

SNOHOMISH COUNTY COUNCIL
Snohomish County, Washington

MOTION NO 23-570

CONCERNING THE COUNTY COUNCIL'S POSITION ON A PROPOSED
INTERLOCAL AGREEMENT METHOD ANNEXATION TO THE TOWN OF
WOODWAY; BRB FILE NO. 2023-04 – POINT WELLS ANNEXATION

WHEREAS, Snohomish County (the "County") has received a notice of intention from the town of Woodway (the "Town") to annex approximately 67.59 acres of land adjacent to the Town's current corporate boundary, and within the Woodway Municipal Urban Growth Area ("MUGA"); and

WHEREAS, the Town's annexation proposal, (the "Point Wells Annexation") is pursuant to RCW 35A.14.296 and further described in Washington State Boundary Review Board for Snohomish County (hereinafter "Boundary Review Board") File No. BRB 2023-04, which is incorporated herein as Attachment A; and

WHEREAS, the proposed annexation is subject to Snohomish County Code Section 2.77.040; RCW 35A.14.296; RCW 36.115.050, .060, and .070; RCW 36.93.157, .170, and .180; and RCW 36.70A.020, .110, and .210; and

WHEREAS, the Town and the County have entered into a master interlocal agreement titled *Interlocal Agreement Between the Town of Woodway and Snohomish County Concerning Annexation and Urban Development Within the Woodway Municipal Urban Growth Area, effective September 26, 2016 and an addendum to the MAILA, "Addendum to the Interlocal Agreement Between the Town of Woodway and Snohomish County Concerning Annexation and Urban Development Within the Woodway Municipal Urban Growth Area", effective September 7, 2018*, that address certain actions related to annexation; and

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

WHEREAS, the Town initiated the annexation of the Point Wells area by commencing negotiations for an interlocal agreement with the County; and

WHEREAS, the Town contacted the City and the District to seek their interest in being party to the interlocal agreement as required by RCW 35A.14.296(2), and both the City and District provided written notice of their intent in being party to the interlocal agreement; and

WHEREAS, the Town, County, City, and District negotiated the terms of an interlocal agreement *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 "ILA"), which is incorporated herein as Attachment B, to implement the annexation, and coordinate planning and the transition of services within the annexation area; and

WHEREAS, the ILA was fully executed by all parties on October 10, 2023 and describes the boundaries and effective date of the Point Wells Annexation; and

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

WHEREAS, 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, the Countywide Planning Policies, and other applicable statutes governing the review of annexation actions as set out in a Snohomish County Department of Planning and Development Services ("PDS") staff report dated December 12, 2023, 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 12, 2023.


PASSED this 10th day of January, 2024.

SNOHOMISH COUNTY COUNCIL
Snohomish County, Washington



Chairperson

ATTEST:



Deputy Clerk of the Council

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

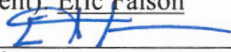
Proposed
Same
Same
None (Private)
Town of Woodway
Town of Woodway
Same

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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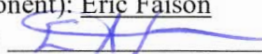
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Phone: _____

Initiator (District or Proponent): Eric Faison
Representative Signature: 
Address/Phone: 23920 113th Place W.
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**.

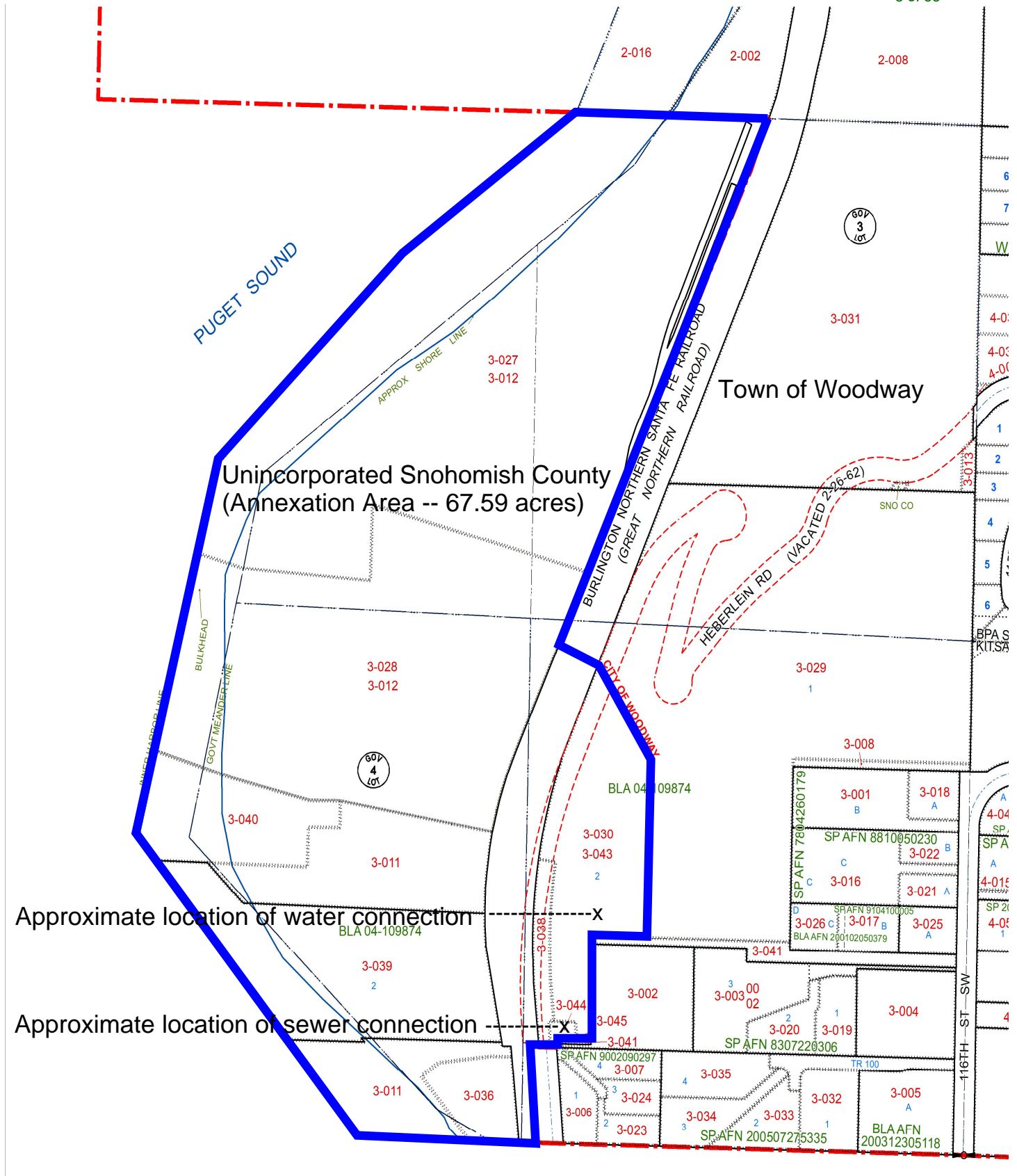
THE DESCRIPTION HEREIN IS INTENDED TO INCLUDE ALL PARCELS, ROADS AND GOVERNMENT LOTS WITHIN THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 27 NORTH, RANGE 3 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON INCLUDING THOSE TIDELANDS ABUTTING. THE SIDELINES SHALL BE EXTENDED AND/OR SHORTENED TO BE COINCIDENT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

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.



Exhibit C – Maps

See Attached.



Approximate location of water connection

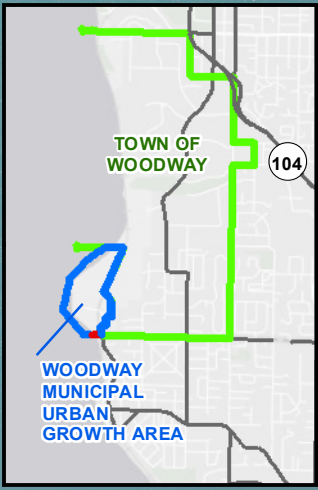
Approximate location of sewer connection



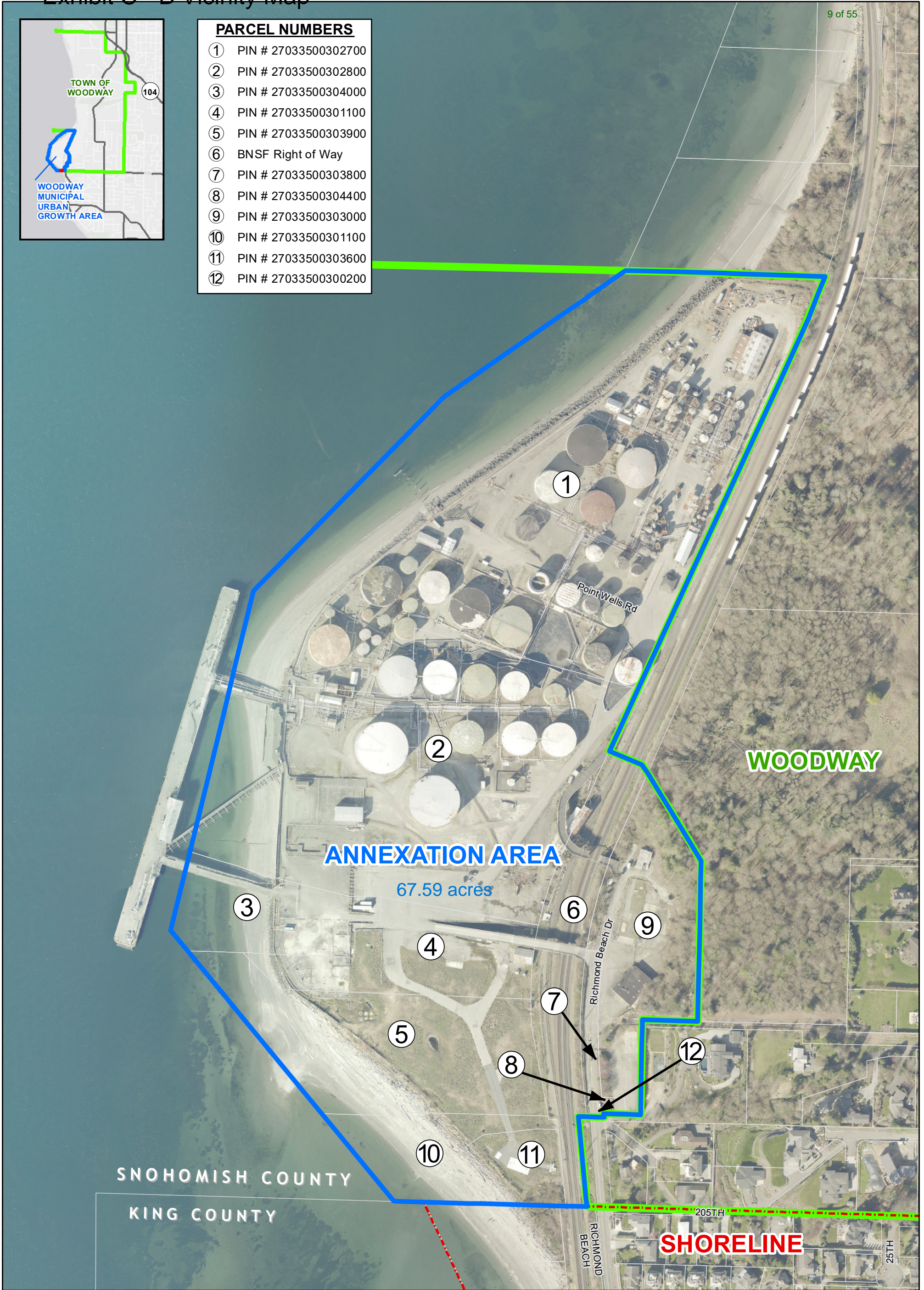
Town of Woodway Point Wells Annexation Area



Exhibit C - B Vicinity Map

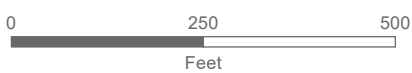


PARCEL NUMBERS	
①	PIN # 27033500302700
②	PIN # 27033500302800
③	PIN # 27033500304000
④	PIN # 27033500301100
⑤	PIN # 27033500303900
⑥	BNSF Right of Way
⑦	PIN # 27033500303800
⑧	PIN # 27033500304400
⑨	PIN # 27033500303000
⑩	PIN # 27033500301100
⑪	PIN # 27033500303600
⑫	PIN # 27033500300200

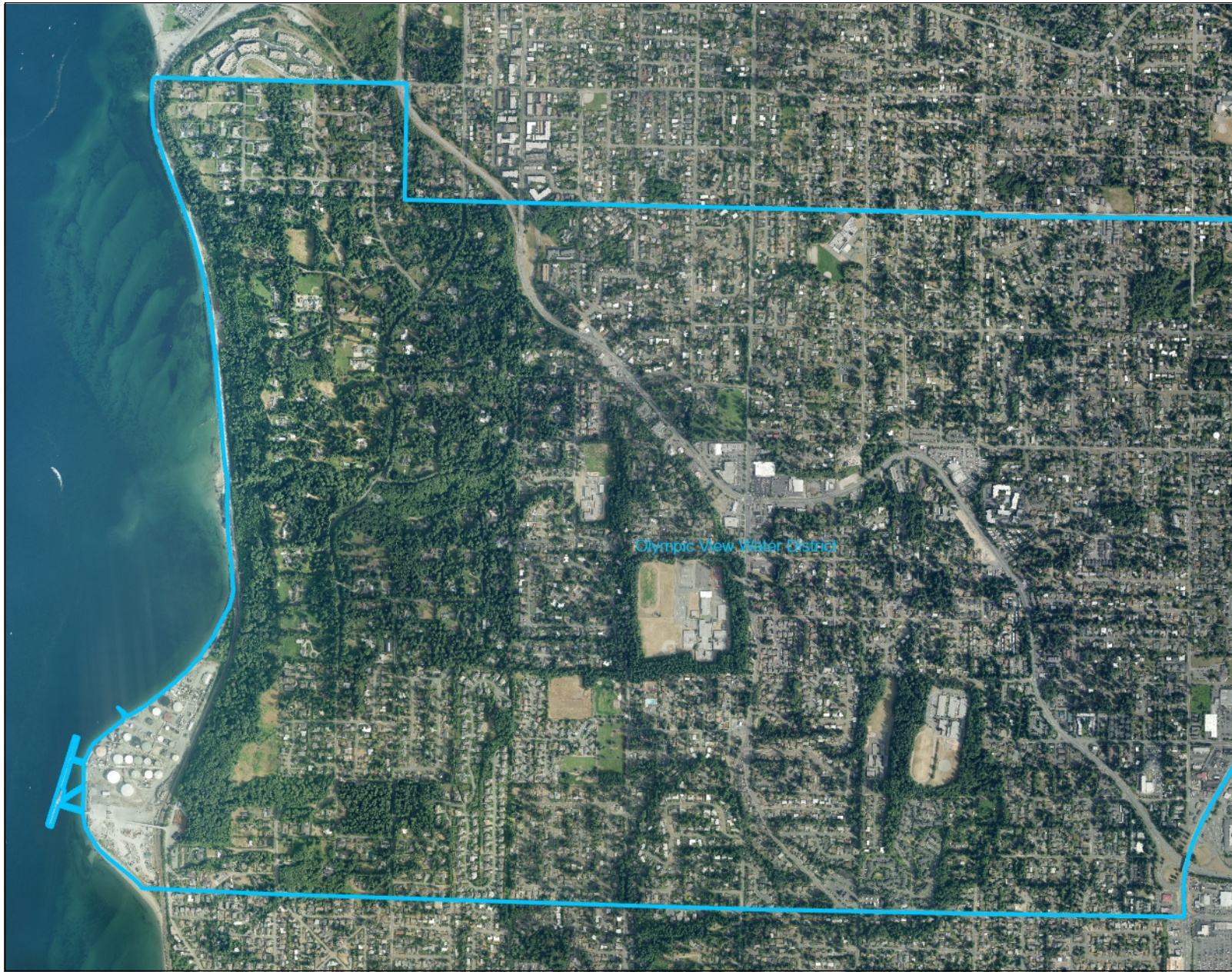
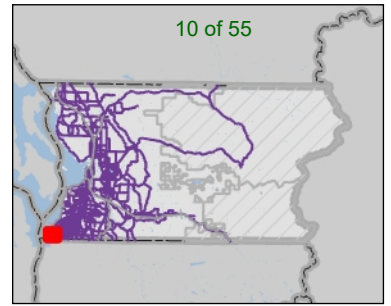


POINT WELLS ANNEXATION AREA

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

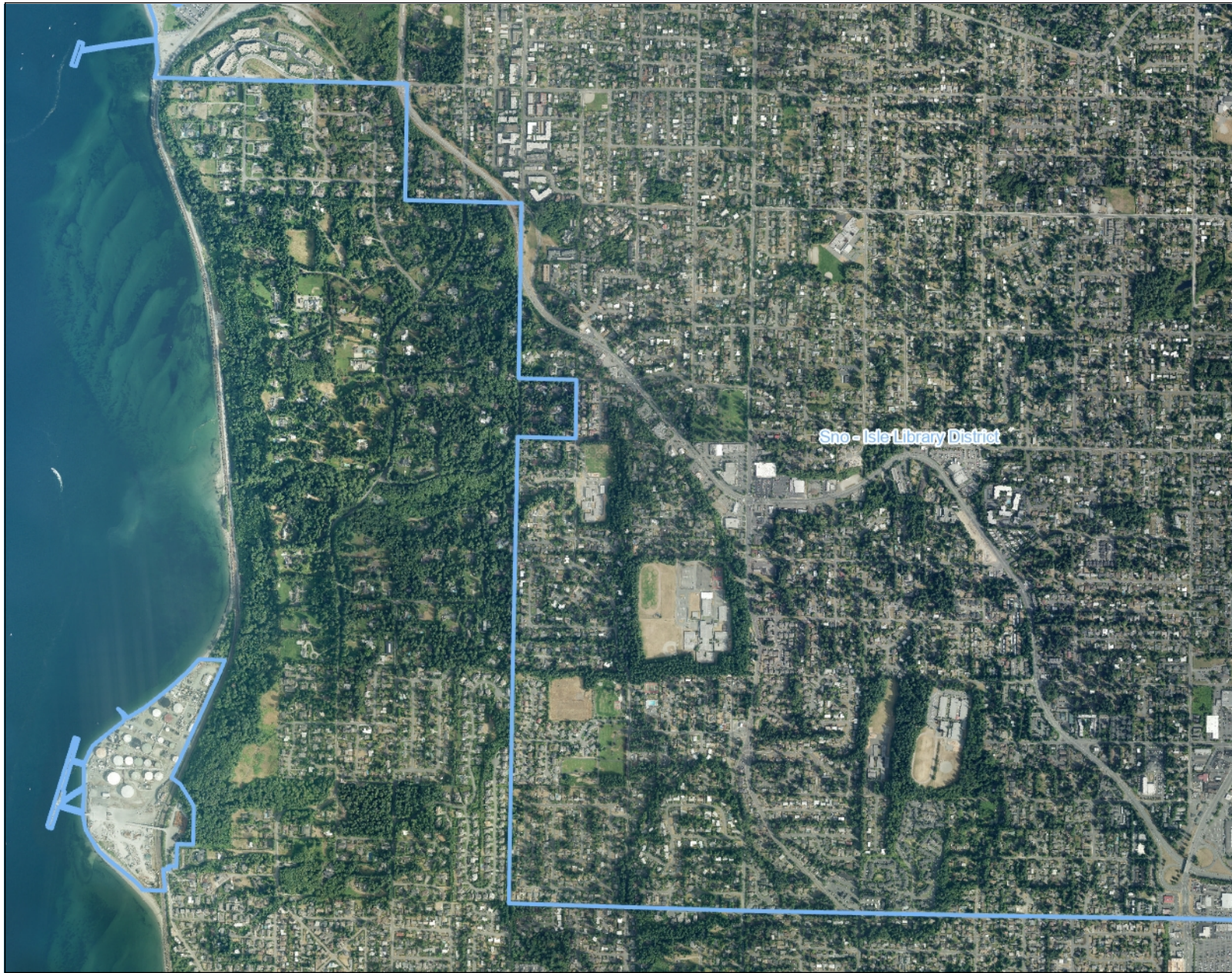
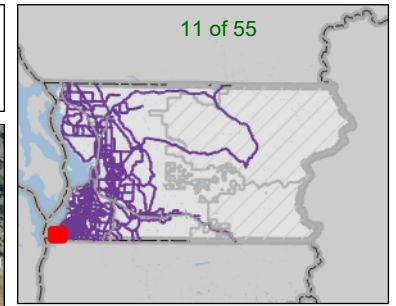


3,358.5 0 1,679.24 3,358.5 Feet



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



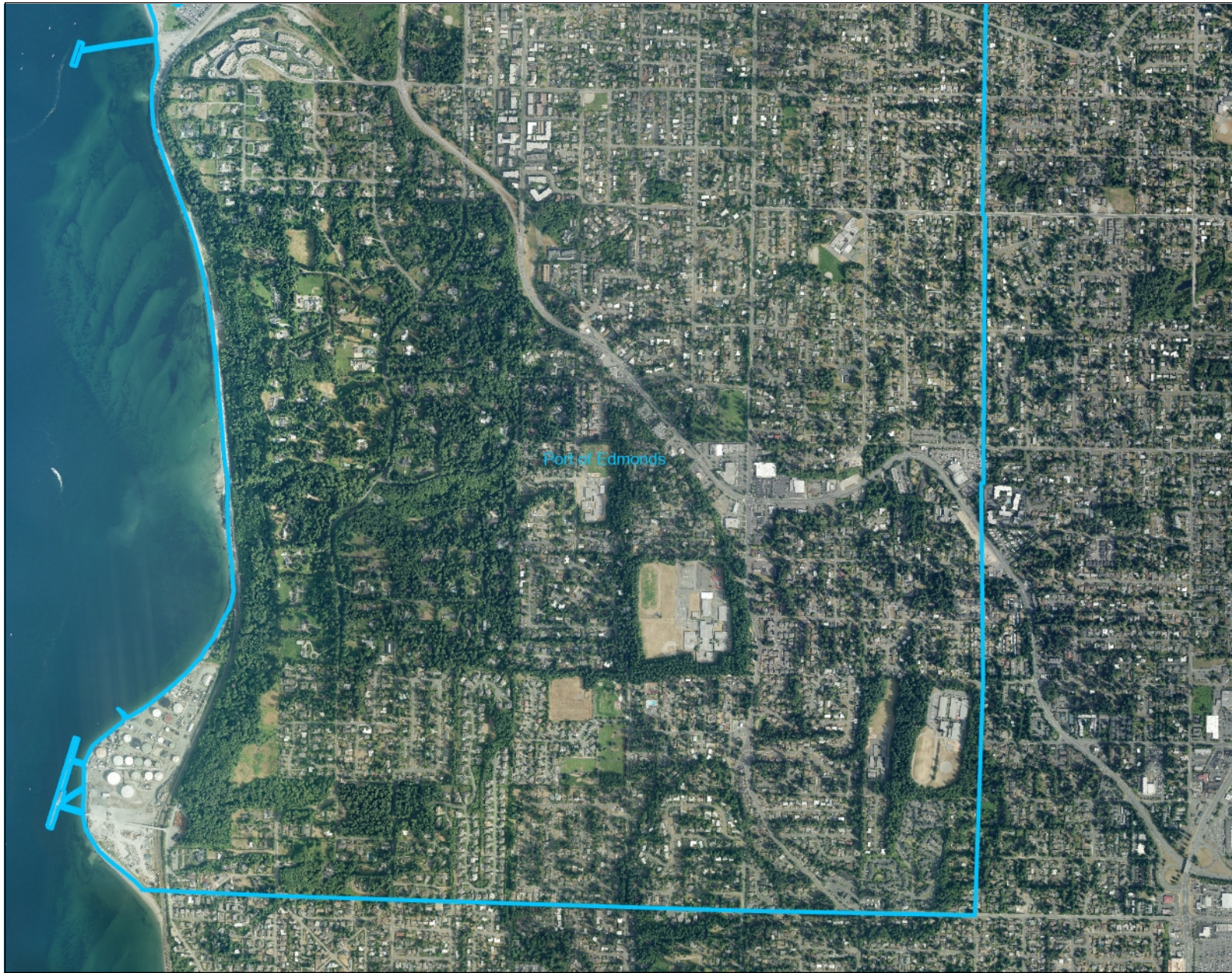
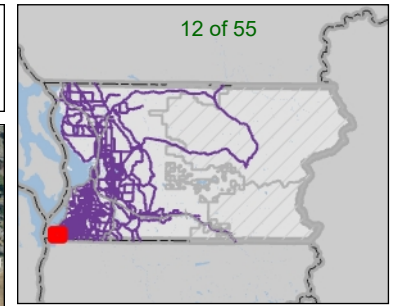
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Notes

This map was automatically generated using Geocortex Essentials.



Legend

 Port District

1: 20,151

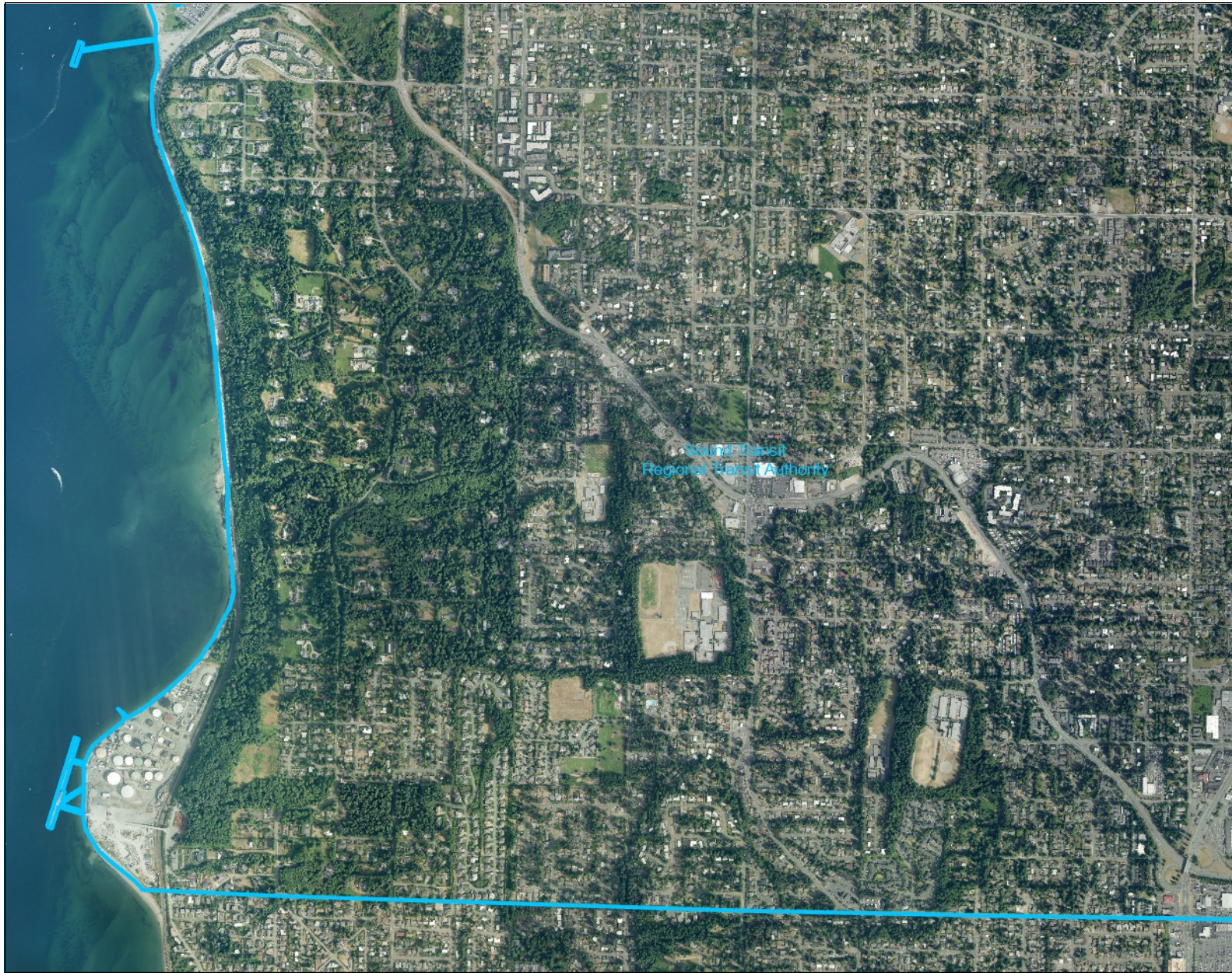
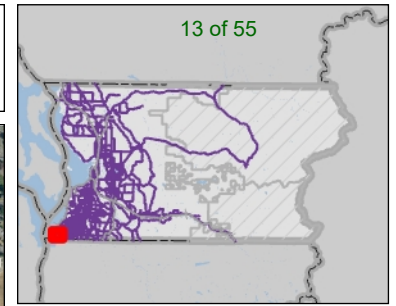


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Notes



Legend

 Sound Transit

1: 20,151

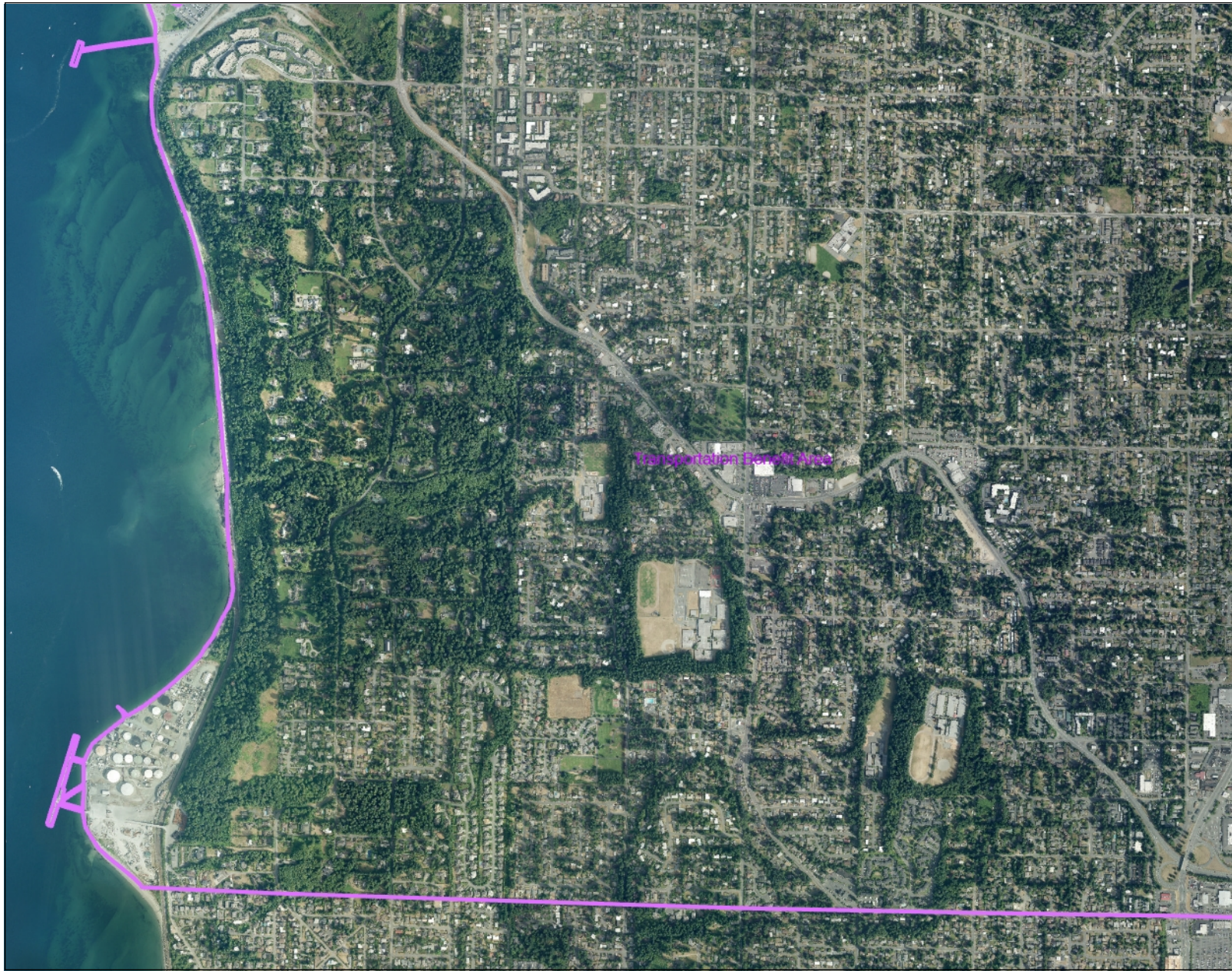
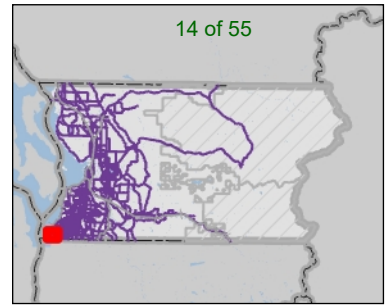


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Notes



Legend

 Public Transportation Benefit Area

1: 20,151

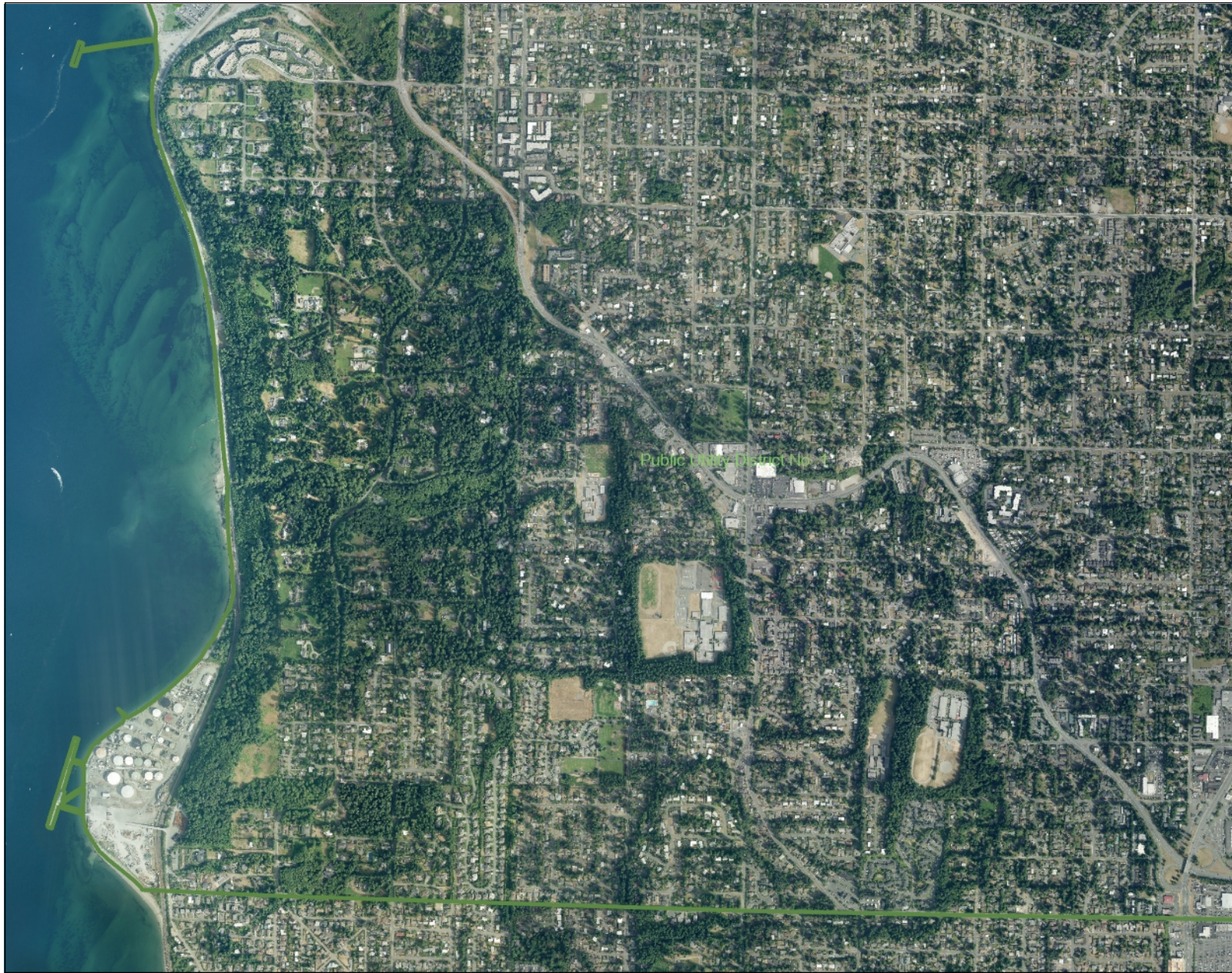
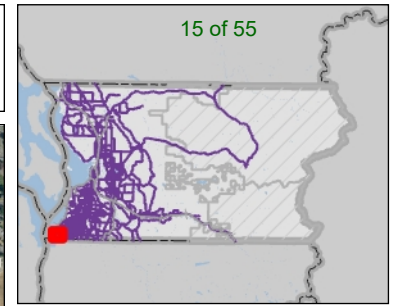


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Notes



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-  Public Utility District (PUD)

1: 20,151



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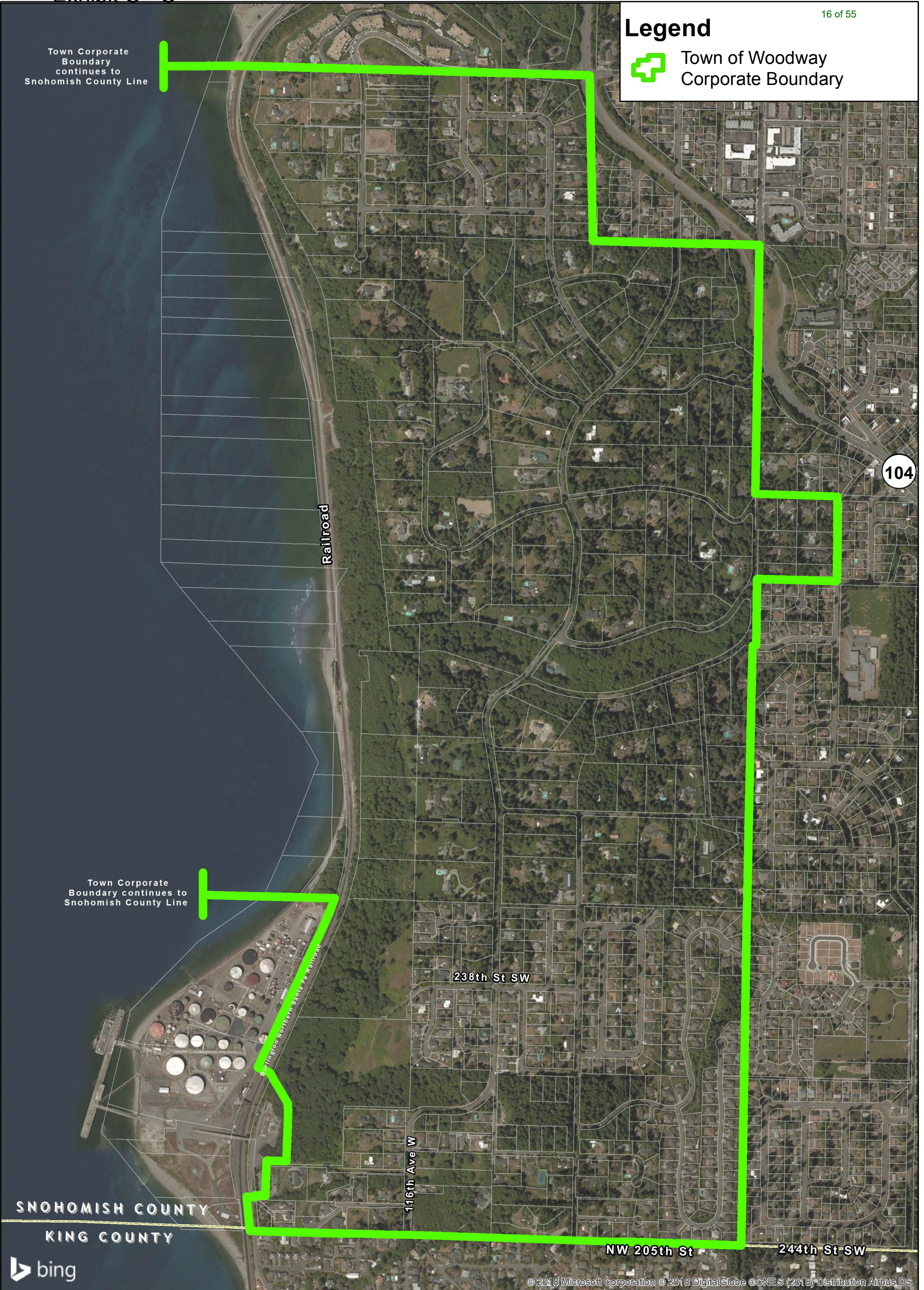
Notes

Town Corporate Boundary continues to Snohomish County Line

Legend

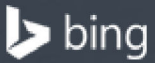


Town of Woodway Corporate Boundary



Town Corporate Boundary continues to Snohomish County Line

SNOHOMISH COUNTY
KING COUNTY



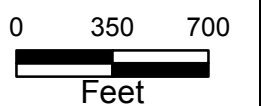
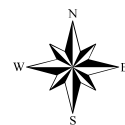
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Town of Woodway
WASHINGTON

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

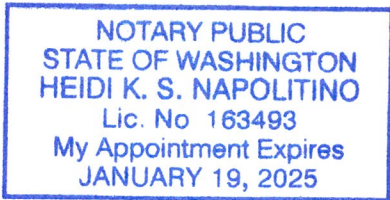
Dated: 14 NOVEMBER 2023

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.

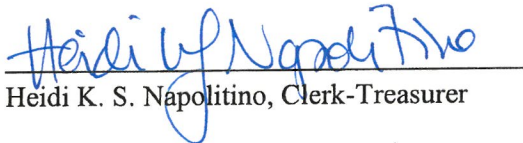
Section 9. If any portion of this resolution is found or rendered invalid or ineffective, all remaining provisions shall remain in full force and effect. Any act consistent with this Resolution and prior to the effective date of this Resolution is hereby ratified and affirmed.

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

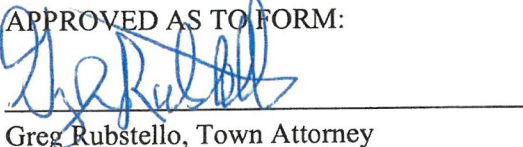
TOWN OF WOODWAY


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 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

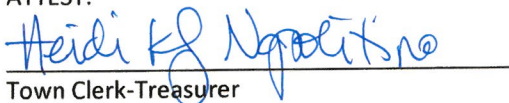
Dave Somers
County Executive

Date: 6 October 2023

Date: 10/10/2023

ATTEST:

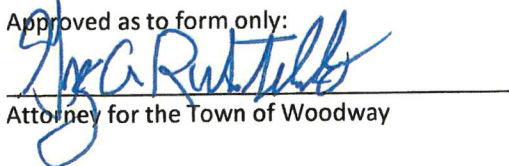
ATTEST:



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: Signed 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

Record Tracking

Status: Original	Holder: Tara Ladwig	Location: DocuSign
10/4/2023 11:15:44 AM	tladwig@shorelinewa.gov	
Security Appliance Status: Connected	Pool: StateLocal	
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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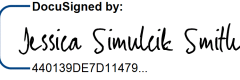
Bristol Ellington
bellington@shorelinewa.gov
City Manager
City of Shoreline
Security Level: Email, Account Authentication (None)

DocuSigned by:

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Signed: 10/4/2023 7:56:18 PM

Electronic Record and Signature Disclosure: Not Offered via DocuSign

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

DocuSigned by:

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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
Envelope Sent	Hashed/Encrypted	10/4/2023 11:44:58 AM
Certified Delivered	Security Checked	10/5/2023 10:58:29 AM
Signing Complete	Security Checked	10/5/2023 10:59:03 AM
Completed	Security Checked	10/5/2023 10:59:03 AM
Payment Events	Status	Timestamps

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.

ATTACHMENT B

**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:

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

Shoreline, WA 98133
(206) 801-2213

Edmonds, WA 98020
(425) 774-7769

20. Counterpart Originals.

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

21. Authority to Execute.

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

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

TOWN OF WOODWAY

By:

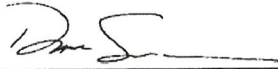


Michael S. Quinn
Mayor

Date: 6 October 2023

SNOHOMISH COUNTY

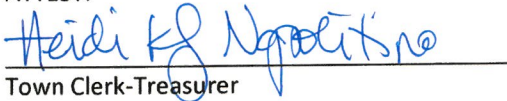
By:



Dave Somers
County Executive

Date: 10/10/2023

ATTEST:



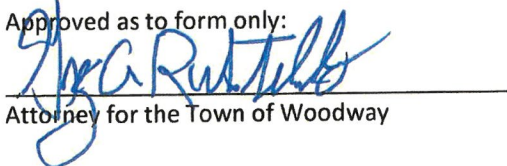
Town Clerk-Treasurer

ATTEST:



Asst. Clerk of the County Council

Approved as to form only:



Attorney for the Town of Woodway

Approved as to form only:

 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
	tldwig@shorelinewa.gov
	IP Address: 73.193.101.245

Record Tracking

Status: Original	Holder: Tara Ladwig	Location: DocuSign
10/4/2023 11:15:44 AM	tldwig@shorelinewa.gov	
Security Appliance Status: Connected	Pool: StateLocal	
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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Electronic Record and Signature Disclosure:
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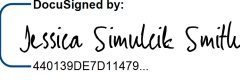
Bristol Ellington
 bellington@shorelinewa.gov
 City Manager
 City of Shoreline
 Security Level: Email, Account Authentication (None)

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

DocuSigned by:

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Electronic Record and Signature Disclosure:
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Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Completed	Security Checked	10/5/2023 10:59:03 AM

Payment Events	Status	Timestamps
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EXHIBIT B – Town of Woodway Annexation Area Legal Description

POINT WELLS ANNEXATION AREA

PARCEL DESCRIPTION

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

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

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

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

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.





Snohomish County

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: Town of Woodway Proposed Point Wells Annexation – BRB File No. 2023-04

DATE: December 12, 2023

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 Town of Woodway’s (Town) proposed Point Wells Annexation of approximately 67.59 acres. The Town filed a notice of intention (NOI) to the Snohomish County Boundary Review Board (BRB) – File No. BRB 2023-04 on November 27, 2023, for which the 45-day review period ends on January 12, 2024. 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’).

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. If the annexation is approved by the BRB either following a public hearing or because no party invokes BRB jurisdiction, the annexation would become effective according to the terms in Section 3 of the Interlocal Agreement entered into under RCW 35A.14.296.

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.

The recommendation to the County Council from PDS is to support the annexation and not invoke the jurisdiction of the BRB. The rationale for this recommendation is discussed within the Review section below and analyzes how the proposed annexation complies or is consistent with all requirements.

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 Town has chosen the Interlocal Agreement method of annexation per RCW 35A.14.296, which requires an interlocal agreement (ILA) between the Town and Snohomish County (County) with the option for certain entities to be parties. The Town, County, City of Shoreline (City), and Olympic View Water and Sewer District (District) negotiated an ILA for this annexation titled *“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”*, with an effective date of October 10, 2023 (Attachment B to Motion). The ILA is consistent with and meets the requirements of RCW 35A.14.296.

- Section 1 of the ILA lists the Parties to the ILA: the Town, County, City, and District.
- Section 2 establishes the purpose of the ILA and establishes the annexation area.
- Section 3 provides an effective date for the annexation; lists the agreements referenced for the annexation; covers the public hearing each Party held with proper public notice; and demonstrates consistency of the existing agreements with RCW.
- Section 4 amends the existing master annexation interlocal agreement (MAILA) between the County and Town that covers:
 - Urban density requirements under the Town’s Urban Village regulations in Chapter 14.40 of the Woodway Municipal Code that will become effective upon annexation.
 - The requirement of RCW 35A.14.296 to maintain for a period of five years, a residential zoning designation on parcels zoned for residential development in the annexation area.
 - Flood hazard regulations for the Town that will provide equal or greater restrictions as those provided by the County’s regulations.
- Section 5 amends the existing interlocal agreement between the Town and City regarding the Point Wells Area to:
 - Coordinate their comprehensive plans prior to and post annexation.
 - Coordinate on project permit applications
 - Coordinate and work collaboratively on the effects of development and redevelopment using land use and transportation strategies.
 - Consultation on vested permit application to the County
- Section 6 Covers the transfer of County facilities and properties to the Town.

- Sections 7-21 cover procedural and standard clauses for an interlocal agreement.

2. Comments Received

The NOI for the proposed Point Wells Annexation was circulated for review to County departments and agencies. Responses were received from the Solid Waste and Transportation and Environmental Planning divisions of the Department of Public Works (DPW) and the Parks and Surface Water Management divisions of the Department of Conservation and Natural Resources (DCNR). All responses received indicated that the proposed annexation would have no impact or minimal impact on County services or functions. These responses have been incorporated into this staff report along with the Planning and Development Services (PDS) review under the relevant sections.

3. Locations/Acreage/Total Assessed Value / Residences

The proposed Point Wells Annexation area is in the southwest corner of Snohomish County, south and west of the Town's corporate limits, and is within the Town's Municipal Urban Growth Area (MUGA). The acreage is approximately 67.59. The assessed valuation is \$8,973,700. There are no residences, and the population is 0.

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 Point Wells Annexation, as contained in BRB file no 2023-04, is consistent with GMA planning goal (1) Urban growth. This goal states, "Encourage development in urban areas where adequate public facilities and services exist or can be provided in an efficient manner." The entirety of the area proposed for annexation is within the Town's MUGA. The proposed annexation area is currently served by Olympic View Water and Sewer District (District) for water and sewer service, Snohomish County Sheriff-South Precinct Office for law enforcement, and Fire service is provided by the Shoreline Fire Department with a private contract with the property owner. Upon annexation, the transition in services would occur from Snohomish County Sheriff to the Town's Police Department for law enforcement with the same dispatch services and fire service would be provided by the Town, which contracts with Shoreline Fire Department for all fire services. There will be no change in water and sewer services. The services provided to the proposed annexation area upon annexation are consistent with the planning goals of the GMA and with RCW 36.70A.110(4), which provides in relevant part, "In general, cities are the units of local government most appropriate to provide urban governmental services."
- b. **UGA designations:** The Point Wells Annexation, as proposed in BRB file No. 2023-04, is consistent with the designations and zoning that support an urban level of density and development. The existing County's Future Land Use Map (FLUM) designations for the proposed annexation area are Urban Village and Urban Industrial with zoning of Planned Community Business and Heavy Industrial, respectively. As indicated in Section 4 of the ILA (Attachment B to the Motion), the Town will, for a period of 5 years after annexation,

maintain a residential zoning on any parcel zoned residential within the annexation area and not have the minimum gross residential density reduced below the density allowed for by the zoning designation prior to annexation. Upon annexation, the Town's future land use designation of Urban Village and zoning of Urban Village will be implemented.

- c. **Countywide Planning Policies (CPPs):** The Point Wells Annexation proposal is consistent with the Snohomish County Countywide Planning Policies (CPPs) in particular, Joint Planning (JP)-1 and JP-4, and Development Patterns (DP) -21:

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."

CPP-DP-21: "Where the Municipal Urban Growth Area (MUGA) map in Appendix A portrays agreement – meaning in places that do not include areas of gap, overlap, or other special notation – the MUGAs shall be used to designate future annexation areas for each of the nine cities in the Southwest Urban Growth Area. An interlocal agreement should be executed by the County and city addressing transition of services."

Consistent with CPP- JP-1, the County and Town maintain a Master Annexation Interlocal Agreement (MAILA) that serves to help coordinate and guide the Town's annexations and covers the general transfer of services and jurisdiction from the County to the Town including, permits and applications in progress, violations and code enforcement cases, surface water management services, and road maintenance. Further, as required by the interlocal annexation method in RCW 35A.14.2936, a distinct interlocal agreement has been developed, to ensure coordinated planning between all parties of the ILA. Further, as required under RCW 35A.14.296 method of annexation, the County, Town, City, and District finalized an ILA (Attachment B to Motion) that builds upon and amends the existing agreements and helps meet public participation requirements.

The proposal is consistent with CPP- JP-4, as the City and Town, as indicated in the adopted ILA, have coordinated their planning documents for annexation and development of the Point Wells Area. The adopted ILA also documents the level of coordinated planning between the County and Town, which includes the Town's

adoption of an Urban Village Zoning District and intent to maintain or exceed the County's flood hazard regulation for the annexation area.

Consistent with DP-21, the Point Wells annexation area is within the Town's MUGA, as shown in Appendix A of the CPPs, recognizing the Town as the annexing jurisdiction for the area, and the County and Town have adopted a MAILA and the Point Wells annexation ILA to coordinate the annexation.

d. Snohomish County Comprehensive Plan: The Point Wells annexation proposal is consistent with the General Policy Plan (GPP) of the County's comprehensive plan. The annexation area is depicted as being within the Town's MUGA in Map 3 of the GPP and policies Land Use (LU) 2.A.1 and 2.A.2 and Interjurisdictional Coordination (IC) 1.B.1 and 1.B.3 of the GPP support the annexation proposal. The existing MAILA and adopted ILA for the Point Wells annexation demonstrate the level of coordination and requirements stated in the GPP policies including the residential density requirement.

- 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 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:** The proposed Point Wells Annexation area is in the southwest corner of Snohomish County, south and west of the Town’s corporate limits, and is within the Town’s Municipal Urban Growth Area (MUGA). The acreage is approximately 67.59. The assessed valuation is \$8,973,700. There are no residences, and the population is 0.
- b. Comprehensive plans and zoning:** The existing County’s FLUM designations for the proposed annexation area are: Urban Village and Urban Industrial with zoning of Planned Community Business and Heavy Industrial. The Town’s future land use designation for the annexation area is Urban Village, and the Town has adopted an Urban Village zone that will be implemented upon annexation. In addition, the Town’s comprehensive plan includes planning for the Point Wells area in its Subarea Plan in its Land Use Element.
- c. Applicable service agreements:** The Town and County have existing service agreements related to surface water management, law enforcement, and emergency management. As described in BRB file no. 2023-04, upon annexation, the Town will provide police service that includes coverage by the City of Edmonds and experienced officers from other local jurisdictions, and Snohomish County 911 will continue to provide dispatch service. Regarding surface water management, there are no County surface water management projects, facilities, or known surface water or drainage easements in the annexation area. The existing MAILA between the County and Town covers legal control and maintenance responsibilities, transition from the County’s NPDES Phase I stormwater permit requirements to the Town’s stormwater management requirements, access for the County to the annexed area during the calendar year of annexation, and governmental service agreements.
- d. Applicable interlocal annexation agreements:** As previously mentioned, the County and Town have an existing MAILA and adopted an ILA for the Point Wells annexation as required by the ILA annexation method per RCW 35A.14.296. Together these agreements provide for the coordinated transfer of jurisdiction and service from the County to the Town, establish coordinated planning for the development of the annexation proposal, and meet the requirements of RCW 35A.14.296.

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, with steep slopes present west and east of Richmond Beach Drive. The annexation area is bordered by the Town's corporate limits on the east, northeast, and southeast, King County and the City of Shoreline are to the south and the Puget Sound/Salish Sea is to the west. A BNSF right of way bisects the subject site and there is an outfall portal for King County's Brightwater sewer treatment system. 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. 2023-04, due to the extensive environmental remediation required within the annexation area from the industrial uses, development of the site is not anticipated within the next several years. 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.

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 Town is a provider of urban municipal services as identified under chapter 36.70A RCW, however, the Town is not a full municipal service provider. Upon annexation, the City will assume jurisdiction for the annexation area and provide road maintenance, surface water management services, and law enforcement. Sewer and water service will continue to be provided by Olympic View Water and Sewer District (District). Fire service will be provided by the Town which contracts with Shoreline Fire Department for service. At this time, the annexation area has minimal service needs as it has no residences and a population of 0.
- b. **Present cost and adequacy of governmental services and controls in the area:** The Town conducted a fiscal analysis for the proposed Point Wells annexation area as indicated in BRB file no. 2023-04 anticipating an expenditure increase of approximately \$14,525 a year for fire/EMS service costs. The Town does not anticipate significant expenditures as a result of the annexation.
- c. **Effect of finances:** As noted above, the Town does not foresee significant expenditures resulting from annexation. The County expects minimal general fund impact as the County considered fiscal impacts of potential annexation during its review and approval 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) estimated a revenue loss as the annexation agreement provides for the County to collect surface water management services charges and provide surface water services during the calendar year of annexation. There will be an estimated impact of \$71,711.51 annual revenue loss after the calendar year of annexation. SWM services will adjust to the revenue loss; however, some programs may have a disproportionate impact due to funding structure.

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.

Section 5 of the adopted ILA for the Point Wells annexation, covers mitigation agreements between the Town and the City of Shoreline regarding development of 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.

Once annexed, the Town and City of Shoreline will have more local control over the impacts of future development to their respective communities which will help preserve the existing neighborhoods and communities surrounding the Point Wells annexation area.

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 annexation area is bordered by the Town's corporate limits on the east, northeast, and southeast, King County and the City of Shoreline are to the south and the Puget Sound/Salish Sea is to the west.

The proposed annexation furthers this objective.

Objective 3. Creation and preservation of logical service areas.

The proposed annexation area will have minimal effect on service areas as the Town will assume responsibility for fire and police services. The annexation proposal will not affect the Olympic View Water and Sewer District's service area for water and sewer service.

The annexation as proposed furthers this objective.

Objective 4. Prevention of abnormally irregular boundaries.

The proposed annexation boundaries do not create abnormal or irregular boundaries. The annexation would create a continuous Town 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 annexation, as proposed in BRB file no. 2023-04 provides practical boundaries.

The annexation does further this objective.

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

The area proposed for Point Wells annexation is within the Town's MUGA and as such is designated to be annexed per the CPPs and the Town 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 Point Wells annexation.

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

County departments were provided the opportunity to provide input on drafting the ILA that is required by RCW 35A.14.296 and to review BRB file no. 2023-04. 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 estimated an impact of \$71,711.51 annual revenue loss after the first calendar year of annexation. SWM services will adjust to the revenue loss; however, some programs may have a disproportionate impact due to funding structure.
- 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 annexation 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 annexation proposal 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 annexation 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