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Project Name		2024 Comprehensive Plan Update					
Part 3 - COUNCIL		Council Staff: Ryan Countryman		Hearing Date: Wednesday, December 4, 2024 @ 10:30 a.m.			
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<b>Ordinance 24-101 Map Amendments to Maltby UGA - Council Initiated</b>							
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## ECAF and Materials

**Executive/Council Action Form (ECAF)****ITEM TITLE:****..Title**

Ordinance 24-101, relating to the Growth Management Act, adopting map amendments to the Snohomish County Growth Management Act Comprehensive Plan, revising the Maltby Urban Growth Area and amending the Future Land Use and Official Zoning Maps and the Transportation Element

**..body****DEPARTMENT:** County Council**ORIGINATOR:** Ryan Countryman for CM Jared Mead**EXECUTIVE RECOMMENDATION:** Deny

**PURPOSE:** This ordinance would expand the Maltby Urban Growth Area as part of the 2024 Comprehensive Plan Update.

**BACKGROUND:** This Ordinance proposes the same UGA expansion area and future land use map changes as proposed in Council Motion 22-098 by CM Sam Low and that were studied under Alternative 3 for the Maltby area.

**OTHER DEPARTMENTAL REVIEW/COMMENTS:** Click or tap here to enter text.

1 Adopted:  
2 Effective:

3  
4 SNOHOMISH COUNTY COUNCIL  
5 SNOHOMISH COUNTY, WASHINGTON

6  
7 ORDINANCE NO. 24-101  
8

9 RELATING TO THE GROWTH MANAGEMENT ACT, ADOPTING MAP  
10 AMENDMENTS TO THE SNOHOMISH COUNTY GROWTH MANAGEMENT ACT  
11 COMPREHENSIVE PLAN, REVISING THE MALTBY URBAN GROWTH AREA AND  
12 AMENDING THE FUTURE LAND USE AND OFFICIAL ZONING MAPS AND THE  
13 TRANSPORTATION ELEMENT  
14

15 WHEREAS, Snohomish County ("the county") adopted the Snohomish County  
16 Growth Management Act Comprehensive Plan (GMACP) on June 28, 1995, through  
17 passage of Amended Ordinance No. 94-125; and  
18

19 WHEREAS, the county has amended the GMACP several times since its  
20 adoption, most recently by Amended Ordinance No. 22-028 on September 14, 2022;  
21 and  
22

23 WHEREAS, the county must conduct a periodic review of its GMACP pursuant to  
24 Revised Code of Washington (RCW) 36.70A.130(3), which directs counties planning  
25 under the Growth Management Act (GMA) to take legislative action to review and, if  
26 needed, revise their comprehensive plans and development regulations to ensure that  
27 population, employment, and housing growth for the succeeding 20-year period can be  
28 accommodated; and  
29

30 WHEREAS, on November 1, 2021, the county began the State Environmental  
31 Policy Act (SEPA) scoping period, and held two virtual public meetings on November 9  
32 and November 15, 2021, to kick off the review of the GMACP and to seek comments on  
33 a scope for an Environmental Impact Statement (EIS); and  
34

35 WHEREAS, the county published the SEPA scoping public notice in English,  
36 Spanish, and Korean in the Everett Herald, sent it to agencies and interested parties as  
37 contained in the Planning and Development Services (PDS) SEPA Distribution List, and  
38 posted it to the Snohomish County website; and  
39

40 WHEREAS, on March 2, 2022, the County Council approved Amended Motion  
41 21-147 (Motion No. 21-147) setting the final Docket of privately-initiated plan  
42 amendments review, including environmental review under SEPA, consideration, and

ORDINANCE NO. 24-101

RELATING TO THE GROWTH MANAGEMENT ACT, ADOPTING MAP AMENDMENTS TO THE SNOHOMISH COUNTY  
GROWTH MANAGEMENT ACT COMPREHENSIVE PLAN, REVISING THE MALTBY URBAN GROWTH AREA AND AMENDING  
THE FUTURE LAND USE AND OFFICIAL ZONING MAPS AND THE TRANSPORTATION ELEMENT

1 recommendation by the Snohomish County Planning Commission ("Planning  
2 Commission"), for final consideration in 2024; and  
3

4 WHEREAS, Motion No. 21-147 included a docket proposal known as Malt1  
5 which proposed an 11.75-acre expansion of the Maltby Urban Growth Area; and  
6

7 WHEREAS, on March 23, 2022, the County Council approved Motion No. 22-098  
8 referring potential expansion of the Maltby Urban Growth Area (UGA) by approximately  
9 255 acres for review, including environmental review under SEPA, consideration, and  
10 recommendation by the Snohomish County Planning Commission ("Planning  
11 Commission"), for final consideration in 2024; and  
12

13 WHEREAS, the area proposed for expansion under Motion No. 22-098 includes  
14 the Malt1 area from Motion No. 21-147; and  
15

16 WHEREAS, the Planning Commission was briefed on the amendments in  
17 Motions Nos. 21-147 and 22-098 on September 12, 2023; and  
18

19 WHEREAS, the county issued the Draft Environmental Impact Statement (DEIS)  
20 on September 6, 2023, and the 45-day public comment period ended on October 23,  
21 2023; and  
22

23 WHEREAS, the county created an online interactive mapping tool for the public  
24 to review the zoning and Future Land Use (FLU) Maps studied for each of the three  
25 land use alternatives and make site specific comments during the DEIS comment  
26 period, including proposed amendments to the Maltby UGA as part of Alternative 3; and  
27

28 WHEREAS, county staff held in-person public open houses on September 12  
29 and September 23, 2023, to provide the public an opportunity to obtain information and  
30 comment on the DEIS and amendments to the GMACP FLU Map and zoning, including  
31 Maltby UGA amendments; and  
32

33 WHEREAS, the Planning Commission held a public hearing on October 24,  
34 2023, to receive public testimony concerning the amendments contained in this  
35 ordinance; and  
36

37 WHEREAS, the notice of the public open houses and Planning Commission  
38 public hearing was mailed to over 38,554 addresses in Snohomish County (including  
39 those potentially affected by proposed changes and those within 500 feet of a proposed  
40 change located within an urban growth area and 1,000 feet of a proposed change  
41 outside of an urban growth area), published in the Everett Herald, and posted to the  
42 project website; and  
43

1 WHEREAS, after the conclusion of its public hearing, the Planning Commission  
2 deliberated on November 14 and 15, 2023, and voted to approve the Motion No. 22-098  
3 amendments, which includes the Malt1 proposal under Motion No. 21-147, and to  
4 approve the Malt1 proposal, as set forth in the Planning Commission recommendation  
5 letters dated January 16, 2024; and  
6

7 WHEREAS, in its hearings related to the 2024 GMACP update on August 19,  
8 and September 11, 2024, the County Council held a public hearing after proper notice  
9 and considered public comment and the entire record related to the amendments  
10 contained in this ordinance; and  
11

12 WHEREAS, in its hearing on September 11, 2024, the County Council directed  
13 staff to prepare the specific amendments contained in this ordinance as a stand-alone  
14 ordinance rather than as an amendment to other ordinances before the County Council  
15 for consideration; and  
16

17 WHEREAS, the County Council continued its hearing from September 11, 2024,  
18 to October 2, 2024, for continued public comment, deliberation, and discussion of  
19 various GMACP ordinances; and  
20

21 WHEREAS, the County Council continued its hearing from October 2, 2024, to  
22 December 4, 2024, in part to allow proper notice for this ordinance, and for  
23 consideration of public comment and the entire record related to amendments contained  
24 in this ordinance; and  
25

26 WHEREAS, following the public hearing, the County Council deliberated on the  
27 amendments contained in this ordinance;  
28

29 NOW, THEREFORE, BE IT ORDAINED:  
30

31 Section 1. The County Council adopts the following findings to support this  
32 ordinance:  
33

- 34 A. The foregoing recitals are adopted as findings as if set forth in full herein.  
35  
36 B. This Ordinance would expand the Maltby UGA by approximately 255 acres in total at  
37 three locations adjacent to the current UGA (two locations along SR-9 and one at  
38 240<sup>th</sup> Street SE). These locations would be redesignated on the FLU Map from Rural  
39 Residential to Urban Industrial, Urban Commercial, and Public/Institutional Use.  
40 Rezoning to implement these plan designations would be to Light Industrial,  
41 Community Business, and Residential 9,600 (R-9,600) respectively.  
42

1 C. These proposed amendments to UGA boundaries, FLU map designations, and  
2 zoning in this ordinance result in small UGA sizing safety factors for residential and  
3 employment capacity within the composite county UGA including cities in addition to  
4 the projected 20-year land area needs. Despite testimony in opposition to the Maltby  
5 UGA expansion from the City of Monroe, the County Council finds that consistent  
6 with CPP DP-2.d it is in the overall public interest to approve the expansion of the  
7 Maltby UGA for a variety of site-specific reasons as described below.

8  
9 1. For residential capacity within newly designated Urban Commercial area, these  
10 amendments help assure adequate housing availability and choices during the  
11 planning period, as documented in the 2024 UGA Land Capacity Analysis. This  
12 residential capacity increase will not cause the residential capacity in the  
13 composite UGA to exceed the 20-year forecasted growth by more than 15  
14 percent (CPP DP-2.b). Any new residential development will provide a significant  
15 public benefit because residential development in the newly designated Urban  
16 Commercial area will require use of Transfer of Development Rights (CPP DP-  
17 2.e.8 and SCC 30.35A.080 and 30.35A.100). There is no new residential  
18 capacity in areas newly designated as Urban Industrial or Public/Institutional  
19 Use. The small number of existing residential units in the industrial areas may  
20 gradually redevelop to other uses consistent with the new plan designation.

21  
22 2. For employment capacity, these amendments will primarily bring existing  
23 commercial and existing or planned public uses into the Maltby UGA. These  
24 existing and planned uses primarily service the needs of nearby urban growth.  
25 The small amount of land added to the UGA not already developed for  
26 commercial or industrial uses and newly designated as Urban Industrial is  
27 necessary for inclusion in the UGA to create an identifiable physical boundary for  
28 the UGA (using SR-9 as a western UGA boundary in this area, consistent with  
29 CPP DP-1.g). Consistent with CPP DP-2.d, because including existing  
30 commercial and industrial uses and both existing and planned public uses in the  
31 UGA is in the public interest; doing so provides a substantial public benefit by  
32 allowing these uses to connect to sewer, thus helping to improve and preserve  
33 groundwater quality in the Little Bear Creek Watershed.

34  
35 a) The addition of the Northshore School District (NSD) property (identified in  
36 Motion 22-098 in Figure 3 and Table 2) is consistent with CPP DP-2.e.6 and  
37 will allow new public school facilities to be in the UGA. Inclusion of the NSD  
38 property in the UGA furthers the public interest in at least three ways and  
39 does not conflict with other requirements. First, by making urban standards  
40 for safe walking conditions for school children a requirement that will apply to  
41 future permits. School children will have sidewalks and other safety features  
42 that are part of urban school standards but not of rural school standards.  
43 Second, by allowing Snohomish County to apply urban road standards rather

1 than rural road standards thereby further increasing public and student safety.  
2 Third, inclusion in the UGA will allow the schools to connect to sewer. Sewer  
3 connection rather than reliance on septic drainfields will help protect water  
4 quality in Little Bear Creek. Regarding other requirements, there will be no net  
5 effect on county employment capacity. The NSD property could develop with  
6 schools and associated employment whether inside or outside the UGA.  
7 Inclusion would mean that jobs at the schools would count towards urban  
8 employment targets rather than rural employment targets. Including the NSD  
9 property is therefore consistent with CPP DP-2.e.6.

10  
11  
12 b) The addition of the Vangemert property (Malt1) is consistent with the CPPs  
13 for several reasons.

- 14  
15 1. Inclusion of the NSD property requires inclusion of the Vangemert  
16 property to create a logical UGA boundary (CPP DP-1.g). This is  
17 because the existing Maltby UGA, NSD property, and King County UGA  
18 fully surround the Vangemert property.  
19
- 20 2. The Vangemert property is owned by the owners of JEV Recycling, a  
21 concrete and asphalt recycling business located adjacent to the  
22 Vangemert parcel and within the Maltby UGA. JEV Recycling seeks to  
23 add the Vangemert parcel to the Maltby UGA to expand its operating  
24 footprint to accommodate additional materials for recycling. JEV  
25 Recycling is a third-party solid waste provider as recognized in the  
26 Snohomish County Comprehensive Solid and Hazardous Waste  
27 Management Plan – 2021. As documented in the 2024 UGA Land  
28 Capacity Analysis, an increasing share of new development requires  
29 redevelopment of existing uses, meaning that demand for such facilities  
30 will grow faster than general population growth. CPP PS-10 says that  
31 the County “should coordinate with solid waste service providers in  
32 order to meet and, if desired, exceed state mandates for the reduction  
33 of solid waste and promotion of recycling.” The County Council finds  
34 that through its Malt1 docket application, this solid waste service  
35 provider could contribute to the reduction of solid waste and promotion  
36 of recycling within Snohomish County. Inclusion of the Vangemert  
37 property is therefore consistent with CPP PS-10.  
38
- 39 3. Including the Vangemert property is consistent with providing  
40 adequately zoned land for recycling and material recovery facilities, a  
41 type of “other” nonresidential use that RCW 36.70A.110(2) allows for  
42 inclusion in the UGA. The County Council finds that material recovery  
43 facilities, including third party providers provide a public good. The



1 County Council further finds that material recovery facilities should have  
2 urban zoning and be in a UGA because Snohomish County Code does  
3 not provide for most recycling or any material recovery facilities outside  
4 of UGAs. Since the Vangemert property is adjacent to the existing UGA  
5 and has been found to constitute a public good, the County Council  
6 further finds that the Malt1 Vangemert use is a type of community  
7 facility and that addition to the UGA is consistent with CPP DP-2.e.6.  
8

9 c) The addition to include parcels 27053400101000 and 27053400103600 will  
10 correct two adjacent mapping errors, consistent with CPP DP-2.e.5.  
11

- 12 1. The Maltby UGA surrounds parcel 27053400101000 on three sides.  
13 Per Snohomish County Assessor information, the parcel contains a 768  
14 square foot house built in 1962 and a 5,600 square foot commercial  
15 building built in 1962. The commercial building is non-conforming to the  
16 current R-5 zoning. The commercial building would remain non-  
17 conforming if rezoned to Rural Business because SCC  
18 30.31F.110(1)(b) provides a maximum building footprint for commercial  
19 buildings in Rural Business of 4,000 square feet. Since the commercial  
20 building is non-conforming in R-5 and would not conform if rezoned to  
21 Rural Business, the County Council finds that uses on this parcel in the  
22 present setting are more representative of urban development and  
23 character than they are of rural development or rural character.  
24 Including this parcel in the UGA and rezoning it to LI would make the  
25 commercial use conforming, allow the building to connect to sewer, and  
26 would make for a more logical UGA boundary without increasing  
27 development capacity. These changes will resolve a mapping issue  
28 where existing development that is representative of urban  
29 development is not part of the UGA.  
30
- 31 2. Ownership of parcel 27053400103600 is in common with a much larger  
32 parcel (27053400100900) already in the UGA. The condition of both  
33 parcels being under common ownership pre-dates the establishment of  
34 the Maltby UGA. There is an existing single family dwelling built in 1947  
35 that straddles the two parcels, making this building partially inside and  
36 partially outside the UGA. Creation of parcel 27053400103600 appears  
37 to have been prior to contemporary record keeping, perhaps as a  
38 resolution of an ownership issue resulting from construction of the  
39 dwelling across an older property line. Addition of parcel  
40 27053400103600 to the UGA would have no capacity impact as this  
41 parcel is only 16-feet wide at its widest point and its inclusion would  
42 resolve a mapping issue where the UGA bisects a building.  
43

1 d) The northern addition along State Route 9 serves several purposes. Despite  
2 having “residential” in its name, the current future land use map designation  
3 of Rural Residential 5-acre basic has two implementing zones. These are  
4 Rural 5-acre (R-5) and Rural Business (RB). The County Council finds that  
5 circumstances have changed since establishment of the Maltby UGA by  
6 Ordinance 96-073 on November 27, 1996. The current designation and  
7 implementing zones are not fully reflective of current or future uses. It would  
8 be in the public interest to revise them as follows:  
9

- 10 1. The addition to include existing commercial uses at Maltby Road (State  
11 Route 524) and State Route 9 will bring an area already characterized  
12 by urban growth into the Maltby UGA. Although this location has been  
13 outside the UGA, both state routes meeting here primarily service urban  
14 traffic passing through this area. From 1964 to 1999 the zoning at this  
15 intersection was Community Business (CB), a zone now classified as  
16 urban. Zoning at the intersection changed to Rural Business (RB) as  
17 part of an area wide rezone of urban zones to rural zones outside of  
18 UGAs (Ordinance 99-076). Permitting of several older existing  
19 commercial buildings was under CB zoning standards. Newer buildings  
20 reflect RB zoning standards. Regardless of zoning standards, these  
21 commercial uses primarily serve urban populations and pass-by traffic  
22 today. Based on this setting and history, the County Council finds that  
23 the commercial uses at this intersection and in this setting are more  
24 representative of urban development and character than they are of  
25 rural development or rural character. Bringing this intersection into the  
26 UGA and reverting the zoning to CB will allow connection to sewer lines  
27 that already exist in the right-of-way. This will help to protect water  
28 quality in the Little Bear Creek watershed, an action that is in the public  
29 interest.  
30
- 31 2. The addition of parcels to receive a Public/Institutional Use designation  
32 between the existing UGA and the commercial uses at the intersection  
33 of SR-9 and SR-524 is necessary to make the commercial uses  
34 contiguous to the UGA. This linkage helps to create a logical UGA  
35 boundary. Including these publicly-owned properties will have no impact  
36 on employment capacity. The lack of employment capacity is a result of  
37 changes in ownership that have occurred since establishment of the  
38 UGA in 1996. At the time of UGA establishment, these now publicly  
39 owned lands were under private ownership and would have  
40 represented additional capacity within the UGA at that time. The largest  
41 public holding is Carousel Ranch, a Snohomish County park purchased  
42 by the County in 2015. Including the park in the UGA will allow  
43 connection to sewer, thereby helping ensure protection of water quality

1 in the Little Bear Creek watershed, which is in the public interest.  
2 Property owned and purchased by King County in 2003 is a wetland  
3 mitigation area containing constructed wetlands that mitigate for  
4 wetlands filled during construction of the adjacent Brightwater sewage  
5 treatment plant in the Maltby UGA. Property owned and purchased by  
6 the Washington State Department of Transportation in 2004 includes  
7 both natural wetlands and constructed wetlands that mitigate for  
8 impacts of past widening of State Route 9 on other wetlands. There is  
9 no development capacity on either wetland mitigation area; their  
10 inclusion in the UGA is solely to create an identifiable UGA boundary  
11 with SR-9 as the western edge in this area.  
12

- 13 3. The addition of parcels 27052600201300, 27052600201600,  
14 27052600202600, 27052600203100, and 27052600300600, is also  
15 necessary to create an identifiable UGA boundary with SR-9 as the  
16 western edge in this area. Inclusion of these parcels would bring  
17 several existing residences, home occupations, and other businesses  
18 permitted in R-5 zoning into the UGA. The higher potential for  
19 development under the new LI zoning will create some additional  
20 employment capacity on these parcels. The County Council finds that  
21 including these parcels creates two public benefits: one being an  
22 identifiable UGA boundary with SR-9 as the western edge in this area  
23 and the other being the allowance for sewer connection and associated  
24 protection of Little Bear Creek. The additional capacity has been found  
25 to be created during a periodic review of the GMACP.  
26  
27

- 28 D. The proposed amendments are consistent with RCW 36.70A.070. RCW 36.70A.070  
29 requires internal consistency between elements of a comprehensive plan including  
30 the future land use map and the official zoning map. The proposed zones are  
31 implementing zones for the proposed comprehensive plan designations.  
32  
33 E. The proposed amendments are consistent with RCW 36.70A.110(3) requirements  
34 for the location of future urban employment and population growth. The expansion of  
35 the Maltby UGA will occur in areas already characterized by urban growth and that  
36 have adequate public facilities to serve urban development. These expansions are in  
37 areas that have adequate access to urban public facilities and services consistent  
38 with the 2024 Transportation Element, Parks and Recreation Element, and Capital  
39 Facilities and Utilities Element of the GMACP. Chapter 3.2 of the EIS provides  
40 documentation on impacts and mitigation. Further, the proposed expansion areas  
41 are adjacent to the current UGA boundary. Some of these areas are existing  
42 commercial and industrial uses that serve both urban and rural demand, and where  
43 the new Future Land Use Map designations of Urban Commercial and Urban

1 Industrial are more representative of the current and future use than the former  
2 Future Land Use Map designation of Rural Residential. Other parts of the expansion  
3 areas are for existing or planned public uses that serve primarily urban demand  
4 (e.g., Carousel Ranch Park, a planned community park facility; Northshore School  
5 District property, serving primarily urban residential growth in the adjacent King  
6 County UGA; and wetland mitigation areas owned and developed by King County  
7 and Washington State Department of Transportation to serve infrastructure needs  
8 that are primarily the result of urban growth). Thus, the expansion areas proposed  
9 by Motion 22-098 and by the Malt1 proposal are in locations already characterized  
10 by urban growth.

11  
12 F. The proposed amendments are consistent with RCW 36.70A.130(1)(e), which  
13 requires that comprehensive plan amendments be consistent with the GMA. The  
14 amendments are consistent with the GMA requirement for accommodating  
15 additional residential and employment capacity in RCW 36.70A.110(2). The  
16 additional residential capacity will help assure adequate housing availability and  
17 choices during the planning period, as documented in the 2024 UGA Land Capacity  
18 Analysis. This residential capacity increase will not cause the residential capacity in  
19 the composite UGA to exceed the 20-year forecasted growth by more than 15  
20 percent (CPP DP-2(b)). The additional employment capacity will help accommodate  
21 the projected governmental growth (schools and parks) as well as material recovery  
22 facilities which are a type of other nonresidential use that can be considered for UGA  
23 sizing under RCW 36.70A.110(2). The proposed amendments are consistent with  
24 RCW 36.70A.130(2)(a), which requires that comprehensive plan amendments be  
25 considered no more frequently than once every year. The county-initiated  
26 amendments are scheduled for final consideration by the County Council according  
27 to the requirements in chapter 30.74 SCC and are considered together with county-  
28 initiated comprehensive plan amendments for final action no more frequently than  
29 once per year.

30  
31 G. The proposed amendments are consistent with RCW 36.70A.100 and 36.70A.210,  
32 which require that a comprehensive plan be consistent with the Puget Sound  
33 Regional Council (PSRC) Multicounty Planning Policies (MPPs) and the CPPs. The  
34 amendments are consistent with the MPPs and the CPPs as analyzed and  
35 described the DEIS, in the September 11, 2023, and October 10, 2023, PDS staff  
36 reports to the Planning Commission, and in the additional findings below.

- 37  
38 1. The amendments are consistent with the goals of the GMA. Consistent with Goal  
39 10 because the amendments allow existing non-residential uses and existing and  
40 planned public uses to connect to sewer, thereby increasing protection to water  
41 quality. Consistent with Goal 12 because inclusion of community parks, public  
42 schools, and other community facilities in the UGA will help ensure adequate  
43 levels of service consistent with adopted plans and policies.

2. The amendments are consistent with RCW 36.70A.110(2) because they provide for the projected urban employment growth, including institutional (schools and parks) uses, and other non-residential uses such as material recovery facilities which are relied on as part of solid waste planning. Schools, parks, and solid waste facilities are all examples of uses necessary to accommodate urban growth.

H. The proposed amendments are consistent with the MPPs.

1. The amendments maintain consistency with MPPs RGS-4 and RGS-5 by amending the GMACP FLU Map and the area-wide zoning map for a minor expansion of the Maltby UGA to provide additional capacity for population and employment growth and to locate planned schools inside the UGA. Consistent with MPP RGS-4, this minor UGA adjustment would accommodate urban growth in a UGA. Consistent with MPP RGS-5, this minor UGA adjustment would ensure a stable and sustainable UGA by ensuring adequate land capacity within the UGA sufficient to accommodate the 2044 residential and employment growth targets.
2. The amendments maintain consistency with MPPs RGS-3 and RGS-12. Consistent with RGS-3 which provides flexibility in establishing modifying growth targets within the framework of the Countywide Planning Policies (see findings below), provided that the growth targets support the Regional Growth Strategy (of overall regional growth targets). Consistent with RGS-12 because the amendments do not cause need to adjust regional growth targets.

I. The proposed amendments are consistent with the CPPs by expanding the Maltby UGA as part of the periodic update of the GMACP that results in a net increase in residential, commercial or industrial land capacity. The amendments are consistent with CPP DP-2.

1. The amendments are consistent with CPP DP-2.a because a land capacity analysis has been adopted by the County Council and other requirements of CPP DP-2 have been met as described below.
2. The amendments are consistent with CPP DP-2.b because the resulting total addition population capacity within the composite UGA does not exceed the 20-year forecasted UGA growth by more than 15 percent.
3. The amendments are consistent with CPP DP-2.c because they are in compliance with the GMA.

- 1
- 2 4. The amendments are consistent with CPP DP-2.d because although the City of
- 3 Monroe does not support the Maltby UGA expansion, the County Council has
- 4 found that it is in the public interest to expand the UGA for the reasons given
- 5 above.
- 6
- 7 5. The amendments are consistent with CPP DP-2.e which requires that at least
- 8 one of several possible conditions has been met. Consistent with Condition 2.e.2
- 9 because the expansion is the result of a periodic review of UGAs as required by
- 10 RCW 36.70A.130(3). Consistent with Condition 2.e.8 because any residential
- 11 capacity created in the Urban Commercial-designated area will require use of
- 12 Transfer of Development Rights for compliance with GMACP Policy LU 14.A.7.d.
- 13

14 Consistent with Condition 2.e.6 because the expansion will include a planned

15 community park and planned school facilities in the UGA. Both are types of

16 community facility that primarily serves urban populations. Consistency with

17 Condition 2.e.6 also requires demonstration that “no site within the UGA can

18 reasonably or logically accommodate the proposed facilities, urban growth area

19 expansions may take place to allow the development of these facilities provided

20 that the expansion area is adjacent to an existing UGA.”

21

22 Carousel Ranch Park is adjacent to the existing UGA and is too large to

23 reasonably find a replacement site within the existing UGA.

24

25 Related to inclusion of the NSD property in the UGA, the County Council

26 recognizes and the following statements in the Wellington Hills Settlement

27 Agreement between Northshore School District and the City of Woodinville

28 (recorded under Auditor File Number 201906210221):

29

30 “The School District intends to develop and use the Site for School Purposes.

31 However, the School District has not developed a plan for the facilities to be

32 constructed on the site and anticipates that such planning and initial Site

33 development will not commence for several years. The facilities at the Site

34 may be constructed in phases or as separate projects over a period of years.

35 [...] Absent changes to the current comprehensive planning and zoning of the

36 Site and surrounding area, the initial planned capacity of School District’s

37 facilities planned on the Site will accommodate enrollment of 1,200 full-time

38 students. Planned capacity may increase to up to 1,500 full-time students if

39 [the] Urban Growth Area is expanded [...]”

40

41 The County Council finds that it is reasonable and logical to include this site in

42 the UGA to allow for extension of public facilities and utilities which may then

1 occur at urban levels of service for schools that primarily serve new urban  
2 growth.

3  
4 J. The proposed amendments follow a consideration of reasonable measures  
5 consistent with CPP GF-7.b. As documented in the 2024 Reasonable Measures  
6 Report, reasonable measures adopted since the 2021 Buildable Lands Report  
7 analysis, included in the 2024 Update of the GMACP, or recommended as part of  
8 separate ordinances to comply with recent changes in state law, account for an  
9 additional 29,217 population capacity within the existing UGA, representing 92.7% of  
10 the additional population capacity documented in the 2024 UGA Land Capacity  
11 Analysis above what was estimated for the No Action alternative in the DEIS.  
12

13 K. The proposed amendments are consistent with the GMACP policies. The  
14 amendments are consistent with the Snohomish County Land Use Element Policy  
15 1.A.1 by including UGA expansions that do not result in total additional population  
16 capacity within the Snohomish County composite UGA that would exceed the total  
17 20-year forecasted UGA population growth by more than 15 percent. The  
18 amendments are consistent with LU Policy 1.A.9 because the expansion complies  
19 with the GMA and is consistent with the CPPs, including CPP DP-2, as described  
20 herein.  
21

22 L. Procedural requirements.

23  
24 1. SEPA requirements with respect to this non-project action have been satisfied  
25 through the completion of a Draft EIS issued on September 6, 2023, and a  
26 Final EIS issued on August 27, 2024.  
27

28 2. The amendments are a Type 3 legislative action pursuant to SCC 30.73.010.  
29

30 3. The UGA expansion proposed by this ordinance is a subset of what had been  
31 proposed as Alternative 3 in the notice to the Washington State Department  
32 of Commerce submitted by Planning and Development Services on April 16,  
33 2024. That prior notice satisfies the notice requirements of RCW 36.70A.106.  
34

35 4. The public participation process used in the adoption of this ordinance  
36 complied with all applicable requirements of the GMA and the SCC.  
37 Notification was provided in accordance with SCC 30.73.050 and SCC  
38 30.73.070.  
39

40 5. The Washington State Attorney General last issued an advisory  
41 memorandum, as required by RCW 36.70A.370, in September of 2018  
42 entitled "Advisory Memorandum: Avoiding Unconstitutional Takings of Private  
43 Property" to help local governments avoid the unconstitutional taking of

1 private property. The process outlined in the State Attorney General's 2018  
2 advisory memorandum was used by Snohomish County in objectively  
3 evaluating the amendments in this ordinance.  
4

5 M. The ordinance is consistent with the record, including the PDS staff reports to the  
6 Planning Commission dated September 11, 2023, and October 10, 2023, and as  
7 modified by the finding made by the County Council above.  
8

9 N. This ordinance is consistent with RCW 36.70A.067, which requires that the initial  
10 effective date of an action that expands an urban growth area designated under  
11 RCW 36.70A.110 is after the latest of the following dates: (1) 60 days after the date  
12 of publication of notice of adoption of the comprehensive plan, development  
13 regulation, or amendment to the plan or regulation, implementing the action, as  
14 provided in RCW 36.70A.290(2); or (2) If a petition for review to the growth  
15 management hearings board is timely filed, upon issuance of the board's final order.  
16

17 Section 2. The County Council makes the following conclusions:  
18

19 A. The amendments comply with all requirements of Washington State law and county  
20 code.  
21

22 B. The amendments are consistent with the MPPs.  
23

24 C. The amendments are consistent with the CPPs.  
25

26 D. The amendments are consistent with the goals, objectives, and policies of the  
27 GMACP.  
28

29 E. All SEPA requirements with respect to this non-project action have been satisfied.  
30

31 F. The amendments do not result in an unconstitutional taking of private property for a  
32 public purpose and does not violate substantive due process guarantees.  
33

34 Section 3. The County Council bases its findings and conclusions on the entire  
35 record of the Planning Commission and the County Council, including all testimony and  
36 exhibits. Any finding which should be deemed a conclusion, and any conclusion which  
37 should be deemed a finding, is hereby adopted as such.  
38

39 Section 4. LU Map 1 (Future Land Use) of the GMACP Land Use Element, last  
40 amended by Ordinance No. \_\_\_\_\_ on \_\_\_\_\_, is amended as  
41 indicated in Exhibit A to this ordinance, which is attached hereto and incorporated by  
42 reference into this ordinance.  
43



1           Section 5. The official zoning maps maintained pursuant to SCC 30.21.030 shall  
2 be revised to reflect the zoning change adopted by the County Council as indicated in  
3 Exhibit B to this ordinance, which is attached hereto and incorporated by reference into  
4 this ordinance.

5  
6           Section 6. Section XX of the Snohomish County GMACP Transportation  
7 Element, last amendment by Amended Ordinance No. 24-033 on \_\_\_\_\_, is  
8 amended as indicated in Exhibit C to this ordinance, which is attached hereto and  
9 incorporated by reference into this ordinance.

10  
11           Section 7. The County Council directs the code reviser to update SCC 30.10.060  
12 pursuant to SCC 1.02.020(3).

13  
14           Section 8. Consistent with RCW 36.70A.067, the effective date of this ordinance  
15 is after the latest of the following dates: (1) 60 days after the date of publication of notice  
16 of adoption of this ordinance, as provided in RCW 36.70A.290(2); or (2) if a petition for  
17 review to the Growth Management Hearings Board is timely filed, upon issuance of the  
18 Board's final order affirming the ordinance or a decision by a court of law concluding the  
19 ordinance complies with the GMA.

20  
21           Section 9. Severability and Savings. If any section, sentence, clause, or phrase  
22 of this ordinance shall be held to be invalid by the Growth Management Hearings Board  
23 ("Board"), or unconstitutional by a court of competent jurisdiction, such invalidity or  
24 unconstitutionality shall not affect the validity or constitutionality of any other section,  
25 sentence, clause, or phrase of this ordinance. Provided, however, that if any section,  
26 sentence, clause, or phrase of this ordinance is held to be invalid by the Board or court  
27 of competent jurisdiction, then the section, sentence, clause, or phrase in effect prior to  
28 the effective date of this ordinance shall be in full force and effect for that individual  
29 section, sentence, clause, or phrase as if this ordinance had never been adopted.

30  
31  
32 PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

33  
34 SNOHOMISH COUNTY COUNCIL  
35 Snohomish County, Washington  
36

37  
38 \_\_\_\_\_  
39 Council Chair  
40  
41  
42

1  
2 ATTEST:  
3  
4 \_\_\_\_\_  
5  
6

7 ( ) APPROVED  
8 ( ) EMERGENCY  
9 ( ) VETOED

DATE: \_\_\_\_\_

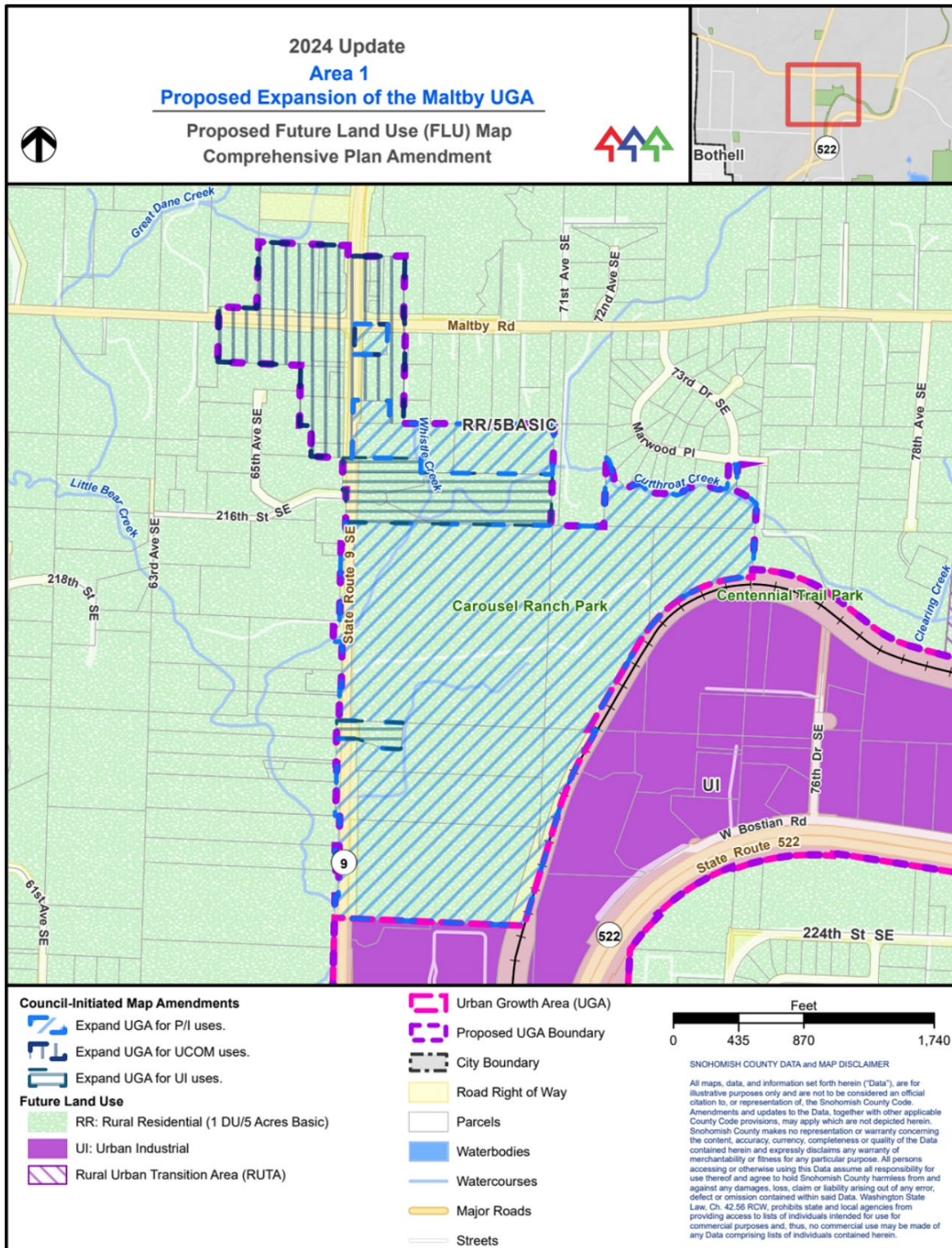
10  
11  
12 \_\_\_\_\_  
13 County Executive

14 ATTEST:  
15  
16 \_\_\_\_\_  
17

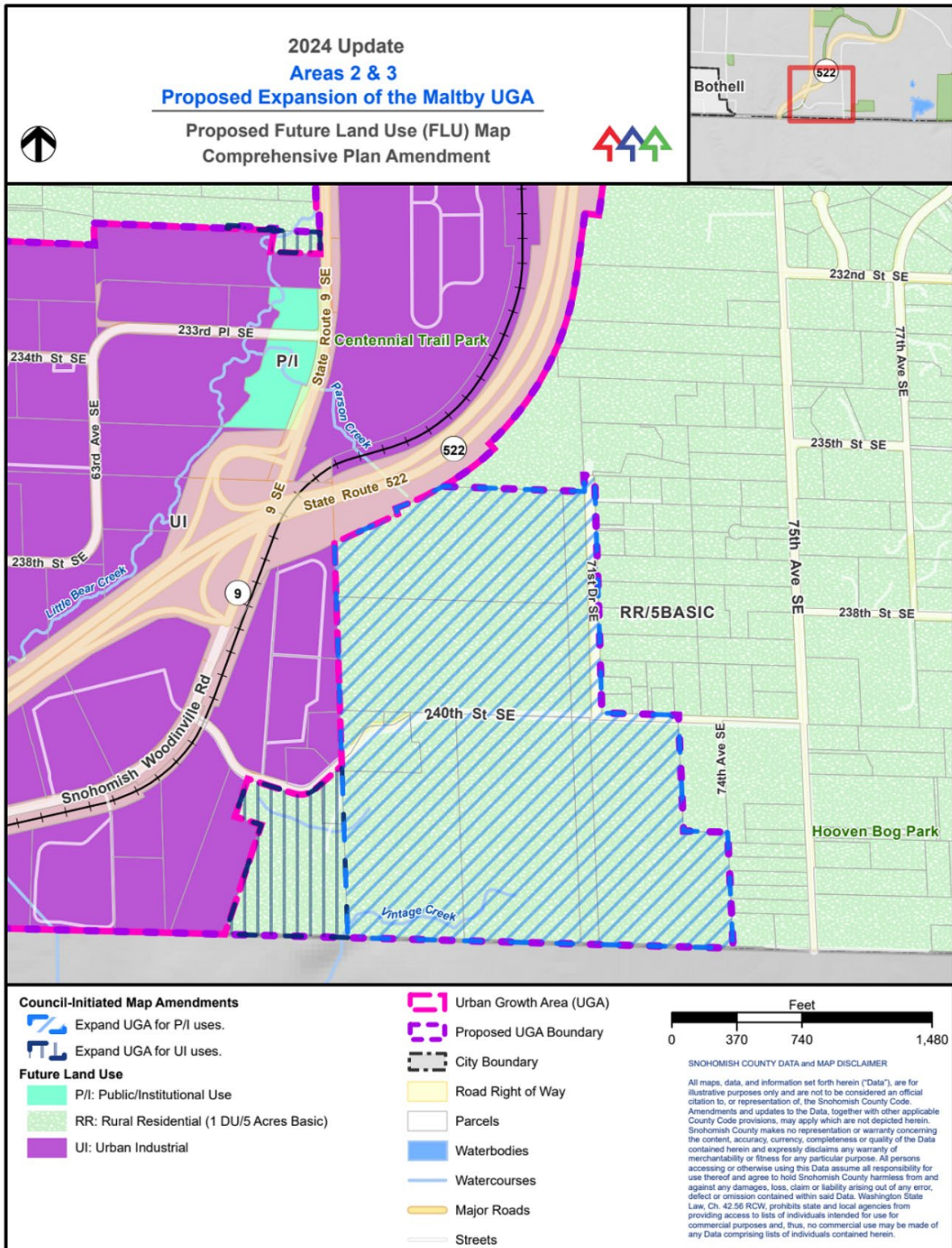
18 Approved as to form only:  
19  
20

21 \_\_\_\_\_  
22 Deputy Prosecuting Attorney  
23

# **Exhibit A** **Ordinance No. 24-101** **Amendments to the FLU Map of the GMACP**





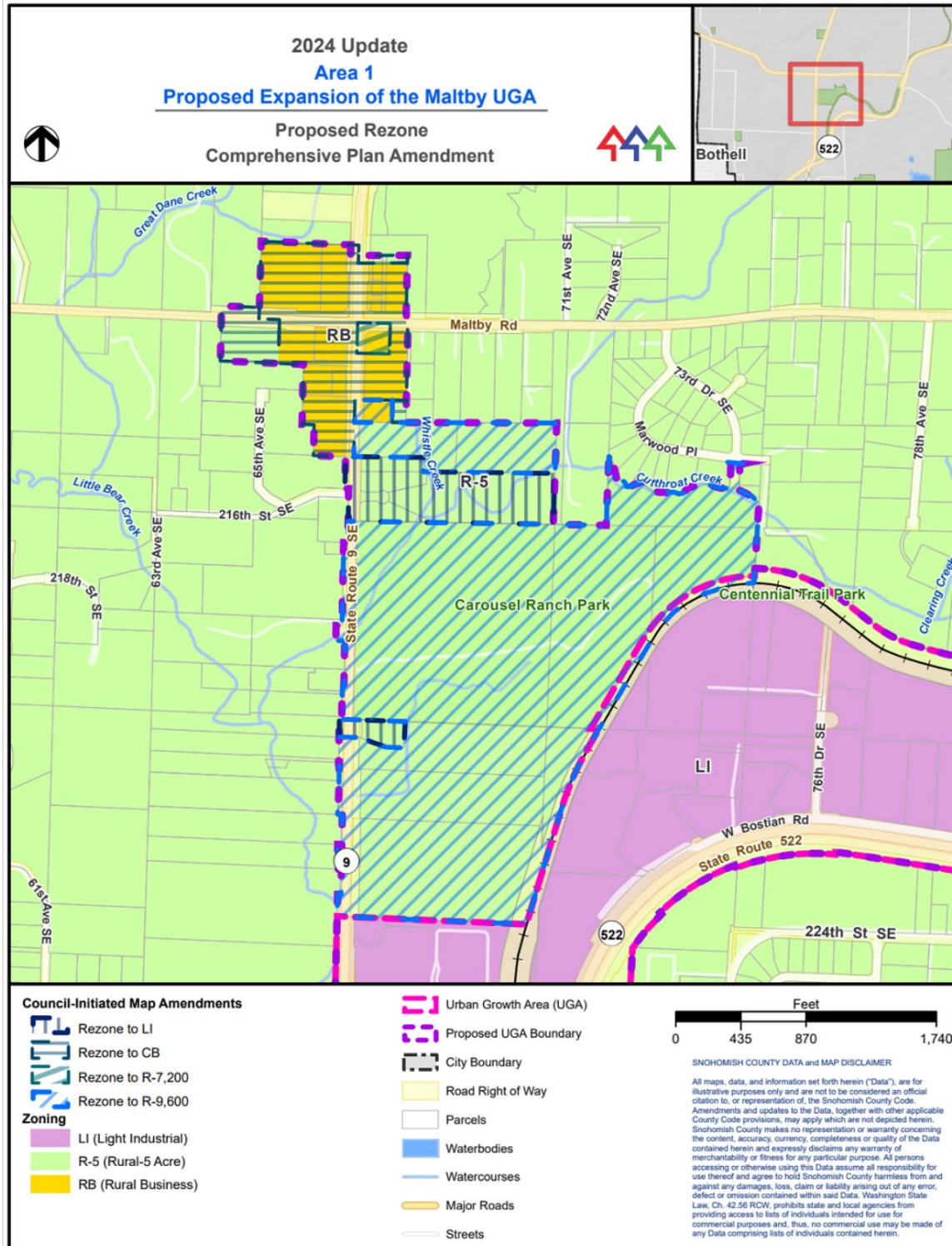


ORDINANCE NO. 24-101

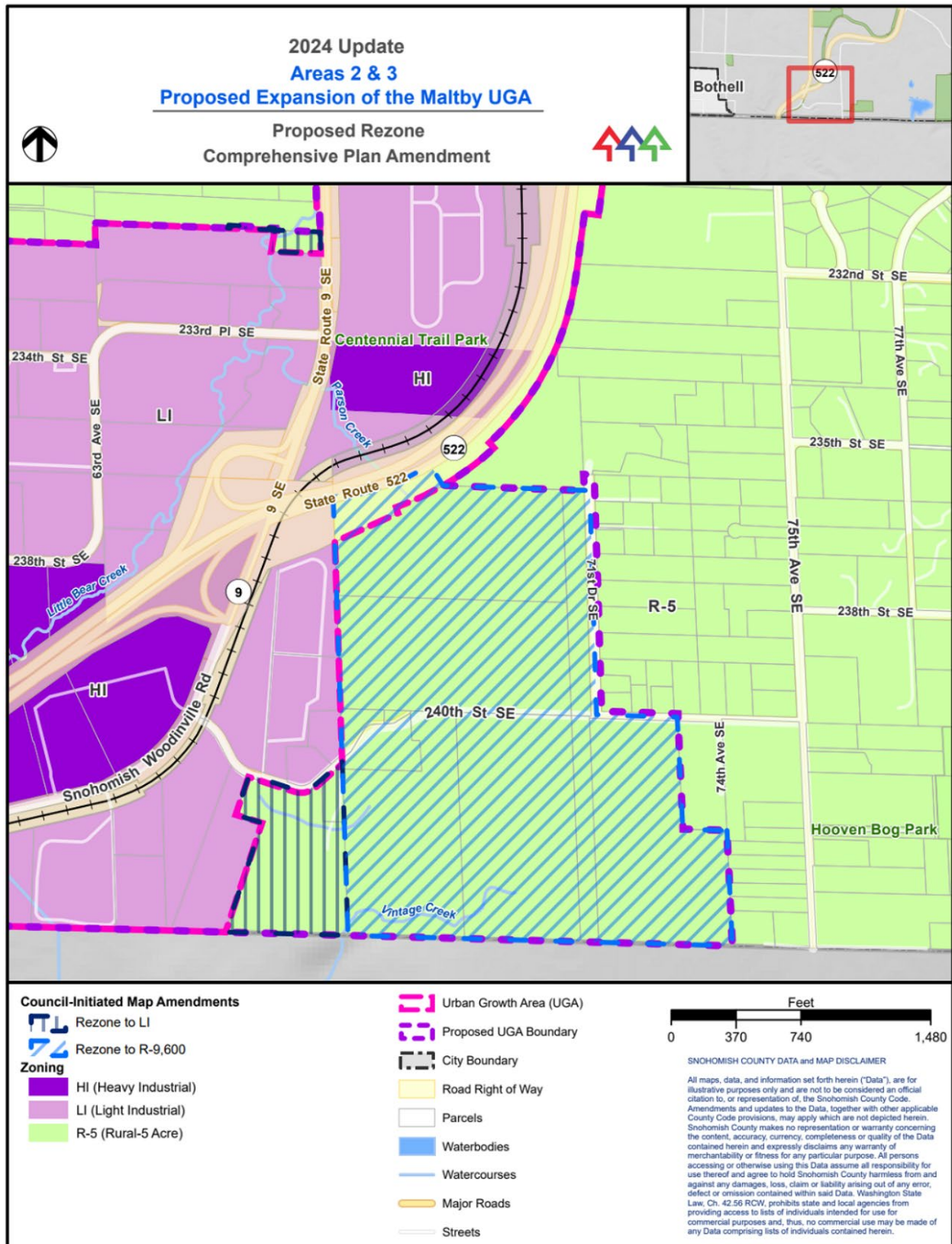
RELATING TO THE GROWTH MANAGEMENT ACT, ADOPTING MAP AMENDMENTS TO THE SNOHOMISH COUNTY GROWTH MANAGEMENT ACT COMPREHENSIVE PLAN, REVISING THE MALTBY URBAN GROWTH AREA AND AMENDING THE FUTURE LAND USE AND OFFICIAL ZONING MAPS AND THE TRANSPORTATION ELEMENT

PAGE A-2

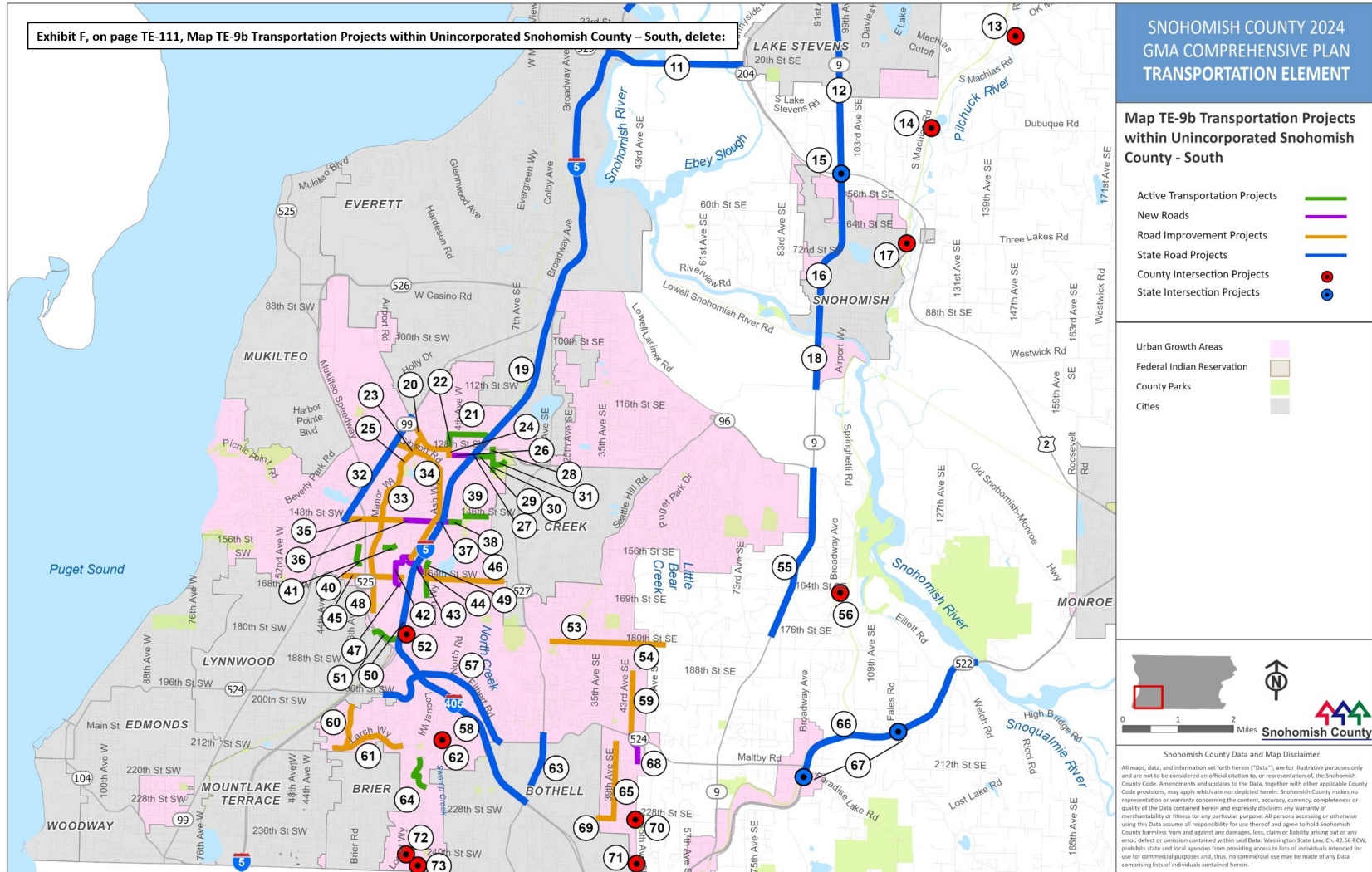
# **Exhibit B** **Ordinance No. 24-101** **Amendments to the Official Zoning Maps**







# **Exhibit C** **Ordinance No. 24-101** **Amendments to the GMACP Transportation Element attached to Ordinance 24-033**





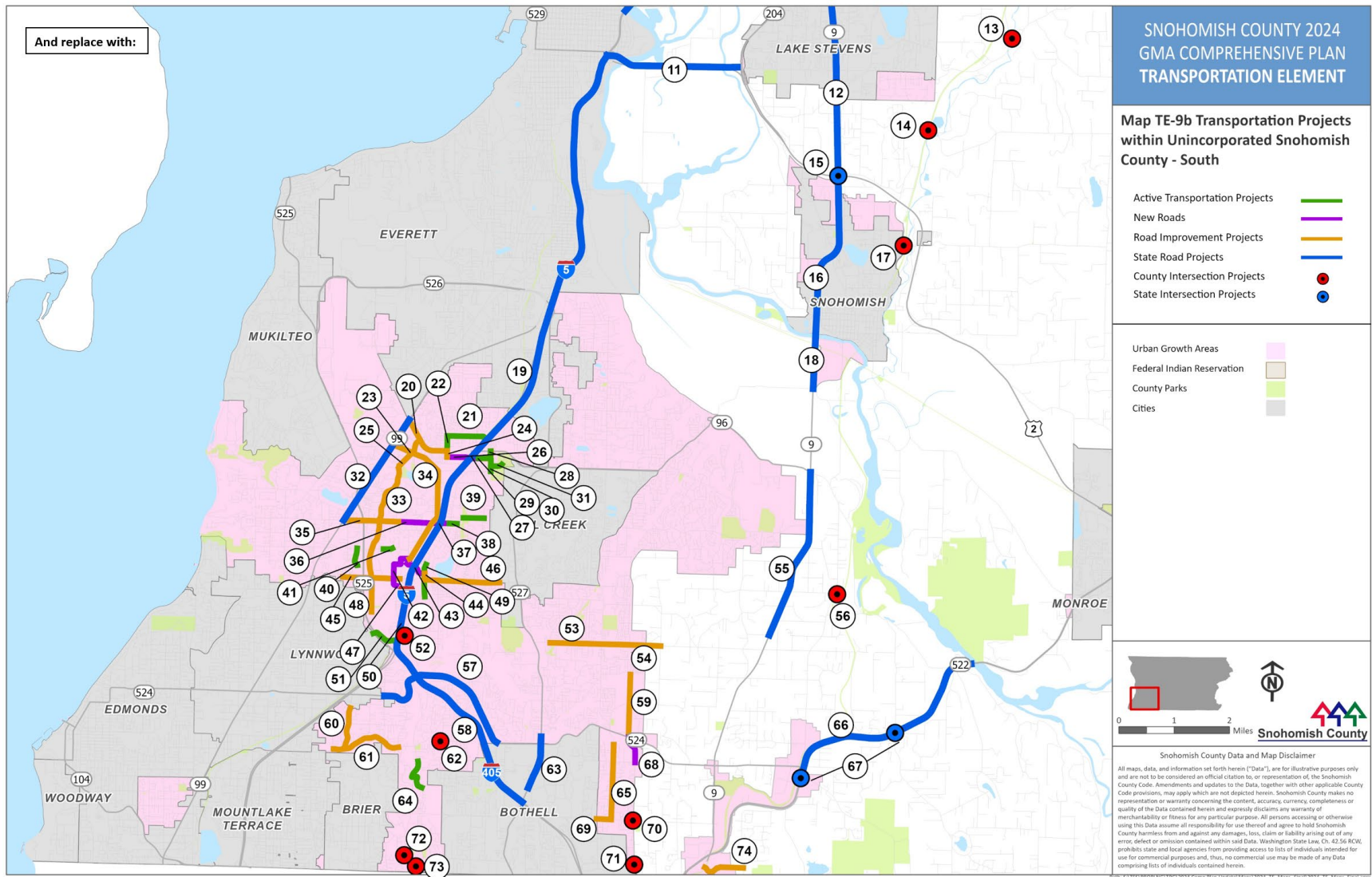




Exhibit F, on page TE-113, Table TE-15 GMA Comp Plan System Improvements - Roadway Improvement Projects, delete:

Project #	Map #	Term	TSA	Project Name	From	To	Description	Project Benefits							
								Concurrency		Supports Transit	Bicycle	Pedestrian	Safety	Freight	Centers Connectivity
								Congestion	Multimodal Corridors						
RI-020	7	Short	A	88th St NE Road Improvement	44 Dr NE	61 Dr NE	Urban 3-lane standards and shared-use paths	X			X	X			
RI-001	20	Long	D	128th St SW/Airport Rd BAT Lanes	SR 99	8th Ave W	Adds BAT lanes on both sides of the road		X	X			X	X	X
RI-014	23	Short	D	Gibson Rd Improvements	SR 99	Ash Way	Urban 3-lane standards with bicycle and pedestrian facilities	X	X		X	X	X		X
RI-019	24	Medium	D	8th Ave W BAT Lanes	130th St	128th St	Adds BAT lanes on both sides of the road		X	X	X				X
RI-011	25	Medium	D	Admiralty Way Improvements	Manor Way	Airport Rd	Urban 3-lane standards with bicycle & pedestrian facilities	X	X		X	X			X
RI-002	29	Medium	D	130th & 3rd BAT Lanes	Meridian Ave	SR 96	Adds transit lanes on both sides of the road		X	X					X
RI-016	33	Medium	D	Manor Way Improvements	164th St SW	Admiralty Way	Urban 3-lane standards with bicycle & pedestrian facilities	X	X		X	X	X		X
RI-013	34	Medium	D	Ash Way Improvements	18th Ave W	Gibson Rd	Urban 3-lane standards with bicycle & pedestrian facilities	X	X	X	X	X	X		X
RI-003	35	Medium	D	148th St SW Improvements	35th Ave W	Jefferson Way	Urban 3-lane standards with bicycle and pedestrian facilities	X	X	X	X	X	X		
RI-017	44	Medium	D	Meadow Rd BAT Lanes	164th St SW	Ash Way Direct Access	Urban 4 or 5-lane standards		X	X		X			X
RI-004	45	Long	D	164th St BAT Lanes & Trail	36th Ave W	Ash Way	Adds BAT lanes on both sides of the road and a new shared-use path on the north side of 164th St SW		X	X	X	X	X	X	X
RI-005	46	Long	D	164th St BAT Lanes & Trail	Meadow Rd	Mill Creek C/L	Adds BAT lanes on both sides of the road and a new shared-use path on the north side of 164th St SW		X	X	X	X	X	X	X
RI-012	48	Short	D	Alderwood Mall Parkway Improvements	SR 525 Onramp	168th St SW	Urban 5-lane standards with bicycle and pedestrian facilities	X	X	X	X	X	X		X
RI-007	53	Short	D	180th St SE (Brook/35th) Improvements	Brook Blvd	35th Ave SE	Urban 5-lane standards with bicycle and pedestrian facilities	X			X	X	X		
RI-006	54	Long	E	180th St SE Improvements	35th Ave SE	51st Ave SE	Urban 3-lane with bicycle and pedestrian standards from 35th Ave SE to UGA boundary and rural 2-lane standards from UGA boundary to 51st St SE	X			X	X	X		
RI-010	59	Short	E	43rd Ave SE (204th/188th) Improvements	204th St SE	188th Pl SE	Rural 2-lane standards with pedestrian facilities	X				X			
RI-018	60	Short	E/F	Poplar Way Improvements	Larch Way	Lynnwood C/L	Urban 3-lane standards with bicycle & pedestrian facilities	X	X		X	X	X		X
RI-015	61	Medium	F	Larch Way Improvements	212 St SW	Cypress Way	Urban 3-lane standards with bicycle & pedestrian facilities	X	X		X	X	X		X
RI-009	65	Medium	E/F	39th Ave SE Improvements	228th St SE	207th St SE	Urban 3-lane standards with bicycle & pedestrian facilities	X			X	X	X		X
RI-008	69	Short	F	228th St SE Improvements	35 Ave SE	39th Ave SE	Urban 4-Lane Standards with bicycle & pedestrian facilities & intersection improvements at 35 & 39 Ave SE	X			X	X	X		X
							Estimated Total Cost of Road Improvement Projects							\$466,000,000	

ORDINANCE NO. 24-101

RELATING TO THE GROWTH MANAGEMENT ACT, ADOPTING MAP AMENDMENTS TO THE SNOHOMISH COUNTY GROWTH MANAGEMENT ACT COMPREHENSIVE PLAN, REVISING THE MALTBY URBAN GROWTH AREA AND AMENDING THE FUTURE LAND USE AND OFFICIAL ZONING MAPS AND THE TRANSPORTATION ELEMENT  
PAGE C-3

And replace with:

Project #	Map #	Term	TSA	Project Name	From	To	Description	Project Benefits							
								Concurrency		Supports Transit	Bicycle	Pedestrian	Safety	Freight	Centers Connectivity
								Congestion	Multimodal Corridors						
RI-020	7	Short	A	88th St NE Road Improvement	44 Dr NE	61 Dr NE	Urban 3-lane standards and shared-use paths	X			X	X			
RI-001	20	Long	D	128th St SW/Airport Rd BAT Lanes	SR 99	8th Ave W	Adds BAT lanes on both sides of the road		X	X			X	X	X
RI-014	23	Short	D	Gibson Rd Improvements	SR 99	Ash Way	Urban 3-lane standards with bicycle and pedestrian facilities	X	X		X	X	X		X
RI-019	24	Medium	D	8th Ave W BAT Lanes	130th St	128th St	Adds BAT lanes on both sides of the road		X	X	X				X
RI-011	25	Medium	D	Admiralty Way Improvements	Manor Way	Airport Rd	Urban 3-lane standards with bicycle & pedestrian facilities	X	X		X	X			X
RI-002	29	Medium	D	130th & 3rd BAT Lanes	Meridian Ave	SR 96	Adds transit lanes on both sides of the road		X	X					X
RI-016	33	Medium	D	Manor Way Improvements	164th St SW	Admiralty Way	Urban 3-lane standards with bicycle & pedestrian facilities	X	X		X	X	X		X
RI-013	34	Medium	D	Ash Way Improvements	18th Ave W	Gibson Rd	Urban 3-lane standards with bicycle & pedestrian facilities	X	X	X	X	X	X		X
RI-003	35	Medium	D	148th St SW Improvements	35th Ave W	Jefferson Way	Urban 3-lane standards with bicycle and pedestrian facilities	X	X	X	X	X	X		
RI-017	44	Medium	D	Meadow Rd BAT Lanes	164th St SW	Ash Way Direct Access	Urban 4 or 5-lane standards		X	X		X			X
RI-004	45	Long	D	164th St BAT Lanes & Trail	36th Ave W	Ash Way	Adds BAT lanes on both sides of the road and a new shared-use path on the north side of 164th St SW		X	X	X	X	X	X	X
RI-005	46	Long	D	164th St BAT Lanes & Trail	Meadow Rd	Mill Creek C/L	Adds BAT lanes on both sides of the road and a new shared-use path on the north side of 164th St SW		X	X	X	X	X	X	X
RI-012	48	Short	D	Alderwood Mall Parkway Improvements	SR 525 Onramp	168th St SW	Urban 5-lane standards with bicycle and pedestrian facilities	X	X	X	X	X	X		X
RI-007	53	Short	D	180th St SE (Brook/35th) Improvements	Brook Blvd	35th Ave SE	Urban 5-lane standards with bicycle and pedestrian facilities	X			X	X	X		
RI-006	54	Long	E	180th St SE Improvements	35th Ave SE	51st Ave SE	Urban 3-lane with bicycle and pedestrian standards from 35th Ave SE to UGA boundary and rural 2-lane standards from UGA boundary to 51st St SE	X			X	X	X		
RI-010	59	Short	E	43rd Ave SE (204th/188th) Improvements	204th St SE	188th Pl SE	Rural 2-lane standards with pedestrian facilities	X				X			
RI-018	60	Short	E/F	Poplar Way Improvements	Larch Way	Lynnwood C/L	Urban 3-lane standards with bicycle & pedestrian facilities	X	X		X	X	X		X
RI-015	61	Medium	F	Larch Way Improvements	212 St SW	Cypress Way	Urban 3-lane standards with bicycle & pedestrian facilities	X	X		X	X	X		X
RI-009	65	Medium	E/F	39th Ave SE Improvements	228th St SE	207th St SE	Urban 3-lane standards with bicycle & pedestrian facilities	X			X	X	X		X
RI-008	69	Short	F	228th St SE Improvements	35 Ave SE	39th Ave SE	Urban 4-Lane Standards with bicycle & pedestrian facilities & intersection improvements at 35 & 39 Ave SE	X			X	X	X		X
RI-021	74	Long	E	240th St SW Improvements	Woodinville Rd	75th Ave SE	Standards improvements to 240th St SW from Woodinville Rd to 75th Ave SE and add shared-use path				X	X	X		
							Estimated Total Cost of Road Improvement Projects							\$478,000,000	

ORDINANCE NO. 24-101

RELATING TO THE GROWTH MANAGEMENT ACT, ADOPTING MAP AMENDMENTS TO THE SNOHOMISH COUNTY GROWTH MANAGEMENT ACT COMPREHENSIVE PLAN, REVISING THE MALTBY URBAN GROWTH AREA AND AMENDING THE FUTURE LAND USE AND OFFICIAL ZONING MAPS AND THE TRANSPORTATION ELEMENT  
PAGE C-4

Exhibit F, on page TE-115, Table TE-17 GMA Comp Plan System Improvements - Active Transportation Projects, delete:

Project #	Map #	Term	TSA	Project Name	From	To	Description	Project Benefits							
								Concurrency		Supports Transit	Bicycle	Pedestrian	Safety	Freight	Centers Connectivity
								Congestion	Multimodal Corridors						
AT-001	21	Medium	D	124th St SW Bike/Ped Improvements	8th St	Interurban Trail	New bicycle and pedestrian facilities				X	X			X
AT-005	22	Medium	D	8th Ave W Bike & Ped Improvements	128th St SW	124th St SW	New bicycle and pedestrian facilities				X	X			X
AT-007	28	Medium	D	Interurban Trail - 130th St/3rd Ave	128th St	Meridian Ave S	New shared-use path				X	X			X
AT-004	30	Long	D	3rd Ave SE Greenway	Interurban Trail	End of 3rd Ave SE cul-de-sac	New greenway				X				X
AT-011	31	Medium	D	McCollum Park Connector Trail	3rd Ave SE	McCollum Park West and to 134th St SW	New shared-use path				X	X			X
AT-003	38	Medium	D	148th St SW Trail	Meadow Rd	Martha Lake Airport Park	New shared-use path				X	X			
AT-002	39	Medium	D	146th St SE Ped Improvements	Martha Lake Airport Pk	Cascadian Way	New pedestrian facilities					X			
AT-006	40	Medium	D	Admiralty Way Greenway	156th St	159th Pl	New greenway				X				X
AT-012	41	Long	D	Swamp Creek Bridge Trail	156th St SW	Oak Rd	New shared-use path				X	X			
AT-008	49	Short	D	Interurban Trail - 13th Ave W/Meadow Rd	167th Pl SW	Interurban Trail	New shared-use path on the west side only				X	X			X
AT-009	51	Medium	D/F	Interurban Trail - Maple Rd & Ped Bridge	Ash Way (Lynnwood C/L)	Interurban Trail	New bicycle/pedestrian only I-5 bridge overcrossing and a new protected shared-use path				X	X			
AT-010	64	Long	F	Locust to 14th Ave W Bike Improvements	215th Pl SW	14th Ave W	New greenway and a new shared-use path on the east side of Locust Way				X	X			
							Estimated Total Cost of Active Transportation Projects							\$47,000,000	
							Estimated Total of All County Projects							\$950,000,000	

ORDINANCE NO. 24-101

RELATING TO THE GROWTH MANAGEMENT ACT, ADOPTING MAP AMENDMENTS TO THE SNOHOMISH COUNTY GROWTH MANAGEMENT ACT COMPREHENSIVE PLAN, REVISING THE MALTBY URBAN GROWTH AREA AND AMENDING THE FUTURE LAND USE AND OFFICIAL ZONING MAPS AND THE TRANSPORTATION ELEMENT  
PAGE C-5

And replace with:

Project #	Map #	Term	TSA	Project Name	From	To	Description	Project Benefits							
								Concurrency		Supports Transit	Bicycle	Pedestrian	Safety	Freight	Centers Connectivity
								Congestion	Multimodal Corridors						
AT-001	21	Medium	D	124th St SW Bike/Ped Improvements	8th St	Interurban Trail	New bicycle and pedestrian facilities				X	X			X
AT-005	22	Medium	D	8th Ave W Bike & Ped Improvements	128th St SW	124th St SW	New bicycle and pedestrian facilities				X	X			X
AT-007	28	Medium	D	Interurban Trail - 130th St/3rd Ave	128th St	Meridian Ave S	New shared-use path				X	X			X
AT-004	30	Long	D	3rd Ave SE Greenway	Interurban Trail	End of 3rd Ave SE cul-de-sac	New greenway				X				X
AT-011	31	Medium	D	McCollum Park Connector Trail	3rd Ave SE	McCollum Park West and to 134th St SW	New shared-use path				X	X			X
AT-003	38	Medium	D	148th St SW Trail	Meadow Rd	Martha Lake Airport Park	New shared-use path				X	X			
AT-002	39	Medium	D	146th St SE Ped Improvements	Martha Lake Airport Pk	Cascadian Way	New pedestrian facilities					X			
AT-006	40	Medium	D	Admiralty Way Greenway	156th St	159th Pl	New greenway				X				X
AT-012	41	Long	D	Swamp Creek Bridge Trail	156th St SW	Oak Rd	New shared-use path				X	X			
AT-008	49	Short	D	Interurban Trail - 13th Ave W/Meadow Rd	167th Pl SW	Interurban Trail	New shared-use path on the west side only				X	X			X
AT-009	51	Medium	D/F	Interurban Trail - Maple Rd & Ped Bridge	Ash Way (Lynnwood CL)	Interurban Trail	New bicycle/pedestrian only I-5 bridge overcrossing and a new protected shared-use path				X	X			
AT-010	64	Long	F	Locust to 14th Ave W Bike Improvements	215th Pl SW	14th Ave W	New greenway and a new shared-use path on the east side of Locust Way				X	X			
							Estimated Total Cost of Active Transportation Projects							\$47,000,000	
							Estimated Total of All County Projects							\$962,000,000	

ORDINANCE NO. 24-101

RELATING TO THE GROWTH MANAGEMENT ACT, ADOPTING MAP AMENDMENTS TO THE SNOHOMISH COUNTY GROWTH MANAGEMENT ACT COMPREHENSIVE PLAN, REVISING THE MALTBY URBAN GROWTH AREA AND AMENDING THE FUTURE LAND USE AND OFFICIAL ZONING MAPS AND THE TRANSPORTATION ELEMENT  
PAGE C-6

**Exhibit F, on page TE-120, Section III. Current Law Revenue vs. Funding Needs, delete:**

Table TE-19 summarizes current law revenue forecasts and compares them with projected funding needs by planning period. While current law revenues are expected to cover operations, maintenance, and core capital expenses, they are insufficient to fund the projects needed to support growth—the result is a \$646 million shortfall over the plan. The following section considers new potential funding sources that may be able to bridge the gap, wholly or in part.

**And replace with:**

Table TE-19 summarizes current law revenue forecasts and compares them with projected funding needs by planning period. While current law revenues are expected to cover operations, maintenance, and core capital expenses, they are insufficient to fund the projects needed to support growth—the result is a \$658 million shortfall over the plan. The following section considers new potential funding sources that may be able to bridge the gap, wholly or in part.

**Exhibit F, on page TE-120, Table TE-19 Funding Needs – 2024 through 2044 (YOE Dollars), delete:**

Expenditures Programs	2024 -2030 (\$ Millions)	2031-2037 (\$ Millions)	2038-2044 (\$ Millions)	Total (\$ Millions)
Operations & Maintenance	\$719	\$830	\$969	\$2,518
Core Capital	\$112	\$147	\$194	\$454
GMA Comp Plan System Improvements	\$95	\$476	\$379	\$950
Total	\$926	\$1,453	\$1,542	\$3,922
Current Law Revenues	\$952	\$1,062	\$1,261	\$3,276
Funding Surplus/Shortfall	\$28	(\$391)	(\$281)	(\$646)

**And replace with:**

Expenditures Programs	2024 -2030 (\$ Millions)	2031-2037 (\$ Millions)	2038-2044 (\$ Millions)	Total (\$ Millions)
Operations & Maintenance	\$719	\$830	\$969	\$2,518
Core Capital	\$112	\$147	\$194	\$454
GMA Comp Plan System Improvements	\$95	\$476	\$391	\$962
Total	\$926	\$1,453	\$1,554	\$3,934
Current Law Revenues	\$952	\$1,062	\$1,261	\$3,276
Funding Surplus/Shortfall	\$28	(\$391)	(\$293)	(\$658)

**Exhibit F, on page TE-120, Section IV. Potential Additional Revenue Sources, delete:**

Given that the County's current law revenue forecast over the 20-year planning horizon of this plan is \$3.28 billion, with the costs to operate, maintain, and preserve the existing system taking up 91% of that amount, very little remains to pay for improvements to support growth. As noted above, a \$646 million shortfall is expected.

**And replace with:**

Given that the County's current law revenue forecast over the 20-year planning horizon of this plan is \$3.28 billion, with the costs to operate, maintain, and preserve the existing system taking up 91% of that amount, very little remains to pay for improvements to support growth. As noted above, a \$658 million shortfall is expected.

**Exhibit F, on page TE-125, Section V. Financial Plan Summary and Conclusions, delete:**

Current law revenues fall short of the level needed to both maintain the existing system and build the infrastructure needed to support growth. However, the County has identified realistic potential new funding sources that total just over \$1 billion, enough to bridge the \$646 million funding gap (Table TE-20).

**And replace with:**

Current law revenues fall short of the level needed to both maintain the existing system and build the infrastructure needed to support growth. However, the County has identified realistic potential new funding sources that total just over \$1 billion, enough to bridge the \$658 million funding gap (Table TE-20).

SNOHOMISH COUNTY COUNCIL  
SNOHOMISH COUNTY, WASHINGTON

## AMENDED ORDINANCE NO. 96-073

ESTABLISHING AN URBAN GROWTH AREA FOR  
THE UNINCORPORATED MALTBY INDUSTRIAL AREA

WHEREAS, the Snohomish County Council adopted a GMA Comprehensive Plan on June 28, 1995; and

WHEREAS, the GMA requires the county to adopt development regulations that are consistent with the county's adopted GMA Comprehensive Plan; and

WHEREAS, the Central Puget Sound Growth Management Hearings Board issued a Finding of Noncompliance on November 3, 1995 (*Hensley, et al v. Snohomish County*, Case No. 95-3-0043 (*Hensley II*)) and directed the County to adopt its zoning code as a GMA development regulation; and

WHEREAS, several appellants filed appeals to various provisions of the plan with the Central Puget Sound Growth Management Hearings Board (*Sky Valley, et al. v. Snohomish County*, Consolidated Case No. 95-3-0068c, (*Sky Valley*)); and

WHEREAS, the Board issued a Final Decision and Order in *Sky Valley* on March 12, 1996, and an Order on Motions to Reconsider and Correct on April 15, 1996, and directed the county to reconsider and amend, if necessary, some portions of the text and maps of its GMA Comprehensive Plan; and

WHEREAS, the Central Puget Sound Growth Management Hearings Board issued a Finding of Noncompliance in *Sky Valley* on November 5, 1996, and set a new compliance date of December 2, 1996; and

WHEREAS, the Snohomish County Planning Commission held hearings on July 16, 23, and 25, 1996, on draft text and map amendments; and

WHEREAS, the Snohomish County Council held public hearings on October 14, 21, 28, and 30, and November 4, 6, 18, 25 and 27, 1996, to consider the Planning Commission's recommendations; and

WHEREAS, the county council considered the entire hearing record including the Planning Commission's recommendation, and written and oral testimony submitted during the council hearings.

NOW, THEREFORE, BE IT ORDAINED:

Section 1. The Snohomish County Council makes the following findings:

- A. The Central Puget Sound Growth Management Hearings Board issued a Final Decision and Order on March 12, 1996, instructing the county to delete the Maltby Employment Area from the rural area, or designate it as a UGA, or otherwise amend the GMA Comprehensive Plan to make it consistent with the goals and requirements of the GMA.
- B. The cities, towns, Tulalip Tribes and the county have used "Snohomish County Tomorrow" (SCT) to develop and agree upon countywide planning policies addressing criteria for UGA boundaries.
- C. The Maltby UGA is an unincorporated area characterized by existing urban industrial and commercial development of a significant size and of a long term duration.
- D. The Maltby UGA is an unincorporated area currently served by existing urban governmental services including a public water system. Sanitary sewer service for this area was approved by county council motions No. 92-298, 94-334, and 94-335.
- E. The Maltby UGA primarily includes lands that are currently designated industrial and commercial in the Cathcart-Maltby-Clearview and North Creek Area Comprehensive Plans.
- F. The county has undertaken a planning process for the Maltby UGA including two public workshops and has consulted with the City of Woodinville, service providers and interest groups.
- G. The City of Woodinville has participated in the GPP development, hearing and adoption process and has documented its proposal for a UGA boundary in the Maltby Employment Area.
- H. All proposed options for the Maltby UGA include the so-called Grace area in the south half of the Maltby UGA except for the University of Washington branch campus site which is not included in the UGA because (1) it has previously been designated rural residential, and (2) a change from a rural residential to an urban designation would not be directly related to necessary remand actions and should be pursued through the annual docketing process.
- I. The planning commission held three public hearings on proposed amendments to the county's GMA Comprehensive Plan prepared in response to the Board's direc



tion and received oral testimony from individuals and organizations regarding the proposed inclusion of the Maltby Employment area in a UGA.

- J. Citizens, interest groups, agencies, cities and the press were notified of the planning commission's public hearings by means of a published legal notice, news releases, and a notice sent to more than 6,300 individuals and organizations. Individual notices were also sent to owners of affected and adjacent properties in the new Maltby UGA where there are proposed zoning changes. The various notices were given in accordance with Snohomish County Code, state law and bylaws of the Snohomish County Planning Commission.
- K. The planning commission received, reviewed and considered documents which were submitted by citizens, interest groups and organizations and are all part of the commission's hearing record.
- L. The county council held public hearings on the planning commission's recommendations on October 14, 21, 28, and 30, and November 4, 6, 18, 19, 25 and 27, 1996, to consider the Planning Commission's recommendations and take public testimony. The hearings were widely publicized through the media. Individual mailed notice was sent to over 125,000 individuals and groups, and the county council received over 1300 written exhibits in the hearing record.
- M. The planning commission and the county council reviewed and considered three options for UGA boundaries presented in the PDS staff report, as well as public testimony summarized in Exhibit 1163 entitled "Maltby UGA Oral and Written Testimony Summary" which testimony offered plan and map amendments to the various options. The Council amended the recommended UGA for the following parcels:
  - a. Vangemert property. Exh. 1115 This 5-acre site is located immediately north of the King County line and east of the UGA as recommended by the planning commission. It will be added to the UGA. The current zoning line between RC and LI runs along the subject site's west property line. On two sides the lots surrounding the property are already zoned LI and have been operating under this zone for many years. The property to the south across the King County line is also zoned LI and owned by a construction company.
  - b. Richards/Kottsick. Exhs. 1017, 1018. Council agreed with a request to leave this site outside the UGA based upon the existing zoning line. PDS staff supports this change as correction of an error. The site is currently designated as Maltby Employment Area and zoned RC, and would go to the Rural Residential plan designation and a Rural-5 Acre zone.

- c. First Western Development/Lindsay property. Exhs. 875, 997. This approximately 10-acre site is currently vacant, located adjacent to and north of the northern UGA line along 200th St. S.E. and west of Broadway as recommended by the planning commission. Proponent requested inclusion in the UGA. Council will include the site in the UGA based upon adjacent industrial designation and development.
- d. Burgess property. Exhs. 24, 993. This 2.2 acre site is located on the northwest corner of Maltby Rd. and 86th Ave. SE, one block west of the proposed western UGA boundary recommended by the planning commission. Council action adds the site to the UGA as well as the connecting property between the site and the planning commission-proposed UGA line. Continued residential use is inappropriate because of proximity to and impacts from intensely developing industrial properties including high noise and traffic levels around the clock, available water main service, and the growing area employment base's need for local commercial services.
- e. West property. Exhs. 871, 1156. The West site is located south of 200th St. and east of Broadway, adjacent to the UGA line recommended by the planning commission. Council action extends the UGA to include West's entire parcel # 242705-1-014. This action meets the original intent of the planning commission to include all existing parcels with industrial uses in the Maltby UGA.
- f. Maltby Associates. Exhs. 21, 310 872, 873, 1089. Maltby Associates' property south of the BPA transmission easement was in the planning commission-recommended UGA, but the northwest portion was left out. Proximity to existing and designated industrial uses, availability of necessary utilities, and substantially changed circumstances in this area in recent years in the form of increased industrial uses support inclusion of these properties in the UGA.
- g. Moore property. Exh. 867. This site is located in the northeast quadrant of the intersection of Paradise Lake Rd. and SR-522. Council will include this in the UGA based upon the urban commercial nature of the uses and future uses surrounding the site, area traffic including the planned SR 522 interchange, and its proximity to the UGA line as recommended by the planning commission.
- h. Monroe School District property. Exh. 196. This 32-acre site is located in the southeast quadrant of the intersection of Paradise Lake Rd. and SR-522. Council will include this site for the same reasons as the Moore property, described above. Council also includes the adjacent interchange and the small area of land in between the interchange and the two sites (Moore and subject site). This change will allow essential utilities to be available to the school district and related school park areas.

- i. Ostolaza property. Exh. 82. This 1 and 1/2 acre parcel is within the planning commission-recommended UGA. Council will adopt a plan designation of Urban Industrial (UI) and implementing zone of Light Industrial (LI) based upon the site's location within the Bonneville power line easement, and adjoining steel yard to the south; SR 522 to the east; and Yew Way and the railroad right of way to the west. These changes are more appropriate designations for the site than the Urban Commercial designation and Planned Community Business zone recommended by the planning commission.
- N. The GPP includes commitments to a population and employment target reconciliation process, subsequent growth and land capacity monitoring processes, and a GPP and UGA amendment process which will ensure an adequate land supply for industrial and other land uses throughout the 20-year planning period.
- O. The basis for a continued city/county coordination and planning for this and other UGAs has been established in the GPP.
- P. Addenda No. 4 (July 5, 1996) and 6 (November 22, 1996) to the Final Environmental Impact Statement (FEIS) for the Snohomish County Comprehensive Plan were prepared for the proposal to satisfy SEPA requirements. The addenda describe the proposed comprehensive plan and development regulation amendments contained in Amended Ordinances 96-071, 96-073, 96-074, 96-075, and 96-076, and analyze their impacts. The amendments adopted in the listed ordinances are within the range of alternatives and scope of analysis contained in the FEIS. The addenda performed the function of keeping the public apprised of the refinement of the original comprehensive plan proposal by adding new information. The council concludes that SEPA compliance has been satisfied by these documents.
- Q. Exhibit 1250 entitled "Maltby Area UGA Exhibit A UGA Boundary - County Council Proposal" is the revised boundary for the UGA which is adopted by this ordinance.
- R. The Maltby UGA adequately responds to the specified compliance directives stated in the Final Decision and Order of the Central Puget Sound Growth Management Hearings Board in *Sky Valley*.
- S. The UGA is consistent with the requirements of the GMA, including RCW 36.70A.110 and the planning goals set out in RCW 36.70A.020.
- T. The UGA is consistent with decisions issued by the Central Puget Sound Growth Management Hearings Board interpreting the GMA's requirements for UGAs and for allowable commercial and industrial uses within rural areas (specifically addressed in the *Vashon- Maury* case.)

- U. The UGA is consistent with and coordinated with the Vision 2020 regional growth and transportation plan, the countywide planning policies, and the multi-county planning policies for King, Kitsap, Pierce and Snohomish counties adopted March 1993 by the Puget Sound Regional Council.
- V. The UGA is consistent with the future land use map, as amended, and all other elements and components of the GMA Comprehensive Plan.
- W. There has been early and continuous public participation in the development of the UGA.
- X. The planning commission and the county council have fully considered public input in making its recommendations on the UGA.
- Y. The county has met all state and local requirements for interjurisdictional coordination, public notice and environmental review with regard to the UGA.
- Z. Consistency and coordination of the UGA with adjacent jurisdictions is addressed and ensured by the continuing joint city/county planning process established in the countywide planning policies, interlocal planning agreements between the county and the cities, and the GMACP.
- AA. The notice requirements established by state and county law have been met and exceeded.
- BB. None of the Maltby UGA options would increase the county's population growth capacity since the UGA would not include new residential plan designations.
- CC. SEPA compliance for the proposed action has been satisfied by the issuance of Addenda Nos. 4 and 6 to the Snohomish County Comprehensive Plan, Final EIS.

Section 2. The findings and conclusions adopted by the Snohomish County Council as set out in Section 1 of Amended Ordinance No. 96-074 are incorporated herein by reference.

Section 3. The county council bases its findings of fact and conclusions on the entire record of testimony and exhibits, including all written and oral testimony before the planning commission and county council.

Section 4. Based on the foregoing findings and conclusions, the county council hereby adopts the UGA boundary for the unincorporated Maltby industrial area, shown on a

map entitled "Maltby Area UGA, November 27, 1996" and incorporated herein by reference as Exhibit A. The county council further adopts the UGA boundary for the Maltby Area UGA as a part of the Future Land Use Map of the GMA Comprehensive Plan, first adopted by Amended Ordinance No. 94-125, June 28, 1995, and as amended by Amended Emergency Ordinance No. 96-078, October 14, 1996, and as further amended and attached as Exhibit B to Amended Ordinance No. 96-074, adopted November 27, 1996. UGA maps shall be maintained for public inspection in the department of planning and development services and by the clerk of the council, and copies of said maps shall be made available to the public upon request. For regulatory purposes, the boundary of the UGA is depicted on county assessor's maps incorporated herein as Exhibit B, November 27, 1996.

Section 5. Severability. If any provision of this ordinance or its application to any person or circumstance is held invalid, the remainder of the ordinance or the application of the provision to other persons or circumstances is not affected.

PASSED this 2<sup>nd</sup> day of November, 1996.

ATTEST:

Shirley McCallister  
Clerk of the County Council, asst.

- ( ☒ ) Approved  
( ☐ ) Emergency  
( ☐ ) Vetoed

Snohomish County, Washington

Richard C. Johnson  
Chair, County Council

Date 12/2/96  
[Signature]  
County Executive

Approved as to form:

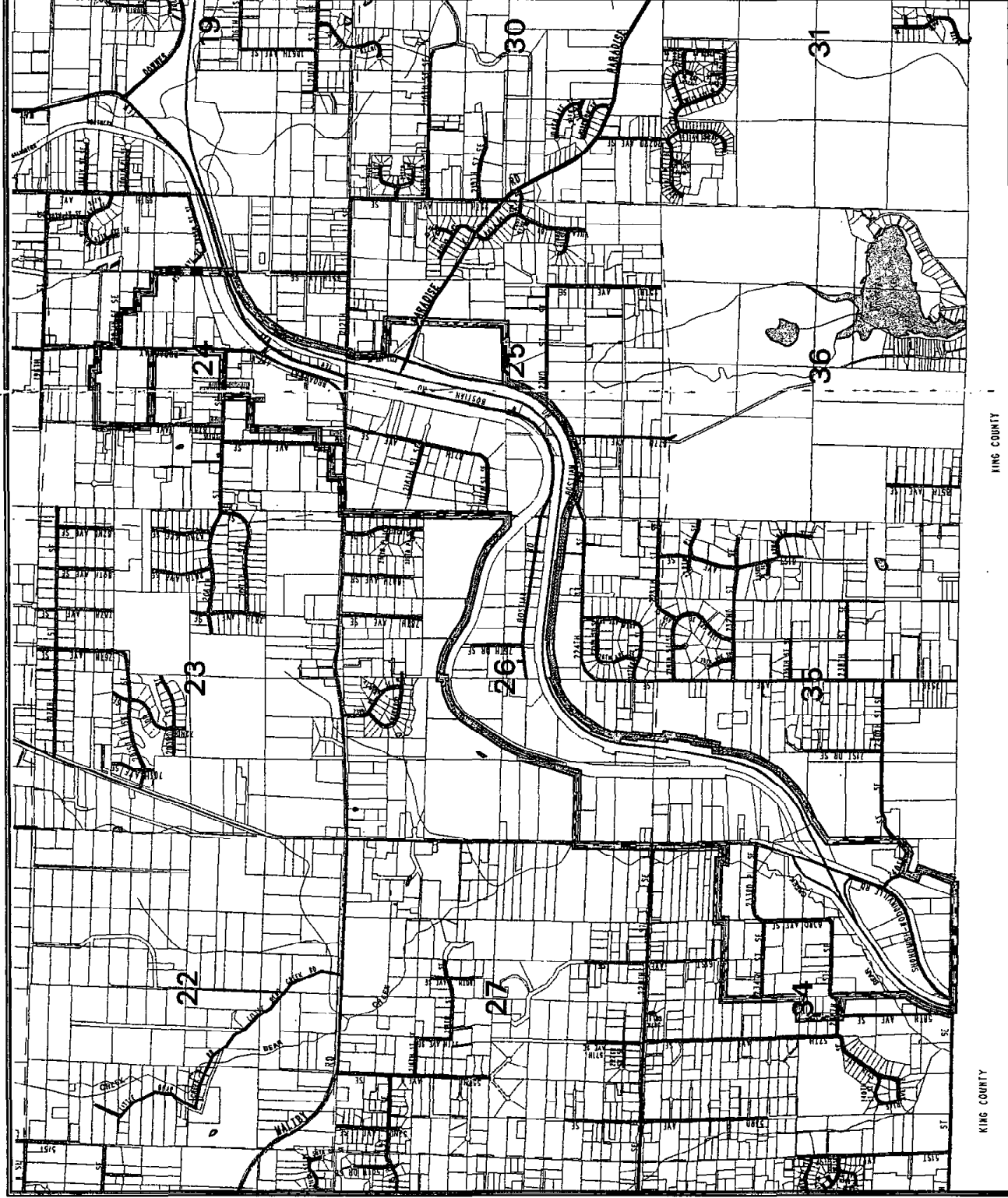
Bonnie Dykes 11/24/96  
Deputy Prosecuting Attorney

ATTEST:

Marilyn B. Abel  
Date 12/2/96

R05 E

◆ R06 E



T 27 N

# MALTBY UGA

County Council

## EXHIBIT A

**N** UGA Boundary

ADOPTED NOVEMBER 27, 1996

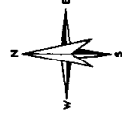
**November 25, 1996**



Scale in Feet

Original map scale 1:24,000

The base used to compile parcelization on this map is incomplete. Please consult the appropriate assessor parcel map for discrepancies and/or updated information.



Snohomish County

SNOHOMISH COUNTY COUNCIL  
SNOHOMISH COUNTY, WASHINGTON



CO00019552

AMENDED ORDINANCE NO. 99-076  
ADOPTING COUNTY INITIATED AREA-WIDE REZONE  
RELATING TO COMMERCIAL AND INDUSTRIAL USES  
WITHIN RURAL AREAS  
PURSUANT TO CHAPTER 32.07 SCC

SNOHOMISH COUNTY COUNCIL

EXHIBIT # 13.1.004

FILE ORD 24-101

WHEREAS, RCW 36.70A.130 and .470 direct counties planning under the Growth Management Act (GMA) to adopt procedures for interested persons to propose amendments and revisions to the comprehensive plan or development regulations; and

WHEREAS, the Snohomish County Council adopted Revised Motion 96-389 setting the 1996 final docket of proposed amendments to the comprehensive plan and development regulations, including direction to the Department of Planning and Development Services (PDS) to prepare plan text and county code amendments to provide a general policy and regulatory framework concerning rural commercial development; and

WHEREAS, PDS completed final review and evaluation of the 1996 final docket, including proposed rural commercial and industrial land use policy and plan map amendments and forwarded a recommendation to the Snohomish County Planning Commission; and

WHEREAS, the planning commission held hearings on the 1996 final docket, including the rural commercial and industrial plan and code amendments, on November 25, 1997, December 16, 1997, January 27, 1998, February 24, 1998, March 10, 1998, and April 21, 1998, and forwarded a recommendation to the county council; and

WHEREAS, the county council adopted Ordinances 98-119 and 98-121 relating to map and text amendments to the GMA Comprehensive Plan and development regulations for Rural Freeway Service and Rural Industrial plan designations and Rural Business (RB), Rural Freeway Service (RFS) and Rural Industrial (RI) zones; and

WHEREAS, the amended plan policies direct the county to rezone all existing commercial and industrial zones in rural areas to either the RB, RFS or RI zones; and

WHEREAS, PDS forwarded a proposed area-wide, county initiated rezone to implement these newly created plan map designations, plan policies and development regulations to the planning commission; and

WHEREAS, the planning commission held hearings on June 22nd and July 27th, 1999 on these proposed rezones and forwarded a recommendation to the county council; and

WHEREAS, the county council conducted hearings on September 29, 1999 and October 27, 1999 to consider the planning commission's recommendation, the entire hearing record, and written and oral testimony submitted during the council hearings.

NOW, THEREFORE, BE IT ORDAINED:

**Section 1:** The Snohomish County Council makes the following findings of fact and conclusions:

- A. The GMA requires the county to adopt development regulations, including a zoning map, that are consistent with the county's adopted GMA Comprehensive Plan.
- B. The recommended rezone action would rezone a total of approximately 358.5 acres in rural areas from various commercial and rural zones to the Rural Business, Rural Freeway Service, or Rural Industrial zone. The location of the areas to be zoned are shown on one map titled "County Initiated Rezones - Rural Business, Rural Freeway Service, and Rural Industrial - West Portion, with Insets" (attached as Exhibit A). The areas to be rezoned are also shown for each affected parcel on a set of more detailed quarter section maps titled "1999 County Initiated Rezones - Rural Business, Rural Freeway Service, and Rural Industrial, Parcel Map Atlas, February, 1999" (attached as Exhibit B).
- C. The approximate acreage for each recommended zoning change is listed in the following table:

Zoning Changes	
Rezone	Approximate Acreage *
CB to RB	21
PCB to RB	8
NB to RB	37
GC to RB	14
FS to RFS	48
NB to RFS	17
LI to RI	156
HI to RI	55
R-5 to RB	2.5
TOTAL ACREAGE	358.5

\* Acreage calculated according to zone boundaries as required by SCC 18.12.060, which establishes zone boundary lines as the centerlines of streets, public alleys, parkways, waterways, or railroad right-of-way lines.



- D. The area-wide rezone includes several properties that previously had a commercial or industrial zone with a contract, conditions, or a concomitant agreement as shown in the following table:

Old Rezone File Number	Location	Old Zone	New Zone
R 23(5-72)	East of Monroe	NB with contract	RB with contract
8510219	Heichel's Corner	NB with conditions	RB with conditions
8912524	SR-92/Getchell Rd.	NB with conditions	RB with conditions
9112388	Startup	CB with conditions	RB with conditions
9209131	SR-92/Getchell Rd.	NB with conditions	RB with conditions
R 24-71	Startup	LI with bond	RI with bond
R 20-80	Smith Island	LI with conditions	RI with conditions
8303069	SR 9/Maltby Rd.	CB with conditions	RB with conditions
8309223	Index	NB with conditions	RB with conditions
8401010	Hartford	LI with conditions	RI with conditions
8501022	Hartford	LI with conditions	RI with conditions
8711511	SR-9/32nd St. SE	PCB with cond.	RB with conditions

- E. William Guimont provided written and oral testimony to the County Council relating to his property ownership at the northwest quadrant of the intersection of Highway 9 and Maltby Road (Tax Parcels 4-022, 4-023, and 4-031). The eastern half of parcel 4-022 (2.5 acres), the entirety of 4-023 and the entirety of 4-031 are currently zoned Commercial Business and are proposed for rezone to Rural Business. The western half of parcel 4-022 (2.5 acres) is currently zoned Rural-5 Acre. Mr. Guimont testified that he has received notification from the State as to a road widening project along SR-9 that will result in the State taking some of his property frontage, thus diminishing the amount of his ownership of Rural Business zoned property. The council finds that the proposed rezone to Rural Business should include the entire 5 acres of Tax Parcel 4-022. Rezoning of the entire site would eliminate dual zoning on a single parcel, and would make the zoning consistent for all three parcels owned by Guimont at that intersection.
- F. The subject rezone of these properties to the RB or RI zones does not affect any of the conditions, contracts or concomitant agreements associated with these zones. However, if any of the conditions or agreements would result in less restrictive requirements than those contained in the RB or RI zones, the requirements of the zone shall prevail.

- G. The area-wide rezone makes the zoning map in rural commercial areas consistent with the corresponding Rural Freeway Service and Rural Industrial designations shown on the Future Land Use Map of the GMA Comprehensive Plan, as amended as part of the 1996 docket.
- H. The area-wide rezone makes the zoning map consistent with Policies LU 6.F.6, LU 6.G.3, and LU 6.H.3 of the GPP.
- I. The area-wide rezone implements the GMA Comprehensive Plan and are consistent with the provisions of the GMA.
- J. The area-wide rezone to the Rural Business, Rural Freeway Service, and Rural Industrial zones specifically meets the requirements of GMA for development in rural areas by
  - (a) reducing the development potential in rural commercial and industrial areas to make future development compatible with other rural uses,
  - (b) maintaining a level of rural character outside of urban growth areas consistent with the requirements of the GMA's rural element (RCW 36.70A.070(5)),
  - (c) containing or otherwise controlling rural development consistent with GMA requirements,
  - (d) limiting developments on the subject sites so that they are consistent with GMA requirements that allow only limited rural development that protects the rural character, and
  - (e) maintaining visual compatibility of rural commercial and industrial uses with adjacent and nearby rural residential uses through the use, setback, height, building size, use size, zoning area size, landscaping, and buffering requirements of the new rural commercial and industrial zones.
- K. The county council concludes that the area-wide rezones bear a substantial relationship to the public health, safety and welfare.
- L. The Draft Supplemental Environmental Impact Statement (DSEIS) (October 7, 1997) to the Final Environmental Impact Statement (FEIS) for the Snohomish County Comprehensive Plan was prepared for the proposed amendments to satisfy the State Environmental Policy Act (SEPA) requirements. A Final Supplemental Environmental Impact Statement (FSEIS) was issued on July 10, 1998 for the proposed amendments. (The FSEIS describes the proposed comprehensive plan and development regulation amendments and analyzes their impacts.)
- M. The amendments are within the scope of analysis contained in the FSEIS and result in no new significant adverse environmental impacts. The DSEIS and FSEIS perform the function of keeping the public apprised of the refinement of the original comprehensive plan proposal by adding new information.
- N. The SEPA requirements with respect to this proposed action have been satisfied by this document.

- O. The public was notified of the public hearings held by the planning commission and the county council by means of published legal notices in The (Everett) Herald and local newspapers. The county also sent notices to taxpayers of record and site addresses as required by SCC 18.73.050. The notices were sent and published as required by Snohomish County Code, applicable state law and the bylaws of the planning commission.
- P. The proposal has been broadly disseminated and opportunities have been provided for written comments and public hearing after effective notice.

**Section 2:** The county council bases its findings of facts and conclusions on the entire record of the planning commission and the county council, including all testimony and exhibits.

**Section 3:** Based on the foregoing findings and conclusions, the county council hereby adopts the area-wide rezones as mapped in the following documents which are attached hereto and incorporated by reference into this ordinance as if set forth in full:

- A. County Initiated Rezones, Rural Business, Rural Freeway Service, and Rural Industrial - West Portion, with Insets incorporated ( Exhibit A, map), and
- B. Assessor maps showing the rezones (Exhibit B, maps).

**Section 4:** The county council instructs the Department of Planning and Development Services to revise the zoning maps in accordance with the maps adopted in Section 3 and further directs the department to retain the previous rezone file numbers listed in Section 1.D. for each of these properties on the official zoning maps of the county.

**Section 5:** Severability. If any provision of this ordinance or its application to any person or circumstance is held invalid, the remainder of the ordinance or the application of the provision to other persons or circumstances is not affected.

Passed this 27th day of October, 1999.

SNOHOMISH COUNTY COUNCIL  
Snohomish County, Washington



Chair

ATTEST:

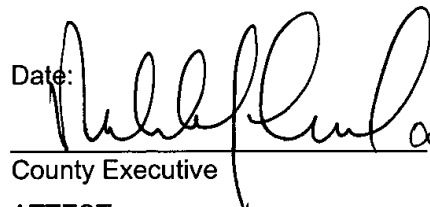
  
Clerk of the Council, asst.

(✓) APPROVED  
( ) VETOED  
( ) EMERGENCY

Approved as to form:

\_\_\_\_\_  
Deputy Prosecuting Attorney

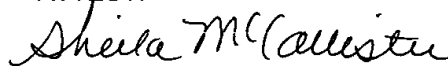
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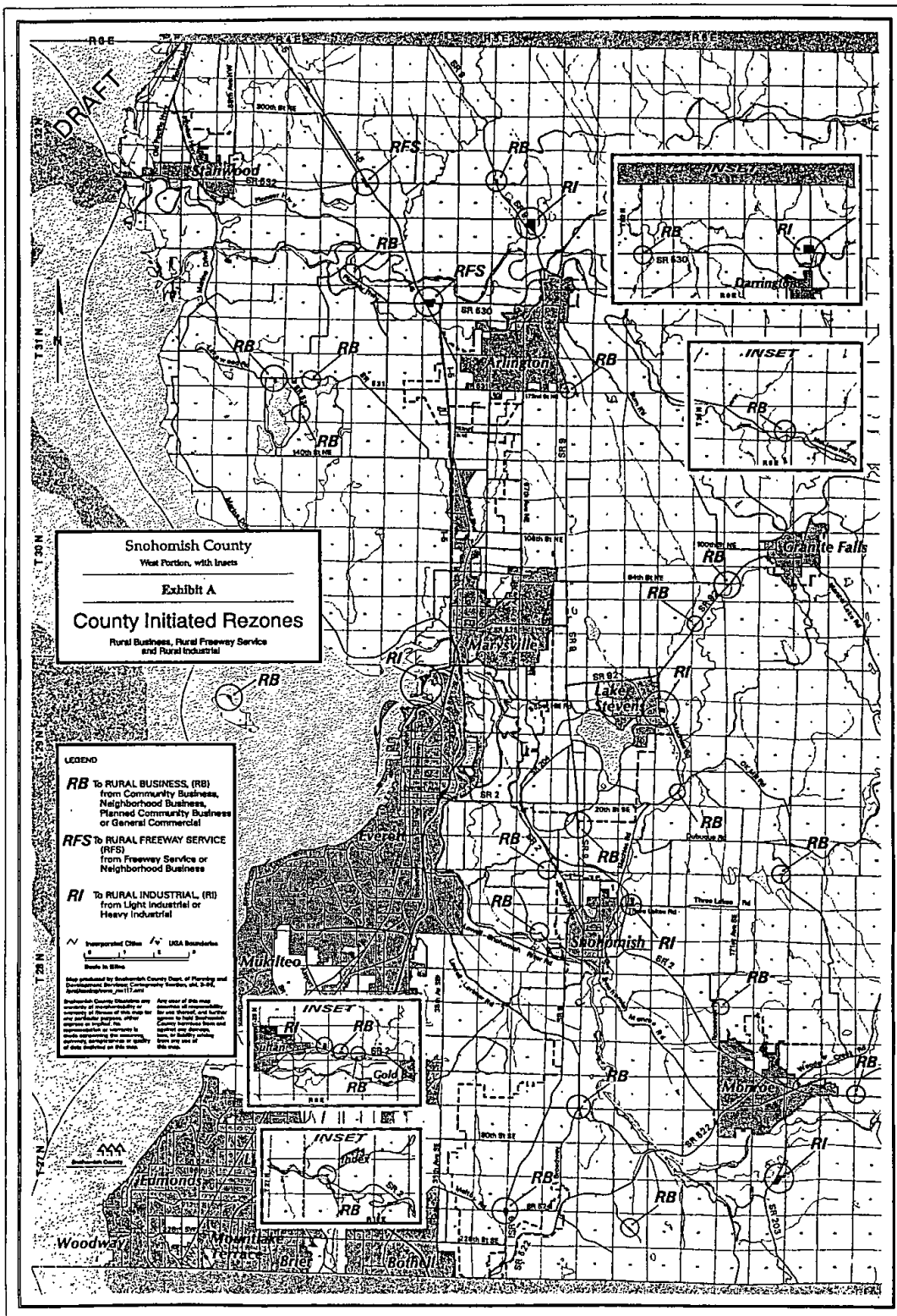


County Executive

Oct 29, 1999

ATTEST:





## **EXHIBIT B**

County Initiated Rezones  
Rural Business, Rural Freeway Service, and Rural Industrial

Assessor Maps





N.E. 1/4, 22 - 27 - 5

1/4 Sec. Cor.

1/4 Sec. Con

- 21

4.004 -00  
-01

A-008

4-007

4.001

4-028

BEAR CREEK 5 8 10 ACRE TRACTS  
(UNRECORDED)

B

4-027 - SES TA, AC. 5

SP 324-72

R-5

96-105557

4-003

Lincoln

"4.002

BONNEVILLE LIFE

(MONROE - SNO-KING NO. 1)

TRANSMISSION

LINE 45 25.77R/W

4-020

4-010  
4-75 F

4-032

LS 295-22  
4-016-00  
-01

57398 / 2 WITOLD

4-019

4-018

4-021

to  
A-02  
R

-23-

24-64

14-00000

~~MALTBV~~

~~ROAD~~

~~SF-52~~

*1/4 Sec. Cor.*

HISTORICAL NAME — ( )

NORTH CREEK C.P.

COMP PLAN SITE SENSITIVE SECTION

NOTE: This is not a survey. It is a parcel map used for location of property only

K.W.U. July '71

22	23
27	26

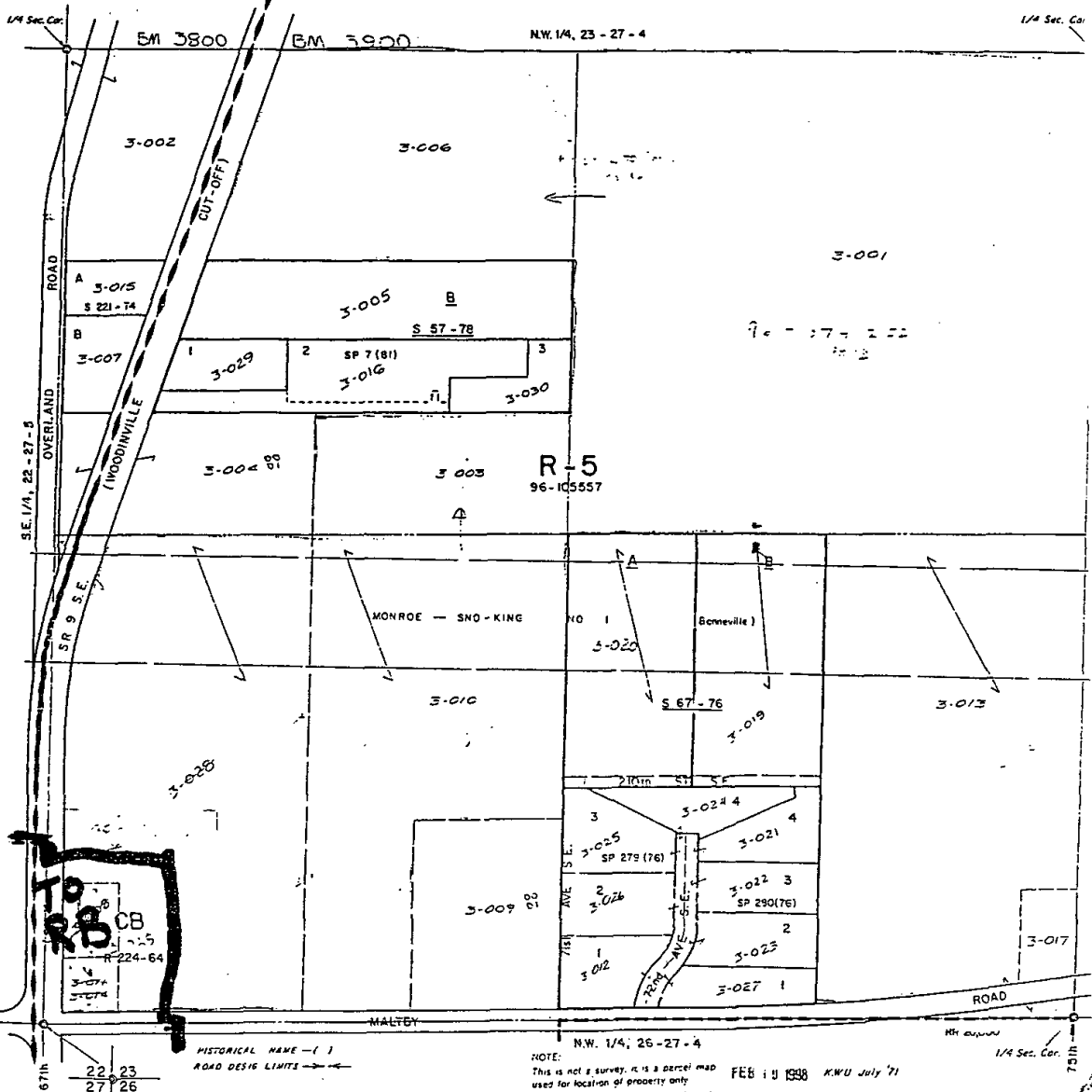
Scale 1" = 200'

S.E. 1/4, 22 - 27 - 5



1" = 200'

1/4 Sec. Cor.



COMP PLAN SITE SENSITIVE SECTION  
C.M.C. COMP PLAN

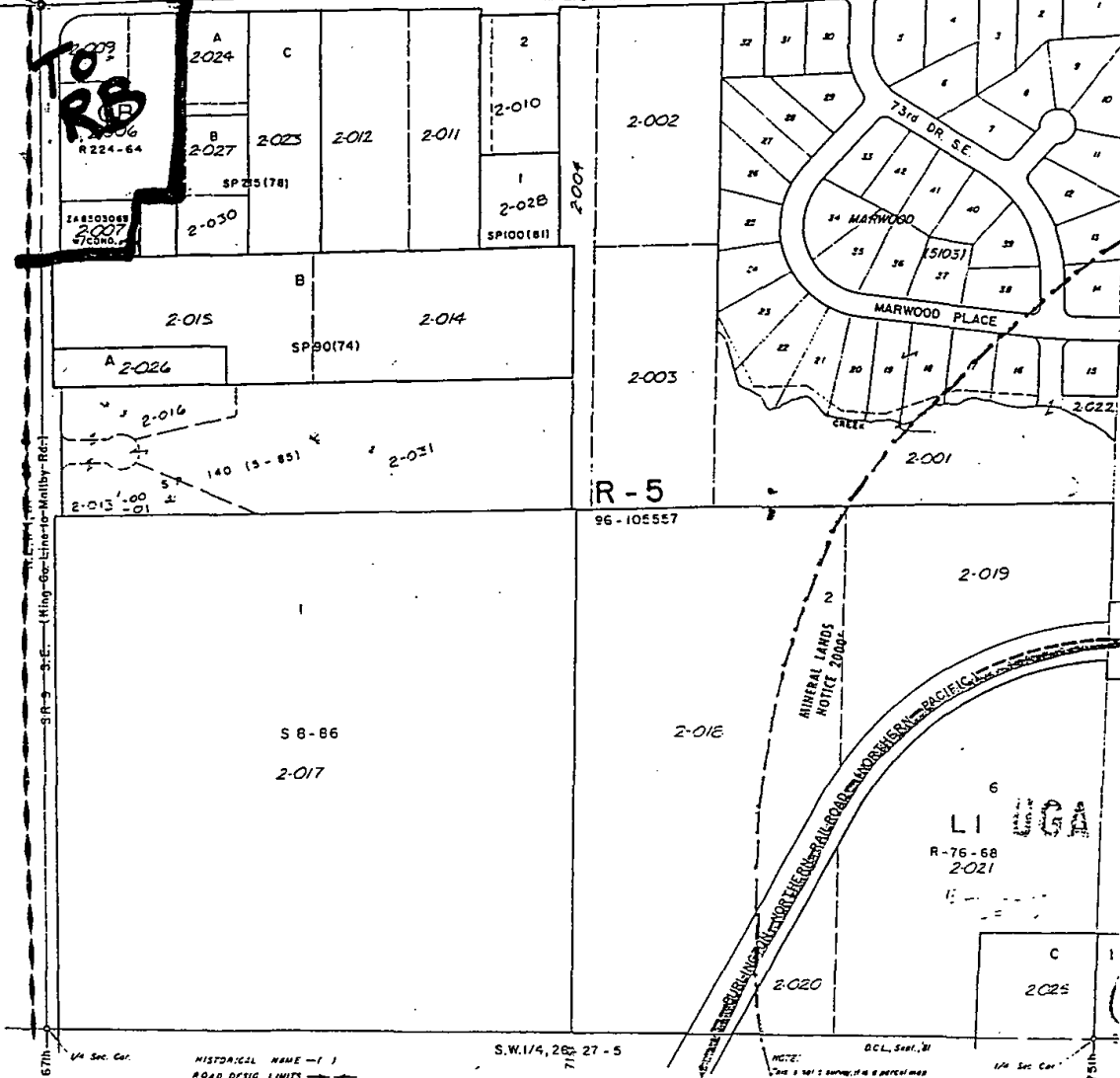
S.W. 1/4, 23 - 27 - 5

22 23  
27 26

BM 3900

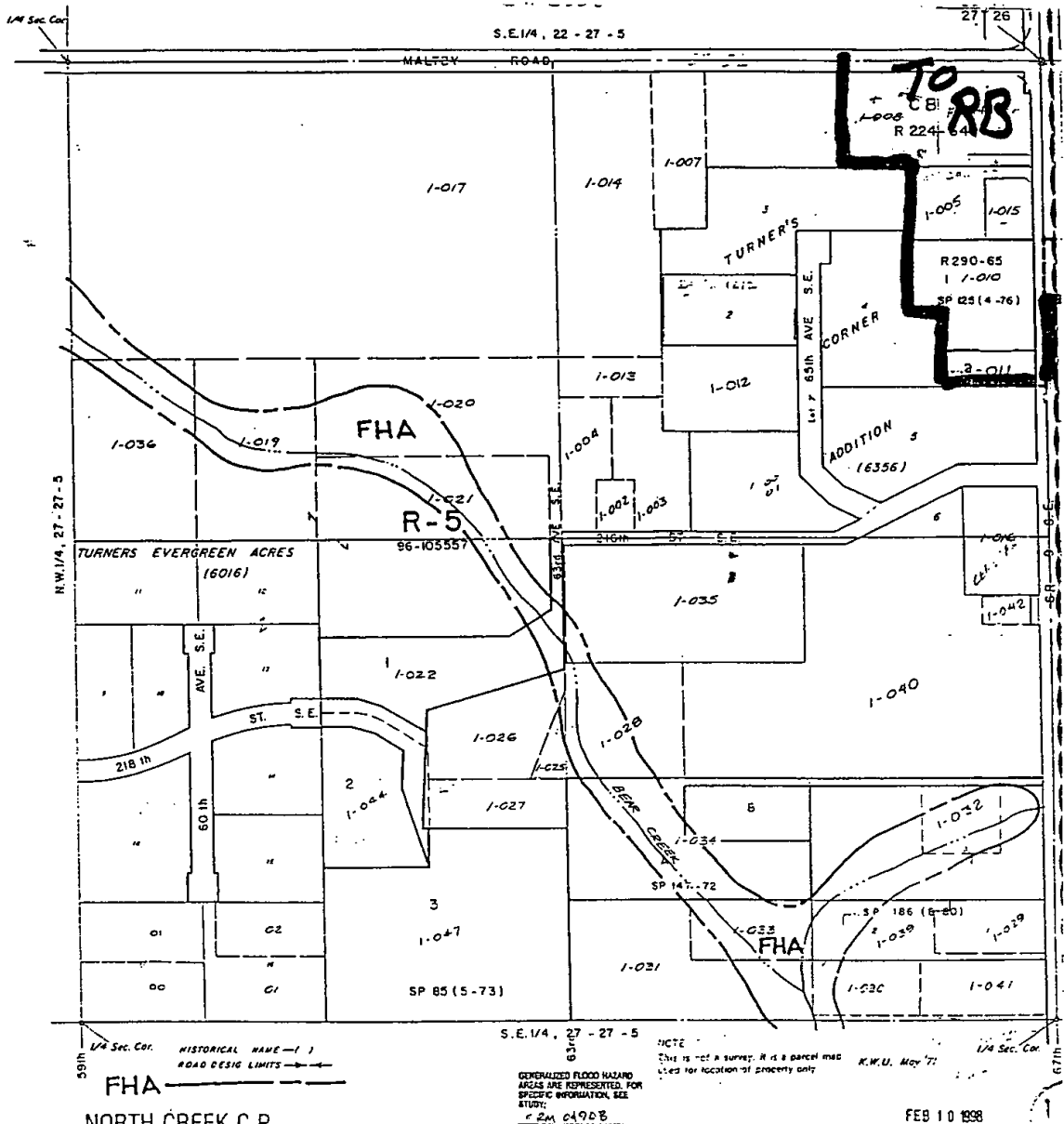
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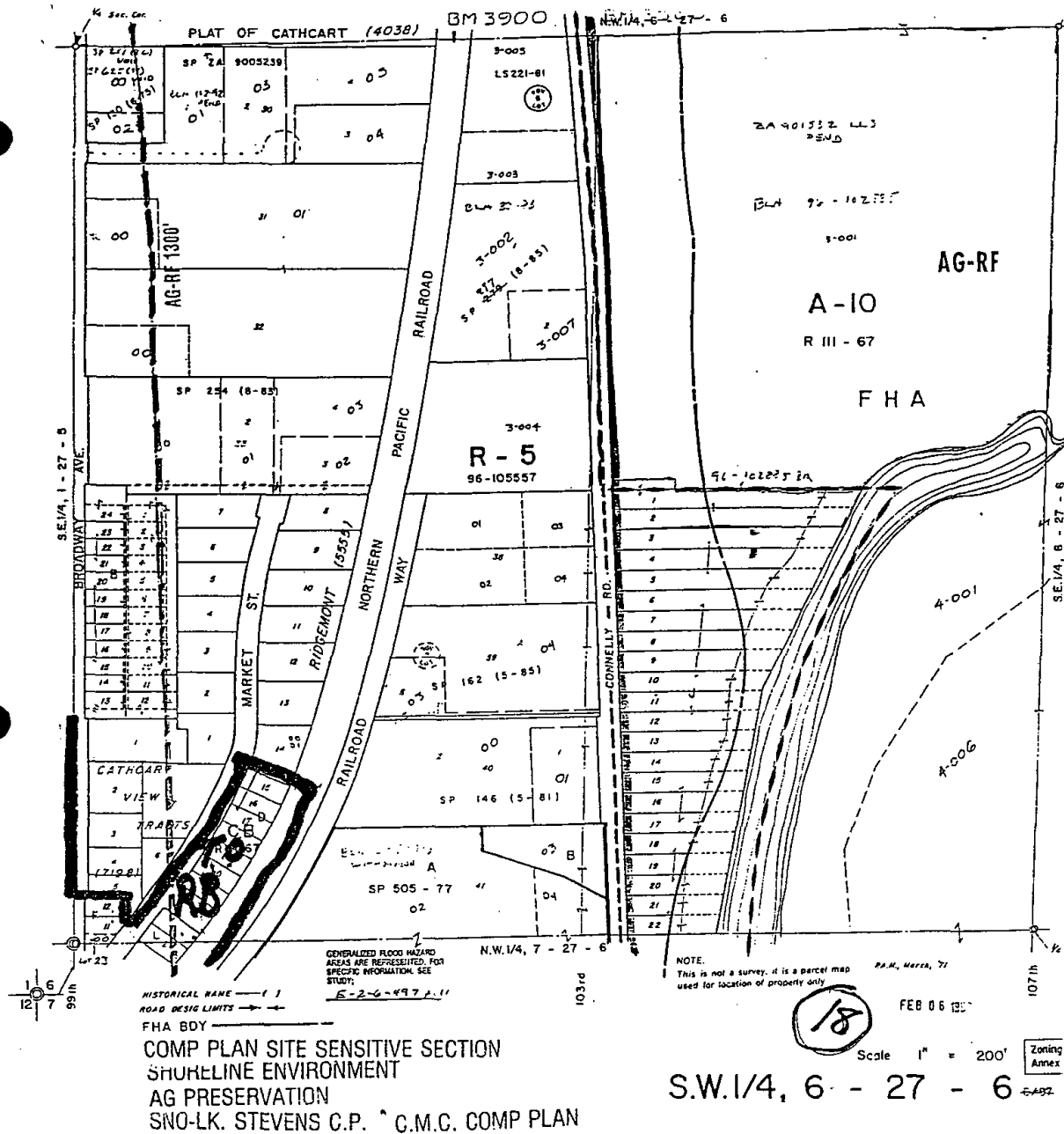
MALTBY ROAD

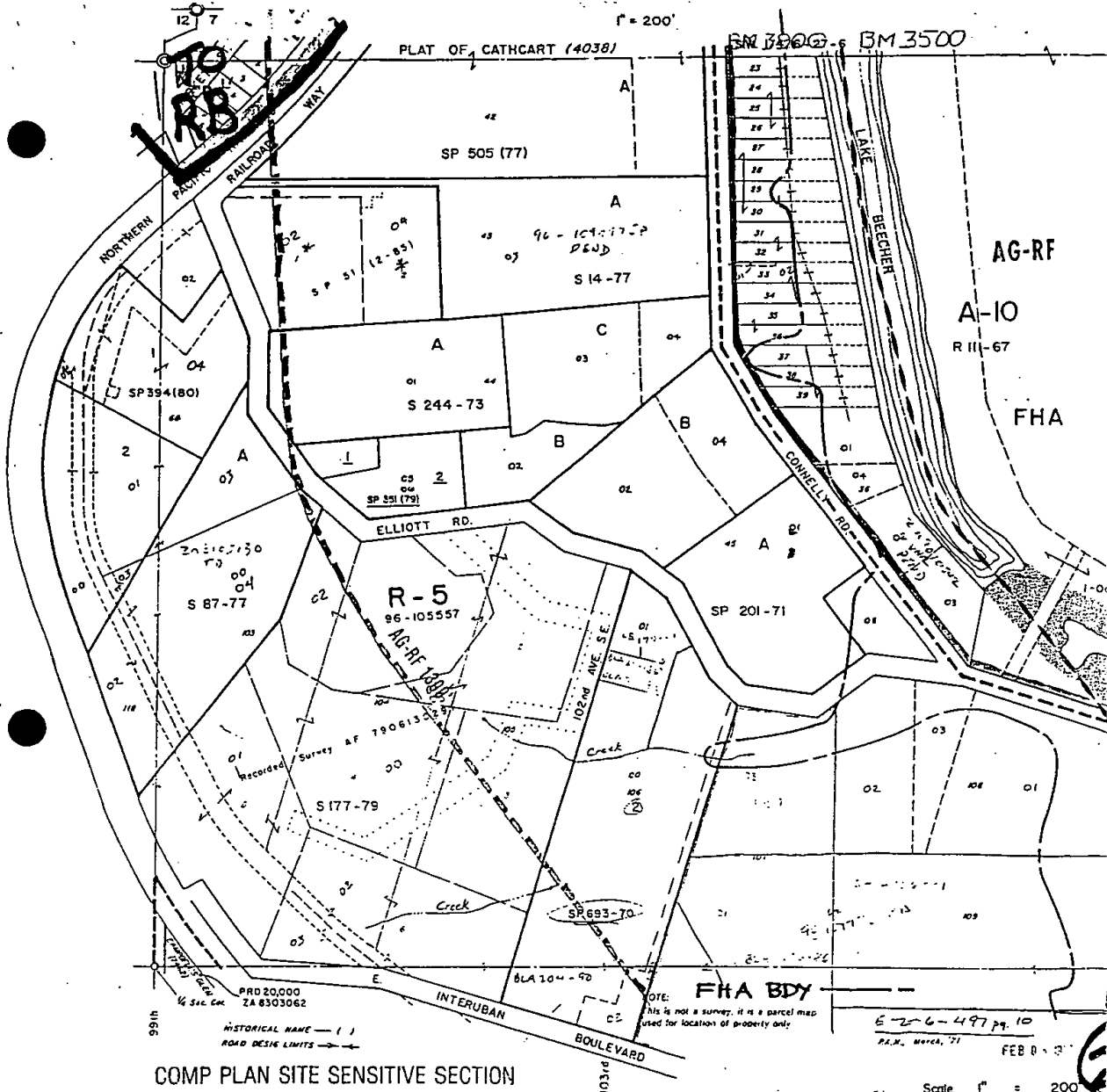


COMP PLAN SITE SENSITIVE SECTION  
C.M.C. COMP PLAN

Feb. 10 1998 Scale 1" = 200'  
N.W. 1/4, 26 - 27 - 5







COMP PLAN SITE SENSITIVE SECTION  
C.M.C. COMP PLAN  
SHORELINE ENVIRONMENT

AG PRESERVATION

N.W. 1/4, 7 - 27 - 6

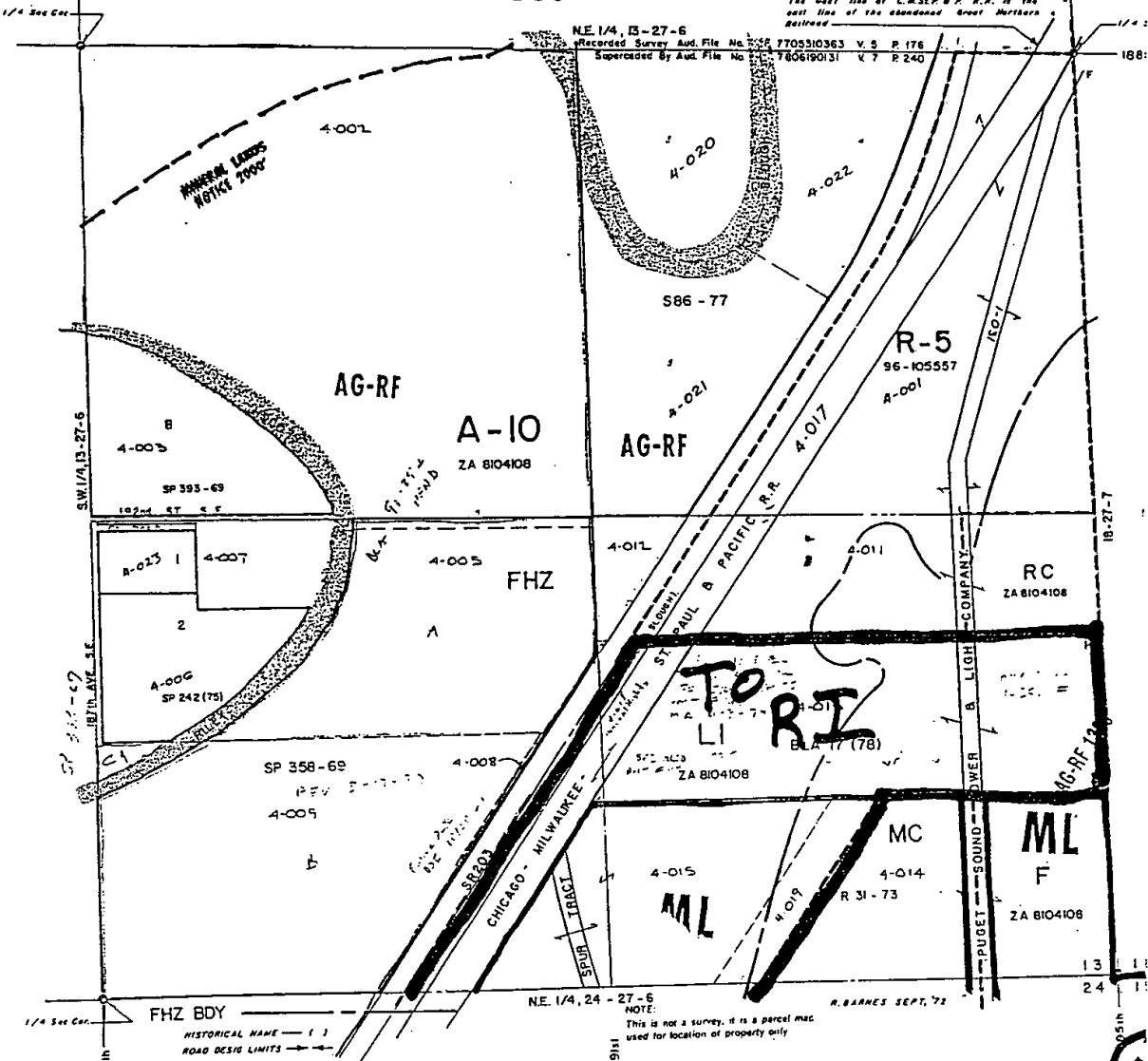


1" = 200'  
S.M. 3100

The west line of C.M. & P. R.R. is the  
east line of the abandoned Great Northern  
Railroad

NE 1/4, 13-27-6

Recorded Survey And. File No. 7705310363 V. 5 P. 176  
Superseded By And. File No. 7806190131 V. 7 P. 240



COMP PLAN SITE SENSITIVE SECTION  
SHORELINE ENVIRONMENT  
AG PRESERVATION  
SKYKOMISH VALLEY C.P.

GENERALIZED FLOOD HAZARD  
AREAS ARE REPRESENTED FOR  
SPECIFIC INFORMATION, SEE  
STUDY:  
3-2-6-455-P-4

NOTE:  
This is not a survey, it is a parcel map  
used for location of property only

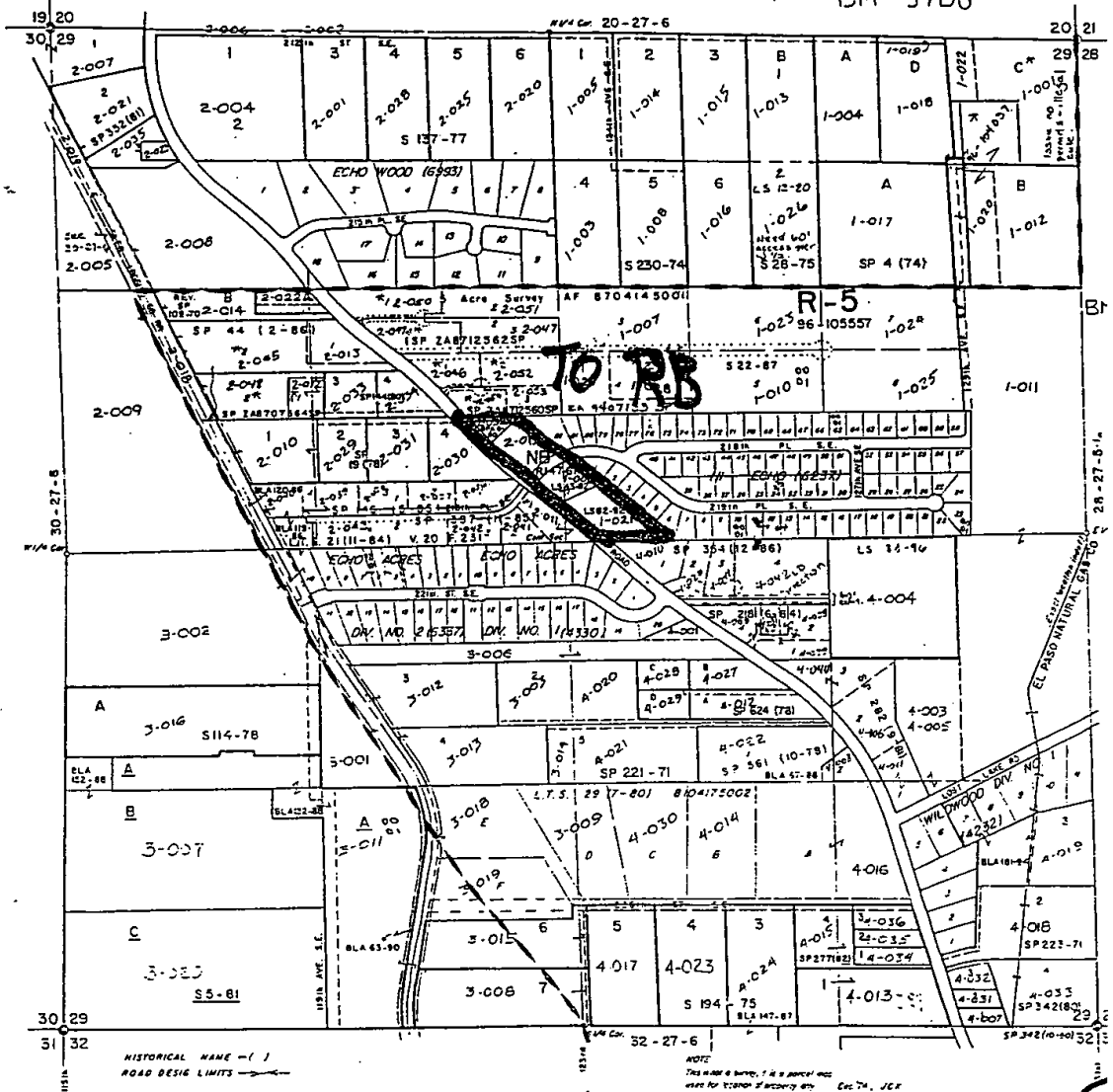
FEB 06 1971

Scale 1" = 200'

S.E. 1/4, 13 - 27 - 6

1" = 400'

BM 3700



C.M.C. COMP PLAN

COMP PLAN SITE SENSITIVE SECTION

Scale 1" = 400'

29 - 27 - 6 6'57"





$t^* = 200$

1364

AG-RF 1300

R/V  
TA

**R-5**  
96-105557

A-10  
ZA 8108198

AG-REF

2271432 SKYKOMISH VALLEY C.P.

AG PRESERVATION  
SHORELINE ENVIRONMENT  
COMP PLAN SITE SENSITIVE SECTION

NOTE:  
This is not a survey, it is a parcel map  
used for location of property only. P.A.M., June, '72

Scale 1" = 200'

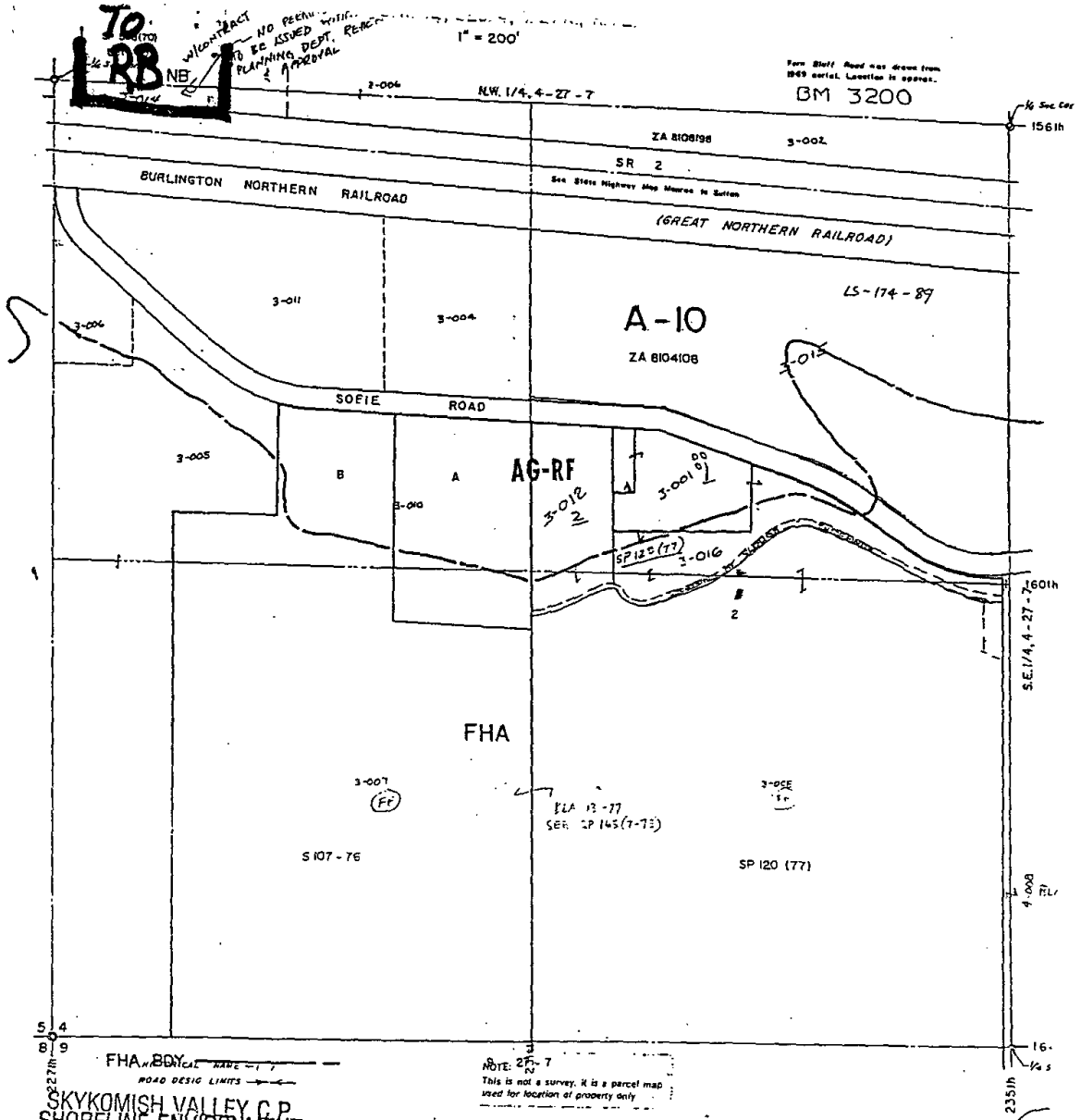
N.W. 1/4, 4 - 27 - 7

To LRB NB

W/CONTRACT NO PERM. TO BE ISSUED WITHIN PLANNING DEPT. REACT APPROVAL

1" = 200'

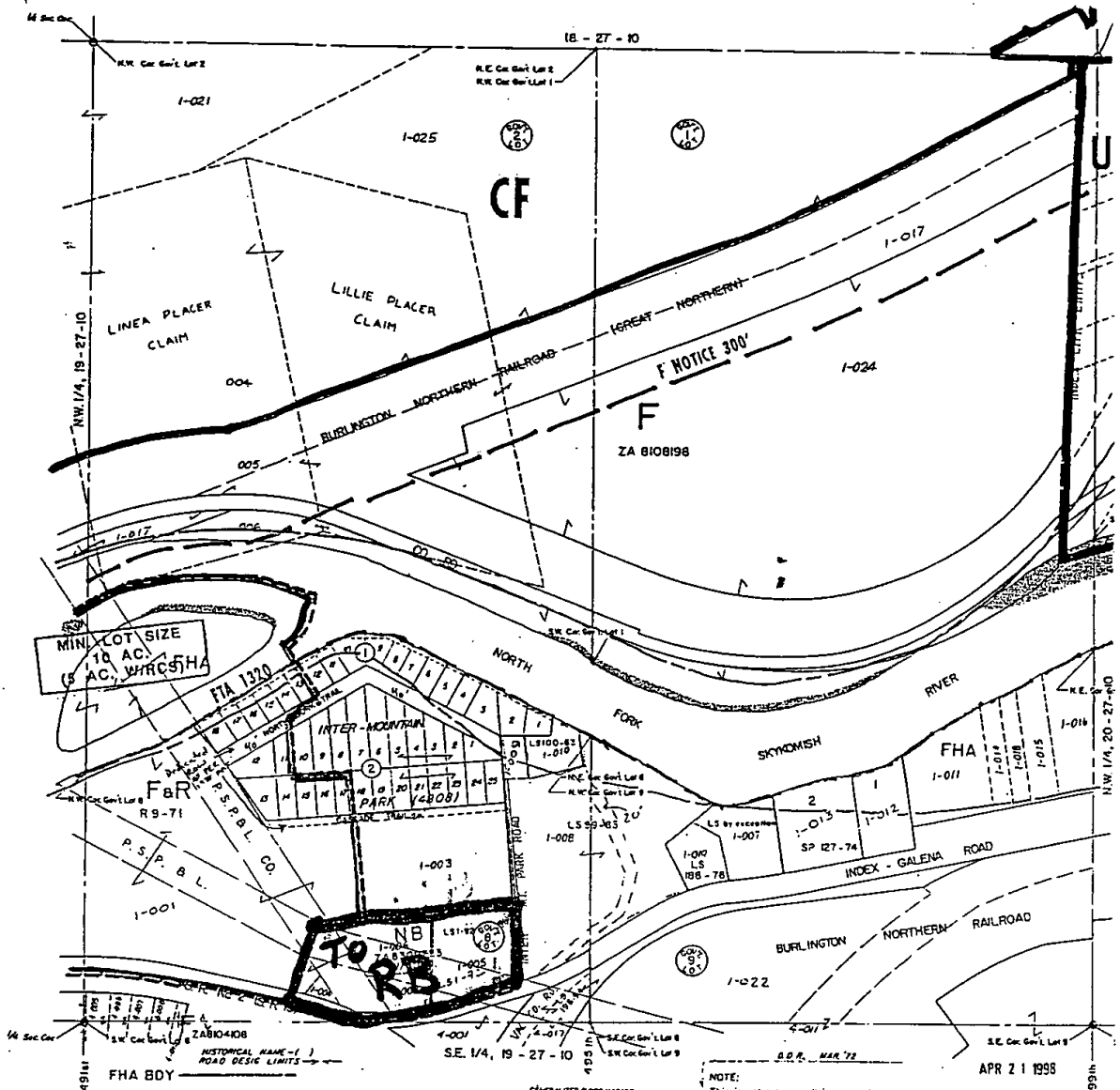
Form Sheet Road was drawn from 1969 aerial. Location is approximate.  
BM 3200



SKYKOMISH VALLEY C.P.  
SHORELINE ENVIRONMENT  
COMP PLAN SITE SENSITIVE SECTION  
TO PRESERVATION

Scale 1" = 200'  
S.W. 1/4, 4 - 27 - 7

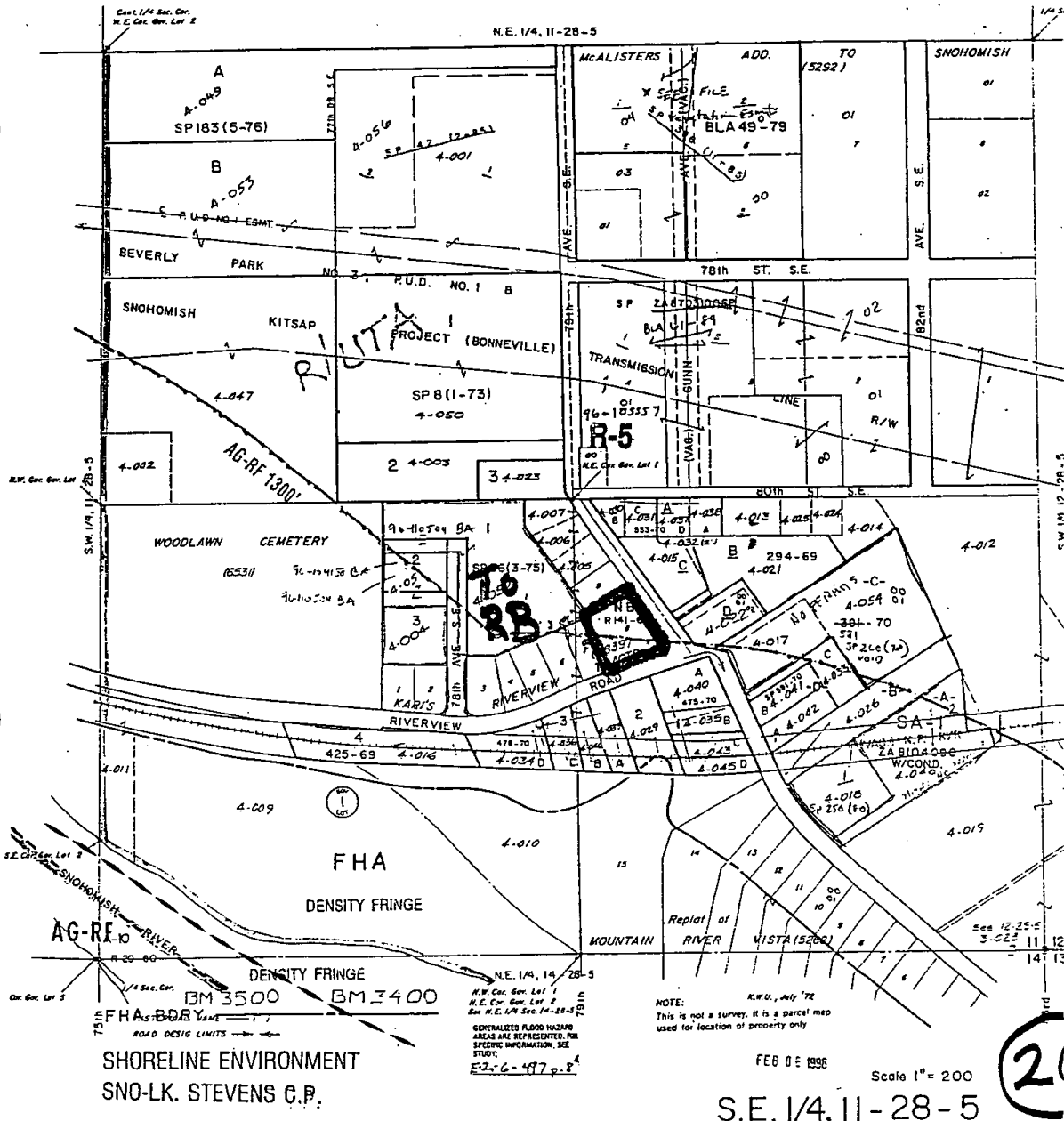
16  
MAR



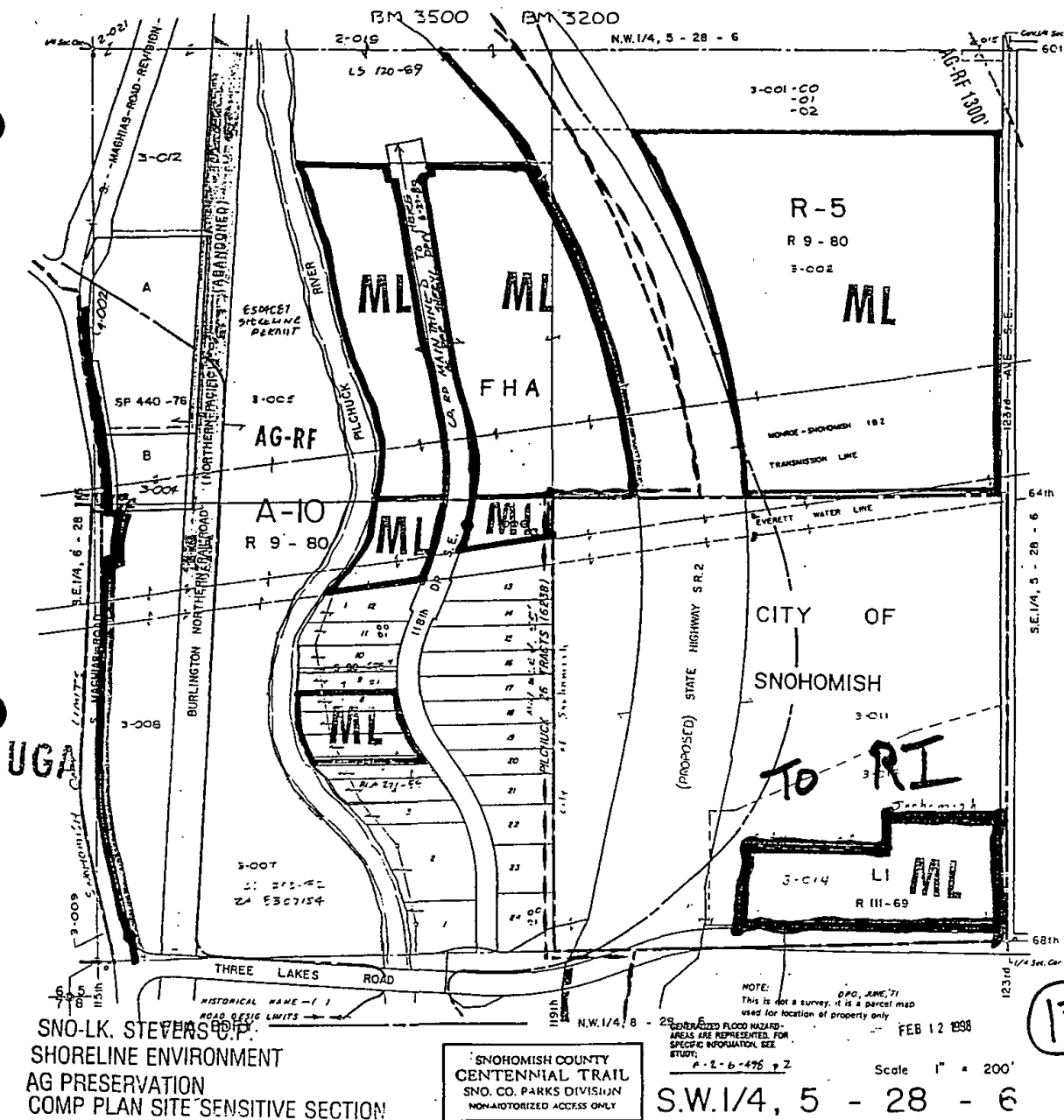
SKYKOMISH VALLEY C.P.  
COMP PLAN SITE SENSITIVE SECTION  
SHORELINE ENVIRONMENT

GENERALIZED ROAD HAZARD  
AREAS ARE REPRESENTED FOR  
SPECIFIC INFORMATION, SEE  
STUDY:  
E-2-6-509 p.1

NOTE:  
This is not a survey, it is a parcel map  
used for location of property only  
APR 21 1998  
Scale 1" = 200'  
N.E. 1/4, 19 - 27 - 10



2

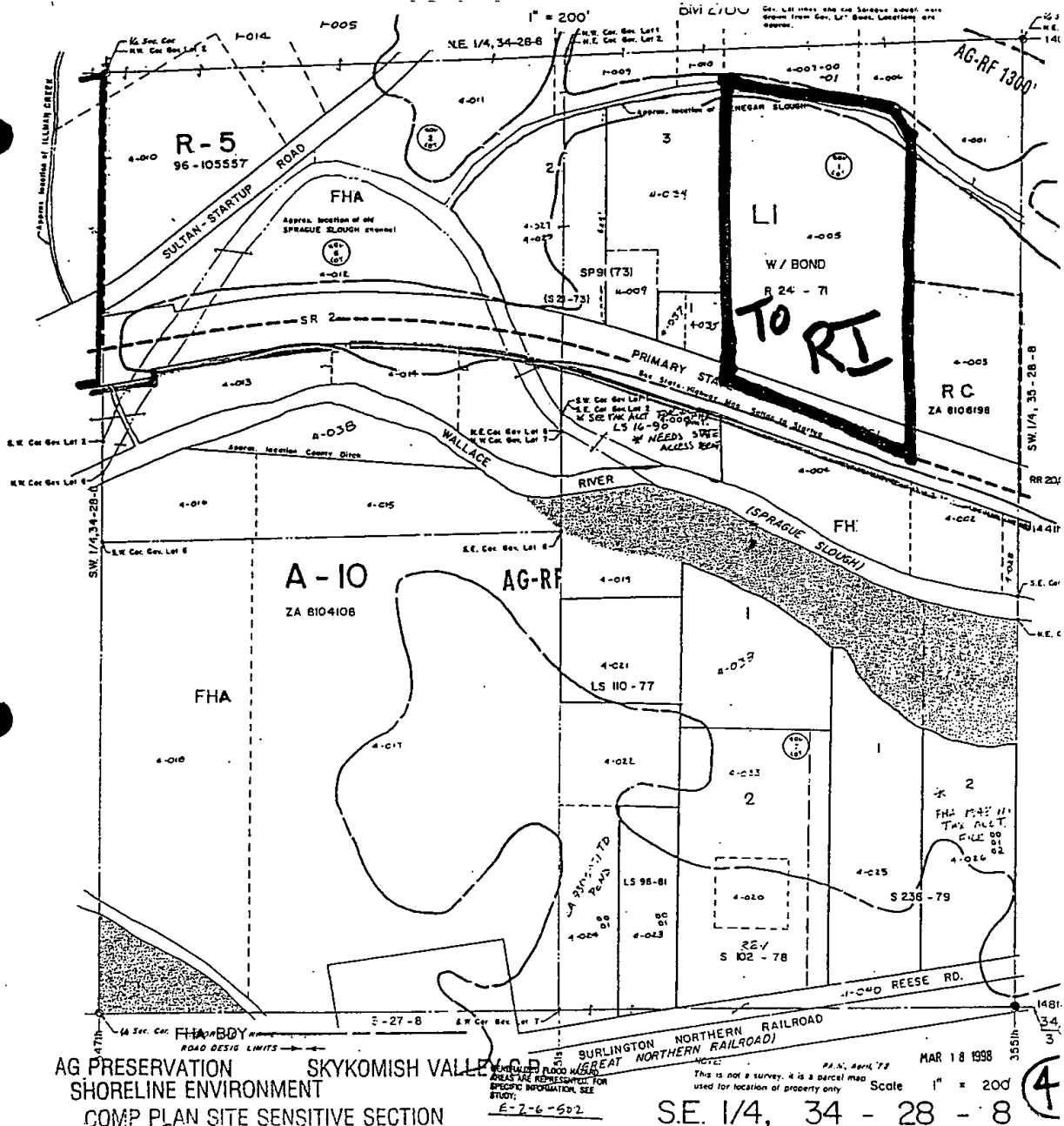


SNO-LK. STEVENS C.P.  
SHORELINE ENVIRONMENT  
AG PRESERVATION  
COMP PLAN SITE SENSITIVE SECTION

SNOHOMISH COUNTY  
CENTENNIAL TRAIL  
SNO. CO. PARKS DIVISION  
NON-AUTHORIZED ACCESS ONLY

S.W.1/4, 5 - 28 - 6





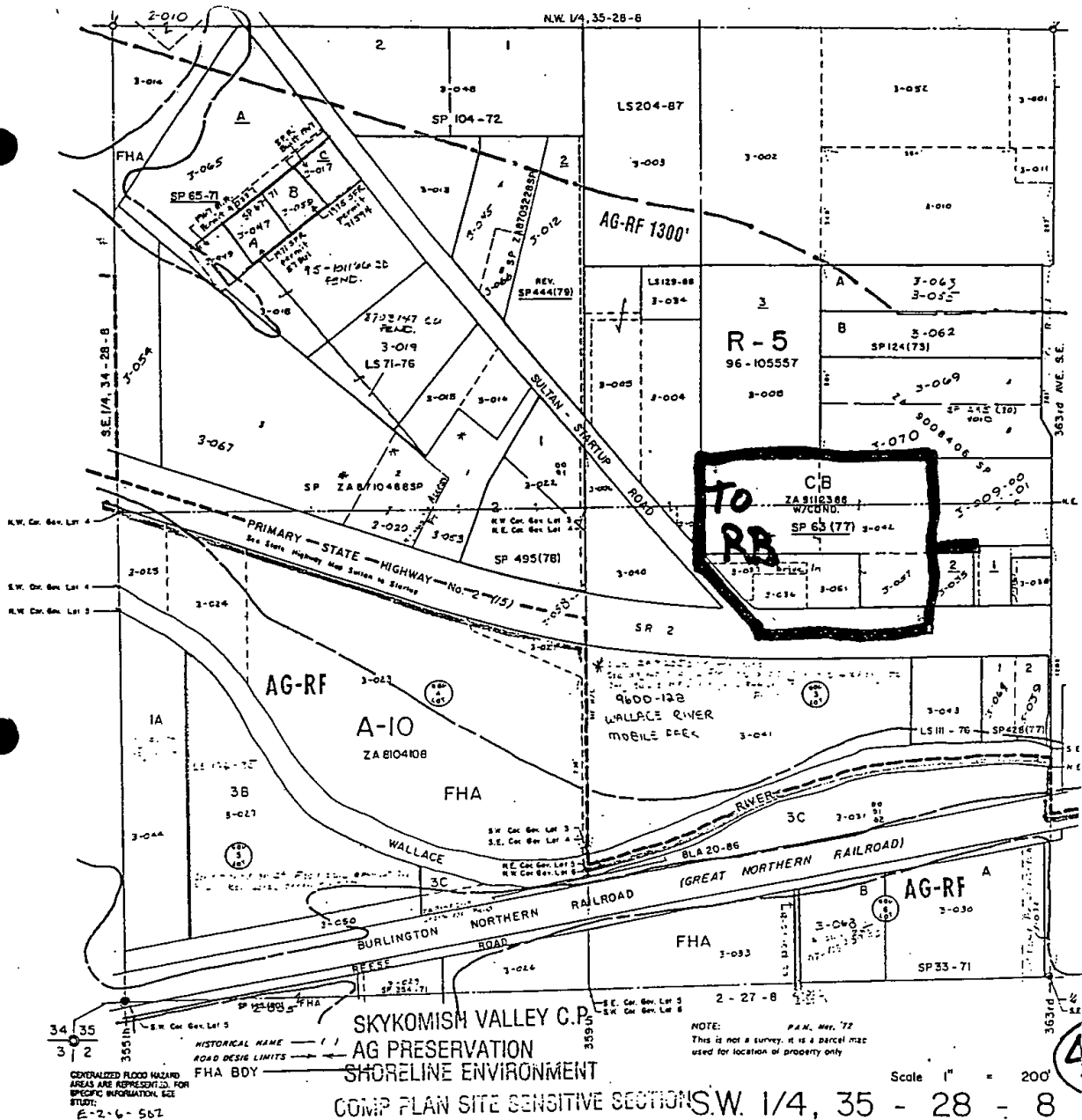
AG PRESERVATION  
SHORELINE ENVIRONMENT  
COMP PLAN SITE SENSITIVE SECTION

SKYKOMISH VALLEY

REVENUE FLOOD HAZARD  
AREAS ARE RECOMMENDED FOR  
SPECIFIC INFORMATION, SEE  
E-2-6-502

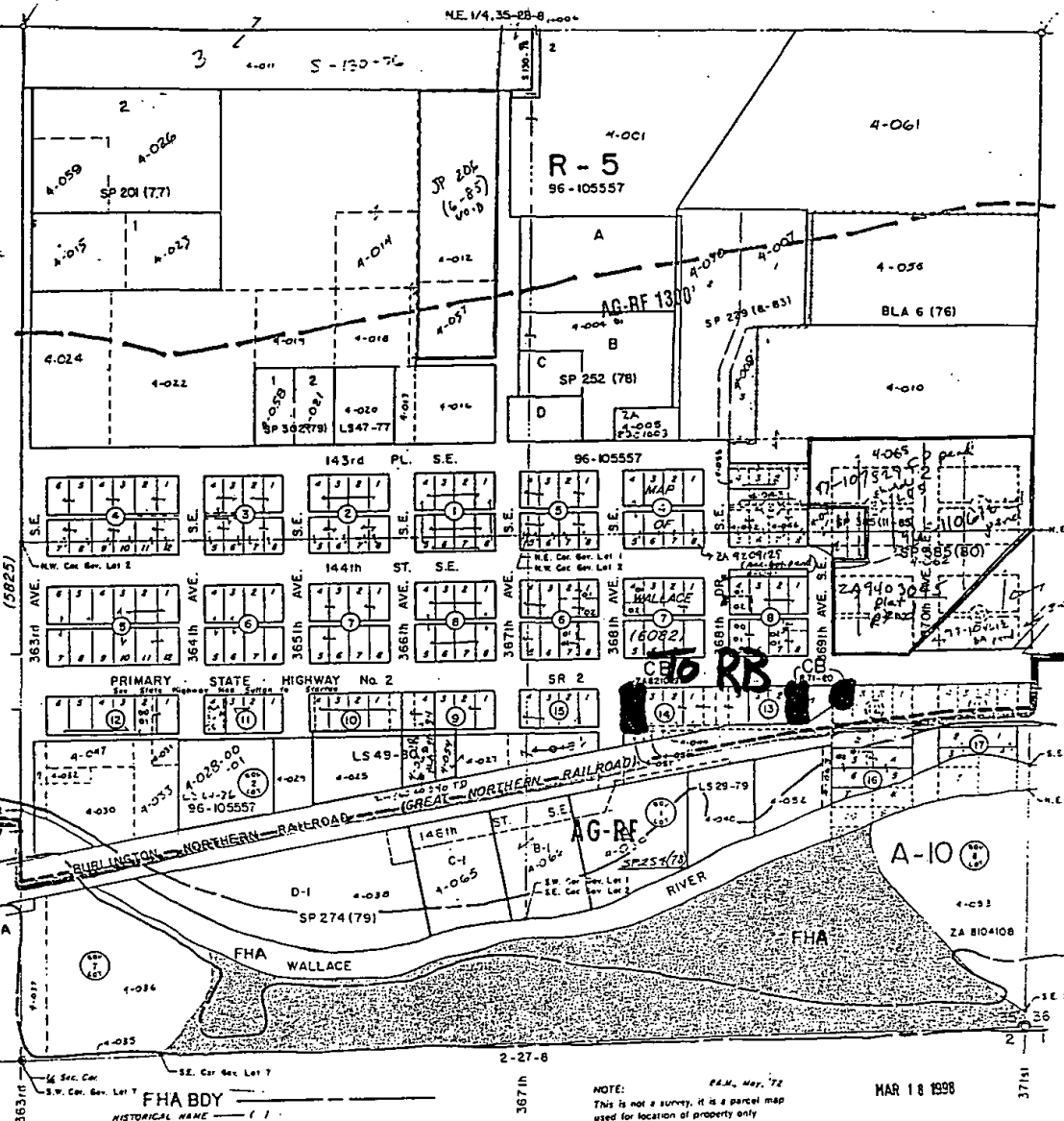
S.E. 1/4, 34 - 28 - 8

4





SPARLINGS FIRST ADD TO WALLACE  
(5825)



SKYKOMISH VALLEY C.P.  
COMP PLAN SITE SENSITIVE SECTION  
SHORELINE ENVIRONMENT  
AG DECEMBER 2000

GENERALIZED FLOOD HAZARD  
AREAS ARE REPRESENTED ON  
SPECIFIC INFORMATION, SEE  
STUDY.  
E-2-6-502

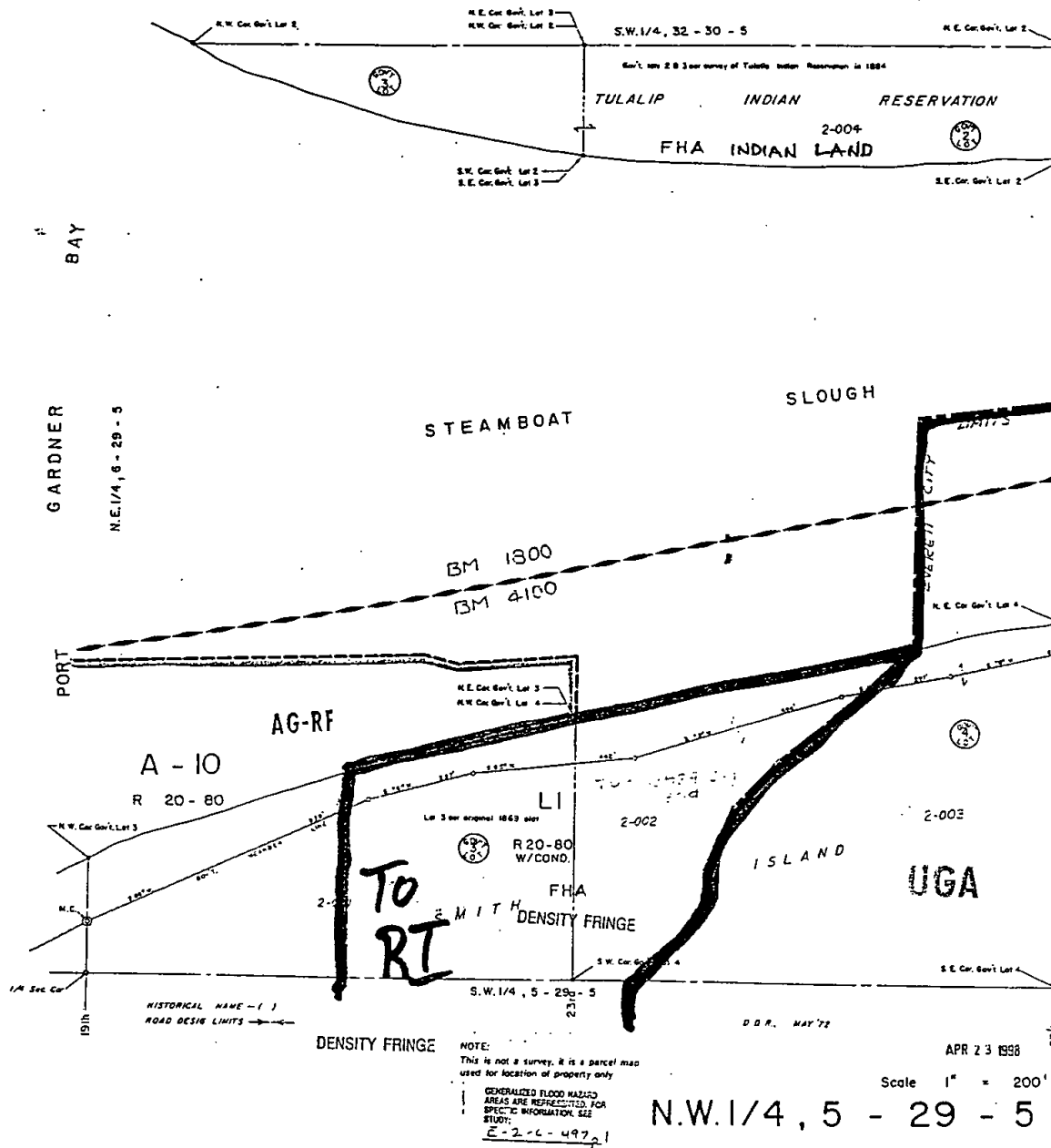
NOTE:  
This is not a survey, it is a parcel map  
used for location of property only

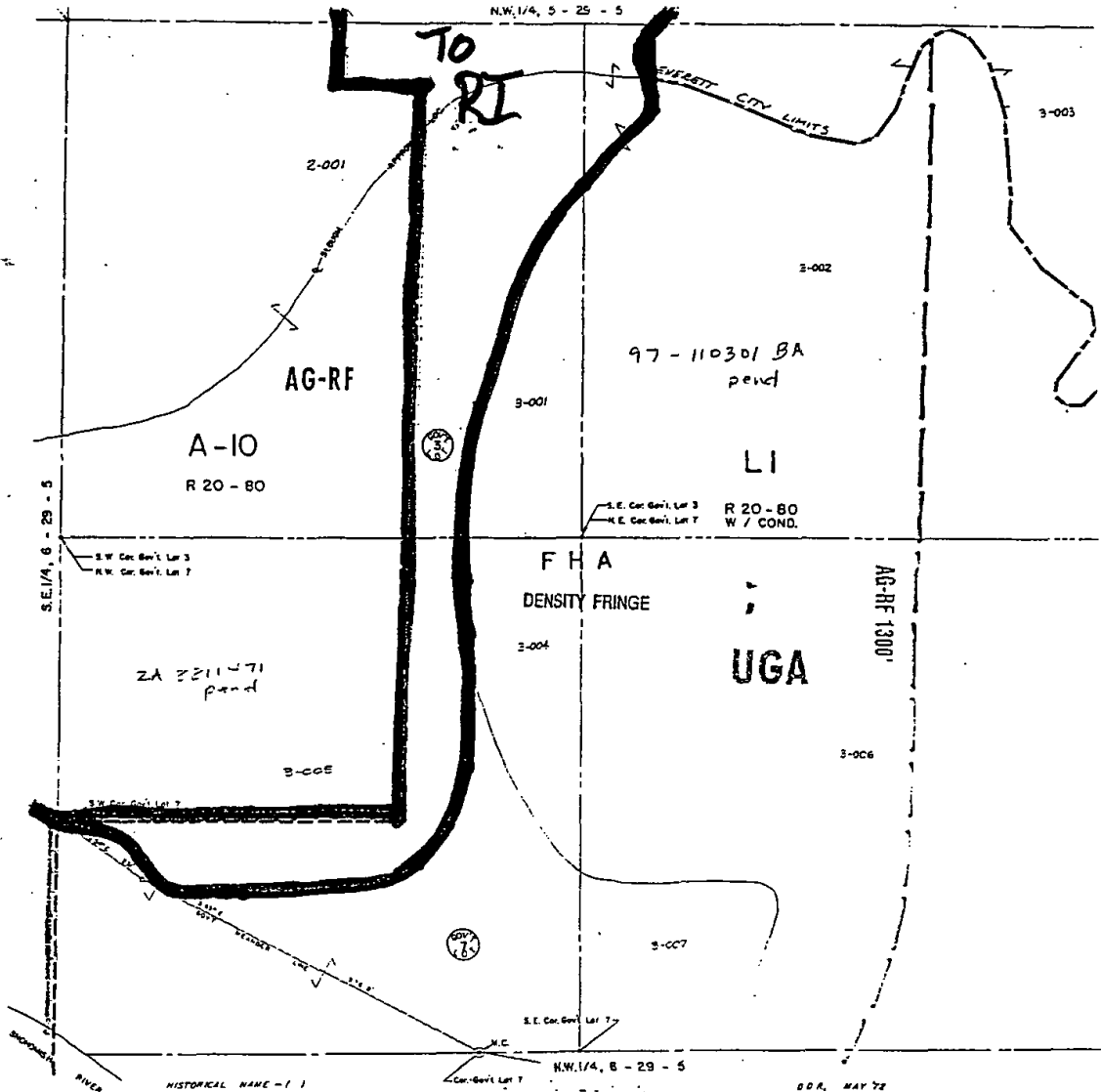
MAR 18 1998

Scale 1" = 200'

S.E. 1/4, 35 - 28 - 8







NOTE:  
This is not a survey. It is a parcel map  
used for location of property only.  
GENERALIZED FLOOD-HAZARD  
AREAS ARE REPRESENTED FOR  
SPECIFIC INFORMATION, SEE  
STUDY:  
E-2-6-197, 3

S.W. 1/4, 5 - 29 - 5

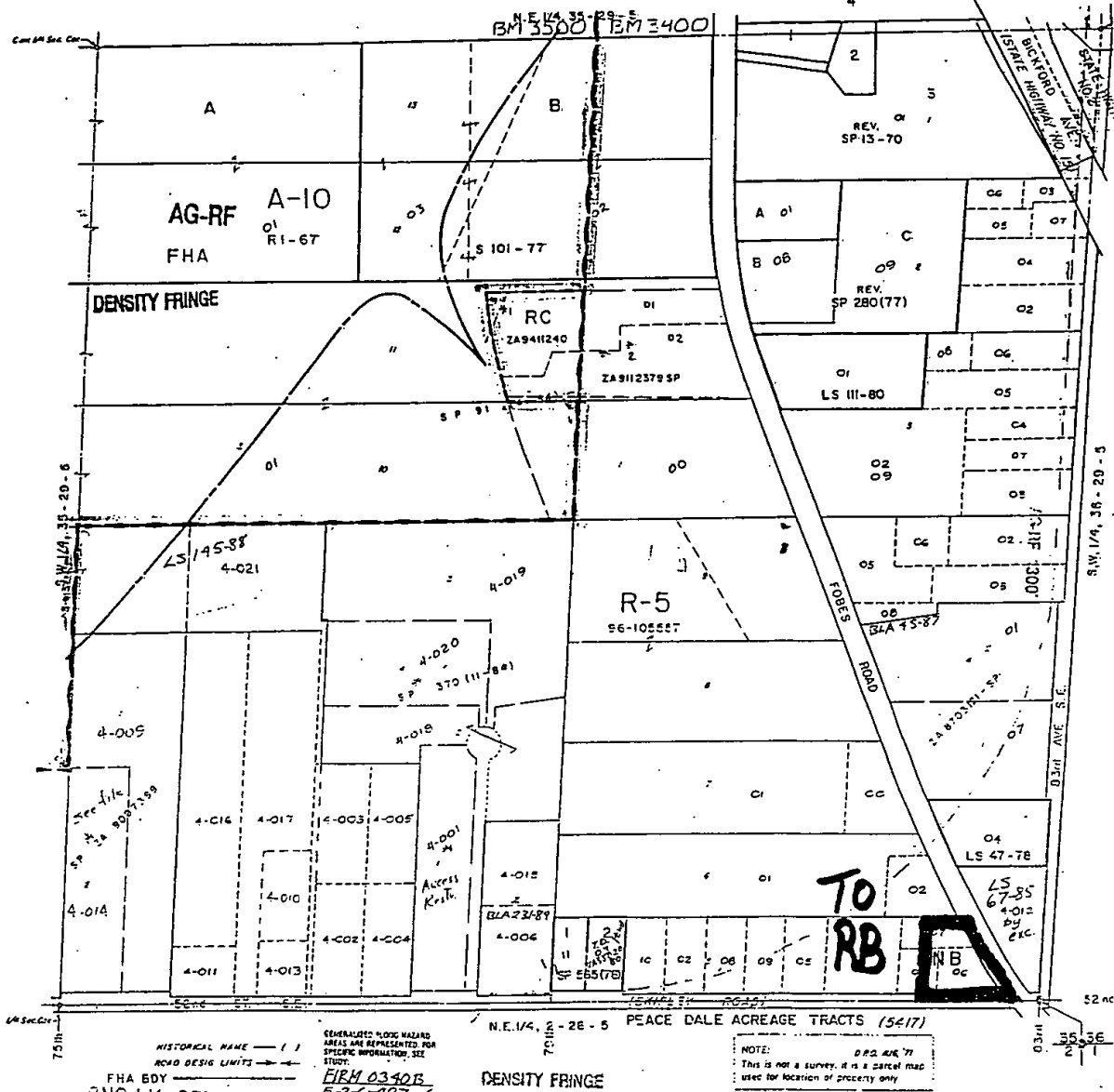
Scale 1" = 200'

DDR, MAY 72

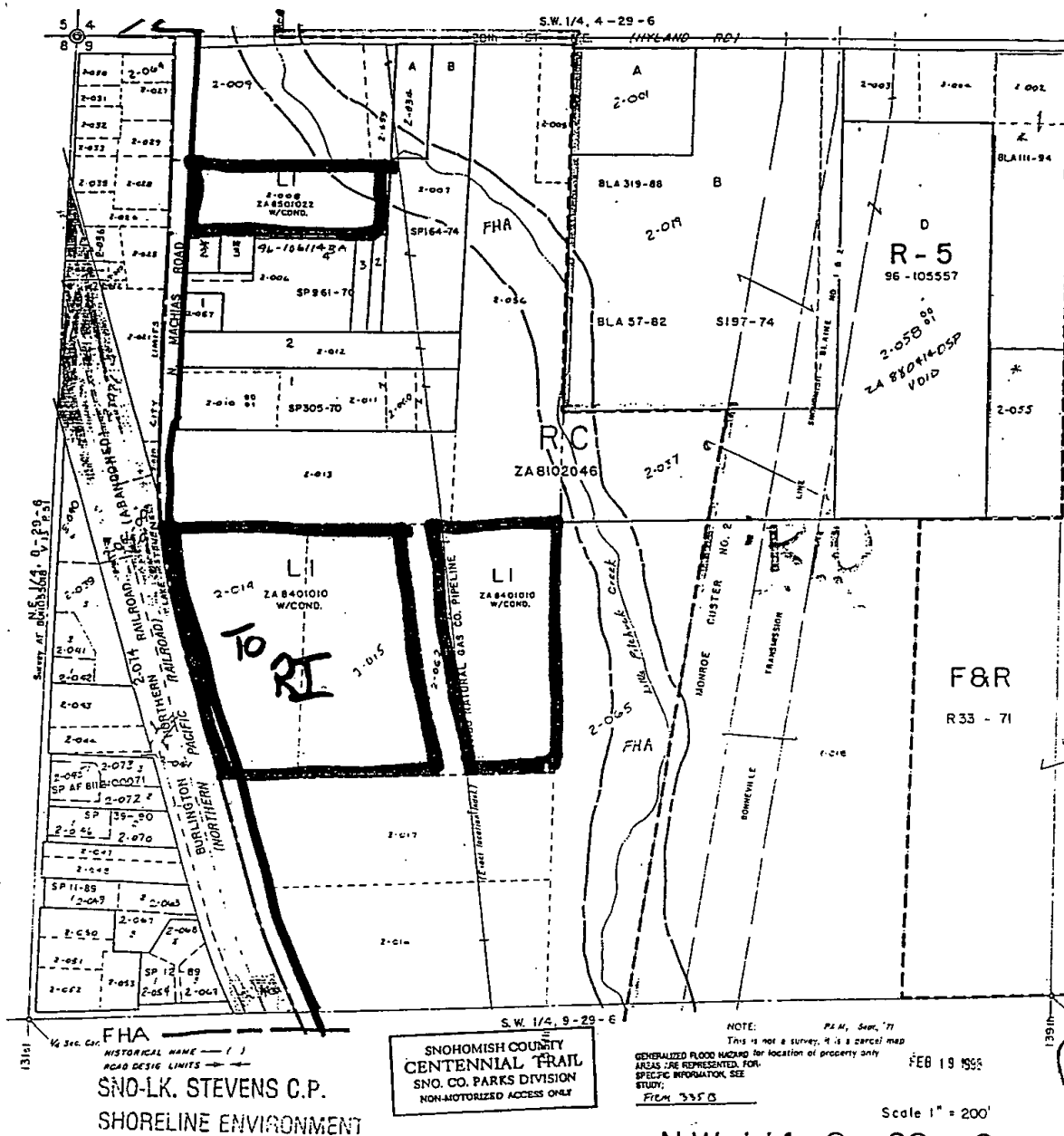
APR 23 1998

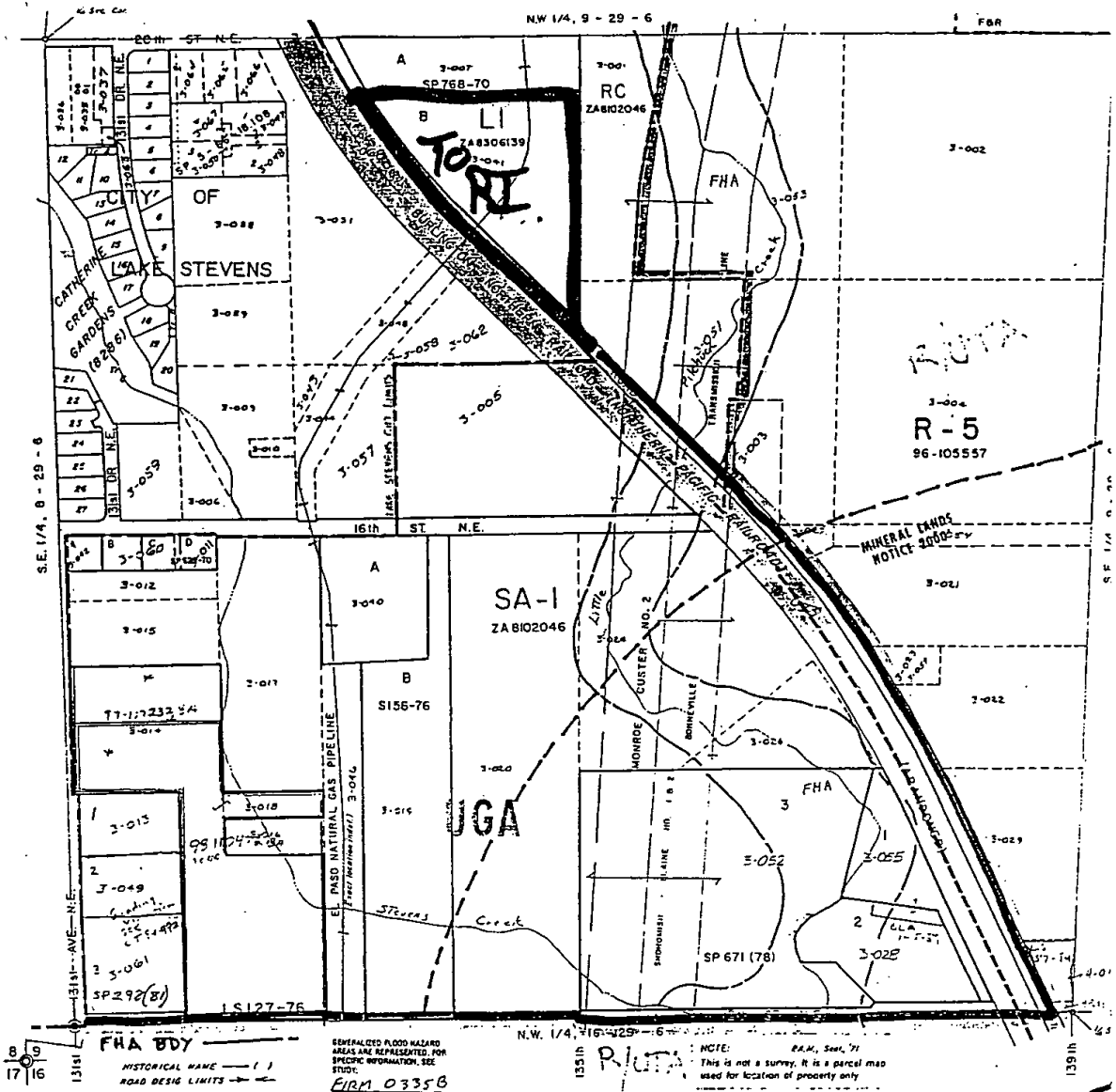
(2)



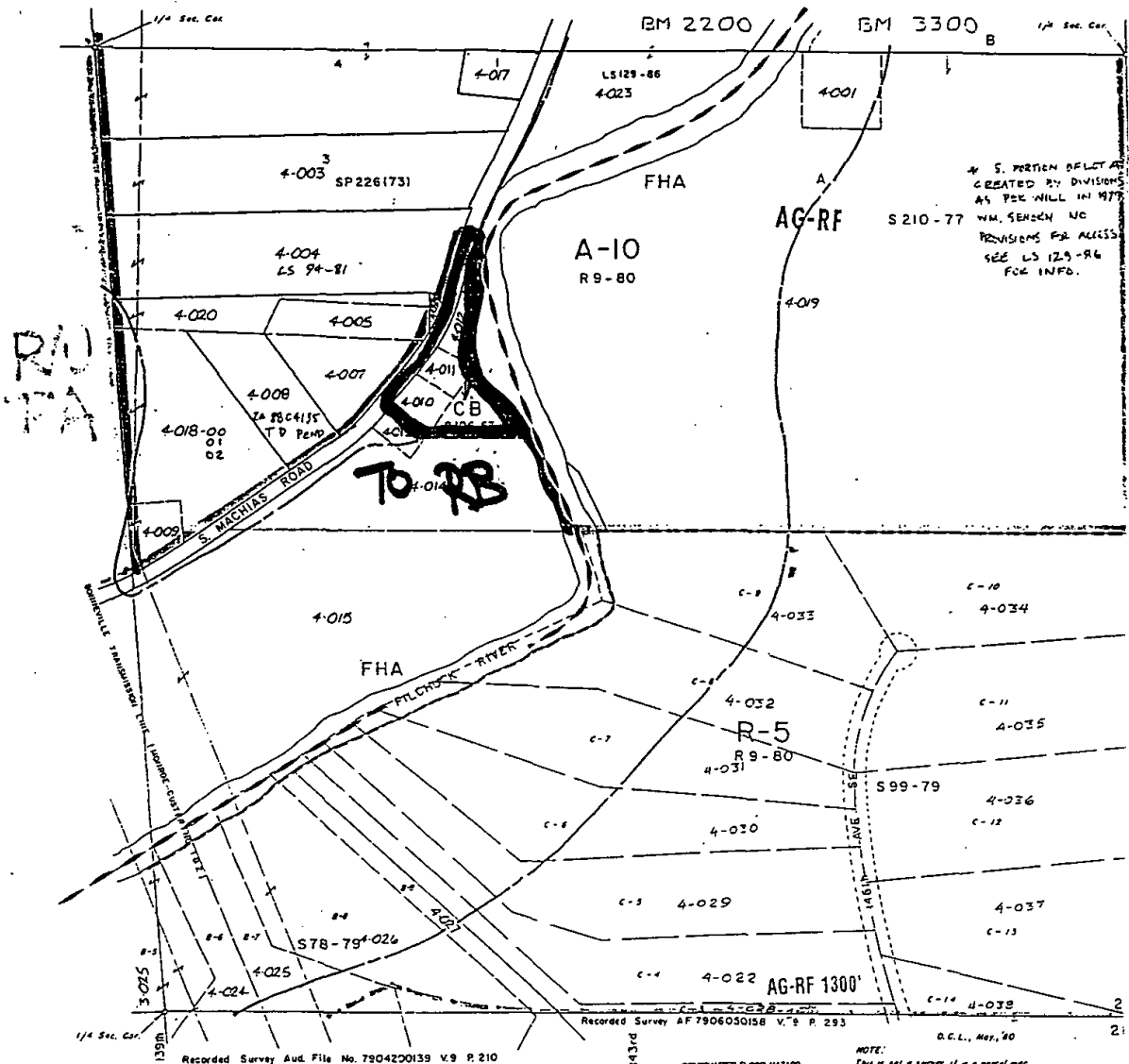


BM 2200









\* S. PORTION DELETED  
 CREATED BY DIVISIONS  
 AS PER WILL IN 1977  
 WM. SENSEN NC  
 PROVISIONS FOR ACCESS  
 SEE LS 129-96  
 FOR INFO.

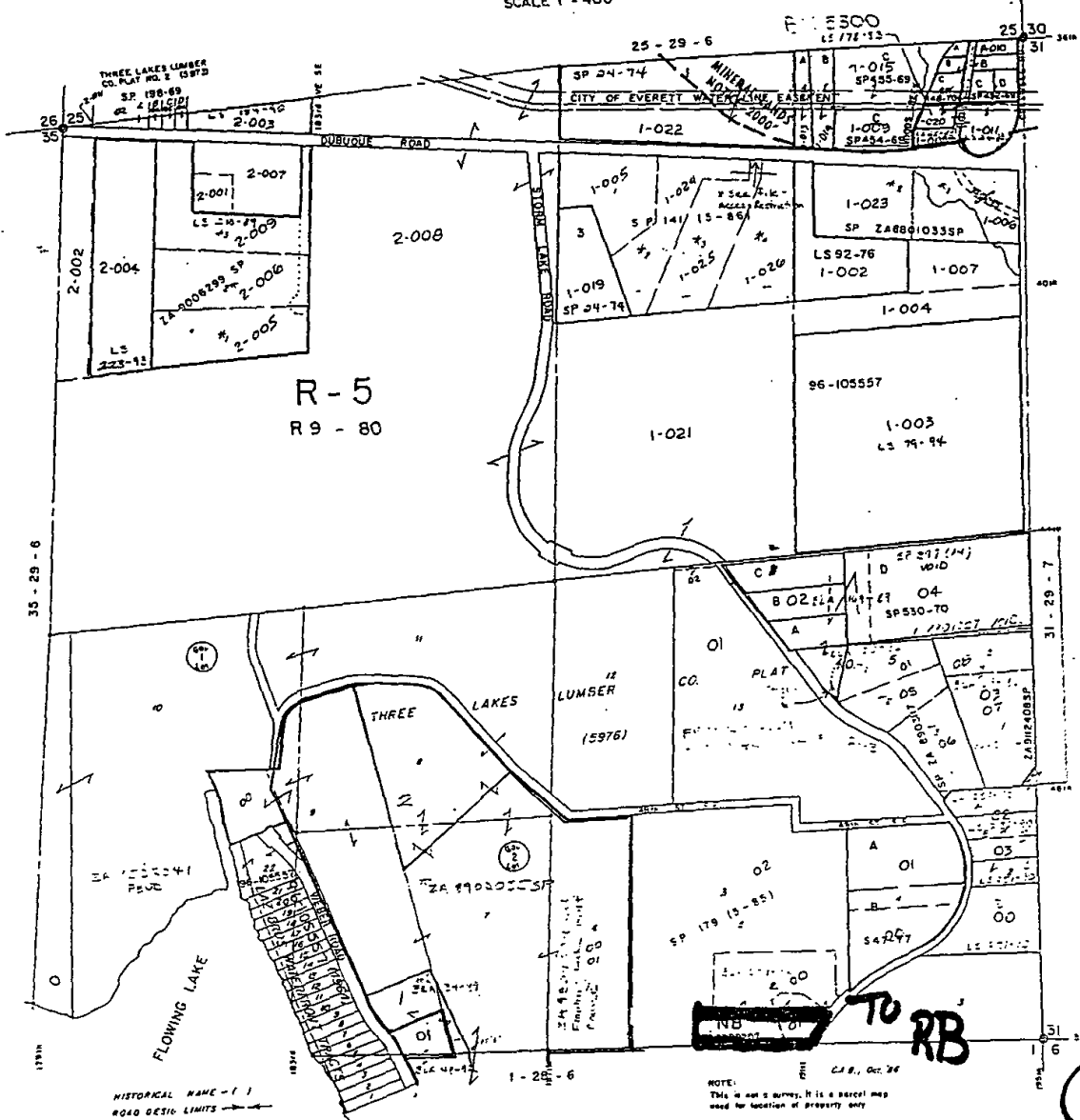
NOTE:  
 This is not a survey, it is a parcel map  
 used for location of property only.  
 D.C.L., May, '80  
 FEB 26 1980  
 Scale 1" = 200'  
 S.E. 1/4, 21 - 29 - 6

SNO-LK. STEVENS C.P.  
 SHORELINE ENVIRONMENT  
 COMP PLAN SITE SENSITIVE SECTION  
 DARRINGTON C.P.  
 AG PRESERVATION

Recorded Survey And. File No. 7904220139 V.9 P.210  
 HISTORICAL NAME - 1  
 ROAD DESIGN LIMITS  
 139m  
 143m

Recorded Survey AF 7906030158 V.5 P.293

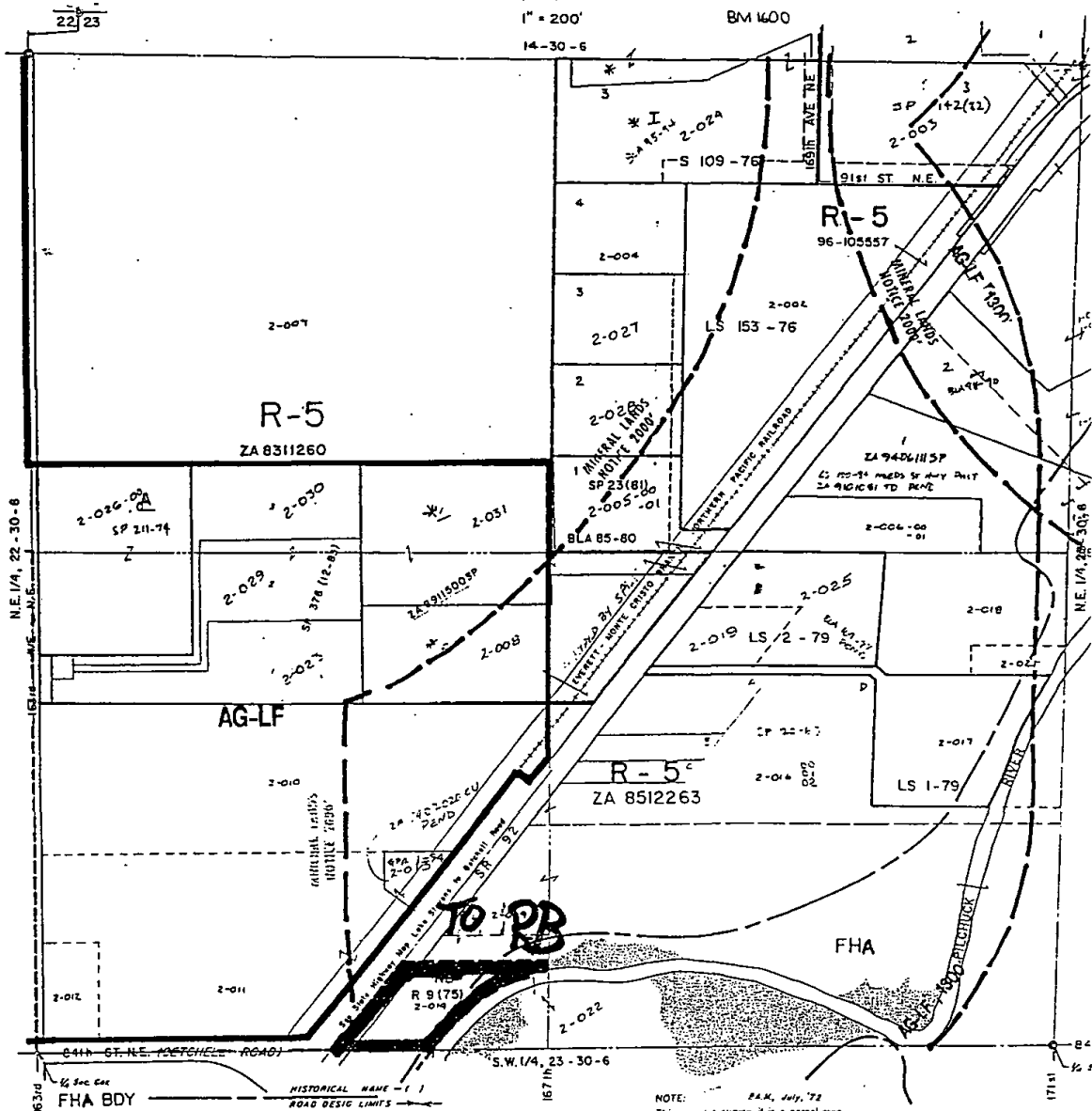
SCALE 1" = 400'



NOTE:  
This is not a survey. It is a parcel map  
used for location of property only.

Scale 1" = 400'

36 - 29 - 6 6/27 1957



GRANITE FALLS O.P.  
 AG PRESERVATION  
 COMP PLAN SITE SENSITIVE SECTION

GENERALIZED FLOOD HAZARD  
 AREAS ARE REPRESENTED FOR  
 SPECIFIC INFORMATION, SEE  
 STUDY:  
 E-2-6-498 p.6

NOTE: P.A.M., July, '72  
 This is not a survey. It is a parcel map  
 used for location of property only.

Scale 1" = 200'  
 N.W. 1/4, 23 - 30 - 6

Zoning  
 Annex

AG-LF

N.W. 1/4, 23 - 30 - 6

TO RB

04th ST NE  
 NB  
 R-5  
 3-001  
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 96-105554  
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 3-013  
 3-016  
 3-015  
 3-003  
 3-002  
 3-001

63rd ST NE  
 SP 92  
 MINERAL LANDS  
 NOTICE 2000  
 PILCHUCK RIVER  
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FHA  
 REV  
 SP 266 (78)

R-5  
 ZA 8512263

ZA 8703142 SP  
 VOID

Recorded Survey A F 9103065004

S 4-91  
 BLA 126-92

BM 1600

BM 2200  
 27 26  
 163 164  
 BM 2400

FHA BOY  
 HISTORICAL NAME - ( )  
 ROAD DESIGN LIMITS

GRANITE FALLS C.P.  
 AG PRESERVATION  
 COMP PLAN SITE SENSITIVE SECTION

GENERALIZED FLOOD HAZARD  
 AREAS ARE REPRESENTED FOR  
 SPECIFIC INFORMATION SEE  
 STUDY  
 5-2-6-198 p 6

NOTE:  
 This is not a survey. It is a parcel map  
 used for location of property only

Scale 1" = 200'

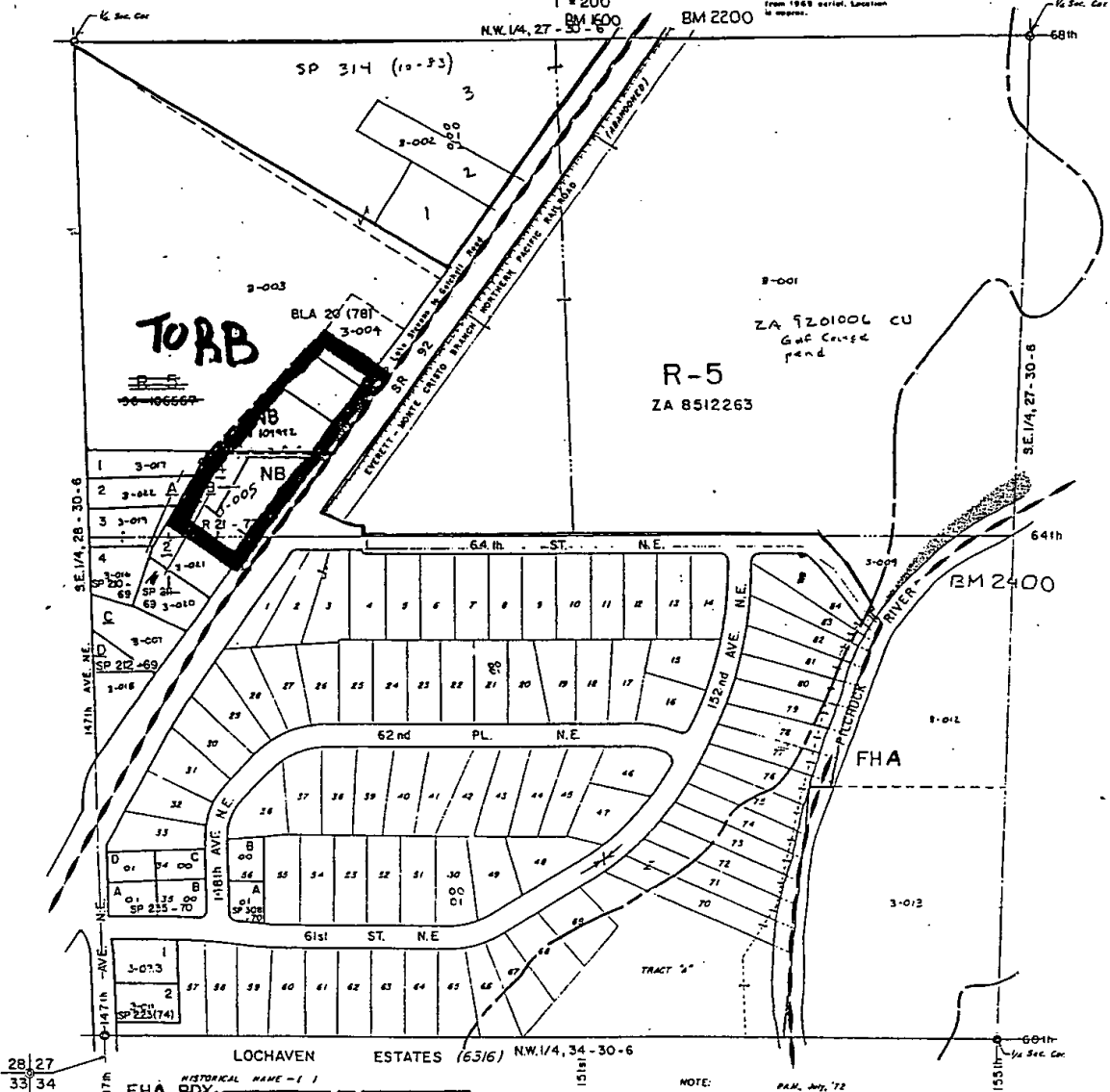
S.W. 1/4, 23 - 30 - 6

Zoning  
 Annex

S.W. 1/4, SEC. 27, T.30N, R.0E.

1" = 200'

Pittcock River was drawn from 1988 aerial. Location is approximate.



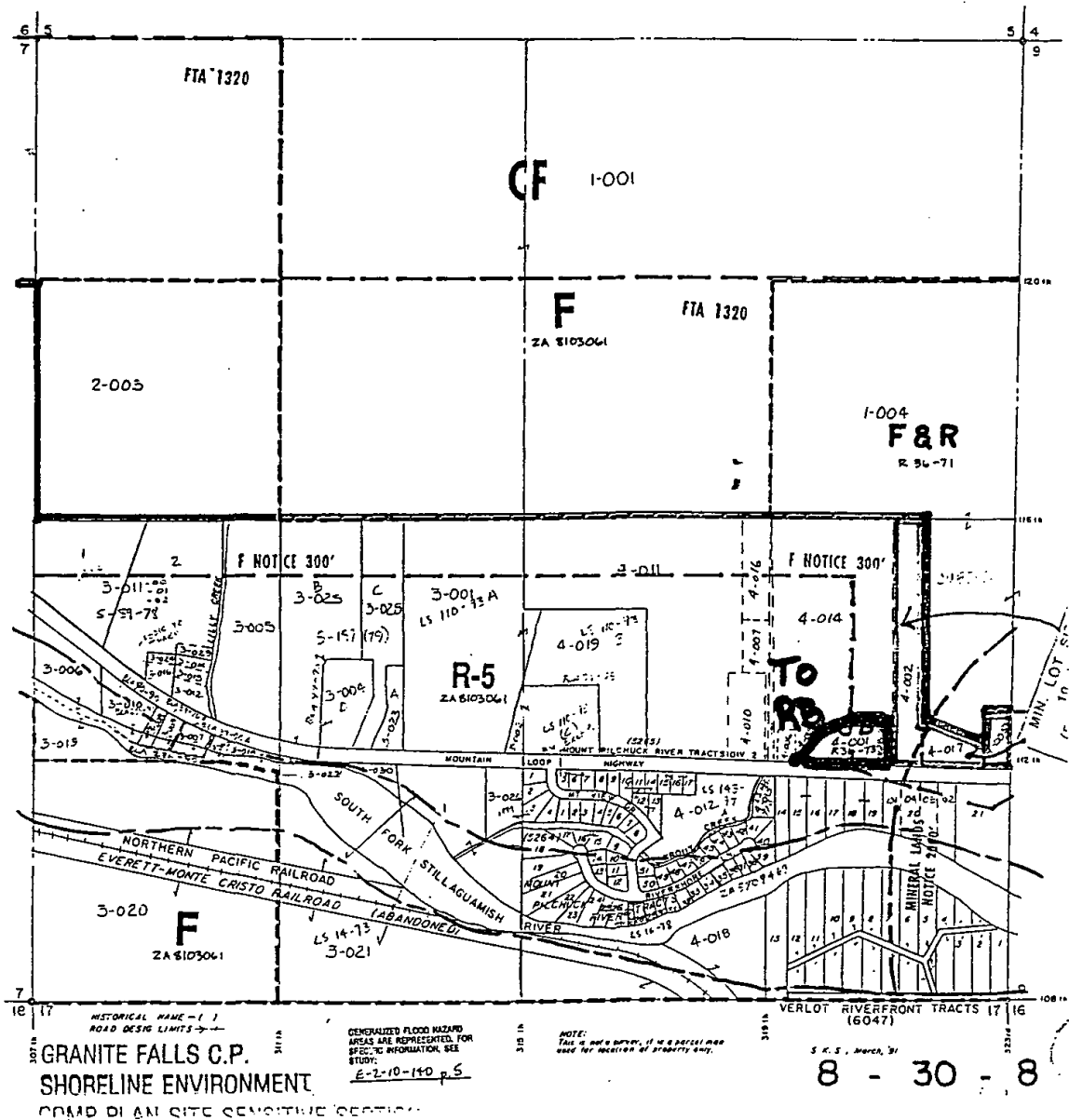
COMP PLAN SITE SENSITIVE SECTION  
SHORELINE ENVIRONMENT  
GRANITE FALLS C.P.

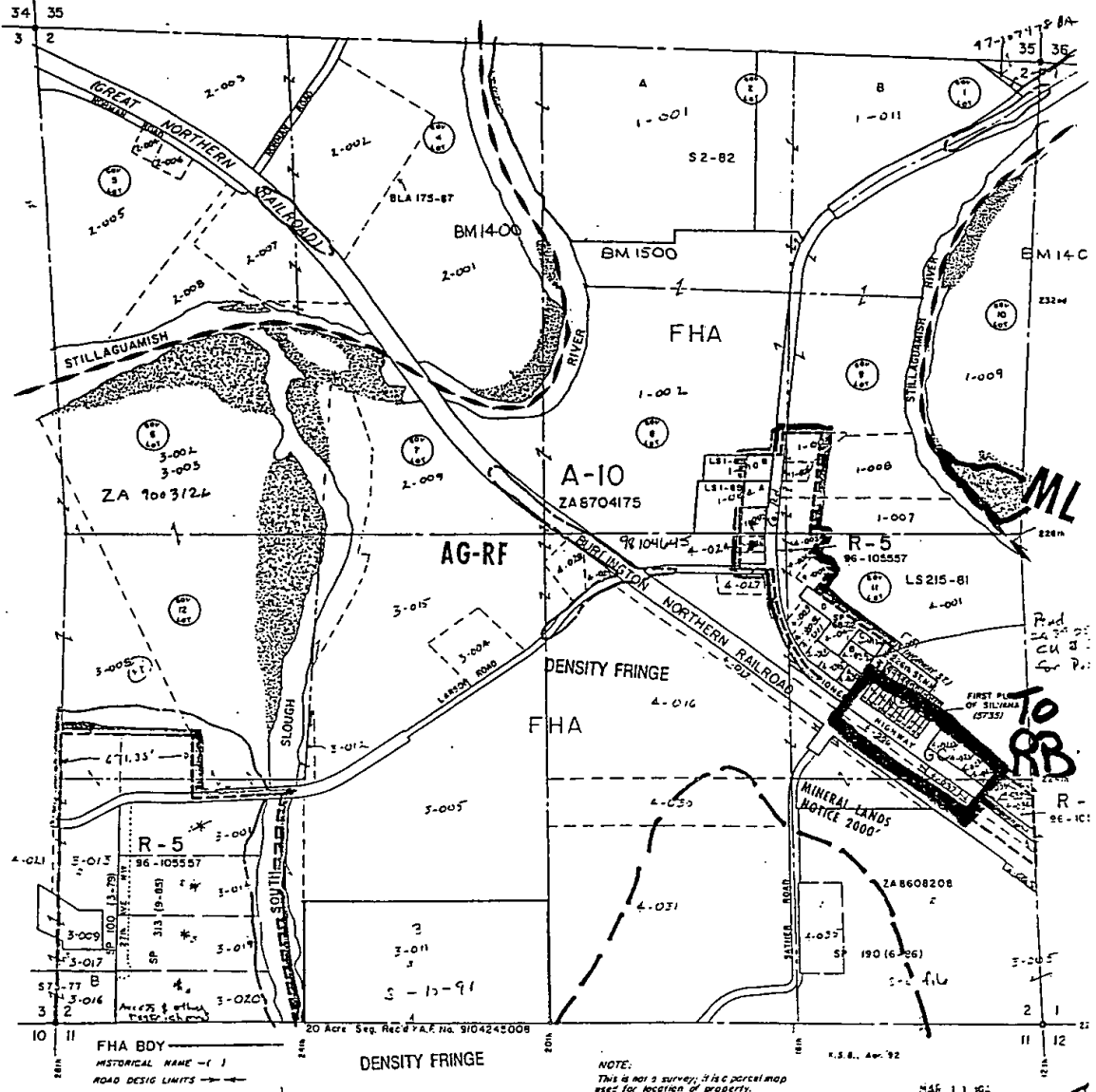
S.W. 1/4, 27 - 30 - 6

Scale 1" = 200'

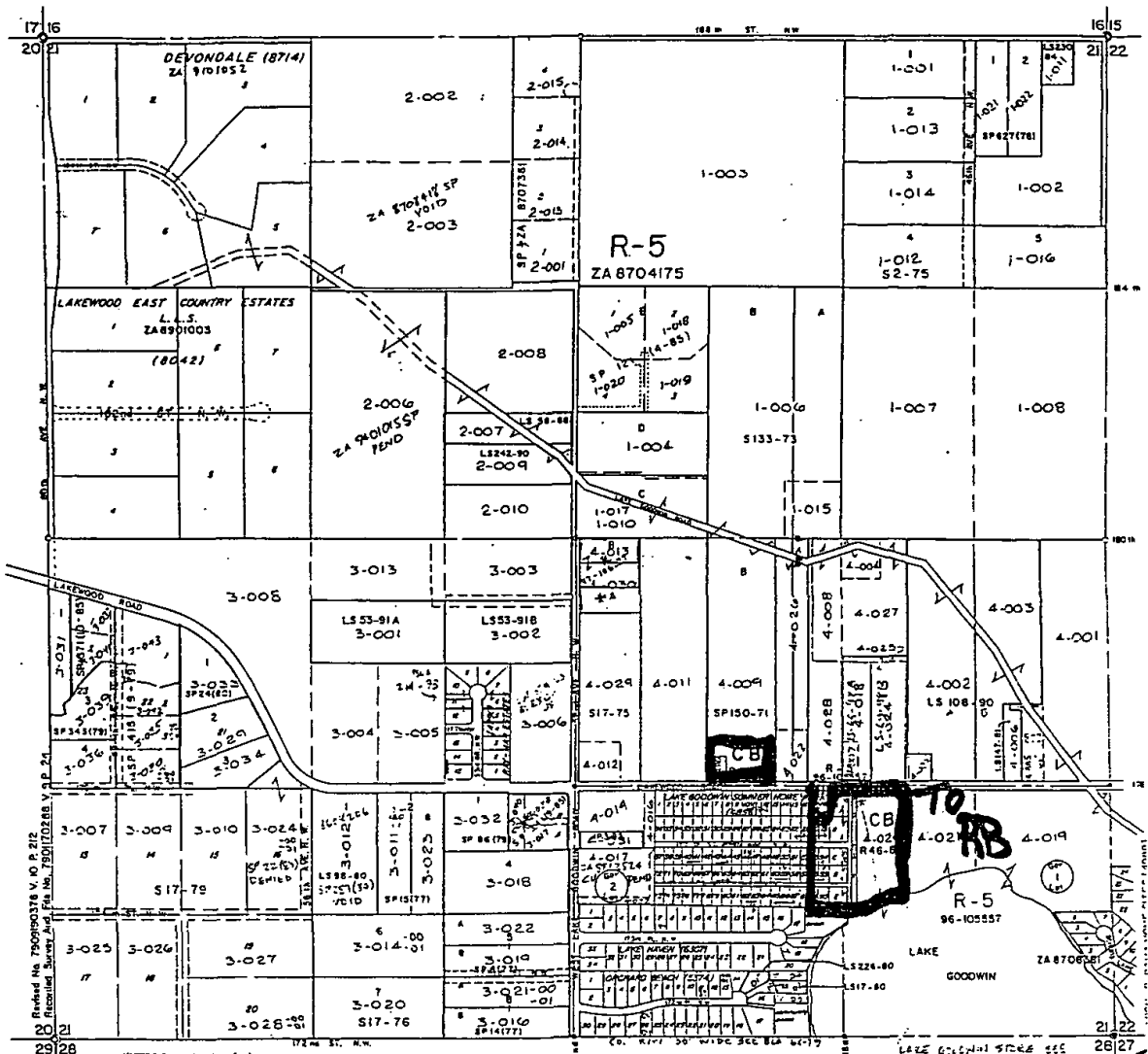
Zoning 6/92  
Annex

42





COMP PLAN SITE SENSITIVE SECTION  
SHORELINE ENVIRONMENT  
AG PRESERVATION NORTHWEST C.P.



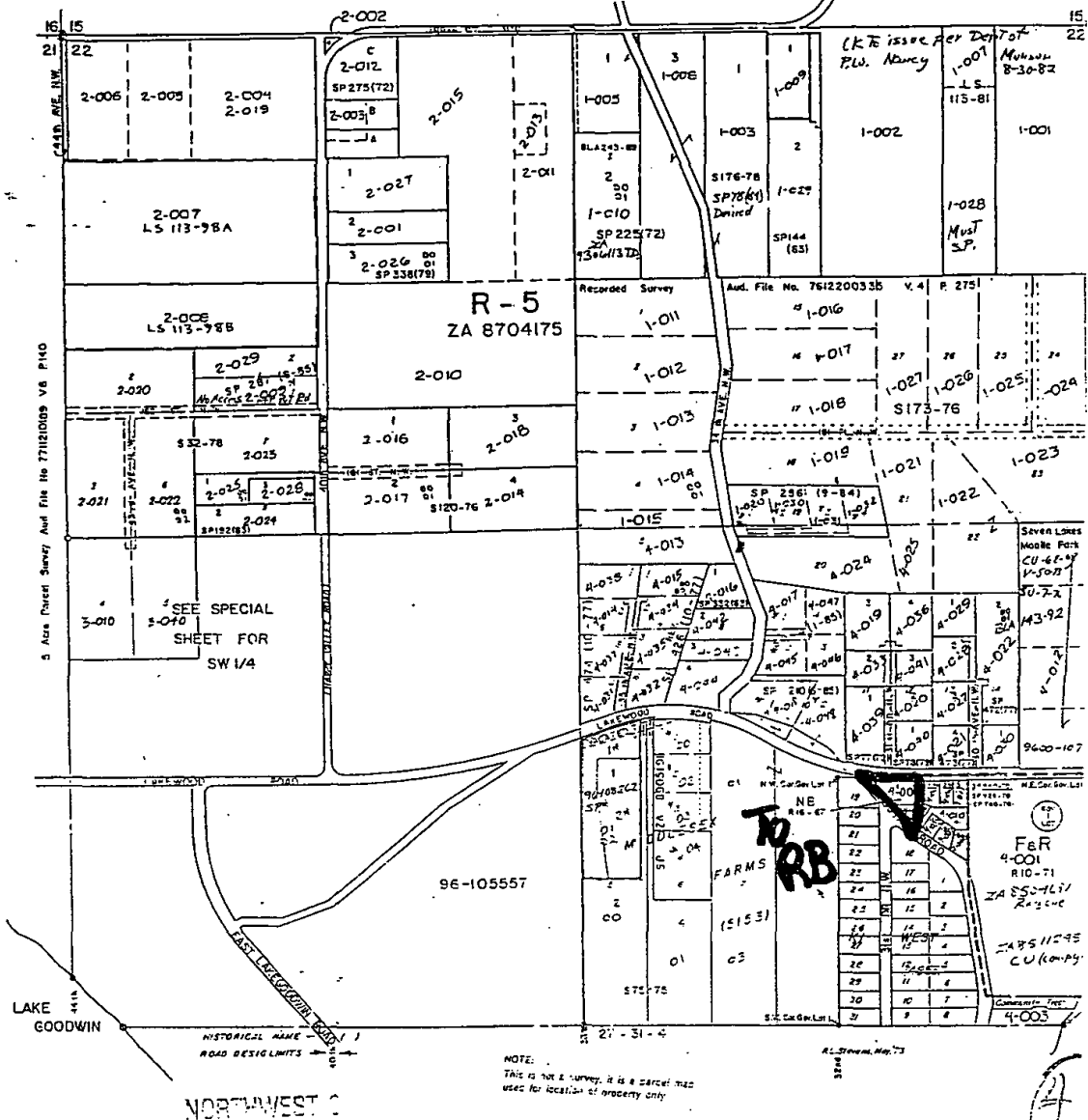
SHORELINE ENVIRONMENT  
COMP PLAN SITE SENSITIVE SECTION

Scale 1" = 400'  
21 - 31 - 4



SCALE 1" = 400'

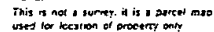
BM 1500



22 - 31 - 4 3/18

BM 1500

N.E. 1/4, 27-31-4

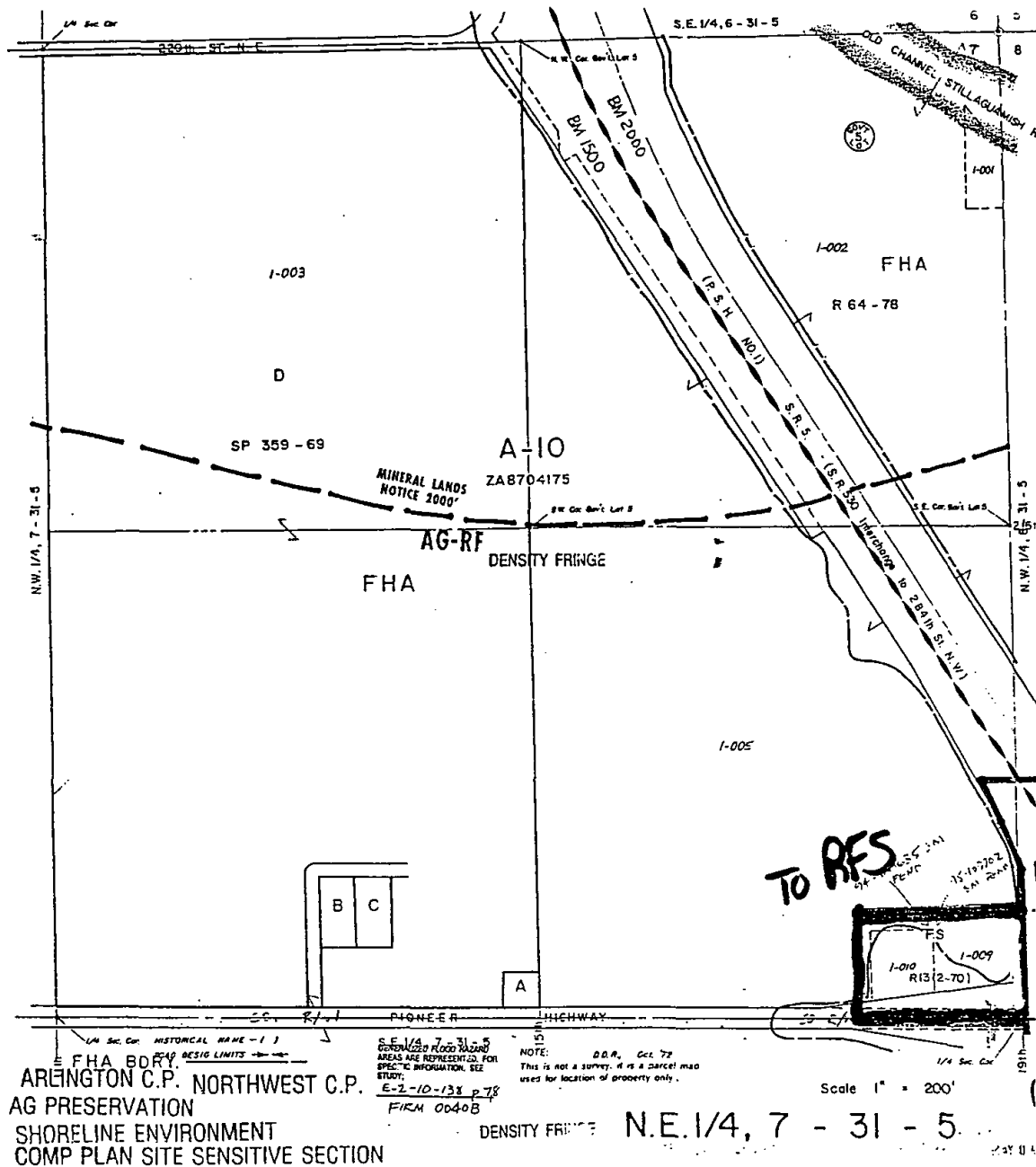


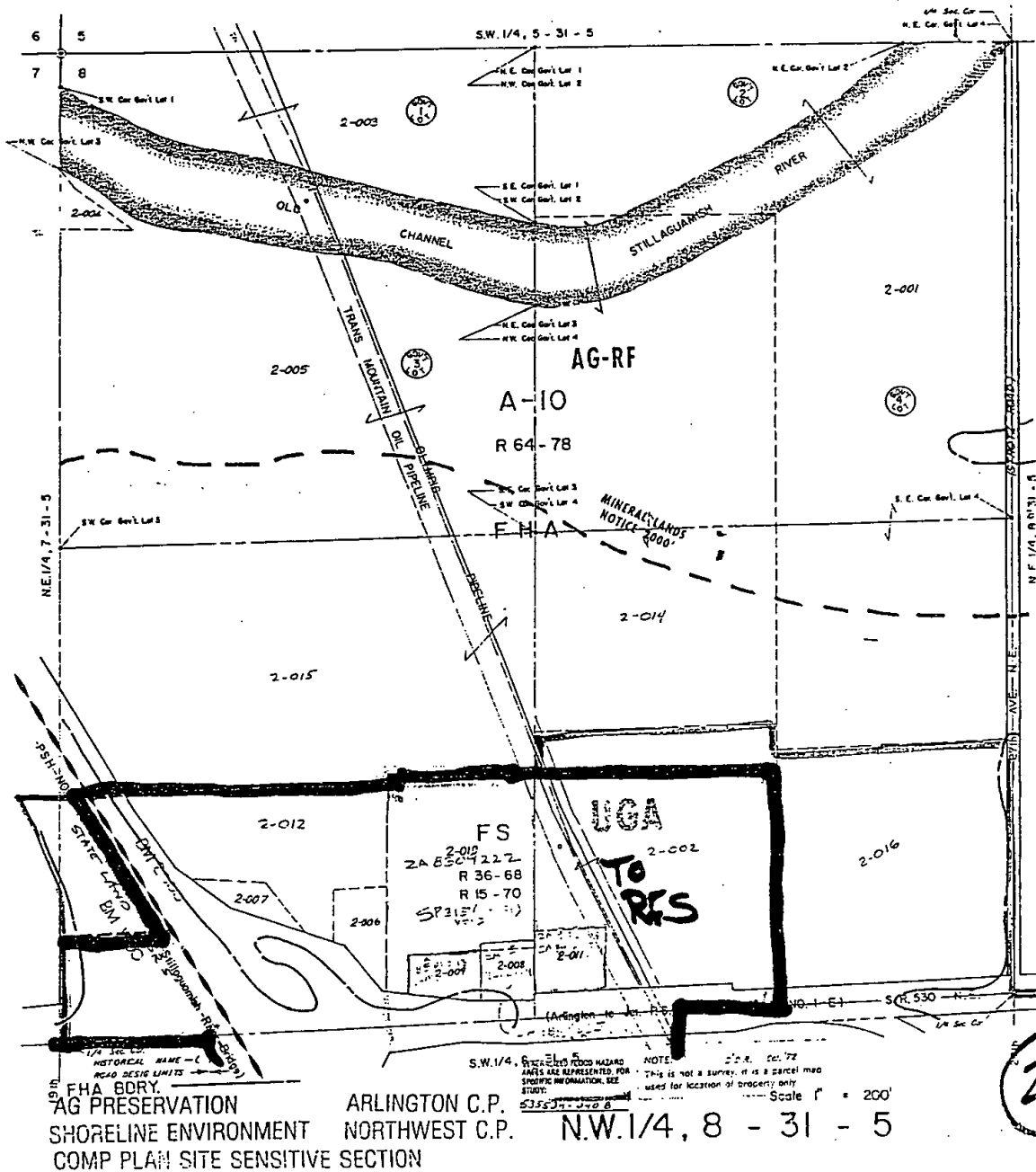
PAM, Feb. '75

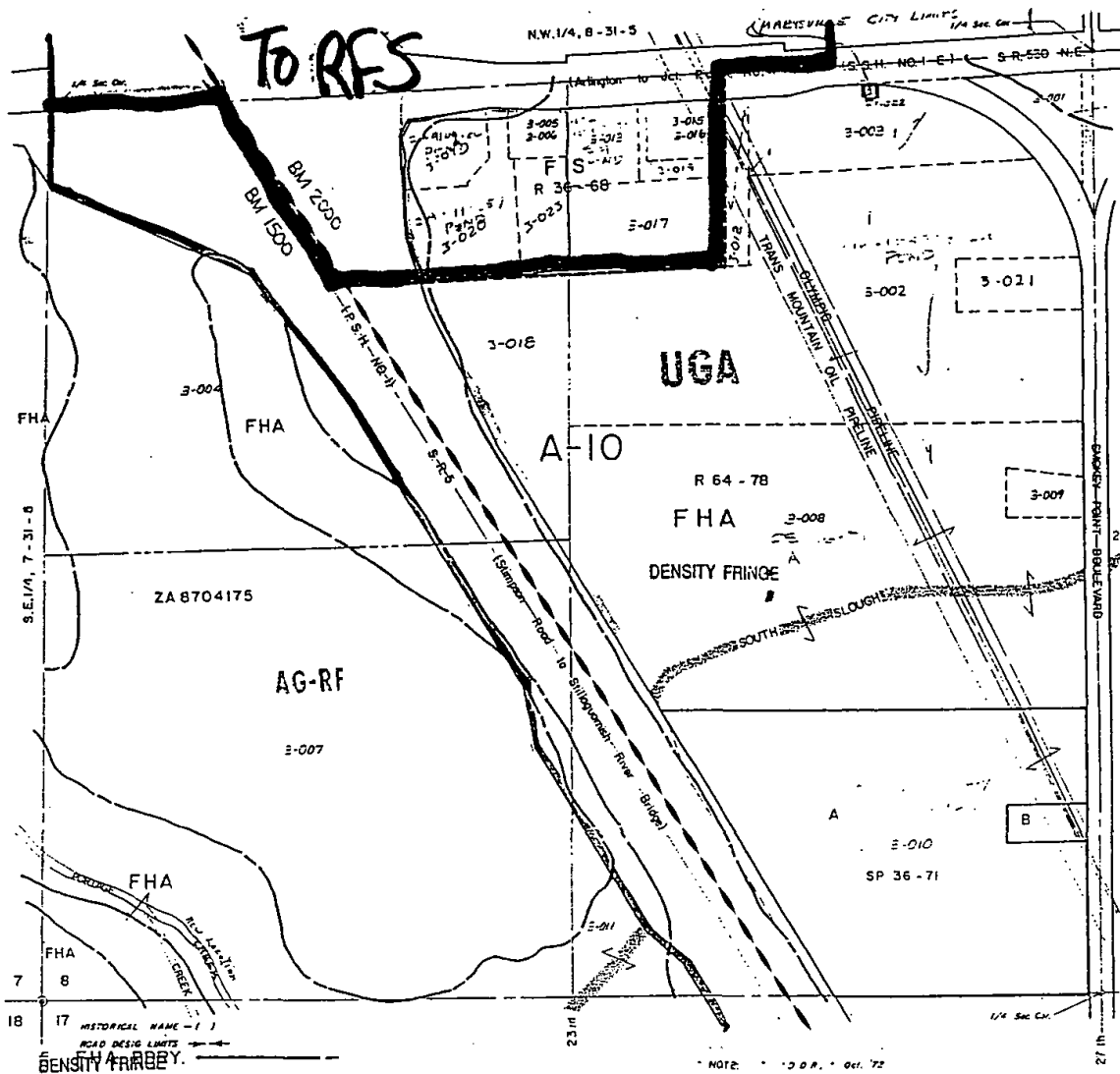
Scale 1" = 200

NORTHWEST C.P.  
SHORELINE ENVIRONMENT  
COMP PLAN SITE SENSITIVE ZONING

S.E. 1/4, 27 - 31 - 4





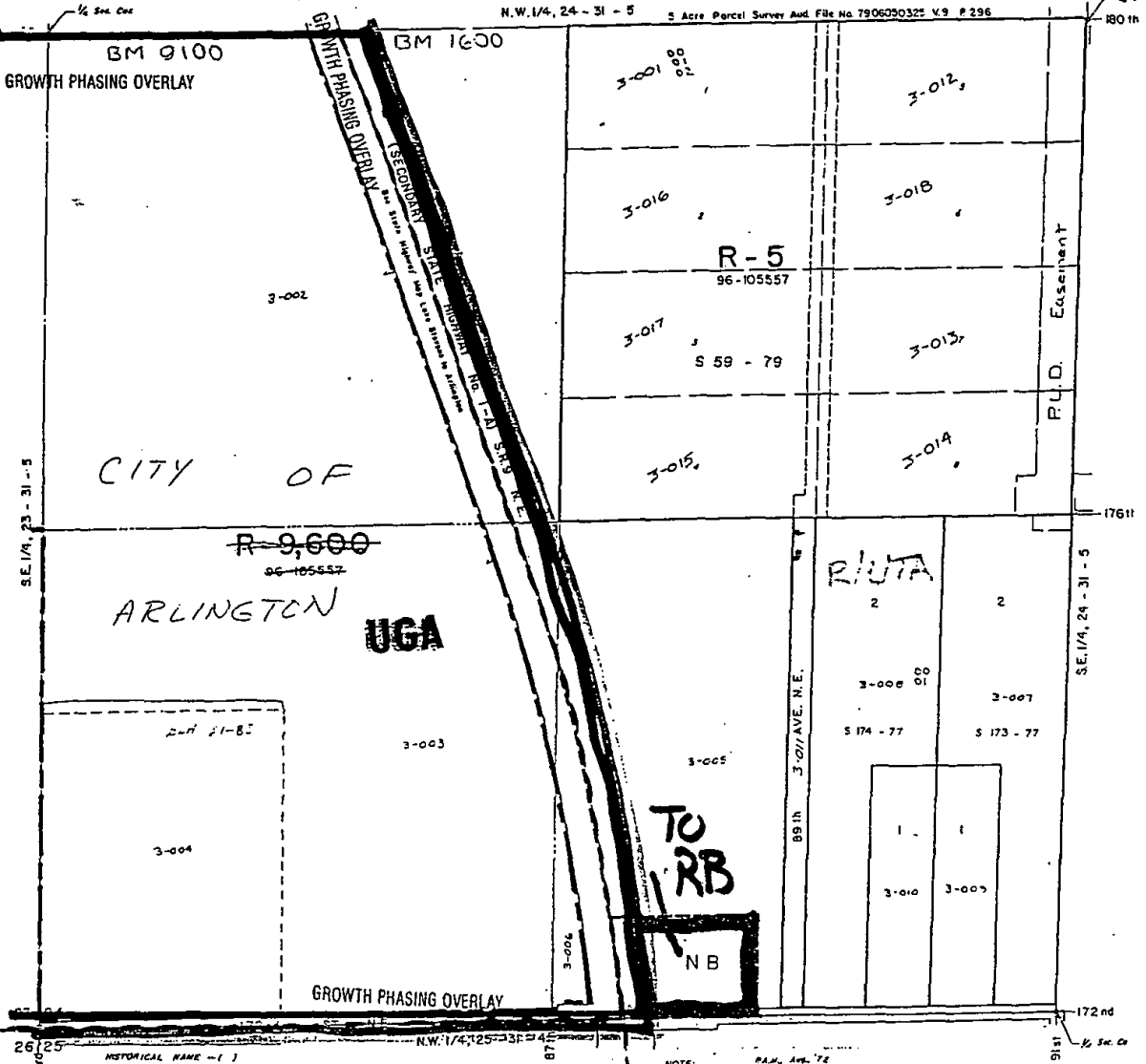


1" = 200'

N.W. 1/4, 24 - 31 - 5

5 Acre Parcel Survey And File No 7906050325 V.9 P.296

180 11h



ARLINGTON C.P.

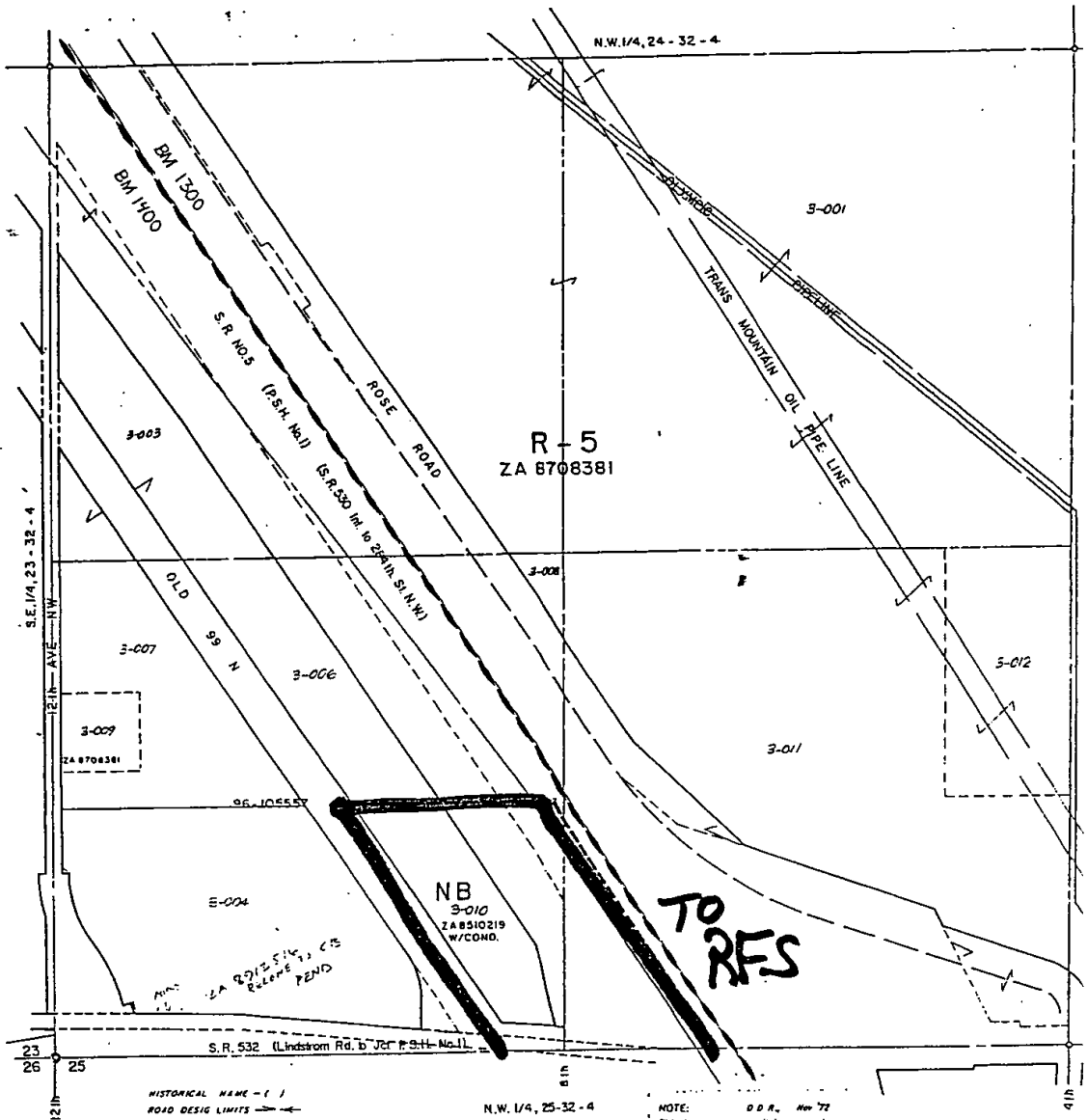
NOTE: P.A.M. Aug. 72  
This is not a survey, it is a parcel map  
used for location of property only.

Mar 11 1972

Scale 1" = 200'

S.W. 1/4, 24 - 31 - 5

(6)



NORTHWEST C.P.  
COMP PLAN SITE SENSITIVE SECTION

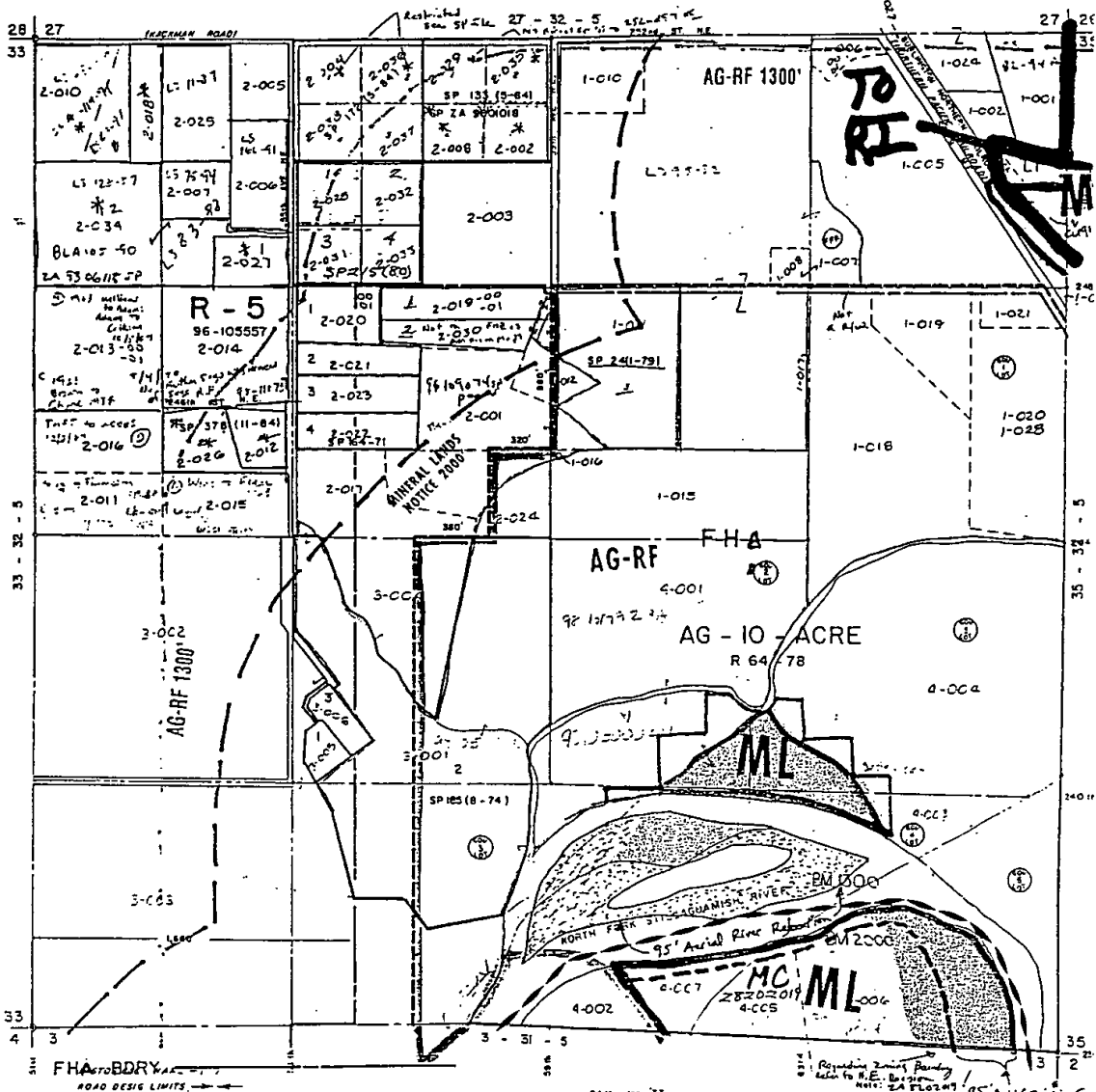
S.W. 1/4, 24 - 32 - 4

Scale 1" = 200'









ARLINGTON C.P.  
SHORELINE ENVIRONMENT  
AG PRESERVATION

NOTE:  
This is not a survey, it is a parcel map  
used for location of property only

34 - 32 - 5

27 25  
34

S.W. 1/4, 26 - 32 - 5

To RI

EL PASO NATURAL GAS CO. PIPELINE  
(Cross location noted)

FHA

91092852U

2-002

LI

R 37-73

ML

R 58-68  
2-007

2-001

R-5  
96-105557

248th

2-008

ELA 91-90  
PEND

R128-67

2A 9210152TD  
PEND  
2-000

AG-RF 1300'

2-005

S 6-73

B

2-009

LS 4-79

R-5  
96-105557

(4-84)

SP 100

(SEC)

STATE HWY. 1-A1

SP-9 NE

AG-RF

AG - 10.4 ACRE

FHA

R 64-78

2-004

2-015

LAKE ARMSTRONG ROAD

MC

1/4 Sec. Cor.

S.W. 1/4, 35 - 32 - 5

C.E. McHARRY, Aug 78

FHA BOY  
HISTORICAL NAME - ( )

ROAD OF THE LIMITS

ARLINGTON C.P.  
AG PRESERVATION  
SHORELINE ENVIRONMENT

GENERALIZED FLOOD HAZARD  
AREAS ARE REFLECTED FOR  
SPECIFIC INFORMATION, SEE  
E-2-10-137 p. 10  
FROM 00408

NOTE:  
This is not a survey. It is a parcel map  
used for location of property only.

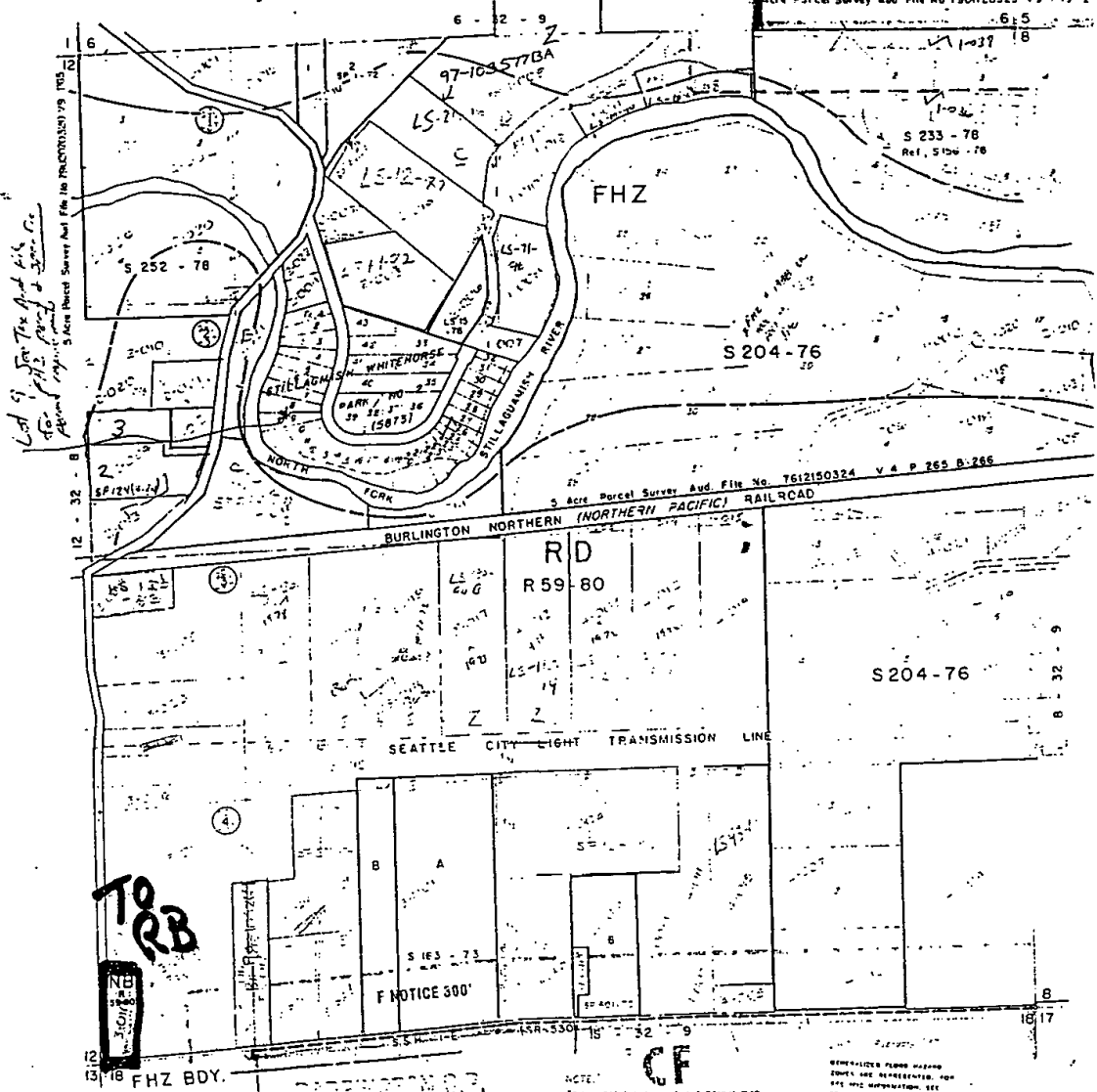
Scale 1" = 200'

N.W. 1/4, 35 - 32 - 5

457

CF

Shoreline Environment  
Parcel Survey And File No 790120329 V9 P19-2



SHORELINE ENVIRONMENT

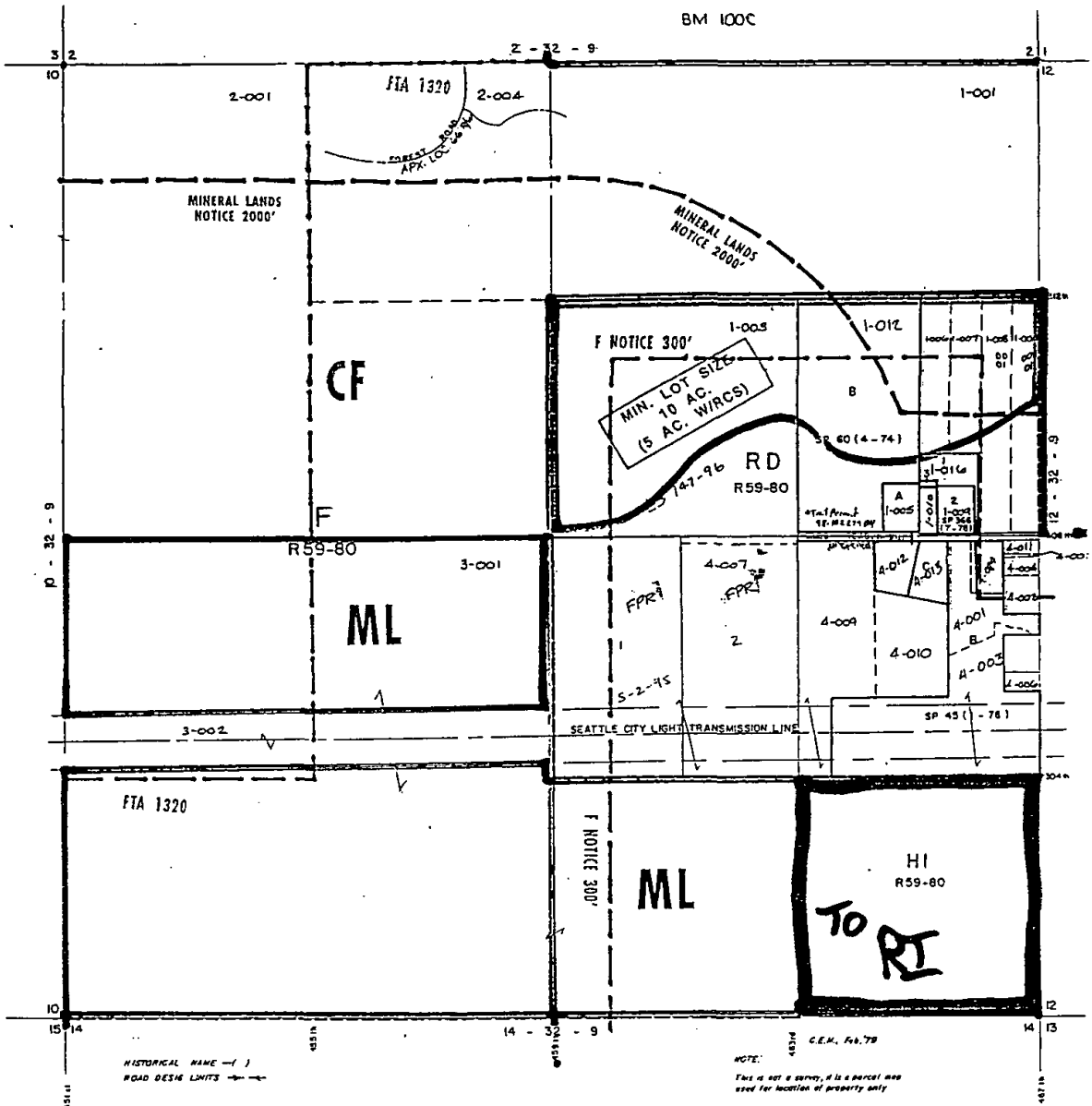
7 - 32 - 9

2/81

NOTE:  
This is not a survey. It is a general map  
used for location of property only.

GENERALIZED FLOOD HAZARD  
ZONES ARE REPRESENTED FOR  
GENERAL INFORMATION SEE  
SHEET  
E-240-139-2-P

Scale 1" = 400'



DARRINGTON C.P.



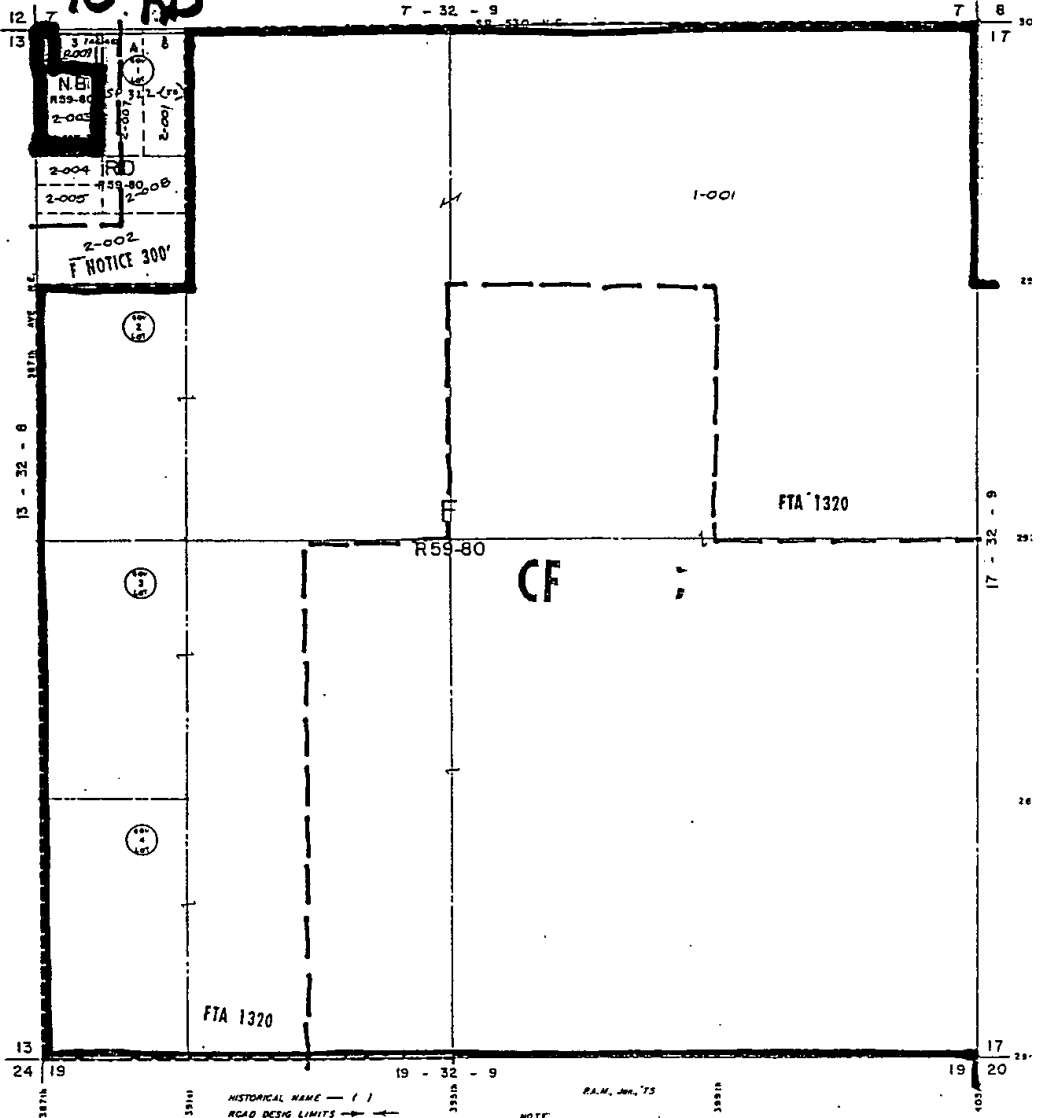
TO RB

1" = 400'

BM 1000

7 - 32 - 9

7 8 30



DARRINGTON C.P.

NOTE:  
This is not a survey, it is a parcel map  
used for location of property only.

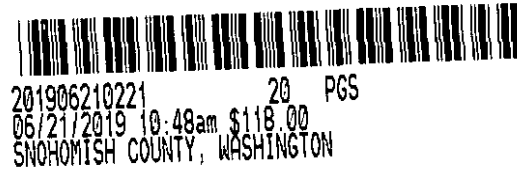
MAY 22 1998

Scale 1" = 400'

18 - 32 - 9

## RETURN NAME &amp; ADDRESS

City of Woodinville  
Attn: City Clerk  
17301 133<sup>rd</sup> Avenue NE  
Woodinville, WA 98072



Please print neatly or type information  
Document Title(s)

Wellington Hills Settlement Agreement

Reference Number(s) of related documents:

Additional Reference #'s on page \_\_\_\_

Grantor(s) (Last, First, and Middle Initial)

Northshore School District No. 417

Additional Grantors on page \_\_\_\_

Grantee(s) (Last, First, and Middle Initial)

City of Woodinville

Additional Grantees on page \_\_\_\_

Legal Description (abbreviated form: i.e. lot, block, plat or section, township, range,  
quarter/quarter)

Section 35, Township 27, Range 5

Complete legal on page 9, 10, 11

Assessor's Property Tax Parcel/Account Number

27053500301300

Additional parcel #'s on page 4

The Auditor/Recorder will rely on the information provided on this form. The responsibility for the accuracy of the indexing information is that of the document preparer.

\*I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

Signature of Requesting Party



## WELLINGTON HILLS SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is made as of April 29, 2019, by and among the CITY OF WOODINVILLE, a Washington municipal corporation (the "City") and the NORTSHORE SCHOOL DISTRICT NO. 417, a Washington municipal corporation (the "School District"). All of the foregoing entities may be referred to individually as a "Party" and collectively referred to as the "Parties."

### RECITALS

- A. In 2015, Snohomish County (the "County") authorized the sale to the School District of certain real property commonly known as the Wellington Property, located adjacent to the City, to the north, and legally described in the attached Exhibit A (the "Site");
- B. The City challenged the sale of the Site by legal actions filed in Skagit County Superior Court (Cause No. 13-2-00714-5 and 15-2-01492-0) and Thurston County Superior Court (Cause No. 16-2-02541-34);
- C. NEIGHBORS TO SAVE WELLINGTON PARK ("NSWP") challenged the sale of the Site by legal actions filed in Skagit County Superior Court (Cause No. 15-2-01555-1) and Thurston County Superior Court (Cause No. 16-2-02628-34);
- D. The County closed on the contract to sell the Site to the School District in 2017;
- E. The School District serves a geographic area that includes the City and portions of the County, and has said that it will eventually develop portions of the Site for school facilities, but it currently has no plans to do so;
- F. The proposed development of the Site will require review under the State Environmental Policy Act, Chapter 43.21C RCW ("SEPA"); and
- G. The Parties wish to resolve all claims by entering this Agreement, but without waiving claims and defenses against NSWP, which has declined to participate.

In consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

### AGREEMENT

#### 1. Planned Use of Site.

a. The School District intends to develop and use the Site for School Purposes. However, the School District has not developed a plan for the facilities to be constructed on the Site and anticipates that such planning and initial Site development will not commence for several years. The facilities at the Site may be constructed in phases or as separate projects over a period of years. Prior to adoption of plans for development of the Site, the School District will

undergo planning as described in Section 2, Capital Facilities and Comprehensive Planning. In this Agreement "School Purposes" means uses and activities that are necessary for or consistent with the education of students and are typically provided on school-owned property, including classrooms, libraries, lunch facilities, administrative offices, gymnasiums, sports fields, theatres, industrial arts facilities, parking stalls, and other similar uses and activities. The School District shall not construct any facilities at the Site primarily intended to serve broader community needs, such as a community center or a community sports complex. While both Parties agree that the Site is to be developed and used for school purposes, it does not preclude incidental use of School Facilities by community members and groups.

b. Absent changes to the current comprehensive planning and zoning of the Site and surrounding area, the initial planned capacity of School District's facilities planned on the Site will accommodate enrollment of 1,200 full-time students. Planned capacity may increase to up to 1,500 full-time students if (i) the Growth Management Act (GMA) Urban Growth Area is expanded to include land within the School District's Boundary, or (ii) a zoning change occurs in the City that materially increases the student population projections from the City for the Site and assessment by an independent third party selected by the School District with the City's consent, not to be unreasonably withheld, demonstrates that (iii) either (i), (ii) or both will generate 300 additional full-time students the School District reasonably determines are most appropriately housed in facilities at the Site; provided that appropriate Capital Facilities Planning and SEPA review (which must occur through an EIS if not covered by a previous EIS consistent with Section 3) shall accompany any such change by the District and shall consider whether any additional mitigation is appropriate. Notwithstanding the foregoing, the District shall not request or advocate for a change in the Urban Growth Area boundary to include the Site.

c. The School District shall not request to or extend sanitary sewer facilities to the Site unless (i) the Urban Growth Area is expanded to include the Site before either adequate septic facilities are constructed or existing septic facilities which are approaching the end of their useful lives are to be replaced or (ii) the School District otherwise is required to do so by an agency with jurisdiction.

2. Capital Facilities and Comprehensive Planning. In advance of any development on the Site, as described in Section 1, the School District shall identify and describe the anticipated facilities in the School District's Capital Facilities Plan, as the same may be updated from time to time, which in turn will be proposed for inclusion in the County's comprehensive plan, or if then applicable, the City's comprehensive plan.

3. SEPA Review.

a. The School District will serve as lead agency under SEPA for planning and development of school facilities at the Site. The School District will prepare a full environmental impact statement ("EIS") under SEPA in accordance with the state SEPA regulations, Ch. 197-11 WAC, the School District's SEPA Policies, Board Policy No. 9280, as amended ("SEPA Policies"), and other applicable law prior to adoption of a plan for development of such school facilities at the Site. The School District will not issue or rely upon a determination of nonsignificance (including a mitigated determination of nonsignificance) pursuant to the SEPA regulations, Ch. 197-11 WAC. The School District and the City will

appoint a mutually agreeable, independent third-party SEPA Responsible Official to prepare the EIS and oversee SEPA review. The SEPA Responsible Official will consult with the City on an ongoing basis concerning potentially significant adverse impacts, including but not limited to potential adverse impacts to transportation systems and concurrency, vehicular traffic, parking, circulation, pedestrian and bicycle safety, and traffic hazards. The Responsible Official working with the School District and the City, shall establish at the outset of his/her work protocols for communication with or among the School District and the City consistent with the intent of the appointment of the SEPA Responsible Official which is to ensure independence and unbiased results, based on the Responsible Official's independent judgement.

b. The independent SEPA Responsible Official will be selected by the School District Board of Directors as follows. The School District shall solicit consultant interest in preparation of the EIS, after notice to the City, pursuant to normal School District procurement process for such services. The City may encourage consultants to request consideration for the assignment. A representative of the School District and a representative of the City shall jointly review the list of proposers and select one proposer to recommend to the Board, subject to negotiation of a mutually (between the School District and the City) acceptable contract between the School District and such consultant. If the School District Board rejects such recommendation, or the recommended consultant does not accept the proposed contract, then a representative of the School District and a representative of the City shall jointly review the remaining list of proposers and select a second proposer to recommend to the Board, and this process shall continue until the School District and the recommended consultant enter into the approved contract. If the School District representative and City representative are unable to agree on the proposer to be recommended to the Board, then the School District Superintendent and City Manager shall select between the School District representative's and City representative's preferred proposer. If the Superintendent and City Manager are unable to agree, then the Parties will ask Dennis McLearren<sup>1</sup> (or if he is not available for any reason, a mutually acceptable retired King County superior court judge) to make the selection after reviewing a statement of reasons from the School District and the City. The cost of such to be equally split by the School District and the City.

c. The School District shall commission and disclose as part of the EIS a full geotechnical analysis of the Site ("Geotech Report"), including full investigation of potential seismic lineaments and faults, to be prepared by a geotechnical consultant selected by the City, subject to the consent of the School District, not to be unreasonably withheld, conditioned, or delayed.

4. Transportation. The School District and the City desire to minimize traffic to and from the Site from the east along 240th St. SE. The School District recognizes that other access to the Site must be improved because it is currently steep, circuitous and substandard. The School District will implement policies, physical measures and improvements to minimize vehicle trips attributable to access to and egress from the Site from the east, and to substantially improve other access. In furtherance thereof, the School District will, prior to use of the Site, design and make good faith efforts to secure necessary approvals for, and upon receipt of such final approvals, to

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<sup>1</sup> Mr. McLearren served as mediator in the resolution of the disputes between the School District and the City that this Agreement resolves.

implement such policies, measures, and improvements including but not limited to street improvements, to 240th St. SE on the west side of the Site; that are reasonable and appropriate to facilitate and encourage use of that access and to meet traffic demand to and from the Site by vehicle trips attributable to the Site. Upon completion of such road improvements, the School District will make all reasonable effort, including by policies, and other measures, to direct all vehicle trips attributable to Site usage to access the Site from the west side of the Site, unless and except when and to the extent such access is otherwise legally or practically unavailable (e.g., road repairs, snow, etc.).

5. Conservation Areas; Buffer.

a. The School District will treat as a "Conservation Area" and will not construct school facilities or improvements, including but not limited to structures, buildings, parking lots, and sports fields, on the area(s) depicted on the attached Exhibit B and identified as a Conservation Area; provided, however, that underground utilities, and educational program activities that do not involve structures or improvements (e.g. simple garden beds), are permitted. Access roads on the perimeter of the Site are not permitted, but roads that provide direct site access may be permitted. The Conservation Area may also satisfy or be counted toward any legally required Native Growth Protection Areas and Critical Areas Protection Areas under the Snohomish County Code or similar requirements under other applicable law.

b. The Conservation Area includes a buffer of sixty (60) feet along the following roadways:

- i. the westerly side of 71st Dr. SE for that portion of 71st Dr. SE that is north of 240th St. SE;
- ii. the southerly side of 240th St. SE for that portion of 240th St. SE that is east of 71st Dr. SE;

c. The Conservation Area includes a buffer of one hundred (100) feet in the following areas:

- i. the easterly boundary of tax parcel no. 2705350030-1300
- ii. the easterly boundary of the portion of tax parcel no. 2705350030-2200 that is south of tax parcel no. 2705350030-1300;
- iii. the southerly boundaries of tax parcel nos. 2705350030-2200, 2705350030-1100, 2705350030-0400, and 2705350030-0500.

d. Nothing in this Agreement shall preclude the School District from taking advantage of securing regulatory credit for the restrictions imposed by this Agreement on use of the Conservation Area in buffer averaging, variances or mitigation options under applicable development regulations that could otherwise restrict development in sensitive areas outside of or in addition to the Conservation Area. However, the specified minimum buffers in this Agreement must be maintained.

6. Right of First Offer; Alternative Siting.

- a. If the School District determines that all or any portion of the Site is not needed for School Purposes and should be sold, the School District will give the City notice of that determination and allow the City a minimum of 60 days in which to request an appraisal of such surplus property by an independent appraiser selected by the Board of Directors of the School District, with the consent of the City, which shall not be unreasonably withheld, conditioned or delayed, who is familiar with land use and development regulations applicable to the Site, the University of Washington deed restriction on the site, the history of public recreational use of the Site, and its environmental and geotechnical constraints. The appraisal shall conform to Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Institute. The School District shall grant the City an ongoing right of first offer to purchase any such surplus property for its then-appraised value, in the form attached as Exhibit C. Sale of the property by the School District shall be performed in accordance with Chapter 28A 335 RCW or Chapter 39.33 RCW as appropriate.
- b. If a property comparable to the Site in development potential for the school facilities becomes available before January 1, 2028, or when the School District begins schematic design on a planned development of the Site, whichever is earlier, the School District will assess whether the alternative site will meet all of the School District's capital facilities needs planned or possible at the Site in a manner consistent with the School District's student demographics, Capital Facilities Plan, available funds (and consult with the City in good faith as to the extent to which the City may commit to supplement the School District's available funds in furtherance of the School District's purchase of the potential alternative site) and other prudent school facilities planning. If the School District determines that the alternative site is suitable for the School District's capital facilities needs planned for the Site, and agrees with the City that Site development will consequently be substantially limited or will not occur at all, then the City will exercise reasonable efforts to assist the School District to acquire the alternative site on commercially reasonable terms consistent with the School District's schedule and budget, provided that the ultimate decision to acquire the alternative site or not shall remain the School District's in its sole discretion. Following any such alternative site acquisition, the School District shall determine if the Site or a portion of it is then surplus to the School District's needs and make it available for purchase pursuant to Section 6.a. above.

7. Public Use of Site. Until the School District begins actual development of school facilities on the Site, the School District shall permit Passive Recreational use of the Site by the public under the terms and conditions set forth in the Washington Recreational Use Immunity statute (RCW 4.24.210). The term "Passive Recreational Uses" means the following or similar activities by individuals or groups of individuals: walking, jogging, birding, bicycling, and picnicking.



8. Release; Future Obligations. The Parties forever quit, release, surrender, and discharge any and all claims, suits, actions, allegations, charges, demands, judgments, and costs, whether known or unknown, both legal and equitable, arising out of the purchase of the Site by the School District and the sale of the Site by the County. If either Party is not in compliance with this Agreement, the non-breaching Party shall be entitled to injunctive relief under Section 15 and other legal remedies to compel compliance.

9. Dismissal of Actions. Within twenty (20) days of the Effective Date, the City will file a voluntary dismissal of its claims in each court, namely Thurston County Superior Court (*City of Woodinville v. State Growth Management Hearings Board, et al.*, Cause No. 16-2-02541-34) and Skagit County Superior Court (*City of Woodinville v. Snohomish County and Northshore School District*, Cause No. 15-2-01492-0, consolidated with Cause No. 15-2-01555-1).

10. Condition Precedent. This Settlement Agreement will not bind any of the Parties unless and until each of the following governing bodies of each Party provide written acceptance of this Settlement Agreement; moreover, if any of the following governing bodies do not provide written acceptance of this Settlement Agreement within sixty (60) days of the date first written above, then this Settlement Agreement is not binding on any party in any respect:

- a. The School Board of the Northshore School District;
- b. The Woodinville City Council; and

11. No Admission. This Agreement does not constitute, nor shall it be deemed to constitute, an admission by any Party with respect to any allegation, claim, fact, or conclusion of law set forth in any legal pleading in any of the actions listed in Section 9.

12. Notices. Any notice or other communication required or permitted to be given under this Agreement will be provided by certified mail to the following individuals and addresses:

City of Woodinville  
Attn: City Manager  
17301 133<sup>rd</sup> Avenue NE  
Woodinville, WA 98072

Northshore School District  
Attn: Superintendent  
3330 Monte Villa Pkwy  
Bothell, WA 98021

13. Costs, Expenses and Attorneys' Fees. The Parties will bear their own costs, expenses and attorneys' fees as they were originally incurred in connection with the matters covered by this Agreement.

14. Miscellaneous. The obligations of the Parties hereunder shall be specifically enforceable. This Agreement constitutes the entire agreement between Parties respecting its subject matter and shall not be modified or amended except in a writing signed by all Parties. This Agreement shall be governed by and interpreted in accordance with the laws of the state of Washington. Venue for any dispute arising from this Agreement shall be in King County Superior Court. Any rule of construction to the effect that ambiguities are to be resolved in favor of any Party shall not be employed in the interpretation of this Agreement and are hereby waived by every Party.

This Agreement shall be construed as a whole. Each Party was represented by competent counsel during the negotiation of this Agreement, and such counsel negotiated the terms of this Agreement. The misplacement, addition or omission of a word or character shall not change the intent of any part of this Agreement from that set forth by this Agreement. This Agreement may be executed with counterpart signature pages and in duplicate originals, each of which shall be deemed an original, and all of which together shall constitute a single instrument. If any portion of this Agreement is determined to be unlawful or otherwise unenforceable, the remainder of the Agreement shall remain in effect, and such unlawful or unenforceable provision shall not relieve either Party of its lawful obligations under this Agreement. Subject to the approvals required by Paragraph 9 above, this Agreement is effective as of the date first written above. This Agreement does not create any rights or claims for any third-parties, and it shall not create any third-party beneficiaries except with regard to the passive Public Use of the Site agreed upon in Section 7.

15. Injunctive Relief. The parties acknowledge and admit that damages are not an adequate remedy at law for a failure or breach of any provision of this Settlement Agreement, and that in the event of such failure or breach, the non-breaching party shall be entitled to obtain relief in the form of temporary or permanent injunctions, specific performance, and any and all other remedies.

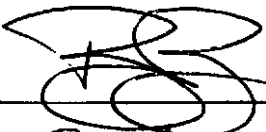
16. Waiver. No waiver of any term or provision of this Agreement shall be effective unless in writing. The waiver by either party of any term or provision contained in this Agreement shall not be deemed to constitute a waiver of any other term or provision of any subsequent breach of the same term or provision.


(The remainder of the page is intentionally blank.)

17. Effective Date. Subject to the approvals required by Paragraph 10 above, this Agreement is effective as of the date first written above ("Effective Date").

CITY OF WOODINVILLE

NORTHSHORE SCHOOL DISTRICT

  
By: Brandon Buchanan  
Its: City Manager

  
By: Michelle C. Reid  
Its: Superintendent

Unofficial Document



## EXHIBIT A

### Legal Description of the Wellington Property

#### **Parcel A:**

That portion of the North 300 feet of the West 400 feet of the West half of the Southwest Quarter of the Southwest Quarter of Section 35, Township 27 North, Range 5 East of the Willamette Meridian, Snohomish County, Washington, lying Southerly of the centerline of Wellington Hills Road, also known as 240<sup>th</sup> Street Southeast;

Together with the South 50 feet of the North 350 feet of the West 400 feet of the West half of the Southwest Quarter of the Southwest quarter;

Together with the South 175 feet of the North 350 feet of the East 50 feet of the West 450 feet of the West half of the Southwest Quarter of the Southwest Quarter in said Section 35;

Except that portion thereof lying within Wellington Hills Road, also known as 240<sup>th</sup> Street Southeast.

#### **Parcel B:**

That portion of the North 300 feet of the West 400 feet of the West half of the Southwest Quarter of the Southwest Quarter of Section 35, Township 27 North, Range 5 East of the Willamette Meridian, Snohomish County, Washington, lying Northerly of the centerline of Wellington Hills Road, also known as 240<sup>th</sup> Street Southeast;

Except that portion thereof described as follows:

Beginning at the Northeast corner of the North 300 feet of the West 400 feet of the West half of the Southwest Quarter of the Southwest Quarter of said Section 35;

thence West along the North line of said tract for 150 feet;

thence due South to the centerline of Wellington Hills Road, also known as 240<sup>th</sup> Street Southeast;

thence Northeasterly along centerline of said road to the East line of the West 400 feet of said West half of the Southwest Quarter of the Southwest Quarter of Section 35;

thence North in a straight line to the Point of Beginning; and

Except that portion thereof lying within Wellington Hills Road, also known as 240<sup>th</sup> Street Southeast.

#### **Parcel C:**

That portion of the Southeast Quarter of the Southwest Quarter of Section 35, Township 27 North, Range 5 East of the Willamette Meridian, Snohomish County, Washington, described as follows:

Beginning at the Southeast corner of said subdivision;

thence North 0° 01' 34" West along the East line of said subdivision 600.56 feet;

thence North 85° 39' 36" West parallel with the South line of said Section a distance of 20.06 feet to the Westerly margin of 75<sup>th</sup> Avenue Southeast;

thence North 0° 01' 34" West parallel with the East line of said subdivision 60.00 feet;

thence North 85° 39' 36" West 447.92 feet to the West line of the East 466.62 feet of said subdivision and the true point of beginning;

thence continuing North 85° 39'36" West 251.01 feet;  
thence North 0° 01'34" West parallel with the East line of said subdivision 607.39 feet to the South line of the North 20 feet of said subdivision;  
thence North 85° 29'23" West along said South line 486.39 feet to the East line of the West 100 feet of said subdivision;  
thence South 0° 54'30" West along said East line 1,268.01 feet to the South line of said Section;  
thence South 85° 39'36" East along South line 758.79 feet to the West line of the East 466.62 feet of said subdivision;  
thence North 0° 01'34" West along said West line 660.56 feet to the true point of beginning.

**Parcel D:**

The West half of the Southwest Quarter of Section 35, Township 27 North, Range 5 East of the Willamette Meridian;

Except that portion conveyed to the State of Washington for Primary State Highway No. 15, by deeds recorded under Auditor's File No. 1271247 and 1296500, records of Snohomish County, Washington; and

Except that portion described as follows:

Beginning at the Northwest corner of the Southwest Quarter of the Southwest Quarter of said Section 35;

thence East along the North line of said subdivision 250 feet;

thence due South to the centerline of the Wellington Hills Road;

thence Northeasterly along the centerline of said road to the East line of the West 400 feet of said Southwest Quarter of the Southwest Quarter of Section 35;

thence South along the East line of said West 400 feet to a point 175 feet South of the North line of said Southwest Quarter of the Southwest Quarter of Section 35;

thence East 50 feet;

thence South 175 feet;

thence West 450 feet to the West line of said Southwest Quarter of the Southwest Quarter of Section 35;

thence North along said West line to the Point of Beginning; and

Except any portion lying within Wellington Hills Road, also known as 240<sup>th</sup> Street Southeast.

**Parcel E:**

The West 100 feet of the East half of the Southwest Quarter of Section 35, Township 27 North, Range 5 East of the Willamette Meridian;

Except that portion thereof lying within Wellington Hills Road, also known as 240<sup>th</sup> Street Southeast.

**Parcel F:**

That portion of the Southeast Quarter of the Southwest Quarter of Section 35, Township 27 North, Range 5 East of the Willamette Meridian, records of Snohomish County, Washington, described as follows:

Beginning at the Southeast corner of said subdivision;

thence North 0° 01'34" West along the East line of said subdivision 600.56 feet;

thence North  $85^{\circ} 39' 36''$  West parallel with the South line of said Section a distance of 20.06 feet to the Westerly margin of 75<sup>th</sup> Avenue Southeast;  
thence North  $0^{\circ} 01' 34''$  West parallel with the East line of said subdivision 60.00 feet;  
thence North  $85^{\circ} 39' 36''$  West 447.92 feet to the West line of the East 466.62 feet of said subdivision and the true point of beginning;  
thence continuing North  $85^{\circ} 39' 36''$  West 251.01 feet;  
thence North  $0^{\circ} 01' 34''$  West parallel with the East line of said subdivision 607.39 feet to the South line of the North 20 feet of said subdivision;  
thence South  $85^{\circ} 39' 36''$  East along said South line 251.01 feet to the West line of the East 466.62 feet of said subdivision;  
thence South along the West line of the East 466.62 feet of said subdivision to the true point of beginning.

**ALL SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.**

Unofficial Document

**EXHIBIT B**

Conservation Area Depiction

**EXHIBIT B**

Conservation Area Depiction

Copies on File with the Parties of Record

Unofficial Document

## EXHIBIT C

### WELLINGTON RIGHT OF FIRST OFFER AGREEMENT

THIS WELLINGTON RIGHT OF FIRST OFFER AGREEMENT (this "*Agreement*") is effective as of the Settlement Effective Date (defined below) by and between NORTSHORE SCHOOL DISTRICT NO. 417, a Washington municipal corporation (the "*School District*") and CITY OF WOODINVILLE, a Washington municipal corporation ("*City*").

#### BACKGROUND

- A. The School District owns certain real property commonly known as the Wellington Property, located near but outside of City's current boundaries, legally described on the attached Exhibit A (the "*Site*");
- B. The School District and City entered into that certain Wellington Settlement Agreement (the "*Settlement Agreement*") on April 29<sup>th</sup>, 2019 (the "*Settlement Effective Date*"); and
- G. In furtherance of the Settlement Agreement, the School District agreed to grant City certain rights with respect to the Site, should the School District subsequently declare the Site or any portion thereof surplus to the needs of the School District, subject to and in accordance with the terms and conditions contained in this Agreement.

In consideration of the foregoing and the Settlement Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the School District and City agree as follows:

#### 1. Right of First Offer.

(a) ROFO Term. The Right of First Offer, as defined below, commences on the Settlement Effective Date and shall expire on the fifteenth (15th) anniversary of the Settlement Effective Date, unless earlier terminated by the parties.

(b) ROFO Property. "*ROFO Property*" shall mean any portion of the Site or rights in or to such a portion, from time to time, that: (i) the School District no longer needs for school purposes, as evidenced by the School District having definitively resolved such portion to be surplus to such needs (the "*Surplus Determination*"), and (ii) is a legal lot or exempt from subdivision or short subdivision requirements.

(c) Appraisal. The School District will commission an appraisal of any such ROFO Property from a licensed appraiser in accordance with RCW 28A.335.120 and the Settlement Agreement. The appraiser shall determine the value of the ROFO Property as of the date of the Surplus Determination (the "*Appraised Value*").

(d) Right of First Offer - Initial Surplus Determination.

i. ROFO Notice. Upon any Surplus Determination, the School District shall deliver to City a ROFO Notice with respect to the ROFO Property. City shall have the right to purchase such ROFO Property for its Appraised Value in accordance with the terms and conditions contained in the ROFO Notice (the "**Right of First Offer**"). "**ROFO Notice**" shall mean a written notice containing (i) a surveyor's stamped legal description of the ROFO Property and (ii) the terms on which the School District will sell the ROFO Property to City for cash, including without limitation: price (which shall be the Appraised Value); closing date; and City's acceptance of the ROFO Property subject to all defects and encumbrances to title, and in its then-current condition, AS IS, WHERE IS, WITH ALL FAULTS AND DEFECTS, INCLUDING WITHOUT LIMITATION ENVIRONMENTAL DEFECTS, WITHOUT RECOURSE TO THE SCHOOL DISTRICT. The School District shall provide, within thirty (30) days after written request from City but without warranty, any reasonable additional non-confidential and non-privileged information kept in the School District's files in the ordinary course of operations with respect to the ROFO Property ("**Property Documents**").

ii. Exercise; Failure to Respond. City shall have ninety (90) days from the date on which it receives a ROFO Notice to notify the School District of City's exercise of its Right of First Offer at the Appraised Value with respect to the ROFO Property described in the ROFO Notice. If City does not timely respond, City shall conclusively be deemed to have waived its Right of First Offer at the Appraised Value with respect to such ROFO Property. Upon City's waiver or deemed waiver of its Right of First Offer with respect to any ROFO Property (including under Section 2 below), the School District shall have no further obligation to give any notice or opportunity for City to purchase such ROFO Property and shall thereafter have the right to list and sell to any party such ROFO Property, on economic and other transaction terms determined by the School District (whether more or less favorable to the School District than in the ROFO Notice to City) in the School District's sole and absolute discretion, unless and except in the event of a Reappraisal under RCW 28A.335.120(5), as described in Section 1(e) below.

(e) Right of Second Offer following RCW 28A.335.120(5) Reappraisal.

i. Second Offer Notice. If the School District (a) reappraises the property under RCW 28A.335.120(5) (a "**Reappraisal**") and (b) is prepared to sell such ROFO Property at a price elected by the School District that is less than 90% of the original Appraised Value (such price, the "**Reduced Price**"), then the School District shall first deliver to City a written notice substantially in the form of the ROFO Notice previously sent with respect to such ROFO Property, except that the price shall be the Reduced Price ("**Second Offer Notice**"), and City shall have the right to purchase such ROFO Property in accordance with the terms and conditions contained in the Second Offer Notice (the "**Second Offer**"). The School District shall provide, within thirty (30) days after written request from City but without warranty, any new Property Documents that were not previously provided.

ii. Exercise; Failure to Respond. City shall have ninety (90) days from the date on which it receives the Second Offer Notice to notify the School District of City's exercise of its Second Offer with respect to the ROFO Property described in the Second Offer



Notice. If City does not timely respond, City shall conclusively be deemed to have waived its Second Offer with respect to such ROFO Property. Upon City's waiver or deemed waiver of its Second Offer with respect to any ROFO Property (including under Section 2 below), the School District shall have no further obligation to give any notice or opportunity for City to purchase such ROFO Property.

(f) Rights Personal to City; Exceptions. This Agreement is personal to the parties and does not bind nor inure to the benefit of any successors or assigns of either the School District or City. Without limiting and notwithstanding the foregoing, City may not assign its rights to purchase any particular ROFO Property without the consent of the School District, which the School District may not unreasonably delay or deny. The School District consents to City's transfer of City's right to purchase any particular ROFO Property following City's exercise of its purchase right with respect thereto to any non-governmental organization whose purpose is acquisition or assistance in acquisition of parks and open space, any governmental entity that owns or manages public lands, or any combination of the foregoing, provided City shall remain liable for any failure of such assignee to perform, and provided further that any such assignment shall be subject to applicable law pertaining to sale of surplus school properties.

## **2. City's Inspection Contingency; Closing.**

(a) Public Notice and Hearing. If City properly and timely exercises a Right of First Offer or Second Offer, the School District will give notice and hold a public hearing consistent with Chapter 28A.335 RCW, Chapter 39.33 RCW or other then-applicable law.

(b) City's Inspection Contingency. Following and subject to the notice and hearing process under Section 2(a), City shall thereafter have sixty (60) days (the "**Inspection Period**") to physically inspect the ROFO Property and examine title and other matters in order to determine whether to proceed to Closing (defined below). The School District shall apply for and deliver to City a preliminary title commitment from the Title Company (defined below). The School District shall provide City with reasonable access rights during the Inspection Period, subject to commercially reasonable insurance and indemnity requirements. The School District shall cooperate with City in assessment of title questions, but shall have no obligation to remove title matters to which City may object.

(c) Satisfaction of Inspection Contingency. If City desires to purchase the ROFO Property, City shall deliver written notice ("**Approval Notice**") to the School District before the expiration of the Inspection Period. If City notifies the School District that it elects not to purchase the ROFO Property or City fails to timely deliver an Approval Notice, City shall be deemed to have elected not to purchase the ROFO Property. If City elects or is deemed to have elected not to purchase the ROFO Property, City shall be deemed to have waived its right to purchase such ROFO Property pursuant to Section 1(d) or (e), as applicable. If City timely delivers the Approval Notice, City shall be obligated to purchase, and the School District shall be obligated to sell, the ROFO Property, the legal description of the ROFO Property contained in the ROFO Notice shall be deemed incorporated herein, and the parties shall proceed to Closing (defined below).

(d) Form of Conveyance. The ROFO Property will be conveyed by statutory bargain and sale deed (the "**Deed**") subject to all matters of record and matters that would be disclosed by an accurate survey.

(e) Closing; Closing Costs. Recordation of the Deed and payment by City of the purchase price ("**Closing**") shall occur on a date selected by City with the School District's consent, not to be unreasonably withheld, conditioned or delayed (the "**Closing Date**"), that is within ninety (90) days of City's delivery of the Approval Notice. Closing shall be done through the escrow division of Chicago Title Insurance Company or such other company as City may designate (the "**Title Company**"). By 12:00 p.m. on the Closing Date, the School District and City shall each have deposited funds sufficient to pay their respective closing costs and submitted such documents as the Title Company reasonably requires in connection with Closing, including a Real Estate Excise Tax Affidavit and FIRPTA certification. The School District shall pay the cost of an ALTA standard owner's title insurance policy and one-half of escrow fees charged by the Title Company. City shall pay the cost of recording the Deed, one-half of escrow fees charged by the Title Company, and the cost of extended coverage or any requested title policy endorsements. All other closing costs, including utility costs, shall be apportioned according to local custom.

(f) Escrow Instructions. This Agreement shall constitute escrow instructions to the Title Company's escrow closer. The School District and City may supplement this Agreement with their own escrow instructions, but in the event of any conflict between this Agreement and such instructions, this Agreement shall control.

### 3. **Miscellaneous Provisions.**

(a) Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Washington.

(b) Modifications. This Agreement may be amended or modified only by written instrument duly executed by both of the parties.

(c) Notices. Any notice permitted or required hereunder shall be in writing and given to the parties at their respective addresses as set forth below:

**School District:**

Northshore School District  
3330 Monte Villa Parkway  
Bothell, WA 98021  
Attn: Superintendent  
Email: [jpaperman@nsd.org](mailto:jpaperman@nsd.org)



*With a copy to:*

Perkins Coie LLP  
10885 N.E. Fourth Street, Suite 700  
Bellevue, WA 98004  
Attn: R. Gerard Lutz  
Email: JLutz@perkinscoie.com

**City:**  
City of Woodinville  
Attn: City Manager  
17301 133<sup>rd</sup> Ave NE  
Woodinville, WA 98072  
BrandonB@ci.woodinville.wa.us

*With a copy to:*  
Eglick & Whited PLLC  
Attn: Peter Eglick  
1000 Second Avenue, Suite 3130  
Seattle, WA 98104

Either party may change the address to which notice must be given by delivery of notice to the other party in accordance with this Section 3(c). Notice shall be given by one of the following methods:

(i) By overnight commercial courier for next business day delivery, in which case notice shall be deemed delivered on the next business day following delivery to the courier prior to the last scheduled pick-up time.

(ii) By fax, in which case notice shall be deemed delivered upon receipt.

(iii) By electronic mail, in which case notice shall be deemed delivered upon receipt.

(d) Severability of Provisions. If any provision contained in this Agreement is, for any reason, held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this Agreement will be interpreted such as to best give effect to the parties' intent.

(e) Time of Essence. Time is of the essence in this Agreement with respect to each provision of and matters contemplated by this Agreement.

(f) Waiver. The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of the entire Agreement or as a waiver of any subsequent breach.

(g) Interpretation of Agreement. It is understood by and between the parties that any ambiguity in an agreement is not to be construed against the drafter of the agreement. Instead, any ambiguity shall be interpreted without regard to the identity of the drafter of this Agreement.

(h) Entire Agreement. This Agreement and the Settlement Agreement collectively contain the entire agreement between the parties with respect to the matters set forth herein.

(i) Recordation. City may record a memorandum of this Agreement. If and to the extent ROFO Property is to be sold by the School District to a third party, City shall deliver to the School District a quitclaim deed releasing, without warranty, any claim of City with respect to such ROFO Property.

(j) Estoppel Certificates. City shall at any time and from time to time ninety (90) days or later following the School District's delivery of a ROFO Notice with respect to the ROFO Property, within ten (10) days after written request from the School District, execute, acknowledge and deliver to the School District or its designee a written statement certifying, to the extent true, that (i) this Agreement is in full force and effect and has not been assigned, modified, supplemented or amended in any way (or specifying the date and terms of all agreements affecting this Agreement); (ii) all conditions under this Agreement to be performed by the School District with respect to the ROFO Property at issue have been satisfied, if any; (iii) as of the date of such certification there are no existing claims or defenses prohibiting sale of the applicable ROFO Property to a third party; and (vi) setting forth any other information reasonably requested by such third party. It is intended that all statements delivered pursuant to this Section 3(j) may be relied upon by prospective purchasers of the School District's interest in such ROFO Property, their lenders and other designees of the School District or such third party. If City fails to respond within ten (10) days of City's receipt of a written request by the School District as herein provided, such failure shall be a waiver under the terms and conditions of this Agreement. In addition, City shall be deemed to have given such certificate as above provided without modification, that there are no uncured defaults in the School District's performance, and that City has no claim against the ROFO Property or objection to the sale thereof.

(k) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument.

*(Signatures on Following Page.)*

The parties have executed this Agreement to be effective as of the Settlement Effective Date.

**SCHOOL DISTRICT:**

NORTHSHORE SCHOOL DISTRICT NO. 417,  
a Washington municipal corporation

By: 

Print Name: Michelle C. Reid

Title: Superintendent

**CITY:**

CITY OF WOODINVILLE,  
a Washington municipal corporation

By: 

Print Name: Brandon Buchanan

Title: City Manager

ECAF:  
RECEIVED:

## ORDINANCE INTRODUCTION SLIP

SNOHOMISH COUNTY COUNCIL

EXHIBIT # 13.1.006

FILE ORD 24-101

TO: Clerk of the Council

TITLE OF PROPOSED ORDINANCE:

Initiated By:

Jared Mead  
Councilmember

Introduced By:

Jared Mead  
Councilmember

Date

~~~~~  
Clerk's Action:

Proposed Ordinance No. \_\_\_\_\_

Assigned to: \_\_\_\_\_ Date: \_\_\_\_\_

~~~~~  
**STANDING COMMITTEE RECOMMENDATION FORM**

On \_\_\_\_\_, the Committee considered the Ordinance by \_\_\_\_ Consensus /  
\_\_\_\_ Yeas and \_\_\_\_ Nays and made the following recommendation:

\_\_\_\_ Move to Council to schedule public hearing on: \_\_\_\_\_

\_\_\_\_ Other \_\_\_\_\_

Regular Agenda \_\_\_\_\_ Administrative Matters \_\_\_\_\_

Public Hearing Date \_\_\_\_\_ at \_\_\_\_\_

Jared Mead  
Committee Chair

## Council Planning Committee Materials

[\(see Ordinance 24-033 for related Comprehensive Plan materials\)](#)



# Committee of the Whole

Ryan Countryman

SNOHOMISH COUNTY COUNCIL

EXHIBIT # 13.2.001

FILE ORD 24-101

Council Initiated:

☒ Yes

☐ No

ECAF: 2024-2834

Ord.: 24-101

## Type:

- ☐ Contract  
☐ Board Appt.  
☐ Code Amendment  
☐ Budget Action  
☒ Other

## Requested

### Handling:

- ☒ Normal  
☐ Expedite  
☐ Urgent

## Fund Source:

- ☐ General Fund  
☐ Other  
☒ N/A

## Executive Rec:

- ☐ Approve  
☒ Do Not Approve  
☐ TBD

## Approved as to

### Form:

- ☐ Yes  
☒ No  
☐ N/A

**Subject:** 2024 Comprehensive Plan Update – Maltby Urban Growth Area (UGA)

**Scope:** Ordinance 24-101 would expand the Maltby UGA by approximately 255 acres

**Duration:** N/A

**Fiscal Impact:** ☐ Current Year ☐ Multi-Year ☒ N/A

**Authority Granted:** None

**Background:** The Environmental Impact Statement (EIS) for the 2024 Comprehensive Plan Update (2024 Update) studied three alternatives. Alternative 1 included only baseline housekeeping changes. Alternative 2 studied several potential changes but none in the Maltby area. Alternative 3 included the same 255 acres of expansion of the Maltby UGA proposed in this ordinance. The Executive Recommendation does not include any expansion of the Maltby UGA expansion. A September 10, 2024, memo provides the County Executive's reasons for opposing expansion of the Maltby UGA.

Councilmember Mead asked council staff to prepare this ordinance to expand the Maltby UGA. These proposed changes are the same as those proposed by Councilmember Low in Motion No. 22-098 and which became the basis for the Alternative 3 changes studied for the Maltby area. This ordinance includes findings and conclusions showing how, if adopted, the expansion would meet the requirements applicable to UGA expansions. Appendix A provides maps of the proposed Future Land Use Map changes. Appendix B provides maps of the proposed changes to the zoning map.

To clarify the range of discretion available to the County Council, this staff report makes five points relative interpretations and assertions made in the September 10, 2024 memo.

1. The memo states on page 4:

The Maltby UGA expansion proposal is inconsistent with the MPPs in VISION 2050. MPP RGS-12 states, "Avoid increasing development capacity inconsistent with the Regional Growth Strategy in regional geographies not served by high-capacity transit." The Maltby UGA is part of the **Unincorporated Urban Areas regional geography**, not served by high-capacity transit. (bolding added)

This statement assumes an interpretation of MPP RGS-12 that is inconsistent with some of the County Executive's own recommendations in other locations to increase development capacity in other areas not recognized by PSRC as a regional geography served by high capacity transit. Like the Maltby UGA, the Lake Stickney area is an Unincorporated Urban Area regional geography not recognized as a High Capacity Transit Community in the regional growth strategy. For Lake Stickney, the Executive is proposing density increases contrary to the interpretation of RGS-12 given in the memo. Thus, the interpretation suggested in the memo does not appear to meet requirements of RCW 36.70A.070 that plans be internally consistent.

2. The interpretation of RGS-12 suggested in the memo would also preclude many towns and cities from adopting infill strategies within their corporate boundaries. This could thwart those jurisdictions from fulfilling their own Growth Management Act obligations to accommodate planned growth. In this way, the interpretation suggested by the memo appears to exceed applicable coordination and consistency requirements in WAC 365-196-510 and Countywide Planning Policy GF-4.

# Committee of the Whole

Ryan Countryman

3. The memo cites SCC 30.22.130(88) and suggests its meaning as the County Council cannot add certain public uses to the Maltby UGA. The asserted code conflict does not apply. This code section would only apply to proposed new uses after a property is in the UGA. The publicly owned wetland mitigation areas in the proposed expansion would become non-conforming uses under SCC 30.22.130(88) and be subject to some limitations if added to the UGA, but this code section does not prohibit adding such areas to a UGA.
4. The memo makes a broad assertion that the proposed Maltby UGA expansion does not comply with Countywide Planning Policy DP-2. The proposed UGA expansion includes changes for a variety of specific reasons which are each described in the ordinance findings. Those finding include details explaining how the changes could comply with specific sub-requirements of DP-2. For example, DP-2.e.6 would specifically allow the part of the expansion for future schools.
5. The memo says that “the desire to include property owned by Northshore School District into the UGA is laudable, although not needed as state law allows sanitary sewer connections outside of UGAs for schools (RCW 26.70A.213)” (sic)<sup>1</sup>. Although state law does authorize counties to allow extension of sewer to schools outside UGAs, RCW 36.70A.213 is permissive and not mandatory. Snohomish County sewerage regulations in Chapter 30.29 SCC prohibit sewer extensions outside UGAs with limited exceptions in SCC 30.29.110 and .120. Connections for schools are not among the exceptions.

The September 10, 2024, memo is a statement of Executive policy preferences and arguments for those positions. However, the memo does not provide a full accounting of the requirements. The policy preferences expressed in the memo do not describe the only ways that the County Council could reasonably interpret relevant policies and requirements.

The Final Environmental Impact Statement (FEIS) for the 2024 Comprehensive Plan Update estimates that the land uses proposed by this ordinance would add capacity for 86 population (as potential residential infill in the Urban Commercial designation) and 671 additional jobs to the Maltby UGA (FEIS, page 2-48). Council staff notes here that a portion of the additional jobs would be school-related employment that could happen either inside or outside the UGA because zoning permits schools both inside and outside the UGA. The capacity increase related to schools is an increase in what would count in the UGA, but not an increase to countywide employment capacity. Schools outside the UGA would count towards rural employment targets. The information from PDS does not provide a breakdown of how many of the additional jobs could be at the school site. To meet urban road standards, addition of the school site to the UGA would also result in need for an additional road project in the Transportation Element of the comprehensive plan. The cost estimate of this project, upgrading 240<sup>th</sup> Street SE to urban standards, is \$12,000,000. The road upgrade would occur only due to school construction. DPW did not provide cost estimates for upgrading 240<sup>th</sup> to current rural standards to support school construction at rural standards were the site to remain outside the UGA. Appendix C identifies the location of the potential new road project.

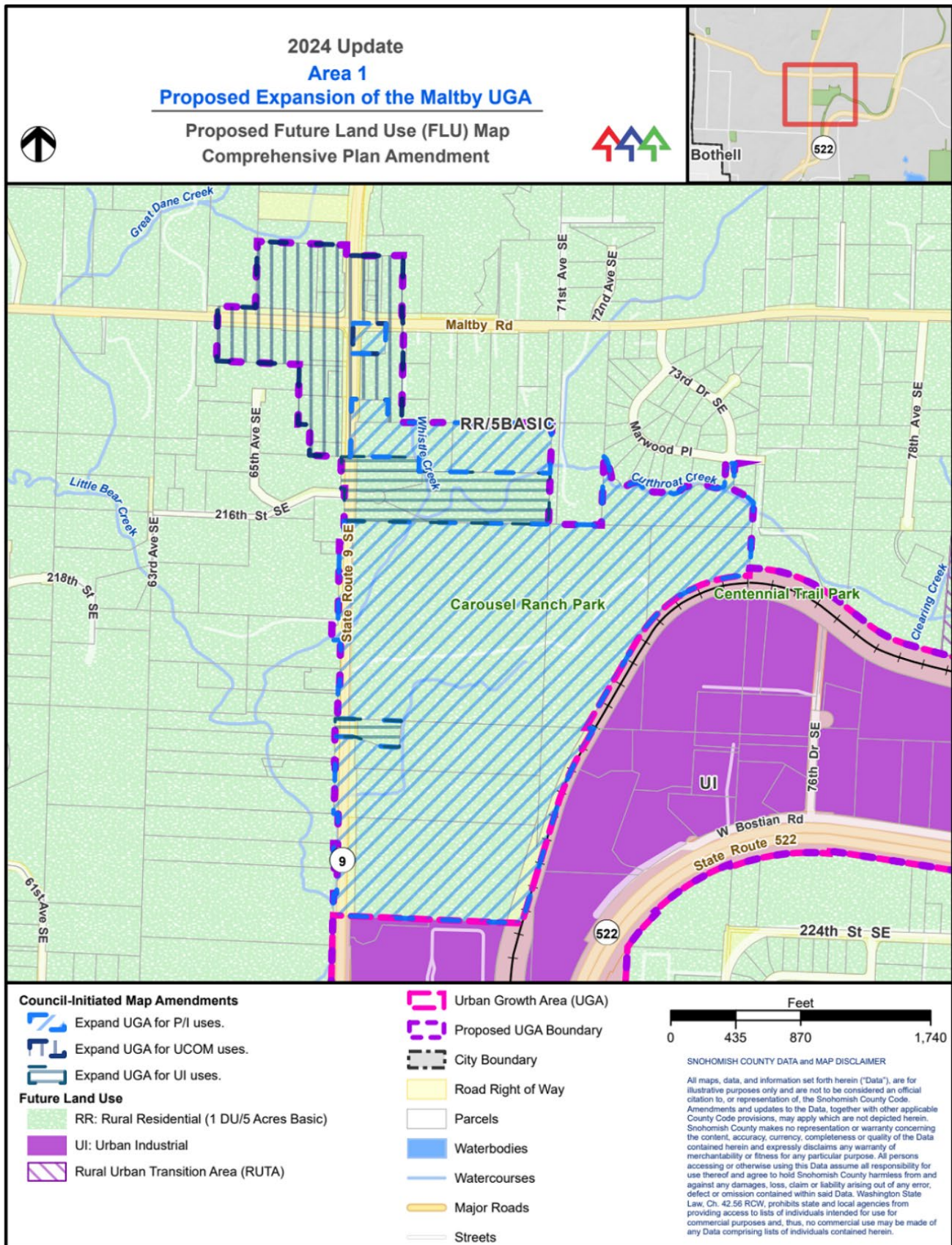
**Request:** Set time and date for a public hearing. Suggested: Wednesday December 4, 2024, at 10:30 am (the continued hearing date for the other 2024 Update ordinances).

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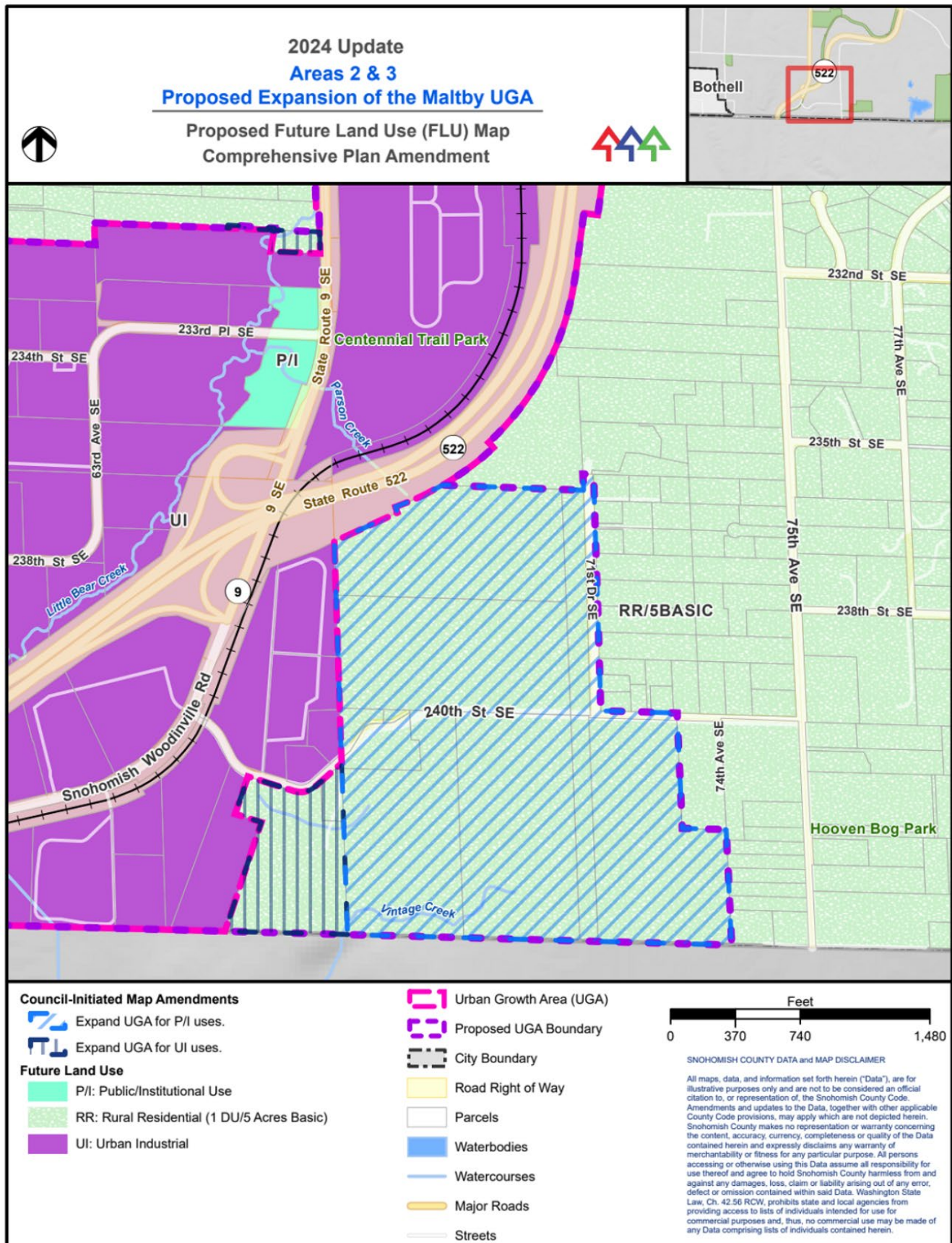
<sup>1</sup> The correct citation is RCW 36.270A.213.



## Appendix A: Amendments to the Future Land Use Map

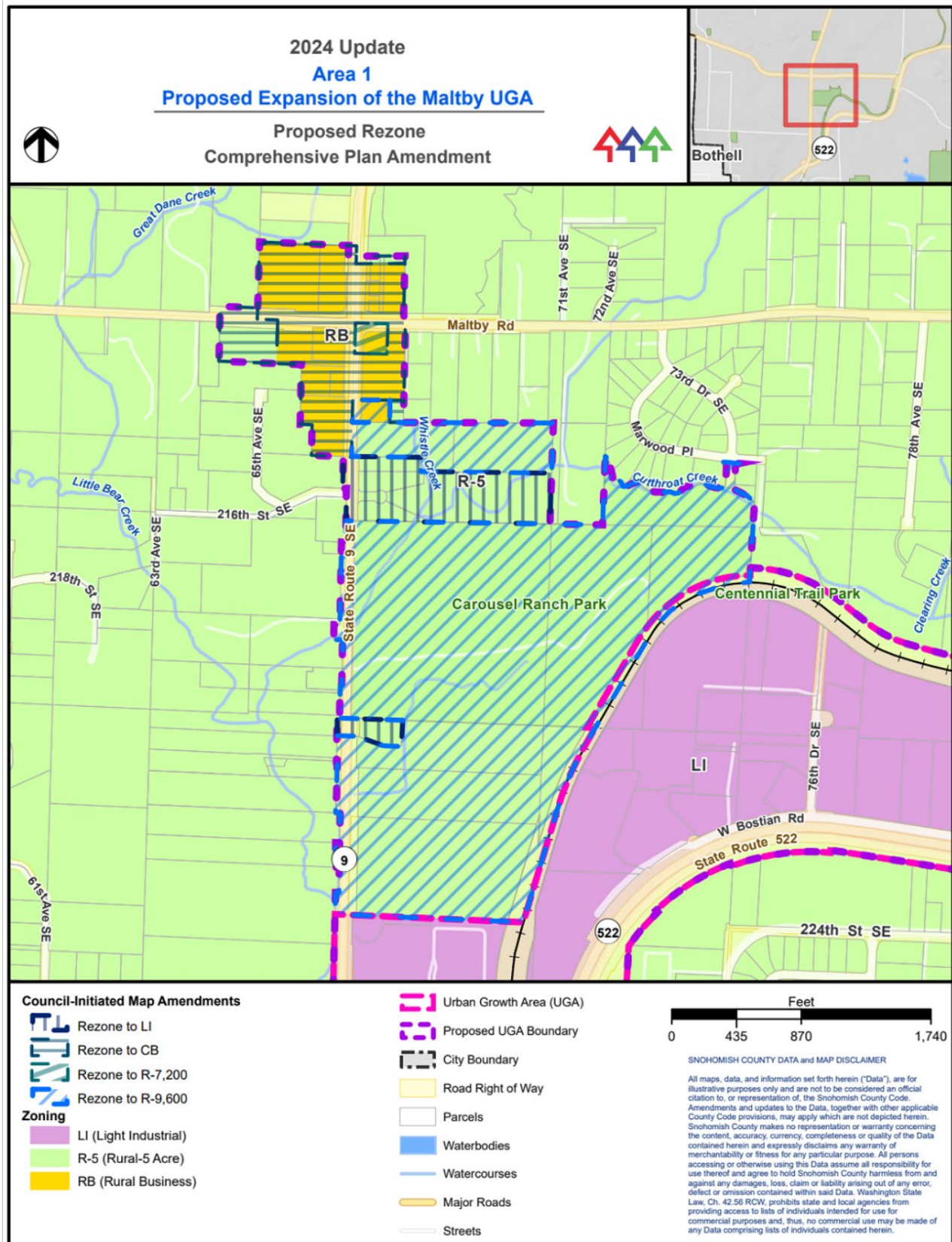






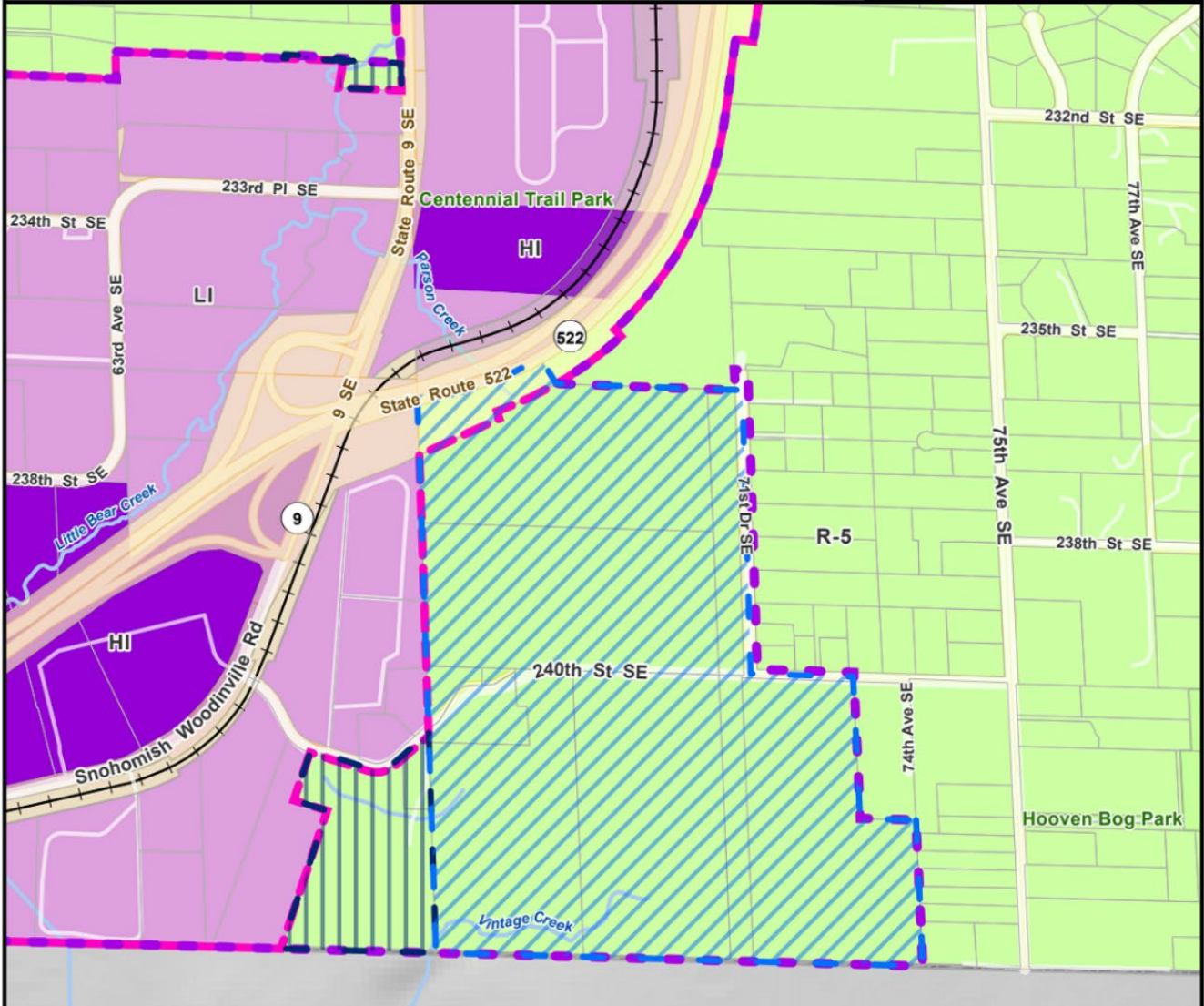


## Appendix B: Amendments to the Official Zoning Map



2024 Update  
Areas 2 & 3  
**Proposed Expansion of the Maltby UGA**

Proposed Rezone  
Comprehensive Plan Amendment



**Council-Initiated Map Amendments**

- Rezone to LI
- Rezone to R-9,600

**Zoning**

- HI (Heavy Industrial)
- LI (Light Industrial)
- R-5 (Rural-5 Acre)

Urban Growth Area (UGA)

Proposed UGA Boundary

City Boundary

Road Right of Way

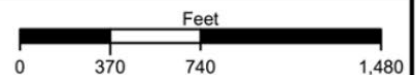
Parcels

Waterbodies

Watercourses

Major Roads

Streets



**SNOHOMISH COUNTY DATA and MAP DISCLAIMER**

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



## Appendix C: Proposed Addition of 240<sup>th</sup> Street SE Transportation Project to Map TE-9b as Project Number 74

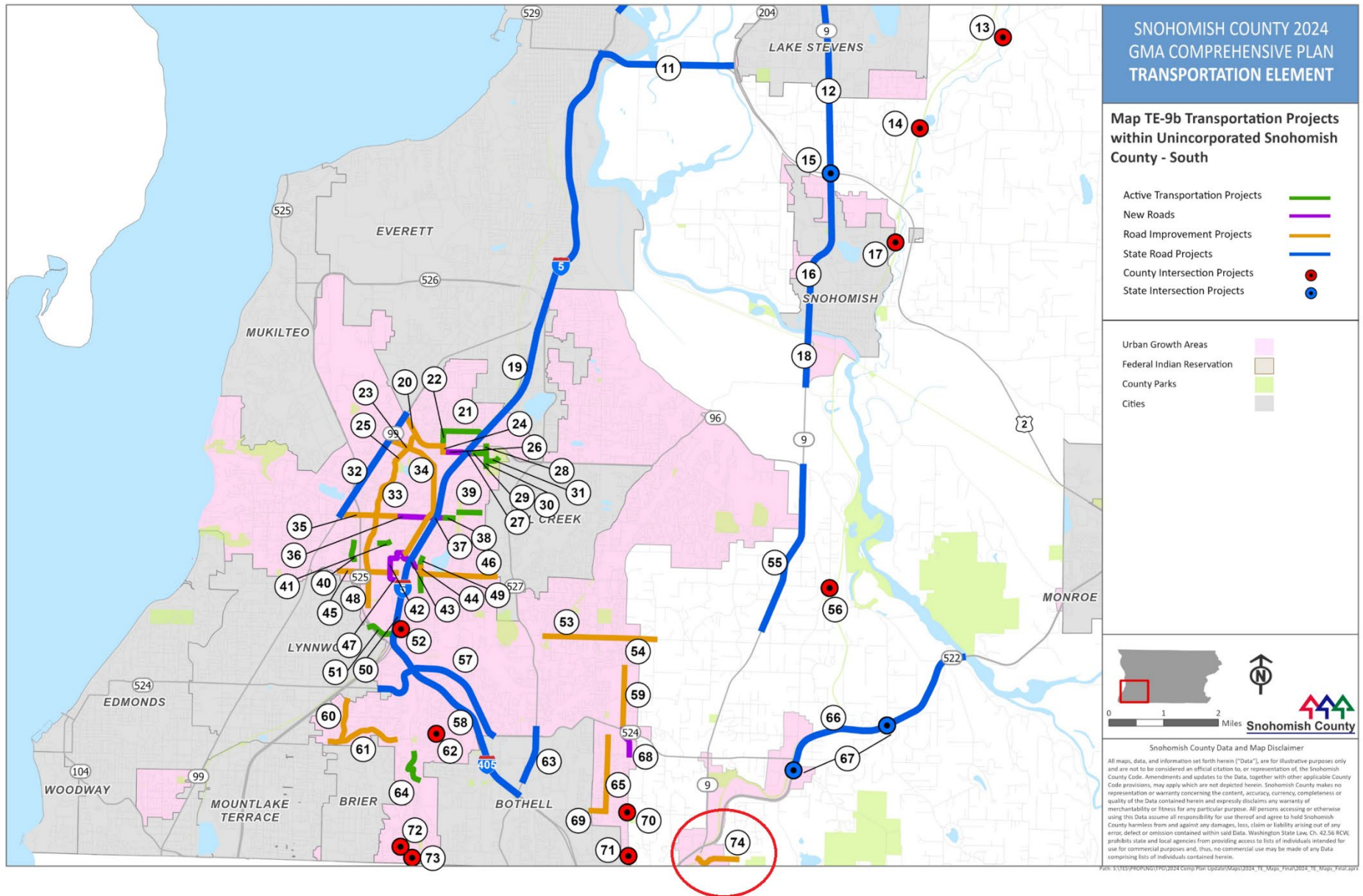


EXHIBIT 13.2.002

Administrative Session Meeting – 11/05/24

[Minutes](#) and [Video](#)

Correspondence, Comments, Testimony

*No Documents Submitted at This Time*

## Staff Reports and Submissions

*No Documents Submitted at This Time*

## Public Participation

*No Documents Submitted at This Time*



## Council Deliberations

*No Documents Submitted at This Time*