

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: April 22, 2013

AGENDA ITEM: Agreement for Future Urban Growth Area requests between Cities of Arlington and Marysville.	AGENDA SECTION: New Business	
PREPARED BY: Gloria Hirashima, Chief Administrative Officer	DIRECTOR APPROVAL:	
ATTACHMENTS: Proposed Agreement and Map		
	MAYOR	CAO
BUDGET CODE:	AMOUNT: \$0	

DESCRIPTION:

This Agreement addresses future urban growth area requests between Arlington and Marysville north of Marysville’s current city limits and west of Arlington’s current city limits. The agreement establishes a northernmost limit of 184th Street NE for Marysville, west of Interstate 5.

Arlington has submitted an urban growth area request to Snohomish County for an area north of 184th Street NE. The agreement provides that if either city proposes a UGA request for areas consistent with the agreement, then the other city will not oppose the application.

In October, 1996 both cities entered into a settlement agreement entitled “Annexation and Service Area Settlement Agreement”. The agreement states in part that “the parties agree that they shall continue to study those areas... west of I-5 with the idea of agreeing to annexation and planning boundaries for each City”. This agreement is consistent with the 1996 settlement in establishing longer term annexation and planning boundaries for each city.

RECOMMENDED ACTION: Approve and authorize the Mayor to sign the Agreement for Future Urban Growth Area requests between the Cities of Arlington and Marysville.
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COUNCIL ACTION:

AGREEMENT REGARDING FUTURE URBAN GROWTH AREAS REQUESTS

THIS AGREEMENT is made this _____ day of _____, 2013, by and between the City of Arlington (“Arlington”) and the City of Marysville (“Marysville”) as follows:

WHEREAS, in October, 1996 Marysville, Arlington and Snohomish County Fire Protection District 12 entered into an agreement entitled “Annexation and Service Area Settlement Agreement”; and

WHEREAS, one of the purposes of the Annexation and Service Area Settlement Agreement was to resolve disputes between the parties and to establish a clear basis for planning and cooperation in the future; and

WHEREAS, Section D(2) of the Annexation and Service Area Settlement Agreement states in part that “the parties agree that they shall continue to study those areas... west of I-5 with the idea of agreeing to annexation and planning boundaries for each City”; and

WHEREAS, Marysville and Arlington each have interest in defining where future annexations, planning boundaries and service areas will be established in the area generally west of I-5 - for Marysville south of 184th Street N.E. as extended and for Arlington north of 184th Street N.E. as extended; and

WHEREAS, the City of Arlington and City of Marysville each agree that it is in their mutual interest to reach agreements in advance concerning those areas generally west of I-5 north and south of 184th Street NE as extended over which each City may, subject to inclusion in its Urban Growth Area assert planning and future jurisdiction resulting from annexation;

NOW, THEREFORE, in consideration of mutual benefits and promises, the parties agree as follows:

A. URBAN GROWTH AREAS REQUESTS

1. The parties agree on the separate urban growth areas (UGAs) as set forth on the map attached hereto as **Exhibit 1** and incorporated herein by this reference. Each party to this Agreement understands that establishment of such urban growth areas are subject to

the docket process and final approval by Snohomish County.

2. Arlington will not propose a docket item to Snohomish County for UGA expansion for any area west of I-5 that is south of 184th Street N.E. as extended and as identified on the attached **Exhibit 1**. Marysville will not propose a docket item to Snohomish County for UGA expansion for any area west of I-5, that is north of 184th Street as extended and as identified on the attached **Exhibit 1**.

3. Marysville agrees not to oppose Arlington's application for docketing and establishment of an urban growth area in the area depicted as Arlington's future UGA on **Exhibit 1**. Arlington agrees not to oppose Marysville's application for docketing and establishment of an urban growth area in the area depicted as Marysville's future UGA on **Exhibit 1**.

4. To the extent either City enters into any interlocal agreement with Snohomish County for the purpose of addressing issues relating to future annexations, such agreement shall be consistent with this Agreement.

B. ADJUSTMENT OF UTILITY SERVICE AREA BOUNDARIES

1. Each City shall adjust its water, sewer and surface water utility service area boundaries consistent with **Exhibit 1** and each City agrees to take such actions as are required under the law to adjust such boundaries so that they are consistent with paragraph A.2 and **Exhibit 1** of this agreement.

2. Both Cities shall take all necessary steps to cause the Northern Snohomish County Water Utility Coordinating Committee (WUCC) to amend water service areas defined in the adopted December 2010 North Snohomish County Coordinated Water System Plan (CWSP) to be consistent with this Agreement. Each City shall apply to have its water and sewer comprehensive plan amended consistent with this Agreement.

3. The amendment of each City's utility service areas shall not be construed as prohibition on existing or future agreements for provision of utility service by either City into the service area of the other so long as each City consents in writing to the same.

4. Marysville and Arlington may separately negotiate a purchase and sale agreement at

fair market value for transfer of Marysville’s water service and infrastructure located west of I-5 and north of 188th Ave to Arlington, along with all pipes, valves, appurtenances, and easements conveying the water through the I-5 right of way.

C. MISCELLANEOUS

1. Except as specifically provided in this Agreement, nothing herein is intended to alter the October 1996 Annexation and Service Area Settlement Agreement.

2. Arlington and Marysville agree to the following procedure for resolving disputes in connection with issues arising under this agreement. Except as specifically provided for elsewhere in this settlement agreement, and except where a mandatory specific dispute resolution process is already established by law, this procedure will begin with good faith negotiations between the jurisdictions, followed by mediation should the jurisdictions reach an impasse, followed by binding arbitration should the jurisdictions reach an impasse in mediated negotiations.

3. Nothing contained in this agreement shall be intended to create or otherwise establish any particular class or group of persons or property owners who will or should be especially protected or benefitted by the terms of this agreement. No provision or term of this agreement is intended to limit either City’s authority to impose lawful regulations for the provision of services. This agreement shall not be construed as an admission of any duty to provide municipal services absent compliance with all lawful rules, regulations or ordinances.

4. Severability. Should any clause, phrase, sentence or paragraph of the Agreement or its application to any party or circumstance be declared invalid or void by a court of competent jurisdiction, the remaining provisions of this Agreement and/or their application to other parties and circumstances, not declared invalid or void, shall remain in full force and effect.

DATED this _____ day of _____, 2013.

CITY OF ARLINGTON

CITY OF MARYSVILLE

Barbara Tolbert, Mayor

Jon Nehring, Mayor

ATTEST:

Kristin Banfield, City Clerk

APPROVED AS TO FORM:

Steven J. Peiffle, City Attorney

ATTEST:

Sandy Langdon, City Clerk

APPROVED AS TO FORM:











Grant K. Weed, City Attorney

EXHIBIT 1

(MAP)

Exhibit 1 Proposed UGA Expansion Areas

Legend

-  State Highway
-  State Route
-  Streets
-  Arlington UGA Expansion
-  Arlington City Limits
-  Marysville City Limits
-  Arlington UGA
-  Marysville UGA
-  Arlington Water Service Area
-  Marysville Water Service Area

Streams and waterbodies courtesy of Snohomish County
Dept of Information Systems, December 2009.

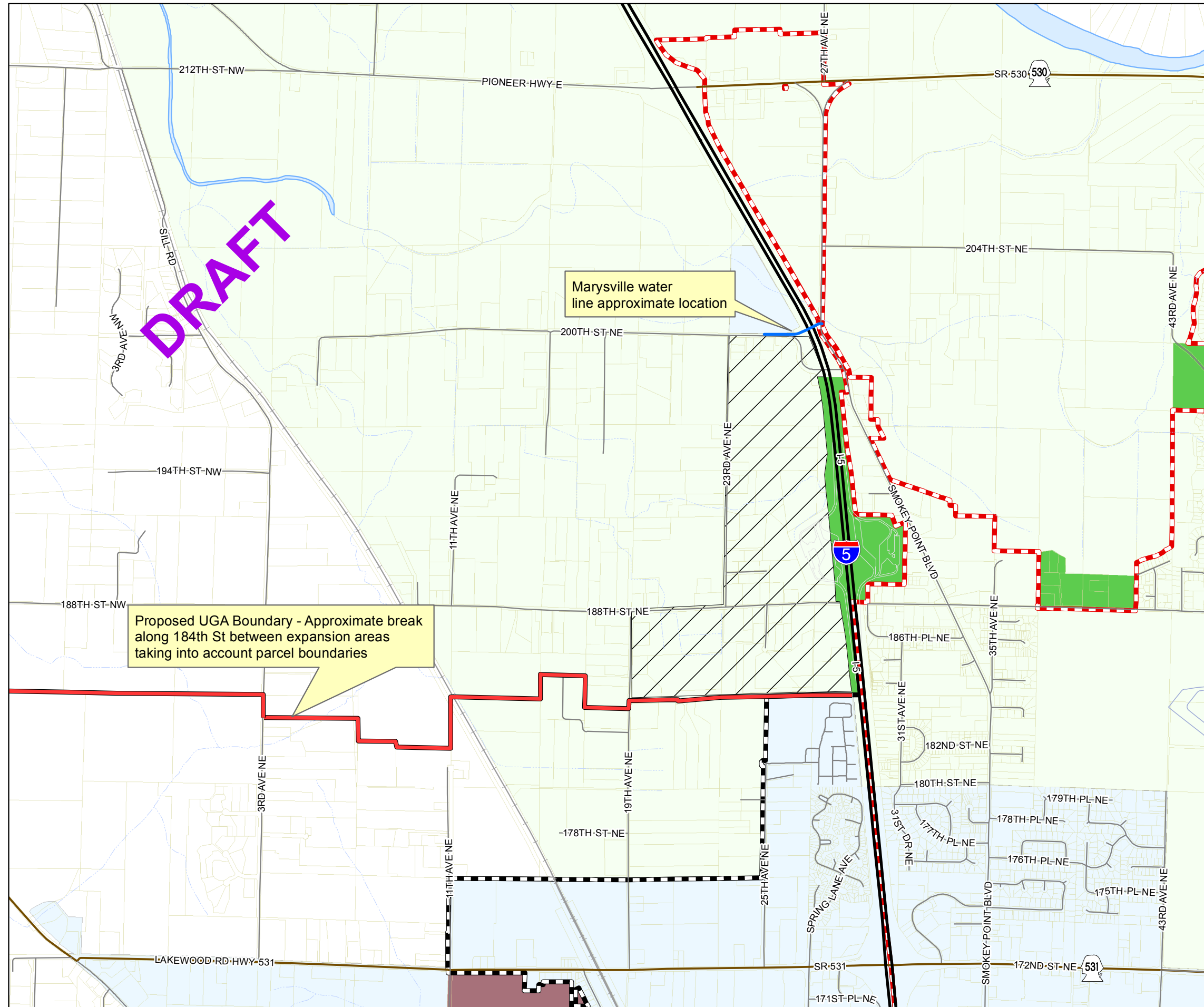
Maps and GIS data are distributed "AS-IS" without warranties of any kind, either express or implied, including but not limited to warranties of suitability for a particular purpose or use. Map data are compiled from a variety of sources which may contain errors and users who rely upon the information do so at their own risk. Users agree to indemnify, defend, and hold harmless the City of Arlington for any and all liability of any nature arising out of or resulting from the lack of accuracy or correctness of the data, or the use of the data presented in the maps.

Scale:
1 in = 1,500 feet

Date:
01/14/2013

File:
ProposedUGA11X17_13.mxd

Drawn by:
kdh



DRAFT

Marysville water line approximate location

Proposed UGA Boundary - Approximate break along 184th St between expansion areas taking into account parcel boundaries