

**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: 12/12/16**

<b>AGENDA ITEM:</b>	
Waste Management Solid Waste Collection Agreement	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Gloria Hirashima, Chief Administrative Officer	
<b>DEPARTMENT:</b>	
Executive	
<b>ATTACHMENTS:</b>	
<ol style="list-style-type: none"> <li>1. Solid Waste Collection Agreement</li> <li>2. First Amendment to Curbside Collected Recyclables, Curbside Collected Yard Waste, Multifamily and Commercial Collection, Processing, Marketing and Disposal Services</li> </ol>	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
<b>SUMMARY:</b>	

The City of Marysville annexed the Central Marysville Annexation on December 30, 2009. Waste Management currently provides solid waste services within the annexed territory. The City of Marysville and Waste Management have negotiated the attached service transfer agreement that would provide for a 5 year franchise to enable Waste Management to continue solid waste collection until December 31, 2021. This agreement provides that Waste Management will continue to charge rates authorized by WMW’s G-237 service territory in Snohomish County (the “WUTC Tariff”). Increases or decreases to the rates and charges will be as allowed under the WUTC Tariff. This is consistent with their current rate structure for the annexed territory.

Attachment 2 relating to Recyclables, revises language in our current agreement commencing 8/30/12 to provide for “written mutual agreement” of the City and Contractor to extend the current Contract for two additional years.

**RECOMMENDED ACTION:** Staff Recommends that Council approve the Solid Waste Collection Agreement and the First Amendment to Curbside Collected Recyclables, Curbside Collected Yard Waste, Multifamily and Commercial Collection, Processing, Marketing and Disposal Services

**FIRST AMENDMENT TO  
CURBSIDE COLLECTED RECYCLABLES, CURBSIDE COLLECTED YARD WASTE,  
MULTIFAMILY AND COMMERCIAL COLLECTION, PROCESSING, MARKETING  
AND DISPOSAL SERVICES AGREEMENT**

THIS FIRST AMENDMENT TO CURBSIDE COLLECTED RECYCLABLES, CURBSIDE COLLECTED YARD WASTE, MULTIFAMILY AND COMMERCIAL COLLECTION, PROCESSING, MARKETING AND DISPOSAL SERVICES AGREEMENT (“First Amendment”) is entered into as of \_\_\_\_\_, 2016 (“Effective Date”) by and between the City of Marysville (“City”) and Waste Management of Washington, Inc. (“Contractor”).

**RECITALS**

A. City and Contractor are parties to that certain Curbside Collected Agreement (the “Agreement”), under which Contractor shall provide services commencing on August 30, 2012 and

B. City and Contractor now desire to amend the Agreement.

**AGREEMENT**

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

1. Term. Section 1.1 is hereby amended as follows (additions in underline and deletions in ~~striketrough~~):

The term of the Contract shall commence on August 30, 2012 and end on August 29, 2021, unless extended ~~at the option~~ by written mutual agreement of the City and Contractor for two additional years. During the said term, Contractor hereby agrees and covenants for the considerations stated herein, to provide recycling in the City of Marysville, including all work incidental thereto, in accordance with the specific terms and for the considerations set forth in the following specific documents, all of which are specifically incorporated into this Contract and made a part hereof.

2. Full Force and Effect. Except as otherwise provided in this First Amendment, all other terms and provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this First Amendment is effective as of the Effective Date.

**CITY OF MARYSVILLE**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney

**WASTE MANAGEMENT OF WASHINGTON, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**SOLID WASTE COLLECTION AGREEMENT  
(Annexation Transition RCW 35.13.280)**

**City of Marysville Annexation**

This Solid Waste Collection Agreement (“Agreement”) is made and entered into between WASTE MANAGEMENT OF WASHINGTON, INC. (“WMW”) and the CITY OF MARYSVILLE, WASHINGTON (“City”). The parties shall be collectively referred to herein as the “Parties” and individually as a “Party”, unless specifically identified otherwise. This Agreement shall be effective January 1, 2017. The Parties agree as follows.

**RECITALS**

**WHEREAS** by Ordinance No. 2792, dated December 30, 2009 (the “Ordinance”) and attached hereto as Exhibit A, the City has annexed certain territory identified in the Ordinance and commonly referred to as the Central Marysville Annexation;

**WHEREAS** the Central Marysville Annexation is referred to herein as the “Annexed Territory”;

**WHEREAS** WMW holds Certificate No. G-237 issued by the Washington Utilities and Transportation Commission (“WUTC”) for the Collection of Solid Waste in certain areas in Washington State, including within Snohomish County and in the Annexed Territory;

**WHEREAS** under RCW 35.13.280, the WUTC regulates the Collection of Solid Waste within the Annexed Territory until such time as the City notifies the WUTC, in writing, of its decision to contract for Solid Waste Collection or provide Solid Waste Collection itself pursuant to RCW 81.77.020;

**WHEREAS** the City desires to undertake the Collection of Solid Waste, as defined in Legislation WAC 173-350-100, from residents and businesses within the Annexed Territory;

**WHEREAS** in lieu of the requirement by RCW 35.13.280 to grant to WMW a franchise for the Collection of Solid Waste in the Annexed Territory for a term of not less than SEVEN (7) years, the Parties agree to a 5-year franchise and waive any claims for measureable damages by entering into this Agreement for WMW’s exclusive right to collect solid waste from residential and commercial customers within the Annexed Territory during the Transition Period (as defined herein); and

**WHEREAS** the Parties wish to enter into this Agreement setting forth the terms and conditions governing WMW’s Solid Waste Collection within the Annexed Territory during the Transition Period.

**TERMS AND CONDITIONS**

**1. The “Transition Period”.** The Parties agree that the “Transition Period” shall commence on the Effective Date and shall terminate on December 31, 2021, unless extended by written agreement of the Parties. The Parties agree and acknowledge that the Transition Period is shorter than the 7-year franchise period required under RCW 35.13.280 in order to reach a mutually agreeable outcome for both Parties.

**2. Grant of Exclusive Franchise.** The City hereby grants to WMW the exclusive right and obligation to collect Solid Waste from residential and commercial customers within the Annexed Territory during the Transition Period (hereinafter the "Collection Services"). Roll Off Services are specifically excluded from this Agreement. During the Transition Period, the City agrees that, it shall not contract for Collection Services or provide Collection Services within the Annexed Territory. Any new units added to the existing Annexed Territory shall be governed by this Agreement.

**3. Rates and Compensation.** WMW shall be compensated for the Collection Services hereunder by charging its residential and business customers within the Annexed Territory the same rates and charges authorized under the tariffs approved by the WUTC for WMW's customer's located within WMW's G-237 service territory in Snohomish County (the "WUTC Tariff"), subject to the following adjustments:

3.1. WMW shall increase the rates and charges to include any taxes, fees, or charges applicable to WMW's Collection Services within the Annexed Territory that are not otherwise included within the WUTC Tariff; and

3.2. WMW shall decrease the rates and charges to exclude any taxes, fees, or charges that are included in the WUTC Tariff, but are not applicable to WMW's Collection Services within the Annexed Territory.

**4. Notification of Taxes, Fees, and Other Charges.** If, as a result of the City's annexation of the Annexed Territory, the City imposes any taxes, fees, or charges on WMW's Collection Services within the Annexed Territory, the City shall notify WMW of such taxes, fees, or other charges.

**5. Revisions to WUTC Tariffs.** Nothing in this Agreement is intended to restrict or prohibit WMW from seeking approval from the WUTC for new and/or revised WUTC Tariffs applicable to Solid Waste Collection within its Certificate No. G-237 territory in Snohomish County. In the event that the WUTC approves revisions to WMW's WUTC Tariff, WMW shall adjust the rates and charges applicable to the Collection Services within the Annexed Territory.

**6. Additional Services.** If the City elects to offer additional Solid Waste Collection services to residential and commercial customers within the Annexed Territory, the City shall notify WMW in writing of the additional services requested, and WMW shall have the right to provide such additional services during the Transition Period. If WMW elects to provide such additional services, WMW shall notify the City in writing within THIRTY (30) days of receipt of the City's notice and shall offer such services either

6.1. consistent with the rates under its WUTC Tariff; or

6.2. if WMW does not offer similar services under its WUTC Tariff, pursuant to written agreement between the Parties.

If WMW either (a) notifies the City in writing of its decision not to provide such additional services, or (b) fails to notify the City in writing within THIRTY (30) days of receipt of the City's notice, the City may contract for those services or provide those services itself within the Annexed Territory

**7. Billing.** WMW shall be responsible for billing its residential and commercial customers within the Annexed Territory for the Collection Services. WMW shall bill its customer consistent with the WUTC procedures in WAC 480-70-396 through WAC 480-70-416.

**8. Delinquent Accounts and Refusal of Service.** WMW shall have and retain all rights authorized by law to collect delinquent accounts (as defined WAC 480-70-396), including, but not limited to, the right to cancel Collection Services for any of the reasons under WAC 480-70-376(1). WMW shall have and retain all rights authorized by law to refuse or cancel service to a customer, including the right to refuse or cancel service for any reason under WAC 480-70-366(2).

**9. Collection Service Requirements.** Except as otherwise stated herein or unless inconsistent with any provision herein, WMW shall provide the Collection Services consistent with the requirements of Chapter 480-70 WAC and WMW's WUTC Tariff.

**10. Transition of WMW's Collection Services to City.** After the end of the Transition Period,

10.1. the City shall assume full responsibility for Solid Waste Collection within the Annexed Territory as authorized under RCW 81.77.020, either by contracting for Solid Waste Collection or provide Solid Waste Collection itself;

10.2. unless otherwise agreed to in writing by the Parties, WMW shall have no further obligation or right under this Agreement to provide the Collection Services within the Annexed Territory;

10.3. WMW waives all claims under RCW 35.13.280 to enter into a franchise to continue its Solid Waste Collection business within the Annexed Territory; and

10.4. WMW waives all claims under RCW 35.13.280 to any measurable damages resulting from the cancellation of its Solid Waste Collection business within the Annexed Territory.

Upon request of the City, the Parties shall meet prior to the end of the Transition Period to plan for the transition of the Collection Services within the Annexed Territory. WMW shall cooperate with the City by providing all reasonably necessary information required by the City to allow for an orderly transition of the Collection Services from WMW to the City or its contractor. Such information shall include service account addresses, billing addresses, current service levels, frequency and types of services, customer container sizes, and other similar information requested by the City and reasonably necessary to the transition of service.

**11. Required Notices to WUTC.** The City shall be responsible for submitting any and all notices to the WUTC of its decision to contract for Solid Waste Collection or provide Solid Waste Collection itself within the Annexed Territory pursuant to RCW 81.77.020. As required by WAC 480-70-141(3), WMW shall be responsible for notifying the WUTC that WMW and the City have entered into this Agreement, including submission of this executed Agreement to the WUTC.

**12. Cooperation in Execution of Documents.** The Parties agree cooperate in preparing, executing, and delivering any and all additional documents that may be necessary to render this

Agreement legally and practically effective, provided, however, that this provision shall not require the execution of any document that expands, alters or in any way changes the terms of this Agreement.

**13. Insurance.** WMW shall maintain throughout the term of this Contract the following types of coverage with limits that are required by appropriate regulatory agencies or the following, whichever are greater:

13.1. Minimum Scope of Insurance. WMW shall obtain insurance of the types described below:

(a) Automobile liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

(b) Commercial general liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, personal injury and advertising injury. There shall be no endorsement or modification of the Commercial General Liability Insurance for liability arising from explosion, collapse, or underground property damage. City shall be named as an additional insured under WMW's commercial general liability insurance policy with respect to the work performed for City.

(c) Pollution legal liability covering sudden, nonsudden and accidental occurrences at facilities owned or operated by Contractor; written on a claims made basis

(d) Workers' compensation coverage as required by the industrial insurance laws of the State of Washington.

(e) Commercial Umbrella Liability Insurance. This Umbrella Liability Insurance shall apply above, and be at least as broad in coverage scope, as the Contractor's Commercial General Liability and Automobile Liability Insurance.

13.2. Minimum Amounts of Insurance. WMW shall maintain the following insurance limits:

(a) Automobile liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

(b) Commercial general liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate, and a \$2,000,000 products-completed operations aggregate limit.

(c) Pollution Legal Liability, \$10,000,000 each incident.

(d) Employer's Liability, \$1,000,000 per occurrence.

(e) Commercial Umbrella Liability Insurance with limits of \$5,000,000 each occurrence.

13.3. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for all insurance except workers' compensation:

(a) WMW's insurance coverage shall be primary insurance with respect to City. Any insurance, self-insurance, or insurance pool coverage maintained by City shall be excess of WMW's insurance and shall not contribute with it.

(b) Such coverage and policies shall not be cancelled without providing City thirty (30) days advance written notice.

(c) City shall be named as an additional insured.

13.4. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

13.5. Evidence of Coverage. As evidence of the insurance coverages required by this Agreement, WMW shall furnish acceptable insurance certificates to City at the time WMW returns the signed Agreement and, during the remaining term of this Agreement, within a reasonable time after a request for such certificates by the City. The certificate shall specify all of the parties who are additional insureds, and will include applicable policy endorsements. Insuring companies or entities are subject to City acceptance. WMW shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

**14. Indemnification.** WMW shall, at its sole expense, defend, indemnify and hold harmless City and its officers, agents, and employees, from any and all claims, actions, suits, liability, loss, costs, attorney's fees and costs of litigation, expenses, injuries, and damages of any nature whatsoever relating to or arising out of the wrongful or negligent acts, errors or omissions in the Collection Services provided by WMW, WMW's agents, subcontractors, subconsultants and employees to the fullest extent permitted by law, subject only to the limitations provided below.

14.1. WMW's duty to defend, indemnify and hold harmless City shall not apply to liability for damages caused by or resulting from the sole negligence of City or City's agents or employees.

14.2. WMW's duty to defend, indemnify and hold harmless City against liability for damages caused by the concurrent negligence of (a) City or City's agents or employees, and (b) WMW, WMW's agents, subcontractors, subconsultants and employees, shall apply only to the extent of the negligence of WMW, WMW's agents, subcontractors, subconsultants and employees.

14.3. WMW's duty to defend, indemnify and hold City harmless shall include, as to all claims, demands, losses and liability to which it applies, City's personnel-related costs, reasonable attorneys' fees, and the reasonable value of any services rendered by the office of the City Attorney, outside consultant costs, court costs, fees for collection, and all other claim-related expenses.



14.4. WMW specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW. These indemnification obligations shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under workers' compensation acts, disability benefit acts, or other employee benefits acts. Provided, that WMW's waiver of immunity by the provisions of this paragraph extends only to claims against WMW by City, and does not include, or extend to, any claims by WMW's employees directly against WMW.

14.5. WMW hereby certifies that this indemnification provision was mutually negotiated.

**15. Force Majeure.** If either Party is prevented from or delayed in performing its duties under this Agreement by circumstances beyond its control, whether or not foreseeable, including, without limitation, fires, typhoons, hurricanes, severe weather, floods, volcanic eruptions, pandemics, quarantines, war, civil disturbances, acts of terrorism, labor disputes, strikes, acts of God, or threats of such circumstances, or any future laws, rules, regulations, orders, or acts of any local, state, federal, or provincial government ("Force Majeure"), then the affected Party shall be excused from performance hereunder during the period of such disability. The Party claiming Force Majeure shall promptly notify the other Party when it learns of the existence of a Force Majeure condition and when the Force Majeure condition has terminated. Notwithstanding anything in this Agreement to the contrary, the term "Force Majeure" does not include and a Party shall not be excused from performance under this Agreement for events relating to increased costs, including, without limitation, increased costs of fuel, labor, insurance or other expenses of performing the Services hereunder.

**16. Successors and Assigns.** Neither Party shall assign this Agreement without the prior written consent of the other Party, except that WMW may assign this Agreement to any subsidiary, parent or affiliated company without the other Party's consent. If this Agreement is assigned as provided above, it shall be binding on and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

**17. Notice.** Any notice required or permitted hereunder shall be in writing (including, without limitation, by facsimile transmission) and sent to the address shown below:

If to WMW:	<u>Waste Management of Washington, Inc. 720 Fourth Avenue, Suite 400 Kirkland, WA 98033-8136 Director of Public Sector</u>	If to City:	<u>City of Marysville 1049 State Avenue Marysville, WA 98270</u>
Attention:	<u>Solutions</u>	Attention:	<u>Chief Administrative Officer</u>

**18. Alternative Dispute Resolution/Legal Fees.** Any dispute, controversy or claim arising out of or relating to this Agreement, including any question regarding breach, termination or invalidity thereof shall be resolved by arbitration (unless both Parties agree to mediation) in City of Marysville, Washington or such other location as agreed to by the Parties, and in accordance with the American Arbitration Association or Judicial Dispute Resolution rules

which are deemed to be incorporated by reference in this clause. The maximum number of arbitrators shall be one in any claim, suit, action or other proceeding relating in any way to this Agreement or any claims arising out of this Agreement, except as otherwise agreed to by the Parties. Other than mediation costs, in the event any arbitration or legal action is taken by either Party against the other to enforce any of the terms and conditions of this Agreement, it is agreed that the unsuccessful Party to such action shall pay to the prevailing Party therein all court and/or arbitration costs, reasonable attorney's fees and expenses incurred by the prevailing Party.

**19. Entire Agreement; Amendment.** This Agreement constitutes the entire agreement among the Parties concerning the subject matter hereof and supersedes all previous correspondence, communications, agreements and understandings, whether oral or written among the Parties. This Agreement may not be modified, in whole or in part, except upon unanimous approval of the Parties and by a writing signed by all the Parties.

**20. Advice of Counsel.** This Agreement was negotiated at arms-length with each Party receiving advice from independent legal counsel. It is the intent of the Parties that no part of this Agreement be construed against either of the Parties because of the identity of the drafter.

**21. No Third Party Beneficiaries.** This Agreement is made solely and specifically among and for the benefit of the Parties hereto, and their respective successors and assigns, and no other person will have any rights, interest, or claim hereunder or be entitled to any benefits under or on account of this Agreement, whether as a third party beneficiary or otherwise.

**22. Construction.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision in this Agreement and this Agreement shall be construed as if the invalid illegal, or unenforceable provision had never been contained in it.

**23. Governing Law.** This Agreement, and all amendments or supplements thereto, shall be governed by and construed in accordance with the laws of the State of Washington.

**24. Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

\* \* \*

**IN WITNESS WHEREOF,** the Parties enter into this Agreement. Each person signing this Agreement represents and warrants that he or she has been duly authorized to enter into this Agreement by the Party on whose behalf it is indicated that the person is signing.

**CITY OF MARYSVILLE**

**WASTE MANAGEMENT OF  
WASHINGTON, INC.**

By: \_\_\_\_\_  
Name: Jon Nehring  
Title: Mayor  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**ATTEST**

By: \_\_\_\_\_  
Name: April O'Brien  
Title: Deputy City Clerk

**APPROVED AS TO FORM:**

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Name: Jon Walker  
Title: City Attorney

By: \_\_\_\_\_  
Name: Andrew M. Kenefick  
Title: Senior Legal Counsel

Attachment:  
Exhibit A - Ordinance No. 2792

**EXHIBIT A – Ordinance No. 2792**

CITY OF MARYSVILLE  
Marysville, Washington

ORDINANCE NO. 2792

AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON, ANNEXING THE AREA KNOWN AS THE "CENTRAL MARYSVILLE ANNEXATION" INTO THE CITY BY THE INTERLOCAL AGREEMENT METHOD OF ANNEXATION SET FORTH IN RCW 35A.14.460; PROVIDING FOR THE ASSUMPTION OF INDEBTEDNESS AND ZONING REGULATION, PROVIDING FOR NOTICE OF THE ANNEXATION TO BE PUBLISHED, AND PROVIDING FOR THE EFFECTIVE DATE OF THE ANNEXATION.

WHEREAS, pursuant to RCW 35A.14.460, and Marysville Resolution No. 2251, the Councils of Snohomish County ("County") and the City of Marysville ("City") have initiated an annexation process for the unincorporated territory mapped and legally described in the attached Exhibit 1 ("territory"), commencing negotiations for an interlocal agreement as provided in Chapter 39.34 RCW, which interlocal agreement describes the boundaries of the territory to be annexed and is attached hereto as Exhibit 2 ("Agreement"); and

WHEREAS, the territory proposed for annexation is within the Marysville urban growth area designated under RCW 36.70A.110, and at least sixty percent of the boundaries of the territory is contiguous to the City of Marysville; and

WHEREAS, the County and City, on July 13, 2009, held a joint public hearing, before adopting the Agreement and have jointly published the Agreement at least once a week for two weeks before the date of the hearing(s) in one or more newspapers of general circulation within the territory proposed for annexation; and

WHEREAS, the County and City have each approved and executed the Agreement and have complied with all requirements of Ch. 39.34, the Interlocal Cooperation Act; and

WHEREAS, pursuant to RCW 35A.14.001 and Ch. 36.93 RCW, on August 18, 2009, a notice of intention was filed with the Boundary Review Board, and on October 2, 2009, the 45-day review period for the Boundary Review Board expired with no request for review having been filed; and

WHEREAS, the City Council has determined that the annexation ordinance should provide for assumption of outstanding indebtedness and adoption of a proposed zoning regulation; and

WHEREAS, the annexation is exempt from compliance with the State Environmental Policy Act (SEPA) under RCW 43.21C.222, but the City has complied with SEPA with regard to adopting the proposed zoning regulation, which is not exempt from SEPA, by issuing Addendum No. 17 to the Final Environmental Impact Statement for the City of Marysville Comprehensive

Plan, on July 10, 2009, in accordance with WAC 197-11-625; and

WHEREAS, on September 9, 2009 the Marysville Planning Commission held public hearings on the proposed zoning regulation for the Central Marysville Annexation; and

WHEREAS, on September 28, 2009, and on November 2, 2009, the Marysville City Council held public hearings on the proposed zoning regulation, after providing the required public notice, as provided in RCW 35A.14.340, and adopted Ordinance No. 2789, which zoned the annexation area consistent with the Comprehensive Plan; and

WHEREAS, pursuant to RCW 82.14.415, the City Council intends to adopt an ordinance imposing a sales and use tax, to be collected from those persons who are taxable by the state under chapters 82.08 and 82.12 RCW upon the occurrence of any taxable event within the City, based on the Council's determination that the projected cost to provide municipal services to the annexation territory exceeds the projected general revenue that the City would otherwise receive from the annexation territory on an annual basis;

NOW THEREFORE,

THE CITY COUNCIL OF THE CITY OF MARYSVILLE, WASHINGTON DO  
ORDAIN AS FOLLOWS:

Section 1. Annexation. The property mapped and legally described in the attached Exhibit 1 is hereby annexed into the City of Marysville pursuant to the interlocal agreement attached hereto as Exhibit 2. The annexation shall be effective on the effective date of this ordinance.

Section 2. Indebtedness. Except for any bonded indebtedness established by Snohomish County, the annexed properties shall be assessed and taxed at the same rate and on the same basis as property in the City of Marysville to pay for outstanding indebtedness at the date of annexation.

Section 3. Zoning Regulation. Said annexed property shall be subject to the City of Marysville Comprehensive Plan and Zoning Code (Title 19 MMC) and shall be designated in the Official Zoning Map as set forth in Ordinance No. 2789.

Section 4. Notice. Notice of the effective date of the annexation, together with a description of the property to be annexed, shall be published at least once each week for two weeks subsequent to passage of this ordinance, in one or more newspapers of general circulation within the City and in one or more newspapers of general circulation within the annexed territory. The notice shall include a statement that the annexation ordinance provides for assumption of outstanding indebtedness and adoption of the zoning regulation.

Section 5. Effective Date and Publication. A summary of this ordinance consisting of its title shall be published in the official newspaper of the City. This ordinance shall take effect at 12:01 a.m. on December 30, 2009.

PASSED by the City Council and APPROVED by the Mayor this 9<sup>th</sup> day of November, 2009.

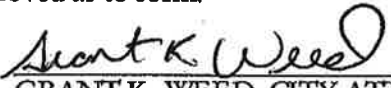
CITY OF MARYSVILLE

By:   
DENNIS KENDALL, MAYOR

Attest:

By:   
TRACY JEFFRIES, CITY CLERK

Approved as to form:

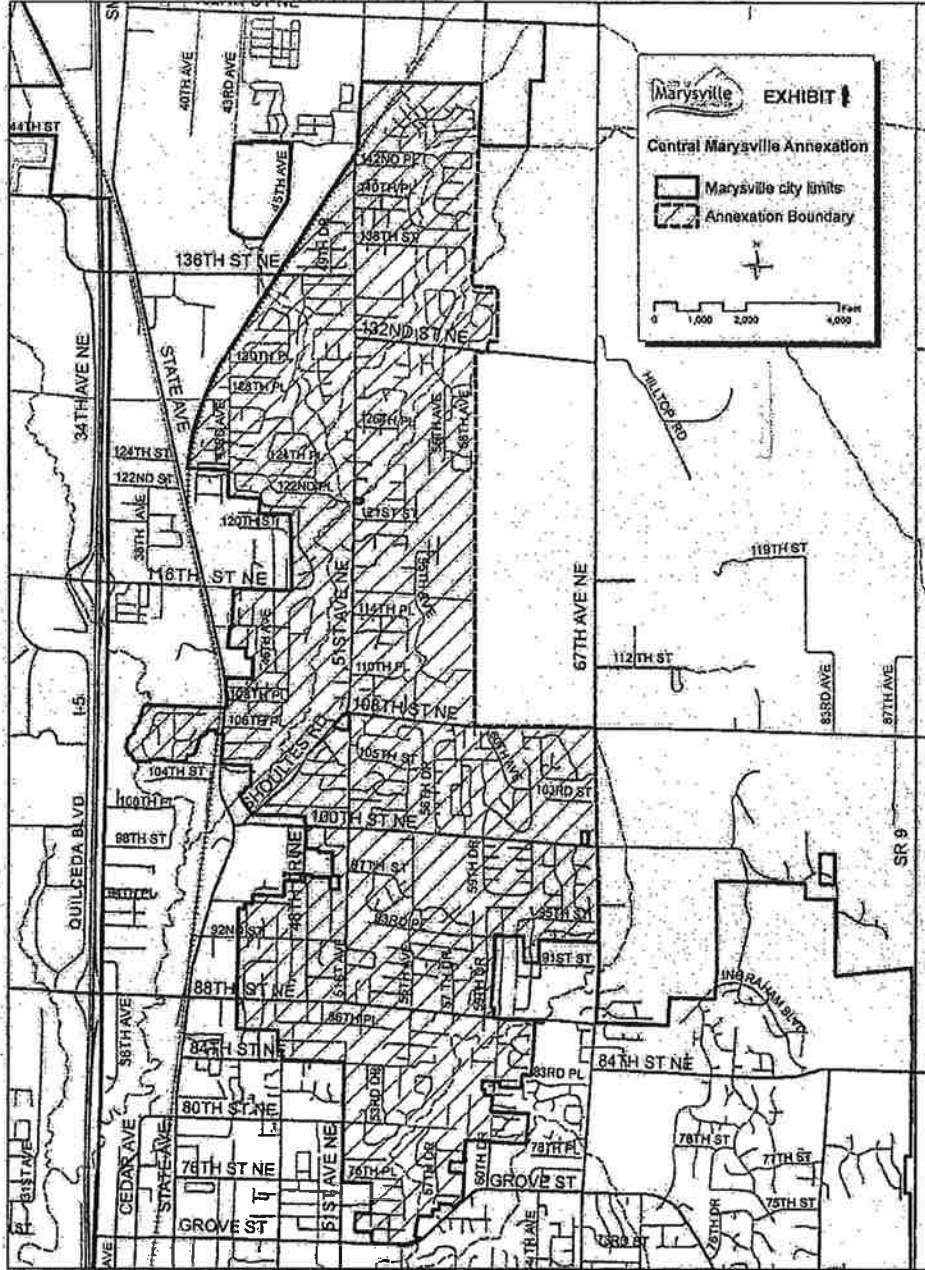
By:   
GRANT K. WEED, CITY ATTORNEY

1<sup>st</sup> Date of Publication: 11/11/09

2<sup>nd</sup> Date of Publication: 11/18/09

Effective Date: December 30, 2009

# EXHIBIT 1





CENTRAL MARYSVILLE ANNEXATION

Beginning at the center of Section 34, Township 31 North, Range 5 East, W.M., said point being on the west boundary of that Annexation approved on May 3, 1999 under the City of Marysville Ordinance No. 2252;

Thence southerly along the quarter section line on the west boundary of said Annexation, Ord. No 2252 and also the east boundary of the Plat of Timberbrook No. 3 as recorded in Book 33, Page 40, records of Snohomish County, Washington, and also along the east boundary of the Plat of Heather Glen as recorded in Book 28, Page 70, records of Snohomish County, Washington, and also along the east boundary of the Plat of Martinwood as recorded in Book 48, Page 177, records of Snohomish County, Washington, to the north quarter corner of Section 3, Township 30 North, Range 5 East, W.M. and the northeast corner of the Plat of Meadowcreek Park East as recorded in Book 58, Page 241, records of Snohomish County, Washington;

Thence southerly along the east boundary of said plat of Meadowcreek Park East to the southeast corner thereof;

Thence westerly along the south boundary of said plat of Meadowcreek Park East to the northeast corner of the Plat of Shoultes Addition No. 2 as recorded in Book 21, Page 123, Records of Snohomish County, Washington;

Thence southerly along the east boundary of said Plat of Shoultes Addition No. 2 and its southerly extension to a point on the north boundary of the Plat of Heritage as recorded in Book 37, Page 234, Records of Snohomish County, Washington;

Thence easterly along the north boundary of said Plat of Heritage to the northeast corner thereof; Thence southerly along the east boundary of said Plat of Heritage and also along the east boundary of the Plat of Meadow Park as recorded in Book 31, Page 19, Records of Snohomish County, Washington, to the southeast corner of Lot 10 of said Plat of Meadow Park; Thence westerly along the south boundary of said Lot 10 and Lot 9 to the southwest corner of Lot 8 of said Plat of Meadow Park;

Thence southerly along the east boundary of lots 7 and 6 of said Plat of Meadow Park and its southerly extension to the south margin of 132nd Street Northeast;

Thence westerly along the south margin of 132<sup>nd</sup> Street Northeast to the east margin of 58<sup>th</sup> Avenue Northeast and also the east boundary of the Plat of Ottercreek Division 2 as recorded under Auditor's File Number 9807225002, Records of Snohomish County, Washington, and also the east line of the southwest quarter of Section 3, Township 30 North, Range 5 East, W.M.;

Thence southerly along the east boundary of said Plat of Ottercreek Division 2 and the east boundary of the Plat of Ottercreek Division 4 as recorded under Auditor's File Number 9811105005, Records of Snohomish County, Washington, to a point on the south line of said Section 3 which point lies 16.52 feet east of the south quarter corner of said Section 3;

Thence westerly along the south boundary of said Plat of Ottercreek Division 4 to the northeast corner of the Plat of Meadows At Two Cedars Division 1 as recorded under Auditor's File Number 200710105334, and the south quarter corner of said Section 3;

Thence southerly along the east boundary of said Plat of Meadows At Two Cedars Division 1 and also along the east boundary of Pacific Meadows Division 2 as recorded under Auditor's File Number 200707115114, and also along the east boundary of the Plat of Pacific Meadows Division 1 as recorded under Auditor's File Number 200707115113, Records of Snohomish County Washington, and also the east line of the northwest quarter of Section 10, Township 30 North, Range 5 East, W.M., to the center of said Section 10;

Thence continue southerly along the quarter section line of said Section 10 to the north margin of 108<sup>th</sup> Street Northeast;

Thence easterly along said north margin of 108<sup>th</sup> Street Northeast to the east margin of 67<sup>th</sup> Avenue Northeast;

Thence southerly along said east margin of 67<sup>th</sup> Avenue Northeast to the northeast corner of that Annexation approved on January 8, 2007 under City of Marysville Ordinance No. 2681, said point being on the easterly projection of the south boundary of the Plat of Cedar Grove as filed under Auditor's File No. 9708205008, Records of Snohomish County, Washington;

Thence westerly along the north boundary of said Annexation and along the said south boundary of the Plat of Cedar Grove to the southwest corner of said Plat, and the northwest corner of said Annexation, being a point on the east boundary of the Plat of Caravelle as recorded in Book 32, Page 89 of Plats, Records of Snohomish County, Washington;

Thence southerly along the west boundary of said Annexation, Ordinance No. 2681, and the east boundary of said Plat of Caravelle, to the north boundary of that Annexation approved on June 15, 1987 under City of Marysville Ordinance No. 1540, being the southeast corner of said Plat of Caravelle;

Thence westerly along the north boundary of said Annexation, Ordinance No. 1540, and the south boundary of said Plat to the east boundary of that Annexation approved on November 1, 2005 under City of Marysville Ordinance No. 2592, being the southwest corner of said Plat of Caravelle;

Thence northerly along the east boundary of said Annexation, Ordinance No. 2592, and the west boundary of said Plat of Caravelle to the northeast corner of said Annexation, being the northeast corner of Lot 37 of the Plat of Roncrest as recorded under Auditor's File Number 1987856; Records of Snohomish County, Washington;

Thence westerly along the north boundary of said Annexation, Ordinance No 2592, to the northwest corner of said Lot 37;

Thence westerly to the southeast corner of Lot 29 of said Plat of Roncrest;

Thence continue westerly along the north boundary of said Annexation being the north margin of 93<sup>rd</sup> Place Northeast to the southwest corner of Lot 15 of said Plat of Roncrest being the northwest corner of said Annexation;

Thence southerly to the northwest corner of Lot 16 of said Plat of Roncrest;

Thence southerly along the westerly lines of Lots 16 through 21 and Lots 44 through 56 of said Plat to the most westerly angle point in Lot 56 of said Plat;

Thence easterly along said Plat line to the most easterly west line of said Lot 56;

Thence southerly along the westerly line of Lots 56 and 57 of said Plat and it's southerly extension to the south margin of 88<sup>th</sup> Street Northeast being the southwest corner of said Annexation;

Thence easterly along the south boundary of said Annexation, Ordinance No. 2592, and the south margin of said 88<sup>th</sup> Street Northeast to the southerly projection of Lot 71 of said Plat of Roncrest, being a corner of that Annexation approved on June 8, 1987 under City of Marysville Ordinance No. 1540;

Thence continue easterly along said south margin of 88<sup>th</sup> Street Northeast to the west line of the southeast quarter of the northeast quarter of Section 22, Township 30 North, Range 5 East, W.M.;

Thence southerly along the west line of said southeast quarter of the northeast quarter and along the west line of said Annexation, Ordinance No. 1540, to the southwest corner of said southeast quarter of the northeast quarter; said point being on the north line of the plat of Cedarcrest Vista East Div. 2 as recorded in Volume 63 of Plats, Page 153, Records of Snohomish County, Washington;

Thence westerly, along the south line of the southwest quarter of the northeast quarter of said Section 22, a distance of 13.20 feet to the southeast corner of the Plat of Mercury Manor, as recorded under Auditor's File No. 2054261, Records of Snohomish County, Washington;

Thence continue westerly, along the south line of said Plat to the northeast corner of the Plat of Hilton's Homesites, as recorded under Auditor's File Number 1281499, Records of Snohomish County, Washington, being the northwest corner of that Annexation approved on August 28, 1989 under City of Marysville Ordinance No. 1714;

Thence southerly along the east line of said Plat and along the west line of said Annexation to the southeast corner of said Plat;

Thence westerly, along the south line of said Plat and along the northerly line of that Annexation approved on July 26, 2004 under City of Marysville Ordinance No. 2534, to the southeast corner of Lot 12 of said Plat;

Thence northerly along the east line of said Lot 12 and along said Annexation boundary to the northeast corner of said Lot 12;

Thence westerly along the north line of said Lot 12 and its westerly projection and along said Annexation boundary to the east line of Lot 6, Block 1 of the Plat of Kellogg Marsh Five Acre Tracts, as recorded in Volume 10 of Plats, Page 16, Records of Snohomish County, Washington;

Thence southerly along the east line of said Lot 6, Block 1, to the south line of the north 185 feet of said Lot 6;

Thence westerly parallel with the north line of said Lot 6 and along said Annexation boundary to the northwest corner of Short Plat No. PFN 02-110373 SP as recorded under Auditor's File Number 200402205232, Records of Snohomish County, Washington;

Thence southerly along the west line of said Short Plat and along the west line of said Annexation to the southwest corner of said Short Plat;

Thence easterly along the south line of said Short Plat and along the north line of Lot 5, Block 1 of said Plat of Kellogg Marsh Five Acre Tracts to the west line of the east 190 feet of said Lot 5, Block 1;

Thence southerly parallel with the east line of said Lot 5 to the north line of the south 75 feet of the north half of said Lot 5;

Thence easterly along said line and along said Annexation boundary to the east line of said Lot 5;

Thence southerly along the east line of Lot 5 and Lot 4 of said Plat and along the west line of that Annexation approved on July 9, 2001 under City of Marysville Ordinance No. 2380 to the westerly projection of the north line of the Plat of Heritage Place as recorded in Volume 45 of Plats, Page 208, Records of Snohomish County, Washington, also being the southwest corner of said Annexation;

Thence easterly along the north line of said Plat and its westerly projection and along the south line of said Annexation to the northeast corner of said Plat;

Thence southerly along the east line of said Plat and the east line of the Plat of Sau-tum as recorded under Auditor's File Number 12553950, Records of Snohomish County, Washington, and along the westerly line of that Annexation approved on October 22, 1990 under City of Marysville Ordinance No. 1803 to the southeast corner of said Plat of Sau-tum;

Thence westerly along the south line of said Plat and along the northerly line of that Annexation approved on September 14, 1992 under City of Marysville Ordinance No. 1905 to the east line of Lot 2, Block 1, of said Plat of Kellogg Marsh Five Acre Tracts being the northwest corner of said Annexation;

Thence northerly along the east line of said Lot 2, Block 1 to the northeast corner of said Lot 2 being the northeast corner of that Annexation approved on September 13, 2004 under City of Marysville Ordinance No. 2536;

Thence westerly along the north line of said Lot 2 and its westerly projection and along the north line of said Annexation to the northerly projection of the east line of Lot 7 of the Plat of Robertson Addition as recorded in Volume 15 of Plats, Page 108, Records of Snohomish County, Washington, and the northwest corner of said Annexation;

Thence southerly along the east lines of Lot 7 and Lot 8 of said Plat and their northerly projections and along the west line of said Annexation to the southeast corner of said Lot 8;

Thence easterly along the easterly projection of the south line of said Lot 8 to the west line of said Plat of Kellogg Marsh Five Acre Tracts;

Thence southerly along the west line of said Plat to the south line of the north 79.00 feet of the north half of the north half of the southeast quarter of the southeast quarter of the southwest quarter of said Section 22, also being the northeast corner of that Annexation approved on April 25, 2005 under City of Marysville Ordinance No. 2577;

Thence westerly along the south line of the said north 79.00 feet and along the north line of said Annexation to the west line of the east half of the north half of the southeast quarter of the southeast quarter of the southwest quarter of said Section 22, and the northwest corner of said Annexation;

Thence southerly along said west line and the west line of said Annexation to the south line of the north half of the southeast quarter of the southeast quarter of the southwest quarter of said Section 22, and the southwest corner of said Annexation;

Thence easterly along said south line and along the south line of said Annexation to the southeast corner of said north half and the southeast corner of said Annexation also being the west line of said Plat of Kellogg Marsh Five Acre Tracts;

Thence southerly along said west line and along the west line of said Annexation No. 2536 to the southwest corner of said Plat, also being the northwest corner of the northeast quarter of said Section 27;

Thence southerly along the west line of said northwest quarter and along the west line of that Annexation approved on May 14, 1984 under City of Marysville Ordinance No. 1358, to the northerly margin of Armar Road (Grove Street);

Thence southwesterly along said northerly margin to the most southerly corner of Lot 19 of the Plat of Linnihan Addition as recorded in Volume 14 of Plats, Page 48, Records of Snohomish County, Washington;

Thence northwesterly along the southwesterly line of said Lot 19 and along the northerly line of that Annexation approved on September 14, 1992 under City of Marysville Ordinance No. 1906, to the most westerly corner of said Lot 19;

Thence westerly along the south line of said Plat and along the northerly line of said Annexation to the northwest corner of Lot 9 of the Plat of Grove Court Phase 2 as recorded under Auditor's File Number 9602125002, Records of Snohomish County, Washington;

Thence southerly along the west line of said Plat 140.00 feet;

Thence westerly along the north line of Lot 8 of said Plat and along the north line of the Plat of Grove Court Phase 1, as recorded under Auditor's File Number 9410255002, Records of Snohomish County, Washington and along the northerly line of said Annexation to the northwest corner of Lot 3 of said Plat;

Thence southerly along the west line of said Lot 3 to the southeast corner of Lot 6 of the Plat of Allen Creek Addition as recorded under Auditor's File Number 1177815, Records of Snohomish County, Washington;

Thence westerly along the south line of said Lot 6 and along said Annexation line to the northwest corner of that Short Plat No. SP PA 9710028, as recorded under Auditor's File Number 200006225006, Records of Snohomish County, Washington;

Thence southerly along the west line of said Short Plat and along the westerly line of said Annexation to the southwest corner of Tract 999 of said Short Plat;

Thence northeasterly, southeasterly and easterly along the south line of Tract 999 and Lot 1 of said Short Plat and along said Annexation line to the northerly margin of Armar Road (Grove Street);

Thence westerly along said northerly margin to the east margin of 53<sup>rd</sup> Avenue Northeast;

Thence northerly along said east margin and along the east line of that Annexation approved on May 11, 1981 under City of Marysville Ordinance No. 1192, to the easterly projection of the south line of Lot 6 of the Plat of Sutherland Half Acre Tracts as recorded in Volume 12 of Plats, Page 6, Records of Snohomish County, Washington;

Thence westerly along the south line of said Lot 6 and its easterly projection and along said Annexation line to the southwest corner of said Lot 6;

Thence northerly along the west line of Lots 1 through 6 of said Plat and along said Annexation line to the northwest corner of said Lot 1;

Thence easterly along the north line of said Lot 1 and said Annexation line to the southeast corner of Lot 7 of the Plat of Kanikeberg Homesites as recorded in Volume 14 of Plats, Page 116, Records of Snohomish County, Washington;

Thence northerly along the east line of said Plat and its northerly projection and along said Annexation line to the north line of the northwest quarter of said Section 27;



Thence westerly along said north line and along said Annexation line to the east margin of 51<sup>st</sup> Avenue Northeast;

Thence northerly along said east margin and along the east line of said Annexation and along the east line of that Annexation approved on April 12, 2004 under City of Marysville Ordinance No. 2510 to the intersection of the north margin of 84<sup>th</sup> Street Northeast and the northerly projection of the east margin of 51<sup>st</sup> Avenue Northeast, being the northeast corner of said Annexation, Ordinance No. 2510;

Thence westerly along said north margin of 84<sup>th</sup> Street Northeast and the north line of said Annexation to the southeast corner of Lot 6 of the Plat of Marysville Garden Tracts, as recorded in Volume 11 of Plats, Page 73, Records of Snohomish County, Washington, also being the southeast corner of that Annexation approved on October 10, 1994 under City of Marysville Ordinance No. 2006;

Thence northerly along the east line of said Lot 6 and the east line of said Annexation to the northeast corner of said Lot 6 and said Annexation;

Thence westerly along the north line of said Lot 6 and said Annexation to the northwest corner of said Lot 6 and said Annexation, also being the east line of the Plat of Maple Place as recorded under Auditor's File Number 9212045006, Records of Snohomish County, Washington;

Thence northerly along the east line of said Plat of Maple Place and along the east line of that Annexation approved on December 4, 1989 under City of Marysville Ordinance No. 1745, to the northeast corner of said Plat and said Annexation;

Thence westerly along the north line of said Plat and said Annexation to the northwest corner of said Plat and said Annexation;

Thence continue westerly along the south line of the Plat of Maravilla Estates, as recorded under Auditor's File Number 2240572, Records of Snohomish County, Washington, and the south line of the Plat of Aloha Park, as recorded under Auditor's File Number 1956851, Records of Snohomish County, Washington, and along the north boundary of that Annexation approved on February 24, 1997 under City of Marysville Ordinance No. 2118 to the southwest corner of said Plat of Aloha Park;

Thence northerly along the west line of said Plat and along the east line of that Annexation approved on July 14, 1975 under City of Marysville Ordinance No. 866, to the north margin of 88<sup>th</sup> Street Northeast and also the southeast corner of that Annexation approved on February 22, 1982 under City of Marysville Ordinance No. 1223, being the southwest corner of the plat of University Estates as recorded in Volume 28 of Plats, Page 71, Records of Snohomish County Washington;

Thence continue northerly along the west line of said Plat and its northerly projection and along the west line of the plat of Miller Addition as recorded in Volume 14 of Plats, Page 100, Records of Snohomish County, Washington, to the south line of the Plat of Wadehaven Div. No. 1, as recorded in Volume 15 of Plats, Page 16, Records of Snohomish County, Washington;

Thence easterly along said south line of said Plat of Wadehaven Div. No. 1 to the west margin of 44<sup>th</sup> Drive Northeast;

Thence northerly along said west margin of 44<sup>th</sup> Drive Northeast to the south margin of 94<sup>th</sup> Place Northeast;

Thence easterly along said south margin of 94<sup>th</sup> Place Northeast to the southerly projection of the east line of Lot 2 of the plat of Wadehaven Div. No. 2 as recorded in Volume 16 of Plats, Page 82, Records of Snohomish County, Washington;

Thence northerly along the east line of said Lot 2 and its southerly projection to the northeast corner of said Lot 2;

Thence easterly along the said north line of said Plat of Wadehaven Div. No. 2 to the northeast corner thereof;

Thence northerly along the east line of the plat of State Avenue East as recorded in Volume 56 of Plats, Page 257, Records of Snohomish County, Washington to the northwest corner of the south 30 feet of Lot 6 of the Plat of Palmer Tracts, as recorded in Volume 14 of Plats, Page 94, records of Snohomish County, Washington;

Thence easterly along the north line of said south 30 feet and its easterly projection to the east margin of 48<sup>th</sup> Drive Northeast;

Thence northerly along said east margin of 48<sup>th</sup> Drive Northeast to the north line of the south 40 feet of Lot 8 of said Plat of Palmer Tracts;

Thence easterly along the said north line to the northeast corner of the west 150 feet of said south 40 feet;

Thence southerly for 40 feet to the north line of Lot 7 of said Plat of Palmer Tracts;

Thence easterly for 380 feet to the west margin of 50<sup>th</sup> Avenue Northeast;

Thence southerly along the said west margin to the westerly extension of the south line of Lot 10 of the Plat of Mountain View Acres, as recorded in Volume 12 of Plats, Page 35, Records of Snohomish County, Washington;

Thence easterly along the said south line and its westerly extension to the southeast corner of that Snohomish County Short Plat, SP 02-107972SP, as recorded under Auditor's File No. 200507205002, Records of Snohomish County, Washington, said point being also the southeast corner of that Annexation approved on April 26, 2004 under City of Marysville Ordinance No. 2516;

Thence northerly and westerly along the east boundary of said Short Plat to the northeast corner of said Short Plat and also the northeast corner of said Annexation;

Thence westerly along the north line of said Short Plat to the east margin of 50<sup>th</sup> Avenue Northeast and the east boundary of said Annexation, Ordinance No. 2388;

Thence northerly along said east margin of 50<sup>th</sup> Avenue to the northeast corner of said Annexation being the northeast corner of Lot 9 of that City of Marysville Short Plat 04-001, as recorded under Auditor's File No. 200506295351, Records of Snohomish County, Washington;

Thence westerly along the north boundary of said Short Plat to the northwest corner of Lot 6 of said Short Plat, being on the east line of Lot 12 of the Plat of Palmer Tracts as recorded in Volume 14 of Plats, Page 94, Records of Snohomish County, Washington, and also an angle point of the boundary of said Annexation, Ordinance No. 2388;

Thence northerly along the said east line to the northeast corner of said Lot 12 and said Annexation; Thence westerly along the north line of said Lot 12 and said Annexation to the east margin of 48<sup>th</sup> Drive Northeast and also the east boundary of that Annexation approved on June 27, 1988 under City of Marysville Ordinance No. 1619;

Thence northerly along said east margin of 48<sup>th</sup> Drive Northeast and its northerly extension and along the east boundary of that Annexation approved May 11, 1987 under City of Marysville Ordinance No. 1536 to the north margin of 100<sup>th</sup> Street Northeast;

Thence westerly along said north margin of 100<sup>th</sup> Street Northeast to the southeast corner of that Annexation approved on May 1, 2004 under City of Marysville Ordinance No. 2515, also being a point on the east-west centerline of Section 16, Township 30 North, Range 5 East, W.M. lying 899.92 feet west of the east quarter corner of said Section;

Thence northerly 188.00 feet to the northeast corner of said Annexation, being the northeast corner of Tax Lot 1-095, a point 6.00 feet south of and 180 feet east of the northeast corner of Snohomish County Short Plat ZA 90007361SP, as recorded under Auditor's File No. 9207160236, Records of Snohomish County, Washington;

Thence westerly along the north boundary of said Annexation 180.00 feet to a point on the east line of said Snohomish County Short Plat;

Thence northerly 6.00 feet to the northeast corner of said Short Plat;

Thence westerly along the north line of said Short Plat and its westerly projection to the northwest corner of that Short Plat PFN 98-108562, as recorded under Auditor's File No. 20020116, Records of Snohomish County, Washington, and also the northeast corner of said Annexation, Ordinance No. 1223;

Thence continue westerly along a line 194 feet north of said center of section line to the centerline of Shoultes Road;

Thence northwesterly along the northeast lines of Tax Lots 1-025 and 1-026 a distance of 160 feet, more or less, as referenced in said Annexation, to the centerline of Quilceda Creek and the east boundary of that Annexation approved on June 22, 1992 under City of Marysville Ordinance No. 1896;

Thence northeasterly along said centerline of Quilceda Creek a distance of 320 feet, more or less, to a point on the west line of the east 120 feet of the west half of the southwest quarter of the northeast quarter of said Section 16;

Thence north along said west line a distance of 445 feet, more or less, to a point on the north line of said southwest quarter lying 545 feet east of the northwest corner of said southwest quarter;

Thence west along said north line a distance of 640 feet, more or less, to a point on the east margin of State Avenue;

Thence northerly along said east margin a distance of 666.46 feet to the northwest corner of the Plat of Quilceda Park No. 2 as recorded in Volume 24, Page 12 of Plats, Records of Snohomish County, Washington;

Thence west to a point on the west margin of the Burlington Northern Railroad right of way lying 666.46 feet north of the south line of the northeast quarter of the northwest quarter of said Section 16;

Thence northerly along said west margin of the Burlington Northern Railroad right of way a distance of 85 feet, more or less, to a point lying 495 feet south of the north line of said Section 16;



Thence west parallel with said north line a distance of 184.32 feet, more or less, to the northeast corner of Lot 12, Block 3 of the Replat of Hidden Lake Estates as recorded in Volume 34, Page 40 of Plats, Records of Snohomish County, Washington;

Thence southwesterly along the east line of said Replat of Hidden Lake Estates to the southeast corner of Lot 2, Block 3 of said Replat, said point being on the north margin of 104<sup>th</sup> Street Northeast;

Thence westerly along said north margin for 426 feet, more or less, to the west line of the southeast quarter of the northwest quarter of said Section 16;

Thence northerly to the southeast corner of Lot 26 of the plat of Indian Creek Estates as recorded in Volume 37 of Plats, Page 175, Records of Snohomish County, Washington, and the north margin of said 104<sup>th</sup> Street Northeast;

Thence westerly along said north margin for 333.05 feet to a point of curvature on the south line of Lot 23 of said Plat;

Thence southerly to a point on the north line of the southwest quarter of the northwest quarter of said Section 16, which point being a point of curvature on the south margin of said 104<sup>th</sup> Street Northeast;

Thence westerly along said north line for 309.25 feet to a point on the centerline of the West Fork of Quilceda Creek, also known as Indian Creek;

Thence northerly along said centerline of Indian Creek to the northwest corner of said Plat of Indian Creek Estates, said point being on the north line of said Section 16;

Thence easterly along said north line to the east margin of State Avenue;

Thence northwesterly along said east margin of State Avenue to a point on the north line of the south half of the southeast quarter of the southwest quarter of Section 9, Township 30 North, Range 5 East, W.M., and the southwest corner of that Annexation approved September 12, 2005 under City of Marysville Ordinance No. 2593;

Thence easterly along the said north line and the south line of said Annexation to the southwest corner of Lot 7 of the plat of Northwood Park as recorded in Volume 24 of Plats, Page 85, Records of Snohomish County, Washington, and the southeast corner of said Annexation;

Thence northerly along the west line of said plat of Northwood Park to the northwest corner of Lot 10 of said plat and a point on the south line of Snohomish County Short Plat ZA9305109SP as recorded under Auditor's File No 9807025010, Records of Snohomish County, Washington;

Thence westerly along said south line to the southwest corner of said Short Plat;

Thence northerly along the west line of said Short Plat to the northwest corner of said Short Plat and a point on the north line of the southwest quarter of the southeast quarter of said Section 9;

Thence westerly along said north line to the westerly right of way margin of the Marysville-Arlington Railroad (abandoned), and a point on the east line of the plat of Webbs Homesites as recorded in Volume 15 of Plats, Page 96, Records of Snohomish County, Washington;

Thence northerly along said east line of said Plat to the northeast corner thereof and the northeast corner of said Annexation, Ordinance No. 2953, being a point on the south line of that Annexation approved on November 4, 1996 under City of Marysville Ordinance No. 2097, and also a point on the south margin of 113<sup>th</sup> Street Northeast;

Thence easterly along said south margin to the southeast corner of said Annexation, and a point on the east margin of said Marysville-Arlington Railroad right of way;

Thence northerly along the east boundary of said Annexation and said right of way to a point on the south margin of 116<sup>th</sup> Street Northeast;

Thence easterly along said south margin of 116<sup>th</sup> Street Northeast and along the south boundary of said Annexation and along the south boundary of that Annexation approved on July 1, 2005 under City of Marysville Ordinance No. 2586, and along the south boundary of that Annexation approved on November 1, 2005 under City of Marysville Ordinance No. 2599, to the southeast corner of said Annexation, Ordinance No. 2599, being a point on the said south margin of 116<sup>th</sup> Street at the northeast corner of Lot 1 of the plat of Whitson's Homesites as recorded under Auditor's File No. 1721088;

Thence northerly along the projection of the east line of said Lot 1 to the north line of the southeast quarter of Section 9, Township 30 North, Range 5 East, W.M.;

Thence easterly along said north line to the southwest corner of the plat of Sherwood Forest as recorded in Volume 29 of Plats, Page 59, Records of Snohomish County, Washington;

Thence northerly along the east boundary said Annexation and the west line of said Plat to the northeast corner of said Annexation being the northwest corner of Lot 7 of the plat of Michael Acres as recorded in Volume 30 of Plats, Page 27, Records of Snohomish County, Washington;

Thence westerly along the south line of Lots 9 through 17 of said Plat to the southwest corner of Lot 17 of said Plat;

Thence northerly along the west line of said Plat to the northwest corner of said Lot 17, being on the north line of the south half of the north half of the northeast quarter of said Section 9;

Thence westerly along said north line to the west line of the north half of the northeast quarter of said Section 9 and a point on the east boundary of that Annexation approved on December 13, 1995 under City of Marysville Ordinance No. 2056, said point being the southwest corner of Lot 61 of the plat of Whispering Firs as recorded in Volume 29 of Plats, Page 48, Records of Snohomish County, Washington, and also a point on the east line of the plat of Strawberry Vista as recorded in Volume 55 of Plats, Page 223, Records of Snohomish County, Washington;

Thence northerly along the east boundary of said Annexation and said Plat of Strawberry Vista to the southeast corner of Lot 38 of the Plat of Walter's Manor No. 4 as recorded in Volume 38 of Plats, Page 100, Records of Snohomish County, Washington and the northeast corner of Lot 21 of said Plat of Strawberry Vista, and the northeast corner of said Annexation;

Thence westerly along the south line of said Plat of Walters's Manor and its westerly projection to a point on the northwesterly margin of the Burlington Northern Railroad Right of Way, said point being 65.95 feet south of the north line of the northwest quarter of Section 9, Township 30 North, Range 5 East, W.M.;

Thence northeasterly along the northwesterly margin of said Burlington Northern right of way and the east boundary of that Annexation, approved on November 4, 1992 under City of Marysville Ordinance No. 1910, and the east boundary of that Annexation approved on September 30, 1999 under City of Marysville Ordinance No. 2276, to its intersection with the east margin of 51<sup>st</sup> Avenue Northeast;

Thence northerly along said east margin of 51<sup>st</sup> Avenue Northeast to its intersection with the east-west centerline of Section 34, Township 31 North, Range 5 East, W.M.;

Thence easterly along said east-west centerline to the center of said Section 34, Township 31 North, Range 5 East, W.M., and the point of beginning.

Except that portion of City of Marysville city limits as described in that Annexation approved on March 25, 1996 under City of Marysville Ordinance No. 2064 described as follows: Beginning at the intersection of the east line of Shoultes Road and the south line of the north half of the northwest quarter of the northwest quarter of section 10, Township 30 North, Range 5 East, W.M., thence north along said Shoultes Road for 100 feet;

Thence east parallel to said south line to the thread of Sisco Creek;

Thence south 100 feet, more or less, to the south line of said north half of the northwest quarter of the northwest quarter;

Thence west along said south line to the point of beginning;

And except that portion of City of Marysville city limits as described in that Annexation approved on March 25, 1996 under City of Marysville Ordinance No. 2065 described as follows: Beginning 20 feet north and 177.65 feet west of the southeast corner of the northeast quarter of Section 15, Township 30 North, Range 5 East, W.M., thence west 147.65 feet;

Thence north 295.3 feet;

Thence east 147.65 feet;

Thence south 295.3 feet to the point of beginning;

And except that portion of City of Marysville city limits as described in that Annexation approved on July 9, 2001 under City of Marysville Ordinance No. 2379 described as follows: Beginning at the northeast corner of Section 16, Township 30 North, Range 5 East, W.M.;

Thence South 0°00'00" West along the east line of said Section 16 a distance of 15.01 feet to the southerly right of way line of 108<sup>th</sup> Street Northeast, said right of way line being 15 feet southerly of and parallel with the north line of said Section 16, said point being the true point of beginning;

Thence continuing South 0°00'00" West 350.59 feet along said east line;

Thence North 90°00'00" West 151.53 feet;

Thence North 71°00'00" West 203.89 feet to the easterly right of way line of Shoultes Road, said right of way line being 30 feet southeasterly of the centerline of Shoultes Road when measured at right angles to said centerline;

Thence North 39°54'22" East 374.10 feet along said easterly right of way to the southerly right of way line of said 108<sup>th</sup> Street Northeast;

Thence South 88°28'58" East 104.35 feet along said southerly right of way to the east line of said Section 16 and the true point of beginning.

All situate in the County of Snohomish, State of Washington.

## EXHIBIT 2

After Recording Return to:

Assistant Clerk  
Snohomish County Council  
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Everett, WA 98201

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SNOHOMISH COUNTY, WASHINGTON

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Agencies: Snohomish County and City of Marysville  
Tax Account No.: N/A  
Legal Description: N/A  
Reference No. of Documents Affected: Interlocal Recorded at AP# \_\_\_\_\_  
Filed with the Auditor pursuant to RCW 39.34.040  
Documents Title:

### INTERLOCAL AGREEMENT BETWEEN THE CITY OF MARYSVILLE AND SNOHOMISH COUNTY PROVIDING FOR THE ANNEXATION TO THE CITY OF THE AREA KNOWN AS THE "CENTRAL MARYSVILLE ANNEXATION" PURSUANT TO RCW 35A.14.460

#### 1. PARTIES

This interlocal agreement ("Agreement") is made by and between the City of Marysville ("City"), a Washington municipal corporation, and Snohomish County ("County"), a political subdivision of the State of Washington, collectively referred to as the "Parties," pursuant to Chapter 39.34 RCW (Interlocal Cooperation Act) and RCW 35A.14.460.

#### 2. PURPOSE

- 2.1 Primary purpose. The primary purpose of this Agreement is to set forth the terms of the Parties' agreement to the annexation ("Annexation") to the City of territory located within the Central Marysville Annexation area, which area is referred to herein as the "Annexation Area," pursuant to RCW 35A.14.460. The territory included in the Annexation Area is depicted in Exhibit A to this Agreement, incorporated herein by this reference.
- 2.2. Orderly transition of services and capital projects. 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 the Annexation.

#### 3. GENERAL AGREEMENT REGARDING ANNEXATION

- 3.1 Inapplicability of Master Annexation ILA. The Parties recognize the existence of that certain *Interlocal Agreement Between the City of Marysville and Snohomish County Concerning Annexation and Urban Development Within the Marysville*

Interlocal Agreement Between the City of Marysville and Snohomish County Providing for the Annexation to the City of the Area Known as the "Central Marysville Annexation" Pursuant to RCW 35A.14.460

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*Urban Growth Area*, effective June 30, 1999, and recorded under Auditor's File # 199908230669 ("Master Annexation ILA"), that addresses certain actions related to annexation. Since the Parties hereto entered into the Master Annexation ILA, the Legislature has authorized an additional method of annexation (annexation by interlocal agreement) pursuant to RCW 35A.14.460. Notwithstanding anything to the contrary that may be contained in the Master Annexation ILA, the Parties agree and intend that the Master Annexation ILA shall have no applicability, force or effect with respect to the Annexation contemplated herein. Instead, the Annexation shall be governed by the terms of this Agreement which is entered into pursuant to RCW 35A.14.460.

- 3.2 Snohomish County Tomorrow Annexation Principles. The County and the City intend that this Agreement be interpreted in a manner that furthers the objectives articulated in the Snohomish County Tomorrow Annexation Principles. For the purpose of this 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 Agreement as Exhibit B, and incorporated herein by this reference.
- 3.3 Annexation approval. The City and County agree that following execution of this Agreement, the City shall pursue the Annexation of territory described in Exhibit A by adoption of an ordinance pursuant to RCW 35A.14.460(4).
- 3.4 City to adopt County codes and ordinances. The City agrees to adopt by reference the County codes and ordinances listed in Exhibit C of this Agreement solely for the purpose of allowing the County to process and complete permits and fire inspections in the Annexation Area. Adoption of the County's codes by the City in no way affects projects applied for under the City's jurisdiction. The County shall be responsible for providing copies of all the codes and ordinances listed in Exhibit C of this Agreement, in addition to all the updates thereto, to the Marysville City Clerk, so that the City Administrative Services Director may maintain compliance with RCW 35A.12.140.

#### 4. GROWTH MANAGEMENT ACT ("GMA") AND LAND USE

- 4.1 Urban density requirements. Except as may be otherwise allowed by law, the City agrees to adopt land use designations and zones for the Annexation Area that will accommodate within its jurisdiction the population and employment allocation assigned by the County under the GMA for the City and the Annexation Area as established in Appendix B of the Countywide Planning Policies for Snohomish County. Nothing in this Subsection 4.1 shall be deemed as a waiver of the City's right to appeal the assignment of such population and employment allocation under the GMA.

4.2 Wetland mitigation sites and habitat projects. The City and County share a commitment to ensure the success of wetland mitigation sites and habitat improvement projects. The City and County agree that both jurisdictions will benefit from the maintenance and monitoring of wetland mitigation sites and habitat improvement projects. The City and County agree to enter into an agreement prior to the effective date of the Annexation to determine responsibility and costs for maintenance and monitoring for the mitigation sites and habitat improvement project located at 51<sup>st</sup> Avenue NE and 100<sup>th</sup> Street NE.

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

5.1 Permit processing. The County agrees to continue processing both building and major development permit applications in the Annexation Area for which complete applications were filed before the effective date of the Annexation, as provided below.

5.2 Building permits issued within four months of annexation. The County shall continue to process through completion building permits in the Annexation Area under County code and permit requirements for which it received a complete permit application prior to the effective date of the Annexation and for which a building permit is issued within four months of the effective date of 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 Annexation Area.

5.3 Building permit applications not issued within four months after annexation. The County shall continue to process permit applications (exclusive of major development permits as defined in Section 5.4) in the Annexation Area 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 months following the effective date of the Annexation, permit application processing responsibility will be transferred to the City if a permit has not been issued. Alternatively, the City may 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.



## 6. RECORDS TRANSFER

The City Clerk or designee, at his or her discretion, shall either take custody of or copy relevant County records prior to and following the 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 the *Interlocal Agreement Between the City and the County Concerning Transfer, Custody, Retention and Access of Public Records Following Annexation*, effective August 25, 1999, and recorded under Auditor's File # 199910200573.

## 7. ROADS

- 7.1 Reciprocal impact mitigation. The City and County have agreed to mutually enforce each other's traffic mitigation ordinances and policies to address multi-jurisdictional impacts under the terms and conditions provided in the *Interlocal Agreement Between Snohomish County and the City of Marysville on Reciprocal Mitigation of Transportation Impacts*, effective July 1, 1999, and recorded under Auditor's File # 199907020618. The Parties also may enter into an additional agreement that addresses implementation of common MUGA development standards (including access and circulation requirements), level of service standards, concurrency management systems, and other transportation planning issues.
- 7.2 88th Street NE corridor capacity improvements. The City and County agree that both jurisdictions will benefit from the construction of capacity improvements to the 88<sup>th</sup> Street NE Corridor between State Avenue and 67<sup>th</sup> Avenue NE, whether it lies within the City's corporate limits or remains in unincorporated Snohomish County. The City and County agree to coordinate and cooperate on these improvements. The process and details for coordination will be addressed within a separate agreement.
- 7.3 51<sup>st</sup> Avenue NE intersection improvements. The County is currently in the construction phase of intersection improvements to the intersection of 51<sup>st</sup> Avenue NE and 100<sup>th</sup> Street NE and to the intersection of 51<sup>st</sup> Avenue NE and 136<sup>th</sup> Street NE. The City agrees that these projects are in the City's interest and will allow the County to work within the right-of-way annexed by the City to complete these projects.

- 5.4 Major development permits. The County shall continue to process to completion any major development permits in the Annexation Area for which it received a complete permit application prior to the effective date of the Annexation. "Major development permits" 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. "Processing to completion" shall be to the end of a review process that was commenced by the County prior to the effective 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 the 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 Annexation Area.
- 5.5 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.
- 5.6 Land use code enforcement cases. Any pending land use code enforcement cases in the Annexation Area shall 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.
- 5.7 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 major development permit in the Annexation Area. 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.
- 5.8 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.



## 8. SURFACE WATER MANAGEMENT

- 8.1 Legal control and maintenance responsibilities. The Central Marysville Annexation Area includes surface water drainage improvements or facilities that the County currently owns or maintains. The City and County agree that the legal control and maintenance responsibilities for such surface water drainage improvements or facilities shall transfer to the City by the end of the calendar year in which the Annexation becomes effective, except as negotiated between the City and County in any subsequent agreements. The County agrees to provide a list of surface water drainage improvements and facilities prior to the start of negotiations. County maintenance easements over residential detention facilities shall be transferred to the City. The County's current Annual Construction Program or Surface Water Management Division budget includes major surface water projects in the Annexation Area. The City and County will determine how funding, construction, programmatic and subsequent operational responsibilities, 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.
- 8.2 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 Clean Water Districts. Watershed management service charges are collected at the beginning of each calendar 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 calendar 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.
- 8.3 Drainage Needs Report cost recovery. The City recognizes that drainage engineering studies and surface water drainage improvements and facilities have benefited the Annexation Area. The City recognizes that the County has incurred bonded debt to fund the engineering studies and facilities listed in the Drainage Needs Report, prepared by the Snohomish County Department of Public Works in 2002, as updated, and agrees that the Annexation Area will be responsible for paying a share of that bond debt. The City recognizes that the County has full authority and is required to collect payment for that bond debt under RCW 36.89.120.

- 8.4 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.

## 9. PARKS, OPEN SPACE AND RECREATIONAL FACILITIES

The City agrees to assume maintenance, operation and ownership responsibilities for Mother Natures Window Park, Timberbrook/Heatherglen, Sherwood Forest, Walter's Manor and King Park upon the effective date of the Annexation as identified in the map attached to this Agreement as Exhibit D. Documents conveying Mother Natures Window Park, Timberbrook/Heatherglen, Sherwood Forest, Walter's Manor and King Park to the City of Marysville will be developed and executed by both Parties subsequent to the effective date of the Annexation.

## 10. AMENDMENTS AND ADDITIONAL AGREEMENTS

- 10.1 Amendments. The City and County recognize that amendments to this Agreement may be necessary. An amendment to this Agreement must be mutually agreed upon by the Parties and executed in writing. Any amendment to this Agreement shall be executed in the same manner as this Agreement.

- 10.2 Additional agreements. Nothing in this Agreement limits the Parties from entering into interlocal agreements on issues not covered by, or in lieu of, the terms of this Agreement.

## 11. THIRD PARTY BENEFICIARIES

There are no third party beneficiaries to this Agreement, and this Agreement shall not be interpreted to create any third party beneficiary rights.

## 12. DISPUTE RESOLUTION

Except as herein provided, no civil action with respect to any dispute, claim or controversy arising out of or relating to this Agreement may be commenced until the dispute, claim or controversy has been submitted to a mutually agreed upon mediator. The Parties agree that they will participate in the mediation in good faith, and that they will share equally in its costs. Each jurisdiction shall be responsible for the costs of their own legal representation. Either party may seek equitable relief prior to the mediation process, but only to preserve the status quo pending the completion of that process. The City and County agree to mediate any disputes regarding the annexation process or responsibilities of the parties prior to the Boundary Review Board hearing on the Annexation, if possible.

### 13. HONORING EXISTING AGREEMENTS, STANDARDS AND STUDIES

In the event a conflict exists between this Agreement and any agreement between the City and the County in existence prior to the effective date of this Agreement, the terms of this Agreement shall govern the conflict.

### 14. 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 all applicable state or local laws. The County and City retain the ultimate authority for land use and development decisions within their respective jurisdictions. By executing this Agreement, the County and City do not intend to abrogate the decision-making responsibility or police powers vested in them by law.

### 15. EFFECTIVE DATE, DURATION AND TERMINATION

15.1 Effective Date. 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.

15.2 Duration. This Agreement shall be in full force and effect through December 31, 2019. If the Parties desire to continue the terms of the Agreement after the Agreement is set to expire, the Parties may either negotiate a new agreement or extend this Agreement through the amendment process.

15.3 Termination. Either party may terminate this Agreement upon ninety (90) days advance written notice to the other party. Notwithstanding termination of this Agreement, the County and City are responsible for fulfilling any outstanding obligations under this Agreement incurred prior to the effective date of the termination.

### 16. INDEMNIFICATION AND LIABILITY

16.1 Indemnification of County. 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.

16.2 Indemnification of City. 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.

- 16.3 Extent of liability. 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.
- 16.4 Hold harmless. 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 or failure by the County to comply with Chapter 82.02 RCW.

## 17. SEVERABILITY

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

## 18. 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.

## 19. RECORDS

The Parties shall maintain adequate records to document obligations performed under this Agreement. The Parties shall have the right to review each other's records with regard to the subject matter of this Agreement, except for privileged documents, upon reasonable written notice. Public records will be retained and destroyed according to the "Interlocal Agreement between the City and the County concerning transfer, Custody, Retention and Access of Public Records following Annexation."

## 20. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the Parties concerning the Annexation, except as set forth in Section 10 of this Agreement.

**21. 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.

**22. 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 Agreement, the City or County may terminate the Agreement under Subsection 19.3 of this Agreement, subject to renegotiation under those new funding limitations and conditions.

**23. FILING**

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

**24. ADMINISTRATORS AND CONTACTS FOR AGREEMENT**

The Administrators and contact persons for this Agreement are:

Gloria Hirashima  
Community Development Director  
City of Marysville  
80 Columbia Avenue  
Marysville, WA 98270  
(360) 363-8211

Richard Craig  
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 22<sup>nd</sup> day of July 2009.

CITY OF MARYSVILLE

BY:

Dennis L. Kendall

Dennis L. Kendall  
Mayor

Date: 7/13/09

ATTEST:

Tracy Poff  
City Clerk

Approved as to form:  
Office of the City Attorney  
Attorney

Grant Weed

Grant Weed  
Attorney for the City of  
Marysville

SNOHOMISH COUNTY

BY:

MARK SOINE  
Deputy Executive

Aaron Reardon  
County Executive

Date: 7/22/09

ATTEST:

Sheila McCallister  
Clerk of the County Council, *asst.*

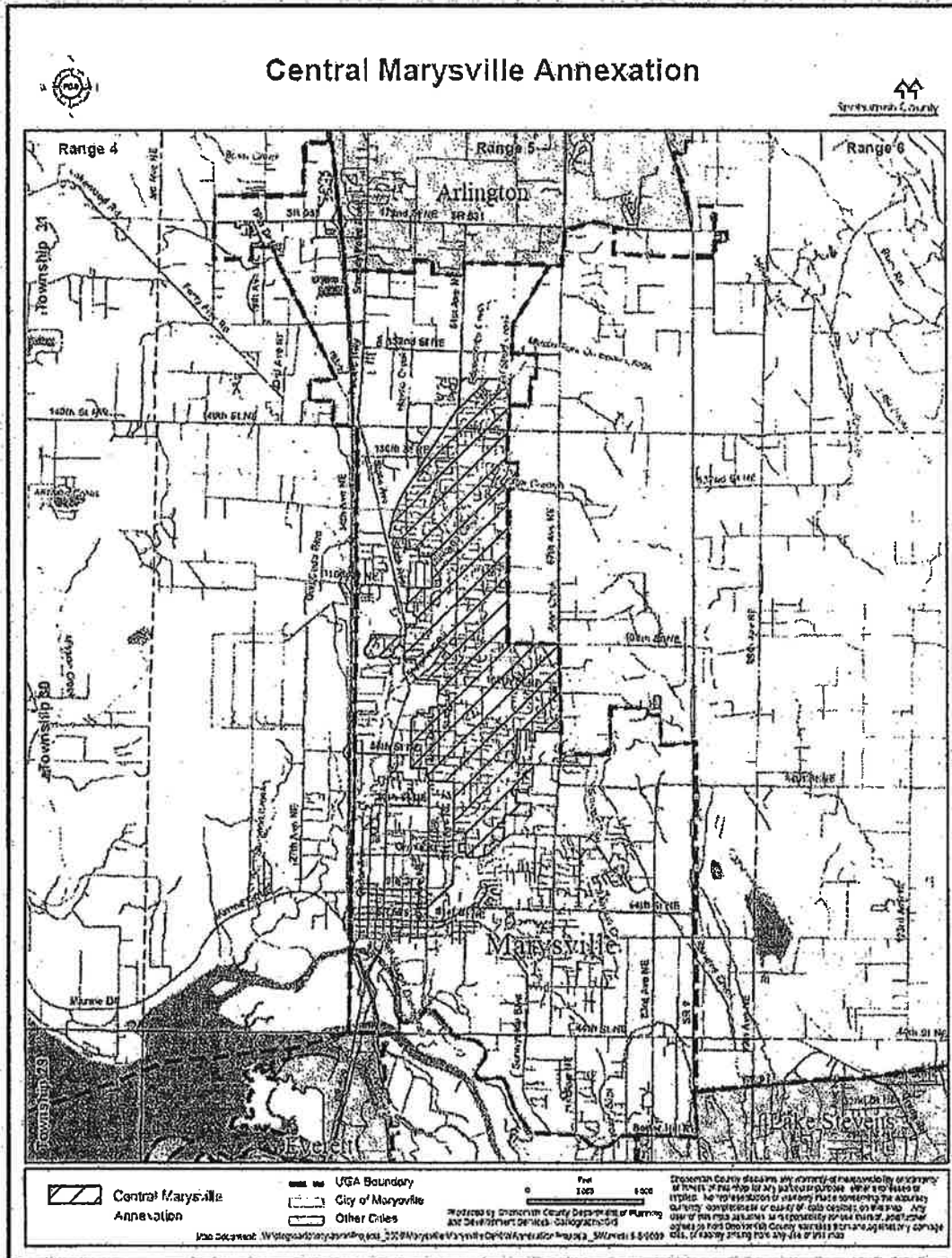
Approved as to form:  
Snohomish County Prosecuting

Laura C. Kisielius 6/10/09

Laura C. Kisielius  
Deputy Prosecuting Attorney for  
Snohomish County

COUNCIL USE ONLY  
Approved: 7-13-09  
Docfile: D-1

EXHIBIT A – CENTRAL MARYSVILLE ANNEXATION MAP



Interlocal Agreement Between the City of Marysville and Snohomish County Providing for the Annexation to the City of the Area Known as the "Central Marysville Annexation" Pursuant to RCW 35A.14.480

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## EXHIBIT B – 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.

**EXHIBIT C -- SNOHOMISH COUNTY CODE ("SCC") PROVISIONS  
AND SNOHOMISH COUNTY ORDINANCES TO BE ADOPTED BY CITY**

- A. The following portions of SCC Title 13, entitled ROADS AND BRIDGES: Chapters 13.01, 13.02, 13.05, 13.10 through 13.70, 13.95, 13.110 and 13.130
- B. SCC Title 25, entitled STORM AND SURFACE WATER MANAGEMENT
- C. SCC Subtitle 30.2, entitled ZONING AND DEVELOPMENT STANDARDS
- D. SCC Chapter 30.41A, entitled SUBDIVISIONS
- E. SCC Chapter 30.41B, entitled SHORT SUBDIVISIONS
- F. SCC Chapter 30.42B, entitled PLANNED RESIDENTIAL DEVELOPMENTS
- G. SCC Chapter 30.41D, entitled BINDING SITE PLANS
- H. SCC Chapter 30.44, entitled SHORELINE MANAGEMENT
- I. SCC Chapter 30.51A, entitled DEVELOPMENT IN SEISMIC AREAS
- J. SCC Chapter 30.52A, entitled BUILDING CODE
- K. SCC Chapter 30.52B, entitled MECHANICAL CODE
- L. SCC Chapter 30.52C, entitled VENTILATION AND INDOOR AIR QUALITY CODE
- M. SCC Chapter 30.52D, entitled ENERGY CODE
- N. SCC Chapter 30.52E, entitled UNIFORM PLUMBING CODE
- O. SCC Chapter 30.52F, entitled RESIDENTIAL CODE
- P. SCC Chapter 30.52G, entitled AUTOMATIC SPRINKLER SYSTEMS
- Q. SCC Chapter 30.53A, entitled FIRE CODE
- R. SCC Subtitle 30.6, entitled ENVIRONMENTAL STANDARDS AND MITIGATION
- S. SCC Chapter 30.66A, entitled PARK AND RECREATION FACILITY IMPACT MITIGATION
- T. SCC Chapter 30.66B, entitled CONCURRENCY AND ROAD IMPACT MITIGATION
- U. SCC Chapter 30.66C, entitled SCHOOL IMPACT MITIGATION
- V. Ordinance 93-036, entitled SHORELINE MASTER PROGRAM, as amended

