

SNOHOMISH COUNTY COUNCIL  
Snohomish County, Washington

MOTION NO. 21-386

CONCERNING THE COUNTY COUNCIL'S POSITION  
ON A PROPOSED PETITION METHOD ANNEXATION  
TO THE CITY OF MONROE; BRB FILE NO. 06-2021  
MONROE WOODLANDS AND US 2 BYPASS ANNEXATION

WHEREAS, Snohomish County (the "County") has received a notice of intention from the city of Monroe (the "City") to annex approximately 178 acres of land adjacent to the City's current corporate boundary, and within the Monroe Urban Growth Area ("UGA"); and

WHEREAS, the City's annexation proposal is pursuant to RCW 35A.14.120 and further described in Washington State Boundary Review Board for Snohomish County (hereinafter "Boundary Review Board") File No. BRB 06-2021, which is incorporated herein as Attachment A; and

WHEREAS, the proposed annexation is subject to Snohomish County Code Section 2.77.040; RCW 35A.14.005 and .120; RCW 36.115.050, .060, and .070; RCW 36.93.157, .170, and .180; and RCW 36.70A.020, .110, and .210; and

WHEREAS, the City and the County have entered into a master interlocal agreement titled *Interlocal Agreement Between the City of Monroe and Snohomish County Concerning Annexation and Urban Development Within the Monroe Urban Growth Area*, effective December 2007, and recorded under Auditor's File #200801030552 ("Master Annexation ILA"), that addresses certain actions related to annexation; and

WHEREAS, RCW 35A.14.120 authorizes the annexation of unincorporated territory through the direct petition method; and

WHEREAS, the City initiated the annexation process for the area known as the "Woodlands and US 2 Bypass Annexation" by adopting Resolution 018-2020 and submitting a notice of intention with the Boundary Review Board; and

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

WHEREAS, the proposed annexation is consistent with the factors and objectives of the Boundary Review Board, the County Code, the County's Growth Management Act (GMA) Comprehensive Plan, the Countywide Planning Policies, and other applicable statutes governing the review of annexation actions as set out in a Snohomish County Department of Planning and Development Services ("PDS") staff report dated September 30, 2021, which is incorporated herein as Attachment B; and

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

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

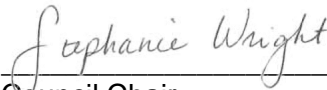
NOW, THEREFORE ON MOTION,

1. The Snohomish County Council does not oppose the annexation and will not invoke the jurisdiction of the Boundary Review Board.

2. The Council Clerk is directed to file this Motion with the Boundary Review Board, together with a copy of the PDS staff report dated September 30, 2021.

PASSED this 18<sup>th</sup> day of October, 2021.

SNOHOMISH COUNTY COUNCIL  
Snohomish County, Washington

  
\_\_\_\_\_  
Council Chair

ATTEST:

  
\_\_\_\_\_  
Asst. Clerk of the Council

NOTICE OF INTENTION COVER SHEET

Washington State  
Boundary Review Board  
for Snohomish County

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

As required by RCW 36.93, a Notice of Intention is hereby submitted for proposed annexation. Name of jurisdiction: \_\_\_\_\_ Name of proposal: \_\_\_\_\_  
Proceedings were initiated under authority of RCW \_\_\_\_\_

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

Is assumption of existing indebtedness to be required? \_\_\_\_\_  
Will simultaneous adoption of comprehensive plans be required? \_\_\_\_\_

Name each governmental unit having jurisdiction within the boundaries of the proposal:	The following other persons (attorneys, etc.) shall receive communication regarding proposal:
_____	_____
_____	_____
_____	_____

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

Signatures on petition <u>86</u>	Assessed valuation _____
Residences in area _____	Topography _____
Population of area _____	Current district boundaries and adjacent roads: _____
Acreage _____	_____
Square miles _____	Proximity to other districts, cities, etc. _____
	_____

	<u>Present</u>		<u>Proposed</u>
Sewers	_____		_____
Water	_____		_____
Roads	_____		_____
Fire Dist.	_____		_____
Police	_____		_____
Growth Potential	_____		_____

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

Petitioner (Spokesperson): _____	Initiator (District or Proponent): _____
Address: _____	Representative Signature: _____
Phone: _____	Address/Phone: _____

File No. \_\_\_\_\_ Filed effectively this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by Gricelda Montes  
Chief Clerk

## **EXHIBIT A**

### **Description of Annexation and Purpose**

---

The City of Monroe has approved Resolution 018/2020, accepting the Notice of Intention to Commence Annexation for the Monroe Woodlands Annexation area, requiring assumption of city indebtedness, authorizing of sixty percent petition circulation, and establishing an effective date.

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

On October 6, 2020, the City of Monroe received a Notice of Intention to commence annexation proceedings signed by the property owners representing more than ten-percent of the assessed value of the proposed annexation area. The subject property, generally located west of 175<sup>th</sup> Ave SE and immediately north of the future US 2 right-of-way, has an area of approximately 178.19 acres and is located immediately north of the Monroe city limits in unincorporated Snohomish County, but within the Monroe Urban Growth Area.

The proposed annexation area is contiguous with the Foothills neighborhood located immediately to the south. Immediately to the east is the Robinhood neighborhood. Per Snohomish County Zoning, the subject area is currently zoned R-7200. Pursuant to Ordinance No. 018/2019, future City zoning when annexed would be Single-Family Residential - 7 Dwellings Per Acre (R7) and the Comprehensive Plan map designation would be Medium Density SFR.

The comprehensive plan designation and zoning are consistent with the City's 2015-2035 Comprehensive Plan. The City has anticipated this proposed annexation area would be annexed by the direct petition method form of annexation at such time all or part of the area desired to be within the City.

**EXHIBIT B**

**Legal Description of Monroe Woodlands Annexation Area**

---

## EXHIBIT “ “

### LEGAL DESCRIPTION OF WOODLANDS ANNEXATION

BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 28 NORTH, RANGE 6 EAST, WILLAMETTE MERIDIAN TOGETHER WITH A PORTION OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 28 NORTH, RANGE 6 EAST, WILLAMETTE MERIDIAN, AND ALSO TOGETHER WITH A PORTION OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 28 NORTH, RANGE 6 EAST, WILLAMETTE MERIDIAN BEING MORE PARTICULARLY DESCRIBED TO WIT:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 26;

THENCE SOUTH 88°01'23" EAST, ALONG THE EAST-WEST MIDSECTION LINE OF SAID SECTION 26, A DISTANCE OF 398.48 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF PROPOSED SR 2 AS CONDEMNED IN SNOHOMISH COUNTY SUPERIOR COURT CAUSE No. 128550 AND THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 88°01'23" EAST, DEPARTING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE AND ALONG SAID MIDSECTION LINE THE FOLLOWING DISTANCES:

932.02 FEET TO THE NORTHWEST CORNER OF TRACT 998 OF THE PLAT OF MONROE WOODLANDS PHASE 2 AS RECORDED UNDER AUDITOR'S FILE NUMBER 202008255001 OFFICIAL PUBLIC RECORDS, SNOHOMISH COUNTY, WASHINGTON (OPRSCW);

889.46 FEET ALONG THE NORTH LINE OF SAID TRACT 998 TO THE NORTHWEST CORNER OF TRACT 999 OF SAID PLAT OF MONROE WOODLANDS PHASE 2;

542.27 FEET ALONG THE NORTH LINE OF SAID TRACT 999 TO THE NORTHWEST CORNER OF TRACT 998 OF THE PLAT OF ROOSEVELT RIDGE AS RECORDED UNDER AUDITOR'S FILE NUMBER 200510265136, OFFICIAL PUBLIC RECORDS, SNOHOMISH COUNTY, WASHINGTON (OPRSCW);

1168.09 FEET ALONG THE NORTH LINE OF SAID TRACT 998 AND EXTENSION OF SAID NORTH LINE PROJECTED EAST (IN ALL A DISTANCE OF 3,531.84 FEET) TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF 175TH AVE SE;

THENCE DEPARTING SAID MIDSECTION LINE AND ALONG SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING:

SOUTH 1°05'49" EAST, A DISTANCE OF 75.45 FEET;

SOUTH 88°54'11" WEST, A DISTANCE OF 1.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;

ALONG SAID CURVE TO THE RIGHT, WHOSE RADIUS BEARS NORTH 87°48'12" WEST, A DISTANCE OF 605.12 FEET, THROUGH A CENTRAL ANGLE OF 19°26'15", AN ARC DISTANCE OF 205.29 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT;

ALONG SAID CURVE TO THE LEFT, WHOSE RADIUS IS 424.80 FEET, THROUGH A CENTRAL ANGLE OF 22°43'56", AN ARC DISTANCE OF 168.54 FEET;

SOUTH 1°05'49" EAST, A DISTANCE OF 87.27 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;

ALONG SAID CURVE TO THE LEFT, WHOSE RADIUS IS 470.00 FEET, THROUGH A CENTRAL ANGLE OF 11°10'22", AN ARC DISTANCE OF 91.65 FEET;

SOUTH 12°16'11" EAST, A DISTANCE OF 44.67 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT;

ALONG SAID CURVE TO THE RIGHT, WHOSE RADIUS IS 530.00 FEET, THROUGH A CENTRAL ANGLE OF 22°15'30", AN ARC DISTANCE OF 205.90 FEET;

SOUTH 9°59'19" WEST, A DISTANCE OF 46.54 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;

ALONG SAID CURVE TO THE LEFT, WHOSE RADIUS IS 470.00 FEET, THROUGH A CENTRAL ANGLE OF 11°05'08", AN ARC DISTANCE OF 90.94 FEET;

SOUTH 1°05'49" EAST, A DISTANCE OF 193.77 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;

ALONG SAID CURVE TO THE LEFT, WHOSE RADIUS IS 246.94 FEET, THROUGH A CENTRAL ANGLE OF 86°45'43", AN ARC DISTANCE OF 373.94 FEET;

SOUTH 87°51'32" EAST, A DISTANCE OF 30.12 FEET;

THENCE SOUTH 2°08'28" WEST, DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, AT 80.85 FEET PASSING A POINT AT THE CORNER OF THE INTERSECTION OF 128TH PL SE AND 175TH DR SE, SAID POINT BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF 175TH DR SE, CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, IN ALL A DISTANCE OF 143.76 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF 175TH DR SE THE FOLLOWING:

ALONG SAID CURVE TO THE RIGHT, WHOSE RADIUS IS 530.00 FEET, THROUGH A CENTRAL ANGLE OF 4°11'46", AN ARC DISTANCE OF 38.81 FEET;

SOUTH 6°20'14" WEST, A DISTANCE OF 181.14 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;

ALONG SAID CURVE TO THE LEFT, WHOSE RADIUS IS 470.01 FEET, THROUGH A CENTRAL ANGLE OF 8°03'47", AN ARC DISTANCE OF 66.14 FEET;

SOUTH 1°43'33" EAST, A DISTANCE OF 61.83 FEET;

THENCE SOUTH 88°16'27" WEST, DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, AT A DISTANCE OF 60.00 FEET PASSING THE WESTERLY RIGHT-OF-WAY LINE OF 175TH DR SE, ALSO BEING THE NORTHEAST CORNER OF LOT 30 AS SHOWN ON THE AFORMENTIONED PLAT OF ROOSEVELT RIDGE, IN ALL A DISTANCE OF 255.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 30;

THENCE SOUTH 1°43'33" EAST ALONG THE SOUTH LINE OF LOTS 30-26 OF THE PLAT OF ROOSEVELT RIDGE, A DISTANCE OF 500.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF 131ST ST SE;

THENCE NORTH 88°16'27" EAST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 64.00 FEET;

THENCE SOUTH 1°43'33" EAST, DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 60.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF 131ST ST SE;

THENCE SOUTH 88°16'27" WEST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 14.00 FEET;

THENCE SOUTH 1°43'33" EAST, DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 208.08 FEET TO A POINT ON THE SOUTHERLY LINE OF THE AFOREMENTIONED SECTION 26;

THENCE NORTH 87°42'08" WEST ALONG SAID SOUTH LINE OF SECTION 26, A DISTANCE OF 190.43 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF PROPOSED STATE ROUTE 2;

THENCE ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE THE FOLLOWING:

SOUTH 51°33'31" EAST, A DISTANCE OF 158.70 FEET;

SOUTH 61°21'18" EAST, A DISTANCE OF 689.65 FEET;

SOUTH 68°52'55" EAST, A DISTANCE OF 687.10 FEET;

SOUTH 66°38'12" EAST, A DISTANCE OF 160.65 FEET;

NORTH 23°21'48" EAST, A DISTANCE OF 35.53 FEET;

SOUTH 66°38'12" EAST, A DISTANCE OF 32.49 FEET TO A POINT ON THE EASTERLY LINE OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 28 NORTH, RANGE 6 EAST, WILLAMETTE MERIDIAN;

THENCE SOUTH 00°45'27" WEST, ALONG SAID EASTERLY LINE OF THE NORTHEAST QUARTER, A DISTANCE OF 560.80 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE AFOREMENTIONED PROPOSED SR 2;

THENCE DEPARTING SAID EASTERLY LINE OF THE NORTHEAST QUARTER AND ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE THE FOLLOWING:

NORTH 63°19'49" WEST, A DISTANCE OF 18.37 FEET;

NORTH 68°33'57" WEST, A DISTANCE OF 599.76 FEET;

NORTH 65°16'38" WEST, A DISTANCE OF 848.99 FEET;

NORTH 54°55'49" WEST, A DISTANCE OF 920.16 FEET;

NORTH 49°52'58" WEST, A DISTANCE OF 313.23 FEET TO A POINT ON THE SOUTH LINE OF THE AFOREMENTIONED SECTION 26;

THENCE NORTH 87°42'08" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 302.17 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 26, SAID CORNER BEING ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID PROPOSED SR 2;

THENCE DEPARTING SAID SOUTH LINE AND ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE THE FOLLOWING:

NORTH 00°10'04" EAST, ALONG THE NORTH-SOUTH MIDSECTION LINE OF SAID SECTION 26, A DISTANCE OF 279.06 FEET;

NORTH 42°51'49" WEST, DEPARTING SAID MIDSECTION LINE, A DISTANCE OF 460.05 FEET;

SOUTH 68°37'42" WEST, A DISTANCE OF 714.67 FEET;

NORTH 40°22'27" WEST, A DISTANCE OF 353.14 FEET;

NORTH 4°16'14" EAST, A DISTANCE OF 639.38 FEET;

NORTH 32°53'06" EAST, A DISTANCE OF 119.23 FEET;

NORTH 36°35'53" WEST, A DISTANCE OF 455.92 FEET;

NORTH 1°32'03" EAST, ALONG SAID EAST LINE, A DISTANCE OF 55.17 FEET;

THENCE NORTH 41°59'49" WEST, DEPARTING SAID EAST LINE, A DISTANCE OF 1332.60 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF LAND.

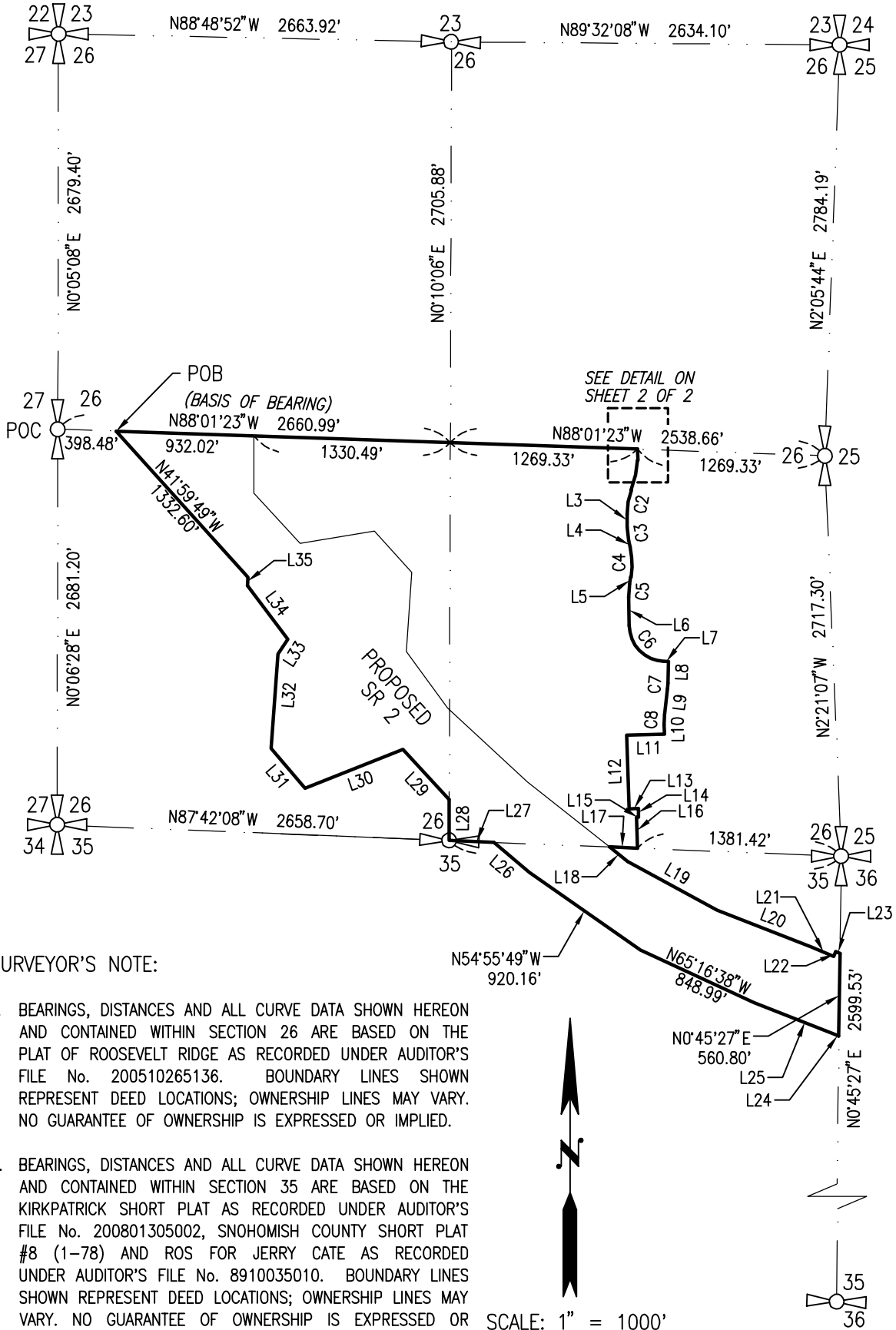


## EXHIBIT C

### Maps

---

# EXHIBIT ' \_ '



**SURVEYOR'S NOTE:**

1. BEARINGS, DISTANCES AND ALL CURVE DATA SHOWN HEREON AND CONTAINED WITHIN SECTION 26 ARE BASED ON THE PLAT OF ROOSEVELT RIDGE AS RECORDED UNDER AUDITOR'S FILE No. 200510265136. BOUNDARY LINES SHOWN REPRESENT DEED LOCATIONS; OWNERSHIP LINES MAY VARY. NO GUARANTEE OF OWNERSHIP IS EXPRESSED OR IMPLIED.
2. BEARINGS, DISTANCES AND ALL CURVE DATA SHOWN HEREON AND CONTAINED WITHIN SECTION 35 ARE BASED ON THE KIRKPATRICK SHORT PLAT AS RECORDED UNDER AUDITOR'S FILE No. 200801305002, SNOHOMISH COUNTY SHORT PLAT #8 (1-78) AND ROS FOR JERRY CATE AS RECORDED UNDER AUDITOR'S FILE No. 8910035010. BOUNDARY LINES SHOWN REPRESENT DEED LOCATIONS; OWNERSHIP LINES MAY VARY. NO GUARANTEE OF OWNERSHIP IS EXPRESSED OR IMPLIED.

3. SEE SHEET 2 OF 2 FOR LINE AND CURVE DATA.



**LDC**  
THE CIVIL ENGINEERING GROUP

Engineering  
Structural  
Planning  
Survey

20210 142nd Avenue NE  
Woodinville, WA 98072

Ph. 425.806.1869  
Fx. 425.482.2893

www.LDCcorp.com

**CITY OF MONROE  
WOODLANDS ANNEXATION**

SE 1/4 SEC. 26, TWN. 28 N., RNG. 6 E., W.M.  
SW 1/4 SEC. 26, TWN. 28 N., RNG. 6 E., W.M.  
NE 1/4 SEC. 35, TWN. 28 N., RNG. 6 E., W.M.

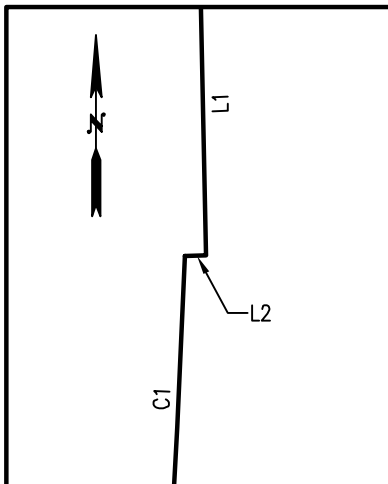
CITY OF MONROE, SNOHOMISH COUNTY, WASHINGTON

DRAWN BY:	DATE:	DRAWING FILE NAME:	SCALE:	JOB NUMBER:
JCW	3-18-21	P20-115SV_SEC 1RL	1"=1000'	P20-115

## EXHIBIT ' \_ '

Line Table		
Line #	Length	Direction
L1	75.45'	N01°05'49"W
L2	1.00'	N88°54'11"E
L3	87.27'	N01°05'49"W
L4	44.67'	N12°16'11"W
L5	46.54'	N09°59'19"E
L6	193.77'	N01°05'49"W
L7	30.12'	N87°51'32"W
L8	143.76'	N02°08'28"E
L9	181.14'	N06°20'14"E
L10	61.83'	N01°43'33"W
L11	255.00'	N88°16'27"E
L12	500.00'	N01°43'33"W
L13	64.00'	N88°16'27"E
L14	60.00'	N01°43'33"W
L15	14.00'	N88°16'27"E
L16	208.08'	N01°43'33"W
L17	190.43'	N87°42'08"W
L18	158.70'	S51°33'31"E

Line Table		
Line #	Length	Direction
L19	689.65'	S61°21'18"E
L20	687.10'	N68°52'55"W
L21	160.65'	N66°38'12"W
L22	35.53'	N23°21'48"E
L23	32.49'	N66°38'12"W
L24	18.37'	N63°19'49"W
L25	599.76'	N68°33'57"W
L26	313.23'	N49°52'58"W
L27	302.17'	N87°42'08"W
L28	279.06'	N00°10'04"E
L29	460.05'	N42°51'49"W
L30	714.67'	N68°37'42"E
L31	353.14'	N40°22'27"W
L32	639.38'	N04°16'14"E
L33	119.23'	N32°53'06"E
L34	455.92'	N36°35'53"W
L35	55.17'	N01°32'03"E



**DETAIL**  
SCALE 1" = 10"

Curve Table			
Curve #	Length	Radius	Delta
C1	205.29	605.12	19°26'15"
C2	168.54	424.80	22°43'56"
C3	91.65	470.00	11°10'22"
C4	205.90	530.00	22°15'30"
C5	90.94	470.00	11°05'08"
C6	373.94	246.94	86°45'43"
C7	38.81	530.00	4°11'46"
C8	66.14	470.01	8°03'47"

SHEET 2 OF 2

LDC

THE CIVIL ENGINEERING GROUP

Engineering  
Structural  
Planning  
Survey

20210 142nd Avenue NE  
Woodinville, WA 98072

Ph. 425.806.1869  
Fx. 425.482.2893

www.LDCcorp.com

CITY OF MONROE  
WOODLANDS ANNEXATION

SE 1/4 SEC. 26, TWN. 28 N., RNG. 6 E., W.M.  
SW 1/4 SEC. 26, TWN. 28 N., RNG. 6 E., W.M.  
NE 1/4 SEC. 35, TWN. 28 N., RNG. 6 E., W.M.  
CITY OF MONROE, SNOHOMISH COUNTY, WASHINGTON


DRAWN BY:	DATE:	DRAWING FILE NAME:	SCALE:	JOB NUMBER:
JCW	3-18-21	P20-115SV_SEC 1RL	NTS	P20-115

QUARTER <b>SE</b>	SECTION <b>26</b>	TOWNSHIP N.W.B.L. <b>28</b>	RANGE E.W.M. <b>6</b>
Centerline	Lot	Block	Section
Gov Lot	Subdiv	ROW	Quarter
Major Water	Other Lot	Vac ROW	16th
Minor Water	Other Subdiv	Vac Lot	
			City Limits
			Tax Acct
			Easement

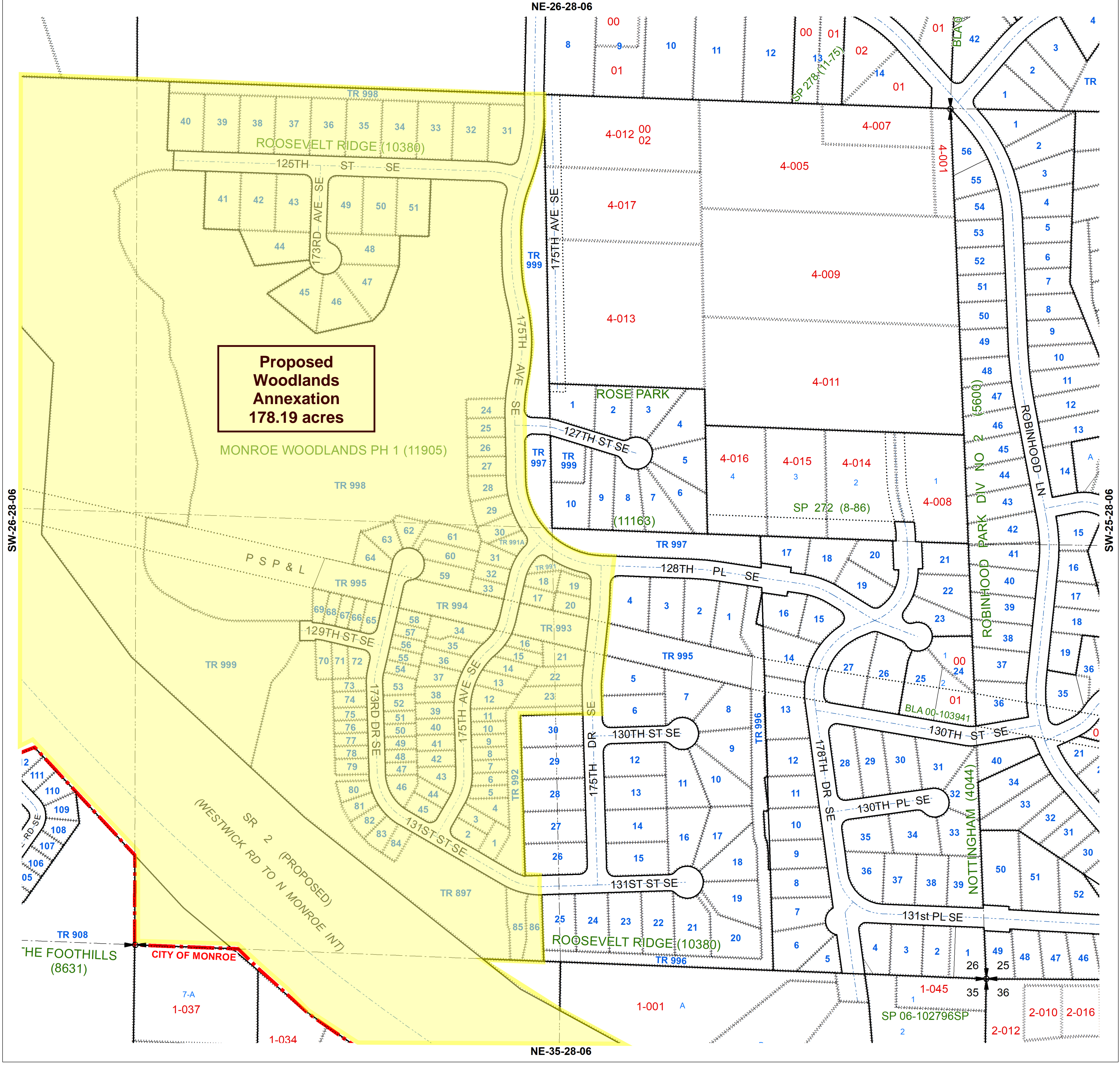
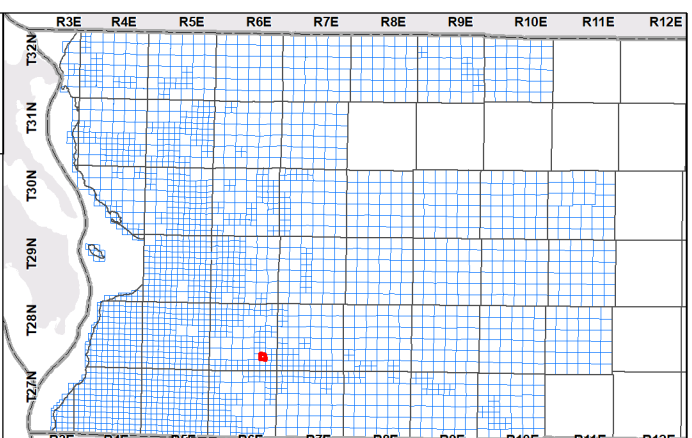
ALL MAPS, DATA, AND INFORMATION SET FORTH HEREIN ("DATA"), ARE FOR ILLUSTRATIVE PURPOSES ONLY AND ARE NOT TO BE CONSIDERED AN OFFICIAL CITATION TO, OR REPRESENTATION OF, THE SNOHOMISH COUNTY CODE. AMENDMENTS AND UPDATES TO THE DATA, TOGETHER WITH OTHER APPLICABLE COUNTY CODE PROVISIONS, MAY APPLY WHICH ARE NOT DEPICTED HEREIN. SNOHOMISH COUNTY MAKES NO REPRESENTATION OR WARRANTY CONCERNING THE CONTENT, ACCURACY, CURRENTCY, 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.

0 200 400  
Feet  
1 inch = 200 feet

Map produced on June 19, 2020

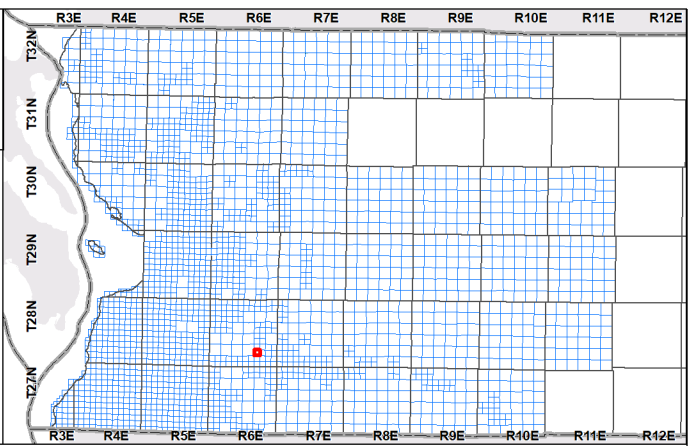


A product of the Assessor's Office  
Snohomish County, Washington



QUARTER **SW** SECTION **26** TOWNSHIP N.W.B.L. **28** RANGE E.W.M. **6**

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.

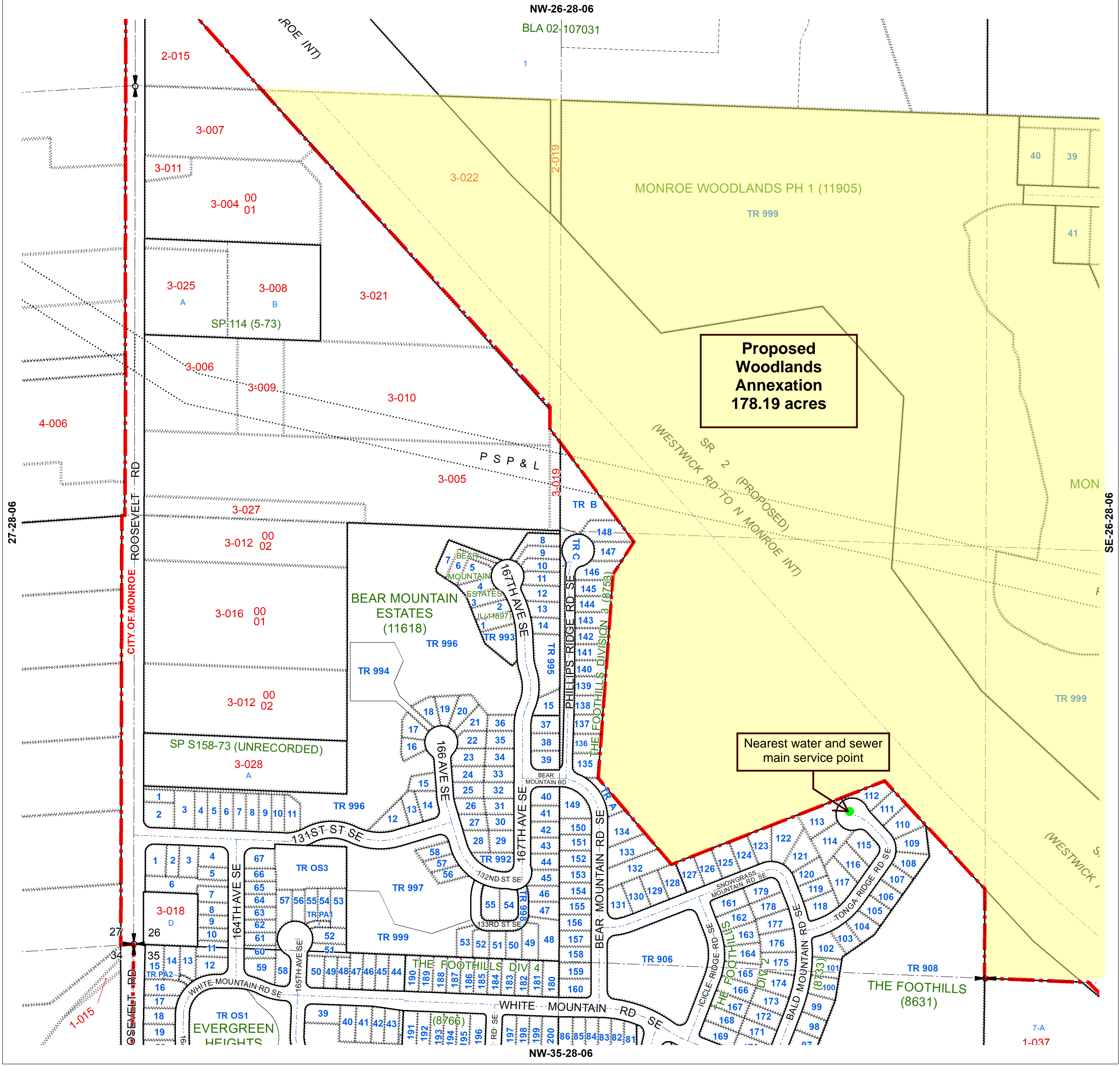


Centerline	Lot	Block	Section	City Limits
Gov Lot	Subdiv	ROW	Quarter	Tax Acct
Major Water	Other Lot	Vac ROW	16th	Easement
Minor Water	Other Subdiv	Vac Lot		

0 200 400  
Feet  
1 inch = 200 feet  
Map produced on March 25, 2020



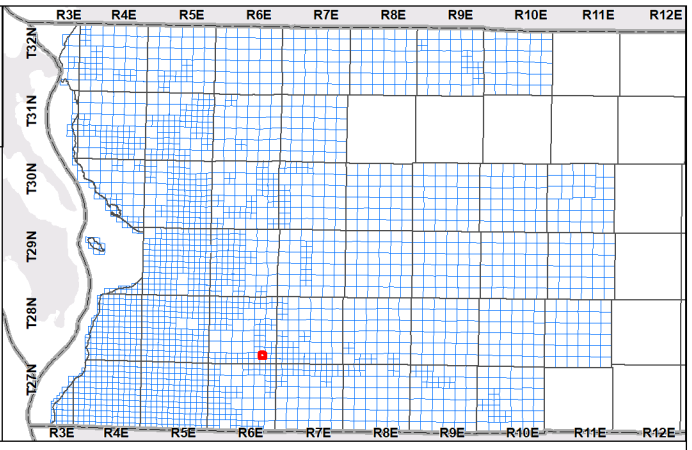
A product of the Assessor's Office  
Snohomish County, Washington



Nearest water and sewer main service point

QUARTER **NE** SECTION **35** TOWNSHIP N.W.B.L. **28** RANGE E.W.M. **6**

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 DISPECTED 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.



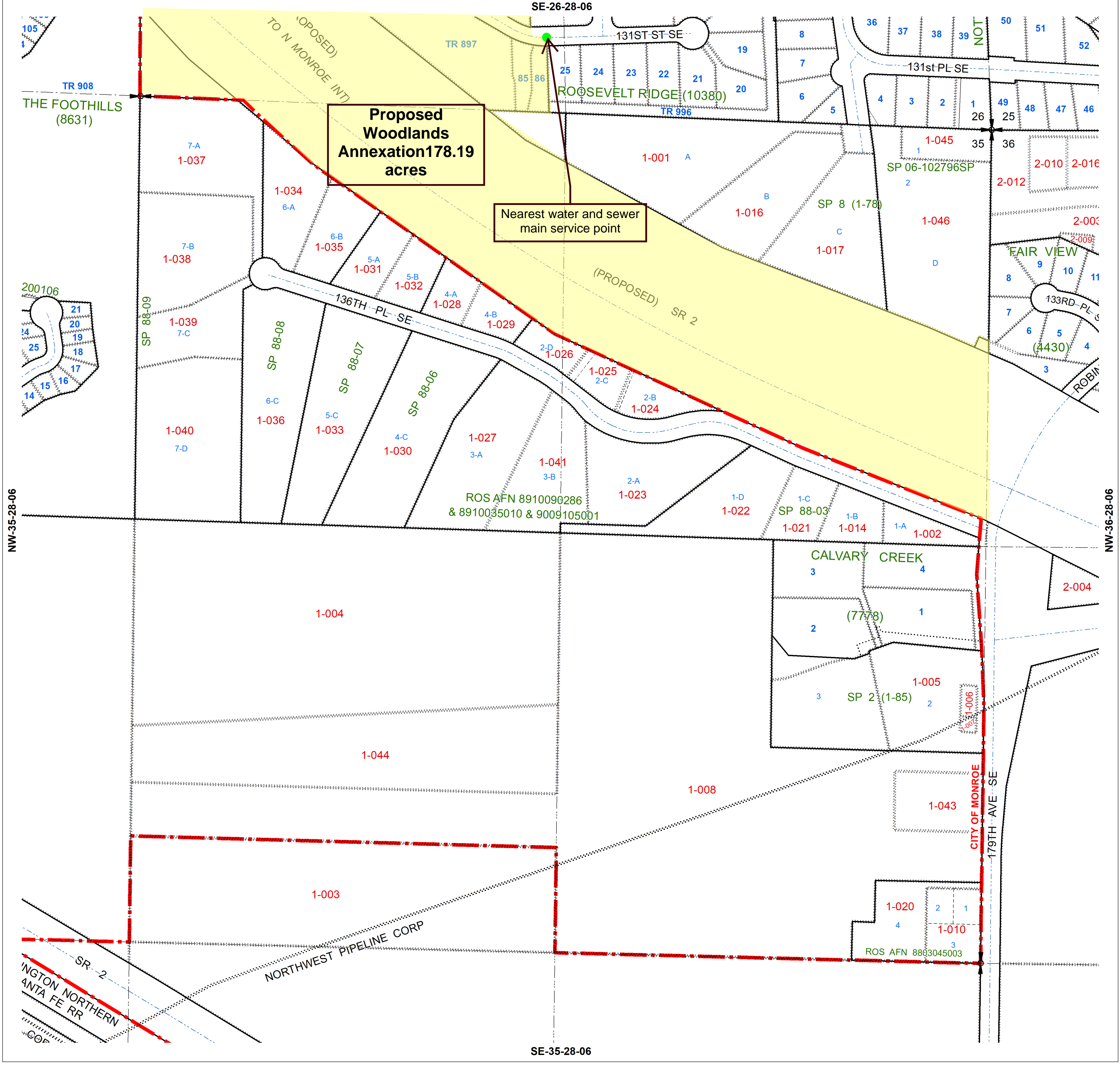
Centerline	Lot	Block	Section	City Limits
Gov Lot	Subdiv	ROW	Quarter	Tax Acct
Major Water	Other Lot	Vac ROW	16th	Easement
Minor Water	Other Subdiv	Vac Lot		

0 200 400 Feet

1 inch = 200 feet

Map produced on October 08, 2019

A product of the Assessor's Office  
Snohomish County, Washington



**CITY OF MONROE  
ORDINANCE NO. 018/2019**

AN ORDINANCE OF THE CITY OF MONROE,  
WASHINGTON, ADOPTING PRE-ANNEXATION ZONING  
FOR ALL PROPERTIES LOCATED WITHIN THE CITY'S  
URBAN GROWTH AREA, PURSUANT TO RCW 35A.14.330;  
ADOPTING SUPPORTIVE FINDINGS; PROVIDING FOR  
SEVERABILITY; AND ESTABLISHING AN EFFECTIVE  
DATE

---

WHEREAS, the City of Monroe entered into an Interlocal Agreement with Snohomish County concerning annexation within the Monroe Urban Growth Area (UGA), recorded under Snohomish County Auditor's File Number 9609110230; and

WHEREAS, the City of Monroe adopted a Six-Year Annexation Plan under Resolution No. 2009/012 that provides an annexation strategy for the Monroe UGA; and

WHEREAS, the 2015 – 2035 Monroe Comprehensive Plan Future Land Use Map (FLUM) designates the intended land use for all existing properties within the City's urban growth area; and

WHEREAS, RCW 35A.14.330 expressly authorizes cities to prepare zoning regulations that shall become effective upon annexation of any area which might reasonably be expected to be annexed by the city at any future time, which regulations are commonly called "pre-annexation zoning regulations;" and

WHEREAS, pre-annexation zoning is necessary to establish and regulate allowed land uses within the urban growth area prior to annexation by the City; and

WHEREAS, The zoning designation for each property within the urban growth area shall be consistent with its intended land use, as shown on the adopted 2015 – 2035 Comprehensive Plan Future Land Use Map; and

WHEREAS, the Comprehensive Plan designations adopted for the urban growth area include Low Density Single Family Residential, Medium Density Single Family Residential, Mixed Use, and General Commercial with proposed zoning of the parcels upon future annexation to be Single-Family Residential – 4 Units per Acre (R4), Single-Family Residential – 7 Units per Acre (R7), Mixed Use – General (MG), and General Commercial (GC), respectively; and

WHEREAS, as required by RCW 35A.14.340, the City Council conducted two duly noticed public hearings on the proposed pre-annexation zoning regulations at least thirty

days apart on September 10, 2019, and October 22, 2019. All persons wishing to provide verbal or written comments were afforded the opportunity to do so; and

WHEREAS, the City Council has determined that the pre-annexation zoning regulations adopted by this ordinance satisfy all applicable criteria for approval, specifically including, without limitation, the standards set forth in RCW 35A.14.330; and

WHEREAS, the pre-annexation zoning regulations adopted by the ordinance are consistent with and will implement the relevant provisions of the City's Comprehensive Plan; and

WHEREAS, the City Council further deems the pre-annexation zoning regulations adopted by this ordinance to be in the interest of health, safety, morals, and general welfare.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MONROE DO ORDAIN AS FOLLOWS:

Section 1. Pre-annexation Zoning Established for the Monroe Urban Growth Area. Under authority of RCW 35A.14.330, and consistent with the notice and hearing procedures set forth in RCW 35A.14.340, the Monroe City Council hereby adopts pre-annexation zoning for all properties located within the City's urban growth area. The zoning of such properties shall be consistent with the land uses adopted by the 2015 – 2035 Monroe Comprehensive Plan Future Land Use Map.

The properties subject to pre-annexation zoning, as more fully defined and described in applicable provisions of the Monroe Municipal Code, are subject to all standards and associated regulations pertaining to said zoning designation, as specified in MMC Title 22, in existence at the time of annexation. Upon annexation of the properties within the urban growth area, the City Council hereby authorizes and directs that the official zoning map of the City be amended to reflect this designation, in accordance with MMC 22.14.030.

The Comprehensive Plan Future Land Use Map designations adopted for the urban growth area include Low Density Single Family Residential, Medium Density Single Family Residential, Mixed Use, and General Commercial. Upon annexation, properties designated Low Density Single Family Residential designation shall be zoned Single-Family Residential – 4 Units per Acre (R4), and those identified as Medium Density Single Family Residential shall be zoned Single-Family Residential – 7 Units per Acre (R7). Likewise, those parcels with a land use designation of Mixed Use shall be zoned Mixed Use – General (MG), and properties identified as General Commercial shall be zoned General Commercial (GC) upon annexation.



Section 2. Findings. The Monroe City Council hereby adopts the above recitals, together with the content of Agenda Bill Nos. 19-185 and 19-208, as findings in support of the pre-annexation zoning regulations effectuated by this ordinance.

Section 3. Filing. Pursuant to RCW 35A.14.340, the City Clerk is hereby authorized and directed to certify and file a copy of this ordinance, inclusive of the exhibits hereto, with the Snohomish County Auditor.

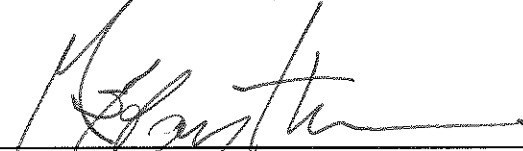
Section 4. Severability. Should any section, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be pre-empted by State or federal law or regulation, such decision or pre-emption shall not affect the validity or enforceability of the remaining portions of this ordinance or its application to other persons or circumstances.

Section 5. Effective Date. This ordinance shall be in full force and effect five (5) days from and after its passage and approval and publication as required by law.

PASSED by the City Council and APPROVED by the Mayor of the City of Monroe, at a regular meeting held this 7<sup>th</sup> day of October, 2019.

First Reading: September 11, 2019  
Adoption: October 22, 2019  
Published: October 25, 2019  
Effective: October 30, 2019


CITY OF MONROE, WASHINGTON:

  
\_\_\_\_\_  
Geoffrey Thomas, Mayor

(SEAL)

ATTEST:

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Elizabeth M. Adkisson, MMC, City Clerk

  
\_\_\_\_\_  
J. Zachary Lell, City Attorney

**CITY OF MONROE  
RESOLUTION NO. 018/2020**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONROE, WASHINGTON, ACCEPTING A NOTICE OF INTENTION TO COMMENCE ANNEXATION TO THE CITY PURSUANT TO RCW 35A.14.120; REQUIRING ASSUMPTION OF CITY INDEBTEDNESS AND PRE ANNEXATION ZONING REGULATIONS AS CONDITIONS OF ANNEXATION; AUTHORIZING THE CIRCULATION OF AN ANNEXATION PETITION; AND ESTABLISHING AN EFFECTIVE DATE.

---

WHEREAS, the City of Monroe entered into an Interlocal Agreement with Snohomish County concerning annexation within the Monroe Urban Growth Area (UGA), recorded under Snohomish County Auditor's File Number 9609110230; and

WHEREAS, the City of Monroe adopted a Six-Year Annexation Plan under Resolution 2009/012 that provides an annexation strategy for the Monroe UGA; and

WHEREAS, a notice from a property owner signifying its intention to commence annexation proceedings pursuant to RCW 35A.14.120 has been filed with the City (Exhibit A). The proposed annexation area is shown on the attached map (Exhibit D). The area is contiguous with existing City limits, lies in unincorporated Snohomish County, is contained within the City's UGA, and may generally be described as an area of approximately 157.24 acres located in the Monroe Woodlands area west of 175<sup>th</sup> Ave SE and includes future US 2 bypass right-of-way (Exhibit C); and

WHEREAS, on October 6, 2020, the City Council met with the initiating party as required by RCW 35A.14.120; and

WHEREAS, pursuant to RCW 35A.14.120, the initiating party represents more than ten percent of the current assessed value of all parcels in the proposed annexation area (Exhibit B); and

WHEREAS, the property owners of Monroe Woodlands neighborhood have executed a no-protest agreement as part of their covenants and agreements with the land, and shall not protest or challenge by referendum or any other method, any annexation of the properties to the City of Monroe;

WHEREAS, without waiver of the City Council's ultimate discretion to approve by ordinance or to deny the proposed annexation, the Council has preliminarily determined that it shall accept the proposed annexation without modification, and shall require as conditions of

annexation the assumption of the area's proportionate share of City indebtedness and the adoption of the pre-annexation zoning regulation contained in Ordinance 018/2019.

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

Section 1. The Monroe City Council accepts the Notice of Intention to Commence Annexation for the area described in Exhibits C and D hereto in accordance with RCW 35A.14.120.

Section 2. The area described in Exhibits C and D hereto, if annexed to the City, shall be required to assume its proportionate share of the general indebtedness of the City of Monroe as of the effective date of such annexation.

Section 3. The area described in Exhibits C and D hereto, if annexed, shall be designated on the City's zoning map as Single-Family Residential - 7 Dwellings Per Acre (R7) in accordance with the pre-annexation zoning regulation adopted under Ordinance No. 018/2019.

Section 4. The City Council hereby authorizes the circulation of a petition for annexation with respect to the area described in Exhibits C and D hereto. Such petition shall set forth the requirements contained in Section 2 and Section 3 of this resolution, respectively, together with a quotation from the minute entry thereof.

Section 5. The City Clerk is hereby authorized and directed to record and enter into the official City Council minutes the substance of this resolution.

Section 6. Effective Date. This resolution shall take effect immediately upon passage.

ADOPTED by the City Council of the City of Monroe, at its regular meeting thereof, and APPROVED by the Mayor this 27th day of October, 2020.

CITY OF MONROE, WASHINGTON



\_\_\_\_\_  
Geoffrey Thomas, Mayor

ATTEST:



\_\_\_\_\_  
Rebecca R. Hasart, Interim City Clerk

**EXHIBIT E**  
**Annexation Petition**

---

NOTICE OF INTENTION TO COMMENCE ANNEXATION

TO: The Monroe City Council  
806 W. Main Street  
Monroe, WA 98272

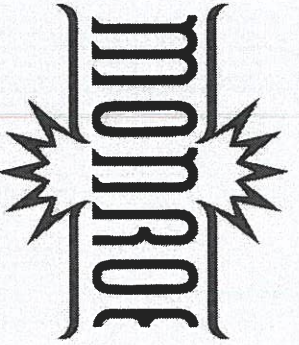
RE: Notice of Intention to Commence Annexation; Monroe Woodlands

We, the undersigned, who are the property owners of not less than ten percent in assessed value of the proposed area to be annexed, according to the Snohomish County Tax Assessor's current records, hereby advise the Monroe City Council that the undersigned residents desire to commence annexation proceedings. Attached hereto are Exhibit A, which contains the signatures of the property owners (see attachment next page) of this Notice of Intention; Exhibit B, which contains the property area boundary legal description; and Exhibit C that includes a map depicting the intended boundaries of the annexation.

We, the undersigned, request that the Monroe City Council set a date within 60 days after the filing of this request to meet with the undersigned to determine:

1. Whether the City Council will accept, reject, or modify the proposed annexation;
2. Whether the City Council will require the adoption of zoning for the proposed area in compliance with the current Comprehensive Plan, adopted by Chapter 22.10 of the Monroe Municipal Code; and
3. Whether the City Council will require property owners within the proposed annexation area to assume existing City indebtedness.

Applicant's Signature: \_\_\_\_\_



WASHINGTON

RECEIVED  
SNOHOMISH COUNTY

MAY 19 2021

ASSESSORS OFFICE

**CITY OF MONROE**  
**COMMUNITY DEVELOPMENT**  
**PERMIT DIVISION**

806 WEST MAIN STREET | MONROE, WA 98272  
City Hall 360.794.7400 | [www.monroewa.gov](http://www.monroewa.gov)

**NOTICE OF INTENTION TO COMMENCE ANNEXATION**  
**Monroe Woodlands Annexation - 60% Petition Signatures**

PARCEL NUMBER REPRESENTED	PROPERTY OWNER'S NAME	PROPERTY ADDRESS	PROPERTY OWNER'S SIGNATURE	DATE SIGNED
1	ANGELA BERG	17429 125TH STREET SE SNOHOMISH, WA 98290		
2	JOSH AND CHERYL JANSEN	17417 125TH STREET SE SNOHOMISH, WA 98290		
3	TAYLOR J AND LAURA C FROST	17401 125TH STREET SE SNOHOMISH, WA 98290		
4	TYLER J AND DANA J ALLISON	17331 125TH STREET SE SNOHOMISH, WA 98290		
5	SIMON SPAULDING	17319 125TH STREET SE SNOHOMISH, WA 98290		
6	KURT M AND TRINA L FYKERUD	17303 125TH STREET SE SNOHOMISH, WA 98290		
7	JAMES R AND LORA L PEARSON	17225 125TH STREET SE SNOHOMISH, WA 98290		
8	GARY C AND VANESSA W BENNETT	17201 125TH STREET SE SNOHOMISH, WA 98290		
9	JODY D AND HEATHER A MCKINLEY	17127 125TH STREET SE SNOHOMISH, WA 98290		

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

10	1038000004000	DANIAL THOMPSON AND DAVID CAMDEN	17109 125TH STREET SE SNOHOMISH, WA 98290		
11	1038000004100	BRETT H AND KATHLEEN H FAWCETT	17128 125TH STREET SE SNOHOMISH, WA 98290		
12	1038000004200	SARA CAMERON AND DANIEL S JOHNSON	17202 125TH STREET SE SNOHOMISH, WA 98290		
13	1038000004300	KIRBY R AND LYNN M DUNCAN	17230 125TH STREET SE SNOHOMISH, WA 98290		
14	1038000004400	MICHAEL NOVICK	12522 173RD AVENUE SE SNOHOMISH, WA 98290		
15	1038000004500	BRIAN T ARMSTRONG	12528 173RD AVENUE SE SNOHOMISH, WA 98290		
16	1038000004600	JEFF AND MISTY PREWITT	12532 173RD AVENUE SE SNOHOMISH, WA 98290		
17	1038000004700	TYMON AND BRIDGET JOHNS	12527 173RD AVENUE SE SNOHOMISH, WA 98290		
18	1038000004800	ROBERT E AND ELIZABETH S BARTLEY	12521 173RD AVENUE SE SNOHOMISH, WA 98290		
19	1038000004900	CLARE FOLEY AND ROBERT C BUSHONG	12515 173RD AVENUE SE SNOHOMISH, WA 98290		
20	1038000005000	PETER K AND DIANN M RASMUSSEN	17322 125TH STREET SE SNOHOMISH, WA 98290		
21	1038000005100	PATRICIA M BAUCCIO	17332 125TH STREET SE SNOHOMISH, WA 98290		
22	1038000099500	ROOSEVELT RIDGE HOA	19030 LENTON PL SE UNIT #222 MONROE, WA 98155		

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

23	011905000001100	NICHOLAS S AND CHRISTINA HOOGE	17509 131ST STREET SE SNOHOMISH, WA 98290	<i>Weather K. Rowley</i>	4/27/21
24	011905000002200	ANDREW J AND SANDRA A LYNCH	13029 175TH AVENUE SE SNOHOMISH, WA 98290	<i>Weather K. Rowley</i>	4/27/21
25	011905000003300	KERSTIN AND AARON T HARDING	13027 175TH AVENUE SE SNOHOMISH, WA 98290	<i>Weather K. Rowley</i>	4/27/21
26	011905000004400	RICHARD AND JANELLE THORP	13025 175TH AVENUE SE SNOHOMISH, WA 98290	<i>Weather K. Rowley</i>	4/27/21
27	011905000005500	JOEL MIGAS AND ALEXANDRA HINSON	13019 175TH AVENUE SE SNOHOMISH, WA 98290	<i>Weather K. Rowley</i>	4/27/21
28	011905000006600	BLAKELEY PORTER	13017 175TH AVENUE SE SNOHOMISH, WA 98290	<i>Weather K. Rowley</i>	4/27/21
29	011905000007700	CODY STEVENS AND DANIELLE MULLENE	13011 175TH AVENUE SE SNOHOMISH, WA 98290	<i>Weather K. Rowley</i>	4/27/21
30	011905000008800	JASON AND KARIANN BOWLES	13007 175TH AVENUE SE SNOHOMISH, WA 98290	<i>Weather K. Rowley</i>	4/27/21
31	011905000009900	JAMES P AND SUSAN B BROCK	13003 175TH AVENUE SE SNOHOMISH, WA 98290	<i>Weather K. Rowley</i>	4/27/21
32	011905000010000	HALEY LJUNGGREN AND QUINTIN BROWN	12929 175TH AVENUE SE SNOHOMISH, WA 98290	<i>Weather K. Rowley</i>	4/27/21
33	011905000011000	MCDUNNAH SCOTT A	12923 175TH AVENUE SE SNOHOMISH, WA 98290	<i>Weather K. Rowley</i>	4/27/21
34	011905000012000	DESHAWN ELLIS AND EMILY COWDEN	12917 175TH AVENUE SE SNOHOMISH, WA 98290	<i>Weather K. Rowley</i>	4/27/21
35	011905000013000	CHRISTOPHER THROOP	12911 175TH AVENUE SE SNOHOMISH, WA 98290	<i>Weather K. Rowley</i>	4/27/21
36	011905000014000	SCOTT A AND SHERRIE L LJUNGGREN	12905 175TH AVENUE SE SNOHOMISH, WA 98290	<i>Weather K. Rowley</i>	4/27/21
37	011905000015000	SAMANTHA KINSELLA AND ANDREW CRABTREE	12831 175TH AVENUE SE SNOHOMISH, WA 98290	<i>Weather K. Rowley</i>	4/27/21

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



38	01190500001600	WILLIAM J AND LEAH A WRIGHT	12825 175TH AVENUE SE SNOHOMISH, WA 98290	<i>Walter K. Rowley</i>	4/27/21
39	01190500001700	PACIFIC RIDGE-DRH LLC	12819 175TH AVENUE SE SNOHOMISH, WA 98290	<i>Walter K. Rowley</i>	4/27/21
40	01190500001800	PACIFIC RIDGE-DRH LLC	12813 175TH AVENUE SE SNOHOMISH, WA 98290	<i>Walter K. Rowley</i>	4/27/21
41	01190500001900	SHAELAH EASTERDAY AND CALEB A ELLEFSON	12818 175TH DRIVE SE SNOHOMISH, WA 98290	<i>Walter K. Rowley</i>	4/27/21
42	01190500002000	KEVIN CARNEY	12824 175TH DRIVE SE SNOHOMISH, WA 98290	<i>Walter K. Rowley</i>	4/27/21
43	01190500002100	NICHOLAS AND ASHLEY LACROIX	12830 175TH DRIVE SE SNOHOMISH, WA 98290	<i>Walter K. Rowley</i>	4/27/21
44	01190500002200	STEVEN AND HOLLY CALDERON	12912 175TH DRIVE SE SNOHOMISH, WA 98290	<i>Walter K. Rowley</i>	4/27/21
45	01190500002300	LEIF AND CRISTINA THORSON	12918 175TH DRIVE SE SNOHOMISH, WA 98290	<i>Walter K. Rowley</i>	4/27/21
46	01190500002400	RYAN R AND HEIDI BEYLUND	12628 175TH AVENUE SE SNOHOMISH, WA 98290	<i>Walter K. Rowley</i>	4/27/21
47	01190500002500	GOKHAN AY AND YELDA TUNALI AY	12702 175TH AVENUE SE SNOHOMISH, WA 98290	<i>Walter K. Rowley</i>	4/27/21
48	01190500002600	HANSEN KURT AND HEFEI LIANG	12708 175TH AVENUE SE SNOHOMISH, WA 98290	<i>Walter K. Rowley</i>	4/27/21
49	01190500002700	AND SHARON AND ROLAND LAMOTHE II	12714 175TH AVENUE SE SNOHOMISH, WA 98290	<i>Walter K. Rowley</i>	4/27/21
50	01190500002800	KONNO YUKI AND EDDIE NA-SONGKHLA JR	12720 175TH AVENUE SE SNOHOMISH, WA 98290	<i>Walter K. Rowley</i>	4/27/21
51	01190500002900	PRAVAL PANWAR AND BHATNAGAR VAISHALI	12726 175TH AVENUE SE SNOHOMISH, WA 98290	<i>Walter K. Rowley</i>	4/27/21
52	01190500003000	THOMAS K AND ALLISON G BORLAND	12804 175TH AVENUE SE SNOHOMISH, WA 98290	<i>Walter K. Rowley</i>	4/27/21

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

53	01190500003100	JOSE CARDENAS AND JENNIFER TEJADA FAMILY	12812 175TH AVENUE SE SNOHOMISH, WA 98290	<i>Walter K. Rowley</i>	4/27/21
54	01190500003200	BRIAN JONES	12814 175TH AVENUE SE SNOHOMISH, WA 98290	<i>Walter K. Rowley</i>	4/27/21
55	01190500003300	TAYLOR R AND LAUREN N ELKINS	12820 175TH AVENUE SE SNOHOMISH, WA 98290	<i>Walter K. Rowley</i>	4/27/21
56	01190500003400	MARK R KINSMAN AND NASSIM ALVIA RIAZI	12826 175TH AVENUE SE SNOHOMISH, WA 98290	<i>Walter K. Rowley</i>	4/27/21
57	01190500003500	ROBERT POKEY	12832 175TH AVENUE SE SNOHOMISH, WA 98290	<i>Walter K. Rowley</i>	4/27/21
58	01190500003600	CORRINE AND ARMANDO A JANOG II	12904 175TH AVENUE SE SNOHOMISH, WA 98290	<i>Walter K. Rowley</i>	4/27/21
59	01190500003700	THOMAS AND CAROLYN VANNI	12910 175TH AVENUE SE SNOHOMISH, WA 98290	<i>Walter K. Rowley</i>	4/27/21
60	01190500003800	JUSTIN HAGGARD	12916 175TH AVENUE SE SNOHOMISH, WA 98290	<i>Walter K. Rowley</i>	4/27/21
61	01190500003900	VLADIMIR KONDOR AND ANESTASIA BAGRILY	12924 175TH AVENUE SE SNOHOMISH, WA 98290	<i>Walter K. Rowley</i>	4/27/21
62	01190500004000	WILLIAM WEISBERG	12930 175TH AVENUE SE SNOHOMISH, WA 98290	<i>Walter K. Rowley</i>	4/27/21
63	01190500004100	VICTORIA AND BENJAMIN REED	13004 175TH AVENUE SE SNOHOMISH, WA 98290	<i>Walter K. Rowley</i>	4/27/21
64	01190500004200	VALTER AND IRINA FEDERAU	13008 175TH AVENUE SE SNOHOMISH, WA 98290	<i>Walter K. Rowley</i>	4/27/21
65	01190500004300	KELLY E AND STEPHEN WILLIAM DARIES II	13012 175TH AVENUE SE SNOHOMISH, WA 98290	<i>Walter K. Rowley</i>	4/27/21
66	01190500004400	TRAVIS AND VANESSA HARRISON	13020 175TH AVENUE SE SNOHOMISH, WA 98290	<i>Walter K. Rowley</i>	4/27/21
67	01190500004500	NORMA RYAN	13022 175TH AVENUE SE SNOHOMISH, WA 98290	<i>Walter K. Rowley</i>	4/27/21

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

68	01190500004600	ELIZABETH AND CHRISTOPHER VELIZ	13021 173RD DRIVE SE SNOHOMISH, WA 98290	<i>Walter K. Rowley</i>	4/27/21
69	01190500004700	JUSTIN AND KAYLEEN ARNOLD	13013 173RD DRIVE SE SNOHOMISH, WA 98290	<i>Walter K. Rowley</i>	4/27/21
70	01190500004800	JOSEPH B AND AVERI D GREMLICH	13009 173RD DRIVE SE SNOHOMISH, WA 98290	<i>Walter K. Rowley</i>	4/27/21
71	01190500005000	MARCIA AND THOMAS ALEXANDER	12931 173RD DRIVE SE SNOHOMISH, WA 98290	<i>Walter K. Rowley</i>	4/27/21
72	01190500005100	LAUREN STODDARD AND ANDREW MICHAEL	12925 173RD DRIVE SE SNOHOMISH, WA 98290	<i>Walter K. Rowley</i>	4/27/21
73	01190500005200	VICTOR MACEDO AND REBECCA JOHNSON	12919 173RD DRIVE SE SNOHOMISH, WA 98290	<i>Walter K. Rowley</i>	4/27/21
74	01190500005300	THOMAS AND REBEKAH HILL	12913 173RD DRIVE SE SNOHOMISH, WA 98290	<i>Walter K. Rowley</i>	4/27/21
75	01190500005400	OLEG AND LESYA TRACH	12907 173RD DRIVE SE SNOHOMISH, WA 98290	<i>Walter K. Rowley</i>	4/27/21
76	01190500005500	STEVEN AND PAMELA WILLIS	12901 173RD DRIVE SE SNOHOMISH, WA 98290	<i>Walter K. Rowley</i>	4/27/21
77	01190500005600	ANDREI AND EKATERINA KHMELEV	12833 173RD DRIVE SE SNOHOMISH, WA 98290	<i>Walter K. Rowley</i>	4/27/21
78	01190500005700	PATRICIA ARELLANO AND JOSE DE JESUS UBAYA	12827 173RD DRIVE SE SNOHOMISH, WA 98290	<i>Walter K. Rowley</i>	4/27/21
79	01190500005800	PAUL AND HALEY GRAHAM	12821 173RD DRIVE SE SNOHOMISH, WA 98290	<i>Walter K. Rowley</i>	4/27/21
80	01190500005900	TRAVIS BABIN AND LYNN CAMBY	12815 173RD DRIVE SE SNOHOMISH, WA 98290	<i>Walter K. Rowley</i>	4/27/21
81	01190500006000	STEPHANIE MAEHL AND LAUREN TREVOR	12811 173RD DRIVE SE SNOHOMISH, WA 98290	<i>Walter K. Rowley</i>	4/27/21
82	01190500006100	KASHAN KHRUM AND SUMERS NOOR	12809 173RD DRIVE SE SNOHOMISH, WA 98290	<i>Walter K. Rowley</i>	4/27/21

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

83	01190500006200	LUCAS SHOCKLEY	12808 173RD DRIVE SE SNOHOMISH, WA 98290	<i>Nathan K. Rowley</i>	4/27/21
84	01190500006300	THOMAS AND LORI DRAGOO	12810 173RD DRIVE SE SNOHOMISH, WA 98290	<i>Nathan K. Rowley</i>	4/27/21
85	01190500006400	KAYLA AND CONNOR RUBENS	12816 173RD DRIVE SE SNOHOMISH, WA 98290	<i>Nathan K. Rowley</i>	4/27/21
86	01190500006500	GARRETT AND LAUREN DMOCHOWSKY	17313 129TH STREET SE SNOHOMISH, WA 98290	<i>Nathan K. Rowley</i>	4/27/21
87	01190500006600	KATIE RUIZ AND KENNETH RIOS	17309 129TH STREET SE SNOHOMISH, WA 98290	<i>Nathan K. Rowley</i>	4/27/21
88	01190500006700	JOANNE AND RAYMOND CODERRE JR	17303 129TH STREET SE SNOHOMISH, WA 98290	<i>Nathan K. Rowley</i>	4/27/21
89	01190500006800	GONZALEZ HERNANDEZ AND MARISOL MATEOS	17231 129TH STREET SE SNOHOMISH, WA 98290	<i>Nathan K. Rowley</i>	4/27/21
90	01190500006900	JESSICA NELSON JESSE JAROSKY	17223 129TH STREET SE SNOHOMISH, WA 98290	<i>Nathan K. Rowley</i>	4/27/21
91	01190500007000	DANIEL AND ROSLYN BENDER	17226 129TH STREET SE SNOHOMISH, WA 98290	<i>Nathan K. Rowley</i>	4/27/21
92	01190500007100	RABECA HASART	17302 129TH STREET SE SNOHOMISH, WA 98290	<i>Nathan K. Rowley</i>	4/27/21
93	01190500007200	NARAYANA AND MANJULA GANESHULA	17306 129TH STREET SE SNOHOMISH, WA 98290	<i>Nathan K. Rowley</i>	4/27/21
94	01190500007300	RADNEY AND DEBORAH DRIVSTUEN	12908 173RD DRIVE SE SNOHOMISH, WA 98290	<i>Nathan K. Rowley</i>	4/27/21
95	01190500007400	BRENDEN AND SARAH DODGE	12914 173RD DRIVE SE SNOHOMISH, WA 98290	<i>Nathan K. Rowley</i>	4/27/21
96	01190500007500	CONNOR AND MCKENZIE KURFESS	12922 173RD DRIVE SE SNOHOMISH, WA 98290	<i>Nathan K. Rowley</i>	4/27/21
97	01190500007600	SHELBY SMALE	12928 173RD DRIVE SE SNOHOMISH, WA 98290	<i>Nathan K. Rowley</i>	4/27/21

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

98	01190500007700	MARK GILE AND KAREN EVEREST	13006 173RD DRIVE SE SNOHOMISH, WA 98290	<i>Weather K. Rowsey</i>	4/27/21
99	01190500007800	KRISTIN ZOLLARS AND ISAIAH AMMON	13010 173RD DRIVE SE SNOHOMISH, WA 98290	<i>Weather K. Rowsey</i>	4/27/21
100	01190500007900	DENISE ANGLIN	13014 173RD DRIVE SE SNOHOMISH, WA 98290	<i>Weather K. Rowsey</i>	4/27/21
101	01190500008000	LOGAN BOWMAN	13018 173RD DRIVE SE SNOHOMISH, WA 98290	<i>Weather K. Rowsey</i>	4/27/21
102	01190500008100	FRANCIS AND JANNA POPE	13024 173RD DRIVE SE SNOHOMISH, WA 98290	<i>Weather K. Rowsey</i>	4/27/21
103	01190500008200	RICHARD BERNDT	13026 173RD DRIVE SE SNOHOMISH, WA 98290	<i>Weather K. Rowsey</i>	4/27/21
104	01190500008300	DILLON RILEY AND CARSON MAGUIRE	13028 173RD DRIVE SE SNOHOMISH, WA 98290	<i>Weather K. Rowsey</i>	4/27/21
105	01190500008400	KEITH FRAYNE	13032 173RD DRIVE SE SNOHOMISH, WA 98290	<i>Weather K. Rowsey</i>	4/27/21
106	01190500008500	JASON AND PATRICIA PHILLIPS	17508 131ST STREET SE SNOHOMISH, WA 98290	<i>Weather K. Rowsey</i>	4/27/21
107	01190500008600	NICOLE HUTFLESS	17510 131ST STREET SE SNOHOMISH, WA 98290	<i>Weather K. Rowsey</i>	4/27/21
108	01190500009900	BOBBY AND IVORY SHAH	12729 171ST AVE SE SNOHOMISH, WA 98290	<i>Weather K. Rowsey</i>	4/27/21

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

**EXHIBIT F**  
**Certification Statement**

---



**Snohomish County**  
**Assessor's Office**

**Linda Hjelle**  
*County Assessor*

**Laura Washabaugh**  
*Chief Deputy*

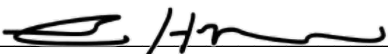
M/S #510  
3000 Rockefeller Ave.  
Everett, WA 98201-4046

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

## **CERTIFICATE OF SUFFICIENCY**

I, Chris Huyboom, Snohomish County Deputy Assessor, in accordance with the requirements of RCW 35A.01.040, hereby certify that the Petition for the City of Monroe Woodlands Annexation submitted to the Assessor on April 1, 2021 and May 19, 2021 is signed by the owners of property comprising 72.82% of the total assessed value within the area described in the petition, according to the records of the Snohomish County Assessor. The determination of sufficiency was begun on May 20, 2021.

Dated this 20th day of May 2021.

By   
Deputy Assessor



## **EXPLANATION OF HOW THE PROPOSAL COMPLIES WITH RCW 36.70A.020,.110 AND .210 OF THE GROWTH MANAGEMENT ACT**

---

### **RCW 36.70A.020**

1. Urban growth. Encourage development in urban areas where adequate public facilities and services exist or can be provided in an efficient manner.

The City of Monroe and Snohomish County have designated the area for urban growth. The city's comprehensive plan map designates the annexation as Medium Density SFR. The City has also adopted pre-annexation zoning of R-7. Sewer and water will be available to the area provided by the City of Monroe

2. Reduce sprawl. Reduce the inappropriate conversion of undeveloped land into sprawling low-density development.

The area is and will be a medium-density single-family area.

3. Transportation. Encourage efficient multimodal transportation systems that are based on regional priorities and coordinated with county and city comprehensive plans.

The City has adopted a multimodal Transportation Plan as part of its Comprehensive Plan.

4. Housing. Encourage the availability of affordable housing to all economic segments of the population of this state, promote a variety of residential densities and housing types, and encourage preservation of existing housing stock.

The City has adopted housing policies that promote affordable housing for all economic sectors. The City has adopted development regulations that promote affordable housing through incentives.

5. Economic Development. Encourage economic development throughout the state that is consistent with adopted comprehensive plans, promote economic opportunity for all citizens of this state, especially for unemployed and for disadvantaged persons, promote the retention and expansion of existing businesses and recruitment of new businesses, recognize regional differences impacting economic development opportunities, and encourage growth in areas experiencing insufficient economic growth, all within the capacities of the state's natural resources, public services, and public facilities.

The City has adopted economic development policies as part of its comprehensive plan. As noted the area in question will be residential, as such economic development will relate to construction, real estate sales, and property taxes. As well, additional housing encourages a work-live community.



6. Property rights. Private property shall not be taken for public use without just compensation having been made. The property rights of landowners shall be protected from arbitrary and discriminatory actions.

The City has adopted policies related to property rights and existing land uses and has development regulations that relate to legal nonconforming properties.

7. Permits. Applications for both state and local government permits should be processed in a timely and fair manner to ensure predictability.

The City has adopted policies development regulations in compliance with the Growth Management Act, State Environmental Policy Act, Subdivision Act, and other state statutes that ensure consistent, fair, and timely review of development applications. The City has adopted internal policies ensuring that permit reviewers process permit applications consistently and efficiently.

8. Natural resource industries. Maintain and enhance natural resource-based industries, including productive timber, agricultural, and fisheries industries. Encourage the conservation of productive forestlands and productive agricultural lands, and discourage incompatible uses.

The City has adopted policies in its comprehensive plan that relate to the retention of agricultural and other resource bases industries. The City has adopted development regulations related to a wide variety of land uses and an ordinance for the local administration of forest practices.

9. Open space and recreation. Retain open space, enhance recreation opportunities, conserve fish and wildlife habitat, increase access to natural resource lands and water, and develop parks and recreation facilities.

The City has adopted elements in its comprehensive plan that relate to parks and open space and the natural environment. The City has adopted development regulations that regulate development near or within critical areas, shorelines, and flood areas. The City has adopted development regulations that regulate open space requirements for planned residential developments and multi-family developments. The City collects impact fees from residential developments for parks and recreation.

10. Environment. Protect the environment and enhance the state's high quality of life, including air and water quality, and the availability of water.

As noted above, the City has adopted a Natural Environment element in its comprehensive plan that establishes policies for protecting and enhancing a variety of natural systems. The City has adopted development regulations that regulate development near or within critical areas, shorelines, and flood areas.

11. Citizen participation and coordination. Encourage the involvement of citizens in the planning process and ensure coordination between communities and jurisdictions to reconcile conflicts.

The City has adopted policies and municipal regulations related to public participation. The City strives to provide citizen participation for all legislative and quasi-judicial land use actions through direct mailings, public meetings, site posting, and its website.

12. Public facilities and services. Ensure that those public facilities and services necessary to support development shall be adequate to serve the development at the time the development is available for occupancy and use without decreasing current service levels below locally established minimum standards.

As noted, public services are available to support the annexation. The City's specific utility plans have accounted for increased population growth over the next twenty years. The City has adopted policies and regulations that ensure concurrency at the time of development. In addition, the City has adopted various impact fees to ensure that capital improvements required in relation to development are funded.

13. Historic preservation. Identify and encourage the preservation of lands, sites, and structures that have historical and archaeological significance as part of the SEPA review.

There are no known structures of historical significance in the annexation area, as a majority of the area has been recently developed.

### **RCW 36.70A.110**

1. Each county that is required or chooses to plan under RCW 36.70A.040 shall designate an urban growth area or areas within which urban growth shall be encouraged and outside of which growth can occur only if it is not urban in nature. Each city that is located in such a county shall be included within an urban growth area. An urban growth area may include more than a single city. An urban growth area may include territory that is located outside of a city only if such territory already is characterized by urban growth whether or not the urban growth area includes a city or is adjacent to territory already characterized by urban growth or is a designated new fully contained community as defined by RCW 36.70A.350.

The Monroe Woodlands Annexation is within the adopted Monroe Urban Growth Area. Both the Monroe Comprehensive Plan and Snohomish County Comprehensive Plan have designated the areas for urban growth.

2. Based upon the growth management population projection made for the county by the office of financial management, the county and each city within the county shall include areas and densities sufficient to permit the urban growth that is projected to occur in the county or city for the succeeding twenty-year period.

The 2021 Draft Buildable Lands Report projects a population target for the Monroe UGA of 24,754 by 2035 and projects a 2,160-person capacity surplus for the Monroe UGA.

3. Urban growth should be located first in areas already characterized by urban growth that have adequate existing public facility and service capacities to serve such development, second in areas already characterized by urban growth that will be served adequately by a combination of both existing public facilities and any additional needed public facilities and services that are provided by either public or private sources, and third in the remaining portions of the urban growth areas. Urban growth may also be located in designated new fully contained communities as defined by RCW 36.70A.350.

Public services are available to support the annexation. The City's specific utility plans have accounted for increased population growth over the next twenty years. The city has adopted policies and regulations that ensure concurrency at the time of development. In addition, the City has adopted various impact fees to ensure the capital improvement required in relation to development are funded.

4. In general, cities are the units of local government most appropriate to provide urban governmental services. In general, it is not appropriate that urban governmental services be extended to or expanded in rural areas except in those limited circumstances shown to be necessary to protect basic public health and safety and the environment and when such services are financially supportable at rural densities and do not permit urban development.

The Monroe Annexation is within the adopted Monroe Urban Growth Area. Both the Monroe Comprehensive Plan and Snohomish County Comprehensive Plan have designated the area for urban growth. Public utilities and services are available to serve the properties.

5. On or before October 1, 1993, each county that was initially required to plan under RCW 36.70A.040(1) shall adopt development regulations designating interim urban growth areas under this chapter. Within three years and three months of the date the county legislative authority of a county adopts its resolution of intention or of certification by the office of financial management, all other counties that are required or choose to plan under RCW 36.70A.040 shall adopt development regulations designating interim urban growth areas under this chapter. Adoption of the interim urban growth areas may only occur after public notice; public hearing; and compliance with the state environmental policy act, chapter 43.21C RCW, and under this section. Such action may be appealed to the growth management hearings board under RCW 36.70A.280. Final urban growth areas shall be adopted at the time of comprehensive plan adoption under this chapter.

The Monroe City Council adopted the last ten-year update in December 2015, which established the current urban growth boundaries.

6. Each county shall include designations or urban growth areas in its comprehensive plan.

The Snohomish County Council adopted the current urban growth boundaries as an appendix to its comprehensive plan.

7. An urban growth area designated in accordance with this section may include within its boundaries urban service areas or potential annexation areas designated for specific cities or towns within the county.

The Monroe Urban Growth Area including the Monroe Woodlands Annexation area is designated for annexation and incorporation into the City of Monroe. The City of Monroe will provide most services and utilities upon annexation.

8. a) Except as provided in (b) of this subsection, the expansion of an urban growth area is prohibited into the one-hundred-year floodplain of any river or river segment that: (i) Is located west of the crest of the Cascade mountains; and (ii) has a mean annual flow of one thousand or more cubic feet per second as determined by the department of ecology.

N/A – No UGA expansion is proposed, and the area does not contain any designated 100-year floodplain.

9. If a county, city, or utility has adopted a capital facility plan or utilities element to provide sewer service within the urban growth areas during the twenty-year planning period, nothing in this chapter obligates counties, cities, or utilities to install sanitary sewer systems to properties within urban growth areas designated under subsection (2) of this section by the end of the twenty-year planning period when those properties.
  - (a)(i) Have existing, functioning, nonpolluting on-site sewage systems;
  - (ii) Have a periodic inspection program by a public agency to verify the on-site sewage systems function properly and do not pollute surface or groundwater; and
  - (iii) Have no redevelopment capacity; or
  - (b) Do not require sewer service because development densities are limited due to wetlands, flood plains, fish and wildlife habitats, or geological hazards.

N/A – the annexation area will connect to sewer with the proposed future residential development.

#### **RCW 36.70A.210**

1. The legislature recognizes that counties are regional governments within their boundaries, and cities are primary providers of urban governmental services within urban growth areas. For the purposes of this section, a "countywide planning policy" is a written policy statement or statements used solely for establishing a countywide framework from which county and city comprehensive plans are developed and adopted pursuant to this chapter. This framework shall ensure that city and county comprehensive plans are consistent as required in RCW 36.70A.100. Nothing in this section shall be construed to alter the land-use powers of cities.

The City is the primary provider for urban services within the annexation area. Water will be provided by the City of Monroe. The proposal is consistent with the countywide planning policies.

2. The legislative authority of a county that plans under RCW 36.70A.040 shall adopt a countywide planning policy in cooperation with the cities located in whole or in part within the county as follows:

Snohomish County has adopted countywide planning policies, consistent with state law, in conjunction with Snohomish County Tomorrow Planning Advisory Committee, Steering Committee, and Executive Committee.

3. A countywide planning policy shall at a minimum, address the following:

Snohomish County has adopted countywide planning policies, consistent with state law, in conjunction with Snohomish County Tomorrow Planning Advisory Committee, Steering Committee, and Executive Committee.

4. Federal agencies and Indian tribe may participate in and cooperate with the countywide planning policy adoption process. Adopted countywide planning policies shall be adhered to by state agencies.

N/A – not relevant to the proposed annexation.

5. Failure to adopt a countywide planning policy that meets the requirements of this section may result in the imposition of a sanction or sanctions on a county or city within the county, as specified in RCW 36.70A.340. In imposing a sanction or sanctions, the governor shall specify the reasons for failure to adopt a countywide planning policy in order that any imposed sanction or sanctions are fairly and equitably related to the failure to adopt a countywide planning policy.

N/A – not relevant to the proposed annexation.

6. Cities and the governor may appeal an adopted countywide planning policy to the growth management hearings board within sixty days of the adoption of the countywide planning policy.

N/A – not relevant to the proposed annexation.

7. Multicounty planning policies shall be adopted by two or more counties, each with a population of four hundred fifty thousand or more, with contiguous urban areas and may be adopted by other counties, according to the process established under this section or other processes agreed to among the counties and cities within the affected counties throughout the multicounty region.

N/A – not relevant to the proposed annexation. Snohomish County does participate in multicounty planning in coordination with the Puget Sound Regional Council.



## **INITIATOR RESPONSE TO FACTORS THE BOARD MUST CONSIDER**

---

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

### **OVERVIEW**

- A. Population of Proposal: 292 people
- B. Territory: 178.19 acres
- C. Population Density: 1.64 persons per acre (gross area); or 2.77 persons per acre (net area – bypass area removed)
- D. Assessed Valuation: \$26,846,250

### **LAND USE**

- A. Existing: Single-Family Residential
- B. Proposed: Single-Family Residential

### **COMPREHENSIVE PLAN**

- A. Snohomish County Comprehensive Plan
  - 1. Comprehensive Plan Policies
    - a. LU Policy 1.C.4, Annexations and planned urban densities shall be prohibited outside of the UGA boundary.
      - The proposed annexation area is within the City of Monroe UGA.
    - b. LU Policy 2.A.1 Maintain development regulations that will require that new residential subdivisions achieve a minimum net density of 4 dwelling units per acre in all unincorporated UGAs, except (1) in the UGAs of Darrington, Index, and Gold Bar as long as those cities do not have sanitary sewer systems and (2) in areas without sanitary sewers which the sewer purveyor with jurisdiction, or in nearest reasonable servicing proximity will certify are either an unsewered urban enclave or are not capable of being connected to public sewers via annexation within the next six years or by the improvements provided pursuant to its adopted six year capital facilities plan, (3) where regulations for development on steep slopes require reduced lot or dwelling unit yields, or (4) where a lower density is necessary because of the existence of critical areas that are large in scope, with a high rank order value, and are complex in structure and function. Lot size averaging, planned

residential developments, sewerage regulations and other techniques may be used to maintain minimum density or to ensure later development at minimum densities is not inhibited when sanitary sewers become available.

- The proposed annexation will achieve minimum net densities.
  - The proposed zoning in the annexation area will be at a density equal to or slightly lower than the County's.
- c. The county shall not support any proposed annexation by a city unless and until an annexation agreement has been signed by the county and said city ensuring the continued implementation of Policy LU 2.A.1 for the area to be annexed.
- The County and City have executed a master interlocal agreement on annexation and urban growth, recorded under Auditor's File No. 200801030552.
  - The proposed annexation is consistent with the interlocal agreement.
- d. IC Policy 1.B.1 The county shall work with cities in planning for orderly transfer of service responsibilities in anticipation of potential or planned annexations or incorporations within UGAs.
- Addressed by the interlocal agreement between the County and City.
- e. IC Policy 1.B.2 In newly annexed area within UGAs, the county shall continue to provide regional services while the cities provide urban service.
- Addressed by the interlocal agreement between the County and City.
- f. IC Policy 1.B.3 The county shall seek interlocal agreements with the cities to establish a process for transferring authority over pending projects, permits, and records and establishes reciprocal impact mitigation for transportation, parks, and schools prior to potential or planned annexations or incorporations.
- Addressed by the interlocal agreement between the County and City.
- g. IC Policy 1.C.1, The county shall seek interlocal agreement with the cities which identify development standards for each UGA.
- Addressed by the interlocal agreement between the County and City.
2. Community Plan: 2015-2035 City of Monroe Comprehensive Plan
  3. Snohomish County Plan Classification and Zoning: Residential 7,200 square feet (R-7,200)
  4. Snohomish County Agricultural Plan: Not applicable  
Snohomish County Surface Water Management Plan: Not applicable
- B. City of Monroe Comprehensive Plan
1. A Comprehensive Plan amendment is not needed. The parcel is designated in the Comprehensive Plan as Medium Density SFR.
  2. The current Comprehensive Plan was adopted in December 2015.

3. The City and Snohomish County entered into an interlocal agreement concerning annexation and urban development in 2008.
4. The proposed designation for the annexation area is Medium Density SFR. The zoning regulations were adopted in 1980, but sections of the code have since been amended, repealed, or replaced to reflect current land use planning at the implementation level.

## **PLANNING DATA**

### **A. Revenue/Estimates**

1. Estimated Expenditures Affected by Proposal. There would be increased expenditures for police services, utilities, road maintenance, and general government services.
2. Estimated Revenues Affected by Proposal: The annexation area will initially result in increased revenue to the City from property taxes, stormwater fees, and utility fees. With future development, the City will collect property taxes, utility fees, impact mitigation fees, and development fees.
3. Estimate of County Revenue Lost: The County would see reductions in property tax revenues and any potential building permit fees, land use fees, and mitigation impact fees. This would be proportionate to the reduction in maintenance costs for stormwater management, streets, police services, and general governmental services.
4. Estimate of County Expenditure Reduction: The County would have a proportionate reduction in expenditures, including savings related to government services, police services, stormwater management, and road maintenance when these responsibilities are transferred to the City.
5. Estimate of Fire District Revenue Lost. The Fire District will not lose revenue associated with the annexation as the Fire District boundaries will not change.
6. Estimate of Fire District Expenditure Reduction: The Fire District will not lose revenue associated with the annexation as the Fire District boundaries will not change.
7. Estimate of Other Special District Revenue/Loss: Not applicable
8. Estimate of Other Special District Expenditure Reduction: Not applicable

### **B. Services**

1. Law Enforcement
  - a. Current Law Enforcement Provider: Snohomish County Sheriff with City of Monroe Back-up
  - b. Current Emergency/Normal Response Time: 30+ minutes for the County, less than 5 minutes for the City
  - c. Initial Police Protection Plan: Routine patrols
  - d. Back-up Plan (mutual aid and/or reserve): Monroe has mutual aid agreements with the County and all agencies.
  - e. Projected Polices Growth Plan Contemplated: Not known at this time.
  - f. Source of Dispatch: Snohomish County 911
2. Fire Service: This is no change in fire service. The annexation area is currently and will continue to be served by Fire District #7.
3. Water: The current water service is Roosevelt Water Association. After annexation, the City of Monroe will provide water service.



4. Sewer: The existing annexation area is served by private septic systems. Future residential development (subdivisions) will require extension of sewer service. The City of Monroe is the sewer provider. Capacity is available at the City's Wastewater Treatment Plant.

**GENERAL**

1. An annexation agreement is not required.
2. The annexation area (178.19 acres) is located north of the Monroe city limits but within the Monroe Urban Growth Area (UGA). The south boundary of the area includes a portion of the future US 2 bypass right-of-way. The area has varying degrees of slope but generally has descending slopes from the northeast to the southwest, ranging from 220 feet to 75 feet in elevation. A majority of the area is vacant and mostly tree canopy.
3. If annexed, this annexation area will be able to accommodate future residential development of approximately 517 lots, or 1,396 in population (using net site area).
4. General governmental services such as public works (street and storm maintenance) planning and zoning, building inspections and municipal administration will be provide by the City of Monroe.
5. There are no delays in services expected in implementing service to this area.
6. The properties within the annexation area currently are not served by public sewer. Future development will be required to extend sewer services. Fire service will not change, and police service will shift from the County sheriff being the primary (City of Monroe as back-up) to the City being wholly responsible in providing police service.
7. Comparative property tax and utility costs for homeowner before/after annexation:

Jurisdiction	Levy Rate per \$1,000 (2020)	Utility Taxes (2020)		
		Water (up to 400 CF)	Sewer	Total
<b>Snohomish County</b>	\$11.70 per \$1,000	\$38.54	\$138.23	\$176.77
<b>Monroe</b>	\$9.74 per \$1,000	\$25.69	\$92.15	\$117.84

**OBJECTIVES (RCW 36.93.180)**

1. Preservation of natural neighborhoods and communities.  
*The proposed land use and zoning designations are compatible with established residential neighborhoods within and adjacent to the annexation area.*
2. Use of physical boundaries, including but not limited to bodies of water, highways, and land contours.  
*The annexation area boundaries primarily follow key features, including north UGA boundary, 175<sup>th</sup> Ave SE and future US 2 bypass right-of-way.*
3. Creation and preservation of logical service areas.  
*The City is the service provider for most utilities. Fire service will not change. Utilities are readily available in proximity to the annexation area.*
4. Prevention of abnormally irregular boundaries.

*The proposed boundaries are not abnormally irregular along any of its boundaries with the exception of a small area in the southeast area where the boundary leaves 175<sup>th</sup> Ave SE and heads southward toward the future US 2 bypass right-of-way. Otherwise, all other boundaries follow logical boundaries/features.*

5. Discouragement of multiple incorporations of small cities and encouragement of incorporation of cities in excess of ten thousand population in heavily populated areas. *Not applicable.*
6. Dissolution of inactive special purpose districts.  
*Upon annexation, the area will become part of the City of Monroe water service area. Thus, association with the Roosevelt Water Association will be terminated.*
7. Adjustment of impractical boundaries.  
*The proposed annexation boundary would extend city limits to the established Monroe UGA boundary.*
8. Incorporations as cities or towns or annexation to cities or town of unincorporated areas which are urban in character.  
*The proposed City-initiated annexation is consistent with countywide planning policies and the City's adopted Six-Year Annexation Strategy to annex areas into the city that are planned for urban level growth.*
9. Protection of agricultural and rural lands which are designated for long term productive agricultural and resource use by a comprehensive plan adopted by the county legislative authority.  
*Not applicable. The proposed annexation area is not identified as a long-term productive agricultural and resource by either the City of Monroe or Snohomish County.*

After Recording Return to  
Assistant Clerk  
Snohomish County Council  
3000 Rockefeller, M/S 609  
Everett, WA 98201

200801030552 29 PGS  
01/03/2008 11:31am \$0.00  
SNOHOMISH COUNTY, WASHINGTON

**INTERLOCAL AGREEMENT  
BETWEEN THE CITY OF MONROE AND SNOHOMISH COUNTY  
CONCERNING ANNEXATION AND URBAN DEVELOPMENT WITHIN  
THE MONROE URBAN GROWTH AREA**

**GENERAL RECITALS**

**1. PARTIES**

This Interlocal Agreement (hereinafter "AGREEMENT" or "ILA") is made by and between the City of Monroe (hereinafter referred to as the "CITY") and Snohomish County (hereinafter referred to as the "COUNTY"), political subdivisions of the State of Washington, pursuant to Chapter 36 70A RCW (the Growth Management Act), Chapter 36 115 RCW (the Governmental Services Act), Chapter 43 21C RCW (SEPA), Chapter 36 70B RCW (Local Project Review), Chapter 58 17 RCW (Subdivisions), Chapter 82 02 RCW (Excise Taxes), and Chapter 39 34 RCW (the Interlocal Cooperation Act)

**2. PURPOSE AND RECITALS**

2 1 The purpose of this AGREEMENT is to facilitate an orderly transition of services and responsibility for capital projects from the COUNTY to the CITY at the time of annexation of unincorporated areas of the COUNTY to the CITY. This AGREEMENT between the CITY and the COUNTY also addresses joint transportation system planning and the policies and procedures for reciprocal review and mitigation of interjurisdictional transportation system impacts of land development

2 2 This AGREEMENT applies to all annexations that are approved after the effective date of this AGREEMENT. This AGREEMENT shall also apply to all development projects approved under Section 8 after the effective date of this AGREEMENT

2 3 The City of Monroe's Growth Management Act (GMA) Comprehensive Plan, as now existing or hereafter amended, identifies the Monroe Urban Growth Area

(UGA), within which potential future annexations may occur (Exhibit A) The CITY and the COUNTY may jointly agree to identify areas within and beyond the current Monroe UGA boundary where further study is desired to address issues of mutual interest, such as, but not limited to, future expansion of the urban growth boundary, utility expansion, or provision of certain public services, and including the area identified as the "southwest joint study area" in the Monroe Comprehensive Plan map (as amended).

- 2 4 The CITY and COUNTY recognize that this framework AGREEMENT includes general statements of principle and policy, and that addenda to existing interlocal agreements or government service agreements or additional agreements on specific topical subjects relating to annexation and service transition may be developed subsequently. Separate interlocal or government service agreements on specific annexation issues will supersede the specific language in this AGREEMENT only for that specific issue. Potential topics for additional agreements include roads and traffic impact mitigation, surface water management, parks, recreation and open space, police services, and fire marshal services.
- 2 5 If the COUNTY legislative authority finds that a proposed annexation within the Monroe UGA is consistent with this AGREEMENT and that an addendum pursuant to Section 13 of this Agreement is completed or is not necessary, the COUNTY will not oppose the proposed annexation and will send a letter to the Boundary Review Board in support of the proposed annexation.
- 2 6 The CITY and COUNTY wish to establish a generalized, framework interlocal agreement to implement urban development standards within the Monroe UGA prior to annexation, for the planning and funding of capital facilities in the unincorporated portion of the uncontested UGA, and to enable consistent responses to future annexations.
- 2 7 The CITY and COUNTY share a commitment to ensure that infrastructure which is within the funding capacities of the CITY and COUNTY will be in place within the UGA to serve development as it is ready for occupancy and use without decreasing service levels below locally established minimum standards.
- 2 8 The CITY and COUNTY believe it is in the best interest of the citizens of both jurisdictions to enable reciprocal imposition of impact mitigation requirements and regulatory conditions that effect improvements in the respective jurisdictions. Separate interlocal agreements on reciprocal park mitigation may be negotiated after the effective date of this agreement.
- 2 9 The CITY and COUNTY recognize the need for joint planning to establish local and regional facilities the jurisdictions have planned or anticipate for the area, to

identify ways to jointly provide these services, and to identify transition of ownership and maintenance responsibilities as annexations occur. This may result in mutual ongoing planning efforts, joint capital improvement plans, and reciprocal impact mitigation. Joint planning issues could include planning, design, funding ROW acquisition, construction, and engineering for road projects; regional transportation plans, infrastructure coordination, watershed management planning; capital construction and related services, parks, recreation, and open space.

- 2 10 The CITY agrees to adopt the COUNTY codes listed in Exhibit B by reference for the purpose of allowing the COUNTY to process and complete permits and fire inspections in annexed areas. Adoption of the COUNTY's codes in no way affects projects applied for under the CITY's jurisdiction. The COUNTY shall be responsible for providing copies of all the codes listed in Exhibit B in addition to all the updates thereto to the Monroe City Clerk, so that the City Clerk may maintain compliance with RCW 35A 12 140.
- 2 11 Within their own jurisdictions, the COUNTY and the CITY each have responsibility and authority derived from the Washington State Constitution, State laws, and any local charter to plan for and regulate uses of land and resultant environmental impacts, and by law must consider the impacts of governmental actions on adjacent jurisdictions.
- 2 12 The CITY and the COUNTY recognize that land use decisions and transportation planning can have extra-jurisdictional impacts and that intergovernmental cooperation is an effective manner to deal with impacts and opportunities that transcend local jurisdictional boundaries.
- 2 13 The CITY and the COUNTY agree to notify one another in the event of any proposed change in the laws, mitigation policies or regulations affecting this AGREEMENT, and to notify one another of the outcome of any such proposed changes. The County Council shall review and approve the CITY's mitigation fee schedule imposed on properties within unincorporated Snohomish COUNTY. The City Council shall review and approve the COUNTY's mitigation fee schedule imposed on properties within CITY limits.

## **ANNEXATION RELATED ISSUES**

### **3. GMA AND LAND USE**

**Purpose** To ensure land use requirements under GMA and the COUNTY's land use codes are met.

- 3 1 Urban density requirements Except as may be otherwise allowed by law, the

CITY agrees to adopt and maintain land use designations and zones for the annexation areas that will accommodate within its jurisdiction, at a minimum, the population and employment allocation assigned by the COUNTY under GMA for the subject area. Provided, however, this shall not be deemed as a waiver of the CITY's right to appeal the assignment of population and employment allocation by any means provided by law. In furtherance of the finality policies underlying land use appeals, the County shall file and serve any judicial claim of noncompliance with this paragraph within 60 days of the City's adoption of the allegedly noncompliant regulation(s).

- 3.2 Imposition of City Standards The COUNTY agrees to encourage development applicants within the Monroe UGA to design projects consistent with the CITY's urban design and development standards. The CITY agrees to make written recommendations to the COUNTY on how proposed new land use permit applications could be changed to make them consistent with CITY standards. When approval of the development is contingent upon extension of water and/or sewer service provided by the CITY, the COUNTY agrees to impose only those conditions voluntarily negotiated between the developer and the CITY as a condition of a water and/or sewer contract between the property owner or developer and the CITY, provided that the conditions meet minimum COUNTY DEVELOPMENT standards and mitigation conditions. The CITY agrees that the COUNTY can only impose standards and conditions in addition to those that the COUNTY would impose under COUNTY codes, if the applicant agrees in writing.

#### 4. TRANSFER OF PERMITS IN PROCESS BY THE COUNTY

Purpose To guarantee continuity for permit applicants by the COUNTY and CITY working together to set a process for transfer of permits at an appropriate stage of a permit review process and/or when the CITY is able to handle the additional workload.

- 4.1 Land use permit application consultation After the effective date of this AGREEMENT, the COUNTY agrees to give the CITY timely written notice and review opportunity related to all land use permit applications inside the Monroe UGA, as defined in Subsection 4.5.1 below, as soon as the COUNTY is aware of such applications. The COUNTY will invite the staff representatives from the CITY to attend staff meetings with the applicant relating to the permit, including pre-application meetings.
- 4.2 Review of COUNTY land use permit applications All land use applications submitted to the COUNTY within the Monroe UGA that are subject to SEPA will be reviewed under the terms of Sections 3 and 8 of this AGREEMENT, the provisions of SEPA, and any other interlocal agreements relating to interjurisdictional coordination.

4 3 County will process permits The COUNTY agrees to continue processing both building and land use permit applications in the annexed area for which complete applications were filed before the effective date of the annexation, as provided below

4 4 Building permits

4 4 1 Definitions For the purposes of this AGREEMENT, the following definitions apply "building permit" is defined as printed permission issued by the authorizing jurisdiction that allows for the construction of a structure, and includes repair, alteration, or addition of or to a structure. "Associated permits" means mechanical, electrical, plumbing and sign permits for the building being permitted. "Completion" means final administrative or quasi-judicial approvals, including final inspection and issuance of an occupancy permit

4 4 2 Completion of building permits In areas that have been annexed, the COUNTY agrees, at no cost to the City, to complete processing of building permit applications that were deemed complete prior to the effective date of the annexation, subject to the limitations in Subsections 4 4 4 and 4 4 5 of this AGREEMENT In addition, the COUNTY agrees to accept, process, and conduct inspections through completion for any associated permits for which it receives an application and accompanying fees before the effective date of the annexation Where legislative approval by the Monroe City Council is required, the COUNTY will provide appropriate staff for the City Council's meeting, if deemed necessary by the CITY Permit renewals shall be governed by Section 4 6

4 4 3 Appeals of building permits The COUNTY agrees to be responsible for defending, at no cost to the CITY, any administrative, quasi-judicial or judicial appeals of building permits issued by the COUNTY in the annexed area

4 4 4 Building permits may be issued up to four months after annexation in areas that have been annexed The COUNTY agrees to continue processing building permit applications pursuant to Subsection 4 4 2 of this AGREEMENT for up to four months following the effective date of the annexation On or about the effective date of the annexation, the COUNTY and CITY will determine, in consultation with the applicant(s), whether any pending building permit applications will be transferred to the CITY for completion

4 4 5 Transfer by request of permit applicant Upon receipt of a written request by a permit applicant, the CITY may at any time request the COUNTY to transfer pending building permit applications The COUNTY will contact applicants for pending permit applications to provide advance notification of the transfer date The CITY will honor any intermediate approvals (such as building plan check approval) that are effective prior to transfer of the permit application Following

consultation with the COUNTY, CITY staff must approve extension of intermediate approvals following the annexation.

**4 4 6 Transfer of permit fees** The CITY and COUNTY agree to proportionately share the permit application fees for any transferred cases. The COUNTY agrees to transfer a proportionate share of the application fee collected to the CITY, commensurate with the amount of work left to be completed on the permit. The proportionate share will be based on the COUNTY's permitting fee schedule.

**4 5 Land use permits**

**4 5 1 Definitions** For the purposes of this AGREEMENT, the following definitions apply "land use permit" is defined as non-single family building permits for structures greater than 4,000 square feet in size, subdivisions, planned residential developments, short subdivisions, conditional uses, special uses, rezones, shoreline substantial development permits, and variances "Review stage" is defined for subdivisions and short subdivisions to include the following elements which will individually be regarded as a distinct "stage" preliminary plat approval, plat construction plan approval, inspection or final plat processing "Review stage" for all other land use permits includes preliminary approval, construction plan approval, construction inspections or final sign-off, but does not include related building permit applications unless applied for in the COUNTY prior to the effective date of the annexation.

**4 5 2 COUNTY will process land use permits as defined in Subsection 4 5 1** The COUNTY shall complete the review of a land use permit, as defined in Subsection 4.5 1 that has been filed with the COUNTY prior to the effective date of an annexation, through full completion of that "review stage." At the completion of the review stage, the permit/project shall be transferred to the CITY for all further permitting, review and approval.

**4 5 3 Land use dedications, deeds or conveyances** Final plats or other dedications of public property will be transmitted to the CITY for City Council acceptance of dedication of right-of-way or public easements, if dedication occurs after the effective date of annexation. Dedications, deeds or conveyances will be in the name of the CITY after the effective date of the annexation and will be forwarded to the City Council for acceptance by the CITY even if the COUNTY is continuing to process the permit.

**4 5 4 Appeals of land use permits** The COUNTY agrees to be responsible for defending, at no cost to the CITY, any administrative, quasi-judicial or judicial appeals of land use permits issued by the COUNTY in the annexed area.



4.6 Permit renewal or extension After the effective date of annexation, any request to renew a building permit or to renew or extend a land use permit issued by the COUNTY in the annexation area is to be made to and administered by the CITY

4.7 Transfer of permit fees. The CITY and COUNTY agree to proportionately share the permit application fees for any transferred cases. The COUNTY agrees to transfer a proportionate share of the application fee collected to the CITY, commensurate with the amount of work left to be completed on the permit. The proportionate share will be based on the COUNTY's permitting fee schedule

4.8 Land use code enforcement cases. Any land use code enforcement cases in the annexation area pending in the COUNTY will be transferred to the CITY on the effective date of the annexation. Any further action in those cases will be the responsibility of the CITY and at the CITY'S discretion. The COUNTY agrees to make its employees available as witnesses at no cost to the CITY if necessary to prosecute transferred cases. Upon request, the COUNTY agrees to provide the CITY with copies of any files and records related to any transferred case

4.9 Enforcement of COUNTY conditions. Following the effective date of the annexation, the CITY agrees to enforce any conditions imposed by the COUNTY relating to the issuance of a building or land use permit in an area which has been annexed, to the same extent it enforces its own conditions. The COUNTY agrees to make its employees available, at no cost to the CITY, to provide assistance in enforcement of conditions on permits originally processed by COUNTY personnel

4.10 Transference of bonds. Any performance, maintenance or other bonds held by the COUNTY to guarantee performance, maintenance or completion of work associated with the issuance of a permit will be transferred to the CITY along with responsibility for enforcement of conditions tied to said bonds

## 5. RECORDS TRANSFER AND ACCESS TO PUBLIC RECORDS FOLLOWING ANNEXATION

Purpose. For the CITY and COUNTY to mutually determine the appropriate timing for the transfer of permit records, transfer of COUNTY records to the CITY will be handled as set forth in this Section

5.1 Procedure for copying. Before the CITY sends a written request for specific records, it is recommended that the CITY records staff set up a meeting with the appropriate COUNTY records staff to discuss the types of records available, the format of the records, the number of records, and any additional information pertinent to request of records. When practical, the appropriate COUNTY

department or office may provide the CITY with an index or list of the available files or records in its custody in response to the CITY's written request. From said index or list, the CITY may select the records it requires that are affected by the annexation and request their transfer as set forth herein. Following a written request by the CITY for identifiable records, the COUNTY shall have a reasonable time to collect, copy, and prepare for transfer of the requested records. All copying costs associated with this process shall be borne by the CITY. When the copied records are available for transfer to the CITY, the COUNTY shall notify the CITY and the CITY shall arrange for their delivery.

- 5.2 **Records to be transferred** Prior to and following annexation of unincorporated area into the CITY, and upon the CITY's request in writing, copies of applicable COUNTY records relevant to jurisdiction and provision of government services within the annexation area may be copied and transferred to the CITY. Said records shall include, but are not limited to, the following records from the Department of Public Works, the Department of Planning and Development Services, and the Business Licensing Department of the Snohomish County Auditor's office: all permit records and files, inspection reports and approved plans, approved zoning files, code enforcement files, fire inspection records, easements, plats, databases for land use, drainage, street lights, streets, regulatory and animal license records, records relating to data on the location, size and condition of utilities, and any other records pertinent to the transfer of services and jurisdiction from the COUNTY to the CITY. The COUNTY reserves the right to withhold privileged and confidential records consistent with Chapter 42.17 RCW (the Public Disclosure Act). In such cases where the COUNTY opts to withhold such records, it shall provide the CITY with a list identifying the record(s) withheld.
- 5.3 **Electronic data** In the event that electronic data or files are requested by the CITY, the CITY shall be responsible for acquiring any software licenses that are necessary to use the transferred information.
- 5.4 **Custody of records** The COUNTY shall retain permanent custody of all original records. No original records shall be transferred from the COUNTY to the CITY. As the designated custodian of original records, the COUNTY shall be responsible for compliance with all legal requirements relating to public records, including, but not limited to, records retention and destruction, as more specifically described below.
- 5.5 **Records retention and destruction** The COUNTY agrees to retain and destroy all public records pursuant to this AGREEMENT consistent with the applicable provisions of Chapter 40.14 RCW and the applicable rules and regulations of the Secretary of State, Division of Archives and Records Management.

5.6 Public records requests Any requests for copying and inspection of public records shall be the responsibility of the party receiving the request. Requests by the public shall be processed in accordance with Chapter 42.17 RCW and other applicable law. The CITY agrees to withhold from disclosure documents which the COUNTY has requested remain confidential and not be disclosed where disclosure is not mandated by law. The County shall identify, in advance of transfer, any documents that it would like the City to withhold from disclosure under the Public Records Act. The City may refuse to accept any documents so identified. If the City does accept any documents that the County would like withheld from disclosure, the City agrees to withhold the documents from disclosure to the extent consistent with applicable law and shall defend against any legal action challenging the failure to disclose.

5.7 Intergovernmental cooperation Both parties shall maintain adequate records to document the obligations performed under this Section. Both parties shall have the right to review the other party's records with regard to the subject matter of this Section, upon reasonable notice.

## 6. COUNTY CAPITAL FACILITIES REIMBURSEMENT

Purpose To identify recent capital projects that have occurred within the CITY's UGA for which the COUNTY and CITY need to discuss if reimbursement for a portion of the expenditures is necessary and the best course of action for reimbursement.

6.1 Reimbursement for capital facilities investment The CITY recognizes that the COUNTY can request reimbursement for the depreciated value of certain capital facilities expenditures made in the five-year period preceding the effective date of an annexation based on a negotiated repayment schedule. At the effective date of this AGREEMENT, the CITY and the COUNTY understand that there are no capital facilities that the COUNTY would seek reimbursement for, although projects may be added in the future. However, the CITY and COUNTY agree to use their best efforts to pursue cost sharing where feasible, when planning for new local and regional capital construction projects. Nothing in this paragraph shall be construed as imposing a duty to share costs or reimburse capital expenditures.

6.2 Consultation on capital expenditures for active and future projects The COUNTY will consult with the CITY in planning for new local and regional capital construction projects within the Monroe UGA. The COUNTY and CITY agree to begin consultation regarding existing active COUNTY projects within sixty (60) days of approval of this AGREEMENT. At the time of this consultation, or at the project planning stage, the parties will discuss the need for shared responsibilities in implementing capital projects, including the potential for

indebtedness by bonding or loans. The CITY and COUNTY will pursue cooperative financing for capital facilities where appropriate. Interlocal agreements addressing shared responsibilities for capital projects within the UGA will be negotiated, where appropriate.

- 6.3 Continued planning, design, funding, construction, and services for active and future capital projects Separate interlocal agreement(s) for specific projects will address shared responsibilities for local capital projects and local share of regional capital facilities within the Monroe UGA and continued COUNTY services relating to the planning, design, funding, property acquisition, construction, and engineering for local capital projects within an annexation area. An annexation addendum under Section 13 of this AGREEMENT will document appropriate interlocal agreements relating to planning, design, funding, property acquisition, construction, and other architectural or engineering services for active and future capital projects within an annexation area.
- 6.4 Capital facilities finance agreements The CITY and COUNTY will discuss project-specific interlocal agreements for major new local capital facility projects and local share of regional capital facilities within the Monroe UGA. Depending on which jurisdiction has collected revenues, these agreements may include transfers of future revenues from the CITY to the COUNTY, or from the COUNTY to the CITY, proportionate share reimbursements from the CITY to the COUNTY, or from the COUNTY to the CITY, and/or CITY assumption of COUNTY debt service responsibility, or COUNTY assumption of CITY debt service responsibility for loans or other financing mechanisms for new local capital projects and existing local capital projects with outstanding public indebtedness within the annexation area at the time of annexation. Both parties agree in principle that there should not be any reimbursement for projects that have already been paid for by the citizens of the annexing area (e.g., through special taxes or assessments, traffic mitigation, or other attributable funding sources).
- 6.5 Continuation of latecomers cost recovery programs and other capital facility financing mechanisms After annexation, the CITY agrees to continue administering any non-protest agreements, latecomer's assessment reimbursement programs established pursuant to Chapter 35.72 RCW, or other types of agreements or programs relating to future participation or cost-share reimbursement, in accordance with the terms of any agreement recorded with the Snohomish County Auditor relating to property within the Monroe UGA. In addition to the recorded documents, the COUNTY will provide available files, maps, and other relevant information necessary to effectively administer these agreements or programs. If a fee is collected for administration of any of the programs or agreements contained in this Section, the COUNTY agrees to transfer a proportionate share of the administration fee collected to the CITY.

commensurate with the amount of work left to be completed on the agreement  
The proportionate share will be based on the COUNTY's fee schedule

## **7. ESSENTIAL PUBLIC FACILITIES**

Purpose To ensure adoption of a common siting process for essential public facilities

Essential Public Facilities Siting Process The CITY and COUNTY acknowledge and agree to the terms contained in the "Interlocal Agreement to Implement Common Siting Process for Essential Public Facilities," already signed by the COUNTY and the CITY, or as hereafter amended.

## **8. ROADS AND TRANSPORTATION**

Purpose To ensure an orderly transfer of ownership and maintenance of existing road and transportation facilities and the future planning, construction and maintenance of transportation facilities including circulation plans, arterial network plans and transit-oriented development

- 8 1 Annexation of road rights-of-way The CITY agrees to assume full legal control and maintenance responsibility for public road rights-of-way and associated drainage facilities within the annexed area upon the effective date of annexation, unless otherwise mutually agreed in writing.
- 8 2 Road maintenance responsibility Where possible the CITY agrees to annex continuous segments of road to facilitate economical division of maintenance responsibility and avoid discontinuous patterns of alternating CITY and COUNTY road/street ownership. Where annexation of segments of road are unavoidable, the CITY and COUNTY agree to consider a governmental service agreement providing for maintenance of the entire road/street segment by the jurisdiction best able to provide maintenance services on an efficient and economical basis.
- 8 3 Taxes, fees, rates, charges and other monetary adjustments In reviewing annexation proposals, the CITY and COUNTY must consider the effect on the finances, debt structure and contractual obligations and rights of all affected governmental units. Tax and revenue transfers are generally provided by state statute.
- 8 4 Applicability to Developments
- 8 4 1 Applicability to COUNTY Developments Subsections 8 5, 8 7, and 8 8 of this AGREEMENT are applicable to all development proposals which are located within the "County/Monroe Master Annexation ILA Traffic Influence Area" as adopted in Exhibit C of this AGREEMENT and which generate transportation

impacts on CITY streets, are not exempt from the requirements of SEPA, and have submitted a complete application as determined by the COUNTY on or after the effective date of this AGREEMENT. For the purpose of this AGREEMENT, developments meeting these conditions will be referred to hereinafter as COUNTY DEVELOPMENTS

8.4.2 Applicability to CITY Developments Subsections 8.5, 8.7, and 8.9 of this agreement are applicable to all development proposals located in the CITY which generate transportation impacts on County roads located within the "County/Monroe Master Annexation ILA Traffic Influence Area" as adopted in Exhibit C of this AGREEMENT, are not exempt from the requirements of SEPA, and have submitted a complete application as determined by Monroe's Community Development Department on or after the effective date of this AGREEMENT. For the purpose of this AGREEMENT, developments meeting these conditions will be referred to hereinafter as CITY DEVELOPMENTS

8.5 Reciprocal impact mitigation The CITY and COUNTY agree to mutually enforce each other's traffic mitigation ordinances and policies to the extent permitted by law to address multi-jurisdictional impacts under the terms and conditions as provided for in Subsections 8.7, 8.8 and 8.9 of this AGREEMENT. This may include the dedication of rights-of-way to the CITY from properties developing in the COUNTY when those properties are adjacent to rights-of-way annexed to the CITY

8.5.1 Transfer of uncommitted proportionate share mitigation payments The COUNTY collects proportionate share mitigation payments (e.g., GMA impact fees and road-related capacity payments collected pursuant to the State Environmental Policy Act) as a condition to the issuance of land development permits pursuant to Chapter 30.66B SCC for roads listed in the impact fee cost basis. Where the annexation area includes system improvement(s) for which mitigation payments have been collected and which remain programmed for improvement(s), the COUNTY and CITY will negotiate a transfer of all or a portion of such payments based upon such factors as the legal requirements for expending the payments, the ability of the CITY to expend any transferred payments on the annexed system improvements, and whether or not developments that made such payments are located in the annexed area. In any negotiation involving mitigation fees imposed by the COUNTY without input from the CITY pursuant to this AGREEMENT, the CITY shall always have the right to refuse to accept any mitigation fees offered by the COUNTY and the COUNTY shall assume full responsibility for the disbursement of such fees, provided that if the CITY refuses any mitigation fees, it shall authorize the COUNTY to complete the project funded by the mitigation fees within the CITY, to the extent permitted by applicable law.

8.6 Joint transportation planning

**8 6 1 Circulation planning and implementation** It is necessary to implement reciprocal traffic policies in order to provide safe and convenient access and circulation for the occupants and users of the new developments and to mitigate impacts of new developments on access and network circulation. Criteria related to access and circulation issues may be included in the set of common design and development standards to be developed under a multi-jurisdictional process. Where appropriate, circulation planning and implementation of development standards and policies will include pedestrian and other non-motorized transportation facilities.

**8 6 2 Management services** The CITY and COUNTY agree to evaluate whether an interlocal agreement addressing maintenance of streets, traffic signals or other transportation facilities will be appropriate. Any COUNTY maintenance within an annexation area after the effective date of the annexation will be by separate service agreement negotiated between the CITY and COUNTY.

**8 7 Interjurisdictional traffic impacts** Pursuant to Subsection 8 5, this Section addresses the procedures for identification, documentation and mitigation of interjurisdictional traffic impacts.

**8 7 1 CITY transportation mitigation policies** The CITY has taken numerous actions to address mitigation of environmental and other impacts generated by development proposals. The regulations, plans, codes, and mitigation policies designated in Subsection 8 7 3 below shall be collectively referred to as the CITY's transportation mitigation policies.

**8 7 2 COUNTY transportation mitigation policies** The COUNTY has also taken numerous actions to address mitigation of environmental and transportation impacts generated by development proposals. The regulations, plans, codes, and mitigation policies designated in Subsection 8 7 4 below shall be collectively referred to as the COUNTY's transportation mitigation policies.

**8 7 3 COUNTY review and mitigation authority** Pursuant to SCC 30 61 230(9) and Subsection 8 5 of this AGREEMENT, the COUNTY recognizes the following designated mitigation policies of the CITY as a basis for the COUNTY's exercise of interjurisdictional mitigation authority pursuant to state and local law:

- A Title 13 Public Utilities and Services, Title 19 Planning and Zoning and Title 20 Environment of the Monroe Municipal Code, as now existing or hereafter amended, the Monroe Public Works Standards, as now existing or hereafter amended, and the Monroe GMA Comprehensive Plan, including but not limited to the Land Use Element, the Capital Facilities Element, the Transportation Element, and the Transportation Improvement Program, as

now existing or hereafter amended

B. CITY codes, chapters, resolutions, plans, and reports incorporated by reference in the titles, chapters, documents, and plans cited above

C. CITY policies related to mitigation of traffic impacts

8 7 4 CITY review and mitigation authority Pursuant to Subsection 8 5 of this AGREEMENT, the CITY recognizes the following mitigation policies of the COUNTY as a basis for the CITY's exercise of interjurisdictional mitigation authority under state and local law

A. Subtitle 30.6 SCC, including but not limited to Chapter 30 66B SCC and the adopted SEPA policies identified in SCC 30 61 230, as now existing or hereafter amended, and the Snohomish County GMA Comprehensive Plan, including but not limited to the General Policy Plan, Capital Facilities Element, and the Transportation Element, as now existing or hereafter amended

B. COUNTY codes, chapters, administrative rules, resolutions, plans or reports related to mitigation of traffic impacts, including, but not limited to

1. Snohomish County's Engineering Design and Development Standards (EDDS) adopted under SCC Chapter 13 05, as now existing or hereafter amended,
2. The Snohomish County Transportation Needs Report, as now existing or hereafter modified, and
3. Snohomish County administrative rules adopted pursuant to Chapter 30 82 SCC (Rulemaking)

8 7 5 Specific traffic study and mitigation requirements, consistent with the policies referenced in Subsections 8 7 3 and 8 7 4, will be summarized in implementation forms for applicants. These forms will be administratively developed and maintained by both the CITY and the COUNTY and made available to the public on the CITY and the COUNTY'S web sites

8 8 Mitigation for Impacts of COUNTY DEVELOPMENT on the CITY

8 8 1 Traffic study requirement for COUNTY DEVELOPMENT Pursuant to SCC 30 66B 035(7), the COUNTY, through this AGREEMENT, shall require a traffic study for any COUNTY development that may have impacts on the CITY's transportation system requiring mitigation in accordance with this AGREEMENT. Any such COUNTY development shall submit the requested traffic study to the COUNTY as part of its initial development application in accordance with Chapter 30 66B SCC



8 8 2 Criteria for preparation of the traffic study The CITY shall provide the criteria for preparation of the traffic study

8 8 3 Traffic study requirement may be waived The COUNTY may waive the requirement for all or part of the traffic study if the CITY indicates in writing that all information necessary to assess the impact of the development is available

8 8 4 Requirement of COUNTY to inform applicants The Snohomish County Department of Public Works shall inform applicants, at the time of the pre-submittal conference, of the CITY's requirement for traffic studies and mitigation

8 8 5 Supplemental information Following review of the traffic study, the CITY may request supplemental information and analysis as necessary to determine the impacts of the development in accordance with this AGREEMENT The COUNTY shall require the proposed development to submit the supplemental information and analysis to the extent that the COUNTY determines that it is necessary to determine the impacts of the development in accordance with this AGREEMENT

8 8 6 COUNTY to provide notice The COUNTY shall give the CITY notice and afford the CITY a timely opportunity for review, comment, staff consultation as provided by the Snohomish County Code related to the impacts that COUNTY DEVELOPMENT may have on the CITY's transportation system under the CITY's designated mitigation policies For all COUNTY DEVELOPMENTS, the COUNTY shall provide a notice of application to the CITY in accordance with the requirements of Subtitle 30 7 SCC In addition, notice to the CITY shall be provided in a form and manner pursuant to the State Environmental Policy Act (SEPA), Chapter 43 21C RCW, for agencies with jurisdiction

8 8 7 COUNTY development impact on CITY If it is determined by the CITY that a COUNTY DEVELOPMENT will impact the CITY's transportation system, the CITY shall notify the COUNTY of specific measures reasonably necessary to mitigate said impacts in accordance with the CITY's designated mitigation policies For each mitigation measure requested the CITY shall identify the specific impacts and reference the relevant CITY mitigation policy Notification of the specific mitigating measures shall be provided by the CITY within twenty-one (21) days of the date of notice of application, except where notice is for review of an environmental impact statement, in which case review period shall be as established in accordance with WAC 197-11-502 as now existing or hereafter amended

8 8 8 Notification to COUNTY If the COUNTY does not receive timely notification of the CITY's requested mitigating measures, Snohomish County Department of Public Works may assume that the CITY has no comments or information relating to potential impacts of the development on CITY facilities and may or

may not, at its election, require mitigation from the development for impacts on CITY facilities. The provisions of this Section do not apply if the COUNTY fails to provide the CITY with notice of the development consistent with Subsection 8.8.6.

8.8.9 CITY recommendation on COUNTY DEVELOPMENT The CITY shall make recommendations to the COUNTY regarding application of its designated mitigation policies to COUNTY DEVELOPMENT that impacts the CITY's transportation system in a manner consistent with the CITY's application of mitigation policies to CITY DEVELOPMENT that impacts CITY transportation systems.

8.8.10 COUNTY imposed mitigating measures Consistent with SCC 30.66B.720(3), COUNTY staff shall recommend imposing the mitigating measures requested by the CITY in accordance with this AGREEMENT as a condition of the COUNTY's development approval, to the extent that such requirements are reasonably related to the impact of the development and consistent with the terms of this AGREEMENT and applicable law. The approving authority for the COUNTY will impose such mitigating measures as a condition of approval of the development in conformance with the terms of this AGREEMENT unless such action would not comply with existing laws or statutes. If the COUNTY determines that it is likely to recommend not imposing the mitigating measures requested by the CITY, the COUNTY will notify the CITY as soon as possible, and work with the CITY to mutually resolve any differences prior to development approval.

8.8.11 CITY responsibility The CITY shall be responsible for individualized analysis, documentation, hearing testimony, and legal review, including the private property protection process of RCW 36.70A.370, of any recommendation made by the CITY for imposition of mitigation measures on COUNTY DEVELOPMENT. The CITY shall provide all supporting documentation to the COUNTY for inclusion in the record for the COUNTY DEVELOPMENT. The CITY shall be responsible for all accounting, administration, and other actions required for compliance with Chapter 82.02 RCW related to mitigation by COUNTY DEVELOPMENT for impacts in the CITY.

8.8.12 CITY information provided to the COUNTY The CITY will provide the COUNTY with information on development mitigation through regular reports to the COUNTY. By March 31 of each year, the CITY will provide an annual report to the COUNTY to summarize development mitigation that has occurred through this AGREEMENT.

8.9 Mitigation for Impacts of CITY DEVELOPMENT on the COUNTY

8.9.1 Traffic study requirement for CITY DEVELOPMENT The CITY, through this

AGREEMENT, shall require a traffic study from any CITY DEVELOPMENT that may have impacts on the COUNTY's transportation system requiring mitigation in accordance with this AGREEMENT. Any such CITY DEVELOPMENT shall submit the requested traffic study to the CITY as part of its initial development application.

- 8 9 2 Criteria for preparation of traffic study The COUNTY shall provide the criteria for preparation of the traffic study.
- 8 9 3 Traffic study requirement may be waived The CITY may waive the requirement for all or part of the traffic study if the COUNTY indicates that all information necessary to assess the impact of the development is available.
- 8 9 4 Requirement of CITY to inform applicants The CITY shall inform applicants, at the time of the pre-submittal conference, of the COUNTY's requirement for traffic studies and mitigation.
- 8 9 5 Supplemental information Following review of the traffic study, the COUNTY may request supplemental information and analysis as necessary to determine the impacts of the development in accordance with this AGREEMENT. The CITY shall require the proposed development to submit the supplemental information and analysis to the extent that the CITY determines that it is necessary to determine the impacts of the development in accordance with this AGREEMENT.
- 8 9 6 CITY to provide notice The CITY shall give the COUNTY notice and afford the COUNTY a timely opportunity for review, comment, and staff consultation regarding the impacts that CITY DEVELOPMENT may have on the COUNTY's transportation system under the COUNTY's designated mitigation policies. For all CITY DEVELOPMENTS, the CITY shall provide a notice of application to the COUNTY in accordance with the requirements of MMC Chapter 21 40. In addition, notice to the COUNTY shall be provided in a form and manner pursuant to the State Environmental Policy Act (SEPA), Chapter 43 21C RCW, for agencies with jurisdiction.
- 8 9 7 CITY DEVELOPMENT impact on COUNTY If it is determined by the COUNTY that a CITY DEVELOPMENT will impact the COUNTY's transportation system, the COUNTY shall notify the CITY of specific measures reasonably necessary to mitigate said impacts in accordance with the COUNTY's designated mitigation policies. For each mitigation measure requested the COUNTY shall identify the specific impacts and reference the relevant COUNTY mitigation policy. Notification of the specific mitigating measures shall be provided by the COUNTY within twenty-one (21) days of the date of notice of application, except where notice is for review of an environmental impact statement, in which case the review period shall be as established in accordance with WAC 197-11-502.

as now existing or hereafter amended

- 8 9 8 Notification to CITY** If the CITY does not receive timely notification of the COUNTY's requested mitigating measures the CITY may assume that the COUNTY has no comments or information relating to potential impacts of the development on COUNTY facilities and may or may not, at its election, require mitigation from the development for impacts on COUNTY facilities. The provisions of this Section do not apply if the CITY fails to provide the COUNTY with notice of the development consistent with Subsection 8 9 6
- 8 9 9 COUNTY recommendation on COUNTY DEVELOPMENT** The COUNTY shall make recommendations to the CITY regarding application of its designated mitigation policies to CITY DEVELOPMENT that impacts the COUNTY's transportation system in a manner consistent with the COUNTY's application of mitigation policies to COUNTY DEVELOPMENT that impacts the COUNTY's transportation system
- 8 9 10 CITY imposed mitigating measures** Consistent with CITY code, CITY staff shall recommend imposing the mitigating measures requested by the COUNTY in accordance with this AGREEMENT as a condition of the CITY's development approval to the extent that such requirements are reasonably related to the impact of the development and consistent with the terms of this AGREEMENT and applicable law. The approving authority for the CITY will impose such mitigating measures as a condition of approval of the development in conformance with the terms of this AGREEMENT unless such action would not comply with existing laws or statutes. If the CITY determines that it is likely to recommend not imposing the mitigating measures requested by the COUNTY, the CITY will notify the COUNTY as soon as possible, and work with the COUNTY to mutually resolve any differences prior to development approval
- 8 9 11 COUNTY responsibility** The COUNTY shall be responsible for individualized analysis, documentation, hearing testimony, and legal review, including the private property protection process of RCW 36 70A 370, of any recommendation made by the COUNTY for imposition of mitigation measures on CITY DEVELOPMENT. The COUNTY shall provide all supporting documentation to the CITY for inclusion in the record for the CITY DEVELOPMENT. The COUNTY shall be responsible for all accounting, administration, and other actions required for compliance with Chapter 82 02 RCW related to mitigation by CITY DEVELOPMENTS for impacts in the COUNTY.
- 8 9 12 COUNTY information provided to CITY** The COUNTY will provide the CITY with information on development mitigation through regular reports to the CITY. By March 31 of each year, the COUNTY will provide an annual report to the CITY to summarize development mitigation that has occurred through this AGREEMENT

## 9. SURFACE WATER MANAGEMENT

Purpose : To ensure a smooth transfer of ownership and maintenance of existing surface water facilities and to cooperate on future planning, construction and maintenance of surface water facilities

- 9 1 Legal control and maintenance responsibilities. If the annexed area includes surface water drainage improvements or facilities the COUNTY currently owns or maintains, the CITY and COUNTY agree to negotiate the disposition of legal control and maintenance responsibilities by the end of the year in which the annexation becomes effective. The COUNTY agrees to provide a list of regional facilities prior to the start of negotiations. Residential detention facilities over which the COUNTY holds maintenance easements will be transferred to the CITY. If the COUNTY's current Annual Construction Program or Surface Water Management Division budget includes major surface water projects in the area to be annexed, the CITY and COUNTY will determine how funding, construction, programmatic and/or subsequent operational responsibilities, and legal control and responsibilities will be assigned for these improvements, and the timing thereof, under the provisions of RCW 36 89 050, RCW 36 89 120 and all other applicable authorities.
- 9 2 Taxes, fees, rates, charges and other monetary adjustments. The CITY recognizes that service charges are collected by the COUNTY for unincorporated areas within designated Watershed Management Areas and/or the Clean Water District. Watershed management service charges are collected at the beginning of each year through real property tax statements. Upon the effective date of the annexation, the CITY hereby agrees that the COUNTY may continue to collect and, pursuant to Chapter 25 20 SCC and to the extent permitted by law, to apply the service charges collected during the calendar year in which the annexation occurs to the provision of watershed management services designated in that year's budget. These services will be provided through the year in which the annexation becomes effective and will be of the same general level and quality as those provided to other property owners subject to service charges in the COUNTY.
- 9 3 Drainage Needs Report Cost Recovery. The CITY recognizes that drainage engineering studies and inventory have benefited the annexation area. The CITY recognizes that the COUNTY has incurred bonded debt to fund the engineering studies and/or facilities listed in the Drainage Needs Report. The CITY and COUNTY agree to enter into an agreement within one year of the annexation to determine the annexation area's fair share of any applicable bonded debt and to develop and implement a repayment plan for that share of bonded debt.

- 9 4 Government service agreements The COUNTY and CITY intend to work toward one or more interlocal agreements for joint watershed management planning, capital construction, infrastructure management, habitat/river management, water quality management, outreach and volunteerism, and other related services

## 10. **PARK, OPEN SPACE AND RECREATIONAL FACILITIES**

Purpose. To ensure an orderly transfer of ownership and maintenance of existing park, open space and recreational facilities in accordance with parks and recreation policies and future planning; construction and maintenance of park facilities

- 10 1 Local or community parks If an annexed area includes parks, open space or recreational facilities that are listed as a local or community park, the CITY agrees to assume maintenance, operation and ownership responsibilities for the facility upon the effective date of the annexation. The only exception is if prior to the annexation, the COUNTY declares its intention to retain ownership of the park
- 10 2 Criteria for COUNTY to retain ownership. The COUNTY, in consultation with the CITY, will make the decision on whether to retain ownership based on the following criteria and consistent with the Snohomish County Comprehensive Parks and Recreation Plan:
- The park has a special historic, environmental or cultural value to the citizens of Snohomish County, as determined by the Snohomish County Department of Parks and Recreation,
  - There are efficiencies with the COUNTY's operation and/or maintenance of the park property,
  - The COUNTY has made a substantial capital investment in the park property, including the purchase of the property, the development of the park, and/or the construction of facilities,
  - There are specialized stewardship or maintenance issues associated with the park that the COUNTY is best equipped to address,
  - The property generates revenue that is part of the larger COUNTY park operation budget, and/or
  - The facility serves as a regional park or is part of the COUNTY'S trail system and would be better included in the COUNTY's regional network
- 10 3 Joint planning for parks, recreation and open space The CITY and COUNTY may, upon the effective date of this AGREEMENT, establish an interlocal agreement for parks, open space and recreational facilities. In the event such an interlocal agreement is established, it shall be based upon the CITY and COUNTY's efforts to provide parks, recreational and open space within the UGA

and surrounding area. This agreement shall establish the nature and type of facilities the jurisdictions have planned or anticipate for the area, identify ways to jointly provide these services and identify transition of ownership and maintenance responsibilities as annexations occur. This effort will result in a mutual ongoing planning effort, joint capital improvement plans and reciprocal impact mitigation.

## 11. POLICE SERVICES

Purpose To ensure a smooth transition of police services from the COUNTY to the CITY upon annexation.

As necessary, the CITY and COUNTY agree to discuss the needs for amending the existing contract for police services to accommodate any needed transfer of police services within an annexed area and the unincorporated UGA. Agreements between the CITY and COUNTY will be made consistent with RCW 41.14.250 through 41.14.280 and RCW 35.13.360 through 35.13.400. Upon request of the CITY, the COUNTY Sheriff's Department will provide detailed service and cost information for the area to be annexed.

## 12. FIRE MARSHAL SERVICES

Purpose To ensure a smooth transition of fire marshal services from the COUNTY to the CITY upon annexation.

12.1 COUNTY to complete certain annual fire inspections The COUNTY agrees to process and complete only those fire inspections in an annexed area that were scheduled before the effective date of annexation and occur within four months following the effective date of the annexation. All other inspections will be conducted by the CITY.

12.2 COUNTY to complete certain fire code enforcement cases The COUNTY will complete any pending fire code enforcement cases within the annexation area until final disposition of the case. After final disposition, any further action or enforcement will be at the discretion of the CITY.

## LEGALLY REQUIRED LANGUAGE

### 13. ADDENDA AND AMENDMENTS

13.1 Addenda related to annexation More detailed sub-interlocal agreements may be prepared for specific issues related to parks, roads, surface water or other issues as necessary. Addendum to this AGREEMENT may also be prepared for each annexation, if necessary, to address parks, transportation, surface water.

management, capital facilities, or other issues specific to the annexation. The CITY and COUNTY will negotiate the addendum prior to or during the forty-five (45) day review period following the date the Boundary Review Board accepts the CITY's Notice of Intention for the annexation.

**13.2 Amendments** The CITY and COUNTY recognize that amendments to this AGREEMENT may be necessary to clarify particular sections or to update and expand the AGREEMENT. Either party may pursue an amendment, as necessary.

**13.3 Process for adding or amending this AGREEMENT** An addendum or amendment must be mutually agreed upon by the parties and executed in writing before becoming effective. Any addendum or amendment to the AGREEMENT will be executed in the same manner as provided by law for the execution of the AGREEMENT.

**13.4 Additional agreements** Nothing in this agreement limits parties entering into interlocal agreements on additional issues not covered by, or in lieu of, the terms of this agreement.

#### **14. THIRD PARTY BENEFICIARIES**

There are no third party beneficiaries to this AGREEMENT, and this AGREEMENT shall not be interpreted to create such rights.

#### **15. DISPUTE RESOLUTION**

The CITY and COUNTY mutually agree to use a formal dispute resolution process such as mediation, through an agreed upon mediator and process, if agreement cannot be reached regarding interpretation or implementation of any provision of this AGREEMENT. All costs for mediation services would be divided equally between the CITY and COUNTY. Each jurisdiction would be responsible for the costs of their own legal representation. The CITY and COUNTY agree to mediate any disputes regarding the annexation process or responsibilities of the parties prior to any Boundary Review Board hearing on a proposed annexation, if possible. The parties shall use the mediation process in good faith to attempt to come to agreement early in the annexation process and prior to any hearings that may be required before the Boundary Review Board.

#### **16. HONORING EXISTING AGREEMENTS, STANDARDS AND STUDIES**

Unless otherwise specified in this AGREEMENT and Exhibits A through C, hereby incorporated by reference, the CITY and COUNTY mutually agree to honor all existing mitigation agreements, interlocal agreements and appropriate interjurisdictional studies.



and agreed upon standards which affect an annexation area and to which the CITY or COUNTY is a party

#### **17. RELATIONSHIP TO EXISTING LAWS AND STATUTES**

This AGREEMENT in no way modifies or supersedes existing state laws and statutes. In meeting the commitments encompassed in this AGREEMENT, all parties will comply with the requirements of the Open Meetings Act, Public Records Act, Growth Management Act, State Environmental Policy Act, Annexation Statutes, and other applicable state or local laws. The COUNTY and CITY retain the ultimate authority for land use and development decisions within their respective jurisdictions as provided herein. By executing this AGREEMENT, the COUNTY and CITY do not purport to abrogate the decision-making responsibility vested in them by law.

#### **18. EFFECTIVE DATE, DURATION AND TERMINATION**

18.1 This AGREEMENT shall become effective following the approval of the AGREEMENT by the official action of the governing bodies of each of the parties hereto and the signing of the AGREEMENT by the duly authorized representative of each of the parties hereto.

18.2 This AGREEMENT shall be in full force and effect until the end of the calendar year 2022. If the parties desire to continue the terms of the existing AGREEMENT after the AGREEMENT is set to expire, the parties may either negotiate a new agreement or extend this AGREEMENT through the amendment process.

18.3 Termination. Either party may terminate its obligations under this AGREEMENT upon 90 days advance written notice to the other party and subject to the following condition: Following a termination, the COUNTY and CITY are mutually responsible for fulfilling any outstanding obligations under this AGREEMENT incurred prior to the effective date of the amendment or termination.

#### **19. INDEMNIFICATION AND LIABILITY**

19.1 The CITY shall protect, save harmless, indemnify and defend, at its own expense, the COUNTY, its elected and appointed officials, officers, employees and agents, from any loss or claim for damages of any nature whatsoever arising out of the CITY's performance of this AGREEMENT, including claims by the CITY's employees or third parties, except for those damages caused solely by the negligence or willful misconduct of the COUNTY, its elected and appointed officials, officers, employees, or agents.

19.2 The COUNTY shall protect, save harmless, indemnify, and defend at its own expense, the CITY, its elected and appointed officials, officers, employees and agents from any loss or claim for damages of any nature whatsoever arising out of the COUNTY's performance of this AGREEMENT, including claims by the COUNTY's employees or third parties, except for those damages caused solely by the negligence or willful misconduct of the CITY, its elected and appointed officials, officers, employees, or agents

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

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

## 20. SEVERABILITY

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

## 21. EXERCISE OF RIGHTS OR REMEDIES

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

## 22. RECORDS

Both parties shall maintain adequate records to document obligations performed under this AGREEMENT. Both parties shall have the right to review the other party's records with regard to the subject matter of this AGREEMENT, upon reasonable notice. Such rights last for six (6) years from the date of permit issuance for each specific development subject to this AGREEMENT.

**23. ENTIRE AGREEMENT**

This AGREEMENT constitutes the entire AGREEMENT between the parties with respect to the framework issues for annexations. It is anticipated that the parties will enter into further interlocal agreements on specific subject areas, as indicated in the text of the AGREEMENT.

**24. GOVERNING LAW AND STIPULATION OF VENUE**

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

**25. CONTINGENCY**

The obligations of the CITY and COUNTY in this AGREEMENT are contingent on the availability of funds through legislative appropriation and allocation in accordance with law. In the event funding is withdrawn, reduced or limited in any way after the effective date of this contract, the CITY or COUNTY may terminate the contract under Part 18 of this AGREEMENT, subject to renegotiation under those new funding limitations and conditions.

**26. ADMINISTRATORS AND CONTACTS FOR AGREEMENT**

The Administrators and contact persons for this AGREEMENT are:

Hiller West, Community Dev Director  
City of Monroe  
City Hall  
806 W Main  
Monroe, WA 98272  
(360) 863-4531

Richard Craig, Senior Planner  
Snohomish County  
Dept of Planning & Development Services  
3000 Rockefeller Avenue  
Everett, WA 98201  
(425) 388-3311

IN WITNESS WHEREOF, the parties have signed this AGREEMENT, effective on the date indicated below

CITY OF MONROE

SNOHOMISH COUNTY

By *Dohnetta Walser*  
Dohnetta Walser, Mayor

By *MARK SOINE*  
~~Deputy Executive~~  
for Aaron G Reardon, County Executive

Date 12-06-07

Date 11/15/07

ATTEST

ATTEST

*Betty King*  
Betty King, City Clerk

*Kathryn Bratcher*  
Kathryn Bratcher  
Clerk of the County Council

Approved as to form

Approved as to form

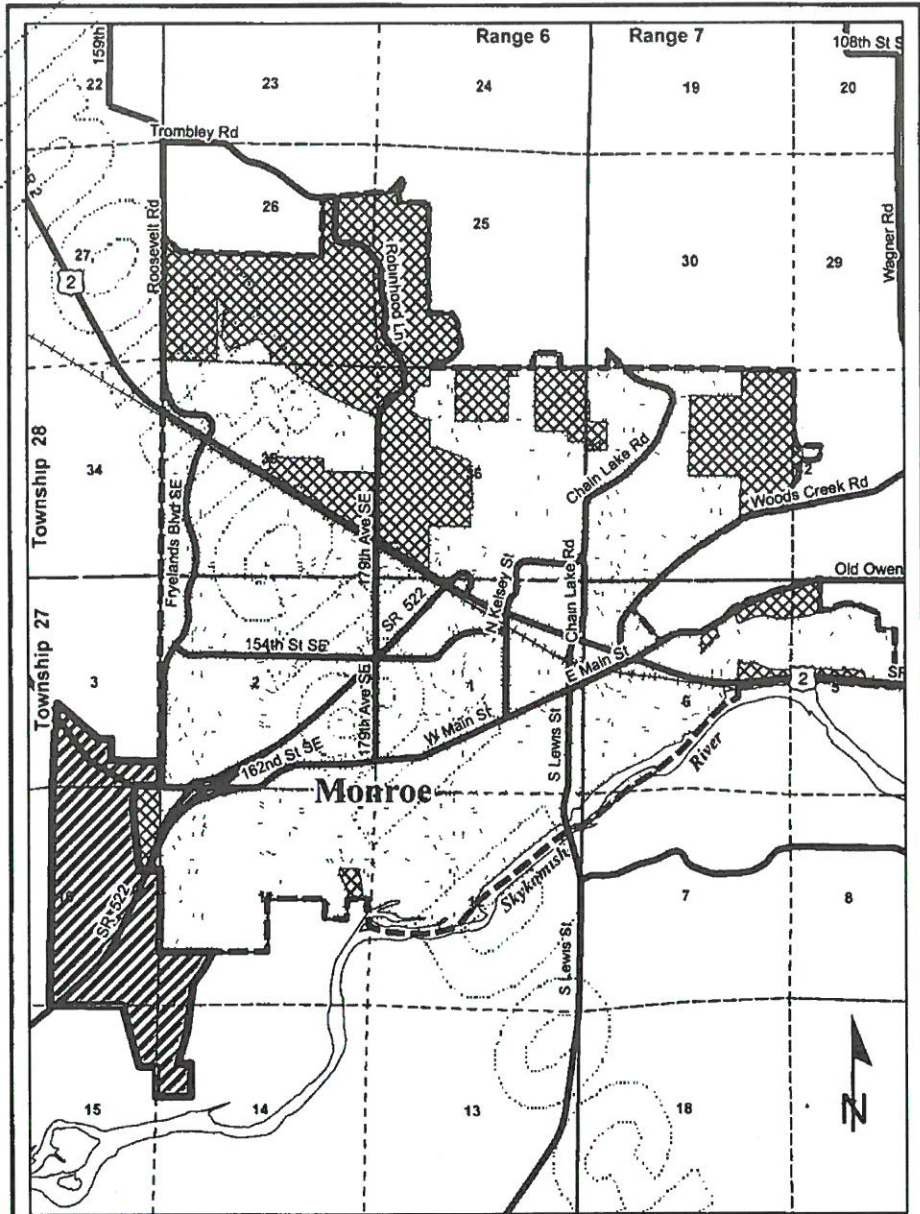
Office of the City Attorney

Snohomish County Prosecuting Attorney

*[Signature]*  
Attorney for the City of Monroe

*[Signature]*  
Deputy Prosecuting Attorney for Snohomish County

COUNCIL USE ONLY  
Approved Ord 07-099  
Docfile 10/31/07 D-8



**Snohomish County**  
**Exhibit A**  
**Monroe Master Annexation Interlocal Agreement**  
**Urban Growth Area and Study Area**

<p><b>Legend</b></p> <ul style="list-style-type: none"> <li> Unincorporated Urban Growth Area</li> <li> Monroe Study Area</li> <li> Urban Growth Area Boundary</li> <li> Incorporated City</li> <li> Township-Range Grid</li> <li> Section Grid</li> </ul> <p>City Boundary Source: Snohomish County Assessor</p>	<p><small>Snohomish County disclaims any warranty of merchantability or warranty of fitness of this map for any particular purpose, either expressed or implied. No representation or warranty made concerning the accuracy, currency, completeness, or quality of data depicted on this map. Any user of this map assumes all responsibility for use thereof, and further agrees to hold Snohomish County harmless from and against any damage, loss or liability arising from any use of this map.</small></p> <p><small>Produced by Snohomish County Department of Planning and Development Services, Cartography/GIS</small></p> <p><small>Map Document (W:\planning\city\annxi\Project_2007\Monroe_UGA_auditor.mxd) 8/28/2007</small></p> <div style="text-align: center;"> <p>0      2,000      4,000      6,000      8,000</p> <p style="font-size: small;">Feet</p> </div>
---	--

## **EXHIBIT B – COUNTY LEGISLATIVE MEASURES AND CONTRACTUAL AGREEMENTS**

*Snohomish County Land Use and Development Codes that need to be adopted by the City All codes are "as amended"*

- A SCC Title 13, entitled ROADS AND BRIDGES, Chapters 13.01, 13.02, 13.05, and 13.10 through 13.70, 13.95, 13.110 and 13.130
- B SCC Chapter 30.53A, entitled UNIFORM FIRE CODE,
- C SCC Chapter 30.52A, entitled UNIFORM BUILDING CODE,
- D SCC SUBTITLE 30.2, entitled ZONING AND DEVELOPMENT STANDARDS
- E SCC Chapter 30.41A, entitled SUBDIVISIONS
- F SCC Chapter 30.41D, entitled BINDING SITE PLANS
- G SCC Chapter 30.41B, entitled SHORT SUBDIVISIONS
- H SCC Chapter 30.44, entitled SHORELINE MANAGEMENT
- I SCC SUBTITLE 30.6, entitled ENVIRONMENTAL STANDARDS AND MITIGATION
- J SCC Title 25, entitled STORM AND SURFACE WATER MANAGEMENT
- K SCC Chapter 30.66A, entitled PARK AND RECREATION FACILITY IMPACT MITIGATION
- L SCC Chapter 30.66B, entitled CONCURRENCY AND ROAD IMPACT MITIGATION
- M SCC Chapter 30.66C, entitled SCHOOL IMPACT MITIGATION
- N Ordinance 93-036, entitled SHORELINE MASTER PROGRAM
- O SCC Chapter 30.42B, entitled PLANNED RESIDENTIAL DEVELOPMENTS

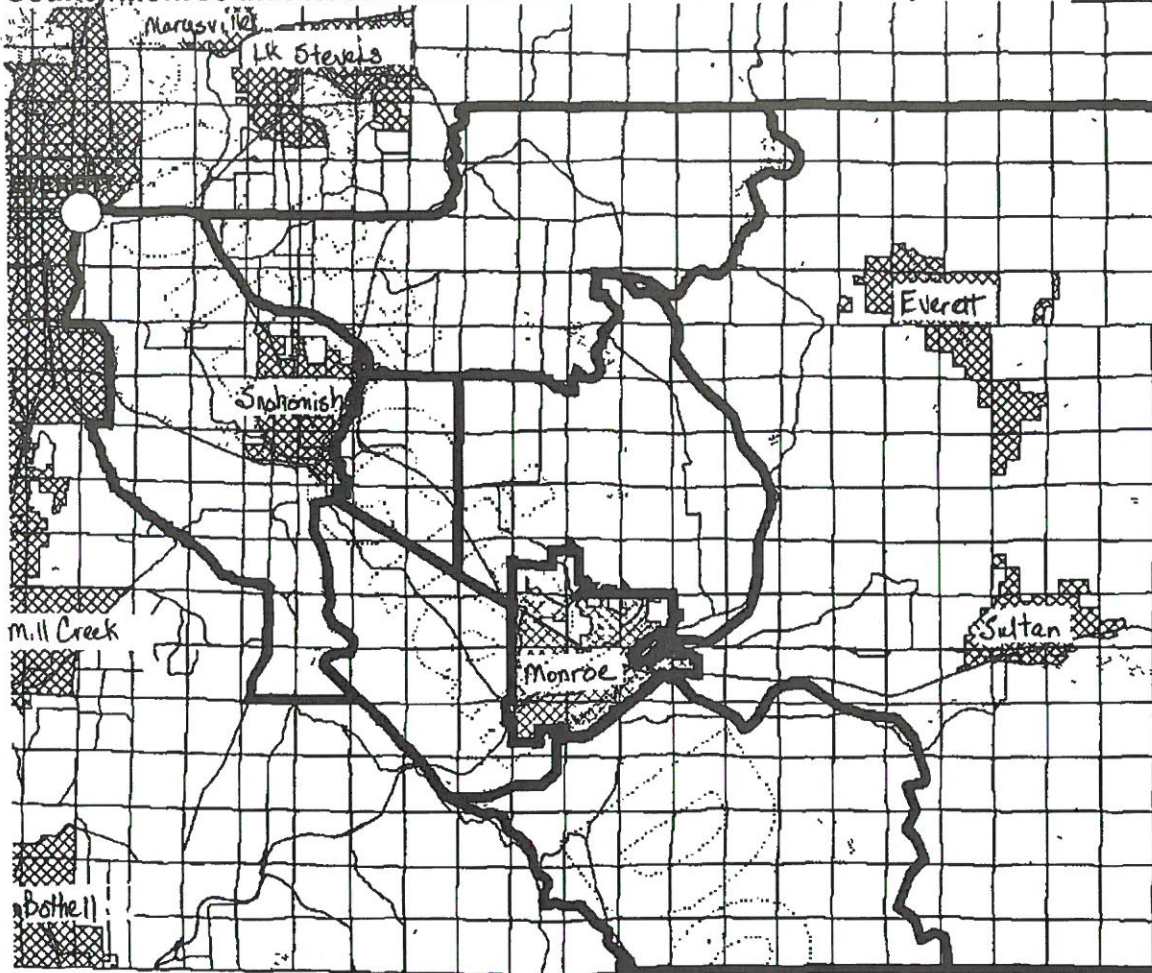
All applicable state building and construction codes as adopted and amended by Snohomish County, including, but not limited to

- a) 1997 Uniform Building Code
- b) 1997 Uniform Plumbing Code
- c) 1997 Uniform Mechanical Code
- d) Washington State Energy Code adopted April 1, 1990

### Other Contractual Agreements

Interlocal Agreement between Snohomish County and the Washington State Department of Transportation Relating to Policies and Procedures for Interjurisdictional Review of Land Development Impacts Related to Transportation and for Reciprocal Impact Mitigation for Interjurisdictional Transportation System Impacts, July 1997, as amended

**Exhibit C  
County/Monroe Master Annexation ILA Traffic Influence Area (And Subareas)**



**Definition of Outer Boundary of Traffic Influence Area**

From the starting point of the NE corner of S29 T29 R5 (shown as white-filled circle on map) go east on the section line (and the extension of that line to the east) to the Pilchuck River North on the Pilchuck River to the north boundary of S16 T29 R6 and east on that line to the Chelan County Line South on the Chelan County Line (not shown on map above) to the King County Line West on the King County Line to the Snoqualmie River North on the Snoqualmie River to the Snohomish River North on the Snohomish River to the north boundary of S8 T27 R6 West on that line (or an extension of that line) to SR 9 North on SR 9 to Lowell-Larimer Road North and west on Lowell Larimer Road to the Everett City Limits North on the Everett City limits to the northern boundary of S29 T29 R5. East on that line to the starting point

**Description of Subareas** will be contained in administrative documents referenced in the Agreement Section 8 7 5

**RESOLUTION NO. 2009/012****A RESOLUTION OF THE CITY OF MONROE, WASHINGTON,  
ADOPTING A SIX-YEAR ANNEXATION PLAN**

WHEREAS, the Monroe City Council adopted Ordinance No. 038/2005 establishing the 2005 – 2025 Comprehensive Plan that sets planning goals, policies and implementation strategies for the Monroe Urban Growth Area (UGA) pursuant to Chapter 36.70 RCW,

WHEREAS, the Monroe City Council adopted updates to the 2005-2025 Comprehensive Plan by Ordinance No. 026/2006, 036/2008, and 006/2009;

WHEREAS, the Monroe City Council has recently reviewed the City's annexation policy to determine whether it is consistent with current practices, policies and procedures;

WHEREAS, the City of Monroe and Snohomish County entered into an updated Interlocal Agreement related to Annexation and Urban Development in the Monroe UGA on December 06, 2007;

WHEREAS, the City of Monroe and Snohomish County are preparing an addendum to the Interlocal Agreement as part of a grant from the WA Dept of Community Trade and Economic Development to develop reasonable measures that will address the projected population deficiency, identified in the Snohomish County 2007 Buildable Lands Report, for the Monroe UGA;

WHEREAS, the City of Monroe is preparing a Six-year Annexation Plan as a reasonable measure that provides an annexation strategy and will help address the projected population deficiency, identified in the Snohomish County 2007 Buildable Lands Report, for the Monroe UGA;

**NOW, THEREFORE, BE IT RESOLVED:**

That the City Council of the City of Monroe, Washington, does hereby accept and adopt the said Six-Year Annexation Plan.

Section 1. Following Land Use Goal LUG-6 and Land Use Policies LUP 6.1-6.9 of the Monroe Comprehensive Plan, the City will allow annexations to occur when the City, in its sole discretion, determines that it is beneficial to provide urban services to an area contiguous to the City to promote growth at prescribed urban densities, it is in the best interest of the City, and it is feasible to extend such services and facilities without burdening its financial resources.



Section 2. The following guidelines may be considered before annexations to the City of Monroe are initiated and at the time, the City Council reviews annexation proposals:

1. The City may consider a recommended sequence to annex the Monroe UGA as identified in this resolution. The attached Future Annexation Areas Map (Exhibit A) depicts the Future Annexation Areas. The recommended sequence identifies an annexation timeline of Future Annexation Areas (FAA's) within the Monroe UGA.
2. The City may consider timely annexation of the entire UGA in accordance with the following recommended sequence:
  - a. The City of Monroe will work to complete pending citizen-initiated annexation petitions for FAA's 1 and 2 by the end of 2009.
  - b. The City of Monroe will initiate annexation of FAA's 3 through 5, via the unincorporated island or Interlocal agreement methods of annexation, or other appropriate method of annexation, outlined in Chapter 35A.14 RCW, by 2010 and prior to development applications and availability of water and sewer service by the City of Monroe.
  - c. The City of Monroe will initiate annexation of FAA's 6 through 10, via the election, direct petition, or other appropriate method of annexation, outlined in Chapter 35A.14 RCW, by 2013 and prior to development applications and availability of water and sewer service by the City of Monroe.
  - d. The City of Monroe will initiate annexation of FAA's 11 and 12, via the election, direct petition, or other appropriate method of annexation, outlined in Chapter 35A.14 RCW, by 2015 and prior to development applications and availability of water and sewer service by the City of Monroe. Prior to consideration of annexation requests within these areas, the City will further analyze the fiscal impacts of annexing these neighborhoods.
  - e. The City will consider citizen-initiated petition method annexations, on a case-by-case basis, when such annexations comply with the objectives outlined in RCW 36.93.180, the Comprehensive Plan, and when supported by the technical review of factors considered in annexation proposals.
3. The City will support and promote annexation and logical extension of urban services following annexation within the UGA to implement the City's adopted comprehensive land use plan. Implementation measures will include adherence to the City's land use designations, development standards, and neighborhood annexation and development strategies contained within the comprehensive plan.
4. The City will encourage the aggregation of parcels for annexation. Where appropriate, the City will encourage annexation of the FAA in its entirety to produce a more logical boundary to meet the objectives outlined in RCW 36.93.180.
5. In considering all annexations, the City should attempt to achieve Boundary Review Board objectives, as specified in RCW 36.93.170 and 36.93.180, applicable to the City of Monroe.


Section 3. The provisions of this resolution are only guidelines designed to maximize coordination with Snohomish County that the City Council may (but is not compelled to) consider when reviewing an annexation proposal. Nothing in this resolution shall be construed as limiting the discretion of the City Council or dictating any result in annexation review. Failure of the City Council to consider or implement the terms of this resolution shall not serve as grounds for Snohomish County or any other party to challenge an annexation.

PASSED by the City Council and APPROVED by the Mayor of the City of Monroe, at a regular meeting held this 21st day of July, 2009.

CITY OF MONROE, WASHINGTON

  
Donnetta Walser, Mayor

ATTEST:

  
Eadye Martinson, Deputy City Clerk

APPROVED AS TO FORM:

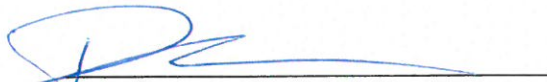
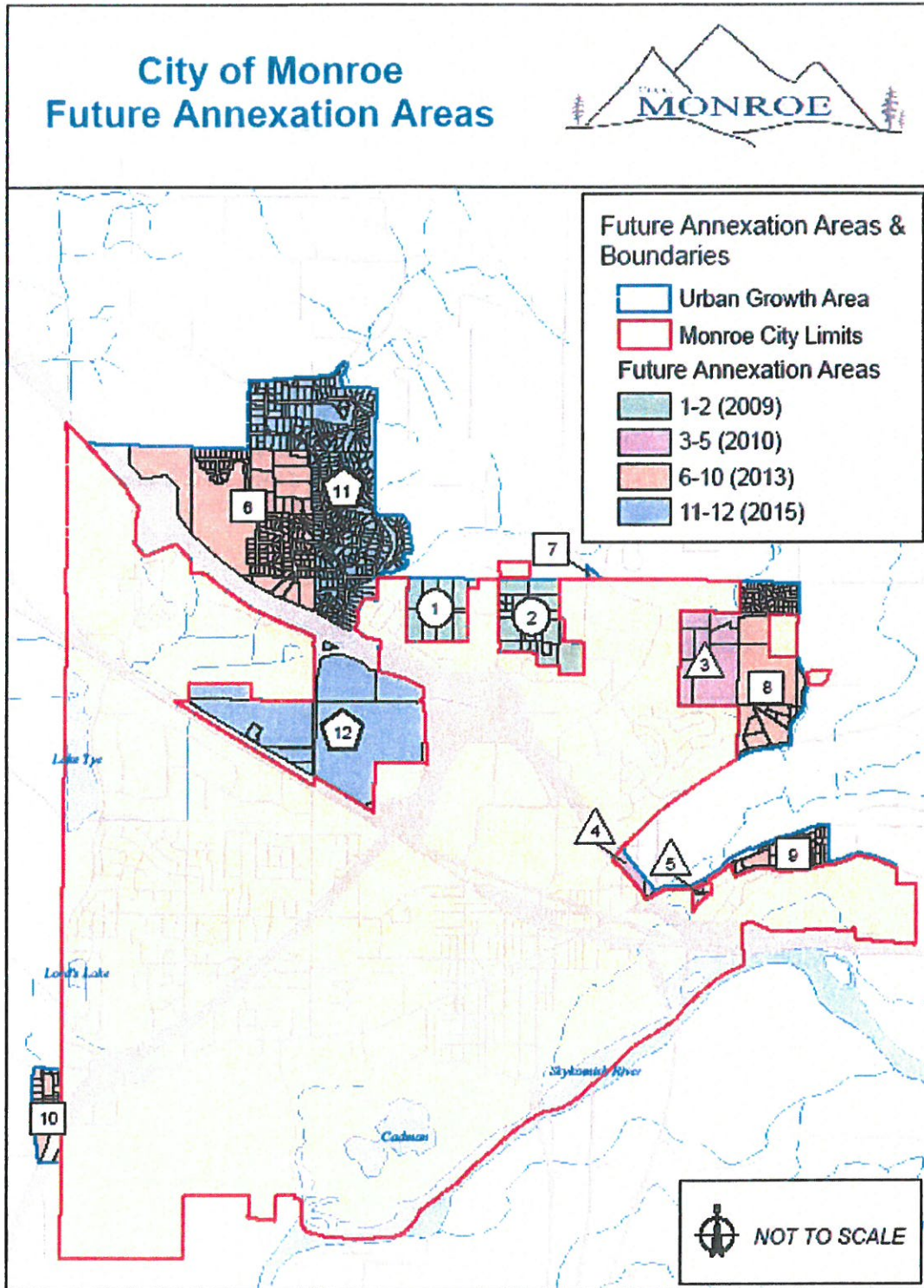
  
Phil Olbrechts, City Attorney

Exhibit A



After Recording Return to:

Assistant Clerk  
Snohomish County Council  
3000 Rockefeller, M/S 609  
Everett, WA 98201

Agencies: Snohomish County and City of Monroe  
Tax Account No.: N/A  
Legal Description: N/A  
Reference No. of Documents Affected: Interlocals Recorded at AF# 200801030552, 200807170547  
Filed with the Auditor pursuant to RCW 39.34.040  
Documents Title:

**ADDENDUM TO THE INTERLOCAL AGREEMENT BETWEEN  
THE CITY OF MONROE AND SNOHOMISH COUNTY CONCERNING  
ANNEXATION AND URBAN DEVELOPMENT WITHIN  
THE MONROE URBAN GROWTH AREA**

**1. PARTIES**

This addendum (Addendum) to the Interlocal Agreement Between the City of Monroe and Snohomish County Concerning Annexation and Urban Development within the Monroe Urban Growth Area (Agreement), recorded under Snohomish County Auditor's File Number 200801030552, is entered into by the City of Monroe (City), a Washington municipal corporation, and Snohomish County (County), a political subdivision of the State of Washington, in accordance with sections 13.1 and 13.3 of the Agreement.

**2. PURPOSE OF THE ADDENDUM**

The purpose of this Addendum is to further define and facilitate an orderly transition of services and responsibility for projects and permitting from the County to the City at the time of annexation of unincorporated areas into the City. This Addendum also serves to incorporate the Snohomish County Tomorrow Annexation Principles into the joint planning process within the Monroe UGA.

**3. SNOHOMISH COUNTY TOMORROW ANNEXATION PRINCIPLES**

3.1 Snohomish County Tomorrow Annexation Principles. The County and the City intend that this Addendum and the Agreement be interpreted in a manner that furthers the objectives articulated in the Snohomish County Tomorrow Annexation Principles, provided that nothing in this Addendum shall be interpreted as compelling either party to make a financial contribution for services or infrastructure that is not otherwise already required by law. For the purpose of this Addendum and the Agreement, the Snohomish County Tomorrow Annexation Principles means that document adopted by the Snohomish County Tomorrow Steering

Committee on February 28, 2007, and supported by the Snohomish County Council in Joint Resolution No. 07-026 passed on September 5, 2007. The Snohomish County Tomorrow Annexation Principles are attached to this Addendum as Exhibit A. As used in this Addendum, the term "Six Year Annexation Plan" means the six-year time schedule which will guide annexation goals, as described in the Snohomish County Tomorrow Annexation Principles.

- 3.2 Establish a framework for future annexations. The City and County intend that this Addendum provide a framework for future annexations within the Monroe Urban Growth Area (UGA); support the implementation of urban development standards within the Monroe UGA prior to annexation; assist in planning for and funding capital facilities in the unincorporated portion of the Monroe UGA; and enable consistent responses to future annexations.
- 3.3 Consistency of annexation. If the Snohomish County Council finds that a proposed annexation within the Monroe UGA is consistent with this Addendum and the Agreement, the current Six Year Annexation Plan for the Monroe UGA and the objectives established in RCW 36.93.180, and that the health, safety and general welfare of Snohomish County citizens is not adversely affected by the annexation, the County will not oppose the proposed annexation and will send a letter to the Boundary Review Board in support of the proposed annexation.
- 3.4 Joint planning provision. The City and County recognize the need for joint planning to establish local and regional facilities that the jurisdictions have planned or anticipate for the area, to identify ways to jointly provide these facilities, and to identify transition of ownership and maintenance responsibilities as annexations occur. This need may result in mutual ongoing planning efforts, joint capital improvement plans, and reciprocal impact mitigation. By way of example only, and not by way of limitation, joint planning issues may include: planning, design, funding right-of-way acquisition, construction, and engineering for road projects; regional transportation plans; infrastructure coordination; watershed management planning; capital construction and related services; parks, recreation, and open space; permit review services; revenue and cost-sharing; adoption of common zoning and development standards; and sub-area planning related to the Six Year Annexation Plan for the Monroe UGA.
- 3.5 Coordinated planning. The City and the County recognize that sub-area planning related to Six Year Annexation Plans and interjurisdictional coordination as outlined in the Snohomish County Tomorrow Annexation Principles facilitate the transition of services from the County to the City in the event of an annexation. Addenda or amendments to existing interlocal agreements or government service agreements, or subsequent agreements on specific topical subjects relating to annexation and service

transition, as described in Subsection 2.4 of the Agreement, will reflect joint planning between the City and the County relative to the City's adopted Six Year Annexation Plan and the Snohomish County Tomorrow Annexation Principles.

- 3.6 Joint review of permit applications. The City and County recognize that it is in the best interest of both jurisdictions to engage in the shared review of County permit applications within areas anticipated for annexation in Six Year Annexation Plans. The City and County may agree to consider a subsequent addendum relating to shared permit review.

#### **4. LAND USE AND ZONING**

- 4.1 City land use designations in the unincorporated Monroe UGA. The City, based on its vision and goals, will consider the re-designation of a portion of the unincorporated Monroe UGA to a land use designation matching or exceeding the residential density provided under the County's designation. Specifically, the City will consider re-designation of the unincorporated Monroe UGA west and southwest of the Robinhood development (excluding the Washington State Department of Transportation right-of-way), to a designation that will support between 5-7 dwelling units per acre. Such re-designation may be accomplished through an amendment of the City of Monroe Comprehensive Plan map, or as part of concurrent action with annexation. The City and County will continue to work together to reach agreement on land use designations within the unincorporated Monroe UGA to ensure consistency with the City's Comprehensive Plan, Water System Plan and Sewer System Plan.

- 4.2 Monroe UGA expansion. The City has stated an interest to expand the unincorporated Monroe UGA to include the area known as "the Southwest Joint Study Area" to support greater industrial capacity. The Southwest Joint Study Area is located west of the City and unincorporated Monroe UGA. The City is considering pursuing an expansion of the UGA in this area through the Snohomish County docketing process in a manner consistent with Countywide Planning Policies and Chapter 30.74 of the Snohomish County Code. The City expressed interests in the following future land uses: industrial, commercial, and moderate urban residential development within this area. Nothing in this Addendum shall be interpreted as an agreement by the County to approve or adopt any such Monroe UGA expansion proposed by the City.

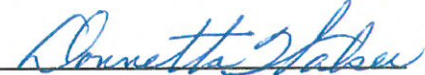
#### **5. EXECUTION OF THE ADDENDUM**

Upon execution, this Addendum shall become a part of the Agreement and subject to all applicable terms and provisions of the Agreement.

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

CITY OF MONROE

SNOHOMISH COUNTY

By   
Donnetta Walser, Mayor

By \_\_\_\_\_  
Aaron G. Reardon, County Executive

Date 7/21/09

Date \_\_\_\_\_

ATTEST:

ATTEST:

  
Eadye Martinson, Deputy City Clerk

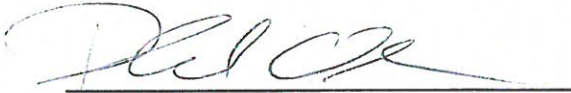
\_\_\_\_\_  
Kathryn Bratcher  
Clerk of the County Council

Approved as to form:

Approved as to form:

Office of the City Attorney

Snohomish County Prosecuting  
Attorney

  
Phil Olbrechts  
Attorney for the City of Monroe

\_\_\_\_\_  
Laura C. Kisielius  
Deputy Prosecuting Attorney for  
Snohomish County

## EXHIBIT A – SNOHOMISH COUNTY TOMORROW ANNEXATION PRINCIPLES

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

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

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

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



Upon completion of sub-area planning, if densities cannot be reconciled, then the issue would be directed to SCT for review and possible re-assignment to alternate sites within the UGA.

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

4. The City and the County will evaluate the financial and service impacts of an annexation to both entities, and will collaborate to resolve inequities between revenues and service provision. The City and County will negotiate on strategies to ensure that revenues and service requirements are balanced for both the City and the County. These revenue sharing and/or service provision strategies shall be determined by individual ILAs to address service operations and capital implementation strategies.
5. The County and the host city will negotiate with other special taxing districts on annexation related issues. Strategies for accomplishing these negotiations will be agreed to by the County and host city, and reflected in the host city's annexation report. (See preceding Principle #2.)
6. To implement the goals of the Annexation Principles regarding revenue sharing, service provision, and permit review transitions, the County and the cities will consider a variety of strategies and tools in developing Interlocal Agreements, including:
  - Inter-jurisdictional transfers of revenue, such as property taxes, Real Estate Excise Taxes (REET), storm drainage fees, sales tax on construction, and retail sales tax. Dedicated accounts may be opened for the deposit of funds by mutual agreement by the County and City;
  - Service provision agreements, such as contracting for service and/or phasing the transition of service from the County to the City;
  - Identifying priority infrastructure improvement areas to facilitate annexation of areas identified in Six-Year Annexation Plans.



**Snohomish County**

---

**Planning and Development Services**

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

**MEMORANDUM**

TO: Councilmember Stephanie Wright, Council Chair  
Councilmember Megan Dunn, Council Vice-Chair  
Councilmember Nate Nehring, District 1  
Councilmember Jared Mead, District 4  
Councilmember Sam Low, District 5

**Dave Somers**  
*County Executive*

VIA: Michael McCrary, Director  
Planning and Development Services

FROM: Eileen Canola, Senior Planner

SUBJECT: City of Monroe Proposed Woodlands US 2 Bypass Annexation – BRB File No. 06-2021

DATE: September 30, 2021

---

**INTRODUCTION**

The purpose of this staff report is to provide the County Council with a review and recommendation for the City of Monroe (City) proposed Woodlands US 2 Bypass Annexation of approximately 178 acres and as required by section 2.77.040 of the Snohomish County Code (SCC). The City submitted a notice of intention (NOI) to the Snohomish County Boundary Review Board (BRB) – File No. BRB 06-2021 (Attachment A to Motion), for which the 45-day review period ends on October 18, 2021. The BRB, consistent with its annexation review procedures outlined in Chapter 2.77 SCC, distributed the NOIs to County departments including Planning and Development Services (PDS). Per SCC 2.77.040(4) within this 45-day review period, the County Council must determine whether to invoke BRB jurisdiction (“file a request for review”).

If BRB jurisdiction is invoked during the 45-day review, by the County or another party, the BRB may hold public hearings and approve, deny, or modify the proposed annexation. BRB decisions must be consistent with Growth Management Act (GMA) provisions including the planning goals and framework for urban growth areas (UGAs) and countywide planning policies (CPPs). State law also defines objectives (RCW 36.93.180) for board review and provides factors (RCW 36.93.170) for board consideration in making its decision. If BRB jurisdiction is not invoked, the annexation would be deemed approved. If the annexation is approved by the BRB either following a public hearing or because no party invokes BRB jurisdiction, the annexation would need to be finalized by City ordinance setting the effective date. The authority of the County Council for reviewing annexations is set forth in Revised Code of Washington (RCW) 36.93.100 and SCC 2.77.040.

The recommendation to the County Council from PDS is to not oppose the annexation and to not invoke the jurisdiction of the BRB. The annexation proposal is generally consistent with the GMA, Countywide Planning Policies, County's comprehensive plan, and the BRB review criteria. An issue was raised by the County's Department of Public Works (DPW) regarding the east boundary (near 175<sup>th</sup> Dr SE) of the annexation area (see maps Exhibits A and B), which as proposed, would create islands of County roads that would be difficult for the County to perform maintenance. However, City and County staff have found a resolution to this issue that is consistent with subsection 8.2 of the existing Master Annexation Interlocal Agreement (MAILA): The City has agreed to perform maintenance on those affected portions of County roads, which will be memorialized in an agreement to be initiated by the City 30 days after the Woodlands US 2 Bypass Annexation is finalized.

## **REVIEW**

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

### **1. Annexation Method**

The proposed Woodlands US 2 Bypass Annexation is pursuing the 60 percent petition method of annexation per RCW 35A.14.120 for which the process is detailed in the Notice of Intention (NOI) - BRB File No. 06-2021 including the City's Resolution 018-2020 accepting the 10 percent petition from property owners, requiring assumption of indebtedness, and authorizing collection of signatures representing 60 percent.

### **2. Comments Received**

The Notice of Intention for the proposed Woodlands US 2 Bypass Annexation was circulated to county departments and agencies. Several County departments including the Department of Public Works (DPW) and the Department of Conservation and Natural Resources (DCNR) provided input as part of the ILA. These and other comments have been incorporated into this staff report along with the Planning and Development Services (PDS) review under the relevant sections.

### **3. Locations/Acreage/Total Assessed Value / Residences**

The annexation proposal area is generally located west of 175th Ave SE and immediately north of the future US 2 right-of-way, has an area of approximately 178.19 acres and is located immediately north of the Monroe city limits in unincorporated Snohomish County, but within the Monroe Urban Growth Area. The estimated total assessed valuation of the area proposed for annexation is \$26,846,250, with 107 residences.

### **4. Consistency of the proposal with growth management act planning goals, urban growth area designations, countywide planning policies, and the county's comprehensive plan**

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

- a. **GMA planning goals (RCW 36.70A.020):** The Woodlands US 2 Bypass Annexation, as proposed in the Notice of Intention (NOI) File No. BRB. 06-2021, is consistent with GMA planning goal (1) Urban growth. This goal states, “Encourage development in urban areas where adequate public facilities and services exist or can be provided in an efficient manner.” The entirety of the area proposed for annexation is within the Monroe urban growth area. Based on information provided in the NOI, the proposed annexation area is currently on private septic, Roosevelt Water Association is the water provider, Snohomish County provides road maintenance service and Washington Department of Transportation has jurisdiction over US 2, fire protection service is provided by Snohomish County Fire District 7, and the Snohomish County Sheriff is the provider for law enforcement. Upon annexation, the City would be the service provider for sewer, water road maintenance (except for US 2), and law enforcement. The services provided to the proposed annexation area upon annexation are consistent with the planning goals of the GMA and with RCW 36.70A.110(4) (4) “In general, cities are the units of local government most appropriate to provide urban governmental services. In general, it is not appropriate that urban governmental services be extended to or expanded in rural areas except in those limited circumstances shown to be necessary to protect basic public health and safety and the environment and when such services are financially supportable at rural densities and do not permit urban development.”
- b. **UGA designations:** According to the NOI (BRB File No. 06-2021) submitted for the Woodlands US 2 Annexation, the proposed designations and zoning for the annexation area support an urban level of density and development. The existing County’s Future Land Use Map (FLUM) designations for the proposed annexation area is Urban Low Density Residential (ULDR) with R-7,200 zoning. City zoning when annexed would be Single-Family Residential - 7 Dwellings Per Acre (R7) and the Comprehensive Plan map designation would be Medium Density SFR.
- c. **Countywide Planning Policies (CPPs):** The CPP version that was last updated in 2016 was used for this staff report. The proposed Woodlands US 2 Bypass Annexation, in BRB File No. 06-2021, is consistent with the Snohomish County Countywide Planning Policies (CPPs) JP-1 and JP-3, which reference the Interlocal Cooperation Act (chapter 39.34 RCW) to facilitate annexation procedures in the county.

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

CPP JP-3: “In the event of a proposed annexation of unincorporated lands in Snohomish County by a city or special district with no incorporated or district territory currently located in Snohomish County, an interlocal agreement between

Snohomish County and any jurisdiction determined necessary by the County shall be in place, consistent with CPP JP-1 and Appendix F. This agreement shall be in effect before the city or district submits a Notice of Intent to Annex to the State Boundary Review Board (BRB) of Snohomish County or, if not subject to BRB review, prior to approval of the annexation to the city or special district.”

The City of Monroe and the County maintain a Master Annexation Interlocal Agreement (MAILA) that applies to all annexations after that date. Under the MAILA agreement, as stated in Section 2.3, annexations may only occur in the Monroe UGA and the entirety of the proposed annexation area is contained within the Monroe UGA. The MAILA between Snohomish County and the City is guiding the transfer of services and jurisdiction from the county to the City including, permits and applications in progress, violations and code enforcement cases, surface water management services, and road maintenance. An issue was raised by the County’s Department of Public Works (DPW) regarding the east boundary (near 175th Dr. SE) of the annexation area, which as proposed, would create islands of County roads that would be difficult for the County to perform maintenance. However, City and County staff have found a resolution to this issue that is consistent with subsection 8.2 , “Road Maintenance” of the existing Master Annexation Interlocal Agreement (MAILA) that provides for the City and County to seek agreements for maintenance of discontinuous road segments created by annexation.

The County has generated a report of the pending permits, violations, and code enforcement cases withing the proposed annexation area and has shared this information with City staff.

**Snohomish County Comprehensive Plan:** The Woodlands US 2 Bypass Annexation, as proposed in BRB File No. 06-2021, is consistent with the following Interjurisdictional Coordination (IC) policies of the General Policy Plan (GPP) as the City and county have an existing Master Annexation Interlocal Agreement (MAILA) in effect that speaks to the orderly transfer of facilities, services, and that ensures that a minimum urban residential density will be maintained.

It is noted that even though the City and County have a MAILA in effect, the MAILA does not include the specific requirement of GPP Policy LU 2.A.1 regarding maintaining a minimum net density of 4 dwelling units per acre. Therefore, the annexation proposal does not meet GPP Policy LU 2.A.2. However, Section 3.1 of the MAILA does include a requirement for the City to, “...adopt and maintain land use designations and zones for the annexation areas that will accommodate within its jurisdiction, at a minimum, the population and employment allocation assigned by the County under GMA for the subject area...” Consistent with the existing MAILA and pre-zoning regulation adopted under City Ordinance No. 018/2019, the City is proposing a zoning of Single-Family Residential – 7 Dwellings Per Acre (R7) for the Woodlands US 2 Bypass Annexation area. The City staff report in the NOI (BRB File No. 06-2021) contains dated information; it indicates that there is development potential of 517 lots. However, since that staff report was drafted, the annexation area has been built out, meaning that the need to maintain a minimum net density for development for the annexation area is not as relevant.

- Interjurisdictional Coordination (IC) Policy 1.B.1, “The county shall work with cities in planning for orderly transfer of service responsibilities in anticipation of potential or planned annexations or incorporations within UGAs.”
- IC Policy 1.B.3, “The county shall seek interlocal agreements with the cities to establish a process for transferring authority over pending projects, permits, and records and establishes reciprocal impact mitigation for transportation, parks, and schools prior to potential or planned annexations or incorporations.”
- IC Policy 1.B.4, “The county shall not support any proposed annexation of unincorporated lands in Snohomish County by a city or special district situated predominantly outside of Snohomish County unless and until an annexation agreement has been signed by the county and said district or city. Such agreement shall address and substantially resolve issues of land use, applicable development regulations, permit processing, public services delivery, facilities financing, transportation planning, concurrency management, solid waste management, and any other similar jurisdictional issues identified by the county. Such agreement should be approved prior to city acceptance of an annexation petition.”
- LU Policy 2.A.1, “Maintain development regulations that will require that new residential subdivisions achieve a minimum net density of 4 dwelling units per acre in all unincorporated UGAs, except (1) in the UGAs of Darrington, Index, and Gold Bar as long as those cities do not have sanitary sewer systems and (2) in areas without sanitary sewers which the sewer purveyor with jurisdiction, or in nearest reasonable servicing proximity will certify are either an unsewered urban enclave or are not capable of being connected to public sewers via annexation within the next six years or by the improvements provided pursuant to its adopted six year capital facilities plan, (3) where regulations for development on steep slopes require reduced lot or dwelling unit yields, or (4) where a lower density is necessary because of the existence of critical areas that are large in scope, with a high rank order value, and are complex in structure and function. Lot size averaging, planned residential developments, sewerage regulations and other techniques may be used to maintain minimum density or to insure later development at minimum densities is not inhibited when sanitary sewers become available.”
- LU Policy 2.A.2, “The county shall not support any proposed annexation by a city unless and until an annexation agreement has been signed by the county and said city ensuring the continued implementation of Policy LU 2.A.1 for the area to be annexed.

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

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

Factor 1. Population and territory; population density; land area and land uses; comprehensive plans and zoning, as adopted under chapter 35.63, 35A.63, or 36.70 RCW;

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

a. **Population and territory; population density; land area and land uses; assessed valuation.** The annexation proposal area is generally located west of 175<sup>th</sup> Ave SE and immediately north of the future US 2 right-of-way, has an area of approximately 178.19 acres and is located immediately north of the Monroe city limits in unincorporated Snohomish County, but within the Monroe Urban Growth Area. The estimated total assessed valuation of the area proposed for annexation is \$26,846,250, with 107 residences.

b. **Comprehensive plans and zoning:** The existing County's Future Land Use Map (FLUM) designations for the proposed annexation area is Urban Low Density Residential (ULDR) with R-7,200 zoning. City zoning when annexed would be Single-Family Residential - 7 Dwellings Per Acre (R7) and the Comprehensive Plan map designation would be Medium Density SFR. As noted in number four of this staff report, the annexation proposal is consistent with the County's comprehensive plan. The proposal is consistent with the City's comprehensive plan, and, its *adopted Six-Year Annexation Strategy to annex areas into the city that are planned for urban level growth*.

c. **Applicable service agreements:** The City and county have existing service agreements related to surface water management, law enforcement, and emergency management. Mutual aid agreements will continue post annexation. The County's Surface Water (SWM) division of the Department of Conservation and Natural Resources (DCNR) had the following comments related to its service agreements with the City:

There is an existing 2008 Master Annexation Interlocal Agreement (MAILA) with the City of Monroe<sup>8</sup>

- MAILA Section 9.1 concerns legal control and maintenance responsibilities for surface water drainage improvements or facilities. There are no known County surface water facilities. There are 3 private stormwater facilities. two in the Roosevelt Ridge subdivision, and one in Monroe Woodlands subdivision, over which the County has been granted easements, and these facilities have drainage facility maintenance covenants. The Monroe Woodlands stormwater facility drains to the County MS4 but was not indicated as off bond (9/15/21). Per Section 9.1 of the MAILA, any County surface water assets or easements, known or unknown, need to be transferred to the City upon annexation.

- In Section 9.2 of the MAILA, references to Watershed Management Area and Clean Water District are now obsolete and should refer to Surface Water Management Utility District per SCC 25.10.275, which has replaced Watershed Management areas and the Stillaguamish Clean Water District, under Amended Ord. 17-020, July 5, 2017, effective date July 21, 2017. MAILA Section 9.2 concerns surface water management services in the proposed annexation area, to be provided through the calendar year in which the annexation becomes effective. These services will be of the same general level and quality of those provided to other property owners subject to service charges in the County. The City should be aware, that upon the effective date of annexation, the City becomes solely responsible for ensuring the requirements of the City's NPDES Permit are met with respect to the annexation area. Any surface water management services the County continues to provide in the annexation area will not be designed or intended to ensure compliance with the City's Phase II NPDES Permit.

**d. Applicable interlocal annexation agreements:** The City and county have a Master Annexation Interlocal Agreement (MAILA) in effect since 2007 that provides for the orderly transition of services and facilities, and addresses processing and transition of any active permit applications and permit violations.

**e. Likelihood of growth in the area and adjacent incorporated and unincorporated areas during the next ten years.** The area proposed for annexation is pretty much built out. The area to the east that remains unincorporated is also fairly built out and consists of the Robin Hood community.

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

- a. **Municipal services:** The City of Monroe is a provider of urban municipal services as identified under chapter 36.70A RCW. Upon annexation, the City will assume jurisdiction for the annexation area and provide road maintenance, surface water management services, law enforcement, and will provide water service (currently served by Roosevelt Water Association). According to the City staff report in the NOI, the area proposed for annexation is currently on a private septic system, and any future development will be required to extend to sewer, where the City will be the sewer provider.

**Present cost and adequacy of governmental services and controls in the area:** The City included a fiscal analysis for the proposed annexation area in its staff report contained in the NOI. The fiscal analysis noted that upon annexation, the City would have expenditures related to law enforcement, utilities, road maintenance, and general government services; however, the City would experience increased revenue from property tax, stormwater fees, and utility fees. The County's SWM division of DCNR



commented that proposed annexation would slightly reduce SWM service area and would have minimal impact on programs. Program service area and functions would adjust to the annexation.

- b. **Effect of finances:** The fiscal analysis conducted by the City noted that upon annexation, the City would have expenditures related to law enforcement, utilities, road maintenance, and general government services; however, the City would experience increased revenue from property tax, stormwater fees, and utility fees. The annexation will have minimal impact to county revenue sources including sales tax, real estate excise tax, and permit fees. The annexation is expected to have minimal impact to county expenses as indicated by the following county departments:
  1. The County's SWM division of DCNR commented that minor revenue impact is anticipated.

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

The City indicated that mutual aid agreements between the City and county will continue post annexation.

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

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

**Objective 1. Preservation of natural neighborhoods and communities.**

The area proposed for annexation is pretty much built giving rise to new communities. The area to the east remains unincorporated and is also pretty much built out and has an established community.

The annexation would further this objective.

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

The boundaries for the proposed annexation include jurisdictional and physical boundaries, including north UGA boundary, 175<sup>th</sup> Ave SE, and future US 2 bypass right-of-way.

The proposed annexation furthers this objective.

**Objective 3. Creation and preservation of logical service areas.**

The City is the service provider for most utilities. Utilities are readily available in proximity to the annexation area.

The annexation as proposed furthers this objective.

**Objective 4. Prevention of abnormally irregular boundaries.**

The proposed annexation boundaries do not create abnormal or irregular boundaries. The annexation is bound by future US 2 bypass right-of-way to the west, and predominately by 175<sup>th</sup> Dr SE to the east. There are a few parcels whose owners did not want to be included in the annexation proposal, and therefore are not bound by 175<sup>th</sup> Dr SE. The City and County have come to agreement that the City would provide road maintenance service to this small area.

The annexation as proposed furthers this objective.

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

This objective does not apply to the proposed annexation.

**Objective 6. Dissolution of inactive special purpose districts.**

This objective does not apply to the proposed annexation.

**Objective 7. Adjustment of impractical boundaries.**

The annexation, as proposed in the NOI, provides practical boundaries.

The annexation does further this objective.

**Objective 8. Annexation to cities or towns of unincorporated areas, which are urban in character.**

The Woodlands US 2 Bypass Annexation, as proposed in File No. 06-2021, promotes urban level of density and development. The existing County's Future Land Use Map (FLUM) designations for the proposed annexation area is Urban Low Density Residential (ULDR) with R-7,200 zoning. City zoning when annexed would be Single-Family Residential - 7 Dwellings Per Acre (R7) and the Comprehensive Plan map designation would be Medium Density SFR. The area proposed for annexation is pretty much built out.

As proposed, the annexation does further Objective 8.

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

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

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

County departments were provided the opportunity to comment on this annexation proposal. The following comments were received from County departments:

- a. The SWM division of DCNR stated that there are no SWM projects at this location. No future projects are planned.
- b. The Special Projects Division of DPW stated it had no comment on the proposal.

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

County departments were provided the opportunity to provide comments on the proposed annexation. The following comments were received from county departments:

- a. The Surface Water Management (SWM) division of DCNR commented that the proposed annexation would slightly reduce SWM service area and would have minimal impact on programs. Program service area and functions would adjust to the annexation.
- b. The Transportation and Environmental Services division of DPW initially expressed concern over the annexation boundary, that it would create an island for County road maintenance; however, the City and County have resolved this issue. The City has agreed to perform road maintenance for this small area within County jurisdiction and will pursue a separate agreement with the County to memorialize this road maintenance issue within 30 days after the annexation effective date for the Woodlands US 2 Bypass Annexation.

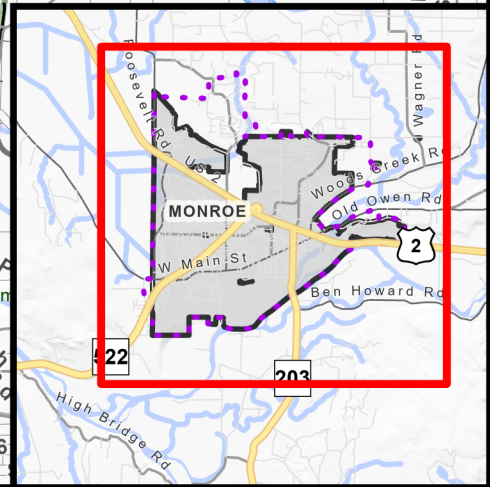
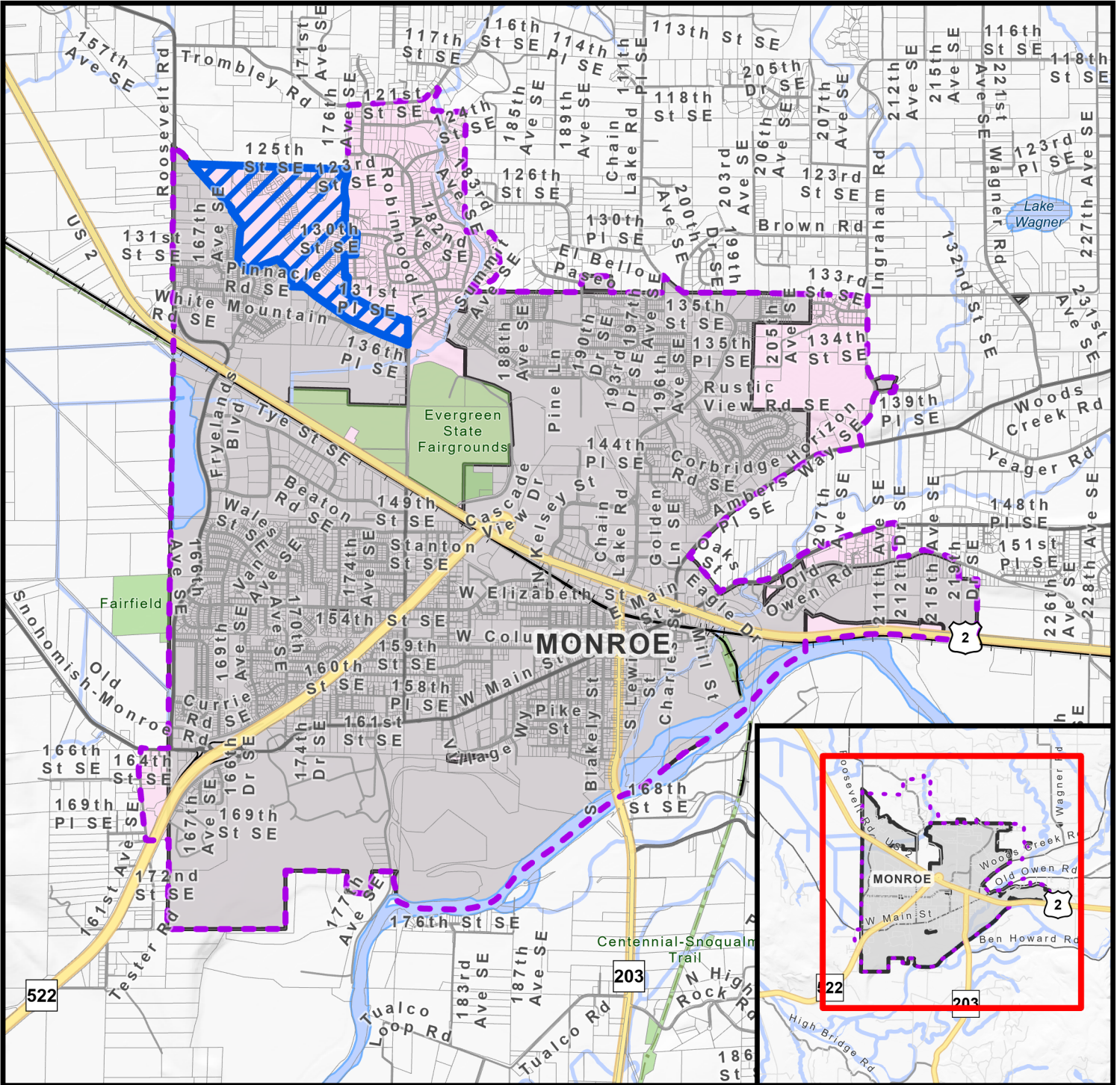
## STAFF RECOMMENDATION








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

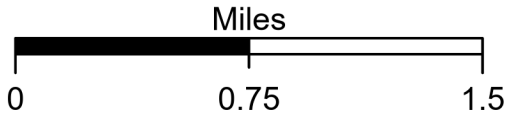
This conclusion has been reached by comprehensively reviewing the annexation against the applicable BRB factors and objectives, County codes, and other applicable statutes and determining that the relevant factors and objectives that the BRB must consider would be advanced by the annexation.

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

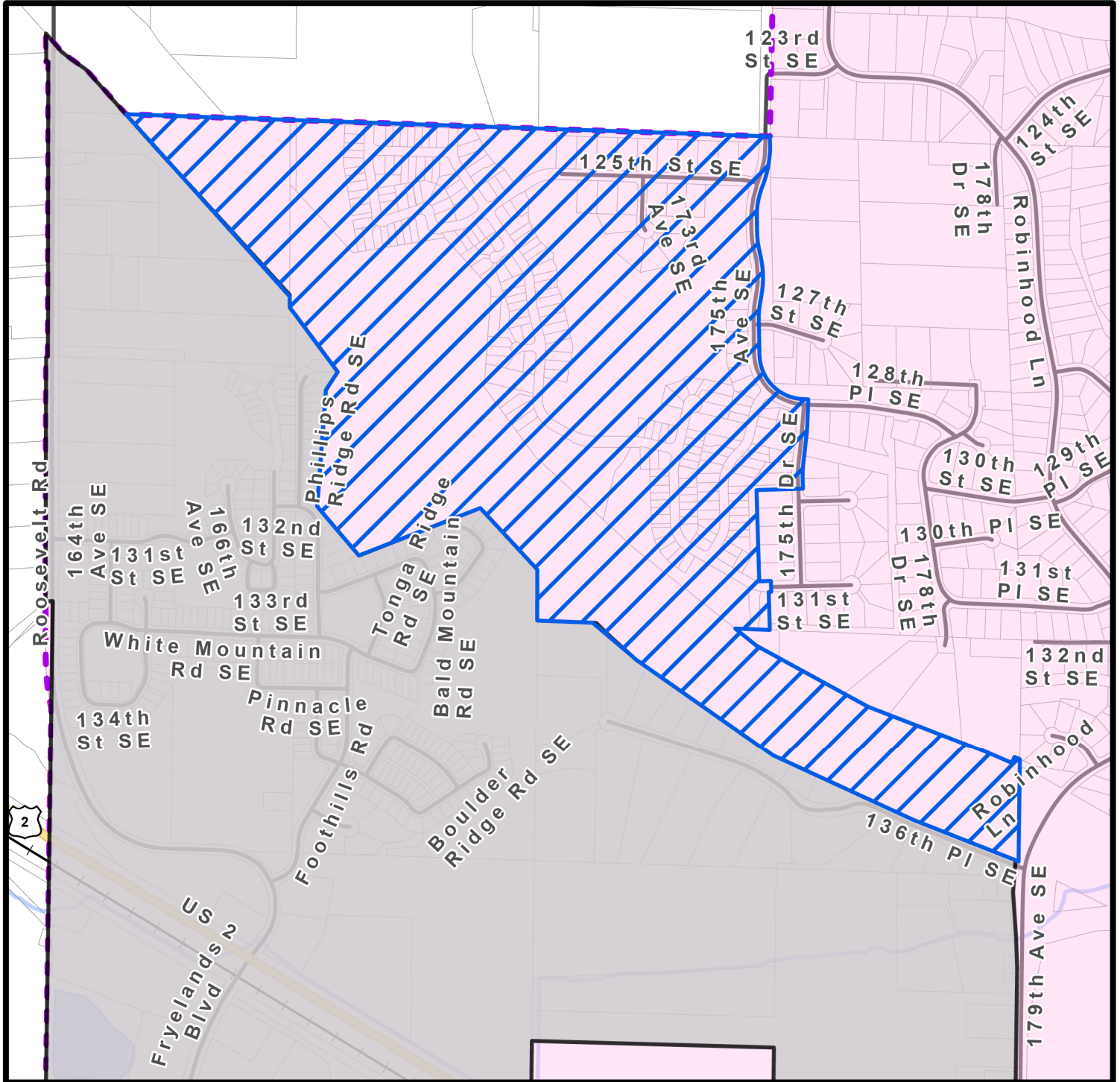
cc: Ken Klein, Executive Director  
Mike McCrary, Director, PDS  
Tom Teigen, Director, DCNR  
Kelly Snyder, Director, DPW  
Ryan Countryman, Council Legislative Analyst



-  City of Monroe Woodlands Annexation
-  Uninc. Urban Growth Area
-  City Boundary
-  Parcels
-  County Parks
-  Major Roads
-  Streets



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.



	City of Monroe Woodlands Annexation
	Uninc. Urban Growth Area
	City Boundary
	Assessor Parcel Boundary
	Major Roads
	Streets

Miles

0 0.5

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.