

1 Adopted: October 19, 2010  
2 Effective: November 1, 2010

3  
4 SNOHOMISH COUNTY COUNCIL  
5 SNOHOMISH COUNTY, WASHINGTON

6  
7 ORDINANCE NO. 10-088

8  
9 APPROVING AND AUTHORIZING THE COUNTY EXECUTIVE  
10 TO SIGN AN INTERLOCAL AGREEMENT BETWEEN  
11 SNOHOMISH COUNTY AND THE CITY OF MONROE  
12 PROVIDING FOR THE CHAIN LAKE WEST ANNEXATION

13 WHEREAS, the City of Monroe and Snohomish County recognize that the  
14 Growth Management Act ("GMA") (chapter 36.70A RCW) encourages cities with urban  
15 services to annex unincorporated urban areas within a county; and

16 WHEREAS, RCW 35A.14.460 provides for the annexation of territory when at  
17 least sixty percent of the boundaries of the territory proposed for annexation are  
18 contiguous to the annexing city; and

19 WHEREAS, annexation pursuant to RCW 35A.14.460 requires the negotiation of  
20 an interlocal agreement as provided in chapter 39.34 RCW; and

21 WHEREAS, the City of Monroe initiated the annexation process by adopting a  
22 resolution pursuant to RCW 35A.14.460(1) commencing negotiations for an interlocal  
23 agreement with the County; and

24 WHEREAS, the City of Monroe and Snohomish County have negotiated the  
25 terms of an interlocal agreement ("ILA") to provide for the annexation to the City of  
26 territory known as the "Chain Lake West Annexation" and to implement coordinated  
27 planning and transition of services within the annexation area; and

28 WHEREAS, the ILA applies only to the Chain Lake West Annexation and future  
29 annexations within the Monroe Urban Growth Area will continue to be governed by the  
30 *Interlocal Agreement Between the City of Monroe and Snohomish County Concerning*  
31 *Annexation and Urban Development Within the Monroe Urban Growth Area* ("Master  
32 Annexation ILA"), effective December 6, 2007, and addenda thereto; and

33 WHEREAS, the ILA recognizes the continued applicability, force and effect of the  
34 Master Annexation ILA and addenda thereto, except for those provisions specified in  
35 the ILA; and

1           WHEREAS, the ILA is authorized by and is consistent with the requirements of  
2 the Interlocal Cooperation Act (chapter 39.34 RCW); and

3           WHEREAS, the ILA is consistent with the GMA comprehensive plans of both the  
4 City of Monroe and Snohomish County; and

5           WHEREAS, the Snohomish County Council and the Monroe City Council held a  
6 joint public hearing on \_\_\_\_\_, 2010, to consider approving the ILA and  
7 authorizing the Snohomish County Executive and the Mayor of the City of Monroe to  
8 sign the ILA on behalf of Snohomish County and the City of Monroe, respectively.

9           NOW, THEREFORE, BE IT ORDAINED:

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

12           Section 2. The Snohomish County Council authorizes the Snohomish County  
13 Executive to sign the *Interlocal Agreement Between the City of Monroe and Snohomish*  
14 *County Relating to the "Chain Lake West Annexation" Under RCW 35A.14.460*, a copy  
15 of which is attached to this ordinance as Exhibit A.

16  
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18

1 PASSED this 19<sup>th</sup> day of October, 2010.

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ATTEST:

Sheila McCallister  
Asst. Clerk of the Council

SNOHOMISH COUNTY COUNCIL  
Snohomish County, Washington

Dave Gossett  
Council Chair

APPROVED

DATE: October 22, 2010

EMERGENCY

VETOED

Aaron G. Reardon  
County Executive

ATTEST: Cora Palmer

Approved as to form only:

Laura Kisielius  
Deputy Prosecuting Attorney  
9/7/10

1 After Recording Return to:

2  
3 Assistant Clerk  
4 Snohomish County Council  
5 3000 Rockefeller, M/S 609  
6 Everett, WA 98201  
7

8 Agencies: Snohomish County and City of Monroe  
9 Tax Account No.: N/A  
10 Legal Description: N/A  
11 Reference No. of Documents Affected: Interlocal Agreements Recorded at AF# 200801030552;  
12 200807170547; 200911200002  
13 Filed with the Auditor pursuant to RCW 39.34.040  
14 Documents Title:  
15

16  
17 **INTERLOCAL AGREEMENT BETWEEN THE CITY OF MONROE AND**  
18 **SNOHOMISH COUNTY RELATING TO THE "CHAIN LAKE WEST ANNEXATION"**  
19 **UNDER RCW 35A.14.460**  
20

21  
22  
23 **1. PARTIES**  
24

25 This Interlocal Agreement Between the City of Monroe and Snohomish County Relating  
26 to the "Chain Lake West Annexation" Under RCW 35A.14.460 (this "Agreement") is  
27 made by and between the City of Monroe, a Washington municipal corporation (the  
28 "City"), and Snohomish County, a political subdivision of the State of Washington (the  
29 "County"), pursuant to chapter 39.34 RCW, the Interlocal Cooperation Act, and  
30 RCW 35A.14.460. Throughout this Agreement, the City and the County are each  
31 sometimes referred to individually as a "Party," and collectively as the "Parties."  
32

33 **2. PURPOSE**  
34

35 The purpose of this Agreement is to set forth terms that will govern the orderly and  
36 logical transfer of governmental services from the County to the City with respect to the  
37 annexation by the City of certain territory located within the Monroe Urban Growth Area  
38 (the "Annexation Area") that is commonly known as the Chain Lake West Annexation  
39 Area, as depicted on Exhibit A to this Agreement. The City's annexation of the  
40 Annexation Area will be accomplished under RCW 35A.14.460 and will be referred to in  
41 this Agreement as the "Annexation."  
42

43 **3. PRIOR AGREEMENTS**  
44

45 3.1 Continued applicability of Master Annexation ILA. The Parties recognize the  
46 existence of that certain Interlocal Agreement Between the City of Monroe and  
47 Snohomish County Concerning Annexation and Urban Development Within the  
48 Monroe Urban Growth Area, having an effective date of December 6, 2007, and

1 recorded under Auditor's File # 200801030552 (the "Original Agreement"), as  
2 amended by that certain Addendum to Interlocal Agreement Between the City of  
3 Monroe and Snohomish County Concerning Annexation and Urban Development  
4 Within the Monroe Urban Growth Area, having an effective date of June 4, 2008,  
5 and recorded under Auditor's File # 200807170547 (the "First Amendment"), and  
6 as further amended by that certain Addendum to the Interlocal Agreement  
7 Between the City of Monroe and Snohomish County Concerning Annexation and  
8 Urban Development Within the Monroe Urban Growth Area, having an effective  
9 date of October 22, 2009, and recorded under Auditor's File # 200911200002  
10 (the "Second Amendment"), and, together with the Original Agreement and the  
11 First Amendment, the "Master Annexation ILA." The Parties agree and intend  
12 that the terms and provisions contained in the Master Annexation ILA shall have  
13 full applicability, force and effect with respect to the Annexation contemplated by  
14 this Agreement, except as otherwise provided in Section 3.2 of this Agreement.  
15

16 **3.2 Inapplicability of certain provisions of prior agreements.** Notwithstanding the  
17 provisions of Section 3.1 above, the Parties agree that the following sections of  
18 the Master Annexation ILA shall not apply to the Annexation contemplated by this  
19 Agreement:

- 20 (a) The following sections of the Original Agreement shall not apply to the  
21 Annexation: Section 4 (Transfer of Permits in Process by the County);  
22 Subsection 9.3 (Drainage Needs Report Cost Recovery); Section 13  
23 (Addenda and Amendments); Section 18 (Effective Date, Duration and  
24 Termination); and Section 26 (Administrators and Contacts for  
25 Agreement).  
26 (b) The following sections of the First Amendment shall not apply to the  
27 Annexation: The First Amendment in its entirety shall not apply to the  
28 Annexation.  
29

30 **3.3 Conflicts between agreements.** In the event of a conflict between any of the  
31 terms and provisions contained in this Agreement and any of the terms and  
32 provisions contained in those portions of the Master Annexation ILA that apply to  
33 the Annexation contemplated by this Agreement, the terms of this Agreement  
34 shall prevail.  
35

#### 36 **4. BOND DEBT SERVICE**

37  
38 The City recognizes that pursuant to RCW 36.89.120 and SCC 25.20.032, whenever a  
39 city annexes an area, and the County has issued revenue bonds or general obligation  
40 bonds to finance storm water control facilities that are payable in whole or in part from  
41 rates or charges imposed in the area, the County shall continue imposing all portions of  
42 the rates or charges that are allocated to payment of the debt service on bonds in that  
43 area after the effective date of the annexation, as provided in the statute and the

1 implementing provisions of the Snohomish County Code. The City's acknowledgment  
2 of RCW 36.89.120 is not intended and shall not be deemed a promise by the City to pay  
3 any of the charges due to the County from particular property owners under  
4 RCW 36.89.120. Nothing in this Agreement shall be construed as imposing any liability  
5 or responsibility upon the City relating to or arising from the County's collection of the  
6 aforementioned charges and/or rates for stormwater facilities beyond any liability or  
7 responsibility imposed by applicable law.

## 8 9 **5. PROCESSING OF PERMITS IN THE ANNEXATION AREA**

10  
11 5.1 Definitions. For the purposes of this Agreement, the following definitions apply:

12 "Building permit application" shall mean an application for printed permission  
13 issued by the authorizing jurisdiction that allows for the construction of a  
14 structure, and includes repair, alteration, or addition of or to a structure.

15 "Associated permit application" shall mean an application for mechanical,  
16 electrical, plumbing and/or sign permit for a structure authorized pursuant to a  
17 building permit.

18 "Land use permit application" shall mean an application for any land use or  
19 development permit or approval and shall include, by way of example and not by  
20 way of limitation, any of the following: subdivisions, planned residential  
21 developments, short subdivisions, binding site plans, single family detached  
22 units, conditional uses, special uses, rezones, shoreline substantial development  
23 permits, grading or land disturbing activity permits and variances. A "land use  
24 permit application" shall not include a "building permit application" except for non-  
25 single family building permits for structures greater than 4,000 square feet in  
26 size.

27 "Pending permit applications" shall mean all building permit applications,  
28 associated permit applications and land use permit applications respecting real  
29 property located in the Annexation Area that are either (i) still under review by the  
30 County on the effective date of the Annexation, or (ii) for which a decision has  
31 been issued but an administrative appeal is pending on the effective date of the  
32 Annexation.

33 "Permit review phase" shall mean a discrete stage of or discrete activity  
34 performed during a jurisdiction's review of a pending permit application that has a  
35 logical starting and stopping point. By way of example, and not by way of  
36 limitation, applications for subdivisions and short subdivisions are deemed to  
37 have the following permit review phases: (i) preliminary plat approval; (ii) plat  
38 construction plan approval; (iii) revision, alteration or modification of a preliminary  
39 plat approval; (iv) construction inspection; (v) final plat processing; and (vi) final  
40 plat approval and acceptance. When it is not clear which activities related to the  
41 review of a particular pending permit application constitute a distinct permit  
42 review phase, the County and the City shall determine same by mutual  
43 agreement, taking into account considerations of convenience and efficiency.

44  
45 5.2 City consultation on County land use permit applications. After the effective date  
46 of this Agreement, the County agrees to give the City timely written notice and

1 review opportunity related to all land use permit applications, as defined in  
2 Subsection 5.1 of this Agreement, within the Annexation Area. The County will  
3 invite City staff to attend meetings between County staff and the applicant  
4 relating to such permit applications, including pre-application meetings.  
5

6 5.3 Review of County land use permit applications. All land use permit applications  
7 under County jurisdiction within the Annexation Area will be reviewed consistent  
8 with all applicable laws, regulations, rules, policies and agreements including, but  
9 not limited to, the applicable provisions of this Agreement, the State  
10 Environmental Policy Act (Chapter 43.21C RCW) and the Snohomish County  
11 Code.  
12

13 5.4 Appeals of permits issued by County prior to effective date of Annexation. Any  
14 administrative appeals, to the extent an appeals process is provided, of building  
15 permits, associated permits and land use permits and approvals respecting real  
16 property located in the Annexation Area that were issued or approved by the  
17 County prior to the effective date of the Annexation shall be filed with the City  
18 and handled by the City pursuant to the City's municipal code.  
19

20 5.5 Enforcement of County conditions. Any conditions imposed by the County  
21 relating to the issuance or approval of any permits described in Subsection 5.4  
22 above shall be enforced by the City after the effective date of the Annexation to  
23 the same extent the City enforces its own permit conditions. The County agrees  
24 to make its employees available, at no cost to the City, to provide assistance in  
25 enforcement of conditions on permits originally processed and issued by the  
26 County.  
27

28 5.6 Pending permit applications.  
29

30 5.6.1 Vesting. The County and the City agree that any complete building permit  
31 application, associated permit application or land use permit application  
32 respecting real property located in the Annexation Area that is submitted to the  
33 County prior to the effective date of the Annexation and that has vested shall  
34 remain subject to the laws and regulations of the County that were in effect at the  
35 time the permit application was deemed complete by the County, notwithstanding  
36 the subsequent Annexation of the Annexation Area.  
37

38 5.6.2 Automatic transfer of authority regarding permits. The County and the City  
39 understand and agree that the police power with respect to real property located  
40 in the Annexation Area automatically transfers from the County to the City on the  
41 effective date of the Annexation. The parties understand and agree that it is the  
42 police power that provides local jurisdictions with the authority to impose and  
43 implement building and land use regulations. Accordingly, the parties

1 understand and agree that, as a matter of law, all responsibility for and authority  
2 over pending permit applications automatically transfers from the County to the  
3 City on the effective date of the Annexation. Nothing in this paragraph shall be  
4 construed as transferring the liability of either Party with respect to its own  
5 actions regarding permit review and administrative appeals to the other Party.  
6 Instead, both Parties agree that issues of indemnification and liability remain  
7 governed by Section 19 of the Original Agreement.  
8

9 **5.6.3 Completing the active phase of review.** The County and the City agree that to  
10 facilitate an orderly transfer of pending permit applications to the City after the  
11 effective date of the Annexation, it is desirable for the County to continue  
12 processing all pending permit applications through the completion of the permit  
13 review phase that was in progress on the effective date of the Annexation.  
14 Accordingly, beginning on the effective date of the Annexation, the County shall  
15 act as the City's agent for the limited purpose of reviewing and processing all  
16 pending permit applications until such time as County personnel have completed  
17 the permit review phase that was in progress on the effective date of the  
18 Annexation. Upon completion of such permit review phase with respect to any  
19 particular pending permit application, the County shall transfer all materials  
20 relating to the pending permit application to the City. After such transfer, the City  
21 shall perform all remaining permit review and approval activities.  
22

23 **5.6.4 Exception for administrative appeals.** Notwithstanding anything to the contrary  
24 contained in Subsection 5.6.3 above, the County and the City agree that it is not  
25 desirable for the County's quasi-judicial hearing officers or bodies to act as  
26 agents for the City for the purposes of hearing and deciding administrative  
27 appeals of permit decisions on behalf of the City, but it is also not desirable to  
28 disrupt an administrative appeal that is already in progress on the effective date  
29 of the Annexation. Accordingly, if the permit review phase that was in progress  
30 on the effective date of the Annexation was an administrative appeal of a  
31 decision made by the County, then that administrative appeal shall be handled as  
32 follows: (i) if the appeal hearing has not yet occurred as of the effective date of  
33 the Annexation, then all materials related to the appeal shall be transferred to the  
34 City as soon as reasonably possible after the effective date of the Annexation  
35 and the appeal shall be handled by the City pursuant to the procedures specified  
36 in the City's municipal code; (ii) if the appeal hearing has already occurred as of  
37 the effective date of the Annexation, but no decision has yet been issued by the  
38 County's quasi-judicial hearing officer or body, then the County's quasi-judicial  
39 hearing officer or body shall act as an agent for the City and issue a timely  
40 decision regarding the administrative appeal on behalf of the City; or (iii) if a  
41 decision regarding the administrative appeal was issued by the County's quasi-  
42 judicial hearing officer or body prior to the effective date of the Annexation, but a  
43 timely request for reconsideration was properly filed with the County prior to the  
44 effective date of the Annexation, then the County's quasi-judicial hearing officer  
45 or body shall act as an agent for the City and issue a timely decision on  
46 reconsideration on behalf of the City. Any appeal fees collected by the County



1 for appeals transferred to the City shall be apportioned in the same manner as  
2 permit fees as specified in Subsection 5.6.5 herein.  
3

4 5.6.5 Proportionate sharing of permit application fees. The County and the City agree  
5 to proportionately share the permit application fees for pending permit  
6 applications. Proportionate shares will be calculated based on the County's  
7 permitting fee schedule. With respect to each pending permit application, the  
8 County shall retain that portion of the permit application fees that is allocable to  
9 the phases of review completed by the County prior to the effective date of the  
10 Annexation. In compensation for the County's work in reviewing pending permit  
11 applications on behalf of the City, the County shall also retain that portion of the  
12 permit application fees that is allocable to the phase(s) of review completed by  
13 the County while acting as an agent of the City. The County shall transfer to the  
14 City the remaining portion of the permit application fees, which shall be  
15 commensurate with the amount of work left to be completed with respect to the  
16 pending permit application at the time the pending permit application is  
17 transferred to the City.  
18

19 5.6.6 Dedications or conveyances of real property. The City and the County  
20 acknowledge and agree that after the effective date of the Annexation the County  
21 Council will have no authority to accept dedications or other conveyances of real  
22 property to the public with respect to real property located in the Annexation  
23 Area. Accordingly, notwithstanding anything to the contrary contained elsewhere  
24 in this Section 5, after the effective date of the Annexation, the approval and  
25 acceptance of final plats or other instruments or documents dedicating or  
26 conveying to the public an interest in real property located in the Annexation Area  
27 will be transmitted to the City for acceptance by the City Council.  
28

29 5.7 Judicial appeals of permit decisions. The County shall be responsible for  
30 defending, at no cost to the City, any judicial appeals of decisions regarding  
31 building permit applications, associated permit applications and/or land use  
32 permit applications and administrative appeals respecting real property located in  
33 the Annexation Area that were made or issued by the County prior to the  
34 effective date of the Annexation. The City shall be responsible for defending, at  
35 no cost to the County, any judicial appeals of decisions regarding building permit  
36 applications, associated permit applications and/or land use permit applications  
37 and administrative appeals respecting real property located in the Annexation  
38 Area that are made or issued after the effective date of the Annexation,  
39 regardless of whether such decisions are made or issued by City personnel or by  
40 the County in its capacity as an agent for the City pursuant to Subsection 5.6 of  
41 this Agreement.  
42

1 5.8 Permit renewal or extension. After the effective date of the Annexation, any  
2 request or application to renew or extend a building permit, an associated permit  
3 or a land use permit respecting real property located in the Annexation Area shall  
4 be submitted to and processed by the City, regardless of whether such permit  
5 was originally issued by the County or the City.  
6

7 5.9 Administration of bonds. The County's interest in any outstanding performance  
8 security, maintenance security or other bond or security device issued or  
9 provided to the County to guarantee the performance, maintenance or  
10 completion by a permittee of work authorized by or associated with a permit  
11 respecting real property located in the Annexation Area will be assigned or  
12 otherwise transferred to the City upon the effective date of the Annexation if such  
13 assignment or transfer is reasonably feasible. If it is not reasonably feasible for  
14 the County to transfer any outstanding bond or security device to the City,  
15 whether due to the terms of the bond or security device at issue or for some  
16 other reason, then the County shall continue to administer the bond or security  
17 device until the earlier to occur of the following: (i) the work guaranteed by the  
18 bond or security device has been properly completed; (ii) the City has been  
19 provided with an acceptable substitute bond or security device; or (iii) the bond or  
20 security device has been foreclosed. For bonds and security devices that the  
21 County continues to administer after the effective date of the Annexation, the City  
22 shall notify the County when either the work guaranteed by the bond or security  
23 device is completed, or when the City is provided with an acceptable substitute  
24 bond or security device, at which time the County shall release the original bond  
25 or security device. Should it become necessary to foreclose any bond or security  
26 device the County continues to administer after the effective date of the  
27 Annexation, the County and the City shall cooperate to perform such foreclosure.  
28

29 5.10 Building and land use code enforcement cases. Any pending building or land  
30 use code enforcement cases respecting real property located in the Annexation  
31 Area will be transferred to the City on the effective date of the Annexation. Any  
32 further action in those cases will be the responsibility of the City at the City's  
33 discretion. The County agrees to make its employees available as witnesses at  
34 no cost to the City if necessary to prosecute transferred code enforcement cases.  
35 Upon request, the County agrees to provide the City with copies of any files and  
36 records related to any transferred case.  
37

38 6. AMENDMENTS AND ADDITIONAL  
39 AGREEMENTS  
40

41 6.1 Amendments. The City and County recognize that amendments to this  
42 Agreement may be necessary. An amendment to this Agreement must be  
43 mutually agreed upon by the Parties and executed in writing.  
44

45 6.2 Additional agreements. Nothing in this Agreement limits the Parties from  
46 entering into separate interlocal agreements (i) regarding the annexation by the

1 City of territory other than the Annexation Area, or (ii) regarding the Annexation  
2 by the City of the Annexation Area, but with respect to issues not covered by the  
3 terms of this Agreement.  
4

5 **7. EFFECTIVE DATE, DURATION AND TERMINATION**  
6

7 7.1 Effective Date. This Agreement shall become effective following the approval of  
8 the Agreement by the official action of the governing bodies of each of the  
9 Parties, and the signing of the Agreement by the duly authorized representative  
10 of each of the Parties.  
11

12 7.2 Duration. This Agreement shall remain in full force and effect for five (5) years  
13 following the effective date of the Annexation.  
14

15 7.3 Termination. Either Party may terminate this Agreement upon ninety (90) days advance  
16 written notice to the other Party. Notwithstanding the expiration or earlier termination of  
17 this Agreement, the County and City shall remain responsible for fulfilling any  
18 outstanding obligations under this Agreement that were incurred prior to the date on  
19 which this Agreement expired or terminated.  
20

21 **8. ENTIRE AGREEMENT**  
22

23 This Agreement, including the portions of the Master Annexation ILA incorporated into  
24 this Agreement by Section 3 above, constitutes the entire Agreement between the  
25 Parties concerning the Annexation.  
26

27 **9. FILING**  
28

29 A copy of this Agreement shall be filed with the Monroe City Clerk and recorded with the  
30 Snohomish County Auditor's Office.  
31

32 **10. ADMINISTRATORS AND CONTACTS FOR AGREEMENT**  
33

34 The Administrators and contact persons for this Agreement are:  
35

36 Russ Wright	Richard Craig
37 Associate Planner	Snohomish County
38 City of Monroe	Department of Planning and Development Services
39 806 W Main St	3000 Rockefeller Ave.
40 Monroe, WA 98272	Everett, WA 98201
41 (360) 863-4553	(425) 388-3311

42  
43

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

3  
4  
5 Dated this 22<sup>nd</sup> day of October, 2010.  
6

7  
8 CITY OF MONROE  
9 BY:

SNOHOMISH COUNTY  
BY:

10  
11  
12 \_\_\_\_\_  
13 Robert G. Zimmerman  
14 Mayor

\_\_\_\_\_

Aaron Reardon  
County Executive

15  
16 Date: 10/19/10

Date: 10/22/10

17  
18  
19 ATTEST:

ATTEST:

20  
21 Eadye Martinson  
22  
23 Deputy City Clerk

Sheila McCallister  
Asst. Clerk of the County Council

24  
25  
26 Approved as to form:  
27 Office of the City Attorney

Approved as to form:  
Snohomish County Prosecutor

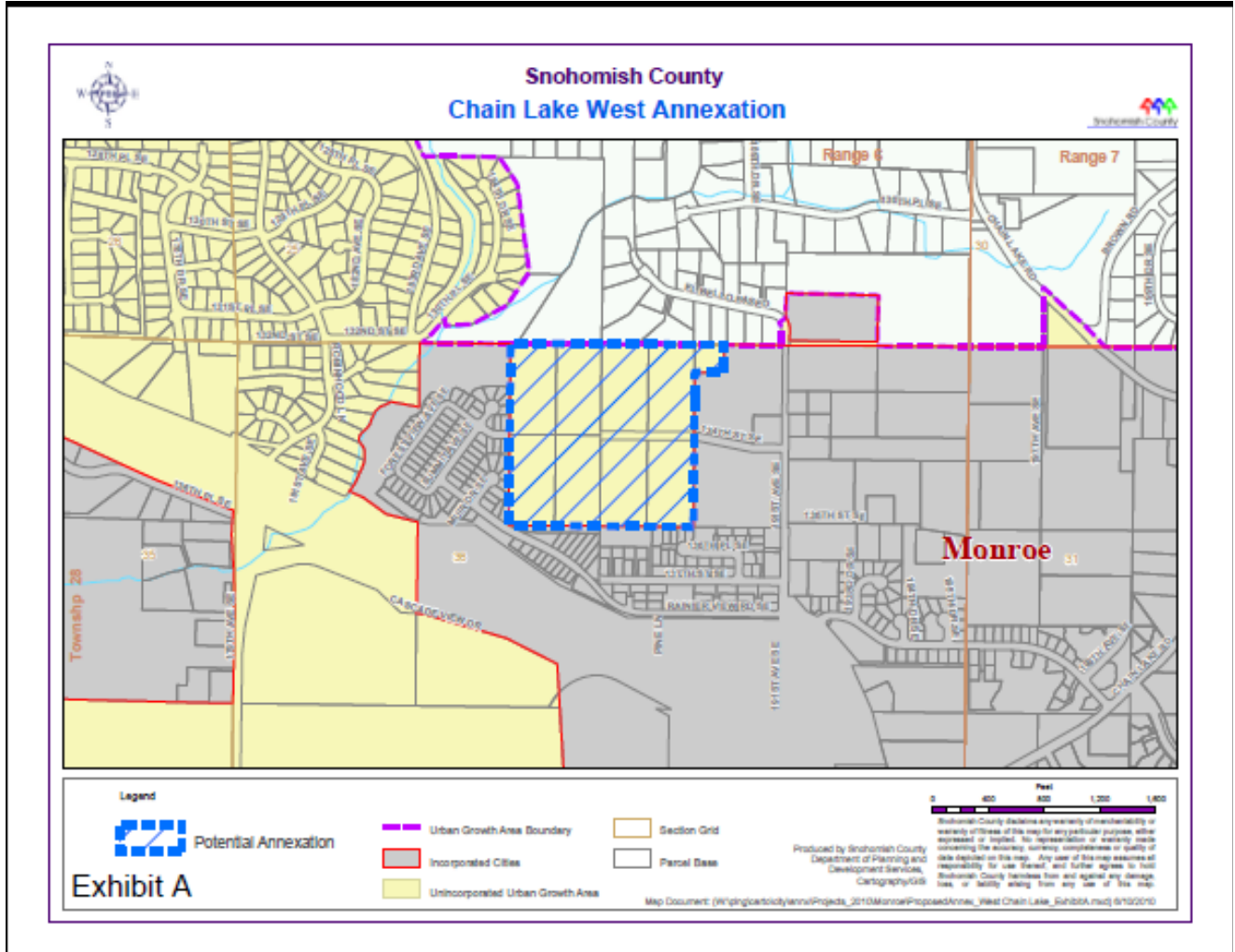
28  
29  
30 \_\_\_\_\_  
31 Phil A. Olbrechts  
32 Attorney for the City of Monroe

\_\_\_\_\_

Laura C. Kisielius  
Deputy Prosecuting Attorney for  
Snohomish County

# EXHIBIT A – MONROE CHAIN LAKE WEST ANNEXATION MAP

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APPROVING AND AUTHORIZING THE COUNTY EXECUTIVE TO SIGN AN INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND THE CITY OF MONROE PROVIDING FOR THE CHAIN LAKE WEST ANNEXATION - 13