jurisdiction in the Annexation Area consistent with all applicable laws, regulations, rules, policies, and agreements including, but not limited to, the applicable provisions of this Agreement, the State Environmental Policy Act (Chapter 43.21C RCW) and the Snohomish County Code.
- 5.4 Permits issued by County prior to effective date of the Annexation. Except as provided by applicable state law, all building permits, associated permits, and land use permits and approvals relating to real property located in the Annexation Area that were issued or approved by the County prior to the effective date of the Annexation shall be given full effect by the City after the Annexation becomes effective. Any administrative appeals of such decisions that are filed after the effective date of the Annexation shall be processed by the City pursuant to the City's procedural regulations, as applicable. The County agrees that it shall reasonably make its employees available as witnesses at no cost to the City if necessary to provide assistance on appeals of decisions made by the County prior to the effective date of the Annexation.
- 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 shall be enforceable by the City after the effective date of the Annexation to the same extent, and in the same manner, that the City enforces its own permit conditions. The County agrees that it shall reasonably make its employees available, at no cost to the City, to provide assistance in enforcement of conditions on permits originally processed and issued by the County.
- 5.6 Pending permit applications.
- 5.6.1 Vesting. The Parties agree that fully complete applications for building permits and those for preliminary plats/preliminary shorts plats relating to real property located in the Annexation Area that are submitted to the County prior to the effective date of the Annexation and that have vested under Washington statutory, common law, or the Snohomish County Code shall remain subject to the subdivision or short subdivision ordinance, and zoning or other land use control ordinances, as applicable, of the County that were in effect at the time the permit application was deemed complete by the County, notwithstanding the subsequent Annexation. Without limitation of the foregoing, the Parties mutually acknowledge and agree that vesting under this section does not apply to regulations for which vesting is inapplicable under state law, including without limitation storm water regulations.
- 5.6.2 Automatic transfer of authority regarding permits. The Parties understand and agree that the police power relating to real property located in the Annexation Area automatically transfers from the County to the City on the effective date of the Annexation. The Parties understand and agree that it is the police power that

provides local jurisdictions with the authority to impose and implement building and land use regulations. Accordingly, the Parties understand and agree that, as a matter of law, all responsibility for and authority over pending permit applications automatically transfers from the County to the City on the effective date of the Annexation.

5.6.3 Completing the active phase of review. The Parties agree that to facilitate an orderly transfer of pending permit applications to the City after the effective date of the Annexation, it is desirable for the County to continue processing all pending permit applications through the completion of the permit review phase that was in progress on the effective date of the Annexation. Accordingly, beginning on the effective date of the Annexation, the County shall act as the City's agent for the limited purpose of reviewing and processing all pending permit applications until such time as County personnel have completed the permit review phase that was in progress on the effective date of the Annexation. Upon completion of such permit review phase relating to any particular pending permit application, the County shall transfer all materials relating to the pending permit application to the City. After such transfer, the City shall perform all remaining permit review, approval or denial, and issuance functions for such applications.

5.6.4 Administrative appeals. Notwithstanding anything to the contrary contained in Subsection 5.6.3, the Parties agree that it is not desirable for the County's quasi-judicial hearing officers or bodies to act as agents for the City for the purposes of hearing and deciding administrative appeals of permit decisions on behalf of the City, but it is also not desirable to disrupt an administrative appeal that is already in progress on the effective date of the Annexation. Accordingly, if the permit review phase that was in progress on the effective date of the Annexation was an administrative appeal of a decision made by the County, then that administrative appeal shall be processed as follows:

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

- (iii) If a decision regarding the administrative appeal was issued by the County's quasi-judicial hearing officer or body prior to the effective date of the Annexation, but a timely request for reconsideration was properly filed with the County prior to the effective date of the Annexation, then the County's quasi-judicial hearing officer or body shall act as an agent for the City and issue a timely decision on reconsideration on behalf of the City.

5.6.5 Effect of decisions by the County regarding permit review phases. The City shall respect and give effect to all decisions made in the ordinary course by the County regarding those permit review phases, as defined in Subsection 5.1, for a pending permit application within the Annexation Area that are completed by the County prior to the effective date of the Annexation, or on behalf of the City after the effective date of the Annexation. Provided, nothing herein shall deny the City its right to appeal, or continue an existing appeal, of any appealable decision made by the County.

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

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

5.6.8 Dedications or conveyances of real property. The Parties acknowledge and agree that after the effective date of the Annexation, the County will have no authority to accept dedications or other conveyances of real property to the

public relating to real property located in the Annexation Area; provided, however, that the County may accept dedication or other conveyances of real property when granted, dedicated, or otherwise conveyed specifically to Snohomish County, for such purposes, that include but are not limited to, expanding County owned and operated facilities that were retained by the County within the Annexation Area. Accordingly, notwithstanding anything to the contrary contained elsewhere in this Section 5, after the effective date of the Annexation, the approval and acceptance of final plats, final short plats, or other instruments or documents dedicating or conveying to the public an interest in real property located in the Annexation Area will be transmitted to the City, which may accept or decline the same in the City's reasonable discretion.

- 5.7 Judicial appeals of permit decisions. The County shall protect, save harmless, indemnify and defend, at its own expense, the City, its elected and appointed officials, officers, employees, volunteers and agents, from any loss or claim for damages of any nature whatsoever arising out of land use decisions regarding building permit applications, associated permit applications, and/or land use permit applications relating to real property located in the Annexation Area that were issued by the County prior to the effective date of the Annexation. The City shall protect, save harmless, indemnify and defend, at its own expense, the County, its elected and appointed officials, officers, employees, volunteers and agents, from any loss or claim for damages of any nature whatsoever arising out of land use decisions regarding building permit applications, associated permit applications, and/or land use permit applications relating to real property located in the Annexation Area that are issued by the City after the effective date of the Annexation. Provided, that the afore-referenced obligations of each Party under this Subsection 5.7 shall not apply to the extent that any such loss or claim is proximately caused by the negligence or wrongdoing of the other Party. The term "land use decision" as used in this Subsection 5.7 is the same as the definition of "land use decision" as defined in RCW 36.70C.020(2). The County agrees that it shall reasonably make its employees available as witnesses at no cost to the City if necessary to provide assistance to the City on appeals of decisions issued by the County prior to the effective date of the Annexation or in its capacity as an agent of the City.
- 5.8 Permit renewal or extension. After the effective date of the Annexation, any request or application to renew or extend a building permit, an associated permit or a land use permit relating to real property located in the Annexation Area shall be submitted to and processed by the City, regardless of whether such permit was originally issued by the County or the City.
- 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 relating to real property located in the Annexation Area will be assigned or

otherwise transferred to the City 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 City, 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 earlier to occur of the following: (i) the work guaranteed by the bond or security device has been properly completed; (ii) the City has been provided with an acceptable substitute bond or security device; or (iii) the bond or security device has been foreclosed. For bonds and security devices that the County continues to administer after the effective date of the Annexation, the City shall notify the County when either the work guaranteed by the bond or security device is completed, or when the City is provided with an acceptable substitute bond or security device, at which time the County shall release the original bond or security device. Should it become necessary to foreclose any bond or security device the County continues to administer after the effective date of the Annexation, the Parties shall cooperate to perform such foreclosure.

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

6. RECORDS TRANSFER AND ACCESS TO PUBLIC RECORDS FOLLOWING ANNEXATION

- 6.1 Records to be transferred. Prior to and following the Annexation, and upon the City's request in writing, copies of County records relevant to jurisdiction, the provision of government services, and permitting within the Annexation Area may be copied and transferred to the City in accordance with the procedure identified in Subsection 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 City. The County reserves the right to withhold confidential or privileged records. In such cases where the County opts to

withhold such records, it shall provide the City with a list identifying the records withheld and the basis for withholding each record.

- 6.2 Procedure for copying. The City 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 the Annexation Area, the format of the records, the number of records, and any additional information pertinent to a request of records. Following this discussion, the County shall provide the City with a list of the available files or records in its custody. The City shall select records from this list and request in writing their transfer from the County to the City. The County shall have a reasonable time to collect, copy, and prepare for transfer the requested records. All copying costs associated with this process shall be borne by the City. When the copied records are available for transfer to the City, the County shall notify the City and the City shall arrange for their delivery.
- 6.3 Electronic data. In the event that electronic data or files are requested by the City, the City shall be responsible for acquiring any software licenses that are necessary to use the transferred information.
- 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 City. As the designated custodian of original records, the County shall be responsible for compliance with all legal requirements relating to their retention and destruction as set forth in Subsection 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. Such requests shall be processed in accordance with Chapter 42.56 RCW and other applicable law. If the County considers any portion of a record provided to the City to be confidential, the County shall clearly identify the portion of the record it claims to be confidential. If the City receives a request for any portion of a record the County has identified as confidential, the City agrees to withhold from disclosure documents which the County has requested remain confidential and not be disclosed where disclosure is not, in the City's sole determination, mandated by law. Provided, in the event the City determines the release of such records is required, the City shall notify the County (i) of the request and (ii) of the date the record will be released unless the County obtains a court order to enjoin the disclosure pursuant to RCW 42.56.540. If the County fails to timely obtain a court order enjoining disclosure, the City will release the record on the date specified.

7. SURFACE WATER MANAGEMENT

- 7.1 Legal control and maintenance responsibilities. The Parties acknowledge and agree that there are no known surface water management improvements or facilities within the Annexation Area. If it is later determined that the Annexation Area includes any unknown surface water management improvements or facilities (i) in which the County has an ownership interest, (ii) over or to which the County has one or more easements for access, inspection and/or maintenance purposes, and/or (iii) relating to which the County has maintenance, monitoring, or other responsibilities, all such ownership interests, rights and responsibilities shall be transferred to the City, effective by the date of the Annexation.
- 7.2 Taxes, fees, rates, charges and other monetary adjustments. The City recognizes that service charges are collected by the County for unincorporated areas within the County's Surface Water Management Utility District. Surface water management service charges are collected at the beginning of each calendar year through real property tax statements. Upon the effective date of the Annexation, the City hereby agrees that the County may continue to collect and, pursuant to Title 25 SCC and to the extent permitted by law, to apply the service charges collected during the calendar year in which the Annexation occurs to the provision of surface water services designated in that year's budget. These services, which do not include servicing of drainage systems in road right-of-way, will be provided through the calendar year in which the Annexation becomes effective and will be of the same general level and quality as those provided to other property owners subject to service charges in the County. If the City intends for the County to continue providing surface water services beyond the calendar year after the Annexation, a separate interlocal agreement for this purpose must be negotiated between the Parties.
- 7.3 Compliance with National Pollutant Discharge Elimination System (NPDES) Municipal Stormwater Permit. The Parties acknowledge that upon the effective date of the Annexation, the Annexation Area will become subject to the requirements of the City's Phase II NPDES Municipal Stormwater Permit and will no longer be subject to the requirements of the County's Phase I NPDES Municipal Stormwater Permit. Notwithstanding the County's continued provision of stormwater management services in the Annexation Area pursuant to Subsection 7.2, the City expressly acknowledges, understands and agrees that from and after the effective date of the Annexation (i) the City shall be solely responsible for ensuring the requirements of the City's NPDES Permit are met relating to the Annexation Area, and (ii) any stormwater management services the County continues to provide in the Annexation Area pursuant to Subsection 7.2 will not be designed or intended to ensure or guarantee compliance with the requirements of the City's Phase II NPDES Permit.

- 7.4 Access during remainder of calendar year in which the 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 the Annexation, as described in Subsection 7.2, the City shall provide the County with reasonable access to all portions of the Annexation Area in which such services are to be performed, to the extent that such access is within the City's legal ownership or control. 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 closure is reasonably necessary to perform the service at issue.
- 7.5 Surface Water Management cases referred to Planning and Development Services (PDS) code enforcement for county code violations. Any pending Surface Water Management cases referred to PDS code enforcement for County code violations relating to real property located in the Annexation Area will be transferred to the City on the effective date of the Annexation. Any further action in those cases will be the responsibility of the City at the City's discretion. The County agrees to make its employees available as witnesses at no cost to the City if necessary to assist with transferred code enforcement cases. Upon request, the County agrees to provide the City with copies of any files and records related to any transferred case.

8. ROADS AND TRANSPORTATION

- 8.1 Annexation of County right-of-way. The Parties agree that it is generally desirable for a city to annex County right-of-way adjacent to an annexation area and short segments of County right-of-way that have been cut-off from the County roadway system. The Parties acknowledge and agree that the Annexation Area is neither adjacent to nor contains any County right-of-way. However, immediately southwest of the Annexation Area is 127th St. SE, a cul-de-sac, which is an isolated segment of County road that connects to 175th Ave. SE, a City road. That portion of 127th St. SE provides access to residences that are located outside of the Annexation Area. Here, the City has determined that it is not practicable for it to annex that portion of 127th St. SE. Nonetheless, an annexing city is often better able to provide more efficient and economical maintenance services for County road segments that become isolated due to annexations. The Parties agree that the City is best positioned to maintain 127th St. SE from 175th Ave. SE to the end of the cul-de-sac. The Parties also agree to enter into a governmental services agreement whereby the City will maintain that segment of 127th St. SE which connects to 175th Ave. SE until such time as it is annexed into the City. Such intergovernmental services agreement for the maintenance of 127th St. SE shall be negotiated and executed contemporaneously with this Annexation or as soon as is practicable after approval of the Annexation.

8.2 Traffic Mitigation and Capital Facilities

- 8.2.1 Transfer of road impact fees. The County collects road impact fees pursuant to Chapter 30.66B of the Snohomish County Code for system improvements identified in the Transportation Element (TE) of the County's Comprehensive Plan and the road system impact fee cost basis established in the County's Transportation Needs Report (TNR). Only those fees associated with system improvements located within that portion of the County's Transportation Service Areas (TSAs) in which the Annexation Area is located may be eligible for transfer of fees collected. The Parties acknowledge and agree that no road system impact fee cost basis projects are contained in the Annexation Area, so the Annexation will not require a transfer of road impact fees.
- 8.2.2 Reimbursement for transportation-related capital facilities investment. There will be no reimbursement from the City to the County for existing capital improvements. However, the Parties may in their mutual discretion agree to develop one or more separate agreements for cost sharing for new capital improvement projects.
- 8.3 Maintenance services. The Parties agree to evaluate whether an interlocal agreement addressing maintenance of roads, traffic signals, or other transportation facilities will be appropriate. Any County maintenance within the Annexation Area after the effective date of the Annexation will be by separate service agreement negotiated between the Parties.
- 8.4 Relinquishment of County Franchise. If any County right-of-way or portion thereof is annexed to the City, the right-of-way shall not be subject to the terms of any County franchise.
- 8.5 Transfer of Federal and State Permits. If there are structures or work related to County right-of-way that are authorized under active federal or state permits located in the Annexation Area, as the new owner the City, if allowed by the federal or state permit, agrees to execute documents validating the transfer of the permit(s) and accept the responsibility and liabilities associated with compliance with the permit(s) terms and conditions, unless otherwise mutually agreed to in writing under Subsection 13.3. For purposes of this Subsection 8.5, active federal or state permits are those permits under which there are responsibilities and duties that have not been completed by the permittee according to the permit terms and conditions, including but not limited to, monitoring and maintenance responsibilities and duties.

9. POLICE SERVICES

As provided by law, at the effective date of the Annexation the responsibility for police services will transfer to the City; or, if necessary, the Parties may agree to discuss the need for developing a separate contract for police services in order to accommodate the needed transfer of police services within the Annexation Area and the unincorporated UGA. Upon request of the City, the Snohomish County Sheriff's Office will provide

detailed service and cost information for providing future County police services within the Annexation Area. This request to the Sheriff's Office for detailed service and cost information for police contract services does not preclude the City from seeking additional service and cost information proposals for similar services from other governmental entities. Any such separate contract between the Parties will be made consistent with applicable state law, including without limitation RCW 41.14.250 through 41.14.280 and RCW 35.13.360 through 35.13.400.

10. CRIMINAL JUSTICE SERVICES

All misdemeanor crimes that occur within the Annexation Area prior to the effective date of the 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 the 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 the Annexation, all misdemeanor crimes that occur in the Annexation Area will be considered crimes within the jurisdiction of the City for purposes of determining financial responsibility for such criminal justice system services.

11. FIRE MARSHAL SERVICES

After the effective date of the Annexation, the County shall no longer be responsible for fire inspections, fire code enforcement, fire plan review, or fire investigations within the Annexation Area.

12. STATUS OF COUNTY EMPLOYEES

Subject to City civil service rules and state law, the City agrees to consider the hiring of County employees whose employment status is affected by the change in governance of the Annexation Area where such County employees make application with the City per applicable City hiring processes and standards and where such employees meet the minimum qualifications for employment with the City. The City'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 City with a list of those employees expressing a desire to be considered for employment by the City.

13. ADDENDA AND AMENDMENTS

13.1 Addenda. At the discretion of the Parties, an addendum to this Agreement may be prepared for the Annexation by the City to address any issues specific to the Annexation. If the Parties decide an addendum is necessary, the Parties may in

their mutual discretion negotiate the addendum prior to or after the City's submittal of a Notice of Intention to the Boundary Review Board for the Annexation.

- 13.2 Amendments. The Parties recognize that amendments to this Agreement may be necessary or desirable.
- 13.3 Process to addend or amend 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.
- 13.4 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.

14. THIRD PARTY BENEFICIARIES

This Agreement is for the exclusive benefit of the signatory Parties and is enforceable only by such Parties. There are no third party beneficiaries to this Agreement, and this Agreement shall not be interpreted to create any third party beneficiary rights.

15. DISPUTE RESOLUTION

Prior to commencing any civil action relating to any dispute, claim or controversy arising out of or relating to this Agreement, the Parties may in their mutual discretion submit such dispute, claim or controversy to a mutually agreed upon mediator. The Parties agree that they will participate in any such 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.

16. HONORING EXISTING AGREEMENTS, STANDARDS AND STUDIES

In the event an irreconcilable conflict exists between this Agreement and any agreement between the Parties in existence prior to the effective date of this Agreement, the terms of this Agreement shall govern to the extent of the conflict.

17. RELATIONSHIP TO EXISTING LAWS AND STATUTES; REGULATORY AND LEGISLATIVE AUTHORITY RESERVED.

This Agreement shall be reasonably construed and administered in a manner consistent with applicable state law, including without limitation Chapter 35A.14 RCW. This Agreement in no way modifies or supersedes existing state laws and statutes. In meeting the commitments encompassed in this Agreement, the Parties will comply with all applicable state or local laws. The Parties retain the ultimate authority for land use and

development decisions within their respective jurisdictions. By executing this Agreement, the Parties do not intend to abrogate the decision-making responsibility or police powers vested in them by law, and each Party expressly reserves its regulatory authority and legislative discretion in full. Without limitation of the foregoing, nothing herein shall be construed to waive, or abridge, or otherwise limit the discretion of the City to approve, condition, deny, discontinue, abandon, and/or modify the Annexation proposal.

18. EFFECTIVE DATE, DURATION AND TERMINATION

- 18.1 Effective Date. As provided by RCW 39.34.040, this Agreement shall not take effect unless and until it has: (i) been duly executed by both Parties, and (ii) has either been filed with the County Auditor or posted on the County's Interlocal Agreements website.
- 18.2 Duration. This Agreement shall be in full force and effect through December 31, 2030. If the Parties desire to continue the Agreement for an additional period, the Parties may either negotiate a new agreement or extend this Agreement through the amendment process.
- 18.3 Termination. Either Party may terminate this Agreement upon ninety (90) days advance written notice to the other Party. Notwithstanding termination of this Agreement, the Parties are responsible for fulfilling any outstanding obligations under this Agreement incurred prior to the effective date of the termination.

19. INDEMNIFICATION AND LIABILITY

- 19.1 Indemnification of County. The City shall protect, save harmless, indemnify and defend, at its own expense, the County, its elected and appointed officials, officers, employees, volunteers, and agents, from any loss, suit or claim (collectively "Claims") for damages of any nature whatsoever arising out of the City's performance of this Agreement, including claims by the City's employees or third parties, except for those damages caused solely by the negligence of the County, its elected and appointed officials, officers, employees, volunteers, or agents. The City's obligations under this Subsection 19.1 shall expressly exclude any Claims challenging or otherwise concerning the validity and/or substantive content of any ordinances, regulations, policies or rules (collectively "County Enactments") originally enacted by the County.
- 19.2 Indemnification of City. The County shall protect, save harmless, indemnify, and defend at its own expense, the City, its elected and appointed officials, officers, employees, volunteers, and agents from any loss, suit or claim (collectively "Claims") for damages of any nature whatsoever arising out of the County's performance of this Agreement, including claims by the County's employees or third parties, except for those damages caused solely by the negligence of the City, its elected and appointed officials, officers, employees, volunteers, or agents. The County's obligations under this Subsection 19.2 shall expressly

exclude any Claims challenging or otherwise concerning the validity and/or substantive content of any ordinances, regulations, policies or rules (collectively “City Enactments”) originally enacted by the City.

- 19.3 Extent of liability. In the event of liability for damages of any nature whatsoever arising out of the performance of this Agreement by the Parties, including claims by the City’s or the County’s own officers, officials, employees, agents, volunteers, or third parties, caused by or resulting from the concurrent negligence of the Parties, their officers, officials, employees, and volunteers, each party’s liability hereunder shall be only to the extent of that party’s negligence.
- 19.4 Industrial Insurance. For purposes of indemnification only, the parties, by mutual negotiation, hereby waive, as respects the other party only, any immunity that would otherwise be available against such claims under the industrial insurance provisions of Title 51 RCW.
- 19.5 Hold harmless. No liability shall be attached to the City or the County by reason of entering into this Agreement except as expressly provided herein. The City shall hold the County harmless and defend at its expense any legal challenges to the City’s requested mitigation and/or failure by the City to comply with Chapter 82.02 RCW. The County shall hold the City harmless and defend at its expense any legal challenges to the County’s requested mitigation or failure by the County to comply with Chapter 82.02 RCW, and any liability for any loss or claim of damage of any nature whatsoever arising out of the County’s processing of building permit applications, associated permit applications and land use permit applications prior to annexation.
- 19.6 Survivability. The provisions of this Section 19 shall survive the expiration or termination of this Agreement with respect to acts and omissions occurring during the effective term hereof.

20. SEVERABILITY

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

21. EXERCISE OF RIGHTS OR REMEDIES

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

22. RECORDS

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.

23. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the Parties concerning the Annexation Area, except as set forth in Sections 13 and 16 of this Agreement.

24. GOVERNING LAW AND STIPULATION OF VENUE

This Agreement shall be governed by the laws of the State of Washington. Any action hereunder must be brought in the Superior Court of Washington for Snohomish County.

25. CONTINGENCY

The obligations of the Parties in this Agreement are contingent on the availability of funds through legislative appropriation and allocation in accordance with law. In the event funding is withdrawn, reduced or limited in any way after the effective date of this Agreement, the City or County may terminate the Agreement under Subsection 18.3 of this Agreement, subject to renegotiation under those new funding limitations and conditions.

26. COUNTERPART ORIGINALS

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

27. FILING

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

28. ADMINISTRATORS AND CONTACTS FOR AGREEMENT

The Administrators and contact persons for this Agreement are:

Lance Bailey, Director
City of Monroe
Community Development
806 W. Main Street
Monroe, WA 98272
(360) 863-4501

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

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IN WITNESS WHEREOF, the Parties have signed this Agreement, effective on the later date indicated below or when the provisions of Subsection 18.1 are met, whichever date is later.

THE CITY:

THE COUNTY:

The City of Monroe,

Snohomish County,

By 
Geoffrey Thomas (Dec 6, 2024 19:11 PST)

By _____

Name: Geoffrey Thomas

Name: _____

Title: Mayor

Title: _____

Date: Dec 6, 2024

Date: _____

ATTEST:

ATTEST:


Jodi Wycoff (Dec 9, 2024 08:38 PST)

City Clerk

Clerk of the County Council

Approved as to Form:

Approved as to Form:


Zach Lell (Dec 6, 2024 15:27 PST)

 11/13/24

City Attorney

Deputy Prosecuting Attorney

Reviewed by Risk Management:

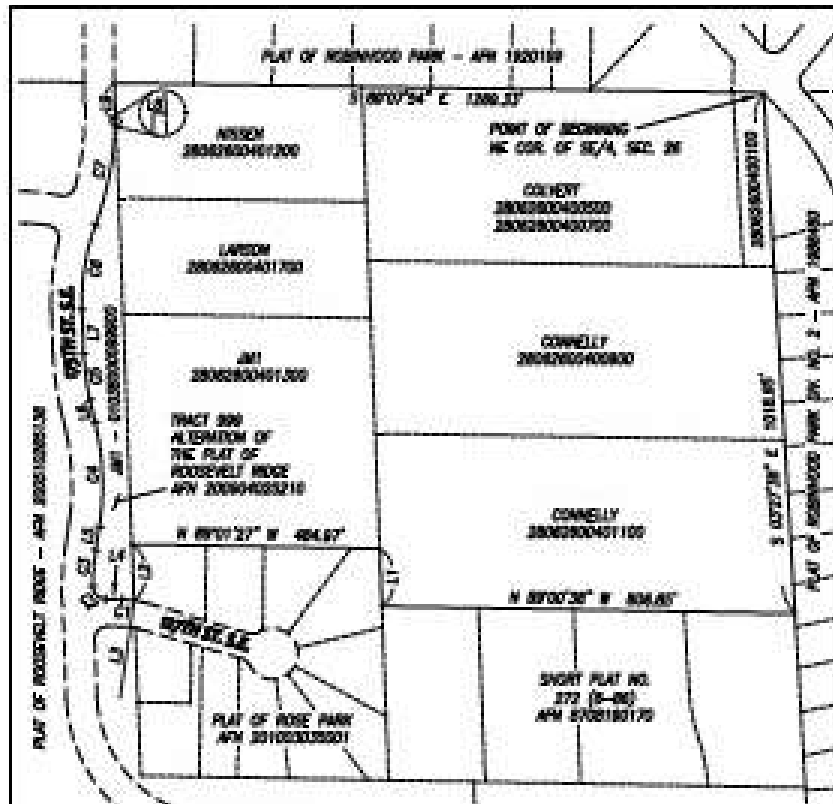
APPROVED () OTHER ()

Explain.

Signed: _____

Date: _____

EXHIBIT A – MONROE 30 ANNEXATION MAP



LINE TABLE

LINE	LENGTH	BEARING
L1	113.81'	N 02°12'21" W
L2	108.81'	S 02°12'20" E
L3	ARCUAL	N 02°12'45" E
L4	32.14'	N 89°01'27" W
L5	48.84'	N 09°32'48" E
L6	44.87'	N 77°32'32" W
L7	87.87'	N 02°12'20" W
L8	1.01'	N 87°47'40" E
L9	75.48'	N 02°12'20" W

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA ANGLE
C1	24.06'	188.50'	7°14'14"
C2	26.88'	25.00'	88°19'43"
C3	75.35'	470.00'	8°34'52"
C4	303.80'	330.00'	22°15'30"
C5	81.85'	470.00'	11°10'33"
C6	188.54'	424.00'	22°42'34"
C7	303.29'	808.12'	10°26'13"



PACIFIC COAST SURVEYS INC
 SCANNING | MAPPING | SURVEY
 P 425-512-7099 | F 425-357-3577

EXHIBIT MAP FOR:
CITY OF MONROE
 MONROE 30 ANNEXATION
 NE 1/4 SE 1/4, SEC.26, T.28N, R.6E, W.M.
 NW 1/4 SE 1/4, SEC.26, T.28N, R.6E, W.M.

EXHIBIT B – 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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2024-123 - 20241113_monroe30_ila(final_aatf)

Final Audit Report

2024-12-09

Created:	2024-12-06
By:	Jodi Wycoff (jwycoff@monroewa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA7tVj-v8QyGu1NEncfBqY1X3db9QuVIRF

"2024-123 - 20241113_monroe30_ila(final_aatf)" History

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-  Document e-signed by Jodi Wycoff (jwycoff@monroewa.gov)
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-  Agreement completed.
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Snohomish County
Planning and Development Services

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

MEMORANDUM

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

Dave Somers
County Executive

VIA: Michael McCrary, Director
Planning and Development Services

FROM: Eileen Canola, Senior Planner

SUBJECT: City of Monroe – Monroe 30 Annexation – BRB File No. 2024-04

DATE: December 9, 2024

INTRODUCTION

The purpose of this staff report is to provide the County Council with a review and recommendation, as required by section [2.77.040](#) of the Snohomish County Code (SCC), for the proposed Monroe 30 Annexation by the City of Monroe (City) of approximately 29.89 acres. The recommendation to the County Council is to support the annexation and not invoke the jurisdiction of the Boundary Review Board (BRB). The rationale for this recommendation is in part based on the interlocal agreement negotiated between the City and County to help guide the transition of services and jurisdiction and is further discussed within the Review section below and the analysis of how the proposed annexation complies or is consistent with the review criteria.

The City submitted a second Notice of Intention (NOI) to the BRB for the Monroe 30 Annexation on November 20, 2024, and the BRB deemed it sufficient on November 27, 2024 with BRB file no. 2024-04. The first NOI the City submitted to the BRB (file no. 2024-03) for the proposed Monroe 30 Annexation was withdrawn to allow time for the City and County to negotiate an interlocal agreement specific to the Monroe 30 Annexation. The BRB's 45-day review period of BRB file no. 2024-04 ends on January 13, 2025. The BRB, consistent with its annexation review procedures outlined in Chapter 2.77 SCC, distributed the NOI to County departments including Planning and Development Services (PDS). Per SCC 2.77.040(4) within this 45-day review period, the County Council must determine whether to invoke BRB jurisdiction ('file a request for review').

Attachment C to Motion

If BRB jurisdiction is invoked during the 45-day review, by the County or another party, the BRB is required to hold a public hearing and issue a decision to approve, deny, or modify the proposed annexation. BRB decisions must be consistent with Growth Management Act (GMA) provisions including the planning goals and framework for urban growth areas (UGAs) and countywide planning policies (CPPs). State law also defines objectives (RCW 36.93.180) for board review and provides factors (RCW 36.93.170) for board consideration in making its decision. If BRB jurisdiction is not invoked, the annexation would be deemed approved and would then need to be finalized through a City ordinance that provides the effective date of annexation. The authority of the County Council for reviewing annexations is set forth in the Revised Code of Washington (RCW) 36.93.100 and SCC 2.77.040.

REVIEW

The following review and information on this proposed annexation is required by SCC 2.77.040 and provides: how the annexation meets the factors and objectives of the BRB under RCW 36.93.170 and 36.93.180; consistency of the annexation with the GMA, regional, and local policies; and the impacts to county operations and services.

1. Annexation Method

The BRB File No. 2024-04 indicates that the direct petition method of annexation per RCW 35A.14.120 is being used for the Monroe 30 Annexation and contains the documentation (property owners' petitions, County Assessor certification of sufficiency for the 60% petition, and City Resolution No. 2024-007 accepting the petition for the proposed annexation).

Interlocal Agreement

The City and County lack an existing Master Annexation Interlocal Agreement (MAILA) to govern annexations. The 2008 MAILA expired December 31, 2022. Therefore, the City and County have negotiated an [interlocal agreement \(ILA\)](#) specific to the Monroe 30 Annexation. The City Council reviewed the ILA on November 19, 2024, and it was subsequently signed by the City Mayor on December 6, 2024. The County Council is scheduled to review the ILA on January 8, 2025. It is anticipated that the ILA will be in effect prior to the effective date of the Monroe 30 Annexation.

Once effective, the ILA will help facilitate the transfer of jurisdiction and services, thus ensuring the Monroe 30 Annexation is consistent with countywide and County comprehensive plan policies as well as the Factors and Objectives of the BRB. The ILA contains a map and legal description of the annexation area and covers procedural and topical issues to help guide the annexation consistent with the County and City comprehensive plans including:

- Airport compatibility policies and regulations regarding the First Air Airfield
- Residential density requirements for consistency with the County's comprehensive plan and to implement the Regional Growth Strategy
- Permit processing
- Transfer of Records
- Stormwater Management
- Roads and Transportation
- Police Services

Attachment C to Motion

- Criminal Justice Service; and
- Fire Marshal Service.

2. Comments Received

The BRB File No. 2024-04 concerning the proposed Monroe 30 Annexation was circulated for review to County departments and agencies. Responses were received from Planning and Development Services (PDS), the Solid Waste, Transportation and Environmental Services (TES), and Special Projects divisions of the Department of Public Works (DPW) and the Surface Water Management (SWM) division of the Department of Conservation and Natural Resources (DCNR). There were no concerns or issues raised from the Solid Waste and Special Projects division of DPW.

The comments from PDS as follows:

BRB File No. 2024-04 for the Monroe 30 Annexation contains inaccuracies that the County would like to formally address. PDF Page 32 of the NOI (BRB File No. 2024-04) regarding County Land Use (LU) policies 2.A.1 and 2.A.2, under the main heading of “Initiator Response to Factors the Board Must Consider.” The initiator’s response to LU Policy 2.A.1 is the following and incorrect:

“Policy LU 2.A.1 is antiquated and outdated, and it should not constrain this annexation. Further, it is proposed to be deleted within the Executive’s recommendation for the Land Use Element in the 2044 Comprehensive Plan Update.”

The County’s 2024 Comprehensive Plan update maintains LU Policy 2.A.1 and has renumbered LU Policy 2.A.2 to LU Policy 1.E.2, under a new Objective LU 1.E. These policies do not constrain an annexation, rather they help ensure the county is consistent with the Puget Sound Regional Council’s (PSRC’s) Regional Growth Strategy and ensure that transfer of jurisdiction and services are done in an efficient and orderly manner. Please note that this staff report uses the County’s 2015 Comprehensive Plan policies which were in effect at the time the NOI BRB File No. 2024-04 was deemed complete.

The comments from the SWM division of DCNR as follows:

The City and County have developed an interlocal agreement (ILA) specific to the Monroe 30 Annexation, as described in Section 1 of this staff report. The ILA contains acceptable surface water management provisions in Section 7.

- The ILA Section 7.1 concerns legal control and maintenance responsibilities for surface water drainage improvements or facilities. There are no known County surface water facilities. However, any County surface water assets or easements, known or unknown, need to be transferred to the City upon annexation.
- The ILA Section 7.2 concerns surface water management services in the proposed annexation area, to be provided through the calendar year in which the annexation becomes effective. These services will be of the same general level and quality as those provided to other property owners subject to service charges in the County. The City is aware per Section 7.3 of the ILA, that upon the effective date of annexation, the City becomes solely responsible for ensuring the requirements of the City’s NPDES Permit are met with respect to the annexation area. Any surface water management services the County continues to provide in the

Attachment C to Motion

annexation area will not be designed or intended to ensure compliance with the City's Phase II NPDES Permit.

- Other provisions in the ILA in Sections 7.4 and 7.5 concern access during the remainder of the calendar year in which the Annexation occurs, and handling of matters if there are any code enforcement cases.

The comments from the TES division of the DPW are as follows:

With this annexation, 127th St SE will continue to be cut off from the rest of the County Road system.

The City and the County have agreed to an annexation interlocal agreement whereby:

- The City and the County have agreed that a separate maintenance interlocal agreement for 127th St SE will be completed over the next year.
- There are no other road ROW issues that have been identified.
- There are no impact fee cost basis projects in the annexation.
- There are no road projects in the annexation.

The proposed annexation of the right-of-way (ROW) of 127th St SE was not included in the boundary proposal between 175th Ave SE and the Rose Park plat.

If the small portion of the ROW of 127th St SE adjacent to Tract 999 of Roosevelt Ridge is not included in this annexation, the residents of the Rose Park development may not request annexation at a later date unless the owners of Tract 997 Monroe Woodlands also request annexation.

In other words, without the boundary of the Monroe 30 Annexation adjusted to include the ROW of 127th St SE as the southern boundary of the annexation, Rose Park development properties are dependent on Tract 997 of Monroe Woodlands also to request annexation for the entirety of the cul-de-sac of 127th St SE to be included in an annexation. Without the ROW of 127th St SE included in the Monroe 30 Annexation proposal; Rose Park becomes an "island."

The boundary of the plat should go through 127th St SE in the purple area marked up on this snip.



3. Locations/Acreage/Total Assessed Value / Residences

The general location of the proposed Monroe 30 Annexation is south and west of Robinhood Lane, east of 175th Ave SE, and north of 127th St SE. The Annexation Area is within the City's UGA and adjacent to the corporate limits. The acreage is approximately 29.89, and the assessed valuation is \$2,742,700. There are two residences, and the population is six.

4. Consistency of the proposal with Growth Management Act planning goals, urban growth area designations, countywide planning policies, and the county's comprehensive plan

The following describes how the annexation proposal is consistent or inconsistent with GMA goals, UGA designations, and local policies.

- a. **GMA planning goals (RCW 36.70A.020):** The proposal for the Monroe 30 Annexation, as contained in BRB file no 2023-04, is not fully consistent with GMA planning goals (1) and (12):
 - (1) *Urban growth. Encourage development in urban areas where adequate public facilities and services exist or can be provided in an efficient manner.*
 - (12) *Public facilities and services. Ensure that those public facilities and services necessary to support development shall be adequate to serve the development at the time the development is available for occupancy and use without decreasing current service levels below locally established minimum standards.*

The entirety of the area proposed for annexation is within the City's UGA. The proposed annexation area is currently served in the following manner: water service from Roosevelt Water Association; the residences are currently on septic systems; the roads are maintained by the County; fire protection services are provided by Snohomish Regional Fire and Rescue Regional Fire Authority; and law enforcement is provided by Snohomish County Sheriff's Office. Upon annexation, the transition in services would occur from Snohomish County Sheriff to the City's Police Department for law enforcement; the City would provide sewer service, and the City would take over road maintenance responsibilities for future roads.

As mentioned in Section 1 of this staff report, an ILA specific to the Monroe 30 Annexation has been negotiated between the City and County. The ILA addresses the general provisions regarding an orderly transfer of jurisdiction and services and includes provisions for a road maintenance agreement with the City for 127th St SE, which should be completed within a year's time. Once the ILA is in effect, public facilities and services can be provided in an efficient manner, in particular for road maintenance on 127th St SE, as intended by GMA planning goals (1) and (12).

- b. **UGA designations:** The Monroe 30 Annexation, as proposed in BRB file No. 2024-04, is consistent with the designations and zoning that support an urban level of density and development. The City has adopted pre-annexation zoning of 7 dwelling units per acre for the Annexation Area, with a land use designation of Medium Density Single Family Residential.

Attachment C to Motion

- c. **Countywide Planning Policies (CPPs):** Once the ILA is effective, the proposed Monroe 30 Annexation will, in general, be consistent with the Snohomish County Countywide Planning Policies (CPPs) in particular, Joint Planning (JP)-1 and JP-4. As previously mentioned in Section 1, the City and County lack a MAILA that would serve to help coordinate and guide the City’s annexations and cover the general transfer of services and jurisdiction from the County to the City including, permits and applications in progress, violations and code enforcement cases, surface water management services, and road maintenance. The City and County are in the process of finalizing an ILA for this specific annexation to help ensure a coordinated and orderly annexation process and to address an identified road maintenance issue. Without an ILA in effect prior to annexation, the annexation proposal would not be consistent with CPP Policies JP-1 and 4.

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

CPP JP-4: “The County and cities shall develop comprehensive plan policies and development regulations that provide for the orderly transition of unincorporated Urban Growth Areas (UGAs) to incorporated areas in UGAs. Mutual agreements may be utilized to address governance issues and expedite the transition.”

- d. **Snohomish County Comprehensive Plan:** With the future ILA in effect to ensure the transfer of jurisdiction and level of urban services needed, the Monroe 30 Annexation proposal is, in general, consistent with the General Policy Plan (GPP) of the County’s GMA comprehensive plan (GMACP). Note: This review uses the County’s comprehensive plan in effect when the BRB File No. 2024-04 was deemed sufficient.

The annexation area is within the City’s UGA and the City has adopted pre-annexation zoning of 7 dwelling units per acre for the Annexation Area – this is consistent with LU Policy 2.A.1. Once the ILA for the Monroe 30 Annexation is effective, the proposal will be consistent with Interjurisdictional Coordination (IC) Policies 1.B.1 and 1.B.3 that call for a process for coordinating the annexation process.

- Land Use (LU) Policy 2.A.1, “Maintain development regulations that will require that new residential subdivisions achieve a minimum net density of 4 dwelling units per acre in all unincorporated UGAs, except (1) in the UGAs of Darrington, Index, and Gold Bar as long as those cities do not have sanitary sewer systems and (2) in areas without sanitary sewers which the sewer purveyor with jurisdiction, or in nearest reasonable servicing proximity will certify are either an unsewered urban enclave or

Attachment C to Motion

are not capable of being connected to public sewers via annexation within the next six years or by the improvements provided pursuant to its adopted six year capital facilities plan, (3) where regulations for development on steep slopes require reduced lot or dwelling unit yields, or (4) where a lower density is necessary because of the existence of critical areas that are large in scope, with a high rank order value, and are complex in structure and function. Lot size averaging, planned residential developments, sewerage regulations and other techniques may be used to maintain minimum density or to ensure later development at minimum densities is not inhibited when sanitary sewers become available.”

- LU Policy 2.A.2, “The county shall not support any proposed annexation by a city unless and until an annexation agreement has been signed by the county and said city ensuring the continued implementation of Policy LU 2.A.1 for the area to be annexed.
- Interjurisdictional Coordination (IC) Policy 1.B.1, “The county shall work with cities in planning for orderly transfer of service responsibilities in anticipation of potential or planned annexations or incorporations within UGAs.”
- IC 1.B.3, “The county shall seek interlocal agreements with the cities to establish a process for transferring authority over pending projects, permits, and records and establishes reciprocal impact mitigation for transportation, parks, and schools prior to potential or planned annexations or incorporations.”

5. Impacts relevant to boundary review board considerations as established by state law.

The following comments relate to RCW 36.93.170 – Factors to be considered by the Boundary Review Board.

Factor 1 Population and territory; population density; land area and land uses; comprehensive plans and zoning, as adopted under chapter 35.63, 35A.63, or 36.70 RCW; comprehensive plans and development regulations adopted under chapter 36.70A RCW; applicable service agreements entered into under chapter 36.115 or 39.34 RCW; applicable interlocal annexation agreements between a county and its cities; per capita assessed valuation; topography, natural boundaries and drainage basins, proximity to other populated areas; the existence and preservation of prime agricultural soils and productive agricultural uses; the likelihood of significant growth in the area and in adjacent incorporated and unincorporated areas during the next ten years; location and most desirable future location of community facilities;

- a. **Population and territory; population density; land area and land uses; assessed valuation:** As described in the BRB File No. 2024-04, the Monroe 30 Annexation area is south and west of Robinhood Lane, east of 175th Ave SE, and north of 127th St SE. The Annexation Area is within the City’s UGA and adjacent to the corporate limits. The acreage is approximately 29.89, and the assessed valuation is \$2,742,700. There are two residences, and the population is six.

b. Comprehensive plans and zoning: The existing County’s FLUM designation for the proposed annexation is Urban Low Density Residential with zoning of R,7,200. The City’s pre-annexation future land use designation is Medium Density Single Family Residential with zoning of 7 dwelling units per acre.

c. Applicable service agreements: The City and County do not have an existing MAILA to cover the subject of service agreements. The County and City are in the process of finalizing an ILA specific to the Monroe 30 Annexation, as described in Section 1 of this staff report. The ILA addresses a road maintenance service agreement and other transfer of services and jurisdiction.

d. Applicable interlocal annexation agreements: As mentioned in Section 1, the County and City do not have an existing MAILA, and therefore are finalizing an annexation-specific ILA to help guide the transition of jurisdiction and services.

e. Topography, natural boundaries, and drainage basins, proximity to other populated areas; the existence and preservation of prime agricultural soils and productive agricultural uses: The area proposed for annexation is predominately flat and largely undeveloped. The annexation area is bordered by the City’s corporate limits on the west. To the north and east, the annexation area is bordered by the Robinhood developments. To the south is the Rose Park development. The subject site does not contain prime agricultural land or productive agricultural uses.

f. Likelihood of significant growth in the area and adjacent incorporated and unincorporated areas during the next ten years. As noted in the BRB File No. 2024-04, the annexation area has been pre-zoned by the City with a residential net density of 7 dwelling units per acre. The City is pursuing a development agreement for the annexation area. The area to the west is the City’s corporate boundaries and areas to the north, east, and south are characterized by residential development and are currently in unincorporated Snohomish County and within the City’s UGA.

Factor 2. Municipal services; need for municipal services; effect of ordinances, governmental codes, regulations and resolutions on existing uses; present cost and adequacy of governmental services and controls in area; prospects of governmental services from other sources; probable future needs for such services and controls; probable effect of proposal or alternative on cost and adequacy of services and controls in area and adjacent area; the effect on the finances, debt structure, and contractual obligations and rights of all affected governmental units.

a. Municipal services: The City is a provider of urban municipal services as identified under chapter 36.70A RCW, however, the City is not a full municipal service provider. Upon annexation, the City will assume jurisdiction for the annexation area and provide sewer service, road maintenance, surface water management services, and law enforcement. Water service will continue to be provided by Roosevelt Water Association and fire protection service will be provided by Snohomish Regional Fire and Rescue Fire Regional

Attachment C to Motion

Fire Authority. Section 2 of this staff report contains further comments from County departments regarding road maintenance and stormwater management services. The ILA mentioned in Section 1 of this report, provides greater detail for the orderly transition of services and jurisdiction including a road maintenance service agreement.

- b. **Present cost and adequacy of governmental services and controls in the area:** The annexation area is currently served by Roosevelt Water Association for water service, Snohomish Regional Fire and Rescue Authority for fire suppression, Snohomish County Sheriff for law enforcement, and Snohomish County DPW for road maintenance. After annexation, the City will provide road maintenance, law enforcement, and sewer service. As previously mentioned, the City is pursuing a development agreement for the annexation area.
- c. **Effect of finances:** The County expects minimal general fund impact as the County considered fiscal impacts of potential annexation during its review of the ILA for this annexation. The County would lose any potential Real Estate Excise Tax when the annexation area is developed. The Surface Water Management (SWM) division of the Department of Natural Resources (DCNR) Surface Water Management provided that fees would be collected during the calendar year of annexation (year 1). After year 1, annual surface water service charges from the annexation area would cease to be collected, resulting in annual revenue loss of up to \$431.97.

Factor 3. The effect of the proposal or alternative on adjacent areas, on mutual economic and social interests, and on the local governmental structure of the county.

The ILA negotiated for the Monroe 30 annexation, and provides a path if any secondary agreements are necessary between the City and the County. Separately, the City is in the process of finalizing a development agreement for the annexation area.

6. Impacts relevant to boundary review board considerations as established by state law.

The following comments relate to RCW 36.93.180 - Objectives of the Boundary Review Board:

Objective 1. Preservation of natural neighborhoods and communities.

The Monroe 30 Annexation proposal does not include the Robinhood Lane developments to the east and north, nor does it include the Rose Park development to the south. In the future if the Monroe 30 Annexation area develops, and the City refines its annexation plans, these communities may become part of the City.

The annexation, as proposed, would further this objective.

Objective 2. Use of physical boundaries, including but not limited to bodies of water, highways, and land contours.

The Monroe 30 Annexation proposal, as contained in BRB File No. 2024-04 uses a western boundary of 175th Ave SE and the City limits. However, the proposal could have used different boundaries to the north, east, and south, such as Robinhood Lane to the north and east. To the

Attachment C to Motion

south, the inclusion of the Rose Park development or a physical boundary of 128th PL SE would have made better boundaries.

The proposed annexation, in general, furthers this objective.

Objective 3. Creation and preservation of logical service areas.

With the ILA mentioned in Section 1 of this report, issues regarding logical service areas will be addressed. The annexation boundaries for the Monroe 30 Annexation will enable the City to provide sewer service and police service. Fire, water, and public school services are not changed by this proposal.

The annexation as proposed furthers this objective.

Objective 4. Prevention of abnormally irregular boundaries.

The proposed annexation boundaries do not create abnormally irregular boundaries. The annexation would create a continuous City jurisdiction.

The annexation as proposed furthers this objective.

Objective 5. Discouragement of multiple incorporations of small cities and encouragement of incorporations of cities in excess of ten thousand population in heavily populated urban areas.

This objective does not apply to the proposed annexation.

Objective 6. Dissolution of inactive special purpose districts.

This objective does not apply to the proposed annexation.

Objective 7. Adjustment of impractical boundaries.

The Monroe 30 Annexation, BRB File No. 2024-04, could have more practical boundaries as noted by the comments provided by the TES division of DPW in Section 2 of this staff report. These comments also state that some of the concerns raised by TES are being addressed by the ILA that was negotiated between the City and County specific to Monroe 30 Annexation, which provides for a road maintenance agreement between the City and County after annexation.

Objective 8. Incorporation as cities or towns or annexation to cities or towns of unincorporated areas, which are urban in character.

The area within the Monroe 30 Annexation proposal is within the City's UGA and as such is designated to be annexed per the CPPs and the City and County's comprehensive plans. This is consistent with the GMA that supports and directs cities to be the providers of urban services and counties to fulfill the role as a provider of regional services.

As proposed, the annexation does further Objective 8.

Objective 9. Protection of designated agricultural and rural resource lands.

This objective does not apply to the proposed annexation. The proposed annexation area is not designated agricultural land or rural resource land.

7. Impacts to county facilities and other county-owned property:

There are no known County-owned facilities or property within the area proposed for the Monroe 30 Annexation.

8. Impacts to the provision of public facilities and services:

County departments were provided the opportunity to provide input on drafting the ILA and to review BRB file no. 2024-04. The following comments were received from County departments related to the annexation's effect on the County's provision of public services:

- a. The Department of Conservation and Natural Resources (DCNR) – Surface Water Management (SWM) division provided that Surface Water Management fees would be collected during the calendar year of annexation (year 1). After year 1, annual surface water service charges from the annexation area would cease to be collected, resulting in annual revenue loss of up to \$431.97.
- b. The Parks division of DCNR found no impacts to its services.
- c. The Department of Public Works found no impacts to its services.

STAFF RECOMMENDATION

Based on the review detailed above, the proposed Monroe 30 Annexation with the negotiated ILA in effect, is consistent with the GMA, the CPPs, and local comprehensive plans, the factors and objectives of the BRB, and will have minimal impact to County budget and services. The Monroe 30 Annexation proposal, with an effective ILA, furthers the GMA goals and CPP policies that cities should be the primary providers of urban services.

This conclusion has been reached by comprehensively reviewing the Monroe 30 Annexation proposal with the negotiated ILA, against the applicable BRB factors and objectives, County codes, and other applicable statutes and determining that the relevant factors and objectives that the BRB must consider would be advanced by the annexation.

The recommendation to the County Council from PDS is to **support** the annexation and **not invoke** the jurisdiction of the BRB.

cc: Ken Klein, Executive Director
Mike McCrary, Director, PDS
Tom Teigen, Director, DCNR
Kelly Snyder, Director, DPW
Ryan Countryman, Senior Council Legislative Analyst