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SNOHOMISH COUNTY COUNCIL  
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PORTIONS OF THIS  
DOCUMENT ARE POOR  
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Document Title(s)

- 1 Interlocal Agreement
- 2 between City of Marysville + Snch Co
- 3 Annexation + Urban Development
- 4

Grantor(s)

- 1 Snohomish County
- 2
- 3
- 4

Additional names on page \_\_\_\_\_ of document

Grantee(s)

- 1 City of Marysville
- 2
- 3
- 4

Additional names on page \_\_\_\_\_ of document

Legal description (abbreviated i.e. lot, block, plat OR-section, township, range, qtr /qtr )

n/a

Additional legal is on page \_\_\_\_\_ of document

Reference Number(s) (Auditor File Numbers) of Documents assigned or released

n/a

Additional numbers on page \_\_\_\_\_ of document

Assessor's Property Tax Parcel/Account Number

n/a

Property Tax Parcel ID is not yet assigned

Additional parcel numbers on page \_\_\_\_\_ of document

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information.

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

**1 PARTIES**

This Interlocal Agreement (hereinafter "AGREEMENT") is entered into pursuant to Chapter 36 70A RCW (the Growth Management Act), Chapter 36 115 RCW (the Governmental Services Act), and Chapter 39 34 RCW (the Interlocal Cooperation Act) by the City of Marysville, a Washington municipal corporation (hereinafter "CITY") and Snohomish County, a political subdivision of the State of Washington (hereinafter "COUNTY")

**2 PURPOSE AND RECITALS**

2 1 As required by the Growth Management Act (GMA), the COUNTY Council has adopted an Urban Growth Area for Marysville (hereinafter "MUGA") that identifies areas within unincorporated COUNTY which the CITY may annex in the future (see Exhibit 1 )

2 2 GMA encourages cities with urban services to annex unincorporated urban areas within a county

2 3 Annexations proposed by the CITY are pursued in accordance with RCW 35A 14 and intended to be consistent with RCW 36 93 157 and RCW 36 93 180

2 4 The CITY and COUNTY recognize the need to facilitate an orderly transition of services and capital projects from the COUNTY to the CITY at the time of annexation

2 5 The CITY and COUNTY recognize that mutual coordination of land use densities and designations is necessary to reduce urban sprawl, support urban infrastructure and protect rural areas within the COUNTY

2 6 The CITY and COUNTY recognize that annexations can have extra-jurisdictional impacts and that intergovernmental cooperation is an effective way to deal with impacts and opportunities that transcend jurisdictional boundaries

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2.7 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 regulations that effect improvements in both jurisdictions

2.8 The CITY and COUNTY wish to establish a generalized, framework interlocal agreement to implement urban development standards within the Urban Growth Area prior to annexation, for the planning and funding of capital facilities in the unincorporated portion of urban growth areas, and to enable consistent responses to future annexations.

2.9 The CITY and COUNTY share a commitment to ensure that infrastructure will be in place within the urban growth area to serve new development as it is ready for occupancy and use without decreasing service levels below locally established minimum standards and which is within funding capacities of the City and County, and

2.10 The CITY and COUNTY agree that RCW 36.70A 110 provides a process for designating urban growth boundaries that begins with each county consulting with the city on its respective urban growth area, in recognition of the role that cities serve in providing public facilities and services for urban growth.

2.11 The CITY and COUNTY also recognize that this framework agreement will include general statements of principle and policy for additional agreements on specific topical subjects relating to annexation and service transition, including, but not limited to streets, surface water, parks and open space

#### APPLICABILITY, ADDENDA AND AMENDMENTS

3.1 Applicability. This agreement shall apply to all annexations for which the CITY files a Notice of Intent (NOI) to the Boundary Review Board (BRB) after the effective date of this agreement

3.2 Addendum for annexation. An addendum to this agreement shall be prepared for each annexation if necessary to address parks, transportation surface water management, facilities, or other issues. The CITY and COUNTY will negotiate the addendum during the forty-five day review period following the date the BRB accepts the CITY'S NOL for the annexation. If the CITY and COUNTY are unable to reach agreement during this period, the COUNTY may request that the BRB invoke jurisdiction and hold a public hearing on the proposed annexation. Even if the COUNTY requested the BRB invoke jurisdiction, the CITY and COUNTY, may by mutual agreement, continue to negotiate an annexation addendum to this agreement. The addendum will become effective on the effective date of the CITY ordinance approving the annexation

3.3 Amendments. The CITY and COUNTY recognize that amendments to this agreement other than those described in section 3.2 above may be necessary to clarify particular sections or to update and expand the agreement. These amendments may be pursued as necessary by both parties

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3.4 Process for addending or amending this agreement. An addendum or amendment must be mutually agreed by the parties and executed in writing before becoming effective. Any addendum or amendment to the agreement shall be executed in the same manner as provided by law for the execution of the agreement.

#### 4. LAND USE

4.1 Comprehensive Plan and Urban density requirements. The CITY's GMA Comprehensive Plan establishes land use designations within the MUGA, including unincorporated areas of the MUGA. These designations provide residents and the COUNTY notice of the CITY's intentions with respect to land uses for the area and requires a minimum residential density of four (4) dwelling units per net acre in the MUGA. The COUNTY will continue to work with the CITY to reconcile land use designations within the unincorporated MUGA to ensure consistency with the CITY's Comprehensive Plan, Comprehensive Water Plan and Comprehensive Sewer Plan and Rural Utility Service Area (RUSA) Plan.

4.2 Pre-zoning. The City agrees to pre-zone a proposed annexation area at the time it accepts the sixty-percent petition to annex, by any method authorized by RCW Chapter 35A.14. The CITY will provide adequate notice of the zoning hearings to affected property owners and the COUNTY.

4.3 City urban design and development standards. All County development applications subject to SEPA within the MUGA will be reviewed under the terms of the Interlocal Agreement Between Snohomish County and the City of Marysville on Reciprocal Mitigation of Transportation Impacts, the provisions of SEPA, and any other interlocal agreements relating to interjurisdictional coordination. Any County development within the MUGA may also be required to provide improvements, dedicate or deed right-of-way, and meet road standards consistent with minimum unincorporated UGA infrastructure standards identified in Exhibit 2, when adopted by the COUNTY. When the development is contingent upon extension of sewer or water services provided by the CITY, the COUNTY agrees to impose conditions negotiated between the developer and the CITY as a condition of a sewer and water contract between the property owner or developer and 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 which the COUNTY would impose under COUNTY codes if the applicant agrees in writing or in the utility service agreement.

4.4 Urban Growth Area. The COUNTY agrees to consult with the CITY on any proposals to amend the MUGA, which are contingent upon service provision by the CITY and which will ultimately be within the CITY. The COUNTY agrees to work cooperatively with the CITY to establish a priority system for evaluating UGA amendment requests within the MUGA and which are consistent with buildable lands requirements of the Growth Management Act (RCW 36.70A.215) and the monitoring guidelines established by Snohomish County Tomorrow as adopted by the COUNTY in its General Policy Plan. The priority system will be based on availability of public facilities and services within the existing UGA.

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4.5 Endangered Species Act compliance The COUNTY and CITY agree to work towards one or more interlocal agreements to achieve recovery of any federally listed threatened or endangered species. These agreements may include, but are not limited to, land use planning, development regulations, code enforcement, capital projects, public involvement and education, facilities operations and maintenance and scientific inventory and monitoring.

## 5 TRANSFER OF PERMITS IN PROCESS BY THE COUNTY

5.1 County will process permits within four months of annexation. The COUNTY agrees to continue processing both building and major development permit applications in an annexed area for which complete applications were filed before the effective date of annexation, as provided below.

5.2 City will adopt County Code. The CITY agrees to adopt the COUNTY'S permitting code by reference. The relevant code is listed as Exhibit 3 to this agreement.

5.3 Building permits issued within four months of annexation. In areas that have been annexed, the COUNTY shall continue to process through completion building permits under COUNTY code and permit requirements for which it received a complete permit application prior to the effective date of the annexation. In addition, the COUNTY shall accept, process, and conduct inspections for any associated permits for which it receives an application through completion. For the purposes of this agreement, "associated permits" means mechanical, plumbing, and sign permits for the building being permitted. For the purposes of this agreement, "completion" means final administrative or quasi-judicial approvals, including final inspection and issuance of an occupancy permit. The COUNTY shall be responsible for defending any administrative, quasi-judicial or judicial appeals of building permits issued by the COUNTY in the annexed area. (Building permits under 5.3) For permit renewals, see Section 5.6.

5.4 Building permit applications not issued within four months after annexation. In areas that have been annexed, the COUNTY shall continue to process permit applications (exclusive of major development permits as defined in Section 5.5) under the COUNTY code and permit application requirements for which it received a complete permit application prior to the effective date of the annexation, for up to four months following the effective date of the annexation. Four (4) months following the effective date of the annexation, permit application processing responsibility will be transferred to the CITY if a permit was not issued. Alternatively, the CITY may also request the COUNTY to transfer pending building permit applications upon receipt of a written request by the permit applicant. 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) which are effective prior to transfer of the permit application. Extension of intermediate approvals following the annexation must be approved by the CITY following consultation with County staff.

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5 5 Major development permits. In areas that have been annexed, the COUNTY shall continue to process to completion any major development permits for which it received a complete permit application prior to the effective date of an annexation. Major development permits are 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. Processing to completion shall be to the end of a review process that was commenced by the county prior to the date of the annexation. The term "review process" is defined as follows for a subdivision: preliminary plat approval, plat construction plan approval, inspection and final plat processing. Final plats shall be transmitted to the CITY for City Council acceptance of dedication of right-of-way or other public easements, if dedication occurs after the effective date of annexation. The COUNTY shall be responsible for defending any administrative, quasi-judicial or judicial appeals of major development permits issued by the COUNTY in the annexed area (Building permits under 5 3)

5 6 Permit renewal or extension. Any request to renew a building permit or to renew or extend a major development permit issued by the COUNTY prior to the effective date of the annexation which is received after the effective date of the annexation shall be made to and administered by the CITY

5 7 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. The COUNTY agrees to make its employees available as witnesses at no cost to the CITY if necessary to prosecute transferred cases

5 8 Enforcement of County conditions. Following the effective date of annexation, the CITY agrees to enforce any conditions imposed by the COUNTY relating to the issuance of a building or major development permit in an area which has been annexed. Any performance or other bonds held by the COUNTY to guarantee performance or completion of work associated with the issuance of a permit shall be transferred to the CITY along with responsibility for enforcement of condition tied to said bonds. The COUNTY agrees to make its employees available to provide assistance in areas involving enforcement of conditions on permits originally processed by County personnel, at no cost to the CITY.

5.9 Quarterly permit report. Fifteen days following the end of each calendar quarter, the COUNTY shall provide the CITY a report listing the file numbers and addresses of all major development permits, code enforcement cases and building permits inside the CITY limits that were pending during the previous quarter

5 10 Proportionate share of application fees. The CITY and COUNTY shall proportionately share the permit application fees for any transferred cases. The COUNTY shall 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 City may also request transfer for permit responsibility upon receipt of a written request by the permit applicant.

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## 6 RECORDS TRANSFER

6.1 Transfer or copying of records The City Clerk or designee, at his or her discretion, shall either take custody of or copy relevant COUNTY records prior to and following annexation. COUNTY records to be transferred or copied will include, but are not limited to, records from The Departments of Public Works and Planning and Development Services, including all permit records and files, inspections reports and approved plans, approved zoning files, code enforcement files, fire inspection records, easements, plats, data bases for land use, drainage, street lights, streets, regulatory and animal license records, and any available data on the location, size and condition of utilities, and other items identified during the transfer process. Transfer of COUNTY records will be subject to an interlocal agreement between the CITY and the COUNTY relating to records retention and standards.

6.2 Costs The CITY will reimburse the COUNTY for the costs of any COUNTY materials necessary for duplication or transfer, including microfilming. The CITY may arrange for off-site duplication of records under appropriate safeguards for the protection of records as approved by the COUNTY.

6.3 Custody and documentation The transfer of any original COUNTY records to the permanent custody of the City Clerk will be fully documented by itemized receipts signed by both the original County custodian of the records and the City Clerk. The CITY agrees to maintain these records as any other CITY records of the same type in accordance with all legal records management requirements.

## 7. ROADS

7.1 Ownership and Maintenance Except for noncontiguous municipal purpose annexations, the CITY will propose annexation of the entire right-of-way of COUNTY roads adjacent to an annexation boundary and will assume full ownership and maintenance responsibility for those roads upon the effective date of annexation.

7.2 Uncommitted proportionate share mitigation payments The COUNTY collects proportionate share mitigation payments (impact fees and road related State Environmental Policy Act (SEPA) capacity mitigation payments) as a condition of land development permit approval pursuant to SCC Title 26B. Proportionate share mitigation payments collected by the COUNTY from developments within an annexation area shall be transferred to the CITY subject to the following criteria:

- a) Transfers shall include payments collected by the COUNTY in accordance with the formula identified below and payment obligations imposed by the COUNTY but not yet paid,
- b) Transfers shall only include payments that have been collected within the four year period prior to the annexation date to ensure compliance with the expenditure time limitations of RCW 82.02.020 and RCW 82.02.070,

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- c) Transfers shall not include payments expended or budgeted by the COUNTY as of the effective date of an annexation, and
- d) Transfers shall occur within ninety (90) days following either the effective date of an annexation or the date of payment receipt, whichever occurs later

The COUNTY shall provide documentation to the CITY of such mitigation funds by defining the time periods and conditions for expenditure of the funds under the requirements of RCW 82.02.020 and RCW 82.02.070, and will assist the CITY in auditing mitigation payment records. The CITY acknowledges that mitigation funds must be spent or refunded in accordance with state law. The CITY shall assume all responsibility and liability for reimbursement of any mitigation amounts transferred to the CITY, with any required interest, if the funds are not expended or encumbered within the time required by law. The amount of such mitigation funds transferred shall be determined at the time of annexation by the following formula:

$$RA = (EC1 \div EC2) \times MP, \text{ where}$$

- RA = The amount of mitigation funds to be transferred to the CITY,
- EC1 = Estimated Costs of Improvements to Annexed Roads in the Impact Fee Cost Basis,
- EC2 = Estimated Costs of Improvements to All Roads in the Impact Fee Cost Basis for Transportation Service Area A, and
- MP = The Total of Uncommitted Capacity Mitigation Payments Collected from developments within the annexation area within Transportation Service Area A within the Past 4 Years

Estimated Costs will be based on amounts contained in the Snohomish County Transportation Needs Report and its technical appendices, as now existing or hereafter amended, which determine the impact fee cost basis for proportionate share mitigation payments made pursuant to COUNTY code

7.3 Reciprocal impact mitigation The CITY and COUNTY agree to mutually enforce each others traffic mitigation ordinances and policies to address multi-jurisdictional impacts under the terms and conditions as provided for in the "Interlocal Agreement Between Snohomish County and the City of Marysville on Reciprocal Mitigation of Transportation Impacts" will be adopted at or near the time of this AGREEMENT

7.4 Recovery of historical capital expenditures The CITY recognizes the potential need to reimburse the COUNTY for the depreciated value of the construction and property acquisition costs of some capital road expenditures made in the five year period preceding the effective date of this agreement on roads annexed into the CITY during the five year period following the effective date of this agreement. These projects and a schedule of potential reimbursements by calendar year are shown in Exhibit 4. After the effective date of this agreement, as a part of the

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process of addendum for each annexation described in section 3 2 above, the CITY and COUNTY will review the projects in Exhibit 4 to determine if any may be included in the proposed annexation area. If so, the CITY and COUNTY will meet to decide what recovery compensation, if any, the CITY will pay to the COUNTY for those projects on the effective date of the annexation. Actual reimbursement amounts shall be negotiated between the CITY and the COUNTY at the time of annexation. The agreement shall be included as part of the annexation related addendum as provided in Section 3 2. Actual reimbursement amounts and appropriate repayment schedules shall be negotiated between the CITY and the COUNTY at the time of annexation. The parties recognize that the potential reimbursement amounts are not mandated by the terms of this agreement and should be considered at the time of a specific annexation along with any other factors relevant to adjustment of a reimbursement amount, if any.

7 5 Consultation on capital expenditures for active and future projects. The COUNTY agrees to consult with the CITY in planning for all new capital road construction projects within the MUGA. The COUNTY and the CITY agree to begin consultation within sixty days of approval of this agreement regarding existing active COUNTY projects. At the time of consultation, the parties will discuss the need for shared responsibilities in implementing a project, including the potential for indebtedness by bonding or loans. Any agreements related to shared responsibilities for road projects within the MUGA shall be by separate interlocal agreement for the specific capital road construction projects.

## 8 SURFACE WATER MANAGEMENT

8 1 Fees. The COUNTY collects fees for unincorporated areas that lie within County designated Watershed Management Areas (WMAs). Watershed management fees are collected at the beginning of each year through real property tax assessments. These fees are to be used within the year in which they were collected. Upon the effective date of an annexation which occurs within a County WMA, the CITY hereby agrees that the COUNTY will continue to apply the fees collected pursuant to Chapter 25 20 SCC in providing watershed management services and programmed improvements and maintenance through the end of the year in which an annexation became effective. These services shall be the same as those provided to other fee payers in the County, including drainage complaint response.

8 2 Maintenance and Ownership responsibilities. If an annexed area includes drainage improvements or facilities the COUNTY currently owns or maintains, the CITY and COUNTY shall agree to the disposition of maintenance and ownership responsibilities by the end of the year in which the annexation becomes effective. Exhibit 5 lists those facilities identified at this time. The responsibilities resulting from such discussions shall be included as part of an annexation-related addendum as provided in section 3 2 of this agreement.

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If the COUNTY's current Annual Construction Program includes major drainage improvements in the area to be annexed, the CITY and COUNTY shall agree how funding, construction, and subsequent operational responsibilities will be assigned for these improvements, taking into account the total WMA and source of funds, and historical improvement expenditures within the WMA and area to be annexed

8.3 Improvement responsibilities The revenues for any surface water management activity which were collected by the COUNTY from within the territory to be annexed to the CITY shall be completely expended as part of any surface water management activity for which the revenues were designated in that year

8.4 Local and Regional Services. The CITY and COUNTY recognize that watershed management planning is ongoing and that all needed surface water improvements and solutions have not been identified. The CITY and COUNTY intend to work towards one or more interlocal agreements for joint watershed management planning, capital construction and other related services. The CITY and COUNTY also agree to address regional service issues as a part of the interlocal agreement. By June 15, 2000 the COUNTY and CITY agree to have developed a framework for one or more interlocals to provide for storm and surface water services in the Urban Growth Area as annexations occur

## 9 PARK, OPEN SPACE AND RECREATIONAL FACILITIES

9.1 Ownership and maintenance If an annexed area includes park, open space or recreational facilities listed as a local or community park, the CITY shall assume maintenance, operation and ownership responsibilities for this facility upon the effective date of the annexation unless, prior to the annexation, the COUNTY declares its intention to retain ownership of the park. The COUNTY, in consultation with the CITY, will make this decision based on the following criteria:

- a) The park has a special historic, environmental, or cultural value associated with the Snohomish County Department of Parks and Recreation and to the citizens of Snohomish County,
- b) There are efficiencies with the COUNTY's operation and/or maintenance of the park property;
- c) The COUNTY has made a substantial capital investment in the park property including the purchase of the property, the development of the park, and the construction of facilities,
- d) There are specialized stewardship or maintenance issues associated with the park that the COUNTY is best equipped to address,
- e) The property generates revenue that is part of the larger park operation budget, and
- f) The facility serves as a regional park and would be better included in the COUNTY'S regional network

Any agreed partnership or division of responsibility shall be documented in an amendment to this interlocal agreement within the forty-five (45) day review period following the CITY'S NOI to the BRB, as described in section 3.2 above

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9.2 Uncommitted park mitigation payments. Funds for park mitigation payments and park or open space related SEPA mitigation payments received by the COUNTY as a condition of land development permit approval pursuant to SCC Title 26A collected by the COUNTY from property within the annexation area which, as of the effective date of an annexation, are committed to local or community parks or unbudgeted, will be transferred to the CITY

9.3 Calculation of fund amounts The amount of park mitigation funds transferred shall be equal to those funds collected in the annexation area, minus those funds committed to regional parks The COUNTY will provide to the CITY documentation of such mitigation funds by defining the time periods for expenditure of the funds under RCW 82.02 020 and will assist the CITY in auditing mitigation payment records.

9.4 Joint planning for parks, recreation and open space The CITY and COUNTY shall, upon the effective date of this Agreement, establish an interlocal agreement for parks, open space and recreational facilities This agreement shall be based upon the CITY and COUNTY's efforts to provide parks, recreational and open space within the MUGA 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.

## 10 POLICE SERVICES

10.1 Transfer of police services As necessary, the CITY and COUNTY shall discuss the needs for contracting or transfer of police services within the annexed areas and unincorporated UGA. Agreements between the CITY and COUNTY shall be consistent with RCW 41 14 250 through 41 14 280 and RCW 35 13 360 through 35 13 400 The County Sheriff's Department, upon request by the CITY, shall provide detailed service and cost information for the area to be annexed

10.2 Form of agreement. Any agreements on transfer of police services will be documented as part of an annexation- related amendment to this interlocal agreement

## 11. ANNEXATION SUPPORT

When the COUNTY finds that a proposed annexation is consistent with this Agreement, the County legislative authority will not oppose the annexation, and will send a letter to the Boundary Review Board in support of annexations within the MUGA that are processed during the term of this agreement.

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**12 DISPUTE RESOLUTION**

The CITY and COUNTY mutually agree to use a formal dispute 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. 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. 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 which may be required before the Boundary Review Board.

**13 RELATIONSHIP TO EXISTING LAWS AND STATUTES**

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

**14 EFFECTIVE DATE, DURATION AND TERMINATION**

14.1 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.

14.2 Each party may terminate its obligations under this AGREEMENT upon thirty (30) days advance written notice to the other party. Any amendments and termination shall be in writing and executed in the same manner as provided by law for the execution of this AGREEMENT.

**15 INDEMNIFICATION AND LIABILITY**

15.1 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 solely caused by the negligence or willful misconduct of the COUNTY, its elected and appointed officials, officers, employees or agents.

15.2 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 solely caused by the negligence or willful misconduct of the CITY, its elected and appointed officials, officers, employees or agents.

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15.3 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 only be to the extent of that party's negligence

15.4 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 any failure by the CITY to comply with RCW 82.02.020 or RCW 82.02.070.

#### 16 SEVERABILITY

Should any clause, phrase, sentence or paragraph of this AGREEMENT or its application be declared invalid or void by a court of competent jurisdiction, the remaining provisions of this AGREEMENT not so declared shall remain in full force and effect

#### 17. 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.

#### 18 RECORDS

Both parties shall maintain adequate record 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

#### 19 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

#### 20 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.

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21 CONTACTS FOR AGREEMENT

The contact persons for this AGREEMENT are:

Gloria Hirashima  
Planning Director  
City of Marysville  
80 Columbia Avenue  
Marysville, WA 98270  
(360) 651-5100

Denny Derickson  
Snohomish County  
Department of Planning and Development Services  
3000 Rockefeller Ave  
Everett, WA 98201  
(425) 388-3311

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

Dated this 28<sup>th</sup> day of June 1999

CITY OF MARYSVILLE  
BY

David Weiser  
David Weiser  
Mayor

Date: 6/28/99

ATTEST

Mary Swenson  
Mary Swenson  
City Clerk

Approved as to form.  
Office of the City Attorney

Grant Weed  
Grant Weed  
Attorney for the City of  
Marysville

SNOHOMISH COUNTY  
BY

Gary Weikel  
for Robert J. Drewel  
County Executive      **GARY WEIKEL**  
Executive Director

Date: June 30, 1999 D-17

ATTEST

Sheila McAllister  
Clerk of the County Council, Asst.

Approved as to form  
Snohomish County Prosecutor

Barbara J. Dykes 6/30/99  
Barbara J Dykes  
Deputy Prosecuting Attorney for  
Snohomish County

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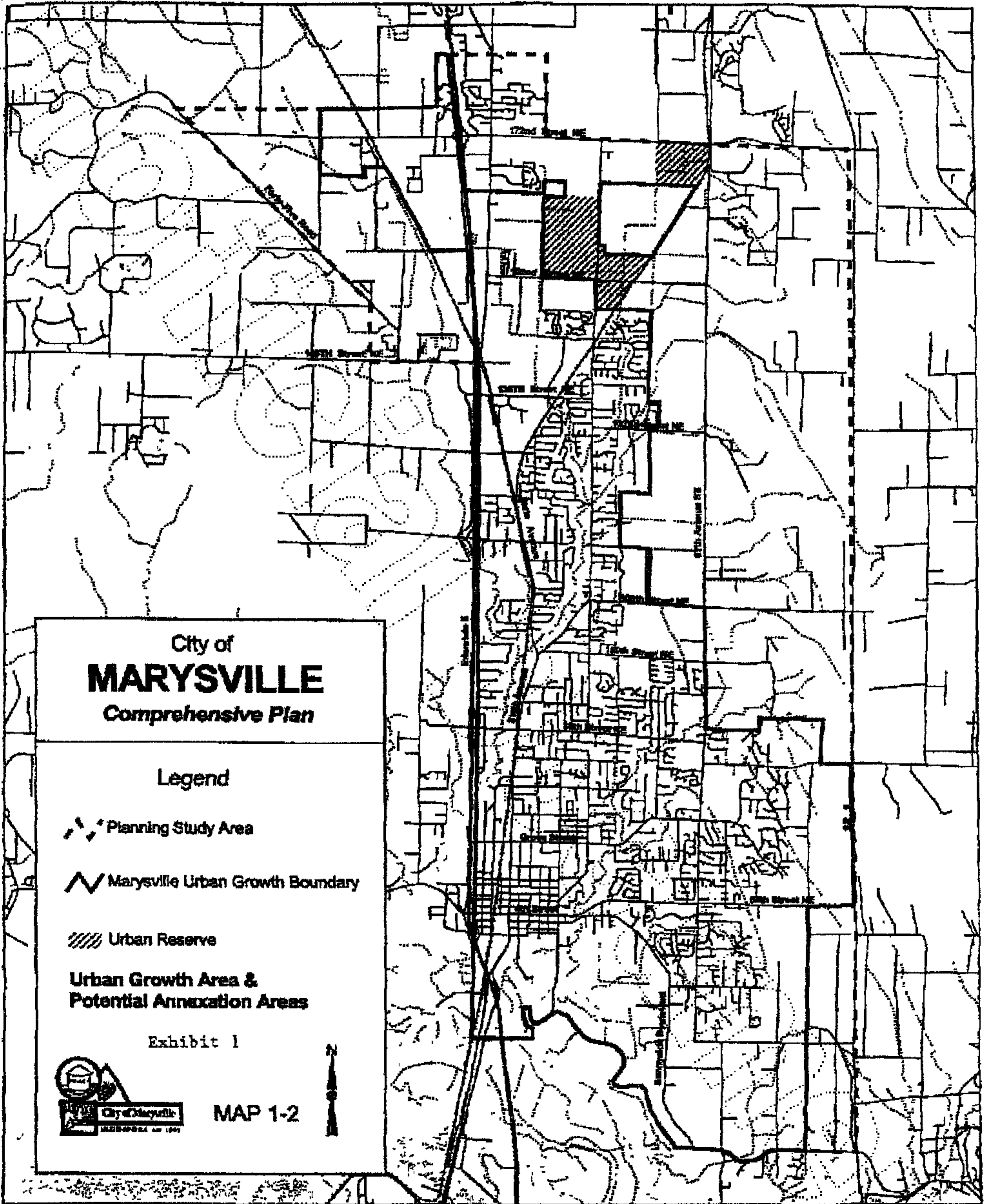
INTERLOCAL AGREEMENT BETWEEN THE CITY OF MARYSVILLE AND  
SNOHOMISH COUNTY CONCERNING ANNEXATION AND URBAN  
DEVELOPMENT WITHIN THE MARYSVILLE URBAN GROWTH AREA

Exhibit List

<u>Exhibit No.</u>	<u>Section Referencing</u>	<u>Title of Exhibit</u>
1	2 1	Marysville Urban Growth Area (MUGA) Map
2	4 3	Minimum Unincorporated UGA Infrastructure Standards (City/County Administrators Group 1/25/99 Draft)
3	5.2	County Land Development Permitting Codes to be Adopted by the City
4	7 4	Marysville UGA Historical Capital Expenditures Completed 1994-1998
5	8 2	Marysville UGA Master Annexation Agreement - Inventoried Snohomish County Owned Drainage Facilities




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# CITY OF MARYSVILLE COMPREHENSIVE PLAN





City of  
**MARYSVILLE**  
*Comprehensive Plan*

**Legend**

-  Planning Study Area
-  Marysville Urban Growth Boundary
-  Urban Reserve

**Urban Growth Area & Potential Annexation Areas**

Exhibit 1

**MAP 1-2**



Minimum Unincorporated UGA Infrastructure Standards

January 25, 1999

Prepared by Technical Subcommittee of the Transition Summit, a partnership of Snohomish County and its Cities

# MINIMUM UNINCORPORATED UGA INFRASTRUCTURE STANDARDS—ADMINISTRATIVE CHANGES TO EDS

The following infrastructure standards are proposed to be applied by the County to all development within unincorporated UGA's unless otherwise modified through an ILA with individual cities or specific policies within a given UGA's Phase II CompPlan. The first column (Type of Change) indicates whether a code amendment (C) or administrative amendment to engineering standards (A) would be necessary. In either case, County staff believes such changes should go through a public process. The below standards are only those originally listed by the City Managers group. The Sub-Committee has identified others, and will continue to meet to work on these and the other issues.

TABLE 1: STREETS (These standards would apply to all permits where road construction is proposed or required.)

STREET TYPE	ROW WIDTH (FT)	PAVEMENT WIDTH (FT)	MINIMUM PAVEMENT THICKNESS*	LANE WIDTH (FT)	ALSO INCLUDES**
5-lane arterial	90	70	3" AC/ 4" ATB or crushed	12	5' bike lanes, no parking, 0.5' vertical curbs/gutters, 4.5' planter strips w/ street trees (from approved list of tree types) 30' o/c and root barriers, 5' concrete sidewalks
3-lane arterial	66	46	3" AC/ 4" ATB or crushed	12	5' bike lanes, no parking, 0.5' vertical curbs/gutters, 4.5' planter strips w/ street trees (from approved list of tree types) 30' o/c and root barriers, 5' concrete sidewalks
Collector	60	40	2" AC/ 4" ATB or crushed	12	8' space on each side of road for either bike lanes and/or parking, 0.5' vertical curbs/gutters, 4.5' planter strips w/ street trees (from approved list of tree types) 30' o/c and root barriers, 5' concrete sidewalks
Residential Street	48	28	2" AC/ 4" ATB or crushed	variable	0.5' vertical curbs/gutters, 4.5' planter strips w/ street trees (from approved list of tree types) 30' o/c and root barriers, 5' concrete sidewalks; 28" of paving allows for designation of a combination of driving lanes, parking, or bike lanes, depending on street-specific need.
Cul-de-Sacs	45 radius				maximum length = 700'
Hammer-head Turn-arounds		30			Prohibited except on private driveways
Bus Stops					Minimum 10' x 10' pedestrian pad placed 60' from the intersection on the far side of the intersection in the direction of travel Adequate bus pull-out areas need to be defined for streets with speeds of 35 mph or over in consultation with Community Transit per their adopted policies.

\* This is only a minimum thickness. Actual thickness to be determined by design.

\*\* Note: In Downtown Commercial areas, planter strip is to be paved with wells cut for trees, thus providing a 9.5' sidewalk.

Minimum Unincorporated UGA Infrastructure Standards

January 25, 1999

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# MINIMUM UNINCORPORATED UGA INFRASTRUCTURE STANDARDS—CODE CHANGES

TABLE 2: UTILITIES (These standards would apply to all permits where utility construction is proposed or required)

TYPE OF CHANGE	ITEM	STANDARDS
(PUD standards)	Street Lights	ITS standards (which is what PUD uses)
(City or Utility District standards)	Utility Lines	All new & existing utility lines to be undergrounded at developers' expense
SnoCo Code	Storm Water	Meet DOE manual or state approved equivalent. Facilities to be dedicated to the public
(City or Utility District standards)	Sewer	Per Special Purpose or City's requirements. Require sewer in cities and UGAs. Require that development receiving urban services or developed at urban densities to sign annexation or protest agreement to cities.
(City or Utility District standards)	Water	Per Special Purpose or City's requirements

TABLE 3: PARKS (These standards would apply to all residential permits)

PARK TYPE	DESCRIPTION	STANDARD	HOW TO ACHIEVE*
Local	small (2,000 sf-1/2 acre); within each residential development; used primarily by kids and families who can walk to the park from their house	2 acres/1,000 people	Require construction as condition of residential development permit (subdivision or multi-family), size depends on formula based on number of people expected to live in the project. If size works out to be less than 2,500 square feet, allow in-lieu fee.
Community	medium to large (1/2 acre - 10 acres); used primarily by people within the community	3 acres/1,000 people	Cities and county collect mitigation fees from residential development. County transfers funds to cities, who build the parks.
Regional	large (10+ acres) or contains special feature, attracts users from community and areas outside of community	10-15 acres/1,000 people	Cities and county collect mitigation fees from residential development. Cities transfer funds to County, who build the parks.
Trails			Trail plans shall be coordinated between the County and cities within their respective UGAs so that trails are built in a logical manner, are consistent, are continuous, and work in a coordinated fashion.

\* Notes: (1) Amount of mitigation fees should probably be calculated on a UGA basis, since property values vary widely  
 (2) As an alternative to transferring funds, funds could be maintained in a joint account, which would cause the City and County to jointly decide on how money collected in a particular UGA is spent  
 (3) Neighborhood parks are to be maintained by private homeowners association since the County is not in a position to maintain such parks. They could be dedicated to the local city at time of annexation

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TABLE 4: DEVELOPMENT BUFFERS/SETBACKS (These standards would apply to all permits.)

BUFFER/SETBACK FROM:	BUFFER WIDTH	SETBACK WIDTH*
Public Street ROW (from ultimate row, not existing)		
Residential Development		20
Commercial Development		
Auto Oriented		20
Pedestrian Oriented		0
Industrial Development		20
Incompatible Land Uses or Zones		25
Wetlands		
Category 1	100	15
Category 2	75	15
Category 3	50	15
Category 4	25	15
Streams/Creeks		
Category 1 (salmon bearing)	100	15
All other Categories	50	15
Steep Slopes		depends on slope and geotech report
Flood Plains		County Requirements

\* Notes. (1) The 15' building setback from buffers is intended to provide at least a small backyard to homeowners and allows construction to occur without encroachment. If a house is set adjacent to a buffer, the homeowners will undoubtedly encroach into the buffer, and/or builders encroach into buffers in order to build the house. This tactic eliminates most future code enforcement needs (at least in regard to buffer encroachment issues)

TABLE 5: STREETS (These standards would apply to all permits where road construction is proposed or required)

STREET TYPE	ROW WIDTH (FT)	PAVEMENT WIDTH (FT)	MINIMUM PAVEMENT THICKNESS*	LANE WIDTH (FT)	ALSO INCLUDES**
Private Roads					PROHIBITED within Single-Family Residential projects or as access to any project; ALLOWED where there is a single owner entity (e.g., Multi-Family Residential projects, mobile home parks, commercial malls, industrial parks, etc)
Private Driveways		20			Allowed only if serving 4 dwelling units or fewer

\* This is only a minimum thickness. Actual thickness to be determined by design  
 \*\* Note In Downtown Commercial areas, planter strip is to be paved with wells cut for trees, thus providing a 9' sidewalk

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**EXHIBIT 3 County legislative measures and contractual agreements**

Snohomish County Land Use and Development Codes as follows

- A SCC Title 13 entitled ROADS AND BRIDGES, Section 13 01 020 and Chapters 13 10 through 13 70, 13 95, 13 110 and 13 130,
- B SCC Title 16, entitled FIRE CODE, Chapter 16 04,
- C SCC Title 17, entitled BUILDINGS, Chapters 17, 17 04, 17.16, 17 18, and 17 40,
- D SCC Title 18, entitled ZONING CODE,
- E Ordinance 80-28, entitled ROAD DESIGN STANDARDS AND SPECIFICATIONS
- F SCC Title 23, entitled ENVIRONMENTAL POLICY,
- G SCC Title 24, entitled DRAINAGE,
- H SCC Title 25, entitled STORM AND SURFACE WATER MANAGEMENT,
- I SCC Title 26A, entitled PARKS MITIGATION
- J SCC Title 26B, entitled TRAFFIC MITIGATION
- K SCC Title 26C, entitled SCHOOLS MITIGATION
- L SCC Title 27, entitled FLOOD HAZARD
- M Ordinance 93-036 entitled SHORELINE MASTER PROGRAM
- N SCC Chapter 32 10 Critical Areas Regulations

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) 1994 Uniform Plumbing Code
- c) 1997 Uniform Mechanical Code
- d) Washington State Energy Code adopted July 1, 1998

**199908230669**

Marysville UGA  
Historical Capital Expenditures  
Completed 1994-1998

LOCATION	FROM	TO	Project Category	Year Complete	Project Expendi Per Depreciation Schedule (A) Unless otherwise noted					
					Total County funds Expended	1999 Annexation	2000 Annexation	2001 Annexation	2002 Annexation	2003 Annexation
10811 Smokey Pt Blvd Drainage			Drainage	1995	\$ 15 157	8 488	7 275			
* 142nd Pt NE & 51st Ave NE Drainage			Drainage	1995	\$ 3 490	1 954	1 675			
100th St NE & 62nd Ave NE			Drainage	1995	\$ 10 110	6 471	5 965			
136th St NE (B) **	Smokey Pt Blvd		Major Road (ILA) (B)	1995	\$ 129 346	25 869	53 669	39 668		
67th Ave NE ***	108th St NE		Minor Road	1996	\$ 116 671	18 492	14 923	11 030		
67th Ave NE ***	100 St NE		Minor Road	1996	\$ 32 442	50 503	40 757	30 125		
16th Dr NE	172nd St NE (SR 531)	170th St NE	Minor Road	1996	\$ 88 602	33 632	24 858			
132 St NE Retain Wall & Walkway Repair	@ 54th Dr NE		Non Motorized	1995	\$ 73 113	4 956	3 670			
* 152 St NE	Smokey Pt Blvd	Demolition	Non-Motorized	1995	\$ 10 793	89 311	77 031	63 634		
Soper Hill Rd	71 Ave SE	Intersection	Non-Motorized	1998	\$ 113 639	86 154	69 528	51 390	51 354	37 957
Shoulties Rd	Marysville City Limits	51 Ave NW	Non Motorized	1996	\$ 151 448	8 642	6 388			
51st Ave NE	152 St NE		Non-Motorized	1995/1998	\$ 18 787					
					\$ 761 299	\$ 400 984	\$ 305 739	\$ 195 848	\$ 51 354	\$ 37 957

Project Categories	(A) Depreciation Schedules for Payoff of Capital Expenditures							
	Year (1)	ILA (B)	Bridge Replcmnt (A)	Minor Road (A)	Non-motorized (A)	Drainage (A)	Pavement Preservatn (A)	Misc Engr & Studies (A)
Bridge Replacement								
replace existing bridge with new structure								
Major Road Improvements	1	80%	90%	80%	80%	80%	70%	70%
concurrency safety new alignments & signalization	2	60%	88%	72%	69%	72%	56%	47%
Minor Road Improvements	3	40%	86%	64%	57%	64%	42%	23%
spot safety & operational and guardrail	4	20%	85%	56%	46%	56%	28%	0%
Non motorized - pedestrian facilities bicycle recreational trails & transportation demand management	5	0%	83%	48%	34%	48%	14%	0%
Drainage improvements within county road right-of-way or correction of drainage problems caused or exacerbated by county road right-of-way								
Pavement Preservation								
pavement restoration including overlay and major reconstruction of pavement								
Miscellaneous Engineering & Studies								
Predesign studies feasibility studies concurrency studies etc								

Notes

- \* Project in 152nd St Annexation Area.
- \*\*\* RAP and/or HES Funds Received

Exhibit 4

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## EXHIBIT 5

### MARYSVILLE UGA MASTER ANNEXATION AGREEMENT

#### Inventoried Snohomish County **owned** drainage facilities

<u>Name</u>	<u>I D Number</u>
Smokey Point Blvd 152nd	D14036
Smokey Point Blvd 156th	D14035
Sunset Meadows Pond A	D24011
Sunset Meadows Pond B	D24012

#### Snohomish County **owned** parcels with Surface Water Management custodianship

Heather Glen Div. No 2, Tract A  
Timberbrook, Tract A & Tract B  
Timberbrook No 3, Tract 49  
Parcel No 343105-3-016

#### NOTE

This list of facilities was compiled by Surface Water Management based on data available as of April 28, 1999. Additional development, projects, and research may change the list by the time of actual annexations.

The purpose of this list is to provide a starting point for identification of county-owned drainage improvements or facilities within the UGA that may need to be addressed in the event the area in which the facilities are located becomes part of a city or town. This list is for identification only and is not intended to provide legal descriptions or ownership verification.

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