

NOTICE OF INTENTION COVER SHEET

Washington State
Boundary Review Board
for Snohomish County

Boundary Review Board Received
11/15/2023

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

(see Page 2 for amended NOI received 11/29/23)

As required by RCW 36.93, a Notice of Intention is hereby submitted for proposed annexation. Name of jurisdiction: Town of Woodway Name of proposal: Point Wells Annexation
Proceedings were initiated under authority of RCW 35A.14.296 (Interlocal Agreement Method)

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
Olympic View Water & Sewer District (OVWSD)
Public Hospital District #2
Sno-Isle Intercounty Rural Library
Port of Edmonds
Edmonds School District #15
Snohomish Conservation District
Public Utilities District No. 1
Regional Transit Authority
Community Transit

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

Signatures on petition N/A
Residences in area 0
Population of area 0
Acreage 67.59

Square miles 0.1056

Assessed valuation: Proposed: \$8,973,700
Topography: Gradual from shoreline to 100 feet elevation
Current district boundaries and adjacent roads: Town on north, east and south & Shoreline on South & Puget Sound on west
Proximity to other districts, cities, etc. Various King County jurisdictions, including the City of Shoreline

Present
Sewers Olympic View WSD
Water Olympic View WSD
Roads None (Private)
Fire Dist. None
Police Snohomish County
Growth Potential 141 residents

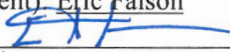
Proposed
Same
Same
None (Private)
Town of Woodway
Town of Woodway
Same


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

Assessor and Vicinity Maps
Petition
Resolution of Intent

Petitioner (Spokesperson): N/A
Address: _____

Phone: _____

Initiator (District or Proponent): Eric Faison
Representative Signature: 
Address/Phone: 23920 113th Place W.
Woodway, WA 98020
206-542-4443

File No. 2023-04 Filed effectively this 27th day of November, 2023 by 
Chief Clerk

Washington State
Boundary Review Board
for Snohomish County

Boundary Review Board
Received 11/29/2023 - this page only

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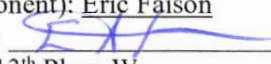
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Woodway, WA 98020
206-542-4443

File No. _____ Filed effectively this _____ day of _____, _____ by _____
Chief Clerk



November 15, 2023

Snohomish County Boundary Review Board
3000 Rockefeller, M/S 409
Everett, WA 98201

Dear Chairman Hambelton and Members of the Boundary Review Board:

Please find attached to this letter the Town of Woodway's notice of intention to annex the unincorporated portion of Woodway's MUGA, commonly known as Point Wells. This Notice of Intent is initiated under the interlocal agreement method of annexation, as provided in RCW 35A.14.296. The Interlocal Agreement was executed by the Town, the County, the City of Shoreline, and Olympic View Water & Sewer District on October 10.

As you review the attached materials, I want to highlight for you Section 3.7 of the Interlocal Agreement. It is in that Section that the County found that the annexation of Point Wells by the Town is consistent with its Master Annexation ILA and Addendum with the Town. It also is where all the parties to the Agreement found that the Town's annexation is consistent with the goals and objectives established in RCW 36.93.170 and 36.93.180.

We look forward to working with you and your staff in the near future.

Sincerely,

A handwritten signature in blue ink, appearing to read 'E. Faison', with a long horizontal line extending to the right.

Eric A. Faison
Town Administrator

Exhibit A – Description and Reasons for Proposed Action

1. Action Sought: The Town of Woodway is proposing to annex the last remaining portion of its Municipal Urban Growth Area (“MUGA”) – a 67.59 acre island of urban unincorporated Snohomish County, commonly known as Point Wells. The Town is proposing to accomplish this annexation through an interlocal agreement, executed by the Town, Snohomish County, the City of Shoreline, and Olympic View Water & Sewer District, pursuant to the annexation method authorized in RCW 35A.14.296.
2. Reason for seeking action: The Point Wells area has long been designated by the Snohomish County and Woodway Comprehensive Plans as within Town’s MUGA. Consistent with the State Growth Management Act, the Town has done substantial planning for annexation of the area. Annexation of this property, which is surrounded by the Town on three sides and only accessible through the Town, will enable the Town to implement development, design and environmental standards and regulations that will ensure that future development of the property is consistent with the goals and objectives of the Town and its residents.

Exhibit B – Legal Description

POINT WELLS ANNEXATION AREA

PARCEL DESCRIPTION

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

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

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

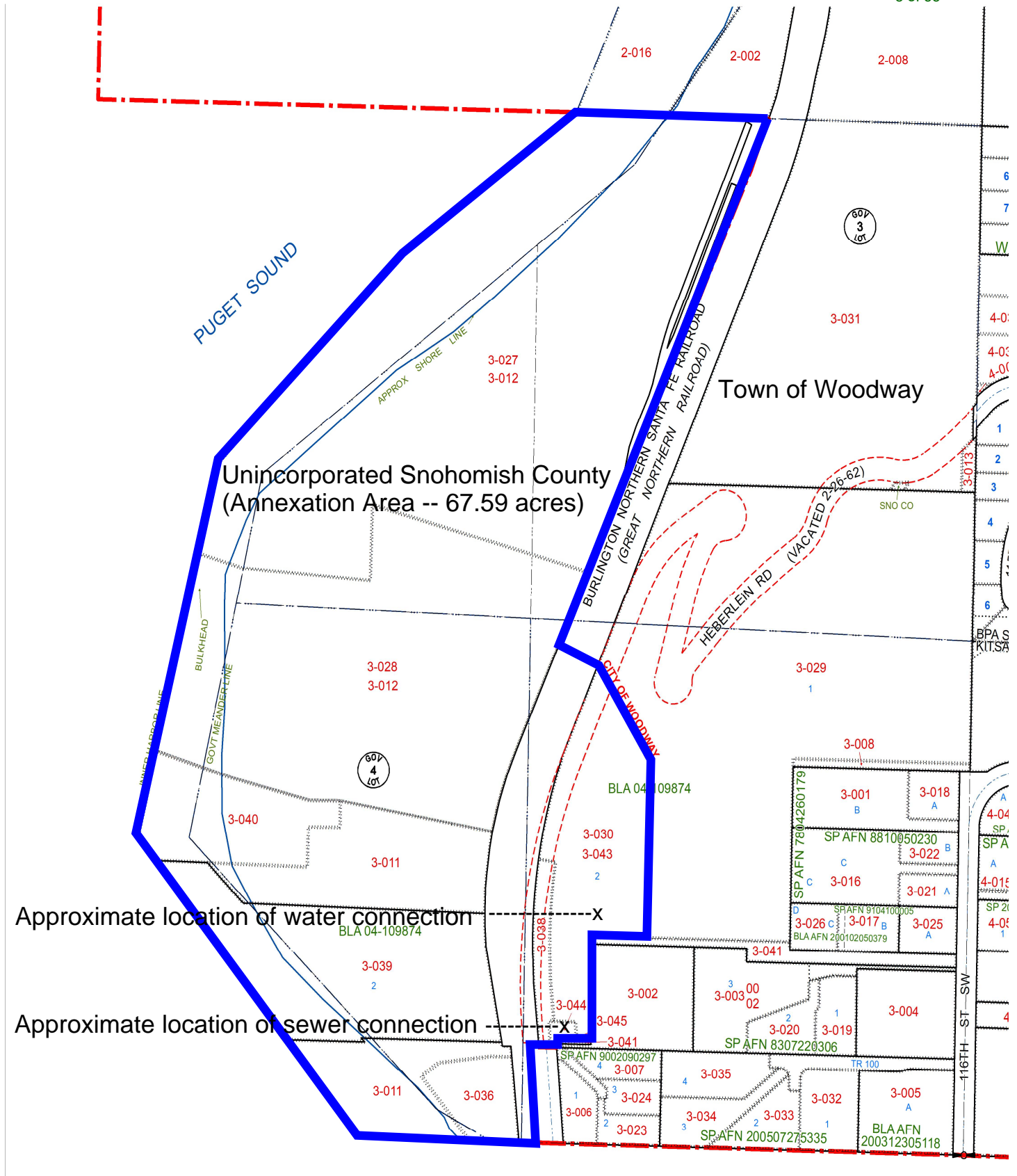
THE DESCRIPTION HEREIN IS INTENDED TO INCLUDE ALL PARCELS, ROADS AND GOVERNMENT LOTS WITHIN THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 27 NORTH, RANGE 3 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON INCLUDING THOSE TIDELANDS ABUTTING. THE SIDELINES SHALL BE EXTENDED AND/OR SHORTENED TO BE COINCIDENT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

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.



Exhibit C – Maps

See Attached.

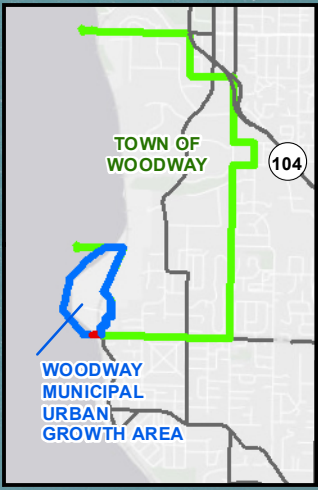


Town of Woodway

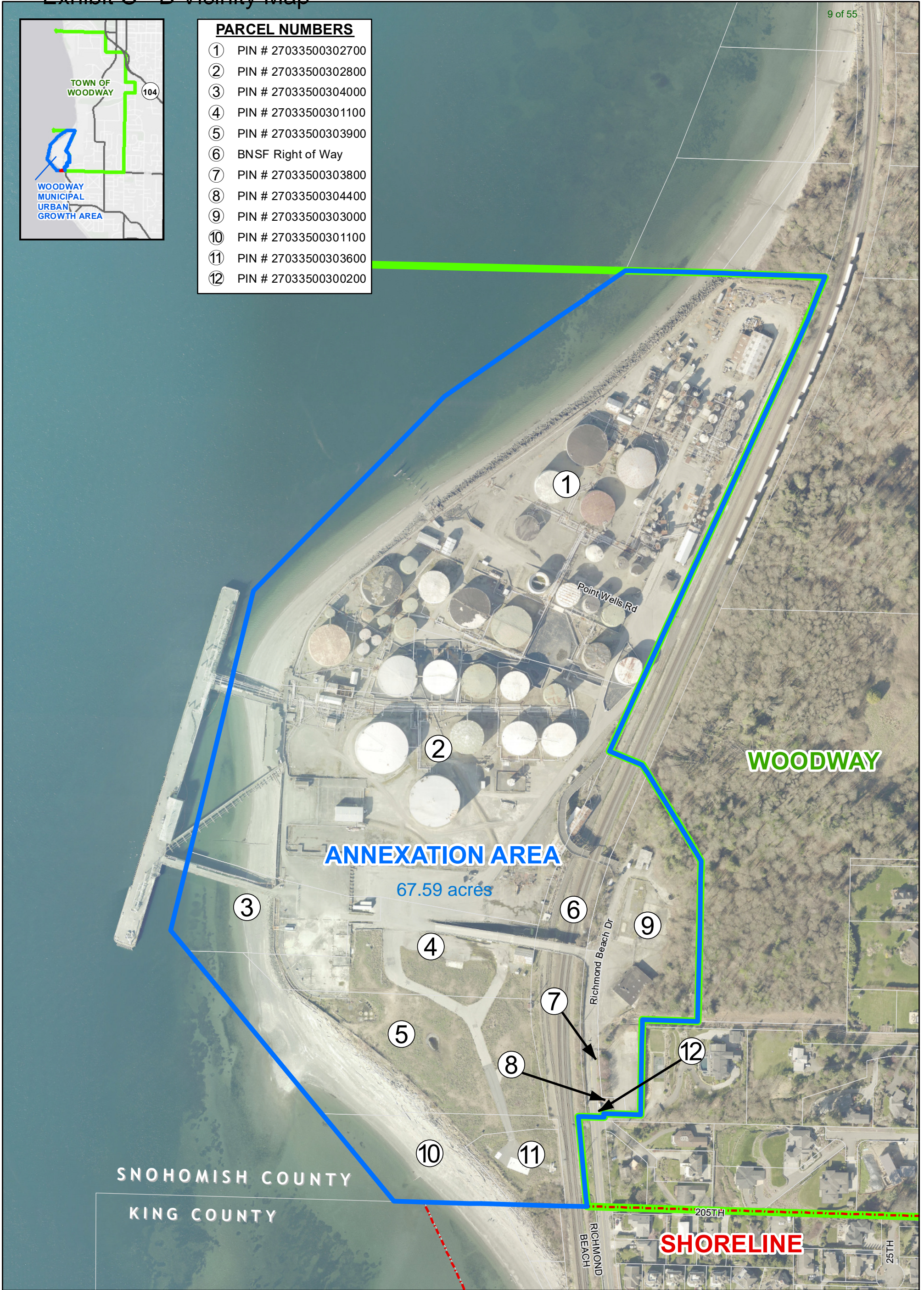
Point Wells Annexation Area

U3/2U23

Exhibit C - B Vicinity Map

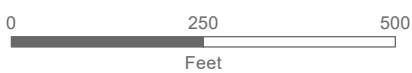


PARCEL NUMBERS	
①	PIN # 27033500302700
②	PIN # 27033500302800
③	PIN # 27033500304000
④	PIN # 27033500301100
⑤	PIN # 27033500303900
⑥	BNSF Right of Way
⑦	PIN # 27033500303800
⑧	PIN # 27033500304400
⑨	PIN # 27033500303000
⑩	PIN # 27033500301100
⑪	PIN # 27033500303600
⑫	PIN # 27033500300200

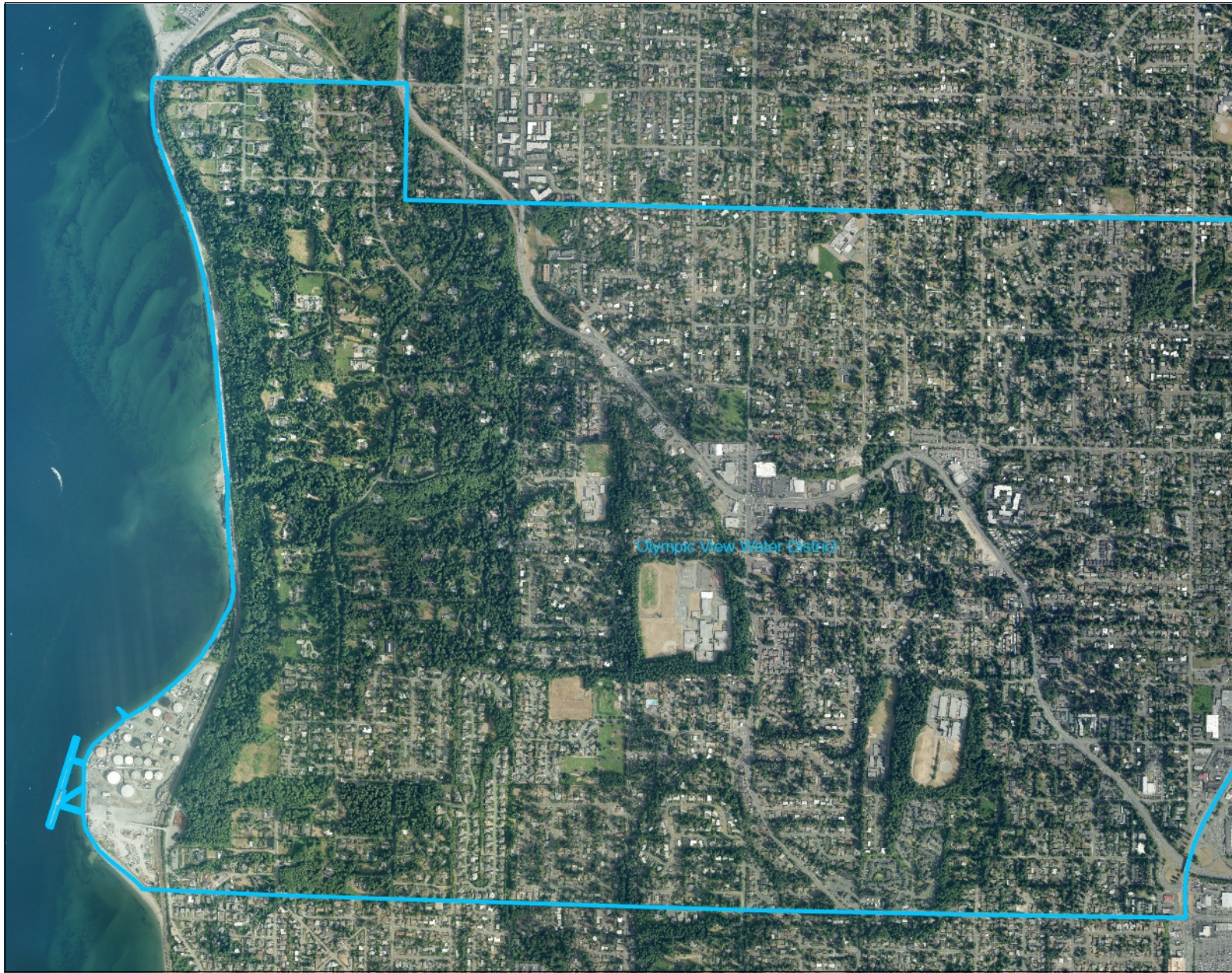
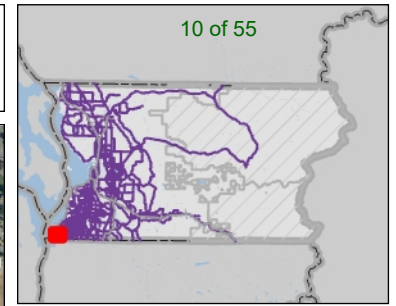


POINT WELLS ANNEXATION AREA


TOWN OF WOODWAY



DRAWING IS NOT TO SCALE IF BAR IS NOT 2" LONG.
Note: These layers represent themes requiring further planning and design. They are conceptual and under no circumstances should be construed as final plans for specific sites or areas.



Legend

 Water Districts

1: 20,151

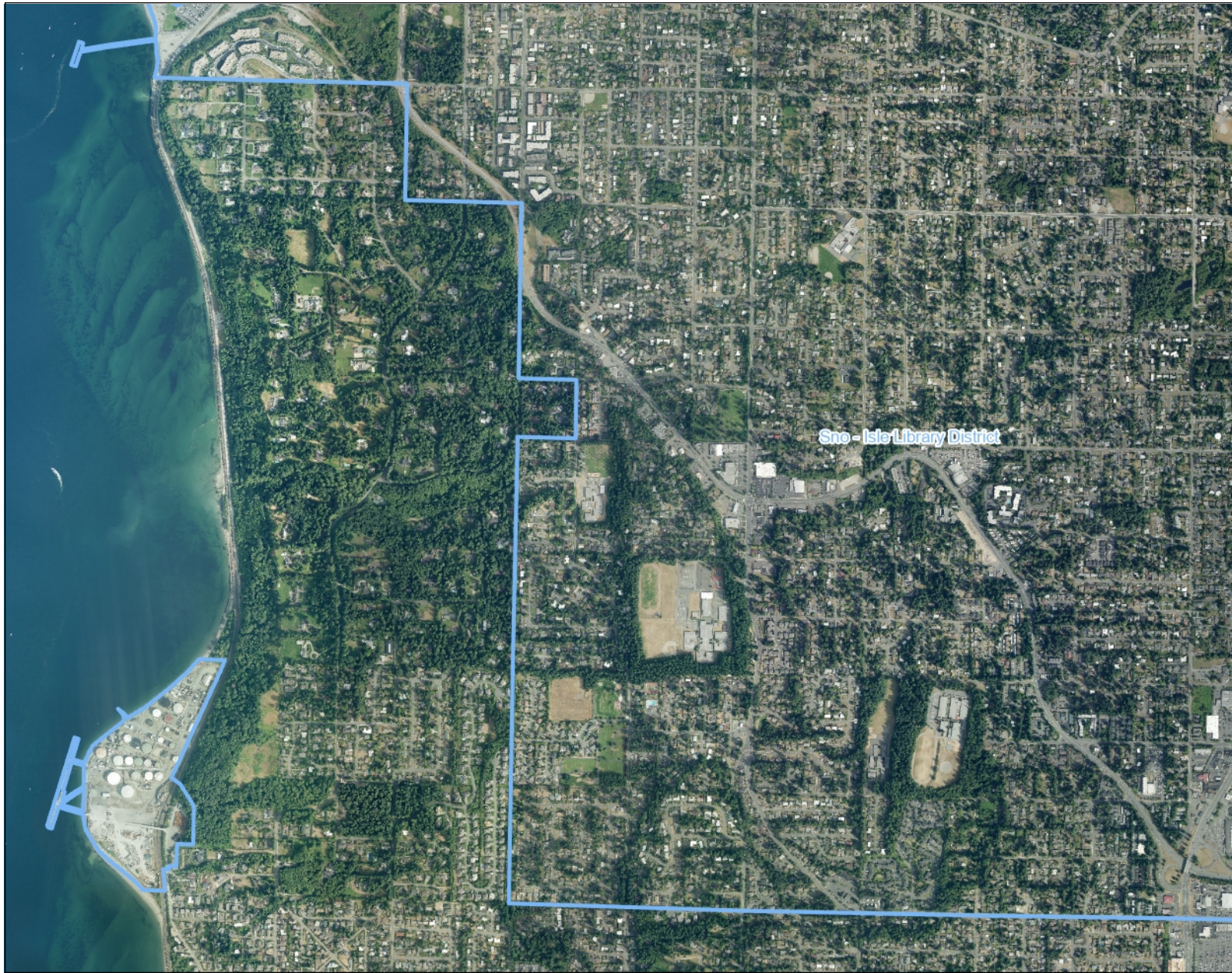
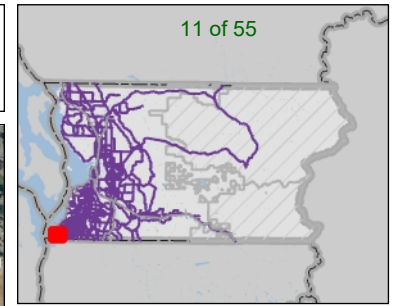


3,358.5 0 1,679.24 3,358.5 Feet



Projection: NAD_1983_StatePlane_Washington_North_FIPS_4601_Feet
Planning and Development Services, Snohomish County

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Notes



Legend

-  Library District
-  Library Capital Facility District

1: 20,151



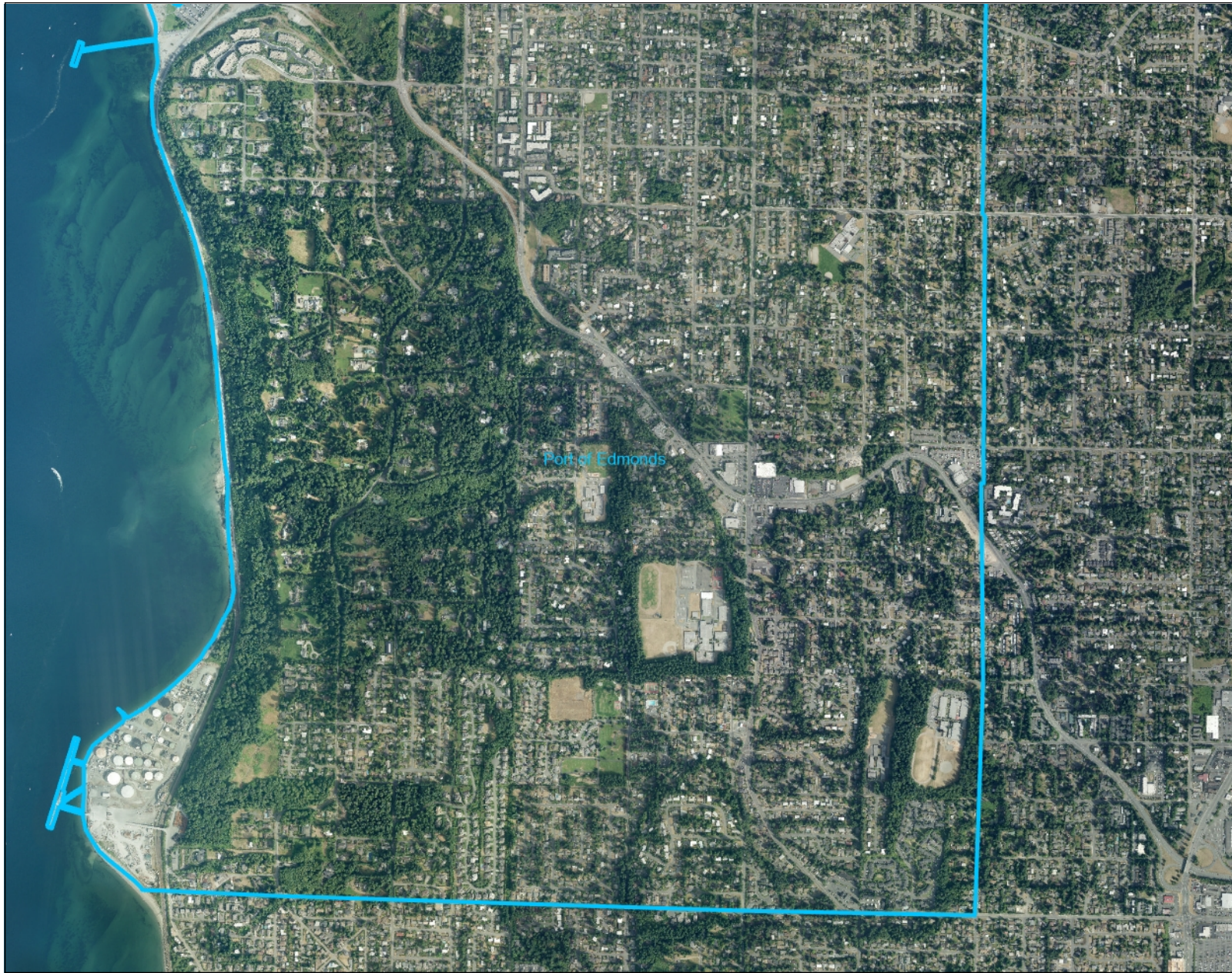
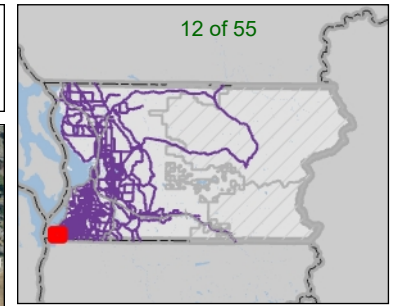
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Notes

This map was automatically generated using Geocortex Essentials.



Legend

 Port District

1: 20,151

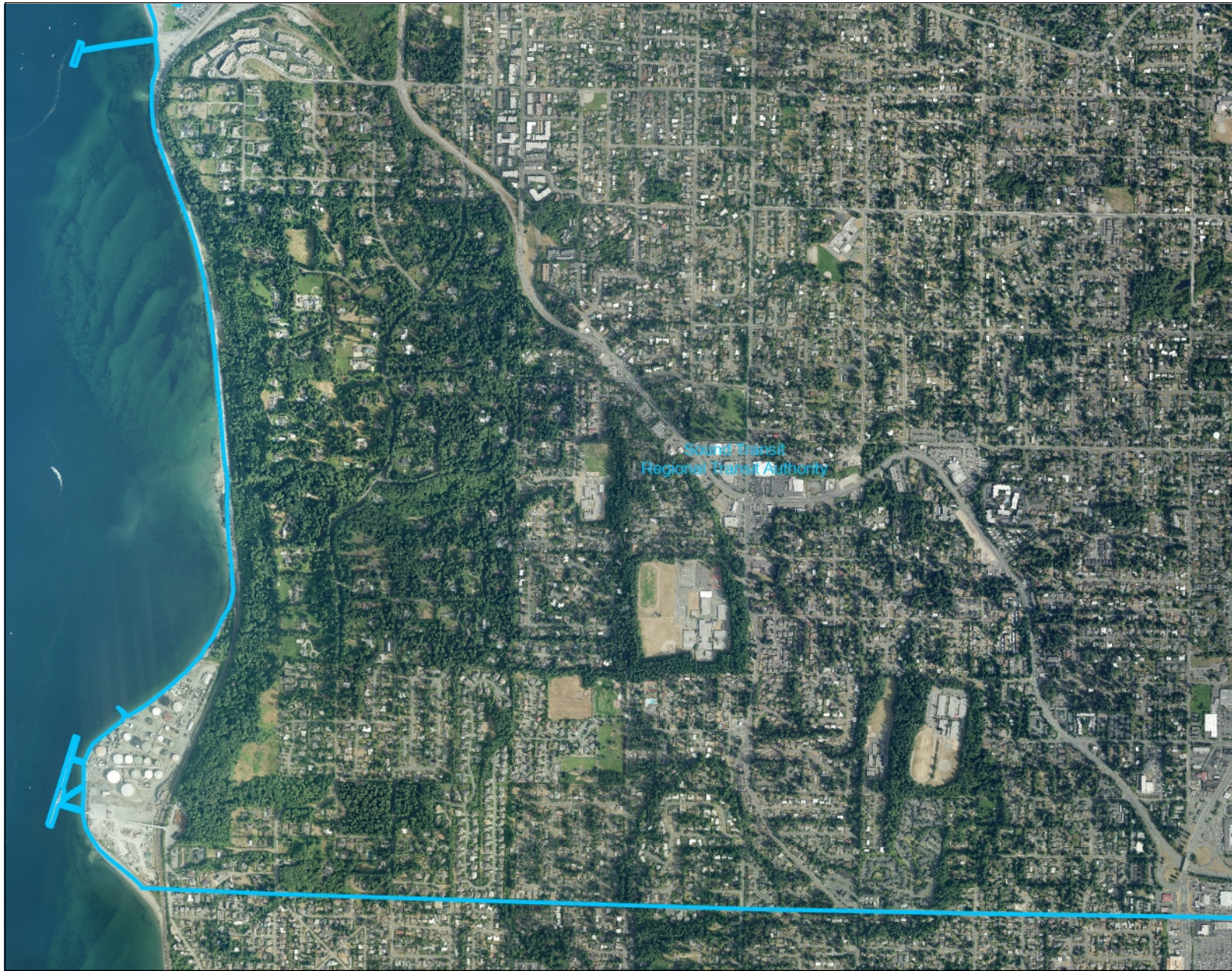
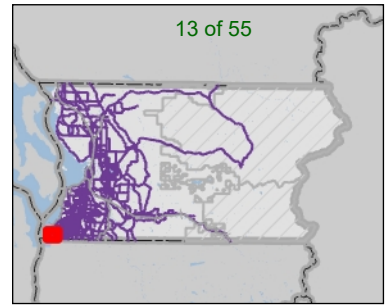


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Notes



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 Sound Transit

1: 20,151

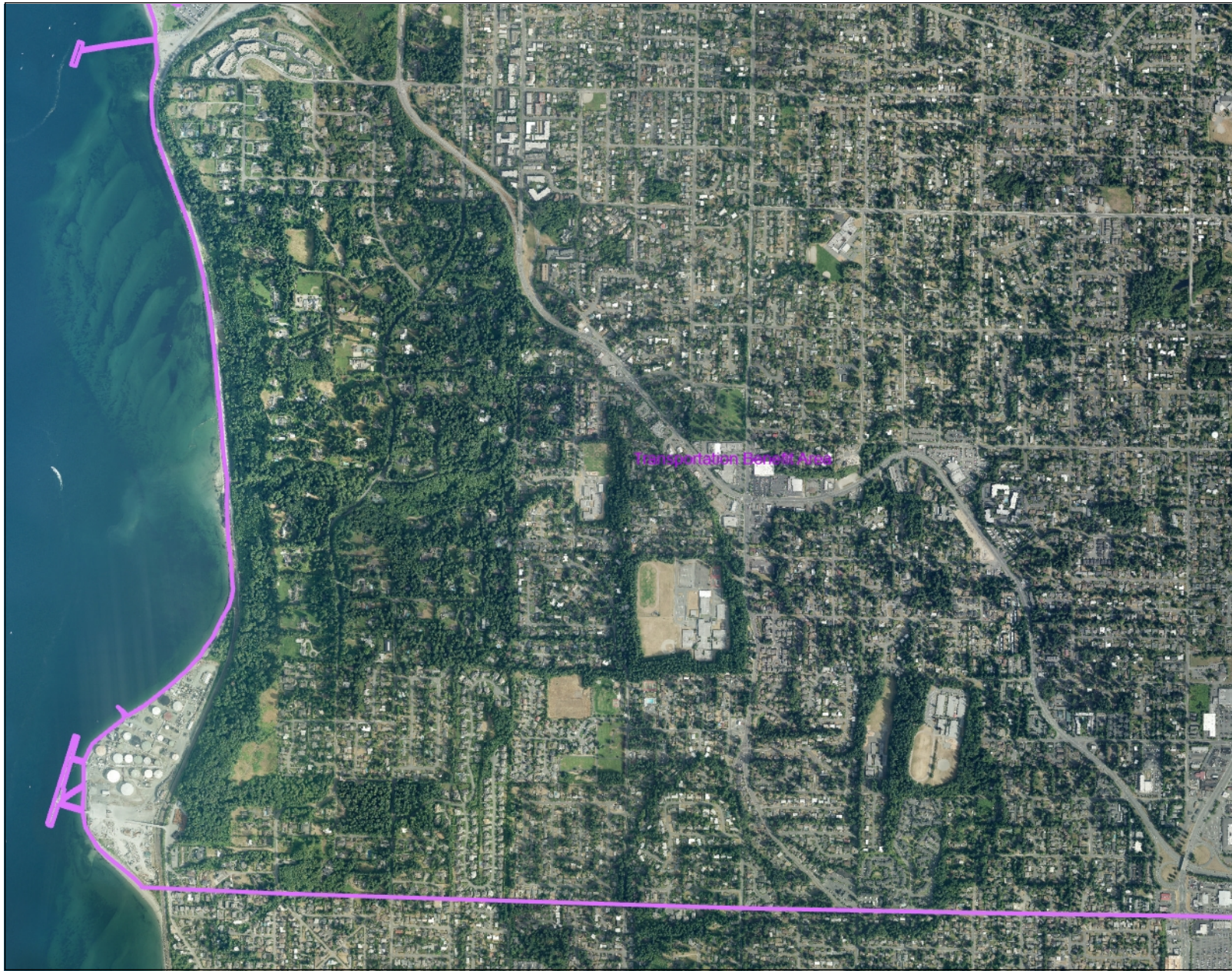
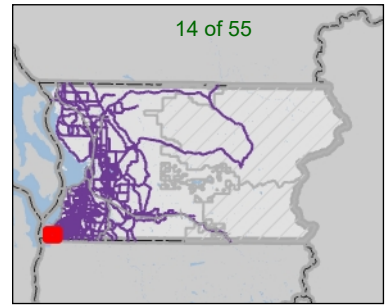


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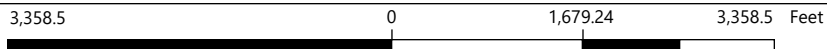
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Notes



Legend
 Public Transportation Benefit Area

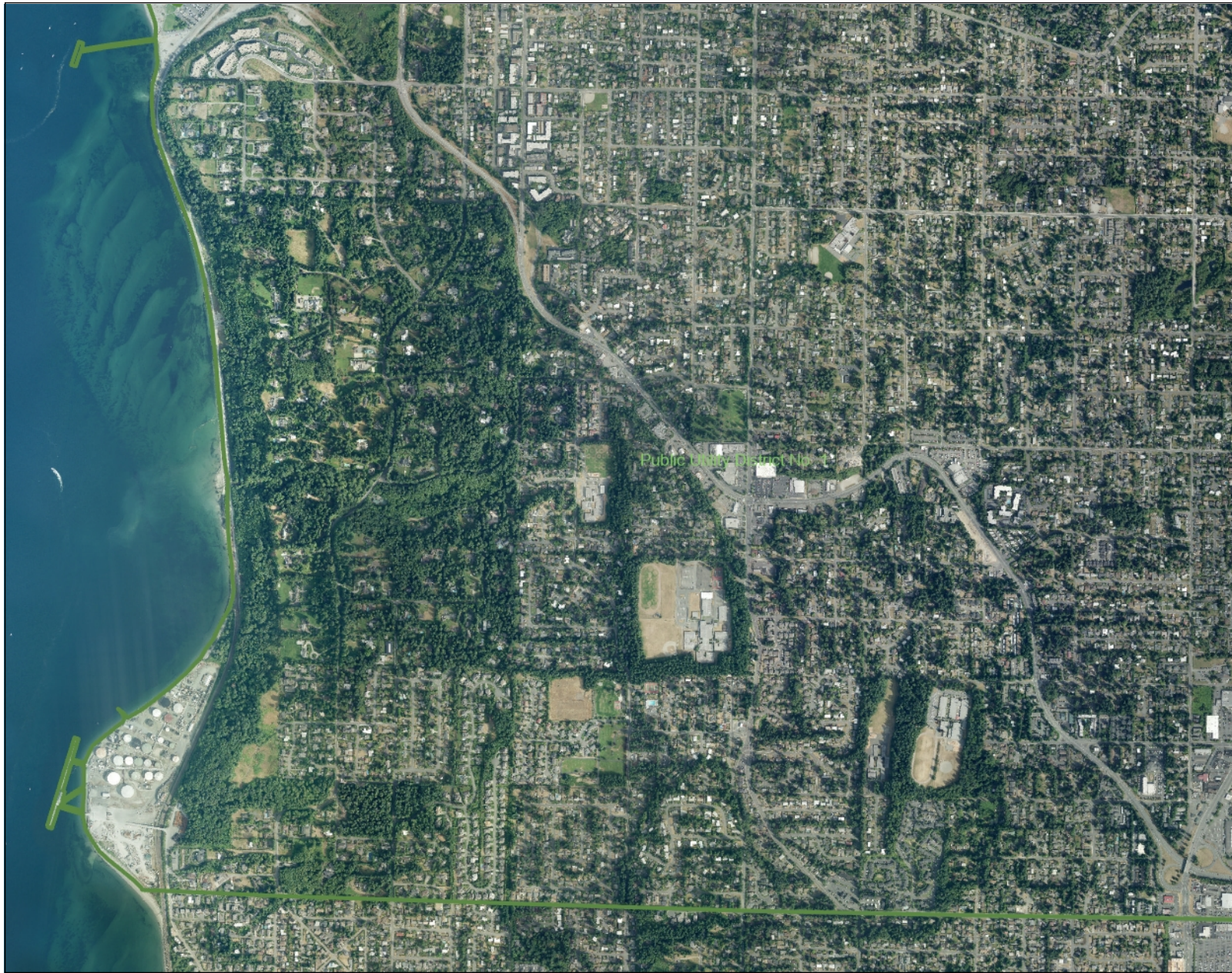
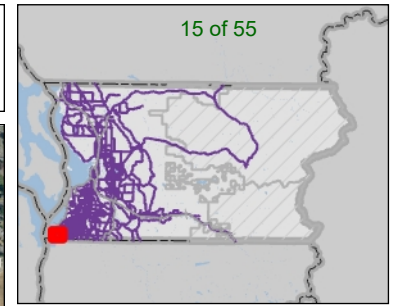
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Notes



Legend

-  Public Utility District (PUD)

1: 20,151



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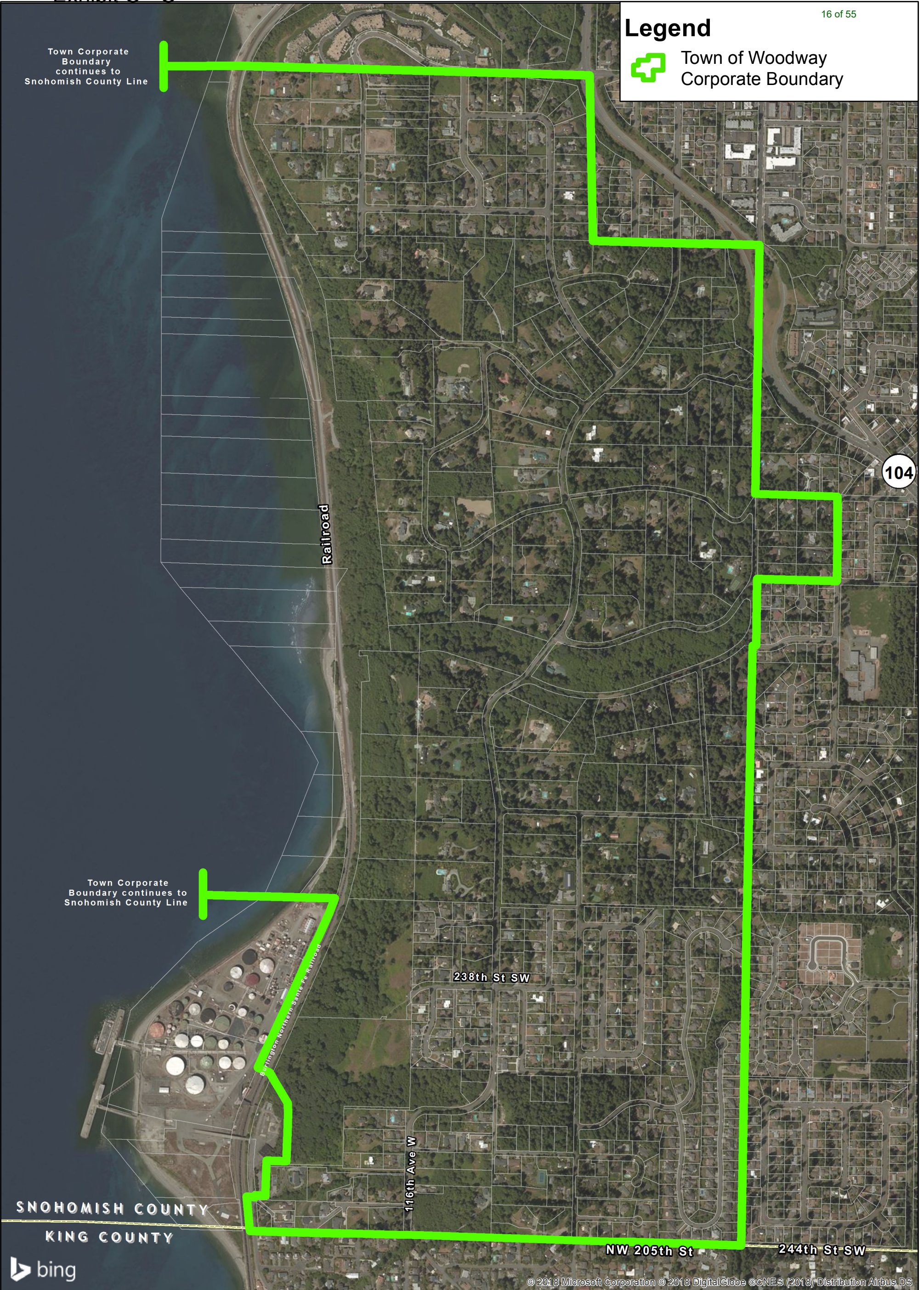
Notes

Town Corporate Boundary continues to Snohomish County Line

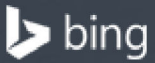
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Town of Woodway Corporate Boundary



SNOHOMISH COUNTY
KING COUNTY



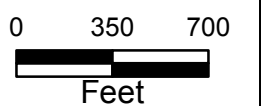
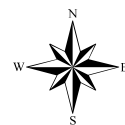
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Town of Woodway
WASHINGTON

Town Of Woodway Corporate Boundary

Map Created 3/26/18



Note: These layers represent themes requiring further planning and design. They are conceptual and under no circumstances should be construed as final plans for specific sites or areas.

Exhibit D – Resolutions Certification

See attached.

State of Washington

County of Snohomish

I certify that these are true and correct copies of documents in the possession of the Town of Woodway as of this date.

Name and Date of Document:

- Resolution #2023-454 – Authorizing Filing of Point Wells Annexation Notice of Intent, including Exhibits A and B, passed on October 2, 2023
- Fully executed Interlocal Agreement between Town of Woodway, City of Shoreline, Snohomish County, and Olympic View Water & Sewer District, with the final signature dated October 10, 2023

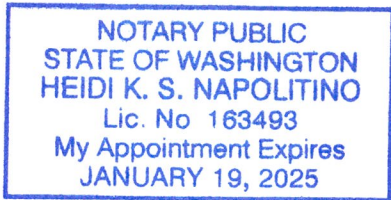
Dated: 14 NOVEMBER 2023

Signature: Heidi K. S. Napolitano

Printed Name: HEIDI K. S. NAPOLITANO

Title: Notary Public

My appointment expires 19 JANUARY 2025



TOWN OF WOODWAY

RESOLUTION 2023-454

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

WHEREAS, the Town of Woodway (“Town”) and Snohomish County (“County”) are required to plan under RCW 36.70A, the State’s Growth Management Act, for growth within unincorporated areas of the County designated for urban growth and future annexation; and

WHEREAS, both the Comprehensive Plans of the Town and the County reflect this planning through the designation of an urban unincorporated area as the Town’s municipal urban growth area (“MUGA”); and

WHEREAS, the Town’s MUGA is adjacent to and within the same County-designated urban growth area as the Town; and

WHEREAS, the Town has planned for future urban growth within the Town’s MUGA and annexation of the MUGA to the Town through the preparation of the Woodway Municipal Urban Growth Area Subarea Plan (“Subarea Plan”); and

WHEREAS, the Subarea Plan is incorporated into the Town’s Comprehensive Plan, which has been reviewed and approved by the Washington State Department of Commerce as compliant with the State Growth Management Act and the Puget Sound Regional Council as consistent with the region’s growth and transportation strategy; and

WHEREAS, the Town’s Subarea Plan and related policies provide for a mixed-use Urban Village district to implement the goals and policies of the Subarea Plan; and

WHEREAS, the Town has previously adopted pre-annexation zoning for its MUGA in Woodway Municipal Code Chapter 14.40, which will be applicable upon annexation; and

WHEREAS, the Town, the County, the City of Shoreline, and Olympic View Water & Sewer District (collective, the “Parties”) have negotiated the terms of an interlocal agreement, titled Interlocal Agreement Between the Town of Woodway, Snohomish County, the City of Shoreline, and the Olympic View Water and Sewer District Concerning an Annexation and the Orderly Transition of Services Pursuant to RCW 35A.14.296 (the “Agreement”), to implement the annexation of territory described in the Agreement and depicted in Exhibit A hereto and

legally described in Exhibit B hereto (“Annexation Area”), and incorporated by this reference as if set forth in full; and

WHEREAS, the Town’s Municipal Code Chapter 14.40.040(2) and the Agreement ensure that, for a period of five years after the annexation, any parcel zoned for residential development within the annexed area shall maintain a zoning designation that provides for residential development and not have its minimum gross residential density reduced below the density allowed for by the zoning designation for that parcel prior to annexation; and

WHEREAS, the Parties have each separately set dates for public hearings on the Agreement in accordance with the requirements of RCW 35A.14.296; and

WHEREAS, the Town provided notice of a public hearing on the Agreement on September 1, 8, 15, and 22, 2023 and posted notice of the hearing on the Town’s website, all as required by RCW 35A.14.296(3); and

WHEREAS, on October 2, 2023, the Town Council held a public hearing on the Agreement, duly considered public comment, and authorized the Mayor to execute the Agreement; and

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

NOW, THEREFORE, the Town Council of the Town of Woodway does hereby resolve as follows:

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

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

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

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

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

Section 6. Under the authority of RCW 35A.14.330, upon annexation, the Town’s previously adopted pre-annexation zoning, contained in Chapter 14.40 of the Woodway Municipal Code, will be applicable to the Annexation Area. Furthermore, the Annexation Area shall be subject to any existing indebtedness of the Town upon annexation.


Section 7. The Town Council hereby directs the Mayor to file a Notice of Intent to Annex the Annexation Area upon execution of the Agreement, along with any other necessary documents, with the Board and any other necessary party in accordance with the laws of the State of Washington and the rules of the Board. Following the expiration of time for the exercise of the Board’s jurisdiction or Board action approving the annexation, the Mayor is directed to bring this matter back to the Town Council for further action consistent with RCW 35A.14.296.

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

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

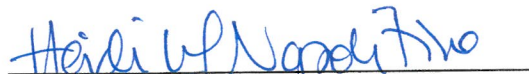
PASSED this 2nd day of October 2023 by the Town Council of the Town of Woodway.

TOWN OF WOODWAY




Michael S. Quinn, Mayor

ATTEST:

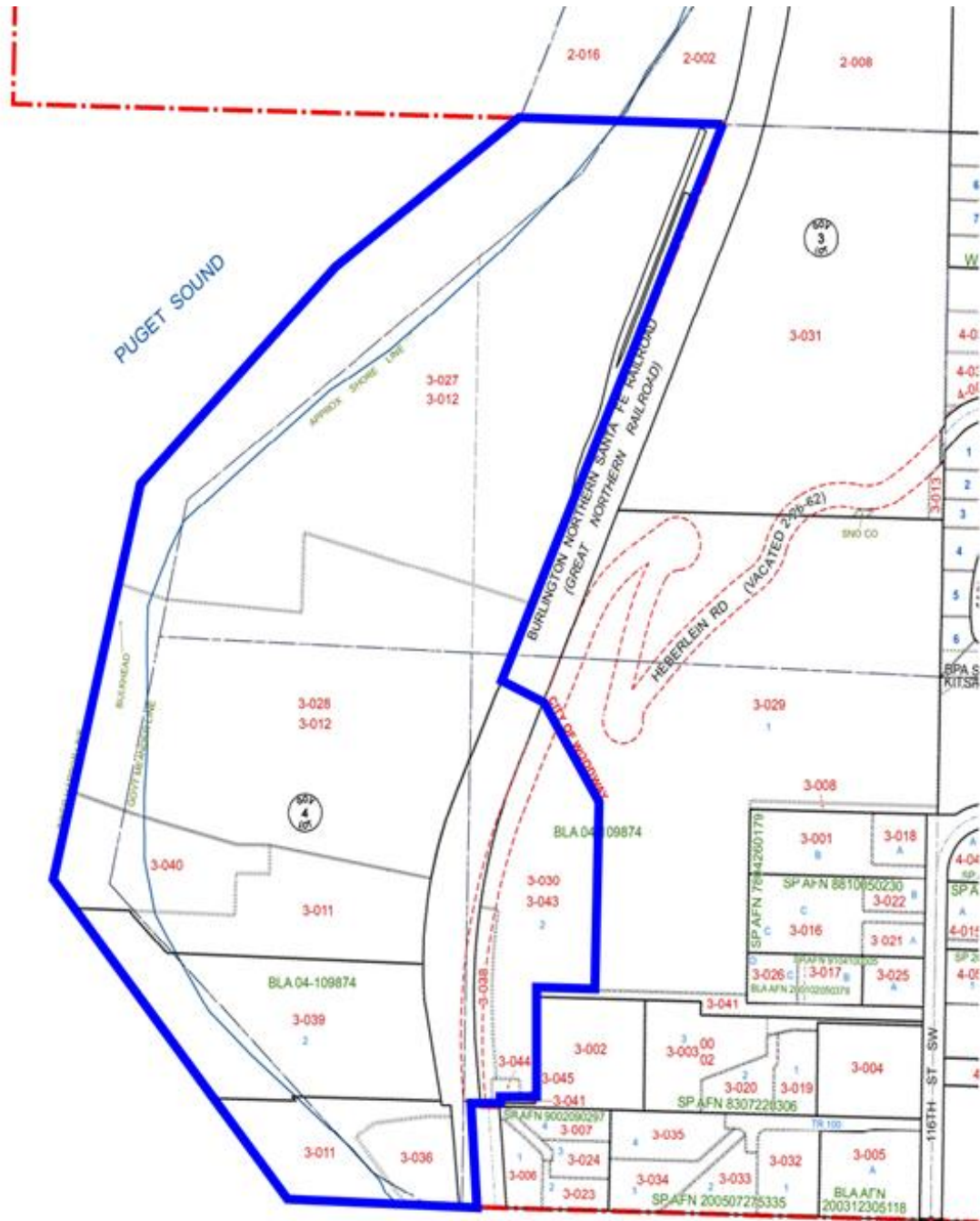

Heidi K. S. Napolitano, Clerk-Treasurer


APPROVED AS TO FORM:


Greg Rubstello, Town Attorney

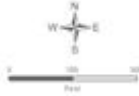
TOWN OF WOODWAY


RESOLUTION 2023-454 | EXHIBIT A





Town of Woodway
Point Wells Annexation Area





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TOWN OF WOODWAY

RESOLUTION 2023-454 | EXHIBIT B

POINT WELLS ANNEXATION AREA

PARCEL DESCRIPTION

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

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

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

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

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.



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

1. PARTIES

This Interlocal Agreement (“Agreement” or “ILA”) is made by and between the Town of Woodway (“Town”), a Washington municipal corporation, Snohomish County (“County”), a political subdivision of the State of Washington, the City of Shoreline (“Shoreline”), a Washington municipal corporation, and Olympic View Water and Sewer District (“Olympic View”), a Washington special purpose district, pursuant to Chapter 35A.14 RCW (Annexation by Code Cities), Chapter 36.70A RCW (Growth Management Act), Chapter 36.115 RCW (Governmental Services Act), Chapter 43.21C RCW (State Environmental Policy Act), Chapter 36.70B RCW (Local Project Review and Development Agreements), Chapter 58.17 RCW (Subdivisions), Chapter 82.02 RCW (Excise Taxes), and Chapter 39.34 RCW (Interlocal Cooperation Act).

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

2. PURPOSE

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

3. AGREEMENTS REGARDING ANNEXATION

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

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

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

3.2 Master Annexation ILA and Addendum.

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

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

3.3 Town-Shoreline Settlement and Interlocal Agreement.

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

3.4 Olympic View Service Area

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

3.5 Interjurisdictional Coordination.

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

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

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

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

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

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

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

3.6 Public Hearings on Annexation.

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

Snohomish County: October 4, 2023

The Town of Woodway: October 2, 2023

City of Shoreline: September 25, 2023

Olympic View Water and Sewer District: October 2, 2023

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

3.7 Consistency of Annexation with the agreements and RCW.

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

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

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

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

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

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

4. AMENDMENT TO THE MASTER ANNEXATION ILA

4.1 Amendment to Section 4.1 of the Master Annexation ILA.

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

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

4.2 Amendment to Section 4.2 of the Master Annexation ILA.

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

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

4.3 New Section 4.6 Added to the Master Annexation ILA.

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

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

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

4.4 Amendment to Section 9.2 of the Master Annexation ILA.

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

9.2 *Taxes, fees, rates, charges, and other monetary adjustments.* The Town recognizes that service charges are collected by the County for unincorporated areas within the County's Surface Water Management Utility District. Surface water management service charges are collected at the beginning of each calendar year through real property tax statements. Upon the effective date of the Annexation, the County may continue to collect and, pursuant to Title 25 SCC and to the extent permitted by law, to apply the service charges collected during the calendar year in which the Annexation occurs to the provision of surface water services designated in that year's budget. These services, which do not include servicing of drainage systems in road right-of-way, will be provided through the calendar year in which the Annexation becomes effective and will be of the same general level and quality as those provided to other property owners subject to service charges in the County. If the Town intends for the County to continue providing surface water services beyond the calendar year after the Annexation, a separate interlocal agreement must be negotiated.

5. **AMENDMENT TO THE TOWN-SHORELINE ILA**

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

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

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

B. Comprehensive Plan and Development Regulations Amendments.

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

annexing City shall:

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

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

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

C. **Project Permit Applications; Industrial Uses**

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

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

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

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

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

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

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

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

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

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

6. TRANSFER OF COUNTY FACILITIES AND PROPERTIES

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

7. THIRD PARTY BENEFICIARIES

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

8. DISPUTE RESOLUTION

Except as herein provided, no civil action with respect to any dispute, claim or controversy (collectively "dispute") arising out of or relating to this Agreement, or the Annexation may be commenced until the dispute has been submitted to a mediator selected by the Parties involved with the dispute. The Parties agree that they will participate in the mediation in good faith, and that they will share equally in its costs. Each Party shall be responsible for the costs of its own legal representation. Each Party may seek equitable relief prior to the mediation process, but only to preserve the status quo pending the completion of the mediation process.

9. HONORING EXISTING AGREEMENTS, STANDARDS AND STUDIES

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

10. RELATIONSHIP TO EXISTING LAWS AND STATUTES

This Agreement in no way modifies or supersedes existing state laws and statutes. In meeting the commitments encompassed in this Agreement, all Parties will comply with all applicable state or local laws. The County, the Town, and Shoreline retain authority for land use and development decisions within their respective authority. By executing this Agreement, the County, the Town, Shoreline, and Olympic View do not otherwise abrogate authority or police powers vested in them by law.

11. EFFECTIVE DATE, DURATION AND TERMINATION

11.1 Effective Date. This Agreement shall become effective following the approval of the Agreement by the official action of the governing bodies of the Parties and the signing of the Agreement by an authorized representative of each Party.

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

11.3 Termination. Any Party may terminate this Agreement upon one-hundred eighty (180) days advance written notice to the other party. Notwithstanding termination of this Agreement, the Parties are responsible for fulfilling any outstanding obligations under this Agreement incurred prior to the effective date of the termination, and to fulfill obligations under other agreements relating to this Agreement and the Annexation Area.

12. INDEMNIFICATION AND LIABILITY

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

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

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

13. SEVERABILITY

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

14. EXERCISE OF RIGHTS OR REMEDIES

Failure of any Party to exercise any rights or remedies under this Agreement shall not be a waiver of any

obligation by any other Party and shall not prevent any other Party from pursuing that right at any future time.

15. RECORDS

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

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

16. ENTIRE AGREEMENT

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

17. GOVERNING LAW AND STIPULATION OF VENUE

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

18. FILING

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

19. ADMINISTRATORS AND CONTACTS FOR AGREEMENT

The Administrators and contact persons for this Agreement are:

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

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

Bristol Ellington
City Manager
City of Shoreline
17500 Midvale Ave N

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

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

Shoreline, WA 98133
(206) 801-2213

Edmonds, WA 98020
(425) 774-7769

20. Counterpart Originals.

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

21. Authority to Execute.

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

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

TOWN OF WOODWAY

SNOHOMISH COUNTY

By:

By:





Michael S. Quinn
Mayor

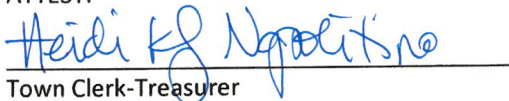
Dave Somers
County Executive

Date: 6 October 2023

Date: 10/10/2023

ATTEST:

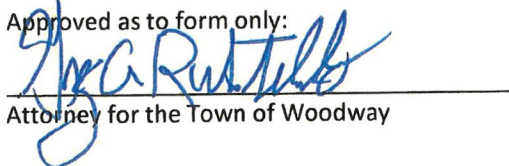
ATTEST:



Town Clerk-Treasurer


Asst. Clerk of the County Council

Approved as to form only:

Approved as to form only:


Attorney for the Town of Woodway

 8/21/23
Deputy Prosecuting Attorney for
Snohomish County

CITY OF SHORELINE

By:

DocuSigned by:
Bristol Ellington
Bristol Ellington
City Manager
Date: 10/4/2023

OLYMPIC VIEW WATER AND SEWER DISTRICT

By:

Lora Petso
Lora Petso
Board President
Date: Oct, 2, 2023

ATTEST:

DocuSigned by:
Jessica Simuleik Smith
City Clerk

ATTEST:

John Elmore
Board Secretary

Approved as to form only:

[Signature]
Attorney for City of Shoreline

Approved as to form only:

[Signature]
Attorney for Olympic View Water & Sewer

Certificate Of Completion

Envelope Id: 9024C4E13701484C92441B923EDC8018	Status: Completed
Subject: Complete with DocuSign: Woodway Annexation ILA	
Source Envelope:	
Document Pages: 1	Signatures: 3
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Tara Ladwig
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	17500 Midvale Ave N
	Shoreline, WA 98155
	tladwig@shorelinewa.gov
	IP Address: 73.193.101.245

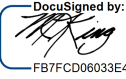
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Storage Appliance Status: Connected	Pool: City of Shoreline	Location: DocuSign

Signer Events

Margaret King
mking@shorelinewa.gov
City Attorney
City of Shoreline
Security Level: Email, Account Authentication (None)

Signature


DocuSigned by:

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Signature Adoption: Drawn on Device
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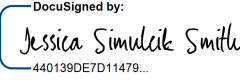
Bristol Ellington
bellington@shorelinewa.gov
City Manager
City of Shoreline
Security Level: Email, Account Authentication (None)

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Not Offered via DocuSign

Jessica Simulcik Smith
jsimulcik@shorelinewa.gov
City Clerk
City of Shoreline
Security Level: Email, Account Authentication (None)

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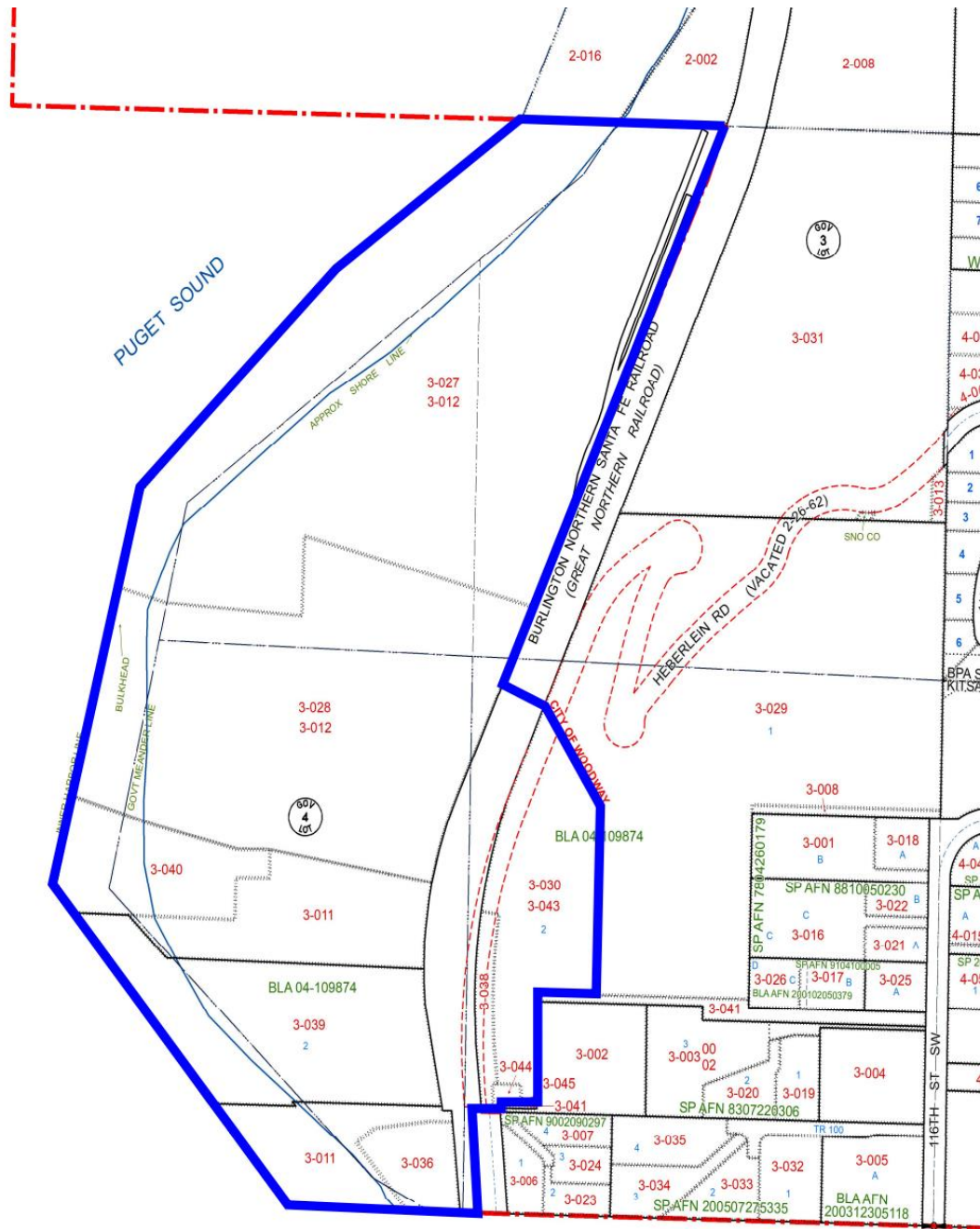
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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Completed	Security Checked	10/5/2023 10:59:03 AM
Payment Events	Status	Timestamps

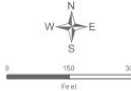
EXHIBIT A – Town of Woodway Annexation Area Map






Town of Woodway

Point Wells Annexation Area





PACE
An Engineering Services Company
US121265

P:\NRP\232320 WOODWAY GEN SVCS\GIS\3_Cartograph\TOW_PointWellsAnnexation.mxd

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

EXHIBIT B – Town of Woodway Annexation Area Legal Description

POINT WELLS ANNEXATION AREA

PARCEL DESCRIPTION

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

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

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

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

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.



Exhibit E – Petition Certification

Not applicable.

Exhibit F – Petition Certification Statement

Not applicable.

Exhibit G – Environmental Determination

Not Applicable. Pursuant to RCW 43.21C.222, annexations to cities and towns are exempt from the State Environmental Policy Act (SEPA).

V. FACTORS THE BOARD MUST CONSIDER

2. Overview

A. Population (proposed is currently 0.0% of existing):

Proposed Area		Existing Entity	
Existing	20- year Projection	Existing	20- year Projection
0 People 0 Residences	271 People 141 Residences	1,318 People 476 Residences	1,480 People 572 Residences

B. Territory: 67.59 acres.

C. Population Density: 0.0/people per acre.

D. Assessed Valuation: \$8,973,700

3. Land Use

A. Existing: The majority of this area west of the BNSF railway includes property that has been used for industrial uses, including a distribution center for asphalt/petroleum materials. This area also includes the outfall portal for King County's Brightwater sewer treatment system. The remainder of the site, located east of the railway and west of the Town limits, contains a 6,585 square foot garage and a sewer lift station.

B. Proposed – immediate or long-range: The area is zoned for commercial and residential uses under the Snohomish County and Woodway Comprehensive Plans and zoning designations. As a result, the site could experience moderate growth. However, given the current industrial uses and the possible need for substantial environmental remediation, it is not expected that this level of development will be achieved in the near future.

4. Comprehensive Plans

A. Snohomish County Comprehensive Plan.

1. Supportive plan provisions and policies:

In its *Comprehensive Plan*, Snohomish County has designated the proposed annexation area as a Municipal Urban Growth Area for the Town. The County Comprehensive Plan policy that supports the Town's

annexation of the Point Wells Urban Village is found at LU3.G.9. This policy states that: “Snohomish County shall support city annexation of areas designated Urban Center, Transit Pedestrian Village, or Urban Village after the annexing city and the county adopt an interlocal agreement consistent with the annexation principles developed by Snohomish County Tomorrow. The interlocal agreement shall address the smooth transition of services from the county to the city and shall ensure that the city comprehensive plan and development regulations provide capacity for at least the same overall density and intensity of development provided by the county comprehensive plan and development regulations.”

The Town and Snohomish County executed a Master Annexation Interlocal Agreement for annexation of Point Wells Municipal Urban Growth Area in 2016, and an Addendum in 2018.

The *Countywide Planning Policies* (CPP) include general policies related to the planning and annexation of lands within UGAs. Specifically, in relevant part, CPP Joint Planning Policy JP.1 states that: “Coordination of county and municipal planning particularly for urban services, governance, and annexation is important. 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.”

The Town and the County executed a Master Annexation Interlocal Agreement for Point Wells in 2016, as amended in an addendum in 2018. In the 2023 Interlocal Annexation Agreement, which forms the basis for the initiation of annexation proceedings pursuant to RCW 35a.14.296, the Town and the County found that the Town’s annexation of Point Wells is consistent with the Master Annexation ILA and the Addendum. Moreover, the Town, the County, the City of Shoreline, and Olympic View Water & Sewer District also found that the Town’s annexation is consistent with the goals and objectives established in RCW 36.93.170 and 36.93.180. Lastly, all of the parties found that the health, safety, and general welfare of County, Town and City residents, and District

ratepayers, are not adversely affected by the Annexation pursuant to the Agreement.

Additional applicable policies include JP-4, relating to the consistency of comprehensive plans in the County’s Urban Growth Area, and DP-17, relating to city comprehensive plan policies on annexing areas within their Municipal Urban Growth Area. The Town has jointly planned with Snohomish County and the City of Shoreline for the development of Point Wells, including similar comprehensive plan designations and zoning. And the Town’s Comprehensive Plan incorporates the Town of Woodway Point Wells Subarea Plan, which contains explicit policies on annexing Point Wells

2. Community plan: There is no community plan for the Urban Village designation.
3. Plan classification/zoning: The County Comprehensive Plan Future Land Use Map designates Point Wells as Urban Village and implements the Urban Village designation as an option under the Planned Community Business zone. Specific performance standards for the Point Wells Urban Village option are found in SCC 30.31A.115. Subsection 4 states that the minimum residential density is 12 dwelling units per acre and the maximum density is 44 dwelling units per acre. However, under subsection 9(c), “[t]he intensity of development shall be consistent with the level of service standards adopted by the entity identified as providing the public service, utility or infrastructure.”
4. Other ordinances/policies:
 - a. Snohomish County Agricultural Plan: N/A
 - b. Snohomish County Surface Water Management Plan: There are no current or planned projects within the Point Wells annexation area.

B. Woodway’s Comprehensive Plan.

1. The proposal to annex Point Wells is included in the Town of Woodway Subarea Plan, which is specifically incorporated into the Town’s Comprehensive Plan by reference in Chapter 2 – Land Use Element. No amendment is required.
2. The Town’s Comprehensive Plan was adopted in 2015. The Subarea Plan was last amended in 2020.

3. The area is not the subject of a pre-annexation zoning agreement.
 4. The Town's Comprehensive Plan land use designation that will apply upon annexation of Point Wells is Urban Village. The Woodway zoning district to implement the Urban Village designation upon annexation is Urban Village, which was adopted in 2013 (ordinance 13-549) and amended in 2020 (ordinance 2020-625).
5. Planning data
- A. Revenue estimates.
1. Estimated Town expenditures: The annexation area currently has limited service needs. Other than an anticipated increase of approximately \$14,525 a year for fire/EMS service costs, the Town does not anticipate significant increases in expenditures as a result of the annexation.
 2. Estimated Town revenue gains: The Town estimates an increase of \$15,000 in property and utility tax revenue. We lack information to estimate commercial sales or other tax revenues.
 3. Estimated County revenue lost: We anticipate a loss of \$6,730 in County property tax revenue. We lack sufficient data to estimate any other County revenues lost.
 4. Estimated County expenditure reduction: We lack sufficient information to estimate any reduction in County expenditures.
 5. Estimated fire district revenue lost: \$0
 6. Estimated fire district expenditure reduction: \$0
 7. Estimated special districts revenue/loss: Sno-Isle Library District will experience a \$2,782 reduction in property tax revenue. There are no other impacts to other special districts.
 8. Estimated special districts expenditure reduction: We lack sufficient information to estimate any reduction in Sno-Isle Library district expenditures, given the limited revenue loss. There are no other impacts to other special districts.

B. Services.

1. Law enforcement:

- a. Current police coverage and services: Police services are currently provided by the Snohomish County Sheriff's Office South Precinct in Mill Creek.
- b. Current emergency response time: Unable to obtain from Sheriff's Office.
- c. Initial police protection plan: Police services will convert from the Snohomish County Sheriff to the Town. The Town's police service is provided by a combination of six part-time, experienced officers from other local jurisdictions and coverage provided by contract from the City of Edmonds. Response times vary and depend on staffing and type of call. In general, response times for emergencies are less than three minutes.
- d. Back-up plan (mutual aid): N/A
- e. Projected police plan: Same as initial police protection plan.
- f. Source of Dispatch: There will be no change in dispatch, as the Town and the County share the same dispatch agency – Snohomish County 911.

2. Fire Service: Fire service is currently provided by private contract between the property owner and the Shoreline Fire Department (the site is not within a fire district). Upon annexation, fire service will be provided by the Town. However, the Town currently contracts with the Shoreline Fire Department for all Town fire services. As a result, from a practical standpoint, there will be no change.

- a. Nearest station: Their nearest station is Station 64, located at 719 N. 185th Street.
- b. Response time: Approximately 6-8 minutes.
- c. Staffing: Station 64 has a minimum of five firefighters/EMTs, and two firefighters/paramedics on shift at all times. The station is fully staffed every day, 24 hours a day, seven days a week.

- d. Major equipment (including type & number of emergency vehicles):
Station 64 has one type 1 fire engine, one ALS medic unit, and one BLS aid car.
 - e. Number of fully-certified EMT personnel: The Department has approximately 130 firefighters/EMTs, and about 32 firefighters/paramedics.
 - f. Fire rating: Class 2
 - g. Source of Dispatch: NORCOM
3. Water: The proposed annexation area is within the District's boundaries of Olympic View Water & Sewer District. No change to the water service is expected as a result of this annexation.
4. Sewer: The proposed annexation area is currently served by Olympic View Water & Sewer District. No change to sewer service is expected as a result of this annexation.

VI. GENERAL

6. In case of extensions of services, has an annexation agreement been required? If so, please attach a recorded copy of this requirement. N/A
7. Describe the topography and natural boundaries of the proposal: The 67.59-acre annexation is divided by a railroad right of way owned by BNSF. The majority of the site is a relatively flat waterfront area, that increases gradually in height from the waterfront to the railway. The majority of this area has been used for industrial uses, including a distribution center for asphalt/petroleum materials. This area also includes the outfall portal for King County's Brightwater sewer treatment system. The remainder of the site, located east of the railway and west of the Town limits, is predominately level with slight gradients, approximately 100 feet above sea level. This portion of the area is largely vacant, but it includes a sewer lift station owned by the City of Shoreline. Natural and geo-political boundaries include the Town limits on the east, north and a portion of the south, a small piece of private property within the City of Shoreline to the south, and Puget Sound to the west. The only current access to the site is on Richmond Beach Drive through the Town and the City of Shoreline.
8. How much growth has been projected for this area during the next 10-year period? What source is the basis for this projection? The area is pre-planned and zoned per policies in the Snohomish County and Woodway Comprehensive Plans as an Urban Village. The County has assigned a population growth target to the area of approximately 141 residential units and 271 new residents in the County's adopted 2021 Buildable Lands Report. However, given the current industrial uses and any necessary clean-up, it is not expected that this level of development will be achieved in the near future.
9. Describe any other municipal or community services relevant to this proposal: Water and sewer service will continue to be provided by Olympic View Water & Sewer District. Consistent with Woodway's Comprehensive Plan Policy U-1, the Town intends to continue to work with the Town's public utility providers to ensure a high standard of service to address the Town's capital facility needs.
10. Describe briefly any delay in implementing service delivery to the area: None
11. Briefly state your evaluation of the present adequacy, cost or rates of service to the area, and how you see future needs and costs increasing. Is there any other alternative source available for such services? The property currently has limited service needs. The current level of urban services provided to the annexation area will be maintained following annexation, with the exception of police and fire services. Police service will convert from the Snohomish County Sheriff to the Town. Fire service, which is currently provided by private contract between the property owner and the Shoreline Fire Department (the site is not within a fire

district), will be provided by the Town through a contract with the Shoreline Fire Department. Water and sewer services will continue to be provided by the existing service provider.

12. Comparative property and utility tax cost to homeowner before and after annexation: The total property tax rate for the annexation area is \$6.65 per \$1,000 in assessed value. The rate applicable upon annexation to the Town will be \$6.64 per \$1,000. The Town assesses a utility tax of 6% on water, sewer, stormwater, electric, gas, solid waste, telephone and cable services.

VII. OBJECTIVES

1. Preservation of natural neighborhoods and communities. Point Wells is predominantly an industrial area, distinct from the surrounding single-family zoned neighborhood that largely grew up around this pre-existing use. As a result, there is no current neighborhood to preserve. However, the property is zoned under the County (and consistently under the Town) as “Urban Village.” This zoning is intended to support the surrounding community by providing for multi-family residential and mixed-commercial development that doesn’t currently exist in the Town. This development will be within the same Snohomish County Council District, and the same school district, public hospital district, water and sewer district and port district as the Town. For these reasons, the Town believes that this objective is furthered by the proposed annexation.
2. Use of physical boundaries, including but not limited to bodies of water, highways and land contours. The proposed annexation furthers this objective by removing an urban island of unincorporated Snohomish County, almost completely surrounded by the Town and Puget Sound. The area is only accessible by public roads within the Town (which connects to what is currently the only accessible route – through the City of Shoreline) and almost all of the land boundary is adjacent to the Town. The physical boundary with the City of Shoreline consists of a railroad right-of-way and tidelands.
3. Creation and preservation of logical service areas. As noted above, the annexation area is an urban unincorporated island nearly surrounded by the Town and only accessible through the Town. It is not a logical service area for the County – the closest unincorporated area of the County to the annexation area (and the closest location for police services and permitting/development services) is several miles away. The Town is a more appropriate and convenient service provider than the County, and the Town has an interlocal agreement with the County that provides for a smooth transition of services. With the sole exception of library services, all other service provision will be preserved, including fire, water, sewer, electricity, and schools. The Town believes that this objective is furthered by the proposed annexation.
4. Prevention of abnormally irregular boundaries. As described in objective 2 above, the proposed annexation removes a remote urban unincorporated area and combines it with a community with which it shares almost all of its land boundary. The Town believes that this objective is furthered by the proposed annexation.
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. This objective does not apply to the subject annexation proposal.

6. Dissolution of inactive special purpose districts. This objective does not apply to the subject annexation proposal.
7. Adjustment of impractical boundaries. This objective does not apply to the subject annexation proposal.
8. Incorporation as cities or towns or annexation to cities and towns of unincorporated areas which are urban in character. Consistent with the Snohomish County Countywide Planning Policies, the annexation area is an urban area located within the Snohomish County Southeast Municipal Urban Growth Area and is designated to be annexed by the Town. The Town believes that this objective is furthered by the proposed annexation.
9. Protection of agricultural and rural lands which are designated for long-term productive agricultural and resource use by a comprehensive plan adopted by the county legislative authority. This objective does not apply to the subject annexation proposal.

Growth Management

Describe how the proposal complies with the Growth Management Act (RCW 36.70A).

The proposed annexation is consistent with the plans and policies of the Town's Comprehensive Plan, which have been prepared and updated to be compliant with the goals and provisions of the Growth Management Act RCW 36.70A, including the goals set forth in RCW 36.70A.020. The annexation area is within the County's and the Town's adopted urban growth area, as required by RCW 36.70A.110. The Plan was coordinated with the Snohomish County Countywide Planning Policies (as required by RCW 36.70A.210). And the Town's Plan provides for adequate capacity to accommodate anticipated growth, pursuant to RCW 36.70A.115.

The Washington State Department of Commerce notified the Town in February 2016 that the plan/regulations are consistent with the Growth Management Act. In addition, the Puget Sound Regional Council notified the Town in February 2016 that the Town's Comprehensive Plan and transportation element are consistent with the Growth Management Act and Vision 2040, the Puget Sound Regional Growth Strategy.