



**KING COUNTY**

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

**Signature Report**

**September 4, 2013**

**Ordinance 17645**

Proposed No. 2013-0341.2

Sponsors Phillips and Dembowski

1 AN ORDINANCE authorizing the King County executive  
2 to enter into an interlocal agreement with the city of  
3 Bothell, fire district 16 and Woodinville Fire & Rescue  
4 relating to the annexation of the Bothell Potential  
5 Annexation Area.

6 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

7 SECTION 1. A. RCW 35A.14.480 provides for annexation upon successful  
8 negotiation of an interlocal agreement between an annexing code city, the county in  
9 which it is located, and the fire protection or districts that jurisdiction over the territory  
10 proposed for annexation.

11 B. The nine nodes comprising the Bothell Potential Annexation Area are  
12 designated in the 2012 Countywide Planning Policies and, as such, are eligible for  
13 annexation to the city of Bothell

14 C. On February 23, 2010, the Bothell city council adopted Resolution 1254 that  
15 stated the city's interest to enter into an annexation interlocal agreement negotiation  
16 process in accordance with RCW 35A.14.480.

17 D. The Bothell city council has engaged in an extensive community involvement  
18 process including creation and maintenance of a city annexation website, installation and  
19 maintenance of twelve information display boards throughout the annexation areas, five

20 Bothell city council meetings, nine Bothell planning commission meetings, twelve public  
21 open houses in 2010, and two additional public open houses in 2013 to update residents  
22 on the annexation efforts.

23 E. On May 21, 2013, the Bothell city council adopted a resolution approving the  
24 interlocal agreement that was negotiated with the city, the county, fire district 16 and  
25 Woodinville Fire & Rescue.

26 F. On May 21, 2013, the fire district 16 board of commissioners approved the  
27 interlocal agreement that was negotiated with the city, the county, fire district 16 and  
28 Woodinville Fire & Rescue.

29 G. On May 22, 2013, the Woodinville Fire & Rescue board of commissioners  
30 approved the interlocal agreement that was negotiated with the city, the county, fire  
31 district 16 and Woodinville Fire & Rescue.

32 SECTION 2. The King County executive is hereby authorized to enter into an  
33 interlocal agreement, in substantially the same form as Attachment A to this ordinance,

34 with the city of Bothell, fire district 16 and Woodinville Fire & Rescue to allow  
35 annexation of the Potential Annexation Area within King County to the city.  
36

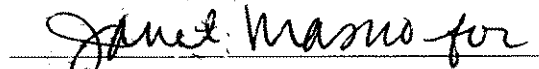
Ordinance 17645 was introduced on and passed by the Metropolitan King County Council on 9/3/2013, by the following vote:

Yes: 8 - Mr. Phillips, Mr. von Reichbauer, Ms. Hague, Ms. Patterson,  
Ms. Lambert, Mr. Dunn, Mr. McDermott and Mr. Dembowski  
No: 0  
Excused: 1 - Mr. Gossett

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

  
Larry Gossett, Chair

ATTEST:

  
Anne Noris, Clerk of the Council

APPROVED this 9 day of SEPTEMBER 2013.

  
Dow Constantine, County Executive

RECEIVED  
2013 SEP 12 PM 3:55  
KING COUNTY CLERK  
KING COUNTY COUNCIL

Attachments: A. Interlocal Agreement between the city of Bothell-King County-King County Fire District 16 (Revised 8-20-13)

# 17645

ATTACHMENT A

Revised 8-20-13

INTERLOCAL AGREEMENT BETWEEN THE CITY OF  
BOTHELL, KING COUNTY, KING COUNTY FIRE  
PROTECTION DISTRICT 16 AND WOODINVILLE FIRE &  
RESCUE REGARDING ANNEXATION PURSUANT TO RCW  
35A.14.480

THIS AGREEMENT is made and entered into this date by the City of Bothell ("City"); King County ("County"); King County Fire Protection District 16, also known as the Northshore Fire Department ("Fire District 16"); and Woodinville Fire & Rescue ("WFR"); collectively referred to as the "Parties."

WHEREAS, the Washington State Growth Management Act (the "Act"), codified as RCW 36.70A, requires counties planning under the Act to designate urban growth areas "within which urban growth shall be encouraged and outside of which growth can occur only if it is not urban in nature"; and

WHEREAS, the Act at RCW 36.70A.110(4) states that within such urban growth areas, "In general, cities are the units of local government most appropriate to provide urban governmental services"; and

WHEREAS, the Act at RCW 36.70A.110(7) states, "An urban growth area designated in accordance with this section may include within its boundaries urban service areas or potential annexation areas designated for specific cities or towns within the county"; and

WHEREAS, King County has collaborated with its municipalities to designate potential annexation areas for specific cities and towns within the County; and

WHEREAS, such designated potential annexation areas within King County are termed Potential Annexation Areas (PAAs) and are formally adopted in the King County Countywide Planning Policies (KCCPPs); and

WHEREAS, within King County exists unincorporated territory which has been designated in the KCCPPs as the Bothell PAAs; and

WHEREAS, citizens from the Bothell PAAs have on numerous occasions approached the City Council and City staff seeking to annex to Bothell in order to receive municipal services provided by the City; and

WHEREAS, the City Council has engaged in a thoughtful and deliberate process to evaluate the potential annexation of the PAAs, which process has included but has not been limited to planning and zoning; public outreach; fiscal analysis; and negotiation of transition of services from current providers to the City; and

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WHEREAS, RCW 35A.14.480 provides for an annexation method revolving around the negotiation of an interlocal agreement between an annexing code city, the county in which it is located, and the fire protection district or districts that have jurisdiction over the territory proposed for annexation; and

WHEREAS, the Bothell PAAs comprise unincorporated territory which is within King County and the jurisdictions of Fire District 16 and WFR; and

WHEREAS, to initiate the process of negotiating an interlocal agreement in accordance with RCW 35A.14.480, the City Council on February 23, 2010, adopted Resolution 1254 (2010) which stated the City's interest to enter into an annexation interlocal agreement negotiation process, and duly sent copies of such Resolution as notice to representatives of King County, Fire District 16 and WFR; and

WHEREAS, further in accordance with RCW 35A.14.480, King County, Fire District 16, and WFR either responded affirmatively to said notice or did not respond within 45 days, thereby allowing the annexation interlocal agreement negotiation to proceed; and

WHEREAS, the Parties desire to ensure that when Bothell's PAAs annex to the City, the transition of public services and responsibilities from the County, Fire District 16 and WFR to the City is comprehensively planned and executed; and

WHEREAS, the City may enter into interlocal agreements with the County, Fire District 16 or WFR which are separate from and address issues other than those required to be included in an interlocal agreement under RCW 35A.14.480; and

WHEREAS, the governing bodies of each of the undersigned Parties hereto have determined to enter into this Agreement as authorized and provided for by the Interlocal Cooperation Act, codified at Chapter 39.34 RCW;

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the City, the County, Fire District 16 and WFR agree as follows:

## PART 1

### PURPOSE, APPLICABILITY AND STRUCTURE

#### 1.1 PURPOSE

The purpose of this Agreement is to set forth certain agreements as required under RCW 35A.14.480 between the Parties relating to annexations by Bothell of its designated PAAs in King County and the associated transition of services from the County, Fire District 16 and WFR to the City. Issues apart from those required to be included in an interlocal agreement under RCW 35A.14.480 may be addressed in separate interlocal agreements between the Parties. To the extent there is any conflict between this Agreement and any separate supplemental agreement between the Parties, the latter shall control.

#### 1.2 APPLICABILITY OF THIS AGREEMENT

The Parties agree that the provisions of this Agreement shall apply to annexation by the City of its nine designated PAAs ("Annexation Areas"), known by the following names:

- North Bloomberg Hill;
- Hillside Estates;
- South Norway Hill / NE 160<sup>th</sup>;
- Magnolia Dairy / South Westhill;
- North Westhill;
- Maywood Island;
- Westhill Island / North;
- Westhill Island / South;
- Westhill Island / East.

These Annexation Areas are depicted and described in **Exhibit A**, attached hereto.

#### 1.3 STRUCTURE OF THIS AGREEMENT

Part 1: Purpose, applicability and structure

Part 2: Provisions pertinent to all Parties

Part 3: Provisions pertinent to the City of Bothell and King County

Part 4: Provisions pertinent to the City of Bothell and Fire District 16

Part 5: Provisions pertinent to the City of Bothell and WFR

Part 6: Approval by the Parties

## PART 2

### PROVISIONS PERTINENT TO ALL PARTIES

#### 2.1 COMMUNITY INVOLVEMENT

The City of Bothell has performed extensive public outreach concerning the potential annexation of the Annexation Areas. This outreach has included the following:

- Creation and maintenance of a City annexation website, [ImagineBothell.com](http://ImagineBothell.com), containing background on the City's annexation exploration program; frequently asked questions about annexation; a matrix describing service providers before and after annexation; tax comparison tables for each combination of taxing districts within the Annexation Areas; and information about building and zoning, public safety, the City budget, public works services, and parks, recreation and community events.
- Installation and maintenance of 12 large information display boards throughout the Annexation Areas, each bearing the words "Potential Annexation to Bothell" and "[ImagineBothell.com](http://ImagineBothell.com)", and a clear plastic box kept stocked with City hearing notices and information about annexation.
- Twelve public open houses in 2010 to describe City services and answer citizen questions concerning annexation (announced by seven mailings throughout the Annexation Areas and their Snohomish County counterpart, Bothell's Municipal Urban Growth Area).
- Five duly-noticed Bothell City Council meetings concerning annexation of the Annexation Areas in general.
- Nine duly noticed Bothell Planning Commission meetings (study sessions and public hearings) and three duly noticed Bothell City Council public hearings devoted to establishment of Bothell comprehensive plan designations and proposed zoning for the Annexation Areas, culminating in the adoption by the Bothell City Council of Ordinance 2053 on December 7, 2010.
- Two additional public open houses in 2013 to update Annexation Area citizens on the City's annexation exploration effort and to announce that the City is moving forward with annexation of the Annexation Areas via the city / county / fire district interlocal method.

#### 2.2 OVERALL SCHEDULE OR PLAN OF THE TIMING OF ANNEXATIONS

It is the intent of the City of Bothell to annex the Annexation Areas concurrently, via the annexation method established in RCW 35A.14.480. Anticipated timing of the annexation process is as follows:

1. Completion of staff-level annexation interlocal agreement negotiations between the City of Bothell, King County, Fire District 16 and WFR – by May 3, 2013;



2. Consideration and approval of interlocal agreement by Bothell City Council, King County Council, Fire District 16 Board of Commissioners and WFR Board of Commissioners – by August 1, 2013;
3. Submittal to King County Boundary Review Board (BRB) of Notices of Intention (NOIs) for the Annexation Areas – by September 1, 2013;
4. Expiration of 45-day review period and consequent approval by BRB (per statute, the BRB's jurisdiction may not be invoked) – by October 15, 2013;
5. Posting, publishing and mailing of notice of a Bothell City Council public hearing concerning the potential approval of the Annexation Areas – by December 1, 2013;
6. Bothell City Council public hearing and adoption of ordinance (a draft of which is included as Exhibit B) approving annexation of the Annexation Areas and establishing an effective date – by January 1, 2014;
7. Annexations become effective – February 28, 2014.

### 2.3 ADMINISTRATION AND CONTACT PERSONS

The Parties stipulate that the following persons shall be the administrators of this Agreement and shall be the contact person for their respective jurisdiction.

City of Bothell:  
Robert S. Stowe, City Manager  
18305 101<sup>st</sup> Avenue NE  
Bothell, WA 98011

King County:  
Dwight Dively, Director  
Performance, Strategy and Budget  
401 Fifth Avenue, Suite 810  
Seattle, WA 98104

Northshore Fire Department  
Fire District 16:  
James Torpin, Chief  
7220 NE 181<sup>st</sup> Street  
Kenmore, WA 98028

Woodinville Fire & Rescue:  
Joan Montegary,  
Chief Administrative Officer  
17718 Woodinville Snohomish Rd. NE  
Woodinville, WA 98072

### 2.4 COMPLIANCE WITH LAWS

Each Party accepts responsibility for compliance with federal, state, and local laws and regulations. Specifically, in meeting the commitments encompassed in this Agreement, all Parties will comply with, among other laws and regulations, the requirements of the Open Meetings Act, Public Records Act, Growth Management Act, State Environmental Policy Act, and Annexation Statutes. The Parties retain the ultimate authority for land use and development decisions within their respective jurisdictions as provided herein. By executing this Agreement, the Parties do not purport to abrogate the decision-making responsibility vested in them by law.

## 2.5 INDEMNIFICATION

The following indemnification provisions shall apply to the entirety of this Agreement except for Section 3.2.3 (Transfer of Property) and Exhibit E (Development Services Agreement Provisions), both of which contain separate indemnification provisions.

2.5.1 The County shall indemnify and hold harmless the City and its elected officials, officers, agents and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason or arising out of any negligent action or omission of the County, its officers, agents, and employees, or any of them, in performing obligations pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against the City, or the County and the City, the County shall defend the same at its sole cost and expense, provided that the City retains the right to participate in said suit if any principle of governmental or public law is involved, and if final judgment be rendered against the City and its elected officials, officers, agents, and employees, or any of them, or jointly against the City and County and their respective elected officials, officers, agents, and employees, or any of them, the County shall satisfy the same. The City acknowledges and agrees that if such claims, actions, suits, liability, loss, costs, expenses and damages are caused by or result from the concurrent negligence of the City, its agents, employees, elected officials, and/or officers and the County, its agents, employees, elected officials, and/or officers, this Section 2.5.1 shall be valid and enforceable only to the extent of the negligence of the County, its agents, employees, elected officials, and/or officers.

2.5.2 The City shall indemnify and hold harmless the County and its elected officials, officers, agents and employees or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason or arising out of any negligent action or omission of the City, its officers, agents, and employees, or any of them, in performing obligations pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against the County, or the County and the City, the City shall defend the same at its sole cost and expense, provided that the County retains the right to participate in said suit if any principle of governmental or public law is involved, and if final judgment be rendered against the County and its elected officials, officers, agents, and employees, or any of them, or jointly against the City and County and their respective elected officials, officers, agents, and employees or any of them, the City shall satisfy the same. The County acknowledges and agrees that if such claims, actions, suits, liability, loss, costs, expenses and damages are caused by or result from the concurrent negligence of the City, its agents, employees, elected officials, and/or officers and the County, its agents, employees, elected officials, and/or officers, this Section 2.5.2 shall be

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valid and enforceable only to the extent of the negligence of the City, its agents, employees, elected officials, and/or officers.

2.5.3 Fire District 16 shall indemnify and hold harmless the City and its officers, agents and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason or arising out of any negligent action or omission of Fire District 16, its officers, agents, and employees, or any of them, in performing obligations pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against the City, Fire District 16 shall defend the same at its sole cost and expense, provided that the City retains the right to participate in said suit if any principle of governmental or public law is involved, and if final judgment be rendered against the City and its officers, agents, and employees, or any of them, or jointly against the City and Fire District 16 and their respective officers, agents, and employees, or any of them, Fire District 16 shall satisfy the same. The City acknowledges and agrees that if such claims, actions, suits, liability, loss, costs, expenses and damages are caused by or result from the concurrent negligence of the City, its agents, employees, and/or officers and Fire District 16, its agents, employees, and/or officers, this Section 2.5.3 shall be valid and enforceable only to the extent of the negligence of Fire District 16, its agents, employees and/or officers.

2.5.4 The City shall indemnify and hold harmless Fire District 16 and its officers, agents and employees or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason or arising out of any negligent action or omission of the City, its officers, agents, and employees, or any of them, in performing obligations pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against the county, the City shall defend the same at its sole cost and expense, provided that Fire District 16 retains the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against Fire District 16 and its officers, agents, employees, or any of them, or jointly against the City and Fire District 16 and their respective officers, agents, and employees or any of them, the City shall satisfy the same. Fire District 16 acknowledges and agrees that if such claims, actions, suits, liability, loss, costs, expenses and damages are caused by or result from the concurrent negligence of the City, its agents, employees, and/or officers and Fire District 16, its agents, employees, and/or officers, this Section 2.5.4 shall be valid and enforceable only to the extent of the negligence of the City, its agents, employees and/or officers.

2.5.5 WFR shall indemnify and hold harmless the City and its officers, agents and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason or arising out of any negligent action or omission of WFR, its officers, agents, and employees, or any of them, in

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performing obligations pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against the City, WFR shall defend the same at its sole cost and expense, provided that the City retains the right to participate in said suit if any principle of governmental or public law is involved, and if final judgment be rendered against the City and its officers, agents, and employees, or any of them, or jointly against the City and WFR and their respective officers, agents, and employees, or any of them, WFR shall satisfy the same. The City acknowledges and agrees that if such claims, actions, suits, liability, loss, costs, expenses and damages are caused by or result from the concurrent negligence of the City, its agents, employees, and/or officers and WFR, its agents, employees, and/or officers, this Section 2.5.5 shall be valid and enforceable only to the extent of the negligence of WFR, its agents, employees and/or officers.

2.5.6 The City shall indemnify and hold harmless WFR and its officers, agents and employees or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason or arising out of any negligent action or omission of the City, its officers, agents, and employees, or any of them, in performing obligations pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against the county, the City shall defend the same at its sole cost and expense, provided that WFR retains the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against WFR and its officers, agents, employees, or any of them, or jointly against the City and WFR and their respective officers, agents, and employees or any of them, the City shall satisfy the same. WFR acknowledges and agrees that if such claims, actions, suits, liability, loss, costs, expenses and damages are caused by or result from the concurrent negligence of the City, its agents, employees, and/or officers and WFR, its agents, employees, and/or officers, this Section 2.5.6 shall be valid and enforceable only to the extent of the negligence of the City, its agents, employees and/or officers.

2.5.7 Each Party to this Agreement agrees that its obligations under this Section 2.5 extend to any claim, demand, and/or cause of action brought by or on behalf of any employees, or agents. For this purpose, each Party to this Agreement, by mutual negotiation, hereby waives, with respect to the other Party only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW, but only to the extent necessary to indemnify the other Party.

2.5.8 By the effective date of annexation, the King County Prosecuting Attorney shall provide the City Attorney with a list of pending litigation concerning properties within the Annexation Areas. The City Attorney and the County Prosecuting Attorney shall confer to establish each jurisdiction's responsibility with respect to future proceedings regarding each action.

2.5.9 The provisions of this Section 2.5 shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

2.6 GENERAL PROVISIONS.

2.6.1 Entire Agreement. This Agreement together with all Exhibits hereto contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior agreements shall be effective for any purpose.

2.6.2 Filing. A copy of this Agreement shall be filed with the City Clerk, and recorded with the King County Recorder's Office or listed by subject on the County's web site or other electronically retrievable public source.

2.6.3 Amendments. No provision of this Agreement may be amended or modified except by written agreement signed by the Parties. Any amendment that modifies a material term of this Agreement must be approved by the King County Council prior to the County executing the amendment.

2.6.4 Severability. If one or more of the clauses of this Agreement is found to be unenforceable, illegal, or contrary to public policy, the Agreement will remain in full force and effect except for the clauses that are unenforceable, illegal, or contrary to public policy. The Parties will replace the severed provision with one that is closest in meaning to the intent of the original provision that is not unenforceable, illegal or contrary to public policy.

2.6.5 Assignment. Neither the City, the County, Fire District 16 nor WFR shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other affected Party or Parties.

2.6.6 Successors in Interest. Subject to the foregoing subsection, the rights and obligations of the Parties shall inure to the benefit of and be binding upon their respective successors in interest, heirs, and assigns.

2.6.7 Dispute Resolution. The Parties should attempt if appropriate to use an informal dispute resolution process such as mediation, through an agreed-upon mediator and process, if agreement cannot be reached regarding interpretation or implementation of any provision of this Agreement. All costs for mediation services would be divided equally between or among the Parties. Each jurisdiction would be responsible for the costs of its own legal representation.

2.6.8 Attorneys' fees. In the event any of the Parties defaults on the performance of any terms of this Agreement or any Party places the enforcement of this Agreement in the

hands of an attorney, or files a lawsuit, each affected Party shall pay all its own attorneys' fees, costs and expenses.

2.6.9 No waiver. Failure of the County, the City, Fire District 16 or WFR to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default.

2.6.10 Applicable Law. Washington law shall govern the interpretation of this Agreement. King County shall be the venue of any mediation, arbitration, or lawsuit arising out of this Agreement.

2.6.11 Authority. Each individual executing this Agreement on behalf of the City, the County, Fire District 16 and WFR represents and warrants that such individuals are duly authorized to execute and deliver the Agreement on behalf of the City, the County, Fire District 16 or WFR.

2.6.12 Notices. Any notices required to be given by the Parties shall be delivered at the addresses set forth above in Section 2.3. Any notices may be delivered personally to the addressee of the notice or may be deposited in the United States mail, postage prepaid, to the addresses set forth above in Section 2.3. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing.

2.6.13 Performance. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor.

2.6.14 Equal Opportunity to Draft. The Parties have participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any Party upon a claim that that Party drafted the ambiguous language.

2.6.15 Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the Parties hereto. No other person or entity shall have any right of action or interest in this Agreement based on any provision set forth herein.

**PART 3  
PROVISIONS PERTINENT TO  
THE CITY OF BOTHELL AND KING COUNTY**

**3.1 GOALS OF THE AGREEMENT, IN ACCORDANCE WITH RCW  
35A.14.480(2)(a)**

**3.1.1 Revenue sharing.** There shall be no revenue sharing between the City and the County in conjunction with annexation of the Annexation Areas.

**3.1.2 Debt distribution.** There shall be no debt distribution between the City and the County in conjunction with annexation of the Annexation Areas; however, the debt service portion of the County's surface water management fee will continue to apply to City properties until the debt is retired.

**3.1.3 Capital facilities obligations.** The County shall transfer to the City those County-owned capital facilities within the Annexation Areas including: drainage facilities and drainage facility property interests and park and greenbelt properties, as described under Section 3.2 Subject Areas. The City shall operate and maintain such capital facilities as provided in Section 3.2.

**3.1.4 Application of Bothell's development regulations.** During 2010, the City of Bothell conducted duly noticed open houses, Bothell Planning Commission study sessions and public hearings, and Bothell City Council study sessions and public hearings to consider assignment of Bothell Comprehensive Plan designations and proposed zoning to the Annexation Areas (see 2.1, Community Involvement), as well as to Bothell's Municipal Urban Growth Area (MUGA) in Snohomish County.

On December 7, 2010, the Bothell City Council adopted Ordinance 2053 (2010) which assigned to the Annexation Areas and the MUGA Bothell Plan designations and proposed zoning, said proposed zoning to be activated and apply to the Annexation Areas and the MUGA upon the effective date of annexation. Ordinance 2053 (2010) and exhibits thereto pertaining to the Annexation Areas are attached to this Agreement as Exhibit C.

The approach utilized in this effort was to assign to the Annexation Areas Bothell plan designations and proposed zoning classifications that were the closest equivalent to existing King County plan designations and zoning classifications. One goal of this effort was to achieve housing and employment capacities under proposed Bothell zoning that were equal

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to or greater than adopted housing and employment targets under current King County zoning. An analysis revealed the following:

	2031 target, per King County Countywide Planning Policies	Capacity under adopted Bothell plan designations and proposed zoning
Net new dwelling units	810	939
Net new jobs	200	469

The Bothell plan designations and proposed zoning adopted under Ordinance 2053 (2010) for the Annexation Areas provide for housing and employment capacities higher than the 2031 targets appearing in the KCCPPs.



**3.2 SUBJECT AREAS, IN ACCORDANCE WITH RCW 35A.14.480(2)(b).**

**3.2.1 TERM / EFFECTIVE DATE**

3.2.1.1. This Agreement shall be deemed to take effect following the approval of the Agreement by the official action of the legislative bodies of each of the Parties and the signing of the Agreement by the duly authorized representative of each of the Parties, and shall continue in force in perpetuity from the date signed by both Parties except as otherwise provided for in Section 1.1.

3.2.1.2. The effective date of annexation of the Annexation Areas shall be February 28, 2014 ("Effective Date").

**3.2.2 TRANSFER OF JURISDICTION, AUTHORITY AND SERVICES.**

**3.2.2.1 RECORDS TRANSFER.**

3.2.2.1.1 The County shall use its best efforts to deliver those records listed in **Exhibits D-1 and D-2** by the Effective Date.

3.2.2.1.2 If the County fails to deliver those records identified in **Exhibit D-1** by the Effective Date, then the County shall indemnify and hold the City harmless in accordance with Section 2.5 of this Agreement. If the County fails to deliver all of those records identified in **Exhibit D-2** by six months following the Effective Date, then the County shall indemnify and hold the City harmless in accordance with Section 2.5 of this Agreement. Without limiting the foregoing obligations to indemnify, if additional time is needed to produce any of these records, the County shall inform the City of the amount of additional time required to produce each specified. The County shall continue to use its best efforts to provide each specified record within the additional time specified.

3.2.2.1.3 The County shall not be required to provide records that are not reasonably available or to create records or compilations that have not already been created. The County shall provide the City free of charge one set of records meeting the requirements of this section.

3.2.2.2 **DEVELOPMENT SERVICES.** As of the date this Agreement is signed by all Parties, transfer of development services shall be as set forth in the attached **Exhibit E**, which is hereby incorporated into this Agreement.

3.2.2.3 **JAIL SERVICES.** The City of Bothell is responsible for the incarceration of adult offenders charged with misdemeanor or gross misdemeanor crimes occurring in the Annexation Areas on or after the Effective Date. King County is responsible for the

Incarceration of adult offenders charged with misdemeanor or gross misdemeanor crimes occurring in the Annexation Areas before the Effective Date.

3.2.2.4. POLICE SERVICES.

3.2.2.4.1 On and after the Effective Date, police service responsibility within the Annexation Areas will be transferred to the City. The County will be responsible for all criminal cases and investigations reported before the Effective Date, including but not limited to all costs associated with these cases and investigations. The City will be responsible for all criminal cases and investigations reported on and after the Effective Date, including but not limited to all costs associated with these cases and investigations. The City's Chief of Police and the King County Sheriff will work together to ensure a smooth transition plan and a continuing partnership. In addition to the provisions of that transition plan, the Parties further agree as follows:

3.2.2.4.2 Sharing of community information: The County agrees to provide policing-related community contact lists that the County may have regarding the Annexation Areas to the City upon request. These lists may include, but are not limited to: members of block watch programs, community groups, and/or homeowner's associations. If requested by the City, the lists shall be provided to the City within 90 days of the Effective Date.

3.2.2.4.3 Annexation of Emergency Response (911) Services: The City and County agree to coordinate the transfer of emergency response (911) services in the Annexation Areas.

3.2.2.5 COURT AND PROSECUTION SERVICES TRANSITION. The County will be responsible for the court expenses, prosecution and payment of any fees or assessments associated with misdemeanor criminal cases filed by the County prior to the Effective Date. The City will be responsible for the court expenses, prosecution and payment of any fees or assessments associated with misdemeanor criminal cases filed by the City from and after the Effective Date of annexation.

3.2.2.6 STATUS OF COUNTY EMPLOYEES. Subject to City civil service rules and state law, the City agrees to consider the hiring of County employees whose employment status is affected by the change in governance of the Annexation Areas where such County employees make application with the City pursuant to the City's hiring process and meet the minimum qualifications for employment with the City. The City's consideration of hiring affected Sheriff Department employees shall be governed by the provisions set forth in RCW 35.13.360 through 35.13.400 and other applicable law, if any.

3.2.2.7 ROAD AND FIRE LEVY TAXES. The County's collection and disbursement to the City of the road and fire levy taxes within the Annexation Areas, including any EMS levy taxes, shall be in accordance with RCW 35A.14.801.

**3.2.3 TRANSFER OF PROPERTIES.**

**3.2.3.1 TRANSFER OF SURFACE WATER MANAGEMENT, PARK AND GREENBELT PROPERTIES**

**3.2.3.1.1 Transfer of Drainage Facilities and Drainage Facility Property Interests.**

3.2.3.1.1.1 Upon the Effective Date, those Drainage Facilities which are held by the County as specifically identified in Exhibit F-1 shall automatically be transferred from the County to the City, and the City shall assume ownership and full and complete responsibility for the operation, maintenance, repairs, and any subsequent improvements to the Drainage Facilities. The Drainage Facilities identified in Exhibit F-2 shall not be transferred but shall remain in private ownership. The City has the right but not the obligation to inspect the facilities identified in Exhibit F-2 from and after the Effective Date, and shall notify the owners of those facilities of this right.

3.2.3.1.1.2 The County shall within 30 days of the Effective Date, for the area in which the "Drainage Property Interests" identified in Exhibit F, attached hereto and incorporated herein by reference, are located, convey the Drainage Property Interests by quit claim deed to the City; and the City shall accept the Drainage Property Interests, subject to all rights, conditions, covenants, obligations, limitations and reservations of record for such property interests. The City agrees to abide by and enforce all rights, conditions, covenants, obligations, limitations and reservations for the Drainage Facility Property Interests.

3.2.3.1.1.3 The County is willing to continue to perform surface water-related management services and maintenance on behalf of the City in the Annexation Areas after the Effective Date, via separate written contract between the Parties, which contract is no part of this Agreement.

3.2.3.1.1.4 The Parties will make staff available to identify and review any additional County-owned local drainage facilities, easements, and other property interests within the Annexation Areas that should appropriately be conveyed to the City. Such facilities and other property interests include those for which the County's facility acceptance process has not yet been completed, including both projects being constructed by the County as well as projects subject to County

approval that are constructed by third parties. Any such additional County-owned drainage properties or other property interests shall be transferred to the City pursuant to this Agreement and upon County approval, including if necessary the adoption of an ordinance authorizing the transfer of King County owned drainage properties and property interests. The transfer of responsibility for drainage facilities shall be documented in writing, including specific facilities transferred and the date of transfer and such documentation signed by the appropriate City representative and the Director of the King County Water and Land Resources Division.

3.2.3.1.2 Transfer of Park and Greenbelt Properties.

3.2.3.1.2.1 The County shall within 30 days of the Effective Date for the area in which the "Park and Greenbelt Properties" identified in Exhibit G, attached hereto and incorporated herein by reference, are located, convey by deed to the City, and the City shall accept, the Park and Greenbelt Properties, subject to all rights, conditions, covenants, obligations, limitations and reservations of record for such property interests.

3.2.3.1.3 Deed Covenants Regarding Park and Greenbelt Properties.

3.2.3.1.3.1 All deeds for the Parks Properties shall contain the following specific covenants pertaining to use, which covenants shall run with the land for the benefit of the County and the County land that makes up its public park, recreation and open space system:

"The City, as required by K.C.C. 4.56.070.F, covenants that the Property shall be continued to be used for open space, park, or recreation facility purposes or that other equivalent facilities within the County or City shall be received in exchange therefor."

"The City further covenants that it will not limit or restrict access to and use of the Property by non-city residents in any way that does not also apply to city residents. The City covenants that if differential fees for non-city residents are imposed, they will be reasonably related to the cost borne by city taxpayers to maintain, improve or operate the Property for parks and recreation purposes."

3.2.3.1.3.2 The deed for East Norway Hill Park shall also contain the following specific covenants, which covenants shall run with the land for the

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benefit of the County and the County land that makes up its public park, recreation and open space system:

"The City covenants that it shall abide by and enforce all terms, conditions and restrictions in King County Resolution 34571, including that the City covenants that the Property will continue to be used for the purposes contemplated by Resolution 34571, that the property shall not be transferred or conveyed except by agreement providing that lands shall continue to be used for the purposes contemplated by Resolution 34571, and that the Property shall not be converted to a different use unless other equivalent lands and facilities within the County or City shall be received in exchange therefor."

"The City covenants that it shall not use the property in a manner that would cause the interest on County bonds related to the property to no longer be exempt from federal income taxation."

3.2.3.1.3.3 All deeds for the Parks Properties shall also contain the following covenants, which covenants shall run with the land for the benefit of the County and the County land that makes up its public park, recreation and open space system:

"The City covenants that the County shall have standing to enforce these covenants,"

"The City covenants that it shall place the preceding covenants in any deed transferring the Property or a portion of the Property for public park, recreation or open space uses."

3.2.3.1.3.4 The City agrees to abide by and enforce all rights, conditions, covenants, obligations, limitations and reservations of record for the Greenbelt Properties. The deeds for the Greenbelt Properties shall contain the restrictions intended to preserve the use of said properties as greenbelts restricted to the uses placed on the properties at the time of their conveyance to King County, all as more specifically described in said deeds. The City covenants that it shall place said restrictions in any deed conveying any or a portion of the Greenbelt Properties.

3.2.3.1.3.5 The deeds for the Greenbelt Properties shall contain the following specific covenants pertaining to use, which are intended to be running covenants burdening and benefiting the Parties, and their successors and assigns, and which

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shall run with the land for the benefit of the County and the County land that makes up its public park, recreation and open space system:

"The City, as required by K.C.C. 4.56.070.F, covenants that the Property shall be continued to be used for open space, park, or recreation facility purposes or that other equivalent facilities within the County or City shall be received in exchange therefor."

"The City further covenants that it will not limit or restrict access to and use of the Property by non-city residents in any way that does not also apply to city residents. The City covenants that any and all user fees charged for the Property, including charges imposed by any lessees, concessionaires, service providers, and/or other assignees shall be at the same rate for non-City residents as for the residents of the City. The City covenants that if differential fees for non-city residents are imposed, they will be reasonably related to the cost borne by city taxpayers to maintain, improve or operate the Property for greenbelt purposes."

"The City covenants that the County shall have standing to enforce these covenants."

"The City covenants that it shall place these covenants in any deed conveying any or a portion of the Property."

3.2.3.1.3.6 Unless otherwise restricted, the City may convert Greenbelt Properties to Park Properties.

3.2.3.1.3.7 If the City acquires real property for open space, greenbelt, park or recreation purposes ("Other Property") after the Effective Date, and wishes to exchange the Other Property for equivalent Parks and Greenbelt property listed in Exhibit G ("Exchange Property"), then it may do so, subject to review and approval by the County; such approval not to be unreasonably withheld. In that event, the County will execute and record a release of the covenants, conditions, and restrictions ("CC&Rs") that the County imposed on the Exchange Property when the County conveyed it to the City, but only after the City executes and records a restrictive covenant applying those same CC&Rs to the Other Property.

3.2.3.1.4 Parks Property—Personal Property. There is no personal property located on the site.

3.2.3.1.5 Condition of and Responsibility for Operations, Maintenance, Repairs, and Improvements of Drainage Facilities, Drainage Facility Property Interests, and Park and Greenbelt Properties.

3.2.3.1.5.1 The City agrees to accept the Drainage Facilities, Drainage Facility Property Interests, Park Properties, and Greenbelt Properties in AS IS condition, and to assume full and complete responsibility for all operations, maintenance, repairs, and improvements of the Drainage Facilities, Drainage Facility Property Interests, Park Properties, and Greenbelt Properties.

3.2.3.1.5.2 King County does not make and specifically disclaims any warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose, with respect to the Drainage Facilities, Drainage Facility Property Interests, Greenbelt Properties or Park Properties; and no official, employee, representative or agent of King County is authorized otherwise.

3.2.3.1.5.3 The City acknowledges and agrees that except as indicated in Section 3.2.3.1.6.2, the County shall have no liability for, and that the City shall release and have no recourse against the County for, any defect or deficiency of any kind whatsoever in the Drainage Facilities, Drainage Facility Property Interests, Park Properties, or Greenbelt Properties without regard to whether such defect or deficiency was known or discoverable by the City or the County.

3.2.3.1.6 Environmental Liability related to the Drainage Facilities, Drainage Facility Property Interests, Park Properties, and Greenbelt Properties.

3.2.3.1.6.1 "Hazardous Materials" as used herein shall mean any hazardous, dangerous or toxic wastes, materials, or substances as defined in state or federal statutes or regulations as currently adopted or hereafter amended.

3.2.3.1.6.2 Nothing in this Agreement shall be deemed to waive any statutory claim for contribution that the City might have against the County under federal or state environmental statutes that arises from hazardous materials deposited or released on the Drainage Facilities, Drainage Facility Property Interests, Park Properties, or Greenbelt Properties by the County during the County's period of ownership. The City may not, however, assert such a claim to the extent that the City creates the need for or exacerbates the cost of remediation upon which a statutory claim for contribution is based as a result of the City performing construction activities on, changing the configuration of, or changing the use of

the Drainage Facilities, Drainage Facility Property Interests, Park Properties, or Greenbelt Properties.

3.2.3.1.6.3 If the City discovers the presence of hazardous materials at levels that could give rise to a statutory claim for contribution against the County it shall notify the County in writing within ninety (90) days of discovery. The Parties shall make their best efforts to reach agreement as to which Party is responsible for remediation under the terms of this Agreement prior to undertaking any remediation.

3.2.3.1.6.4 In no event shall the County be responsible for any costs of remediation that exceed the minimum necessary to satisfy the state or federal agency with jurisdiction over the remediation.

3.2.3.1.7 Indemnification related to Drainage Facilities, Drainage Facility Property Interests, Park Properties and Greenbelt Properties .

3.2.3.1.7.1 King County shall indemnify and hold harmless the City and its elected officials, officers, agents and employees, or any of them, from and against any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, arising from those occurrences related to the Drainage Facilities, Drainage Facility Property Interests, Park Properties and Greenbelt Properties that occurred prior to the Effective Date, except to the extent that indemnifying or holding the City harmless would be limited by Section 3.2.3.1.6 of this Agreement. In the event that any suit based upon such a claim, action, loss or damage is brought against the City or the City and King County, King County shall defend the same at its sole cost and expense and, if final judgment be rendered against the City and its elected officials, officers, agents and employees or jointly against the City and King County and their respective elected officials, officers, agents and employees, King County shall satisfy the same. The City acknowledges and agrees that if such claims, actions, suits, liability, loss, costs, expenses and damages are caused by or result from the concurrent negligence of the City, its agents, employees, and/or officers and the County, its agents, employees, and/or officers, this Section 3.2.3.1.7.1 shall be valid and enforceable only to the extent of the negligence of the County, its agents, employees and/or officers.

3.2.3.1.7.2 The City shall indemnify and hold harmless King County and its elected officials, officers, agents and employees, or any of them, from and against any and all claims, actions, suits, liability, loss, costs, expenses and damages of



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any nature whatsoever, arising from those occurrences related to the Drainage Facilities, Drainage Facility Property Interests, Park Properties and Greenbelt Properties that occur on or after the Effective Date, except to the extent that indemnifying or holding the County harmless would be limited by Section 3.2.3.1.6 of this Agreement. In the event that any suit based upon such a claim, action, loss or damage is brought against King County or King County and the City, the City shall defend the same at its sole cost and expense and, if final judgment be rendered against King County and its officers, agents and employees or jointly against King County and the City and their respective officers, agents and employees, the City shall satisfy the same. The County acknowledges and agrees that if such claims, actions, suits, liability, loss, costs, expenses and damages are caused by or result from the concurrent negligence of the City, its agents, employees, and/or officers and the County, its agents, employees, and/or officers, this Section 3.2.3.1.7.2 shall be valid and enforceable only to the extent of the negligence of the City, its agents, employees and/or officers.

3.2.3.1.7.3 For a period of three (3) years following transfer, each Party to this Agreement shall immediately notify the other of any and all claims, actions, losses or damages that arise or are brought against that Party relating to or pertaining to the Drainage Facilities, Drainage Facility Property Interests, Park Properties, or Greenbelt Properties.

3.2.3.1.7.4 Each Party to this Agreement agrees that its obligations under this Section 3.2.3.1.7 extend to any claim, demand, and/or cause of action brought by or on behalf of any employees, or agents. For this purpose, each Party to this Agreement, by mutual negotiation, hereby waives, with respect to the other Party only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW, but only to the extent necessary to indemnify the other party.

3.2.3.1.8 If the Parties mutually determine and jointly agree that any of the property CC&Rs newly imposed as a result of this Agreement are not legally required, then the Parties may agree to amend the relevant CC&Rs or waive their requirements, subject to King County Council legislative approval.

PART 4

PROVISIONS PERTINENT TO THE CITY OF BOTHELL  
AND KING COUNTY FIRE PROTECTION DISTRICT 16

4.1 GOALS OF THE AGREEMENT, IN ACCORDANCE WITH RCW  
35A.14.480(2)(a) (COMMUNITY INVOLVEMENT AND ANNEXATION SCHEDULE  
GOALS ARE ADDRESSED UNDER PART 2)

4.1.1 Transfer of revenues and assets between the City of Bothell and Fire District  
16.

4.1.1.1 Transfer of revenues. Fire district taxes shall be disbursed in accordance  
with RCW 35A.14.801 as stated in Sections 4.1.1.1.1 and 4.1.1.1.2. The City and Fire  
District 16 shall each receive its share of fire district taxes and EMS levy revenues based  
on the effective date of annexation.

4.1.1.1.1 Except as provided in Section 4.1.6 relating to outstanding indebtedness  
incurred by properties within Fire District 16, fire district taxes on annexed property  
that were levied, but not collected, and were not delinquent at the time of the  
annexation shall, when collected, be paid to the City at times required by King  
County, but no less frequently than by July 10<sup>th</sup> for collections through June 30<sup>th</sup> and  
January 10<sup>th</sup> for collections through December 31<sup>st</sup> following the annexation; and

4.1.1.1.2 Except as provided in Section 4.1.6 relating to outstanding indebtedness  
incurred by properties within Fire District 16, fire district taxes on annexed property  
that were levied, but not collected, and were delinquent at the time of the annexation  
and the pro rata share of the current year levy budgeted for general obligation debt,  
when collected, shall be paid to the fire district.

4.1.1.2 Benefit charges. Fire District 16 shall continue to collect any authorized  
benefit charges assessed against properties in the Annexation Areas within Fire District  
16.

4.1.1.3 Transfer of assets. In accordance with RCW 35A.14.400, insofar as the  
portion of Fire District 16 within the Bothell PAA constitutes less than sixty percent of  
the assessed value of the real property in the district, and additionally constitutes less than  
five percent of the land area in the district, Fire District 16 shall retain ownership of all

Fire District 16 assets and shall make no payments to the City for any percentage of the value of the District's assets.

**4.1.2 Impact to level of service for fire protection and emergency medical services.** In accordance with RCW 35A.92.050, the City agrees to maintain or better the fire protection and emergency services response times existing in the portion of the Annexation Areas served by Fire District 16 prior to annexation, at least through the end of the current budget cycle, if the annexation takes effect in the first half of such budget cycle, or through the end of the following budget cycle, if the annexation takes effect in the last half of the current budget cycle.

The Fire District 16 response times against which the City fire protection and emergency medical services performance shall be measured are those recorded prior to annexation as stated in the previous annual report for Fire District 16 and as reported in RCW 52.33.040.

Notwithstanding other provisions of this Agreement regarding transfer of personnel, in the event the City is unable to maintain these response times in the newly annexed area, the City agrees to the transfer of firefighters from Fire District 16 as a direct result of the annexation, as outlined in RCW 35A.14.485.

**4.1.3 Discussion with Fire District 16 regarding the division of assets and its impact to citizens inside and outside the proposed Annexation Areas.** Insofar as there would be no division of assets between Fire District 16 and the City, as stated in Section 4.1.1 above, there would be no related impact to citizens inside and outside the proposed Annexation Areas.

**4.1.5 Revenue sharing.** No revenue sharing shall occur between the City of Bothell and Fire District 16 upon annexation.

**4.1.6 Debt distribution.** No debt distribution shall occur between the City of Bothell and Fire District 16 upon annexation. Upon annexation, any outstanding indebtedness incurred by properties within Fire District 16 shall remain an obligation of said properties as if the annexation had not occurred, in accordance with RCW 35A.14.500.

**4.1.7 Capital facilities obligations of the City and Fire District 16.** The City and Fire District 16 shall have no capital facilities obligations to each other upon annexation.

**4.1.9 Application of Bothell's development regulations.** The development regulations of the City of Bothell, including those relating to fire prevention, would apply to

those portions of the Annexation Areas within Fire District 16 upon the effective date of annexation.

**4.2 SUBJECT AREAS, IN ACCORDANCE WITH RCW 35A.14.480(2)(b)**

**4.2.1 Transfer of Fire District 16 employees – General provisions in accordance with state law.**

**4.2.1.1** In accordance with RCW 35A.14.485, the City and Fire District 16 at the earliest reasonable opportunity shall jointly inform the employees of Fire District 16 about hires, separations, terminations, and any other changes in employment that are a direct consequence of annexation to Bothell of all or part of the portion of Fire District 16 within the Annexation Areas.

**4.2.1.2** An eligible Fire District 16 employee may transfer into the civil service system of the Bothell Fire Department by filing a written request with the Bothell Civil Service Commission and by giving written notice of the request to the Fire District 16 Board of Commissioners. Upon receipt of the request by the Bothell Civil Service Commission, the transfer of employment must be made. The needed employees shall be taken in order of seniority and the remaining employees who transfer as provided in this section and RCW 35.10.360 and 35.10.370 shall head the list for employment in the civil service system in order of their seniority, to the end that they shall be the first to be reemployed in the Bothell Fire Department when appropriate positions become available. Employees who are not immediately hired by Bothell shall be placed on a reemployment list for a period not to exceed sixty months unless a longer period is authorized by an agreement reached between the collective bargaining representatives of the employees of the City and Fire District 16 and the City and Fire District 16 agencies.

**4.2.1.3** Upon transfer, an employee is entitled to the employee rights, benefits, and privileges to which he or she would have been entitled as an employee of Fire District 16, including rights to:

**4.2.1.3.1** Compensation at least equal to the level of compensation at the time of transfer, unless the employee's rank and duties have been reduced as a result of the transfer. If the transferring employee is placed in a position with reduced rank and duties, the employee's compensation may be adjusted, but the adjustment may not result in a decrease of greater than fifty percent of the difference between the employee's compensation before the transfer and the compensation level for the position that the employee is transferred to;

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4.2.1.3.2 Retirement, vacation, sick leave, and any other accrued benefit;

4.2.1.3.3 Promotion and service time accrual; and

4.2.1.3.4 The length or terms of probationary periods, including no requirement for an additional probationary period if one had been completed before the transfer date.

Subsections 4.2.1.3.1 through 4.2.1.3.4 do not apply if upon transfer an agreement for different terms of transfer is reached between the collective bargaining representatives of the transferring employees and the City and Fire District 16.

4.2.1.4 If upon transfer, the transferring employee receives the rights, benefits, and privileges established under subsection 4.2.1.3 of this section, those rights, benefits, and privileges are subject to collective bargaining at the end of the current bargaining period for the jurisdiction to which the employee has transferred.

4.2.1.5 Such bargaining must take into account the years of service the transferring employee accumulated before the transfer and must be treated as if those years of service occurred in the jurisdiction to which the employee has transferred.

**4.2.2 Transfer of Fire District 16 employees – Provision specific to this Agreement concerning non-firefighter positions**

4.2.2.1 The City agrees to consider hiring any person employed by Fire District 16 in a non-firefighter position for any vacant non-firefighter City position or any new non-firefighter City position created as a result of annexation, subject to that person's qualifications for any such position, and in accordance with standard City policies for evaluation and hiring of job candidates. For the purposes of this Agreement, consideration shall at minimum include an interview if the person is found to be qualified for the non-firefighter City position for which such person has applied.

PART 5

PROVISIONS PERTINENT TO THE CITY OF BOTHELL  
AND WOODINVILLE FIRE & RESCUE

5.1 GOALS OF THE AGREEMENT. IN ACCORDANCE WITH RCW  
35A.14.480(2)(a) (COMMUNITY INVOLVEMENT AND ANNEXATION SCHEDULE  
GOALS ARE ADDRESSED UNDER PART 2)

5.1.1 Transfer of revenues and assets between the City of Bothell and WFR.

5.1.1.1 Transfer of revenues. Fire district taxes shall be disbursed in accordance with RCW 35A.14.801 as stated in Sections 5.1.1.1.1 and 5.1.1.1.2. The City and WFR shall each receive its share of fire district taxes and EMS levy revenues based on the effective date of annexation.

5.1.1.1.1 Except as provided in Section 5.1.6 relating to outstanding indebtedness incurred by properties within WFR, fire district taxes on annexed property that were levied, but not collected, and were not delinquent at the time of the annexation shall, when collected, be paid to the City at times required by King County, but no less frequently than by July 10<sup>th</sup> for collections through June 30<sup>th</sup> and January 10<sup>th</sup> for collections through December 31<sup>st</sup> following the annexation; and

5.1.1.1.2 Except as provided in Section 5.1.6 relating to outstanding indebtedness incurred by properties within WFR, fire district taxes on annexed property that were levied, but not collected, and were delinquent at the time of the annexation and the pro rata share of the current year levy budgeted for general obligation debt, when collected, shall be paid to the fire district.

5.1.1.2 Benefit charges. WFR shall continue to collect any authorized benefit charges assessed against properties in the Annexation Areas within WFR for the calendar year in which the annexation becomes effective.

5.1.1.3 Transfer of assets. In accordance with RCW 35A.14.400, insofar as the portion of WFR within the Bothell PAA constitutes less than sixty percent of the assessed value of the real property in the district, and additionally constitutes less than five percent of the land area in the district, WFR shall retain ownership of all WFR assets and shall make no payments to the City for any percentage of the value of the District's assets.

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**5.1.2 Impact to level of service for fire protection and emergency medical services.** In accordance with RCW 35A.92.050, the City agrees to maintain or better the fire protection and emergency services response times existing in the portion of the Annexation Areas served by WFR prior to annexation, at least through the end of the current budget cycle, if the annexation takes effect in the first half of such budget cycle, or through the end of the following budget cycle, if the annexation takes effect in the last half of the current budget cycle.

The WFR response times against which the City fire protection and emergency medical services performance shall be measured are those recorded prior to annexation as stated in the last annual report for WFR created before the effective date of annexation and as reported in RCW 52.33.040.

Notwithstanding other provisions of this Agreement regarding transfer of personnel, in the event the City is unable to maintain these response times in the newly annexed area, the City agrees to the transfer of firefighters terminated from WFR as a direct result of the annexation, in sufficient numbers to achieve and maintain response times in accordance with this subsection, as outlined in RCW 35A.14.485.

**5.1.3 Discussion with WFR regarding the division of assets and its impact to citizens inside and outside the proposed Annexation Areas.** Insofar as there would be no division of assets between WFR and the City, as stated in Section 5.1.1 above, there would be no related impact to citizens inside and outside the proposed Annexation Areas.

**5.1.5 Revenue sharing.** No revenue sharing shall occur between the City of Bothell and WFR upon annexation.

**5.1.6 Debt distribution.** No debt distribution shall occur between the City of Bothell and WFR upon annexation. Upon annexation, any outstanding indebtedness incurred by properties within WFR shall remain an obligation of said properties as if the annexation had not occurred, in accordance with RCW 35A.14.500.

**5.1.7 Capital facilities obligations of the City and WFR.** The City and WFR agree to address this goal, in accordance with RCW 35A.14.480(2)(a), via Section 5.2.4.

**5.1.9 Application of Bothell's development regulations.** The development regulations of the City of Bothell, including those relating to fire prevention, would apply to those portions of the Annexation Areas within WFR upon the effective date of annexation.

5.2 SUBJECT AREAS, IN ACCORDANCE WITH RCW 35A.14.480(2)(b).

5.2.1 Transfer of WFR employees – General provisions in accordance with state law.

5.2.1.1 In accordance with RCW 35A.14.485, the City and WFR at the earliest reasonable opportunity shall jointly inform the employees of WFR about hires, separations, terminations, and any other changes in employment that are a direct consequence of annexation to Bothell of all or part of the portion of WFR within the Annexation Areas.

5.2.1.2 An eligible WFR employee may transfer into the civil service system of the Bothell Fire Department by filing a written request with the Bothell Civil Service Commission and by giving written notice of the request to the WFR Board of Commissioners. Upon receipt of the request by the Bothell Civil Service Commission, the transfer of employment must be made. The needed employees shall be taken in order of seniority and the remaining employees who transfer as provided in this section and RCW 35.10.360 and 35.10.370 shall head the list for employment in the civil service system in order of their seniority, to the end that they shall be the first to be reemployed in the Bothell Fire Department when appropriate positions become available. Employees who are not immediately hired by Bothell shall be placed on a reemployment list for a period not to exceed sixty months unless a longer period is authorized by an agreement reached between the collective bargaining representatives of the employees of the City and WFR and the City and WFR agencies.

5.2.1.3 Upon transfer, an employee is entitled to the employee rights, benefits, and privileges to which he or she would have been entitled as an employee of WFR, including rights to:

5.2.1.3.1 Compensation at least equal to the level of compensation at the time of transfer, unless the employee's rank and duties have been reduced as a result of the transfer. If the transferring employee is placed in a position with reduced rank and duties, the employee's compensation may be adjusted, but the adjustment may not result in a decrease of greater than fifty percent of the difference between the employee's compensation before the transfer and the compensation level for the position that the employee is transferred to;

5.2.1.3.2 Retirement, vacation, sick leave, and any other accrued benefit;

5.2.1.3.3 Promotion and service time accrual; and



**5.2.1.3.4** The length or terms of probationary periods, including no requirement for an additional probationary period if one had been completed before the transfer date.

Subsections 5.2.1.3.1 through 5.2.1.3.4 do not apply if upon transfer an agreement for different terms of transfer is reached between the collective bargaining representatives of the transferring employees and the City and WFR.

**5.2.1.4** If upon transfer, the transferring employee receives the rights, benefits, and privileges established under subsection 5.2.1.3 of this section, those rights, benefits, and privileges are subject to collective bargaining at the end of the current bargaining period for the jurisdiction to which the employee has transferred.

**5.2.1.5** Such bargaining must take into account the years of service the transferring employee accumulated before the transfer and must be treated as if those years of service occurred in the jurisdiction to which the employee has transferred.

**5.2.2 Transfer of WFR employees – Provision specific to this Agreement concerning firefighter positions**

**5.2.2.1** If any WFR firefighters are or will be terminated as a consequence of the annexations provided for herein, the City agrees to hire at least two (2) such displaced firefighters upon the effective date of annexation, following applicable procedures in accordance with RCW 35A.14.485 and Section 5.2.1 of this Agreement.

**5.2.3 Transfer of WFR employees – Provision specific to this Agreement concerning non-firefighter positions**

**5.2.3.1** The City agrees to consider hiring any person employed by WFR in a non-firefighter position for any vacant non-firefighter City position or any new non-firefighter position created as a result of annexation, subject to that person's qualifications for any such position, and in accordance with standard City policies for evaluation and hiring of job candidates. For the purposes of this Agreement, consideration shall at minimum include an interview if the person is found to be qualified for the non-firefighter City position for which such person has applied.

**5.2.4 Fire stations – Provisions specific to this Agreement concerning potential future staffing and construction of fire stations**

**5.2.4.1** The City and WFR agree to collaborate to determine the feasibility of re-opening WFR Station 34.

**5.2.4.2** WFR agrees to direct the proceeds from any future sale of Station 34, comprising the land and the buildings thereon, towards siting, design and construction of a new fire station beneficially situated to serve both the City and WFR. Nothing herein obligates WFR to sell Station 34. WFR's obligation pursuant to this subsection is conditioned upon the City's Council authorizing the construction of a new fire station; upon voter approval of a City bond measure to help pay for such new station; and upon the City securing the remainder of necessary funding for such new station. If the foregoing conditions are not met within five years of the execution of this Agreement, this subsection shall be null and void. WFR's obligation to commit proceeds of a sale of Station 34 under this subsection shall be capped at the fair market value of Station 34 as of the effective date of this Agreement, as established by a professional appraisal to be obtained by WFR within 120 days of the effective date of this Agreement.

**5.2.5 Study and consideration of consolidation options.**

**5.2.5.1** The City is currently evaluating alternative fire and emergency medical service models including the formation of a Regional Fire Authority, annexing to a Fire District or contracting with another agency for fire and emergency medical service. In the event the City determines to further explore any of the previously mentioned models, WFR and the City agree to jointly study and to consider in good faith, including through such public hearings and other processes as the parties determine will further the public interest, options for the regional consolidation of fire service within and between the City, WFR and other neighboring entities. Such consolidation options include, without limitation, City annexation to WFR; one agency serving the other through an interlocal agreement; and formation of a regional fire authority pursuant to Ch. 52.26 RCW.

PART 6

APPROVAL BY THE PARTIES

IN WITNESS WHEREOF, the Parties have signed this Agreement.

CITY OF BOTHELL

KING COUNTY

By: \_\_\_\_\_  
Robert S. Stowe  
City Manager

By: \_\_\_\_\_  
Dow Constantine  
County Executive

ATTEST:

ATTEST:

\_\_\_\_\_  
JoAnne Trudel  
City Clerk

\_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
Joseph N. Beck  
City Attorney

\_\_\_\_\_  
Jennifer Stacy  
Deputy Prosecuting Attorney

NORTHSHORE FIRE DEPARTMENT  
KING COUNTY FIRE DISTRICT 16

WOODINVILLE FIRE & RESCUE

By: \_\_\_\_\_  
James Torpin  
Chief

By: \_\_\_\_\_  
Tim Osgood  
Chair of the Board of Commissioners

ATTEST:

ATTEST:

\_\_\_\_\_  
Andrea McDaniel  
Board Secretary

\_\_\_\_\_  
Margene Michael  
Board Secretary

APPROVED AS TO FORM:

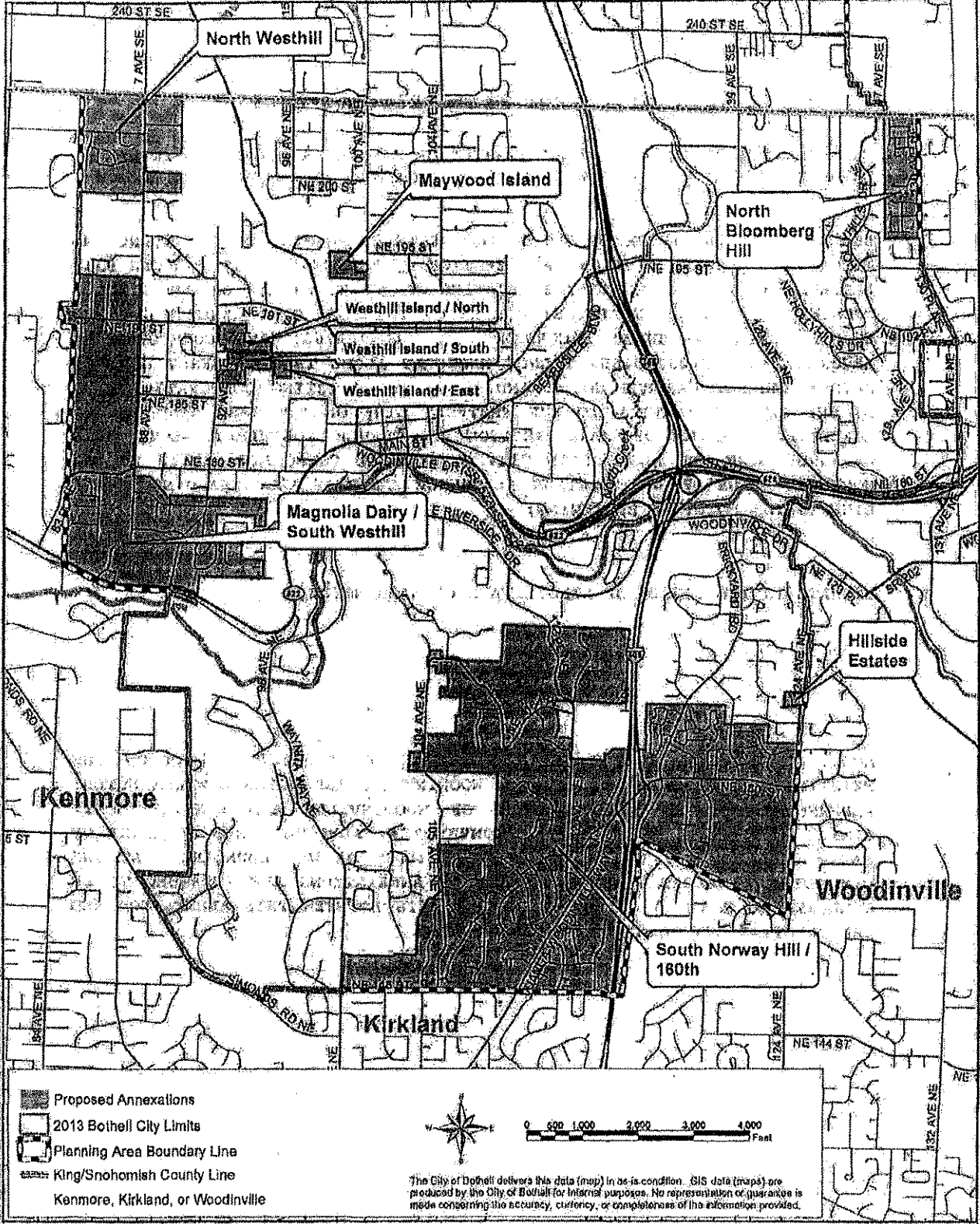
APPROVED AS TO FORM:

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Kinnon W. Williams  
King County Fire District 16 Attorney

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Jeffrey Ganson  
Woodinville Fire & Rescue Attorney



# Proposed Bothell Annexations

Annexation for North Bloomberg Hill

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 26 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WESTERLY MARGIN OF 130<sup>TH</sup> AVENUE NE WITH THE NORTHERLY LINE OF SAID SECTION 4; THENCE SOUTHERLY ALONG SAID WESTERLY MARGIN AND ALONG THE EXISTING CORPORATE LIMITS OF THE CITY OF WOODINVILLE, TO THE NORTHEAST CORNER OF THE PLAT OF PARKHURST GARDENS NO. 2, RECORDED UNDER RECORDING NO. 7609300763, AND CORRECTED BY RECORDING NO. 7703240465; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID PARKHURST GARDENS NO. 2 AND ALONG THE EXISTING CORPORATE LIMITS OF THE CITY OF BOTHELL TO THE WESTERLY LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 4; THENCE NORTHERLY ALONG SAID WESTERLY LINE AND ALONG SAID CITY OF BOTHELL CORPORATE LIMITS TO THE NORTHERLY LINE OF SAID SECTION 4; THENCE EASTERLY ALONG SAID NORTHERLY LINE TO THE POINT OF BEGINNING;

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

NOTE: IT IS THE INTENT OF THIS LEGAL DESCRIPTION TO FOLLOW THE EXISTING CORPORATE CITY LIMITS OF WOODINVILLE AND BOTHELL WHERE NOTED. REFERENCES TO THE INCORPORATION OF WOODINVILLE AND EXISTING CITY LIMITS OF BOTHELL ARE MEANT TO CONVEY THAT ALTHOUGH PRESENT RIGHT OF WAY BOUNDARIES MAY BE DIFFERENT, THE RIGHT OF WAY BOUNDARIES AT THE TIME OF THE ORIGINAL INCORPORATION OR ANNEXATIONS ARE INTENDED TO BE FOLLOWED SO THAT NO GAP OR OVERLAP EXISTS BETWEEN THIS ANNEXATION AND THE EXISTING CITY LIMITS OF THOSE CITIES.

Annexation for Hillside Estates

THAT PORTION OF SECTION 9, TOWNSHIP 26 NORTH, RANGE 5 EAST W.M. IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EASTERLY MARGIN OF 124<sup>TH</sup> AVENUE NE WITH THE SOUTHERLY LINE OF SAID SECTION 9; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID SECTION 9 TO THE WESTERLY MARGIN OF SAID 124<sup>TH</sup> AVENUE NE; THENCE CONTINUING WESTERLY ALONG THE SOUTHERLY LINE OF SAID SECTION 9 AND ALONG THE EXISTING CORPORATE LIMITS OF THE CITY OF BOTHELL TO THE SOUTHWEST CORNER OF THE PLAT OF HILLSIDE ESTATES, RECORDED UNDER RECORDING NO. 9506200447; THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID PLAT OF HILLSIDE ESTATES AND ALONG SAID CITY OF BOTHELL CORPORATE LIMITS TO THE NORTHWEST CORNER OF SAID PLAT OF HILLSIDE ESTATES; THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID PLAT OF HILLSIDE ESTATES AND ALONG SAID CITY OF BOTHELL CORPORATE LIMITS TO THE WESTERLY MARGIN OF SAID 124<sup>TH</sup> AVENUE NE; THENCE CONTINUING EASTERLY ALONG SAID CORPORATE LIMITS TO THE EASTERLY MARGIN OF SAID 124<sup>TH</sup> AVENUE NE; THENCE SOUTHERLY ALONG SAID EASTERLY MARGIN AND ALONG THE EXISTING CORPORATE LIMITS OF THE CITY OF WOODINVILLE TO THE POINT OF BEGINNING;

EXCEPT THAT PORTION OF SAID 124<sup>TH</sup> AVENUE NE AS DEEDED TO KING COUNTY WITH THE RECORDING OF KING COUNTY SHORT PLAT NO. 482097, RECORDED UNDER RECORDING NO. 8210010606, RECORDS OF KING COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

NOTE: IT IS THE INTENT OF THIS LEGAL DESCRIPTION TO FOLLOW THE EXISTING CORPORATE CITY LIMITS OF WOODINVILLE AND BOTHELL WHERE NOTED. REFERENCES TO THE INCORPORATION OF WOODINVILLE AND EXISTING CITY LIMITS OF BOTHELL ARE MEANT TO CONVEY THAT ALTHOUGH PRESENT RIGHT OF WAY BOUNDARIES MAY BE DIFFERENT, THE RIGHT OF WAY BOUNDARIES AT THE TIME OF THE ORIGINAL INCORPORATION OR ANNEXATIONS ARE INTENDED TO BE FOLLOWED SO THAT NO GAP OR OVERLAP EXISTS BETWEEN THIS ANNEXATION AND THE EXISTING CITY LIMITS OF THOSE CITIES.

Annexation South Norway Hill / NE 160<sup>th</sup> St.

THAT PORTION OF SECTIONS 8, 16, 17, TOWNSHIP 26 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WESTERLY MARGIN OF 124<sup>TH</sup> AVENUE NE WITH THE NORTHERLY PLAT BOUNDARY OF TOTEM ESTATES, RECORDED UNDER RECORDING NO. 7612070638; THENCE SOUTHERLY ALONG SAID WESTERLY MARGIN AND ALONG THE EXISTING CORPORATE LIMITS OF THE CITY OF WOODINVILLE TO THE SOUTHERLY RIGHT-OF-WAY MARGIN OF THE TOLT RIVER PIPELINE; THENCE NORTHWESTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY MARGIN OF THE TOLT RIVER PIPELINE, TO THE EASTERLY MARGIN OF PRIMARY STATE HIGHWAY NO. 1 (SR-405) AS IT NOW EXISTS; THENCE SOUTHERLY ALONG THE EASTERLY MARGIN OF SAID STATE HIGHWAY TO THE SOUTH LINE OF SAID SECTION 17; THENCE WESTERLY ALONG SAID SOUTH LINE TO THE SOUTHERLY EXTENSION OF THE EAST LINE OF THE PLAT OF WINDSOR VISTA NO. 1, RECORDED UNDER RECORDING NO. 6703086147300; THENCE NORTHERLY ALONG SAID SOUTHERLY EXTENSION TO THE NORTHERLY MARGIN OF NE 145<sup>TH</sup> STREET; THENCE WESTERLY ALONG SAID NORTHERLY MARGIN TO THE EASTERLY MARGIN OF 100<sup>TH</sup> AVENUE NE; THENCE ALONG THE EXISTING CORPORATE LIMITS OF THE CITY OF BOTHELL THE FOLLOWING COURSES TO THE POINT OF BEGINNING: THENCE NORTHERLY ALONG SAID EASTERLY MARGIN OF 100<sup>TH</sup> AVENUE NE TO THE NORTHWEST CORNER OF LOT A, OF KING COUNTY LOT LINE ADJUSTMENT NO. L96L0179, RECORDED UNDER RECORDING NUMBER 9703140189; THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT A, TO A POINT LYING 49.45 FEET WESTERLY OF THE NORTHEAST CORNER OF SAID LOT A; THENCE NORTHERLY TO THE SOUTHWEST CORNER OF LOT 11 OF THE PLAT OF BRIDLEWOOD SOUTH RECORDED UNDER RECORDING NO. 9505080602; THENCE EASTERLY ALONG THE SOUTH PLAT BOUNDARY OF SAID BRIDLEWOOD SOUTH TO THE WESTERLY BOUNDARY OF THE PLAT OF NORWAY VIEW RECORDED UNDER RECORDING NO. 8312200395; THENCE NORTHERLY AND NORTHEASTERLY ALONG THE WESTERLY BOUNDARY OF SAID PLAT OF NORWAY VIEW, TO THE NORTHWESTERLY CORNER OF LOT 32 OF SAID PLAT OF NORWAY VIEW; THENCE NORTHEASTERLY ALONG THE NORTHERLY LINES OF LOTS 32 AND 31 OF SAID PLAT OF NORWAY VIEW TO THE WESTERLY MARGIN OF 105<sup>TH</sup> AVENUE NE; THENCE NORTHERLY ALONG SAID WESTERLY MARGIN TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 17; THENCE EASTERLY ALONG SAID NORTH LINE TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 17; THENCE NORTHERLY ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 17 TO THE NORTHEAST CORNER OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 17; THENCE WESTERLY ALONG THE NORTH LINE OF SAID SOUTH HALF TO THE WESTERLY LINE OF THE EAST 264 FEET OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 17;



THENCE NORTHERLY ALONG SAID WESTERLY LINE TO THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER SAID SECTION 17; THENCE EASTERLY ALONG SAID NORTH LINE TO THE WESTERLY MARGIN OF 104<sup>TH</sup> AVENUE NE; THENCE NORTHERLY ALONG SAID WESTERLY MARGIN TO THE WESTERLY EXTENSION OF THE CENTERLINE INTERSECTION OF THE VACATED RIGHT-OF-WAY AS SHOWN ON THE UNRECORDED PLAT OF MOTOR CREST VILLA, SAID CENTERLINE LYING 20 FEET SOUTHERLY OF THE SOUTH LINE OF BLOCK 2 OF SAID UNRECORDED PLAT; THENCE EASTERLY ALONG SAID CENTERLINE TO THE CENTERLINE INTERSECTION OF VACATED RIGHT-OF-WAY AS SHOWN ON SAID UNRECORDED PLAT OF MOTOR CREST VILLA; SAID CENTERLINE INTERSECTION LYING 20 FEET WESTERLY OF THE SOUTHWEST CORNER OF LOT 3, BLOCK 1, OF SAID UNRECORDED PLAT; THENCE NORTHERLY ALONG SAID VACATED RIGHT-OF-WAY CENTERLINE LYING BETWEEN BLOCKS 1 AND 2 OF SAID UNRECORDED PLAT, TO THE SOUTH LINE OF LOT 1 OF KING COUNTY SHORT PLAT NO. KCSP 786028, RECORDED UNDER RECORDING NUMBER 8902230357; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 1, TO THE SOUTHWEST CORNER OF LOT 2 OF SAID SHORT PLAT; THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID LOT 2, TO THE NORTH LINE OF SAID SECTION 17; THENCE WESTERLY ALONG THE NORTH LINE OF SAID SECTION 17 TO THE EAST LINE OF THE WEST 250 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 17; THENCE NORTHERLY ALONG SAID EAST LINE TO THE NORTH LINE OF THE SOUTH 165 FEET OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE EASTERLY ALONG SAID NORTH LINE TO THE SOUTHEAST CORNER OF LOT 1 OF KING COUNTY SHORT PLAT NO. KCSP 177096, RECORDED UNDER RECORDING NUMBER 7705130585; THENCE NORTHERLY ALONG THE EAST LINES OF LOTS 1 AND 2 OF SAID SHORT PLAT TO THE SOUTH LINE OF LOT 3 OF THE PLAT OF FRAMAN ADDITION RECORDED UNDER RECORDING NO. 5112848; THENCE WESTERLY ALONG THE SOUTH LINES OF LOTS 3, 4, 5 AND 6 OF SAID PLAT OF FRAMAN ADDITION TO THE SOUTHWEST CORNER OF SAID LOT 6; THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 6, TO THE SOUTHEAST CORNER OF LOT 7 OF SAID PLAT OF FRAMAN ADDITION; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOT 7 AND THE WESTERLY EXTENSION THEREOF TO THE WESTERLY MARGIN OF 104<sup>TH</sup> AVENUE NE; THENCE NORTHERLY ALONG SAID WESTERLY MARGIN TO AN INTERSECTION WITH THE NORTHERLY MARGIN OF NE 168<sup>TH</sup> STREET; THENCE EASTERLY ALONG SAID NORTHERLY MARGIN 49.73 FEET; THENCE NORTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 20 FEET A DISTANCE OF 31.15 FEET TO A POINT WHICH IS 30 FEET EAST OF WHEN MEASURED AT RIGHT ANGLES TO THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 8; THENCE NORTHERLY PARALLEL WITH SAID WEST LINE 80.28 FEET; THENCE EASTERLY TO THE NORTHWEST CORNER OF LOT 4 OF THE PLAT OF NORWAY HILL RECORDED UNDER RECORDING NO. 6050289; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID LOT 4 TO THE NORTHERLY MARGIN OF NE 168<sup>TH</sup> STREET; THENCE EASTERLY ALONG SAID NORTHERLY MARGIN TO THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 8; THENCE EASTERLY ALONG SAID NORTH

LINE TO THE NORTHEAST CORNER OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 8; THENCE NORTHERLY ALONG THE WEST LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 8, TO THE NORTHWEST CORNER OF SAID SOUTH HALF; THENCE EASTERLY ALONG SAID SOUTH HALF TO THE WESTERLY MARGIN OF PRIMARY STATE HIGHWAY NO. 1 (SR-405); THENCE SOUTHERLY ALONG SAID WESTERLY MARGIN TO THE NORTH LINE OF SAID SECTION 17; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID SECTION 17 TO THE NORTHWEST CORNER OF LOT 9 OF THE PLAT OF SANDRIDGE RECORDED UNDER RECORDING NO. 8703111136; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID LOT 9 AND THE SOUTHERLY EXTENSION THEREOF TO THE SOUTHERLY MARGIN OF NE 164<sup>TH</sup> PLACE; THENCE EASTERLY ALONG SAID SOUTHERLY MARGIN, TO THE NORTHWEST CORNER OF LOT 11 OF SAID PLAT OF SANDRIDGE; THENCE SOUTHERLY ALONG THE WESTERLY LINES OF LOTS 11, 12 AND 13 OF SAID PLAT OF SANDRIDGE TO THE SOUTHWEST CORNER OF SAID LOT 13; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID LOT 13, TO THE WESTERLY MARGIN OF 112<sup>TH</sup> AVENUE NE; THENCE SOUTHERLY ALONG SAID WESTERLY MARGIN TO AN INTERSECTION WITH THE NORTHERLY LINE OF LOT C OF KING COUNTY BOUNDARY LINE ADJUSTMENT NO. L94L0111, RECORDED UNDER RECORDING NUMBER 9505229002, EXTENDED WESTERLY; THENCE EASTERLY ALONG SAID WESTERLY EXTENSION AND ALONG THE NORTHERLY LINE OF LOTS C, E AND D OF SAID KING COUNTY BOUNDARY LINE ADJUSTMENT NO. L94L0111, TO THE WESTERLY MARGIN OF PRIMARY STATE HIGHWAY NO. 1 (SR-405); THENCE NORTHERLY ALONG SAID WESTERLY MARGIN TO THE NORTH LINE OF LOT B OF SAID BOUNDARY LINE ADJUSTMENT L94L0111. THENCE EASTERLY ALONG THE EASTERLY EXTENSION OF SAID NORTH LINE TO THE EAST LINE OF THAT PORTION OF STATE RIGHT-OF-WAY CONVEYED TO STATE IN VOLUME 4827 OF DEEDS, ON PAGE 508; THENCE SOUTHERLY ALONG SAID EAST LINE, AND THE WEST LINE OF THAT PORTION DEEDED TO THE STATE UNDER RECORDING NUMBER 20080328002358 TO THE INTERSECTION WITH THE EASTERLY EXTENSION OF THE SOUTH LINE OF TRACT B OF SAID BOUNDARY LINE ADJUSTMENT L94L0111; THENCE EASTERLY ALONG THE EASTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT B, TO THE WESTERLY LINE OF SONOMA VILLERO, A CONDOMINIUM RECORDED UNDER RECORDING NUMBER 20000717001545; THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID SONOMA VILLERO A CONDOMINIUM TO THE NORTHWEST CORNER OF SAID SECTION 16; THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID SECTION 16, TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 16; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SUBDIVISION TO THE NORTHWEST CORNER OF THE PLAT OF TOTEM ESTATES RECORDED UNDER RECORDING NO. 7612070638; THENCE EASTERLY, SOUTHERLY AND EASTERLY FOLLOWING THE NORTHERLY PLAT BOUNDARY OF SAID PLAT OF TOTEM ESTATES TO THE POINT OF BEGINNING;

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

NOTE: IT IS THE INTENT OF THIS LEGAL DESCRIPTION TO FOLLOW THE EXISTING CORPORATE CITY LIMITS OF WOODINVILLE AND BOTHELL WHERE NOTED. REFERENCES TO THE INCORPORATION OF WOODINVILLE AND EXISTING CITY LIMITS OF BOTHELL ARE MEANT TO CONVEY THAT ALTHOUGH PRESENT RIGHT OF WAY BOUNDARIES MAY BE DIFFERENT, THE RIGHT OF WAY BOUNDARIES AT THE TIME OF THE ORIGINAL INCORPORATION OR ANNEXATIONS ARE INTENDED TO BE FOLLOWED SO THAT NO GAP OR OVERLAP EXISTS BETWEEN THIS ANNEXATION AND THE EXISTING CITY LIMITS OF THOSE CITIES.

Annexation Magnolia Dairy/ South Westhill

THAT PORTION OF SECTIONS 6 AND 7, TOWNSHIP 26 NORTH, RANGE 5 EAST, W.M., AND THAT PORTION OF SECTION 1, TOWNSHIP 26 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF SAID SECTION 7 WITH THE SOUTHERLY LINE OF BOTHELL WAY NE (SR 522); THENCE NORTHERLY ALONG THE WEST LINE OF SAID SECTION 7 AND ALONG THE EXISTING CORPORATE LIMITS OF THE CITY OF KENMORE TO THE NORTHWEST CORNER OF SAID SECTION 7; THENCE CONTINUING NORTHERLY ALONG THE EAST LINE OF SAID SECTION 1 TO THE SOUTH LINE OF THE NORTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 1; THENCE WESTERLY ALONG SAID SOUTH LINE TO THE WEST LINE OF THE EAST 200 FEET OF THE SOUTHEAST QUARTER OF SAID SECTION 1; THENCE NORTHERLY ALONG SAID WEST LINE TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 1; THENCE WESTERLY ALONG SAID SOUTH LINE TO THE WEST LINE OF THE EAST 250 FEET OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 1; THENCE NORTHERLY ALONG SAID WEST LINE TO THE NORTH LINE OF THE SOUTH 247.83 FEET OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 1; THENCE EASTERLY ALONG SAID NORTH LINE TO THE EAST LINE OF SAID SECTION 1; THENCE NORTHERLY ALONG THE EAST LINE OF SAID SECTION 1 TO A POINT OF INTERSECTION WITH NORTHERLY PLAT BOUNDARY OF SUNLAKE ADDITION DIVISION 2 RECORDED UNDER RECORDING NUMBER 6371232, EXTENDED WESTERLY; THENCE EASTERLY ALONG SAID WESTERLY EXTENSION AND ALONG THE EXISTING CORPORATE LIMITS OF THE CITY OF BOTHELL TO THE NORTHEAST CORNER OF SAID PLAT OF SUNLAKE ADDITION DIVISION 2; THENCE CONTINUING

EASTERLY ALONG THE EASTERLY EXTENSION OF THE NORTHERLY PLAT BOUNDARY OF SAID PLAT OF SUNLAKE ADDITION DIVISION 2 TO THE WESTERLY MARGIN OF 88<sup>TH</sup> AVENUE NE; THENCE SOUTHERLY ALONG SAID WESTERLY MARGIN TO THE NORTH LINE OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 7; THENCE EASTERLY ALONG SAID NORTH LINE TO THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE SAID SECTION 7; THENCE SOUTHERLY ALONG SAID WEST LINE TO THE NORTH LINE OF THE SOUTH HALF OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 7; THENCE EASTERLY ALONG SAID NORTH LINE TO THE EASTERLY MARGIN OF THE TOLT RIVER PIPE LINE RIGHT-OF-WAY; THENCE SOUTHEASTERLY ALONG SAID EASTERLY MARGIN TO THE WEST MARGIN OF 90<sup>TH</sup> PLACE NE; THENCE NORTHERLY ALONG SAID WEST MARGIN TO THE SOUTHWEST CORNER OF THE PLAT OF HADDEN PARK RECORDED UNDER RECORDING NUMBER 5388320; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID PLAT OF HADDEN PARK TO THE WESTERLY MARGIN OF 92<sup>ND</sup> AVENUE NE; THENCE CONTINUING EASTERLY ALONG THE EASTERLY EXTENSION OF SAID SOUTH LINE TO THE

EASTERLY MARGIN OF SAID 92<sup>ND</sup> AVENUE NE AT A POINT OF INTERSECTION WITH THE SOUTHERLY BOUNDARY OF THE PLAT OF BERG'S WEST VIEW ADDITION TO BOTHELL RECORDED UNDER RECORDING NUMBER 5050823, EXTENDED WESTERLY; THENCE EASTERLY ALONG SAID WESTERLY EXTENSION TO THE SOUTHEAST CORNER OF SAID PLAT OF BERG'S WEST VIEW ADDITION TO BOTHELL; THENCE CONTINUING EASTERLY ALONG THE EASTERLY EXTENSION OF THE SOUTH LINE OF SAID PLAT TO THE NORTHERLY EXTENSION OF THE EAST LINE OF TRACT C, BOTHELL ORDINANCE 384, PASSED 1/7/1963; THENCE SOUTHERLY ALONG SAID NORTHERLY EXTENSION, AND ALONG THE EXISTING CORPORATE LIMITS OF THE CITY OF BOTHELL TO INTERSECT A LINE LYING 179.82 FEET NORTHERLY OF AND PARALLEL WITH THE NORTHERLY MARGIN OF NE 175<sup>TH</sup> STREET; THENCE WESTERLY PARALLEL WITH SAID NORTHERLY MARGIN TO THE EAST BOUNDARY OF THE PLAT OF WOODLAND MANOR RECORDED UNDER RECORDING NUMBER 5713688; THENCE NORTHERLY ALONG SAID EAST PLAT BOUNDARY TO THE NORTHEAST CORNER OF SAID PLAT OF WOODLAND MANOR; THENCE WESTERLY ALONG THE NORTH PLAT BOUNDARY OF SAID WOODLAND MANOR TO THE NORTHWEST CORNER OF SAID PLAT; THENCE SOUTHERLY ALONG THE WEST BOUNDARY OF SAID PLAT OF WOODLAND MANOR TO A LINE 10 FEET SOUTHERLY OF AND PARALLEL WITH THE NORTHERLY MARGIN OF NE 175<sup>TH</sup> STREET; THENCE EASTERLY PARALLEL WITH SAID NORTHERLY MARGIN TO A POINT OF INTERSECTION WITH THE WEST BOUNDARY OF CITY OF BOTHELL SHORT PLAT NO. 0002-93, RECORDED UNDER RECORDING NUMBER 9510309012, EXTENDED NORTHERLY; THENCE SOUTHERLY ALONG SAID NORTHERLY EXTENSION AND ALONG SAID WEST BOUNDARY TO THE SOUTHWEST CORNER OF SAID SHORT PLAT NO. 0002-93; THENCE EASTERLY ALONG THE SOUTH LINE OF LOT 1 OF SAID SHORT PLAT, AND ITS EASTERLY EXTENSION THEREOF TO THE NORTHEAST CORNER OF TRACT A OF KING COUNTY SHORT PLAT NO. L0480018, RECORDED UNDER RECORDING NUMBER 20100512900002, ALSO BEING THE WESTERLY MARGIN OF 95<sup>TH</sup> AVENUE NE; THENCE EASTERLY ALONG THE EASTERLY EXTENSION OF THE NORTH LINE OF SAID TRACT A TO THE CENTERLINE OF 95<sup>TH</sup> AVENUE NE; THENCE SOUTHERLY ALONG SAID CENTERLINE AND ALONG THE EXISTING CORPORATE LIMITS OF THE CITY OF BOTHELL TO THE NORTHERLY MARGIN OF NE 173<sup>RD</sup> STREET; THENCE WESTERLY ALONG SAID NORTHERLY MARGIN TO THE WESTERLY MARGIN OF 92<sup>ND</sup> AVENUE NE; THENCE SOUTHERLY ALONG SAID WESTERLY MARGIN, SAID WESTERLY MARGIN ALSO BEING THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7, TO THE NORTHERLY MARGIN OF BOTHELL WAY NE (SR 522); THENCE WESTERLY ALONG SAID NORTH MARGIN TO THE NORTHERLY EXTENSION OF THE EAST LINE OF TRACT A OF BOTHELL SHORT PLAT NO. D-83-112. THENCE NORTHERLY ALONG SAID EAST LINE TO THE SOUTH MARGIN OF BOTHELL WAY NE (SR 522) AND THE EXISTING CORPORATE LIMITS OF THE CITY OF KENMORE; THENCE WESTERLY ALONG SAID SOUTH MARGIN AND ALONG SAID CITY OF KENMORE CORPORATE LIMITS TO THE POINT OF BEGINNING;

TOGETHER WITH THAT PORTION OF THE BURKE GILMAN TRAIL (FORMERLY NORTHERN PACIFIC RAILROAD) IN SAID SOUTHWEST QUARTER OF SECTION 7, AND LYING EASTERLY OF THE EAST LINE OF TRACT A OF BOTHELL SHORT PLAT NO. D-83-112.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

NOTE: IT IS THE INTENT OF THIS LEGAL DESCRIPTION TO FOLLOW THE EXISTING CORPORATE CITY LIMITS OF KENMORE AND BOTHELL WHERE NOTED. REFERENCES TO THE INCORPORATION OF KENMORE AND EXISTING CITY LIMITS OF BOTHELL ARE MEANT TO CONVEY THAT ALTHOUGH PRESENT RIGHT OF WAY BOUNDARIES MAY BE DIFFERENT, THE RIGHT OF WAY BOUNDARIES AT THE TIME OF THE ORIGINAL INCORPORATION OR

ANNEXATIONS ARE INTENDED TO BE FOLLOWED SO THAT NO GAP OR OVERLAP EXISTS BETWEEN THIS ANNEXATION AND THE EXISTING CITY LIMITS OF THOSE CITIES.

Annexation North Westhill

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 NORTH, RANGE 5 EAST, W.M, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 6; THENCE EASTERLY ALONG THE NORTH LINE OF SAID SECTION 6 AND ALONG THE SNOHOMISH AND KING COUNTY BOUNDARY, TO THE EAST LINE OF THE WEST HALF OF GOVERNMENT LOT 3; THENCE SOUTHERLY ALONG SAID EAST LINE TO THE NORTH LINE OF THE SOUTH QUARTER OF SAID GOVERNMENT LOT 3; THENCE WESTERLY ALONG SAID NORTH LINE TO THE EASTERLY MARGIN OF 88<sup>TH</sup> AVENUE NE; THENCE SOUTHERLY ALONG SAID EASTERLY MARGIN TO THE NORTH BOUNDARY OF KING COUNTY SHORT PLAT NO. 280077 RECORDED UNDER RECORDING NUMBER 8204080409; THENCE EASTERLY ALONG SAID NORTH BOUNDARY TO THE NORTHEAST CORNER OF SAID SHORT PLAT NO. 280077; THENCE SOUTHERLY ALONG THE EAST BOUNDARY OF SAID SHORT PLAT NO. 280077 TO SOUTHEAST CORNER OF SAID SHORT PLAT; THENCE WESTERLY ALONG THE SOUTH BOUNDARY OF SAID SHORT PLAT NO. 280077 TO SOUTHWEST CORNER OF SAID SHORT PLAT, SAID SOUTHWEST CORNER ALSO BEING THE EASTERLY MARGIN OF 88<sup>TH</sup> AVENUE NE; THENCE CONTINUING WESTERLY ALONG SAID SOUTH BOUNDARY OF SAID SHORT PLAT NO. 280077 EXTENDED WESTERLY, TO THE WESTERLY MARGIN OF 88<sup>TH</sup> AVENUE NE; THENCE SOUTHERLY ALONG SAID WESTERLY MARGIN TO THE SOUTH LINE OF THE NORTH 400 FEET OF GOVERNMENT LOT 5; THENCE WESTERLY ALONG SAID SOUTH LINE TO THE WEST LINE OF SAID SECTION 6; THENCE NORTHERLY ALONG THE WEST LINE OF SAID SECTION 6 AND ALONG THE EXISTING CORPORATE LIMITS OF THE CITY OF KENMORE TO THE POINT OF BEGINNING;

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

NOTE: IT IS THE INTENT OF THIS LEGAL DESCRIPTION TO FOLLOW THE EXISTING CORPORATE CITY LIMITS OF KENMORE AND BOTHELL WHERE NOTED. REFERENCES TO THE INCORPORATION OF KENMORE AND EXISTING CITY LIMITS OF BOTHELL ARE MEANT TO CONVEY THAT, ALTHOUGH PRESENT RIGHT OF WAY BOUNDARIES MAY BE DIFFERENT, THE RIGHT OF WAY BOUNDARIES AT THE TIME OF THE ORIGINAL INCORPORATION OR ANNEXATIONS ARE INTENDED TO BE FOLLOWED SO THAT NO GAP OR OVERLAP EXISTS BETWEEN THIS ANNEXATION AND THE EXISTING CITY LIMITS OF THOSE CITIES.

Annexation Maywood Island

THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 26 NORTH, RANGE 5 EAST, W.M, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SUBDIVISION; THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID SUBDIVISION TO THE WEST LINE OF THE EASTERLY 330 FEET OF SAID SUBDIVISION; THENCE SOUTHERLY ALONG SAID WEST LINE TO THE SOUTH LINE OF THE NORTHERLY 160 FEET OF SAID SUBDIVISION; THENCE EASTERLY ALONG SAID SOUTH LINE TO THE WESTERLY MARGIN OF 100<sup>TH</sup> AVENUE NE; THENCE SOUTHERLY ALONG SAID WESTERLY MARGIN TO THE NORTH LINE OF THE SOUTHERLY 155 FEET OF THE NORTH HALF OF SAID SUBDIVISION; THENCE WESTERLY ALONG SAID NORTH LINE TO THE WEST LINE OF THE EAST 205 FEET OF SAID SUBDIVISION; THENCE SOUTHERLY ALONG SAID WEST LINE TO THE SOUTH LINE OF THE NORTH HALF OF SAID SUBDIVISION; THENCE EASTERLY ALONG SAID SOUTH LINE TO THE WESTERLY MARGIN OF 100<sup>TH</sup> AVENUE NE; THENCE SOUTHERLY ALONG SAID WESTERLY MARGIN TO THE SOUTH LINE OF THE NORTHERLY 120 FEET OF THE SOUTH HALF OF SAID SUBDIVISION; THENCE WESTERLY ALONG SAID SOUTH LINE TO THE WEST LINE OF SAID SUBDIVISION; THENCE NORTHERLY ALONG SAID WEST LINE TO THE POINT OF BEGINNING;

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

NOTE: IT IS THE INTENT OF THIS LEGAL DESCRIPTION TO FOLLOW THE EXISTING CORPORATE CITY LIMITS OF BOTHELL. ANNEKATIONS ARE INTENDED TO BE FOLLOWED SO THAT NO GAP OR OVERLAP EXISTS BETWEEN THIS ANNEXATION AND THE EXISTING CITY LIMITS.



Annexation Westhill Island North

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 26 NORTH, RANGE 5 EAST, W.M, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY MARGIN OF NE 188<sup>TH</sup> STREET WITH THE WESTERLY MARGIN OF 95<sup>TH</sup> AVENUE NE; THENCE WESTERLY ALONG SAID NORTHERLY MARGIN TO A POINT WHICH LIES 124 FEET EASTERLY OF THE EASTERLY MARGIN OF 92<sup>ND</sup> AVENUE NE; THENCE NORTHERLY PARALLEL WITH SAID EASTERLY MARGIN A DISTANCE OF 84 FEET; THENCE WESTERLY PARALLEL WITH THE NORTHERLY MARGIN OF SAID NE 188<sup>TH</sup> STREET TO THE EASTERLY MARGIN OF SAID 92<sup>ND</sup> AVENUE NE; THENCE NORTHERLY ALONG SAID EASTERLY MARGIN TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 6; THENCE EASTERLY ALONG SAID NORTH LINE TO THE WEST LINE OF THE EASTERLY 157 FEET OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 6; THENCE SOUTHERLY ALONG SAID WEST LINE TO THE NORTHERLY LINE OF LOT 11 OF THE PLAT OF OLIN ACRES DIVISION NO. 1 RECORDED UNDER RECORDING NUMBER 3025851; EXTENDED WESTERLY; THENCE WESTERLY ALONG SAID WESTERLY EXTENSION TO A LINE DRAWN PARALLEL WITH AND 154.32 FEET WEST OF THE WESTERLY LINE OF SAID LOT 11; THENCE SOUTHERLY ALONG SAID PARALLEL LINE A DISTANCE OF 154 FEET TO THE SOUTHERLY LINE OF LOT 11 SAID PLAT OF OLIN ACRES DIVISION NO. 1; EXTENDED WESTERLY; THENCE EASTERLY ALONG SAID WESTERLY EXTENSION AND ALONG THE SOUTH LINE OF SAID LOT 11, TO THE WESTERLY MARGIN OF SAID 95<sup>TH</sup> AVENUE NE; THENCE SOUTHERLY ALONG SAID WESTERLY MARGIN TO THE POINT OF BEGINNING;

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

NOTE: IT IS THE INTENT OF THIS LEGAL DESCRIPTION TO FOLLOW THE EXISTING CORPORATE CITY LIMITS OF BOTHELL. ANNEXATIONS ARE INTENDED TO BE FOLLOWED SO THAT NO GAP OR OVERLAP EXISTS BETWEEN THIS ANNEXATION AND THE EXISTING CITY LIMITS.

Annexation Westhill Island South

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 26 NORTH, RANGE 5 EAST, W.M. IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY MARGIN OF NE 188<sup>TH</sup> STREET WITH THE WESTERLY MARGIN OF 95<sup>TH</sup> AVENUE NE; THENCE SOUTHERLY ALONG SAID WESTERLY MARGIN TO THE SOUTH BOUNDARY OF KING COUNTY SHORT PLAT NO. 777054 RECORDED UNDER RECORDING NUMBER 7902220627; THENCE WESTERLY ALONG SAID SOUTH BOUNDARY TO THE SOUTHWEST CORNER OF SAID SHORT PLAT; THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID SHORT PLAT A DISTANCE OF 20.87, MORE OR LESS, FEET TO A POINT WHICH LIES 251.29 FEET SOUTH OF THE SOUTHERLY MARGIN OF NE 188<sup>TH</sup> STREET; THENCE WESTERLY 157.04 FEET TO A POINT WHICH LIES 252.09 FEET SOUTH OF THE SOUTHERLY MARGIN OF NE 188<sup>TH</sup> STREET; THENCE SOUTHERLY TO A POINT ON THE NORTH LINE OF THE SOUTH 284.55 FEET OF SAID SECTION 6; THENCE WESTERLY ALONG SAID NORTH LINE TO THE EASTERLY MARGIN OF 92<sup>ND</sup> AVENUE NE, THENCE NORTHERLY ALONG SAID EASTERLY MARGIN TO THE SOUTH BOUNDARY OF CITY OF BOTHELL SHORT PLAT NO. SPL-2000-00004 RECORDED UNDER RECORDING NUMBER 20060509900001; THENCE EASTERLY ALONG SAID SOUTH BOUNDARY TO THE SOUTHEAST CORNER OF CITY OF BOTHELL SHORT PLAT NO. SPL-2000-00004; THENCE NORTHERLY ALONG THE EAST BOUNDARY OF SAID SHORT PLAT TO THE NORTHEAST CORNER OF SAID SHORT PLAT NO. SPL-2000-00004; THENCE WESTERLY ALONG THE NORTH BOUNDARY OF SAID SHORT NO. SPL-2000-00004 TO A POINT WHICH LIES 175.56 FEET EAST OF THE EASTERLY MARGIN 92<sup>ND</sup> AVENUE NE; THENCE NORTHERLY TO A POINT ON THE SOUTHERLY MARGIN OF NE 188<sup>TH</sup> STREET, SAID POINT LYING 175.50 FEET EAST OF THE EASTERLY MARGIN 92<sup>ND</sup> AVENUE NE; THENCE EASTERLY ALONG THE SOUTHERLY MARGIN OF NE 188<sup>TH</sup> STREET TO THE POINT OF BEGINNING;

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

NOTE: IT IS THE INTENT OF THIS LEGAL DESCRIPTION TO FOLLOW THE EXISTING CORPORATE CITY LIMITS OF BOTHELL. ANNEXATIONS ARE INTENDED TO BE FOLLOWED SO THAT NO GAP OR OVERLAP EXISTS BETWEEN THIS ANNEXATION AND THE EXISTING CITY LIMITS.

Annexation Westhill Island East

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 26 NORTH,  
RANGE 5 EAST, W.M. IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY MARGIN OF NE 188<sup>TH</sup>  
STREET WITH THE EASTERLY MARGIN OF 95<sup>TH</sup> AVENUE NE; THENCE EASTERLY  
ALONG SAID SOUTHERLY MARGIN TO THE NORTHEAST CORNER OF LOT 6 OF THE  
PLAT OF OLIN ACRES DIVISION NO. 1 RECORDED UNDER RECORDING NUMBER  
3025851; THENCE SOUTHERLY ALONG THE EASTERLY LINES OF LOTS 6, 5 AND 4  
OF SAID PLAT OLIN ACRES DIVISION NO. 1, TO THE SOUTHEAST CORNER OF  
SAID LOT 4; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOT 4 TO THE  
EASTERLY MARGIN OF SAID 95<sup>TH</sup> AVENUE NE; THENCE NORTHERLY ALONG SAID  
EASTERLY MARGIN TO THE POINT OF BEGINNING;

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

NOTE: IT IS THE INTENT OF THIS LEGAL DESCRIPTION TO FOLLOW THE  
EXISTING CORPORATE CITY LIMITS OF BOTHELL. ANNEXATIONS ARE INTENDED TO  
BE FOLLOWED SO THAT NO GAP OR OVERLAP EXISTS BETWEEN THIS ANNEXATION  
AND THE EXISTING CITY LIMITS.

Revised 8-20-13

# **Proposed Bothell Annexations**

## **Exhibit B to Interlocal Agreement**

### **Draft Annexation Ordinance**

DRAFT

ORDINANCE NO. \_\_\_\_\_ (2013)

AN ORDINANCE OF THE CITY OF BOTHELL, WASHINGTON, PROVIDING FOR ANNEXATION TO BOTHELL OF NINE SEPARATE UNINCORPORATED KING COUNTY TERRITORIES KNOWN, RESPECTIVELY, AS NORTH BLOOMBERG HILL; HILLSIDE ESTATES; SOUTH NORWAY HILL / 160<sup>TH</sup>; MAGNOLIA DAIRY / SOUTH WESTHILL; NORTH WESTHILL; WESTHILL ISLAND / NORTH; WESTHILL ISLAND / SOUTH; WESTHILL ISLAND / EAST; AND MAYWOOD ISLAND; PROVIDING FOR ADOPTION OF BOTHELL ZONING FOR THE ANNEXATIONS; WAIVING ASSUMPTION OF BONDED INDEBTEDNESS; SETTING EFFECTIVE DATES; AND PROVIDING FOR SEVERABILITY AND CORRECTIONS

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WHEREAS, the Washington State Growth Management Act (the "Act"), codified as RCW 36.70A, requires counties planning under the Act to designate urban growth areas "within which urban growth shall be encouraged and outside of which growth can occur only if it is not urban in nature"; and

WHEREAS, the Act at RCW 36.70A.110(4) states that within such urban growth areas, "In general, cities are the units of local government most appropriate to provide urban governmental services"; and

WHEREAS, the Act at RCW 36.70A.110(7) states, "An urban growth area designated in accordance with this section may include within its boundaries urban service areas or potential annexation areas designated for specific cities or towns within the county"; and

WHEREAS, King County has collaborated with its municipalities to designate potential annexation areas for specific cities and towns within the County; and

WHEREAS, such designated potential annexation areas within King County are termed Potential Annexation Areas (PAAs) and are formally adopted in the King County Countywide Planning Policies (KCCPPs); and

WHEREAS, within King County exists unincorporated territory which has been designated in the KCCPPs as the Bothell PAAs; and

WHEREAS, citizens from the Bothell PAAs have on numerous occasions approached the City Council and City staff seeking to annex to Bothell in order to receive municipal services provided by the City; and

**DRAFT**

WHEREAS, the City Council has engaged in a thoughtful and deliberate process to evaluate the potential annexation of the PAAs, which process has included but has not been limited to planning and zoning; public outreach; fiscal analysis; and negotiation of transition of services from current providers to the City; and

WHEREAS, RCW 35A.14.480 provides for an annexation method revolving around the negotiation of an interlocal agreement between an annexing code city, the county in which it is located, and the fire protection district or districts that have jurisdiction over the territory proposed for annexation; and

WHEREAS, the Bothell PAAs comprise unincorporated territory which is within King County and the jurisdictions of King County Fire District 16 and King County Fire District 36; and

WHEREAS, to initiate the process of negotiating an interlocal agreement in accordance with RCW 35A.14.480, the City Council on February 23, 2010, adopted Resolution 1254 (2010) which stated the City's interest to enter into an annexation interlocal agreement negotiation process, and duly sent copies of such Resolution as notice to representatives of King County, Fire District 16 and Fire District 36; and

WHEREAS, further in accordance with RCW 35A.14.480, King County, Fire District 16, and Fire District 36 either responded affirmatively to said notice or did not respond within 45 days, thereby allowing the annexation interlocal agreement negotiation to proceed; and

WHEREAS, the City of Bothell, King County, Fire District 16 and Fire District 36 subsequently negotiated an interlocal agreement satisfying the requirements of RCW 35A.14.480 and addressing the service transition interests of each party, which agreement was approved by the Fire District 16 Board of Commissioners on (date), the Fire District 36 Board of Commissioners on (date), the Bothell City Council on (date), and the King County Council on (date); and

WHEREAS, concurrent with the interlocal agreement negotiations, the City conducted open houses, public meetings and public hearings to establish Bothell comprehensive plan designations and proposed zoning classifications for the PAAs, to take effect upon annexation, which designations and classifications were adopted by the City Council via Ordinance 2053 (2010); and

WHEREAS, following approval of the interlocal agreement, the City prepared and submitted to the King County Boundary Review Board (KCBRB) notices of intention for the proposed annexations, which proposed annexations were deemed approved by the KCBRB on (date); and

**DRAFT**

WHEREAS, in accordance with the approved annexation interlocal agreement, the City has scheduled a hearing on the proposed annexation for November 19, 2013, and has provided due notice of such hearing pursuant to state law; and

WHEREAS, the Bothell City Council has determined that the interests of the citizens of Bothell and of Bothell's designated PAAs would be served by annexation to Bothell;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BOTHELL, WASHINGTON, DOES ORDAIN AS FOLLOWS:

Section 1. ANNEXATION AND ADOPTION OF ZONING. The unincorporated King County territories known as North Bloomberg Hill; Hillside Estates; South Norway Hill / 160<sup>th</sup>; Magnolia Dairy / South Westhill; North Westhill; Westhill Island / North; Westhill Island / South; Westhill Island / East; and Maywood Island, as depicted and described on Exhibits A and B, respectively, attached hereto, are hereby annexed to the City of Bothell, and are simultaneously assigned Bothell zoning as established in Ordinance 2053 (2010).

Section 2. WAIVER OF ASSUMPTION OF BONDED INDEBTEDNESS. Property owners within the annexation areas shall not be required to assume any of the outstanding bonded indebtedness of the City of Bothell existing at the effective date of annexation.

Section 3. EFFECTIVE DATE OF ANNEXATION. The effective date of annexation and assignment of Bothell zoning shall be February 28, 2014.

Section 4. EFFECTIVE DATE OF ORDINANCE. This ordinance, being an exercise of a power specifically delegated to the City legislative body, is not subject to referendum, and shall take effect five (5) days after passage and publication of an approved summary thereof consisting of the title.

Section 5. SEVERABILITY. If any section, sentence, clause or phrase of this ordinance should be held to be invalid by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 6. CORRECTIONS. The City Clerk and the codifiers of this ordinance are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

**DRAFT**

APPROVED:

\_\_\_\_\_  
MARK LAMB  
MAYOR

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
JOANNE TRUDEL  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
JOSEPH N. BECK  
CITY ATTORNEY

FILED WITH THE CITY CLERK: \_\_\_\_\_  
PASSED BY THE CITY COUNCIL: \_\_\_\_\_  
PUBLISHED: \_\_\_\_\_  
EFFECTIVE DATE: \_\_\_\_\_  
ORDINANCE NO.: \_\_\_\_\_ (2013)



DRAFT

SUMMARY OF ORDINANCE NO. \_\_\_\_\_ (2013)

City of Bothell, Washington

On the \_\_\_\_\_ day of \_\_\_\_\_, the City Council of the City of Bothell passed Ordinance No. \_\_\_\_\_ (2013). A summary of the content of said Ordinance, consisting of the title, is provided as follows:

AN ORDINANCE OF THE CITY OF BOTHELL, WASHINGTON, PROVIDING FOR ANNEXATION TO BOTHELL OF NINE SEPARATE UNINCORPORATED KING COUNTY TERRITORIES KNOWN, RESPECTIVELY, AS NORTH BLOOMBERG HILL; HILLSIDE ESTATES; SOUTH NORWAY HILL / 160<sup>TH</sup>; MAGNOLIA DAIRY / SOUTH WESTHILL; NORTH WESTHILL; WESTHILL ISLAND / NORTH; WESTHILL ISLAND / SOUTH; WESTHILL ISLAND / EAST; AND MAYWOOD ISLAND; PROVIDING FOR ADOPTION OF BOTHELL ZONING FOR THE ANNEXATIONS; WAIVING ASSUMPTION OF BONDED INDEBTEDNESS; SETTING AN EFFECTIVE DATE; AND PROVIDING FOR SEVERABILITY AND CORRECTIONS

The full text of this Ordinance will be mailed upon request.

\_\_\_\_\_  
JOANNE TRUDEL  
CITY CLERK

FILED WITH THE CITY CLERK: \_\_\_\_\_  
PASSED BY THE CITY COUNCIL: \_\_\_\_\_  
PUBLISHED: \_\_\_\_\_  
EFFECTIVE DATE: \_\_\_\_\_  
ORDINANCE NO.: \_\_\_\_\_ (2013)

**Proposed Bothell  
Annexations**

**Exhibit C to Interlocal  
Agreement**

**Planning and Zoning for the  
Annexation Areas**

ORDINANCE NO. 2053 (2010)

AN ORDINANCE OF THE CITY OF BOTHELL, WASHINGTON, AMENDING THE *IMAGINE BOTHELL...* COMPREHENSIVE PLAN AND BOTHELL MUNICIPAL CODE BY ASSIGNING BOTHELL COMPREHENSIVE PLAN DESIGNATIONS AND PROPOSED ZONING TO THE CITY'S POTENTIAL ANNEXATION AREAS; INCORPORATING IN THE CAPITAL FACILITIES ELEMENT A REFERENCE TO THE 2011-2017 CAPITAL FACILITIES PLAN; MODIFYING THE BOTHELL PLANNING AREA BOUNDARY; AND INCORPORATING A COMMITMENT TO SUSTAINABILITY IN THE BOTHELL VISION STATEMENT; AND PROVIDING FOR SEVERABILITY, SAVINGS, CORRECTIONS, AN EFFECTIVE DATE AND SUMMARY PUBLICATION

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WHEREAS, RCW 36.70A, also known as the Growth Management Act ("the Act"), requires that cities subject to the Act adopt comprehensive plans and implementing development regulations consistent with the Act; and

WHEREAS, in accordance with the Act, the Bothell City Council in 1994 adopted the *Imagine Bothell...* Comprehensive Plan and in 1996 adopted implementing development regulations via amendments to the Bothell Municipal Code; and

WHEREAS, the Act provides that each jurisdiction's comprehensive land use plan and development regulations shall be subject to continuing review and evaluation; and

WHEREAS, the City of Bothell has adopted numerous amendments to the Plan and Code since 1994 and 1996, respectively; and

WHEREAS, the Bothell City Council in its annual Docketing process on January 19, 2010, initiated consideration of potential Plan and Code amendments to update or newly assign Bothell plan designations to the City's potential annexation areas and to assign implementing proposed zoning to these areas (hereinafter referred to as Amendment 1); and further initiated consideration of potential Plan amendments to memorialize in the Plan certain actions previously taken by resolution, namely, the incorporation in the Capital Facilities Element of a reference to the 2011-2017 Capital Facilities Plan (hereinafter referred to as Amendment 2); the deletion of the portion of the Bothell Planning Area south of NE 145<sup>th</sup> Street (hereinafter referred to as Amendment 3); and the incorporation in the Bothell Vision Statement of a commitment to sustainability (hereinafter referred to as Amendment 4); all of

which together are known as the proposed Bothell 2010 Plan amendments and associated Code amendments; and

WHEREAS, the assignment of proposed zoning to potential annexation areas is specifically authorized by RCW 35A.14.330 and .340; and

WHEREAS, the City invited and encouraged public participation in the consideration of the proposed Bothell 2010 Plan amendments and associated Code amendments via multiple postcard mailings to residents, businesses and property owners within the potential annexation areas; distribution of the monthly *Imagine Bothell* notice via legal advertisement in the *Seattle Times*, e-mailing to a list of interested citizens, placing on the City website, and posting on a total of 47 notice boards within the City and the potential annexation areas, plus Bothell City Hall, the Bothell Post Office and the Bothell Regional Library; maintenance of an annexation website; 16 annexation open houses; nine Planning Commission hearings; and four City Council hearings; which activities together exceed local and state public notice and public participation requirements; and

WHEREAS, the Bothell Planning Commission, after duly accepting public testimony and deliberating, on August 25, 2010, forwarded a recommendation to the City Council concerning proposed Amendment 1; and

WHEREAS, the Bothell Community Development Department on September 7, 2010, transmitted to the Washington State Department of Commerce proposed Amendment 1, and on September 22, 2010, transmitted to the Department of Commerce proposed Amendments 2, 3 and 4, which transmittals satisfied the requirement in the Growth Management Act that the state receive proposed amendments at least 60 days prior to the anticipated adoption date; and

WHEREAS, the Bothell Community Development Department received no comments from the Department of Commerce or any other state agency regarding the transmitted documents during the 60-day review period; and

WHEREAS, the Bothell Community Development Department on October 27, 2010, issued a State Environmental Policy Act (SEPA) Determination of Non-Significance concerning the proposed Bothell 2010 Plan amendments and associated Code amendments, which issuance satisfied the SEPA requirement for environmental review; and

WHEREAS, the Bothell Community Development Department received no comments or appeals during the required 21-day comment and appeal period following issuance of the determination; and

WHEREAS, in accordance with the Growth Management Act, the City Council on November 2, 2010, considered the cumulative effects of the proposed Bothell 2010 Plan amendments and associated Code amendments; and

WHEREAS, the City Council, after duly accepting public testimony, considering the record and deliberating, has determined that the proposed Bothell 2010 Plan amendments and associated Code amendments are in the public interest;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BOTHELL DOES ORDAIN AS FOLLOWS:

Section 1. The City Council hereby adopts Findings, Conclusions and Action for Amendment 1, which document provides a record of the process and issues involved in consideration of said proposed Plan amendments and associated Code amendments, and which is attached to this Ordinance as Exhibit A and incorporated by this reference as if set forth in full.

Section 2. The City Council hereby adopts Findings, Conclusions and Action for Amendments 2, 3 and 4, which document provides a record of the process and issues involved in consideration of said proposed Plan amendments, and which is attached to this Ordinance as Exhibit B and incorporated by this reference as if set forth in full.

Section 3. The *Imagine Bothell...* Comprehensive Plan and Bothell Municipal Code are hereby amended to update or newly assign Bothell Comprehensive Plan designations to the City's potential annexation areas and to assign implementing proposed zoning to said areas, as set forth in Exhibit C attached hereto and incorporated by this reference as if set forth in full.

Section 4. The *Imagine Bothell...* Comprehensive Plan is hereby amended to incorporate in the Capital Facilities Element a reference to the 2011-2017 Capital Facilities Plan; delete the portion of the Bothell Planning Area south of NE 145<sup>th</sup> Street; and incorporate in the Bothell Vision Statement a commitment to sustainability; all as set forth in Exhibit D attached hereto and incorporated by this reference as if set forth in full.

Section 5. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 6. Savings. The enactments of this ordinance shall not affect any case, proceeding, appeal or other matter currently pending in any court or in any way modify any right or liability, civil or criminal, which may be in existence on the effective date of this ordinance.

Section 7. Effective date. This ordinance, being an exercise of a power specifically delegated to the City legislative body, is not subject to referendum, and shall take effect five (5) days after passage and publication of an approved summary thereof consisting of the title.

Section 8. Corrections. The City Clerk and the codifiers of this ordinance are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

APPROVED:

  
\_\_\_\_\_  
MARK LAMB  
MAYOR

ATTEST / AUTHENTICATED:

  
\_\_\_\_\_  
JOANNE TRUDEL  
CITY CLERK

APPROVED AS TO FORM:

  
\_\_\_\_\_  
JOSEPH N. BECK  
CITY ATTORNEY

FILED WITH THE CITY CLERK: November 30, 2010  
PASSED BY THE CITY COUNCIL: December 7, 2010  
PUBLISHED: December 13, 2010  
EFFECTIVE DATE: December 18, 2010  
ORDINANCE NO.: 2053 (2010)

**SUMMARY OF ORDINANCE NO. 2053 (2010)**

City of Bothell, Washington

On the 7<sup>th</sup> day of December, 2010, the City Council of the City of Bothell passed Ordinance No. 2053 (2010). A summary of the content of said Ordinance, consisting of the title, is provided as follows:

AN ORDINANCE OF THE CITY OF BOTHELL, WASHINGTON, AMENDING THE *IMAGINE BOTHELL* COMPREHENSIVE PLAN AND BOTHELL MUNICIPAL CODE BY ASSIGNING BOTHELL COMPREHENSIVE PLAN DESIGNATIONS AND PROPOSED ZONING TO THE CITY'S POTENTIAL ANNEXATION AREAS; INCORPORATING IN THE CAPITAL FACILITIES ELEMENT A REFERENCE TO THE 2011-2017 CAPITAL FACILITIES PLAN; MODIFYING THE BOTHELL PLANNING AREA BOUNDARY; AND INCORPORATING A COMMITMENT TO SUSTAINABILITY IN THE BOTHELL VISION STATEMENT; AND PROVIDING FOR SEVERABILITY, SAVINGS, CORRECTIONS, AN EFFECTIVE DATE AND SUMMARY PUBLICATION

The full text of this Ordinance will be mailed upon request.

  
\_\_\_\_\_  
JOANNE TRUDEL  
CITY CLERK

FILED WITH THE CITY CLERK: November 30, 2010  
PASSED BY THE CITY COUNCIL: December 7, 2010  
PUBLISHED: December 13, 2010  
EFFECTIVE DATE: December 18, 2010  
ORDINANCE NO: 2053 (2010)

## Condensed versions of Exhibits A and C to Ordinance 2053 (2010)

Ordinance 2053 (2010) Exhibit A, comprising the City Council Findings, Conclusions and Action, is 85 pages long. To conserve resources, the letters, maps and other materials submitted by citizens have been deleted from Exhibit A, reducing the length to 35 pages.

Ordinance 2053 (2010) Exhibit C, comprising all of the approved amendments to the *Imagine Bothell.. Comprehensive Plan* and the Bothell Municipal Code to establish planning and zoning for the City's potential annexation areas in King County and Snohomish County, is 337 pages long. To conserve resources, the amendments have been reduced to six pages of summary maps showing the existing and amended plan designations and zoning classifications within Bothell's Potential Annexation Areas in King County.

The complete exhibits to Ordinance 2053 (2010) are available at the offices of the Bothell City Clerk, 18305 101<sup>st</sup> Avenue NE, Bothell, WA 98011.



**Exhibit A  
to Ordinance No. 2053 (2010)**

**City of Bothell 2010 Comprehensive Plan  
Amendments and Associated Code Amendments**

**Amendment 1 - Bothell Potential Annexation Area  
Plan and Code Amendments**

**City Council Findings, Conclusions and Action**

**Findings**

**1. Initiation of annexation planning and zoning**

On January 19, 2010, the Bothell City Council initiated a planning and zoning effort for surrounding unincorporated areas which have been designated in Snohomish County and King County Countywide Planning Policies (CPPs) as potential annexation areas for Bothell. These designated potential annexation areas in Snohomish County are collectively termed Bothell's Municipal Urban Growth Area, or MUGA (also known as the North, East and West of Bothell Annexation, or NEWBA), and in King County are collectively termed Bothell's Potential Annexation Area, or PAA.

The purpose of the planning and zoning effort is to update or assign new Bothell comprehensive plan land use designations and adopt implementing proposed zoning regulations which would take effect should the potential annexation areas come into the city.

**2. Statutory basis - Revised Code of Washington 36.70A (Growth Management Act)**

The Washington State Growth Management Act, codified as Revised Code of Washington (RCW) 36.70A, requires that counties and cities subject to the Act adopt comprehensive plans and implementing development regulations consistent with the Act. The Act further provides that each jurisdiction's comprehensive plan and development regulations shall be subject to continuing review and evaluation, and may be amended to

reflect changing community needs and desires. Under the Act, development regulations must be consistent with the comprehensive plan.

**3. Statutory basis - Revised Code of Washington 35A.14 (Annexation by code cities)**

RCW 35A.14.330 provides for adoption by code cities (of which Bothell is one) of "a proposed zoning regulation to become effective upon the annexation of any area which might reasonably be expected to be annexed by the code city at any future time."

Among other things, according to state law, such proposed zoning regulations may provide for: "the division of the area to be annexed into districts or zones of any size or shape"; "the regulation and restriction within the area to be annexed of the location and use of buildings, structures and land for residence, trade, industrial and other purposes; the height, number of stories, size, construction and design of buildings and other structures; the size of yards, courts and other open spaces on the lot or tract; the density of population; the set-back of buildings and structures along highways, parks or public water frontage; and the subdivision and development of land.."

RCW 35A.14.340 requires "the legislative body of the code city (to) hold two or more public hearings...at least thirty days apart, upon the proposed zoning regulation, giving notice of the time and place thereof by publication in a newspaper of general circulation in the annexing city and the area to be annexed."

**4. Statutory basis - Bothell Municipal Code**

Bothell Municipal Code (BMC) 11.18 provides for amendments to the *Imagine Bothell..* Comprehensive Plan and implementing development regulations.

RCW 35A.14.330 and .340, cited above, provide for the adoption of proposed zoning for potential annexation areas. Zoning is a type of development regulation.

Under the Growth Management Act, development regulations must implement and be consistent with the comprehensive plan. If proposed zoning would be inconsistent with the existing comprehensive plan, or if no comprehensive plan exists for a potential annexation area, then a comprehensive plan amendment must accompany the proposed zoning.

**5. Planning and zoning as part of larger annexation exploration effort**

The planning and zoning effort is part of a larger program, initiated by the Bothell City Council on February 23, 2010, to explore citizen support for, and feasibility of, annexing all of Bothell's designated potential annexation areas.

The annexation exploration effort consists of five activity tracks:

- Planning and zoning;
- Public outreach;
- Financial analysis;
- Negotiation of service transition interlocal agreements with Snohomish County and King County; and
- Negotiation of service transition interlocal agreements with Snohomish County Fire Districts 1, 7 and 10, and King County Fire Districts 16 (Northshore Fire Department) and 36 (Woodinville Fire and Life Safety District).

The exploration process is expected to take all of 2010. Early in 2011, it is anticipated that the City Council will review the results of these activities and determine whether to advance annexations within the MUGA / NEWBA and PAA towards formal approval, or abandon pursuit of annexation. Because they are in two separate counties and each has non-contiguous parts, annexation of the MUGA / NEWBA and PAA would actually be processed as 11 separate annexations.

Depending on citizen support and the annexation method utilized, one or more annexations could be approved as early as April, 2011, while other annexations would be approved around December, 2011, or possibly later.

The effective date of annexation - that is, when an area begins to receive City services - would follow approval by several months to a year, to allow the City to add staff, equipment and facilities to serve its new citizens. The earliest likely effective date for annexations within the PAA is January 1, 2012, and for annexations within the MUGA is between August 1, 2012, and January 1, 2013.

6. **Subject potential annexation areas within PAA and MUGA / NEWBA, and affected *Imagine Bothell*... planning subareas**

The PAA in King County consists of nine separate annexation areas (under state law, all properties in a single annexation must be contiguous) located within five *Imagine Bothell*... planning subareas:

- North Bloomborg Hill, in the Hollyhills / Pioneer Hills / Morningside Subarea;
- Maywood Island, in the Maywood / Beckstrom Hill Subarea;
- Westhill Island / North, in the Westhill Subarea;
- Westhill Island / South, also in the Westhill Subarea;
- Westhill Island / East, also in the Westhill Subarea;
- North Westhill, also in the Westhill Subarea;
- Magnolia Dairy / South Westhill, also in the Westhill Subarea;
- South Norway Hill / NE 160<sup>th</sup>,
  - o partly in the Waynita / Simonds / Norway Hill Subarea, and

- partly in the Brickyard Road / Queensgate Subarea; and
- Hillside Estates, in the Brickyard Road / Queensgate Subarea.

The MUGA / NEWBA in Snohomish County consists of two separate annexation areas - one comprising so much of the MUGA / NEWBA that it has been assigned that name, the other comprising a small island of unincorporated territory - located in seven *Imagine Bothell*... planning subareas:

- MUGA / NEWBA,
  - partly in the Locust / 14<sup>th</sup> W Subarea,
  - partly in the Damson / Logan Subarea,
  - partly in the Filbert / Winesap Subarea,
  - partly in the Thrasher's Corner / Red Hawk Subarea,
  - partly in the Canyon Creek / 39<sup>th</sup> SE Subarea, and
  - partly in the Fitzgerald / 35<sup>th</sup> SE Subarea; and
- Bloomberg Hill Island, in the Hollyhills / Pioneer Hills / Morningside Subarea.

All of the potential annexation areas in the PAA are already included in, and assigned land use designations by, existing *Imagine Bothell*... subarea plans. In the MUGA / NEWBA, including Bloomberg Hill Island, there are existing subarea plans only for the Canyon Creek / 39<sup>th</sup> SE, Fitzgerald / 35<sup>th</sup> SE and Hollyhills / Pioneer Hills / Morningside subareas: the Locust / 14<sup>th</sup> W, Damson / Logan, Filbert / Winesap and Thrasher's Corner / Red Hawk subareas require the preparation of all-new subarea plans.

Where subarea plans exist, the Planning Commission recommended, and the Council subsequently decided, to affirm or amend plan designations as warranted to assign designations appropriate for the potential annexation areas. Where subarea plans do not currently exist, the Planning Commission recommended, and the Council subsequently approved, all-new plans.

No adopted proposed zoning currently exists for any of the potential annexation areas; hence, all of the proposed zoning recommended by the Planning Commission and subsequently adopted by the Council is new.

**7. Approach applied to assigning comprehensive plan designations and implementing proposed zoning**

As stated in Finding 6, all of the potential annexation areas in the PAA and some of the potential annexation areas in the MUGA / NEWBA are already included in *Imagine Bothell*... subarea plans, and thus already have land use designations (but, as stated above, no implementing proposed zoning). In these cases, the Planning Commission and, subsequently, the City Council reviewed existing Bothell designations against existing King County and Snohomish County designations and zones.

In many cases, the Commission and the Council found, the county plan designations and zones provide for greater development potential (higher densities) than do the existing Bothell plan designations. Moreover, much of the county territory within the potential annexation areas has already been developed at these higher densities.

Given this situation, the planning approach used by the Commission, and subsequently by the Council, was generally to assign Bothell plan designations that most closely approximate existing county plan designations, in order to preserve the status quo as much as possible. This approach means changing many of the existing lower-density Bothell plan designations for the potential annexation areas to higher-density Bothell designations to try to match the County designations.

To maintain designations which provide for substantially less development potential than is already "on the ground" would make little sense, the Commission found, as it would only serve to render hundreds of homes and businesses non-conforming with the Bothell regulations which would be applied to the area. The Council concurs.

Similarly, to implement the plan designations through zoning classifications, the Commission generally recommended proposed Bothell zoning that most closely approximates existing County zoning. The Council concurs. As stated earlier, the proposed zoning would not go into effect unless and until annexation occurs.

For the four new subarea plans that would be created in the MUGA / NEWBA, the Commission applied the same approach of generally recommending Bothell designations and proposed zones that most closely approximate the existing County designations and zones. The Council concurs with this approach. The difference from the circumstances described in the above paragraphs is that currently there are no Bothell designations in the areas where new subarea plans would be created.

**8. Housekeeping amendments**

Certain of the subarea plans haven't been updated for a number of years, and consequently contain some outdated information, as well as a few factual and typographic errors. The Commission found it appropriate to utilize the opportunity presented by the annexation planning and zoning effort to also perform some housekeeping updating and other clean-up of the subarea plans. The Council concurs with this approach. Since the emphasis of this effort is on the potential annexation areas, the associated housekeeping amendments avoid substantive changes to subarea-wide policies, except to clarify them or eliminate those that have been fully implemented.

**9. Public notice**

Notice of the annexation exploration effort in general, annexation open houses and Planning Commission and City Council planning and zoning hearings was provided as follows:

- A postcard mailing to all residents and property owners within the PAA and MUGA / NEWBA on April 7, 2010;
- A postcard mailing to residents and property owners within the North Bloomberg Hill, Maywood Island, Westhill Island / North, Westhill Island / South, Westhill Island / East, North Westhill and Magnolia Dairy / South Westhill potential annexation areas on April 14, 2010;
- A postcard mailing to residents and property owners within the South Norway Hill / NE 160<sup>th</sup> and Hillside Estates potential annexation areas on April 28, 2010;
- A postcard mailing to residents and property owners within the Bloomberg Hill Island, Fitzgerald / 35<sup>th</sup> SE and Canyon Creek / 39<sup>th</sup> SE potential annexation areas on May 19, 2010;
- A postcard mailing to residents and property owners within the Thrasher's Corner / Red Hawk and Filbert / Winesap potential annexation areas on June 2, 2010;
- A postcard mailing to residents and property owners within the Damson / Logan and Locust / 14<sup>th</sup> potential annexation areas on June 16, 2010;
- A postcard mailing to all residents and property owners within the PAA and MUGA / NEWBA on September 14, 2010;
- Notice in and distribution of the monthly *Imagine Bothell...* notice via
  - Legal advertisement in the *Seattle Times*,
  - E-mailing to a list of interested citizens,
  - Posting on 10 display boards in public places throughout the current Bothell city limits,
  - Posting on 37 display boards in public places throughout the MUGA / NEWBA and PAA,
  - Posting at City Hall, the Bothell Post Office and the Bothell Regional Library, and
  - Posting on the *Imagine Bothell...* annexation website; and
- Posting of Planning Commission and City Council packets on the City website.

The above-described notice activities surpass the applicable requirements in BMC 11.19, Public Notice.

#### 10. Planning Commission meeting and hearing dates

The Planning Commission held potential annexation area planning and zoning meetings and hearings on the following dates (with topics):

- February 17, 2010, Study Session
- April 21, 2010, Study Session

- May 5, 2010, Public Hearing - North Bloomberg Hill; Maywood Island; Westhill Island / North; Westhill Island / South; Westhill Island / East; North Westhill; Magnolia Dairy / South Westhill
- May 19, 2010, Public Hearing - South Norway Hill / NE 160<sup>th</sup>; Hillside Estates
- May 26, 2010, Public Hearing - South Norway Hill / NE 160<sup>th</sup>; Hillside Estates
- June 2, 2010, Public Hearing - Preliminary Findings, Conclusions and Recommendations on Plan and Code Amendments for all potential annexation areas within King County PAA
- June 9, 2010, Public Hearing - Bloomberg Hill Island; Fitzgerald / 35<sup>th</sup> SE; Canyon Creek / 39<sup>th</sup> SE
- June 23, 2010, Public Hearing - Thrasher's Corner / Red Hawk; Filbert / Winesap
- July 14, 2010, Public Hearing - Damson / Logan; Locust / 14<sup>th</sup> W
- July 28, 2010, Public Hearing - Proposed Findings, Conclusions and Recommendations on Plan and Code Amendments for all potential annexation areas within King County PAA and Snohomish County MUGA
- August 25, 2010 - Proposed Findings, Conclusions and Recommendations on Plan and Code Amendments for all potential annexation areas within King County PAA and Snohomish County MUGA

11. Planning Commission public testimony

Testimony at the Planning Commission hearings was received from the following citizens, by date of hearing:

May 5, 2010 -

Daniel Brush  
Karl Hall  
Jennifer Danczyk  
Kory Schue  
John Liston  
Richard Barker  
Daniel Guattleri  
Dilawer Purhar  
Michael Lattanzi  
Jim Monahan  
Patricia Ferguson  
Bob Wilkins

May 19, 2010 -

Ann Aagaard  
Brien Stafford  
Jim Buoy  
Naomi Joy  
Sabah Al-Haddad

Kami Grillo  
Michael DeJoya

May 26, 2010 -  
Brien Stafford  
Denny Derickson  
David Cutler

June 2, 2010 -  
Vishwas Kulkarni  
Avinash Harjani  
Nandita Valsan

June 9, 2010 -  
Frank Marino  
James Olsen

June 23, 2010 -  
Jeff Schumacher  
Pam Johnson  
Jim Halloran  
Frank Marino  
Glenda Allan  
Michael Houle

July 14, 2010 -  
Kathleen (last name not decipherable)  
Mickie Gunderson  
John Conderman  
John (last name not decipherable)  
Richard Smith  
Bud McCorchuk

July 28, 2010 -  
Mickie Gunderson  
Kris Sorensen  
Nancy Jang  
Mark Davies  
Kathleen Herdlein  
Ray (last name not decipherable)

August 25, 2010 -  
Leonard Goodisman  
Mickie Gunderson



Nancy Jang

**12. Planning Commission action,**

The Planning Commission on August 25, 2010, adopted Findings, Conclusions and Recommendation transmitting proposed potential annexation area Plan and Code amendments to the City Council for its consideration.

**13. City Council meeting and hearing dates.**

The City Council held potential annexation area planning and zoning meetings and hearings on the following dates (with topics):

- September 14, 2010, Study Session
- October 5, 2010, Public Hearing - All areas
- November 16, 2010, Public Hearing - All areas
- December 7, 2010, Public Hearing - All areas

**14. City Council public testimony**

Comment at the City Council Study Session and testimony at the City Council hearings was received from the following citizens, by date of hearing:

September 14, 2010 -

No comments received.

October 5, 2010 -

Nancy Jang (who also read into the record a letter from Leonard Goodisman)

November 16, 2010 -

Dennis Derickson

December 7, 2010 -

Craig Cottingham

Daryl Vander Pol

Sandy Gulnn

**15. Exhibits submitted at Planning Commission and City Council hearings.**

The following exhibits were submitted to the Planning Commission:

- Exhibit 1 - Letter dated May 19, 2010, from Sean Canady, GGLO Architects and Planners, submitted at May 19 hearing
- Exhibit 2 - Drawing entitled "Existing King County zoning", submitted at May 26 hearing by David Cutler, GGLO Architects and Planners
- Exhibit 3 - Drawing and photos entitled "Matrix of potential development types", submitted at May 26 hearing by David Cutler, GGLO Architects and Planners
- Exhibit 4 - Letter dated July 21, 2010, from Mickle Gunderson
- Exhibit 5 - Five e-mails with various dates, from Gene Grieve
- Exhibit 6 - Letter dated July 28, 2010, from Kris Sorensen
- Exhibit 7 - Letter dated August 3, 2010, from Mickle Gunderson
- Exhibit 8 - E-mail dated August 4, 2010, from Gene Grieve
- Exhibit 9 - Letter dated August 16, 2010, from Nancy and Gary Jang

The following exhibits were submitted to the City Council:

- Exhibit 10 - Letter dated August 27, 2010, from Leonard Goodisman
- Exhibit 11 - E-mail dated October 3, 2010, from Brien Stafford
- Exhibit 12 - E-mail dated October 3, 2010, from Krista McKee
- Exhibit 13 - Letter received October 6, 2010, from Sharon McColm
- Exhibit 14 - Letter received November 1, 2010, from Daryl Vander Pol
- Exhibit 15 - Excerpt from Westhill Subarea Plan, from Sandy Guinn

Exhibits are compiled in Attachment 1 to these Findings, Conclusions and Action.

Findings 16 - 29 address key potential annexation area planning and zoning issues

- 16. Hollyhills / Pioneer Hills / Morningside Subarea (contains North Bloomberg Hill potential annexation area in King County and Bloomberg Hill Island in Snohomish County).
  - a. Subarea name change. The Commission found that changing the name of the subarea from the collective names of three developments - Hollyhills, Pioneer Hills and Morningside - to the historic name of the land mass comprising the entire subarea - Bloomberg Hill - is warranted. The name Bloomberg Hill is more inclusive of all the development within the subarea than is the current name. The Council concurs.
  - b. Assignment of R 5,400d Bothell plan designation and proposed zoning to North Bloomberg Hill potential annexation area. The North Bloomberg Hill potential annexation area is designated Urban Residential Medium in the King County Comprehensive Plan and is zoned R-8 by the County. The closest equivalent

Bothell plan designation and implementing zone is R 5,400d. The Commission therefore found it appropriate to assign to the North Bloomberg Hill potential annexation area the R 5,400d Bothell plan designation and implementing proposed zoning. The Council concurs.

- c. Retention of Woodinville addresses. The North Bloomberg Hill potential annexation area is served by the Woodinville Post Office and has Woodinville addresses. A number of North Bloomberg Hill residents said they desired to keep their Woodinville addresses and were worried that their addresses would automatically change to Bothell if annexed. Bothell staff reported that they were advised by an address management official with the United States Postal Service (USPS) that while USPS is generally directed to try to match zip codes to city boundaries, it does not do so pro-actively, and must be requested by an annexing city to make any such changes. According to staff, the official said USPS will accommodate a community's desires, particularly when they align with service delivery logistics, as appears to be the case in the area west of 130<sup>th</sup> and south of the county line. In response to this concern, the Commission found it appropriate to include a policy and action in the subarea plan to retain Woodinville addresses within the North Bloomberg Hill area if and when annexation occurs. The Council concurs.

- d. Assignment of R 9,600 Bothell plan designation and proposed zoning to Bloomberg Hill Island potential annexation area. The Bloomberg Hill Island potential annexation area is designated Urban Low Density Residential (ULDR) in the Snohomish County Comprehensive Plan and is zoned R 9,600 by the County.

The Bothell Comprehensive Plan similarly designates the Bloomberg Hill Island R 9,600. The Bothell R 9,600 plan designation - and City R 9,600 zoning - abuts the island on the north, east and south (to the west of the island is a Bothell R 2,800, OP plan designation and zone).

Since the current Bothell plan designation approximates the existing County zoning, the Commission found it appropriate to re-affirm the Bothell plan designation of R 9,600 and assign implementing Bothell proposed zoning of R 9,600. The Council concurs.

17. **Maywood / Beckstrom Hill Subarea (contains Maywood Island potential annexation area).**

- a. Assignment of R 5,400d Bothell plan designation and proposed zoning. The Maywood Island potential annexation area is designated Urban Residential Medium in the King County Comprehensive Plan and is zoned R-8 by the County. The closest equivalent Bothell plan designation and implementing zone

is R 5,400d. The Commission therefore found it appropriate to assign to the Maywood Island potential annexation area the R 5,400d Bothell plan designation and implementing proposed zoning. The Council concurs.

**18. Westhill Subarea (contains Westhill Island / North, Westhill Island / South, Westhill Island / East, North Westhill and Magnolia Dairy / South Westhill potential annexation areas).**

- a. Refinement of plan designation and implementing proposed zoning for Magnolia Dairy property. Bothell's Westhill Subarea Plan already contains language recognizing the special status of Magnolia Dairy. The Commission found it appropriate to refine this language to specifically reference King County's purchase of the development rights to the dairy property under the applicable state law, and to replace the current Open Space designation with an Agricultural designation identical to that utilized by King County; and to assign Agricultural proposed zoning replicating that existing in the King County Code. The Council concurs.
- b. Assignment of R 7,200 and R 2,800, OP, CB Bothell plan designations and proposed zoning. Most of the Westhill potential annexation areas are designated Urban Residential Medium in the King County Comprehensive Plan and are zoned R-6 by the County. The closest Bothell plan designation and implementing zone is R 7,200.

The southernmost portion of the South Westhill potential annexation area along SR 522 is designated Urban Residential High and Commercial Outside Centers in the King County Comprehensive Plan, and is zoned R-18, R-24 and CB by the County. The closest Bothell plan designation and implementing zone is R 2,800, OP, CB.

Based on the above, the Commission found it appropriate to assign R 7,200 and R 2,800, OP, CB Bothell plan designations and proposed zoning to these areas. The Council concurs.

- c. Restoration of language concerning proposed east-west collector street near the King County / Snohomish County line. A citizen pointed out that language from a 2008 plan amendment had been omitted from the proposed updated Westhill Subarea Plan. Staff said the omission was inadvertent and that the language would be restored. The Council concurs.

**19. Waynita / Simonds / Norway Hill Subarea (contains west portion of South Norway Hill / NE 160<sup>th</sup> potential annexation area).**

- a. Affirmation of existing R 40,000 and R 9,600 Bothell plan designations and assignment of R 40,000 and R 9,600 Bothell proposed zoning. The upper slopes of Norway Hill are designated Urban Residential Low in the King County Comprehensive Plan and are zoned R-1 by the County. The Bothell Comprehensive Plan currently designates these areas R 40,000, which is equivalent to the County plan and zoning. The Commission affirmed the existing Bothell plan designation and recommended assignment to these areas of implementing R 40,000 proposed zoning. The Council concurs.

The east slope of Norway Hill between NE 157<sup>th</sup> Street and NE 164<sup>th</sup> Place is designated Urban Residential Medium in the King County Comprehensive Plan and is zoned R-4 by the County. The Bothell Comprehensive Plan designates this area R 9,600, which is equivalent to the County plan and zoning. The Commission affirmed the existing Bothell plan designation and recommended assignment to this area of implementing R 9,600 proposed zoning. The Council concurs.

- b. Assignment of R 7,200 Bothell plan designation and proposed zoning. Most of the lower slopes of Norway Hill are designated Urban Residential Medium in the King County Comprehensive Plan and are zoned R-6 by the County. The closest Bothell plan designation and implementing zone is R 7,200. The Commission found it appropriate to assign to this area an R 7,200 Bothell plan designation and proposed zoning. The Council concurs.
- c. Assignment of R-AC, OP, NB Bothell plan designation and proposed zoning. The area around the I-405 / Juanita-Woodinville Way interchange is designated Urban Residential High and Commercial Outside Centers in the King County Comprehensive Plan and is zoned R-24 and O by the County. The Bothell Comprehensive Plan currently designates this area a neighborhood activity center. The closest Bothell plan designation and implementing zone to those of the County is R-AC, OP, NB.

In addition to assigning to this area an R-AC, OP, NB Bothell plan designation and proposed zoning, the Commission found it appropriate to include policies and implementing regulations to ensure that the area develops in mixed uses in a manner that is transit-oriented, encourages pedestrian and bicycle travel within the neighborhood activity center, and incorporates high quality site and building design. The Council concurs.

20. **Brickyard Road / Queensgate (contains east portion of South Norway Hill / NE 160<sup>th</sup> and Hillside Estates potential annexation areas).**

- a. Assignment of R 7,200, R 5,400d and R 2,800 Bothell plan designations and proposed zoning. Most of the east and south-central portions of the potential

annexation area are designated Urban Residential Medium in the King County Comprehensive Plan and are zoned R-6 by the County. The closest Bothell plan designation and zone is R 7,200.

The northwest corner of NE 160<sup>th</sup> Street and 124<sup>th</sup> Avenue NE and the plat of Hillside Estates are designated Urban Residential Medium in the King County Comprehensive Plan and are zoned R-8 by the County. The closest Bothell plan designation and zone is R 5,400d.

Existing multi-family developments east of Brickyard Road and 116<sup>th</sup> Avenue NE are designated Neighborhood Business in the King County but, inconsistent with the plan, are zoned R-12 and R-18 by the County. The closest Bothell plan designation and zone to the existing County zoning is R 2,800.

Based on the above, the Commission found it appropriate to assign R 7,200, R 5,400d and R 2,800 Bothell plan designations and proposed zoning to the above-described areas. The Council concurs.

- b. ~~Assignment of R-AC, OP, NB Bothell plan designation and proposed zoning.~~ The area around the I-405 / Juanita-Woodinville Way Interchange is designated Neighborhood Business in the King County Comprehensive Plan and is zoned R-24 and NB by the County. The Bothell Comprehensive Plan current designates this area a neighborhood activity center. The closest Bothell plan designation and implementing zone to those of the County is R-AC, OP, NB.

In addition to assigning to this area an R-AC, OP, NB Bothell plan designation and proposed zoning, the Commission found it appropriate to include policies and implementing regulations to ensure that the area develops in mixed uses in a manner that is transit-oriented, encourages pedestrian and bicycle travel within the neighborhood activity center, and incorporates high quality site and building design. The Council concurs.

21. Canyon Creek / 39<sup>th</sup> SE.

- a. Re-affirmation of some Bothell land use designations and revision of others within the Canyon Creek / 39<sup>th</sup> Avenue SE Subarea. In 1994, when the Imagine Bothell Comprehensive Plan was originally formulated, it was anticipated that the Canyon Creek / 39<sup>th</sup> Avenue SE Subarea would someday be annexed to the City of Bothell. Therefore, lands within unincorporated Snohomish County within this portion of the Municipal Urban Growth Area (MUGA) were assigned Land Use Designations by the City of Bothell. These designations are not recognized by Snohomish County which has its own Growth Management Act Comprehensive Plan and Implementing zoning regulations. Accordingly, many developments have been constructed and occupied under Snohomish County

rules. Because many changes have occurred within the Snohomish County portions of the Canyon Creek / 39<sup>th</sup> Avenue SE Subarea since 1994, a number of amendments are needed to reflect these changed circumstances.

- b. Assignment of the North Creek Fish and Wildlife Critical Habitat Protection Area (NCFWCHPA) and Low Impact Development (LID) provisions to undeveloped or underutilized properties within the Coal / Woods Creek drainage basins within the Canyon Creek / 39<sup>th</sup> Avenue SE Subarea. In 2004 and 2005, the City of Bothell commissioned a number of special studies which inventoried and assessed wetland and stream habitat within the southern portion of the Canyon Creek / 39<sup>th</sup> Avenue SE Subarea and the entirety of the Fitzgerald / 35<sup>th</sup> Avenue SE Subarea. The studies identified the presence of high quality salmon and wildlife habitat within the Coal / Woods Creek drainage basins and recommended a number of protection strategies to satisfy the city's desire to protect these important habitat areas while also allowing reasonable levels of development activity to satisfy mandatory GMA-based growth targets. It was determined that the use of Low Impact Development (LID) techniques was the most feasible means of achieving the goals of preservation of the high quality fish habitat and achieving an urban level of development activity.

Elements within the Low Impact Development (LID) provisions established for the North Creek Fish and Wildlife Critical Habitat Protection Area include:

- Preservation of large amounts of forested areas - From 50% to 60% of site acreage;
- Limiting the amount of effective impervious surface areas (such as streets, buildings, patios) - From 15% to 20% of a site;
- Use of the 2005 Department of Ecology surface water runoff standards (the 2005 Ecology Manual);
- Reduction in mandatory dimensions for lot, street width, sidewalk placement, and other standards; and
- Use of alternative materials and techniques, such as pervious pavements and innovative surface water facilities which allow surface water to infiltrate into the soil.

Based on the above, the Commission found it appropriate to assign the North Creek Fish and Wildlife Critical Habitat Protection Area (NCFWCHPA) and Low Impact Development (LID) provisions to undeveloped or underutilized properties within the Coal / Woods Creek drainage basins within the Canyon Creek / 39<sup>th</sup> Avenue SE Subarea. The Council concurs.

- c. Assignment of R 5.400a (LID) plan designation and proposed zoning to lands within the NCFWCHPA portion of the Canyon Creek / 39<sup>th</sup> Avenue SE Subarea using the following criteria:

- Exclusion of lands previously developed to Snohomish County Standards;

- The Canyon Creek /39<sup>th</sup> Avenue SE Subarea lands within the NCFWCHPA are adjacent to the future 39<sup>th</sup> Avenue SE "Bothell Connector" arterial. Arterial streets are capable of accommodating higher densities and traffic;
- The R 5,400a (LID) designation most closely matches the existing development pattern and the plan designations and zoning regulations established by Snohomish County; and
- The R-5,400a (LID) designation provides for the type of lot size and dimension flexibility needed to accommodate LID facilities.

Based on the above, the Commission found it appropriate to assign an R 5,400a (LID) plan designation and zoning classification to lands within the NCFWCHPA portion of the Canyon Creek / 39<sup>th</sup> Avenue SE Subarea. The Council concurs.

- d. Assignment of R 7,200 Plan designation and proposed zoning to lands within the NCFWCHPA which have previously been developed to Snohomish County standards. The Commission found these lands should not be required to comply with the Low Impact Development and other provisions of the NCFWCHPA because they are already developed. The Council concurs.
- e. Assignment of Utility plan designation and R 9,600 proposed zoning to lands occupied by the Bonneville Power Administration (BPA) and the Snohomish County PUD power substation and related facilities in the northern portion of the subarea. This substation is an important component of the BPA/Snohomish County PUD electrical distribution network and contains both 230 kV and 500 kV service. The Commission found the above designation and zoning to be appropriate to reflect the existing use while providing for future use should the BPA facilities ever be abandoned. The Council concurs.
- f. Creation of a policy encouraging a cooperative dialogue with the City of Bothell, the Bonneville Power Administration (BPA) and the Snohomish County Public Utility District regarding potential noise and visual impacts associated with the Sno-King (Bothell) substation. The Commission found this policy to be appropriate to minimize conflicts between the substation and nearby residential development. The Council concurs.

22. Fitzgerald / 35<sup>th</sup> SE.

- a. Assignment of R 5,400a (LID) plan designation and proposed zoning to lands within the NCFWCHPA portion of the Fitzgerald / 35<sup>th</sup> Avenue SE Subarea to match the plan designation and zoning classification (R 5,400a (LID) of adjacent lands currently within the existing corporate limits of the City of Bothell. See Finding 21b for more detail regarding the NCFWCHPA and LID zoning classifications.



- b. Assignment of R 7,200 plan designation and proposed zoning to the Porter's Landing subdivision east of 35<sup>th</sup> Avenue SE and south of 228<sup>th</sup> Street SE. This subdivision is designated Urban Low Density Residential in the Snohomish County Comprehensive Plan and is zoned R 7,200 by the County. The closest Bothell plan designation and zone is R 7,200. As the subdivision is built out, NCFWCHPA and LID provisions could not practically be applied.

Based on the above, the Commission found it appropriate to assign an R 7,200 plan designation and implementing proposed zoning. The Council concurs.

- c. Assignment of R 9,600 plan designation and proposed zoning to Woodcreek subdivision south of 228<sup>th</sup> Street SE. This subdivision consists of lots between 12,000 and 22,000 square feet. It is designated Urban Low Density Residential in the Snohomish County Comprehensive Plan and is zoned R 9,600 by the County. The closest Bothell plan designation and zone is R 9,600. Because the plat is built out, NCFWCHPA and LID provisions could not practically be applied.

The Commission had recommended assigning to the plat of Woodcreek an R 7,200 Bothell plan designation and proposed zoning. During Council deliberations, however, a Council member raised concerns that due to the large lot sizes in Woodcreek, assigning R 7,200 planning and zoning could result in short-plating of some of the lots in the subdivision in conflict with the overall character of the subdivision. The Council concurred. Accordingly, the Council finds it appropriate to assign an R 9,600 plan designation and implementing proposed zoning.

- d. Amend the City of Bothell Transportation Element Functional Classification Map, Figure TR-2, and the Transportation Element of the Fitzgerald 735<sup>th</sup> Ave SE Subarea to reflect the Snohomish County Comprehensive Plan Transportation Element functional classification map which depicts 45<sup>th</sup> Avenue SE as a minor collector (collector). The Commission found this amendment appropriate to reflect the function of this roadway. The Council concurs.

23. Thrasher's Corner / Red Hawk

- a. Assignment of R-AC, OP, CB plan designation and proposed zoning to lands in the valley bottom along the east side of North Creek, flanking SR 527 between Filbert/Maltby Road (SR 524) and 106<sup>th</sup> Street SE. The Commission found this designation most closely matches the Urban Center (UCENTER) and Urban Commercial (UCOM) Plan designations and Urban Center (UC) and Planned Community Business (PCB) zoning classifications currently in existence in the county. The Council concurs.

- b. Assignment of R-2,800 plan designation and proposed zoning to lands just east of the R-AC, OP, CB zoning at Thrasher's Corner, along the north side of Maltby Road (SR 524). The Commission found this designation most closely matches the Urban High Density Residential (UHDR) Plan designation and Multifamily Residential (MR) zoning classification currently in existence in the county. The Council concurs.
- c. Assignment of R-4,000, MHP and R-4,000 plan designations and proposed zoning to lands adjacent to the southwest and northeast corners of the R-AC, OP, CB zoning at Thrasher's Corner, north of Filbert Road (SR 524) along North Creek and south of 196<sup>th</sup> Street SE approximately between 21<sup>st</sup> Avenue SE (extended) and 25<sup>th</sup> Avenue SE (extended). The Commission found this designation most closely matches the Urban Low and Medium Density Residential (ULDR and UMDR) Plan designations and MHP and LDMR zoning classifications currently in existence in the county. The Council concurs.
- d. Assignment of R-7,200 plan designation and proposed zoning to lands in the center of the north part of the subarea. The Commission had recommended R-7,200 for the Esther Glen and Forest Ridge subdivisions, and R-4,000 for the Grannis Hills subdivision, based on County zoning of R-7,200 and PRD-LDMR, respectively. The Council in its deliberations noted that Grannis Hills, with lots between 6,500 and 10,000 square feet, was developed at densities more consistent with the plat's ULDR County plan designation than with its LDMR County zoning. Consequently, the Council finds it appropriate to assign an R-7,200 plan designation and proposed zoning to all three subdivisions - Esther Glen, Forest Ridge and Grannis Hills.
- e. Assignment of R-9,600 plan designation and proposed zoning to lands in most of the east portion of the subarea. The Commission found this designation most closely matches the Urban Low Density Residential (ULDR) Plan designation and R-9,600 zoning classification currently in existence in the county. The Council concurs.
- f. Assignment of R-2,800, OP, NB plan designation and proposed zoning to lands in the southeast corner of the subarea, northeast of the intersection of Maltby Road (SR 524) and York Road. The Commission found this designation most closely matches the Urban Village (UVILL) and Urban Medium Density Residential (UMDR) Plan designations and Neighborhood Business (NB) and Multifamily Residential (MR) zoning classifications currently in existence in the county. The Council concurs.
- g. Assignment of CE plan designation and R-9,600 zoning classification to the land currently occupied by Fernwood Elementary School in the northeast corner of the subarea. The Commission found this plan designation most closely matches the

Parks/Infrastructure (P/I) Plan designation and R 9,600 zoning classification currently in existence in the county. The Council concurs.

24. Filbert / Winesap.

- a. Assignment of R-AC, OP, NB plan designation and proposed zoning to lands surrounding the intersection of Filbert and Winesap Roads. The Commission found this designation most closely matches the Urban Village (UVILL) Plan designation and Neighborhood Business (NB) and Multifamily Residential (MR) zoning classifications currently in existence in the county. The Council concurs.

At the July 28, 2010 public hearing and after taking public testimony and deliberating, the Commission elected to expand this designation to encompass all of the properties within Snohomish County's UVILL designation. The Council concurs.

- b. Assignment of R 2,800 plan designation and proposed zoning to lands in the southwest portion of the subarea and adjacent to the neighborhood activity center, flanking Filbert Road and Damson Road. The Commission found this designation most closely matches the Urban High Density Residential (UHDR) Plan designation and Multifamily Residential (MR) zoning classification currently in existence in the county. The Council concurs.
- c. Assignment of MHP plan designation and proposed zoning to lands in the north central and far southeast corner of the subarea. The Commission found this designation most closely matches the Urban Low Density Residential (ULDR) Plan designation and MHP zoning classification currently in existence in the county. The Council concurs.
- d. Assignment of R 4,000 plan designation and proposed zoning to lands the northwest and far northeast parts of the subarea and along portions of Filbert Road. The Commission found this designation most closely matches the Urban Low and Medium Density Residential (ULDR and UMDR) Plan designations and predominantly LDMR zoning classification currently in existence in the county. The Council concurs.
- e. Assignment of R 5,400a plan designation and proposed zoning to lands in the north central and west central part of the subarea. The Commission found its designation most closely matches the Urban Low Density Residential (ULDR) Plan designation and PRD-7,200 and PRD-9,600 zoning classifications currently in existence in the county. The Council concurs.
- f. Assignment of R 7,200 plan designation and proposed zoning to lands in the northwest and northeast corners, along I-405 extending into the center of the

Subarea. The Commission found this designation most closely matches the Urban Low Density Residential (ULDR) Plan designation and R 9,600 zoning classification currently in existence in the county. The Council concurs.

- g. Assignment of R 9,600 plan designation and proposed zoning to lands the most of the east part of the subarea, extending to the north central area. The Commission found this designation most closely matches the Urban Low Density Residential (ULDR) Plan designation and R 9,600 zoning classification currently in existence in the county. The Council concurs.

25. **Damson / Logan.**

- a. Assignment of R 4,000 plan designation and proposed zoning to the area west of Logan Road in the vicinity of 209<sup>th</sup> Place SW. The Commission found this designation and proposed zoning most closely match the Urban High Density Residential (UHDR) Plan designation and Multiple Residential (MR) zoning classification currently in existence in the county. The Council concurs.
- b. Assignment of R 4,000 plan designation and proposed zoning to the area east of 4<sup>th</sup> Avenue W, north of 216<sup>th</sup> Street SW. The Commission found this designation and proposed zoning most closely match the Urban High Density Residential (UHDR) Plan designation and Multiple Residential (MR) zoning classification currently in existence in the county. The Council concurs.
- c. Assignment of R 4,000 plan designation and proposed zoning to the area northeast of the intersection of Damson Road and Logan Road. This area is currently designated Urban Medium Density Residential by Snohomish County and is zoned Townhouse (T). The Commission recommended an R 7,200 plan designation and proposed zoning for this area, as none of it is developed to Townhouse densities and it is surrounded by detached single family subdivisions. An owner of property within this area submitted a letter requesting the City assign the closest Bothell equivalent to the County's Townhouse zone, which would be R 2,800. The Council considered this request at its November 16, 2010 hearing and supported the Planning Commission recommendation. The property owner subsequently attended the December 7, 2010 Council hearing and requested an R 4,000 Bothell plan designation and implementing proposed zoning as a compromise. Citing proximity to another proposed R 4,000 area to the southeast, the Council elected to assign this designation and proposed zoning to the area northeast of the intersection of Damson Road and Logan Road.
- d. Assignment of R 5,400d plan designation and proposed zoning to the area between 205<sup>th</sup> Street SW and S Danvers Road extending west approximately 800 feet (as measured along the 205<sup>th</sup> Street SW right of way). The Commission

found this designation and proposed zoning most closely match the Urban Medium Density Residential (UMDR) Plan designation and Low Density Multiple Residential (LDMR) zoning classification currently in existence in the county. The Council concurs.

- e. Assignment of R 9,600 plan designation and proposed zoning to the area between Logan Road and 203<sup>rd</sup> Place SW extending from Locust Way to approximately 10<sup>th</sup> Place SW. The Commission found this designation and proposed zoning most closely match the Urban Low Density Residential (ULDR) Plan designation and R 9,600 zoning classification currently in existence in the county. The Council concurs.

At the request of a property owner at the July 28, 2010 public hearing and after taking public testimony and deliberating, the Commission elected to revise the Plan designation and proposed zoning for property located immediately east of 203<sup>rd</sup> Place SW (the Gunderson property) from R 9,600 to R 7,200, as the subject property would have constituted a peninsula of R 9,600 with R 7,200 on three sides. The Council concurs.

- f. Assignment of R 9,600 plan designation and proposed zoning to the area between I-405 and Logan Road extending from 212<sup>th</sup> Street SW to approximately 203<sup>rd</sup> Place SW. The Commission found this designation and proposed zoning most closely match the Urban Low Density Residential (ULDR) Plan designation and R 9,600 zoning classification currently in existence in the county. The Council concurs.

- g. Assignment of Park (P) plan designation and R 7,200 proposed zoning to the land currently occupied by Logan Park in the southwest portion of the subarea. The Commission found the P designation most closely matches the County Parks/Infrastructure (P/I) Plan designation and the proposed R 7,200 zoning provides for appropriate development potential should the park property ever be surplus and sold. The Council concurs.

- h. Assignment of Civic - Educational (CE) plan designation and R 7,200 proposed zoning to the land currently occupied by Hilltop Elementary School and Hilltop Fire Station 22 in the central portion of the subarea. The Commission found the CE plan designation most closely matches the County Parks/Infrastructure (P/I) Plan designation for these facilities, and the proposed R 7,200 proposed zoning provides for appropriate development potential should the school and fire station properties ever be surplus and sold. The Council concurs.

- i. Assignment of R 7,200 plan designation and proposed zoning to the remainder of the subarea not described in the preceding sections. Much of the subarea is designated ULDR in the County comprehensive plan, but is a patchwork quilt of implementing County zoning, including R 7,200, R 8,400 and R 9,600. To

preserve existing neighborhood character and provide for compatible future development, the Commission found it appropriate to assign an R 7,200 plan designation and proposed zoning to the bulk of the subarea. The Council concurs. (See Finding 25c for a discussion of an area zoned Townhouse in the County which the Commission had recommended for an R 7,200 Bothell plan designation and proposed zoning, but which the Council designated and zoned R 4,000 following a request from a property owner within the area.)

26. Locust / 14<sup>th</sup> W.

- a. Assignment of R 7,200 plan designation and zoning classification throughout much of the subarea to reflect the existing pattern of residential development and the overall densities attained in the county, and to provide for compatible future development. Most of the subarea is designated ULDR, but is a patchwork quilt of implementing County zoning, including R 7,200, PRD 7,200, R 8,400, PRD 8,400, R 9,600, PRD 9,600 and PRD 20,000. In accordance with County land use procedures, areas still zoned R 9,600 would automatically be zoned R 7,200 by the County in conjunction with any future subdivision request, were the area to remain unincorporated. Given the existing disjointed zoning pattern, and the County's history of rezoning ULDR-designated land to R 7,200, the Commission recommended a Bothell R 7,200 plan designation and proposed zoning to provide for preservation of the character of the area and appropriate compatible future development, and to bring regulatory uniformity to the area.

A resident of the area requested the Council to consider assigning a Bothell R 9,600 plan designation and proposed zoning where County R 9,600 zoning currently exists. It was pointed out that this would maintain the patchwork quilt pattern of the existing zoning, and that Bothell's R 7,200 zoning provided a lower lot yield than County R 9,600 zoning in any case.

The Council considered the request, reviewed the reasons for the Planning Commission recommendation, deliberated, and concluded the Commission's recommendation was appropriate.

On another issue within the area proposed to be assigned R 7,200, the Planning Commission had considered assigning a Neighborhood Business (NB) Plan designation and proposed zoning to a property located south of the intersection of Locust Way and Lockwood Road to approximate the existing Snohomish County Plan designation of Urban-Commercial (UCOM).

The Planning Commission received public testimony at the July 28, 2010, public hearing regarding ongoing issues with traffic at this intersection due to sight distance and alignment problems. Several members of the public stated that they would prefer to see a residential plan designation and proposed zoning on

the property directly south of the intersection, rather than Neighborhood Business.

Insofar as the subject property is owned by Snohomish County, the Commission requested staff to contact the County for its perspective on this issue. Staff did so, and learned that the County planned improvements to the intersection, but that no specific design direction has been decided as yet and there is no funding for the project. County staff stated that the intersection improvements, whenever they occur, would take most of the property, leaving too little for a viable business development.

The Planning Commission considered this information and recommended assigning an R 7,200 Plan designation and proposed zoning, consistent with the surrounding area. The Council concurs.

- b. Assignment of a Plan and zoning overlay on the Kenmore Gun Club property located in the east portion of the subarea to recognize the longstanding legal status of the use within a developing residential area.

The Commission found it appropriate to assign the R 9,600 plan designation and zoning classification on the Kenmore Gun Club property in the east central portion of the subarea to match the existing Snohomish County designation. This designation most closely matches the Urban Low Density Residential (ULDR) Plan designation and R 9,600 zoning classification currently in existence in the county. The Council concurs.

- c. Assignment of R 2,800 plan designation and zoning classification on the Fruhling Gravel property in the east central portion of the subarea to match the existing Snohomish County designation. The Commission found this designation most closely matches the Urban High Density Residential (UHDR) Plan designation and Multiple Residential (MR) zoning classification currently in existence in the county. The Council concurs.

- d. Assignment of the Mobile Home Park (MHP) overlay Plan designation on the Lockwood Road and Country Club mobile home parks in the southeast and southwest portion of the subarea respectively in order to help preserve the affordable single family housing that such parks represent. The Commission found assignment of the MHP overlay appropriate to afford the same protections granted to other parks within the City. The Council concurs.

27. Rezones granted by Snohomish County from R 9,600 to R 7,200 prior to annexation to Bothell

The Commission noted that under Snohomish County policies and regulations, rezones from R 9,600 to R 7,200 are virtually automatic upon property owner request, and many properties within the MUGA have in fact been rezoned from R 9,600 to R 7,200 in this manner. Therefore, should one or more such rezone requests within the MUGA be processed and approved by Snohomish County prior to the effective date of annexation in an area assigned a Bothell R 9,600 designation and proposed zoning, the Commission recommended revisiting the Bothell plan designations and proposed zoning for the affected area so as not to create a non-conforming situation. The Council concurs.

**28. Changes to Planning Area-wide policies and regulations to reflect subarea planning and zoning recommendations.**

In the course of this subarea planning and zoning effort, certain new plan designations and zones were created (e.g., Agricultural, in the Westhill Subarea); other existing designations and zones were combined in a new way (e.g., R-AC, OP, NB in Waynita / Simonds / Norway Hill, Brickyard Road / Queensgate and Filbert / Winesap); and some new dimensional standards were proposed (e.g., 50-foot height limit in the I-405 / Juanita - Woodinville Way Neighborhood Activity Center). For internal consistency, the Commission found these additions or changes to subarea plans and zoning chapters necessitate incorporation of matching references in the Planning Area-wide policies and City-wide regulations. The Council concurs.

**29. Inclusion of language in subarea profiles concerning storm / surface water facilities and management.**

The Commission requested that the profile sections of affected subarea plans be revised to include language concerning storm and surface water origins and management. The Commission reviewed and recommended approval of such language. The Council concurs.

**30. Population and employment growth targets v. capacities**

The Growth Management Act requires jurisdictions to accommodate their fair share of population and employment growth projected for urban growth areas. Both the King County Countywide Planning Policies and the Snohomish County Countywide Planning Policies establish population and employment growth targets for the unincorporated portions of the Bothell Planning Area.

In planning and zoning for the City's potential annexation areas, Bothell is required to ensure that plan designations and implementing zoning create enough population and employment capacities to achieve the growth targets established in the King County and Snohomish County countywide planning policies for those areas.



Staff analyses have concluded that population and employment capacities are sufficient under proposed Bothell plans and zoning to accommodate assigned population and employment targets in both the King County PAA and the Snohomish County MUGA.

These analyses are summarized for each county in the following paragraphs.

#### King County PAA

The King County Countywide Planning Policies establish the following growth targets for Bothell's potential annexation areas within King County for the period 2006-2031:

- Net new dwelling units: 810
- Net new jobs: 200

To determine whether the Bothell plan designations and implementing zones recommended by the Planning Commission would accommodate the above 2031 targets, staff applied the housing and employment capacity formulas established under the King County Buildable Lands program.

King County's Buildable Lands program was developed as a result of an amendment to the Growth Management Act in 1997. The amendment required six Western Washington counties (including King and Snohomish counties) to create and implement a review and evaluation program aimed at determining if the counties have an adequate amount of residential, commercial, and industrial land to meet the growth needs spelled out in their, and their cities', GMA comprehensive plans. Affected counties must perform a Buildable Lands analysis every five years (the last was performed in 2007).

The King County Buildable Lands methodologies consist of the following steps:

#### Housing capacity formula -

1. Determine gross acres of vacant and redevelopable land (based on a percentage of improvement value to land value)
2. Deduct amount of land in critical areas
3. Deduct percentage of land area for future rights of way
4. Deduct percentage of land area for future public purposes (e.g., parks)
5. Calculate net acres
6. Subtract percentage of land for market factor (In Bothell, 10 percent for vacant land, 15 percent for redevelopable land)
7. Calculate available net acres
8. State assumed future density for each zone (number of units per acre)
9. For redevelopable land, subtract existing units
10. Multiply available net acres x assumed future density - existing units to calculate housing capacity.

Employment capacity formula -

1. Determine gross acres of vacant and redevelopable land
2. Deduct amount of land in critical areas
3. Deduct percentage of land area for future rights of way
4. Deduct percentage of land area for future public purposes (e.g., parks)
5. Calculate net acres
6. Subtract percentage of land for market factor (same percentages as in housing capacity formula above)
7. Calculate available net acres
8. State assumed future floor area ratio (FAR) for each zone (for example, an FAR of 1 would allow a one-story building covering an entire property, or a two-story building covering half the property)
9. Multiply available net acres x assumed future FAR to calculate floor area capacity
10. State floor area per employee for each zone
11. Divide floor area capacity by floor area per employee to calculate employment capacity.

For mixed use zones, an additional step is required to estimate the assumed future percentages of net land developed in residential uses v. commercial uses.

The City's Geographic Information Services (GIS) Division applied the above formulas to the Bothell plan designations and implementing zones recommended by the Planning Commission for the territory comprising Bothell's PAA within King County. The results of the calculations were as follows:

	2031 target, per King County Countywide Planning Policies	Capacity under recommended Bothell plan designations and zones
Net new dwelling units	810	939
Net new jobs	200	469

Based on the above, the Bothell plan designations and implementing zones recommended by the Planning Commission for Bothell's designated PAA in King County provide surplus housing and employment capacity to accommodate the 2031 targets established in the King County Countywide Planning Policies.

Snohomish County MUGA

The Snohomish County Countywide Planning Policies establish the following growth targets for Bothell's potential annexation areas within the MUGA for the period 2002-2025:

- Net new population: 13,729
- Net new jobs: 788

Please note that Bothell's population and employment targets were revised in 2010 to reflect a revision to the Snohomish County CPPs to recognize the actual MUGA boundary between Bothell and Mill Creek. Previous Snohomish County CPP maps showed an incorrect boundary. The boundary revision resulted in Bothell's target additional population increasing from 13,444 to 13,729. Because of the small amount of employment in the revised map area, there was no change to the additional employment number.

Note also that while the King County CPPs express population growth targets in terms of additional households, the Snohomish County CPPs express them in terms of actual additional population (persons). In addition, while the King County CPP time period for growth targets is 2006 - 2031, the Snohomish County CPP target period is 2002 - 2025.

To determine whether the Bothell plan designations and implementing zones recommended by the Planning Commission would accommodate the above 2025 targets, staff applied the housing and employment capacity formulas established under the Snohomish County Buildable Lands program.

The Snohomish County Buildable Lands methodologies are similar to King County's and consist of the following steps:

Housing capacity formula -

1. Determine gross acres of vacant and redevelopable land
2. Deduct amount of land in critical areas
3. Deduct percentage of land area for future rights of way
4. Deduct percentage of land area for future public purposes (e.g., parks)
5. Calculate net acres
6. Subtract percentage of land for market factor (in Bothell, 10 percent for vacant land, 15 percent for redevelopable land)
7. Calculate available net acres
8. State assumed future density for each zone (number of units per acre)
9. For redevelopable land, subtract existing units
10. Multiply available net acres x assumed future density - existing units to calculate housing capacity.

Employment capacity formula -

1. Determine gross acres of vacant and redevelopable land
2. Deduct amount of land in critical areas
3. Deduct percentage of land area for future rights of way
4. Deduct percentage of land area for future public purposes (e.g., parks)
5. Calculate net acres
6. Subtract percentage of land for market factor (same percentages as in housing capacity formula above)

7. Calculate available net acres
8. State assumed future floor area ratio (FAR) for each zone (for example, an FAR of 1 would allow a one-story building covering an entire property, or a two-story building covering half the property)
9. Multiply available net acres x assumed future FAR to calculate floor area capacity
10. State floor area per employee for each zone
11. Divide floor area capacity by floor area per employee to calculate employment capacity.

For mixed use zones, an additional step is required to estimate the assumed future percentages of net land developed in residential uses v. commercial uses.

The City's Geographic Information Services (GIS) Division applied the above formulas to the Bothell plan designations and implementing zones recommended by the Planning Commission for the territory comprising Bothell's MUGA within Snohomish County. The results of the calculations were as follows:

	2025 target, per Snohomish County Countywide Planning Policies	Capacity under recommended Bothell plan designations and zones
Net new population (persons)	13,729	18,144
Net new jobs	788	1,384

Based on the above, the Bothell plan designations and implementing zones recommended by the Planning Commission for Bothell's designated MUGA in Snohomish County provide surplus housing and employment capacity to accommodate the 2025 targets established in the Snohomish County Countywide Planning Policies.

**31. Consistency with Growth Management Act goals**

The proposed Bothell Potential Annexation Area Plan and Code Amendments would affirm, update or assign new Comprehensive Plan designations to Bothell's designated potential annexation areas in King County and Snohomish County; and would adopt implementing proposed zoning for those areas, to go into effect upon annexation.

The overall approach is to apply Bothell plan designations and zones which most closely approximate existing King County and Snohomish County plan designations and zones. Insofar as the King County and Snohomish County plans and implementing zoning have been found compliant with the Growth Management Act, so too would be the proposed Bothell Potential Annexation Area Plan and Code Amendments, under this approach.

The Planning Commission found, and the Council confirms, that the proposed Bothell Potential Annexation Area Plan and Code Amendments particularly implement the following Growth Management Act goals:

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

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

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

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

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

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

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

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

**32. Consistency with applicable King County and Snohomish County countywide planning policies**

Comprehensive plan amendments are required to be consistent with applicable King County and Snohomish County countywide planning policies (CPPs). The Planning Commission found, and the Council confirms, that the proposed Bothell Potential Annexation Area Plan and Code Amendments are consistent with said countywide planning policies, and particularly further the following policies:

King County Countywide Planning Policies:

"CA-5 (in part) - All jurisdictions shall adopt policies to protect the quality and quantity of groundwater where appropriate..."

"FW-11 (in part) - The land use pattern for King County shall protect the natural environment by reducing the consumption of land and concentrating development."

"FW-12(a) (in part) - All jurisdictions within King County share the responsibility to accommodate the 20-year population project and job forecast."

"LU-25a (in part) - Each jurisdiction shall plan for and accommodate the household and employment targets established pursuant to (the CPPs)."

"LU-26 (in part) - The lands within Urban Growth Areas shall be characterized by urban development."

"FW-13 (in part) - Cities are the appropriate provider of local urban services to Urban Areas either directly or by contract."

"LU-31 (in part) - In collaboration with adjacent counties and cities and King County, and in consultation with residential groups in affected areas, each city shall designate a potential annexation area. Each potential annexation area shall be specific to each city. Potential annexation areas shall not overlap."

"LU-32 (in part) - A city may annex territory only within its designated potential annexation area."

"FW-17 - Within the Urban Growth Area, jurisdictions may locally designate one or more Activity Areas characterized by the following:

- a. An array of land uses, including commercial development, housing, public facilities and public open spaces;
- b. Intensity / density of land uses sufficient to encourage frequent transit;
- c. Pedestrian emphasis within the Activity Area;
- d. Emphasis on superior urban design which reflects the local community; and
- e. Disincentives for single-occupancy vehicle usage for commute purposes during peak hours."

"LU-63 - Jurisdictions shall designate the boundaries and uses within all Activity Areas to provide for local employment, a mix of housing types, commercial activities, public facilities and open space."

"LU-69 - All jurisdictions shall develop neighborhood planning and design processes to encourage infill development and enhance the existing community character and mix of uses."

"FW-24 (in part) - All jurisdictions shall support the County's existing diversity of places to live, work and recreate and the ethnic diversity of our communities."

"FW-28 (in part) - All jurisdictions shall provide for a diversity of housing types to meet a variety of needs and provide for housing opportunities for all economic segments of the population."

Snohomish County Countywide Planning Policies:

"UG-5 - Ensure the siting and development of urban growth areas support pedestrian, bicycle and transit compatible design."

"UG-8 - Ensure UGAs provide sufficient density, developable land, public facilities and public services to accommodate most of the projected population and employment growth. In addition, the density should be adequate, according to recent studies, to support transit services and the efficient utilization of infrastructure."

"UG-9 (in part) - Respect the character of existing residential neighborhoods and non-residential areas when planning for urban center and mixed use development within urban growth areas."

"UG-11 - Encourage mixed use, pedestrian friendly and transit compatible development in comprehensive plans for areas within the urban growth area which are designated for multiple residential and non-residential development."

"UG-17 (in part) - Municipal Urban Growth Areas (MUGAs) shall be established within the Southwest Urban Growth Area (SWUGA) and documented in county and city comprehensive plans for the purposes of allocating population as required by GMA and delineating future annexation areas for each of the nine cities in the SWUGA."

"OD-8 - Encourage land use, economic and housing policies that co-locate jobs and housing to optimize use of existing and planned transportation systems and capital facilities."

"OD-9 (in part) - Develop comprehensive plan policies and development regulations that provide for the orderly transition of unincorporated to incorporated areas within UGAs."

"HO-2 - Make adequate provisions for existing and projected housing needs of all economic segments of the county."

"HO-13 - Provide adequate, affordable housing choices for all segments of the County's work force within close proximity or adequate access to the respective places of work."

33. Consistency with applicable *Imagine Bothell...* Comprehensive Plan goals, policies and actions

The proposed Bothell Potential Annexation Area Plan and Code Amendments would affirm some existing *Imagine Bothell...* subarea plan designations, revise others, and establish some new subarea plan designations in portions of the MUGA where none currently exist. The proposed action would also assign proposed subarea zoning to implement the subarea plan designations and to go into effect upon annexation.

The Commission found, and the Council confirms, that these subarea actions would be consistent with Bothell Planning Area-wide goals, policies and actions, among which the following are particularly applicable:

- "LU-G1 To create a vibrant, sustainable, family-oriented community through the balanced allocation of land for housing, commerce, industry, recreation, transportation, open space, cultural resources and other uses."
- "LU-G5 To ensure consistency among land use designation near jurisdictional planning boundaries."
- "LU-G6 To accommodate the amount of population and employment growth forecasted by the state Office of Financial Management, King County and Snohomish County for the City of Bothell over the term of the Plan."
- "LU-G10 To protect the property rights of landowners from arbitrary and discriminatory actions."
- "LU-P5 Promote integration of housing and commercial development in locations where combining such uses would be mutually beneficial."
- "HO-P2 Promote single family and multiple family housing design, including subdivision, site and building design, which enhances the community image, ensures compatibility with surrounding development and promotes City energy, transportation, historic preservation, urban design and parks and recreation goals and policies."
- "HO-P5 Ensure that infill development is compatible and in scale with surrounding existing development."



- "HO-G4 To promote a variety of residential densities and housing types to ensure an adequate choice of attractive living accommodations to persons desiring to reside in Bothell."
- "HO-P15 Promote an appropriate supply and mix of densities and housing types to meet the needs of people who work and desire to live in Bothell, especially near existing and planned transportation and employment centers."
- "ED-G2 To improve the quality of life and create places where people can live, work, learn, shop and play."
- "ED-P2 Allocate land for retail development in appropriate locations and in sufficient acreage to attract and maintain shopping opportunities at the neighborhood, community and regional levels."
- "ED-P9 Encourage business, commercial and industrial building and site design to adhere to the highest architectural standards. Visual interest should be achieved through façade modulation, use of attractive colors, textured surfaces or other means. Incorporation of works of art in site design is strongly encouraged."
- "ED-P10 As a means of promoting vibrant retail areas, encourage the combination of residential dwelling units and businesses on the same property or within an identified district, where deemed to be appropriate."
- "ED-P12 Promote structured parking where appropriate as a means of creating compact retail areas."
- "UD-G3 To reduce dependence on the automobile through building, site and district design which promotes pedestrian, bicycle and transit usage."
- "UD-P4 Activity centers within Bothell should have a community focal place for public interaction. A focal place may be a park, plaza, shopping street or other feature which invites interaction. The focal place should accommodate transit service and be linked to residential areas via pedestrian and bicycle facilities."
- "UD-P5 Provide for pedestrian-oriented mixed use neighborhood villages where appropriate within the Planning Area to promote a sense of community to residential areas and reduce the number and length of limited item convenience shopping trips by automobile."

34. Environmental (SEPA) review

The Bothell Community Development Department assessed the likely environmental impacts of the proposed potential annexation area Plan and Code amendments and three minor Plan amendments which would memorialize actions already taken by resolution, all of which together would comprise the proposed Bothell 2010 Plan amendments and associated Code amendments. After preparing and evaluating an expanded environmental checklist, the Department on October 27, 2010, issued a Determination of Non-Significance on the proposed Plan amendments and associated Code amendments.

No comments or appeals concerning the determination were received.

**35. Washington State Department of Commerce review**

In accordance with the Growth Management Act, the Community Development Department on September 7, 2010, transmitted a copy of the recommended potential annexation area Plan and Code amendments to the Washington State Department of Commerce for review.

No comments from the Department of Commerce or any other state agency were received.

**36. Cumulative effects review**

The Growth Management Act (GMA) requires that "all proposals (for comprehensive plan amendments) shall be considered by the governing body concurrently so the cumulative effect of the various proposals can be ascertained."

The Council on November 2, 2010, considered the cumulative effects of the proposed 2010 Plan amendments and associated Code amendments, thus satisfying this GMA requirement.

**37. Support for annexation**

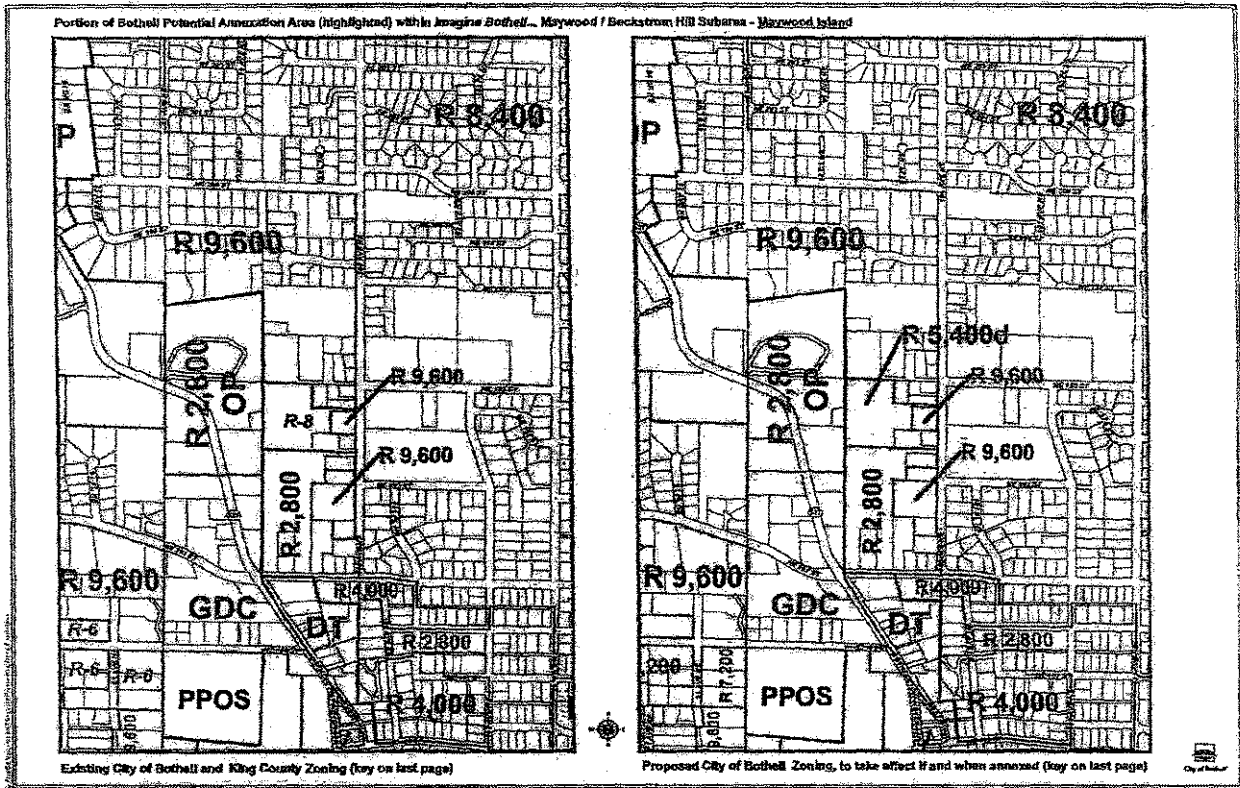
While the question of whether the City should proceed to formal annexation of Bothell's designated potential annexation areas was not in the Planning Commission's purview, the Commission requested it be reported to the Council that the majority of persons testifying expressed support for annexation to Bothell. The Council duly notes this observation.

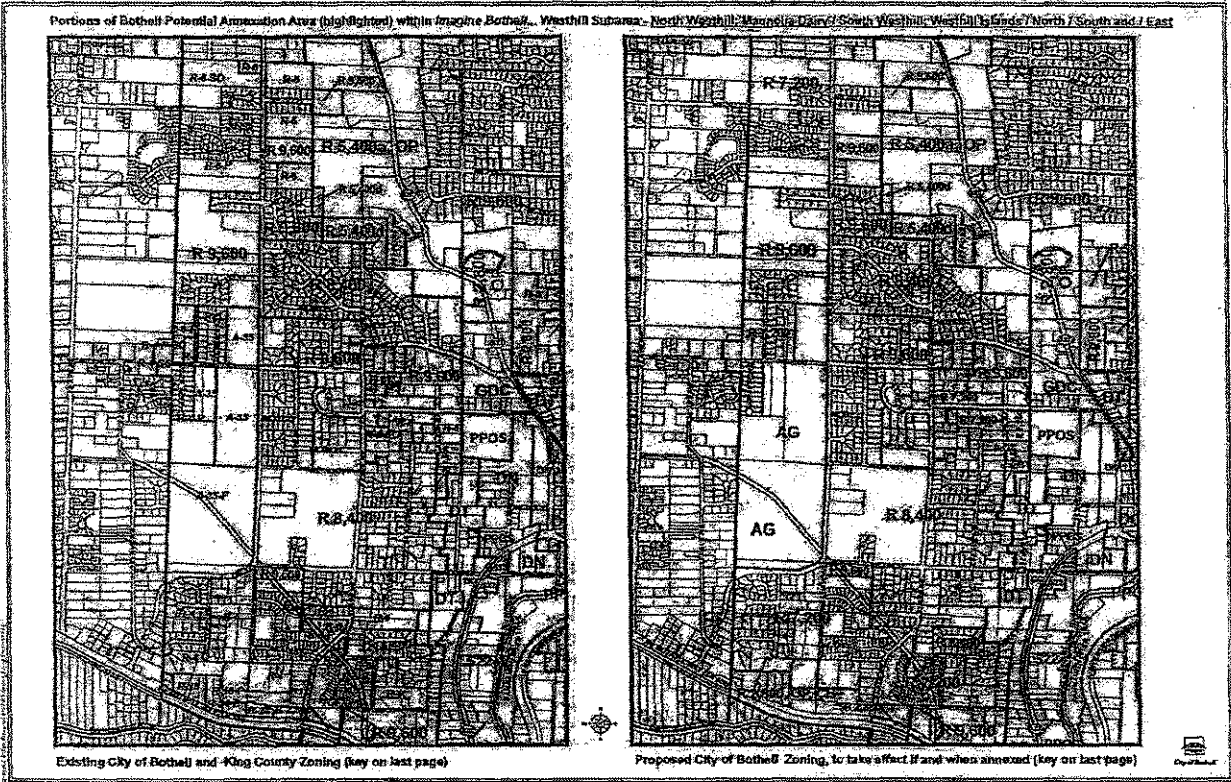
## Conclusions

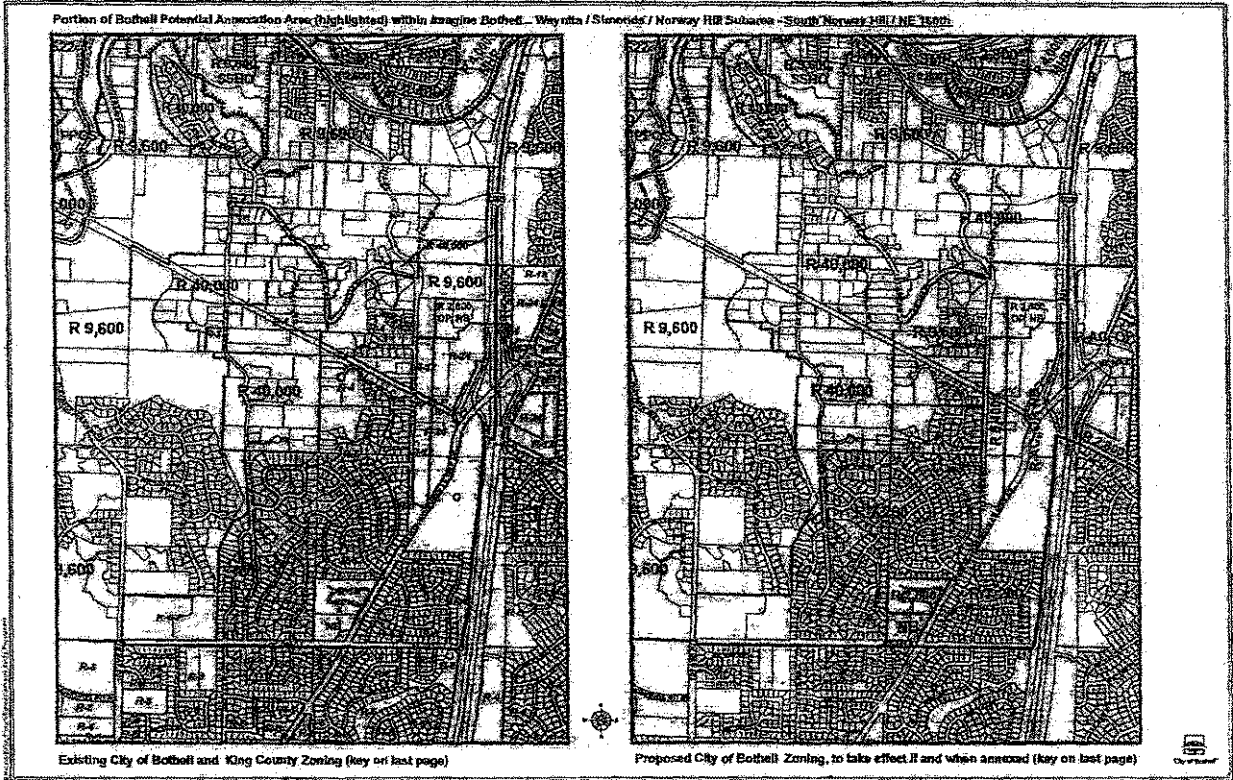
1. The proposed Bothell Potential Annexation Area Plan and Code Amendments, including Proposed Zoning, have been drafted, noticed, reviewed by the public and considered by the Bothell Planning Commission and Bothell City Council in accordance with all applicable city, county and state laws.
2. The proposed Bothell Potential Annexation Area Plan and Code Amendments, including Proposed Zoning, are consistent with the Washington State Growth Management Act, the King County and Snohomish County countywide planning policies and the *Imagine Bothell...* Comprehensive Plan.
3. The proposed Bothell Potential Annexation Area Plan and Code Amendments, including Proposed Zoning, provide for appropriate land uses within areas that are formally designated in King County and Snohomish County countywide planning policies as being most efficiently and effectively provided with urban services in the long term by the City of Bothell, via the process of annexation.
4. The proposed Bothell Potential Annexation Area Plan and Code Amendments, including Proposed Zoning, are in the best interest of the public health, safety and general welfare.

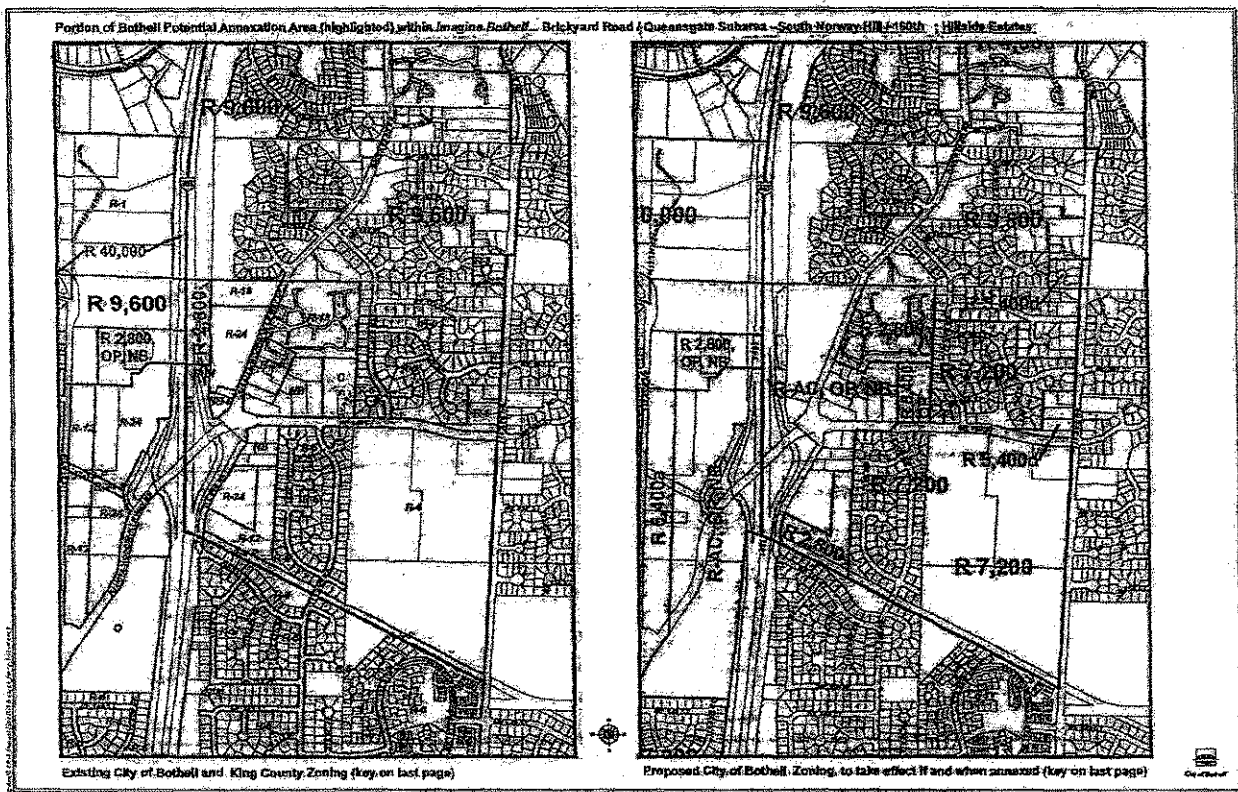
### **Action**

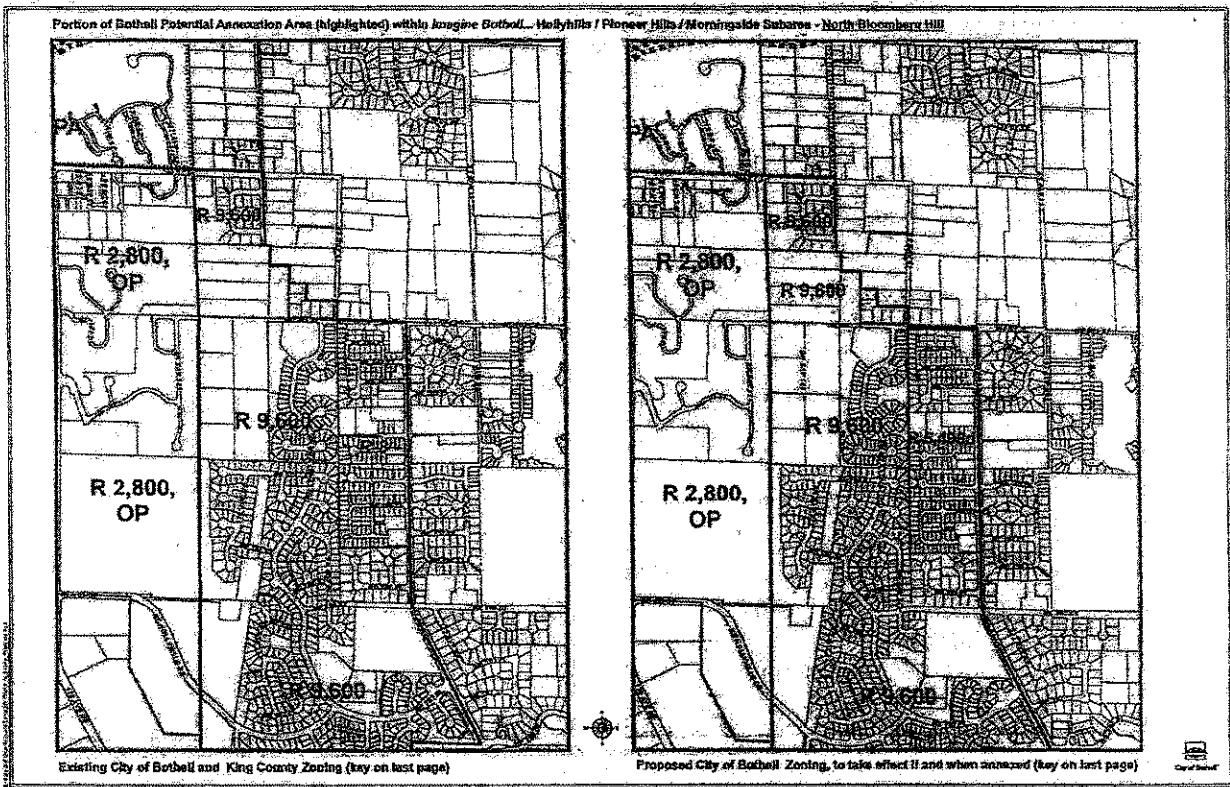
Based on these Findings and Conclusions, the City Council approves the proposed Bothell Potential Annexation Area Plan and Code Amendments, including Proposed Zoning, concerning the PAA within King County and the MUGA within Snohomish County.













King County / City of Bothell Planning and Zoning Comparison Matrix

King County	Closest equivalent Bothell plan designation	Zoning characteristics		Minimum allowed densities		Minimum required setbacks		Minimum allowed building / impervious surface coverage		Maximum allowed building heights	
		King County	Closest equivalent Bothell zoning classification	King County	Bothell	King County	Bothell	King County	Bothell	King County	Bothell
Agriculture - A2	No equivalent plan designation	A2S - Agricultural	No equivalent zoning classification	One DU per 35 Acres	NA	NA	NA	NA	NA	NA	NA
Urban Residential Low - UL	R 40,000	R-1 Residential	R-40,000	One DU per Acre	10,000 sq. ft. Min. Lot Size	Front - 20 ft. Interior - 5 ft.	Front - 30 ft. Rear - 35 ft. Side - 5 ft.	30 % Imp. Surf.	35 % Bldg. Coverage	35 ft.	30/35 ft.
Urban Residential Medium - UM	R 9,600 or R 8,400	R-4 Residential	R 9600 R 8400	4 DU per Acre (base) 5-8 DU/Acre Max.	9,500 sq. ft. Min. Lot Size 4-5 DU/Acre	Front - 10 ft. Interior - 5 ft.	Front - 20 ft. Rear - 15 ft. Side - 5 ft.	55 % Imp. Surf.	35 % Bldg. Coverage	35 ft.	30/35 ft.
Urban Residential Medium - UM	R 7,200 R 5,400	R-8 Residential	R 7200 R 5400	8 DU per Acre (base) 9-12 DU/Acre Max.	7,200 sq. ft. Minimum Lot Size 6 DU/Acre	Front - 10 ft. Interior - 5 ft.	Front - 20 ft. Rear - 15 ft. Side - 5 ft.	70 % Imp. Surf.	35 % Bldg. Coverage	35 ft. / 45 ft.	30/35 ft.
Urban Residential Medium - UM	R 5,400 R 4,000	R-8 Residential	R 5400 R 4000	8 DU per Acre (base) 12-16 DU/Acre Max.	8,400 sq. ft. Minimum Lot Size (attached/detached), 9 DU/Acre	Front - 10 ft. Interior - 5 ft.	Front - 25 ft. Rear - 15 ft. Side - 5 ft.	75 % Imp. Surf.	35 % Bldg. Coverage	35 ft. / 45 ft.	30/35 ft.
Urban Residential Medium - UM	R 4,000 R 2,800	R-12 Residential	R 4000 R 2800	12 DU per Acre (base) 18-24 DU/Acre Max.	4,000 sq. ft. Minimum Lot Size 10-15 DU/Acre	Front - 10 ft. Interior - 5 ft.	Front - 25 ft. Rear - 25 ft. Side - 5 ft.	85 % Imp. Surf.	30 % Bldg. Coverage 80% Imp. Surf.	60 ft.	35/60 ft.
Urban Residential High - UH	R-AC	R-18 Residential	R-AC	18 DU per Acre (base) 27-36 DU/Acre Max.	Residential yield of 50-60 DU/Acre	Front - 10 ft. Interior - 5 ft.	NA	85 % Imp. Surf.	100 % Imp. Surf.	60 ft. / 70 ft.	60/70 ft.
Urban Residential High - UH	R-AC	R-24 Residential	R-AC	24 DU per Acre (base) 36-48 DU/Acre Max.	No cap. res. yield of 50-60 DU/Acre	Front - 10 ft. Interior - 5 ft.	NA	85 % Imp. Surf.	100 % Imp. Surf.	60 ft. / 70 ft.	60/70 ft.
Neighborhood Business Center	NB	NB - Neighborhood Business	NB	3 DU per Acre (base) 12-18 DU/Acre Max.	In PNC, combined with R-AC, net yield of 50-60 DU/Acre	Front - 10 ft. Interior - 20 ft.	Per BMC 12.18	85 % Imp. Surf.	100 % except 12.18	35/45 ft.	35 ft.
Commercial Outside Centers	OC	OC - Community Business	OC	48 DU per Acre (base) 72-96 DU/Acre Max.	In PNC, combined with R 2800 (15 DU/Acre)	Front - 10 ft. Interior - 20 ft.	Per BMC 12.18	85 % Imp. Surf.	100 % except 12.18	35/60 ft.	35 ft. - 60/100 ft. in desig. centers
Commercial Outside Centers	OC	O - Office	OC	48 DU per Acre (base) 72-96 DU/Acre Max.	In PNC, combined with R 2800 (15 DU/Acre) or R-AC (50-60 DU/Acre)	Front - 10 ft. Interior - 20 ft.	Per BMC 12.18	75 % Imp. Surf.	100% except 12.18	45/65 ft.	35 ft. - 60/100 ft. in desig. centers
King County Open Space P - Park	OS - Open Space P - Park	NA	OS - Open Space P - Park	NA	NA	NA	NA	NA	NA	NA	NA

\* Residential accessory structures: garages, garden houses, tool sheds, playhouses or other play structures, greenhouses, swimming pools, and boat moorings are regulated under BMC 12.06.140  
 \* Home Occupations are regulated under BMC 12.06.140(B)  
 \* Family Day Care are regulated under BMC 12.06.140(F)  
 \* Domestic animals, the keeping of, are regulated under BMC 12.06.140(I)  
 \* Building Height -Varies depending on actual underlying zone, zone of adjacent properties, and within designated centers. See BMC 12.14.0906.040

# **Proposed Bothell Annexations**

## **Exhibit D to Interlocal Agreement**

### **Records to be Provided to the City by King County**

**Exhibit D – Records to be provided to the City by King County**

**Exhibit D-1**

**Records to be provided to the City by King County by February 28, 2014**

King County Executive Departments and Divisions shall provide the following records no later than February 28, 2014, for a time period consistent with the State of Washington's Local Agency Records Retention Schedule or the County's adopted retention schedule as approved by the Local Records Committee unless otherwise specified below:

1. Buildable Lands information:
  - a. Copies of subdivisions approved or pending (not recorded) from 2006 to current;
  - b. Stream or wetland modifications with reduced required buffers, approved or pending (not recorded) from 2006 to current.
2. Code Enforcement cases: Complaint files - any that are pending, not resolved.
3. Land Use / Zoning Permits and information including:
  - a. Pending permits, to be transferred to City per ILA;
  - b. Sensitive Areas - documentation of any known sensitive areas not shown on the critical areas map;
  - c. Parcel data files (any pre-application documentation) - pending, last two years.
4. Street sign inventory / asset inventory including reflectivity information.
5. Copies of any documentation regarding responsibility for power billing for street lights.
6. Pavement management records / history for all sections of roadway in the annexation area.
7. Current purchasing and or contracting agreements that will be in effect after February 28, 2014, and for which the City will responsible for managing or complying.
8. Studies relating to stream habitat, water quality and flooding / flow control. Studies and background information that led to construction of regional facilities associated with creeks in the annexation area.
9. Records related to privately maintained commercial and multi-family stormwater systems that King County inspects.

10. All Construction permit waivers for sensitive areas / critical areas.
11. All historical maintenance management system (MMS) / NPDES / WFWD (WA Fish and Wildlife Department) records - cleaning and rehabilitation dates and actions, NPDES permit related notices given to DOE and received by King County on the Surface Water conveyance and Retention / Detention systems from WLRD and KC Roads Department (Last five years)
12. Records of any work plans including all reference to ongoing maintenance for County responsibilities within the ROW and county owned properties.
13. Paper collision reports as prepared by law enforcement personnel for the period January 1, 2013 to February 27, 2014, in the Bothell annexation area.
14. As-built records of County owned fiber optic cable and fiber optic cable conduit in the King County Right-of-Way.
15. Records of all correspondence including notification of concerns within the right of way and County owned properties.

**Exhibit D-2**

**Records to be provided to the City by King County by June 1, 2014, if not provided before February 28, 2014, as the County will use best efforts to accomplish**

King County Executive Departments and Divisions shall provide the following information no later than June 1, 2014, for a time period consistent with the State of Washington's Local Agency Records Retention Schedule or the County's adopted retention schedule as approved by the Local Records Committee unless otherwise specified below:

1. Land Use / Zoning Permits and information including:
  - a. PUDs / PRDs, including parcel numbers - last 10 years;
  - b. Conditional use permits - last 10 years;
  - c. SDP (shoreline development permit) variances - last 10 years.
  
2. Buildable Lands information:
  - a. List of any subdivisions that have expired without being recorded.
  
3. Capital Assets reported by the Primary Government, Internal Service Funds or Utilities of King County that will be transferred to the City of Bothell and maintained by the City following annexation. Current values including estimated or historical costs, depreciation method, annual depreciation, and depreciation to date. The method of calculating asset value (construction costs, unit costs, average cost factors), date constructed, and any cost adjustment factors will be included for the following asset groups:
  - a. Land: Land, Right of Way, Conservation Easements and Farmland Development Rights
  - b. Infrastructure:
    - i. Streets -- Principal Arterials, Minor Arterials, Collectors, Neighborhood access, Alleys, Curb / Gutter, Sidewalks (if not within ROW), Street signs, Traffic Circles, Landscaped Median Islands, Street Trees, Emergency Vehicle Access, Paths and Trails
    - ii. Lights/Signals -- Street Lights, Traffic Signals, Flashing Crosswalks
    - iii. Bridges
    - iv. Parking lots, garages, pay stations and parking lot lighting
  - c. Buildings
  - d. Improvements
  - e. Parks
  - f. Equipment
  - g. Artwork
  - h. Intangible Assets
  - i. Utility Lift Stations
  - j. Water main, Sewer Main, Storm Main, Storm Detention, Hydrants
  - k. Contributed Capital
  - l. Work In Process/Construction in Process.

4. Planned Capital Improvement Program projects (letters, comprehensive plan generated projects, school requests, etc.).
5. Accident records/mapping/metadata .
6. Unsuccessful grant application paperwork for projects that King County has applied for within the past twelve months.
7. Records relating to surface water monitoring data for the annexation area including streams, lakes and storm water.
8. Records related to drainage and water quality complaints received, investigated and resolved by King County in the annexation area.
9. Records related to drainage and water quality claims for damages received, investigated and resolved by King County in the annexation area, including investigation reports, studies and legal information including the amount paid for each claim (if any) or the reason for denial of the claim.
10. Surface Water Capital Improvement Program documents. Lists of constructed and planned capital projects related to stream habitat, water quality and drainage / flooding.
11. All notices (email, letters, fines) to private property owners of surface water conveyance system violations, required corrections, absolution of legal authority to maintain private dam(s) for the past 5 years. Examples - gutter drains not tied in and dumping into ravines, illegal sized and uncovered manure piles contaminating streams, illegal construction of ponds / lakes for private fish stocking and landscape enhancement, illegal construction of dams on private land. (KC Roads, Parks, DDES, WLRD- (Parks and Surface Water Divisions).
12. All Contract information for any contractor that has contracted work within the right of way and County owned properties.
13. All project plan details and as-builts for construction or maintenance activities within the right of way and County owned properties.
14. Recorded surveys, plats, short plats, and design / as-built drawings, both in digital and hard copy form.
15. Any record identifying environmentally sensitive areas (wetlands, streams, lakes, slide-prone areas, etc.).
16. Any digital georeferencing source for items 16 and 17 to a map location (for example, linking scanned drawings to Section-Township-Range)

17. Business locations including address
18. Records of all claims for damages for incidents within the right of way and County owned properties.
19. All general information about any project that was initially funded and not initiated in the last five years within the right of way and County owned properties.
20. All records pertaining to traffic volume counts on road segments and at intersections for the period 2000 to current
21. All records pertaining to the maintenance and operation of traffic signals in the annexation area of Bothell.
22. All records pertaining to design and construction of speed humps, curb bump outs, traffic circles, road closures and/or other traffic calming devices or programs.
23. Fire safety inspection records from all permitted occupancies from the last time the building/occupancy was inspected. Any fire alarm, sprinkler, and other fire protection plans/permit for commercial occupancies.

**Proposed Bothell  
Annexations**

**Exhibit E to Interlocal  
Agreement**

**Development Services  
Agreement**



Exhibit E —Development Services Agreement Provisions

*INTERLOCAL AGREEMENT BETWEEN  
KING COUNTY AND THE CITY OF BOTHELL  
RELATING TO PROCESSING OF BUILDING PERMITS AND  
LAND USE APPLICATIONS*

THIS AGREEMENT is made and entered into this day by and between the City of BOTHELL, a municipal corporation in the State of Washington (hereinafter referred to as the "City") and King County, a home rule charter County in the State of Washington (hereinafter referred to as the "County").

WHEREAS, the City proposes via the interlocal agreement method established in RCW 35A.14.480 to annex the nine areas of unincorporated King County which together comprise the City's Potential Annexation Areas (collectively referred to as the "Annexation Area") as designated in the King County Countywide Planning Policies, which Annexation Area is described in Attachment I; and

WHEREAS, all local governmental authority and jurisdiction with respect to the Annexation Area transfers from the County to the City upon the date of annexation, except as may be otherwise provided in the interlocal agreement to which this agreement is Exhibit E; and

WHEREAS, the County and City agree that having County staff process certain Annexation Area building permits and land use applications on behalf of the City for a transitional period will assist in an orderly transfer of authority and jurisdiction; and

WHEREAS, it is the parties' intent by virtue of this Agreement that any and all discretionary decisions shall be made by the City; and

WHEREAS, this Agreement is authorized by the Interlocal Cooperation Act, RCW Chapter 39.34;

NOW, THEREFORE, in consideration of the terms and provisions, it is agreed by and between the City and the County as follows:

**1. Pre-annexation Building Permit Applications Filed with King County.**

1.1 Except as otherwise provided for herein, the County shall continue to review on behalf of the City all vested building-related permit applications filed with the County before the effective date of annexation that involve property within the Annexation Area in accordance with this section.

ATTACHMENT A

Ex. E, Revised 8-20-13

1.2 For the purposes of this Agreement, building-related permits include but are not limited to building permits, mechanical permits, fire systems/fire sprinkler permits, clearing and grading permits, and right-of-way permits. Review by the County shall occur in accordance with the regulations to which the applications are vested. Any decision regarding whether or when an application has vested shall be made by the City.

1.3 Except as provided in Section 1.9, if a vested permit has been reviewed and issued by the County prior to February 28, 2014, the County shall complete all reviews and inspections. The County shall confirm payment of required impact fees and notify the City that all impact fees have been paid.

1.4 If a vested permit has been partially reviewed through the close of business on February 27, 2014, but the permit has not been issued, the County shall complete the review then shall transfer the permit to the City for issuance and post-issuance administration and inspection. If any fees, including impact fees, are to be collected upon permit issuance, the City shall assess and collect those fees.

1.5 The County's review of building-related permits shall include rendering decisions to approve, condition or deny such applications, conducting inspections, issuing correction notices, certificates of occupancy, permit extensions and completion of extensions, and evaluating compliance with approval conditions that extend beyond issuance of a certificate of occupancy. The County agrees to consult with the City prior to rendering any administratively appealable building-related permit decision. Appeals of building related permit decisions, if any, shall be processed by the City in the same manner as appeals of land use permits are addressed in Section 2.4; provided that the City and County may agree to have the County conduct such appeals on behalf of the City in particular instances where such processing by the County would further the orderly transition envisioned by this Agreement.

1.6 The County shall receive and process any permit applications made following annexation that implement conditions of a Commercial Site Development permit issued by the County prior to annexation. County permits that implement conditions of a Commercial Site Development permit include those related to site, drainage, and infrastructure issues, but not building permits. After February 27, 2014, the City of Bothell shall receive and process building permit applications and ancillary permit applications, such as fire and mechanical permits of an approved project.

1.7 The County shall review and make a recommendation to the City on requests to renew County permits within the Annexation Area that are approaching their expiration date without having completed the permitted activity. The City shall render any final decisions on such requests.

1.8 For those building related permits issued by King County prior to February 28, 2014, the County shall review and render decisions on requests for changes or revisions to approved construction documents up to the time that either a certificate of occupancy is issued or final construction approval has been issued for the project. If after February 27, 2014, a request for a change or revision to an approved construction document is deemed by the County to be

substantial (e.g. the original house plan is substituted by a substantially different house plan), then a new application to the City shall be required. The County shall consult with the City to help determine what is deemed a "substantial" change or revision. Following issuance of the certificate of occupancy or final construction approval, requests for revisions to the approved set of plans shall be referred to the City to process as new permit applications.

1.9 If a permit has been issued by the County and the applicant has not submitted a request for inspection to the County by February 28, 2014, the County shall inform the City and the City shall have the opportunity to assume responsibility for remaining inspections for and administration of that permit. If the City elects to assume such responsibility, the permit, along with unexpended permit fees associated with the permit, shall be transferred to the City. The permit will be administered subject to all terms and conditions established by the County, unless revisions are subsequently requested by the applicant and approved by the City.

1.10 The County shall review and make recommendations to the City's Public Works Director or her designee on applications to vary adopted road or drainage standards that are made in conjunction with a building related application being reviewed by the County pursuant to this Agreement. All final decisions on such variance applications shall be rendered by the City.

**2. Pre-annexation Land Use Permit Applications Filed with King County.**

2.1 Except as otherwise provided for herein, the County shall continue to review on behalf of the City all vested land use permit applications filed with the County before the effective date of annexation that involve property within the Annexation Area. Review by the County shall occur in accordance with the regulations to which the applications are vested. Any decisions regarding whether or when an application has vested shall be made by the City.

2.2 For those vested land use applications that do not require a public hearing prior to issuance, the County will continue to process such applications and shall make a report and recommendation to the City's Community Development Director or his designee based upon the regulations under which the applications are vested. Any decisions to approve, deny, or approve with conditions such applications shall be made by the City's Community Development Director or designee and will be processed pursuant to the City's applicable land use review and appeal procedures.

2.3 Notwithstanding any other provision of this Agreement, applications for any comprehensive plan amendment and/or rezone and any associated permit applications shall be referred to the City for all further processing.

2.4 For those vested land use applications that require quasi-judicial or legislative approval, e.g., preliminary subdivisions or conditional uses, or which involve appeals of administrative decisions, the County shall continue to review the application as follows:

- A. If the public hearing on the application was held prior to February 28, 2014, the County shall complete the review up to and including the point of final recommendation. The final decision shall be made by the City Community

ATTACHMENT A

Ex. E, Revised 8-20-13

Development Department Director, or designee, and provided that decisions requiring approval by a legislative body shall be forwarded to the City for City Council action on final decision.

- B. If the public hearing on the application was not held prior to February 28, 2014, the public hearing shall be scheduled before the City's Hearing Examiner and the City's Hearing Examiner will make the final decision, provided that decisions requiring approval by a legislative body shall be decided by the City Council. Such applications will be processed pursuant to the City's applicable land use review and appeal procedures.

2.5 For those vested subdivision, short plat and binding site plan applications that have received preliminary approval prior to annexation, the County shall continue and complete post-preliminary review up to and including the point of making a final recommendation on the specific application(s) submitted for review prior to February 28, 2014. The final decision on the application shall be made by the City in accordance with the County Code to which the application is vested. All subsequent post-preliminary approval applications shall be submitted to and decided by the City. For purposes of this section, post-preliminary review includes engineering plan approval, final plat, short plat or binding site plan approval, and construction inspection approval.

2.6 The County shall review and make recommendations to the City's Public Works Director on applications to vary adopted road or drainage standards that are made in conjunction with a land use application being reviewed by the County pursuant to this Agreement. All final decisions on such variance applications shall be rendered by the City.

2.7 The County shall review and render decisions on requests for changes to approved land use permit engineering plans up to the time that final construction approval has been issued for the project. Following issuance of final construction approval, requests for changes to the approved set of plans shall be referred to the City. As-built drawings of the final approved construction shall be forwarded to the City.

3. List of Projects, Exclusionary Option, Notice of Meetings, and Permit Data.

3.1 The County shall provide to the City on February 28, 2014, a list of all vested building, land use and associated ancillary permit applications pending within the Annexation Area. The list shall include the status of the projects as it is shown in the County permit system. This information shall be provided until all permits on the list have been finalized, expired or otherwise completed. The City or County may at any time exclude from this Agreement any application(s) on any such list upon providing to the County or City ten days advance written notice of its intent to exclude the application(s). Upon excluding any application from review under this Agreement, the County shall turn the application over to the City for all further processing, and shall be available for consultation with the City regarding the application.

3.2 The County shall notify the City of all technical screening meetings, pre-construction conferences and engineering pre-submittal meetings for projects being reviewed by

the County under this Agreement. Such notice shall be provided promptly upon scheduling of the meeting. The City may participate in these meetings to learn more about the project and to offer comments.

3.3 The County shall provide the City with a copy of files and records of all land use and building permit applications processed under this Agreement upon completion of permit review, termination of the Agreement under Section 11, or expiration of the Agreement, whichever comes first.

3.4 The County shall provide to the City digital files of historic and open permit data for the Annexation Area that is in the County's permit database. The County's obligation shall be to provide the data in the format used by the County. It shall be the City's obligation to convert the data in such a way as to meet the City's needs. The County shall provide a subsequent and final download, showing all data through February 27, 2014, by February 28, 2014.

3.5 No later than March 31, 2014, the County shall provide to the City a list of all traffic impact fees and fees in lieu of park dedication collected by the County for development activity where all site improvements and building construction have not been completed prior to the effective date of annexation.

#### 4. SEPA Compliance.

4.1 In order to satisfy the procedural requirements of SEPA, beginning on February 28, 2014, the City shall serve as lead agency for all Annexation Area building permit and land use applications, including those being processed by the County pursuant to this Agreement. The City has designated and identified the City's Community Development Director as the SEPA Responsible Official to make threshold determinations and to supervise the preparation and content of environmental review for projects within the City.

4.2 Any and all appeals from SEPA threshold determinations and other SEPA matters relating to projects within the Annexation Area shall be heard and decided by the City pursuant to City Code procedures.

4.3 For those permit applications requiring a SEPA determination and for which a SEPA determination has not been issued prior to February 28, 2014, the County will not take final action upon the application until the City's SEPA Responsible Official has acted. The County agrees to provide technical and administrative SEPA assistance to the City's SEPA Responsible Official on that project. Such assistance may include, but is not limited to:

- Review of an applicant's environmental checklist and collection of relevant comments and facts;
- Preparation of a proposed SEPA threshold determination with supporting documentation for approval, which will include citations to a) King County Code provisions that compliance with will negate a probable significant adverse impact, and b) King County Code substantive authority for recommended mitigation

measures;

- Publication and notice by the County on behalf of the City's SEPA Responsible Official;
- Preparation and submittal of a written review and comment on any appeal received on a SEPA threshold determination recommended by County staff to the City's SEPA Responsible Official;
- Attendance at appeal hearings to testify with respect to analysis of environmental impacts, mitigation measures and the environmental review process;
- Preparation of any required draft, final, addendum or supplemental EIS for approval of the City's SEPA Responsible Official; and
- Coordination of adopted or required SEPA measures of mitigation with project review staff.

4.4 Any decision whether to condition or deny an application on SEPA grounds shall be made by the City.

5. Administrative and Ministerial Processing. County review specified in this Agreement is intended to be of an administrative and ministerial nature only. Any and all final recommendations on legislative or quasi-judicial decisions or decisions of a discretionary nature shall be made by the City's designated decision maker and processed pursuant to the City's applicable review and appeal procedures.

6. Code Enforcement.

6.1 The County shall provide the City on February 28, 2014, a list and brief explanation of all Annexation Area code enforcement cases (including those pertaining to surface water codes) under review by the County at the time of annexation. The City shall be responsible for undertaking any code enforcement actions following the date of annexation. The County shall provide the City with copies of any Annexation Area enforcement files requested by the City.

6.2 Code enforcement abatement actions necessary to eliminate public health or safety hazards shall be the sole responsibility of the City.

6.3 The County is authorized on behalf of the City to enforce conditions of approval for those permits that the County processes pursuant to this Agreement. Pursuant to this provision, the County's authorization shall mean issuing corrective notices and/or withholding permit approval or recommendation of approval. If code compliance remains unresolved after the first notice, the County shall notify the City and, at the City's discretion, the City may initiate code enforcement cases, assess civil penalties, initiate financial guarantee recall, or otherwise take legal action to remedy the violation or non-compliance.

7. Financial Guarantees.

7.1 Any financial guarantee that is intended to secure compliance with project conditions that are being or will be reviewed by the City shall be turned over to or posted with the

City, which shall have sole authority and discretion over its release and/or enforcement. Any financial guarantee that has been posted or is otherwise required in order to guarantee compliance with conditions that are being reviewed by the County pursuant to this Agreement shall be retained by or posted with the County. On behalf of the City, the County is authorized to accept such financial guarantees and to release them where it determines that conditions for release have been satisfied. In making such decisions whether to release a financial guarantee instrument, the County may at any time seek direction from the City. The City shall be solely responsible for making any demands or initiating any legal action to enforce financial guarantees for Annexation Area projects.

7.2 Except for those projects on which the County has prior to the effective date of annexation of the Annexation Area assessed required financial performance guarantees, the City shall have sole discretion and responsibility on the assessment of financial performance guarantees required of an applicant to secure compliance with permit or development-related requirements. The City shall have sole discretion and responsibility on the release and enforcement of all required financial performance guarantees required of the applicant to secure compliance with permit or development-related requirements. The County will not release any construction performance guarantees until the permittee has secured the required maintenance/defect bond or equivalent for the benefit of the City. The County will not release any maintenance/defect bonds until the City has reviewed the development-related improvements with the County inspector and agrees that the bond should be released. Notwithstanding the foregoing, upon special written request by the City, the County may agree to assist the City in determining whether to enforce or release particular financial guarantees. Such assistance from the County shall not include the initiation or undertaking of legal actions.

8. **Processing Priority.** Within budgetary constraints, the County agrees to process pre-annexation building and land use applications in accordance with the County's administrative procedures, at the same level of service as provided to County applications.

9. **Fees and Reimbursement.**

9.1 The City shall adopt legislation authorizing the County to charge applicants fees in amounts currently specified or hereafter adopted in King County Code Title 27 for applications processed by the County in accordance with the terms of this Agreement.

9.2 In order to cover the costs of providing services pursuant to the terms of this Agreement, the County is authorized to collect and retain such application and other fees authorized by the County fee ordinances adopted by the City pursuant to Section 9.1 above, or as may be modified at some future date by the County and the City.

9.3 In order to cover the costs of providing review, technical and administrative assistance, and other services not otherwise reimbursed pursuant to this Agreement, including but not limited to providing testimony at public hearings, the City shall pay the County at such hourly rate as specified in the version of King County Code Title 27 in effect at the time the services are performed. The County shall not seek reimbursement under this Section for review services performed on an individual permit application where the County has already been

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compensated for such services by the receipt of permit application review fees. The County shall provide the City with quarterly invoices for assistance and services provided, and the City shall tender payment to the County within thirty days after the invoice is received. The City shall retain the right to pre-authorize the County services contemplated by this Section 9.3, including the estimated cost of such services. Such pre-authorization by the City must be in writing. If the City does not provide pre-authorization, then the County shall neither provide nor invoice such services.

9.4 For permit applications initiated with the County and later forwarded to the City for completion, the County shall submit to the City the unexpended portion of any fees collected by the County to cover the work that becomes the responsibility of the City. The fees shall be submitted concurrently with the forwarding of the applications.

9.5 No later than May 1, 2014, the County shall pay to the City any unexpended traffic impact fees and fees in lieu of park dedication collected by the County for development activity where all site improvements and building construction have not been completed prior to the effective date of annexation.

9.6 For the purposes of this Agreement, "unexpended portion of fees" shall mean the balance of any fee collected by the County for a permit application which is later forwarded to the City for completion. The Parties acknowledge that the County charges fees both on a fixed price basis as well as by the hour at the rates set in Title 27 of the King County Code.

A. County fixed fees have been determined using the estimated time as represented by hours or a portion thereof needed to complete the permit application, issue or plan review ("standard time") multiplied by the current hourly rate. The unexpended portion of a fee for any fixed fee to be transferred to the City will be ratio of the documented time actually charged against the permit to the standard time multiplied by the current hourly rate.

B. The County also assesses some permit applications, issues and plan reviews ("project") on an hourly basis. For these, assessed fees based on an hourly rate, the unexpended portion of a fee to be transferred to the City will be the balance of any deposit, less the hourly rate for those documented hours charged against the particular project.

C. The City will not be entitled to any surcharge amount assessed to a project pursuant to KCC 27.02.1905.

10. **Duration.** This Agreement shall become effective upon approval by the City and the County and shall continue until December 31, 2017, unless otherwise terminated in accordance with Section 11 or extended in accordance with Section 12 of this Agreement.

11. **Termination.** Either party may terminate this Agreement for good cause shown upon providing at least thirty (30) days written notice to the other party. Upon expiration or termination of this Agreement, the County shall cease further processing and related review of



applications it is processing under this Agreement. The County shall thereupon transfer to the City those application files and records, posted financial guarantee instruments, and unexpended portions of filing fees for pending land use and building-related applications within the Annexation Area. Upon transfer, the City shall be responsible for notifying affected applicants that it has assumed all further processing responsibility.

12. **Extension.** The City and County may agree to extend the duration of this Agreement through December 31, 2022 or to a date prior thereto. In order for any such extensions to occur, the City shall make a written request to the County not less than sixty (60) days prior to the otherwise applicable expiration date. Any agreement by the County to the proposed extension(s) shall be made in writing. If the parties have not agreed to the extension in writing by the otherwise applicable expiration date, the Agreement shall expire.

13. **Application Process.** The City will prepare a document describing the handling of applications based upon this Agreement. Both the City and the County will have that document available for applicants.

14. **Indemnification, Hold Harmless and Defense.**

14.1 The County shall indemnify and hold harmless the City and its elected officials, officers, agents and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason or arising out of any negligent action or omission of the County, its elected officials, officers, agents, and employees, or any of them, in performing obligations pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against the City, the County shall defend the same at its sole cost and expense, provided that the City retains the right to participate in said suit if any principal or governmental or public law is involved, and if final judgment be rendered against the City and its elected officials, officers, agents, and employees, or any of them, or jointly against the City and County and their respective elected officials, officers, agents, and employees, or any of them, the County shall satisfy the same.

14.2 The City shall indemnify and hold harmless the County and its elected officials, officers, agents and employees or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason or arising out of any negligent action or omission of the City, its elected officials, officers, agents, and employees, or any of them, in performing obligations pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against the County, the City shall defend the same at its sole cost and expense, provided that the County retains the right to participate in said suit if any principal of governmental or public law is involved, and if final judgment be rendered against the County and its elected officials, officers, agents, employees, or any of them, or jointly against the City and County and their respective elected officials, officers, agents, and employees or any of them, the City shall satisfy the same.

14.3 The City and the County acknowledge and agree that if such claims, actions, suits, liability, loss, costs, expenses and damages are caused by or result from the concurrent negligence of the City, its agents, employees, elected officials, and/or officers and the County, its

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agents, employees, elected officials, and/or officers, this section shall be valid and enforceable only to the extent of the negligence of each party, its agents, employees, elected officials, and/or officers.

14.4 In executing this Agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility that arises in whole or in part from the existence or effect of City ordinances, rules, regulations, policies or procedures. If any cause, claim, suit, action or proceeding (administrative or judicial), is initiated challenging the validity or applicability of any City ordinance, rule or regulation, the City shall defend the same at its sole expense and if judgment is entered or damages awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and attorneys' fees.

15. **Personnel.** Control of County personnel assigned by the County to process applications under this Agreement shall remain with the County. Standards of performance, discipline and all other aspects of performance shall be governed by the County.

16. **Administration.** This Agreement shall be administered by the County Director of the Department of Permitting and Environmental Review or his/her designee, and by the City's Community Development Director or his/her designee.

17. **Amendments.** This Agreement is the complete expression of the terms hereto and any oral representation or understanding not incorporated herein is excluded. Any modifications to this Agreement shall be in writing and signed by both parties.

18. **Legal Representation.** The services to be provided by the County pursuant to this Agreement do not include legal services, which shall be provided by the City at its own expense.

19. **No Third Party Beneficiaries.** This Agreement is made and entered into for the sole protection and benefit of the parties hereto. No other person or entity shall have any right of action or interest in this Agreement based upon any provision set forth herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed.

KING COUNTY

\_\_\_\_\_  
King County Executive

\_\_\_\_\_  
Dated

Approved as to Form:

DANIEL T. SATTERBERG  
King County Prosecuting Attorney

By: \_\_\_\_\_  
Senior Deputy Prosecuting Attorney

\_\_\_\_\_  
Dated

CITY OF BOTHELL

\_\_\_\_\_  
ROBERT S. STOWE  
City Manager

\_\_\_\_\_  
Dated

Approved as to Form:

\_\_\_\_\_  
JOSEPH N. BECK  
City Attorney

\_\_\_\_\_  
Dated

Revised 8-20-13

# **Proposed Bothell Annexations**

## **Exhibit F to Interlocal Agreement**

### **Drainage Property Interests and Facilities**

Exhibit F

Drainage Property Interests Transferred from King County to Bothell

Drainage Related Lands held by King County and Described as Follows:

King County Short Plat L99S0009 Tract C, as recorded under King County Recording #20010607-900005 (Tax Account #072605-9478)

JESSICA MEADOWS TRACT A, as recorded in Volume 208 of Plats, pages 41 through 44 (Tax Account #370950-0190)

SUNDOWN ESTATES TRACT A, as recorded in Volume 133 of Plats, pages 17 through 19 (Tax Account #809380-0230)

WEATHERFIELD TRACT A, as recorded in Volume 186 of Plats, pages 40 through 42 (Tax Account #920255-0170)

King County Short Plat L97S0004 Tract B, as recorded under King County Recording #20000525-900005 (Tax Account #172605-9133)

NORWAY KNOLL TRACT C, as recorded in Volume 227 of Plats, pages 84 through 87 (Tax Account #620405-0200)

NORWAY VIEW TRACT F, as recorded in Volume 125 of Plats, pages 77 through 78 (Tax Account #620420-0620)

NORWAY VISTA #2 TRACT A, as recorded in Volume 99 of Plats, pages 33 through 34 (Tax Account #620441-0350)

NORWAY VISTA #3 Lot 2, as recorded in Volume 106 of Plats, pages 64 through 65 (Tax Account #620442-0020)

TOTEM ESTATES TRACT A, as recorded in Volume 101 of Plats, pages 41 through 42 (Tax Account #866320-0860)

BRAE CREST TRACT D, as recorded in Volume 159 of Plats, pages 44 through 47 (Tax Account #103610-0240)

STONEBROOK MEADOWS TRACT B, as recorded in Volume 207 of Plats, pages 57 through 60 (Tax Account #803050-0260)

All Drainage Easements dedicated to King County or the public in the following recorded plats, pages, records of King County:

Plat Name	book	page	L page	Major
JESSICA MEADOWS	208	041	044	370950

LOMA VISTA ADD	056	017	018	439850
MADISON HILL	241	020	025	501200
NEWTONS ADD	081	037	000	607500
SCHENK ADD	063	026	000	758700
SCHENK ADD NO. 02	065	029	000	758710
SHEFFIELD MANOR	095	007	009	773260
SHEFFIELD MANOR (AFF OF CORR)	106	100	000	773260
SUNDOWN ESTATES	133	017	019	809380
SUNLAKE ADD	064	047	000	809650
SUNLAKE ADD DIV NO. 02	086	020	000	809660
TRILLIUM NINE	256	068	070	868210
WEST HILL HEIGHTS	187	089	096	926926
WEST HILL MERE	164	073	075	926927
WOODSIDE HEIGHTS	204	060	065	955760
WOODSIDE PLACE	198	078	080	955890
OLIN ACRES DIV NO. 01	035	008	000	635890
BOTHELL HEIGHTS ADD	069	010	000	096800
LANSDOWNE HEIGHTS	248	094	096	418830
TAPESTRY	213	081	088	856495
WEATHERFIELD	186	040	042	920255
CAMBRIDGE TOWNHOMES	149	061	065	131094
CAMBRIDGE TOWNHOMES PH 02	151	046	050	131094
CAMBRIDGE TOWNHOMES PH 03	153	084	088	131094
CAMBRIDGE TOWNHOMES PH 04	160	020	024	131094
HALEY'S PARK	254	044	049	302280
FEAMAN ADD	063	064	000	249980
CARLYLE	085	073	074	138730
BRAE CREST	159	044	047	103610
BRAEWOOD CONDOMINIUM HOMES	214	027	037	103680
KINGSWOOD TOWNHOMES-BSP	112	063	065	387685
KINGSWOOD TOWNHOMES PH 01	112	066	069	387685
LANCASTER LANE	153	067	070	417860
MOTOR CREST VILLA TRS	902	188	000	569050
NORWAY KNOLL	227	084	087	620405
NORWAY MEADOWS	137	089	091	620410
NORWAY VIEW	125	077	078	620420
NORWAY VISTA	097	089	090	620440
NORWAY VISTA NO. 02	099	033	034	620441
NORWAY VISTA NO. 03	106	064	065	620442
NORWAY VISTA NO. 04	108	064	065	620443
QUEENSGATE NO. 03	092	097	098	701620
QUEENSGATE NO. 05	094	030	031	701631
SANDRIDGE	136	077	079	755690
SERENITY AT JUANITA	215	092	095	769681
SERENITY AT JUANITA PH 02	217	035	038	769681
SERENITY AT JUANITA PH 03	220	092	095	769681

SERENITY AT JUANITA PH 04	222	066	069	769681
SONOMA VILLERO	165	071	090	785997
TOTEM ESTATES	101	041	042	866320
VERDEAUX	241	078	089	889448
VERDEAUX 1ST AMENDMENT PH 01	254	024	031	889448
VERDEAUX 2ND AMENDMENT PH 02	263	008	014	889448
WINDSOR VISTA NO. 01	081	070	071	947700
HILLSIDE ESTATES	173	071	073	337520
CASCADE VIEW CIRCLE	161	090	091	142720
CASCADE VIEW TRS	902	057	000	142890
ANDALUSIA	235	038	042	020770
STONEBROOK MEADOWS	207	057	060	803050
WOODLARK GREEN DIV 01	215	078	082	952730
WOODLARK GREEN DIV 02	215	083	087	952731
WOODMARK	246	014	020	963200

## Drainage Facilities for Transfer to Bothell

K.C. file number	Facility Name	Address
D90210	Norway Vista Div 4 S	10625 NE 153rd St
D90211	Norway Vista Div 4 N	10809 NE 154th Pl
D90311	Norway Vista Div 2	10502 NE 145th St
D90499	Norway Vista Div 3	14827 106th Ave NE
D91085	KCSP 0683013	9017 NE 177th Ct
D91088	Norway View	10398 NE 145th St
D91172	Sundown Estates	17806 83rd Pl NE
D91256	Norway Meadows	11105 NE 157th Pl
D91257	Norway Meadows	10865 NE 157th St
D91380	Totem Estates	12132 NE 163rd St
D91381	Totem Estates	12110 NE 160th St
D91695	Lancaster Lane	11136 NE 160th Pl
D91779	Lancaster Lane	11156 NE 160th Pl
D91906	Sundown Estates	17806 83rd Ave NE
D91952	Cascade View Circle	12955 NE 203rd Ct
D92092	Brae Crest	15709 112th Ave NE
D92093	Brae Crest	15902 111th Ave NE
D92187	West Hill Mere	8507 NE 176th St
D92444	Hillside Estates	16511 124th Ave NE
D92631	KCSP L99S0009 (DeBriere)	17826 86th Ave NE
D92722	Woodside Heights	8939 NE 178th St
D92733	Stonebrook Meadows	12999 NE 201st Wy
D92779	Woodside Place	8852 NE 176th St
D92830	Tumbow Short Plat	20105 130th Ave NE
D92831	Woodlark Green Div 1 & 2	12967 NE 203rd St
D92841	Tapestry	8501 NE 203rd St
D92910	Weatherfield	20315 86th Pl NE
D92949	Andalusia	12999 NE 200th Pl
D92964	Alexandria Estates	17510 86th Ave NE
D93027	Woodmark	12920 NE 197th Pl
D93048	Royal Crest SP	15503 112th Ave NE
D93068	AAA 2YR BOND Norway Knoll	16225 112th Ave NE
D93069	Jessica Meadows	9040 NE 176th St
D93077	AAA PERFBOND KCSP L00S0010	16454 108th AVE NE
D93081	AAA 2YR BOND KCSP L04S0018	9456 NE 173rd Pl
D93137	AAA 2YR BOND Madison Hill	18900 84th Pl NE
D93141	AAA 2YR BOND Lansdowne Heights	20283 86th Pl NE



## Drainage Facilities Not for Transfer to Bothell

K.C. file number	Facility Name	Address
D96120	Kindercare Learning Center	15816 116th Ave NE
D96273	Northshore Jr High School	12101 NE 160th St
D96360	Evergreen Academy Park	16016 118th Pl NE
D96860	Serenity at Juanita Condominiums	10818 NE 148th Ln
D97128	Group Four (G4) Inc	16030 Juanita-Woodinville Wy
D97141	Sheffield Manor	17300 91st Ave NE
D97663	KC Public Health Center	10808 NE 145th St
D97919	Mr Kleen Car Wash	15824 116th Ave NE
D98287	Eastside Foursquare Church	14520 100th Ave NE
D98288	Woodmoor Elementary School (vault A)	12225 NE 160th St
D98308	Woodmoor Elementary School (vault B)	12225 NE 160th St
D98346	Braewood Condominiums	15300 112th Ave NE
D98347	Braewood Condominiums	15300 112th Ave NE
D98350	Willina Ranch Apartments (South Vault)	15515 Juanita-Woodinville Wy NE
D98351	Willina Ranch Apartments	15515 Juanita-Woodinville Wy NE
D98352	Willina Ranch Apartments (South Tank)	15515 Juanita-Woodinville Wy NE
D98353	Willina Ranch Apartments (N tank & bioswale)	15515 Juanita-Woodinville Wy NE
D98418	West Hill Heights Tr E	17362 92nd Pl NE
D98419	West Hill Heights TRF	17600 91st Ave NE
D98423	Woodbridge Pond Condos	16220 Juanita-Woodinville Wy NE
D98424	Woodbridge Pond Condos	16220 Juanita-Woodinville Wy NE
D98485	Ivorywood Town Homes	8700 NE Bothell Wy
D98486	Ivorywood Town Homes	8700 NE Bothell Wy
D98548	Exit 22 Parking, LLC	16030 118th Pl NE
D98553	Northshore Baptist Church-North Parking Lot	10222 NE 145th St
D98564	Public Storage Inc	9000 NE Bothell Wy
D98687	Cedar Park Assembly of God	15910 112th Ave NE
D98692	Northshore Jr High School	12101 NE 160th St
D98693	Northshore Jr High School	12101 NE 160th St
D98847	Sonoma Villero Condominiums	16125 Juanita-Woodinville Wy NE
D98848	Sonoma Villero Condominiums	16125 Juanita-Woodinville Wy NE
D98877	Eastside Foursquare Church	14520 100th Ave NE
D98886	Verdeaux Condos	15700 116th Ave NE
D98956	160th Interchange Plaza	16017 Juanita-Woodinville Way NE

# **Proposed Bothell Annexations**

## **Exhibit G to Interlocal Agreement**

### **Park, Greenbelt and Open Space Parcels to be Transferred**

## Exhibit G

**Bothell / Greenbelt and Open Space Parcels to be transferred to the City**

1. Tax Parcel # 620442-0320  
 Physical location: East of 105<sup>th</sup> Ave NE / south of NE 152nd / 3.26 acres  
 Designation: Open Area on face of plat  
 Deed: N/A  
 Legal Description:  
 Tract "A" Plat of Norway Vista No. 3, recorded in Vol. 106 of Plats on Pages 64 thru 65 in records of King County, Washington.
- 
2. Tax Parcel # 620443-0450  
 Physical location: East of 105<sup>th</sup> Ave NE / north of NE 152nd / 0.77 acre  
 Designation: Open Area and slope easement on face of plat  
 Deed: N/A  
 Legal Description:  
 Tract "C" Plat of Norway Vista No. 4, recorded in Vol. 108 of Plats on Pages 64 thru 65 in records of King County, Washington.
- 
3. Tax Parcel # 701620-0540  
 Physical location: East of 116<sup>th</sup> Ave NE / north of Tolt River Pipeline / .60 acre  
 Designation: Open Space and Recreation  
 Deed: SWD #6704773 / 09-15-70 / restrictive language on use  
 Restriction: "By acceptance of this deed the County of King covenants and agrees that the property shall be kept and maintained as open space and used for recreational purposes only. The County may, however, place improvements and impose such regulations on said property as is consistent with the proper maintenance and preservation of public health, safety, morals and general welfare."  
 Legal Description:  
 Tract "A" Plat of Queensgate Div. No. 3, recorded in Vol. 92 of Plats on Pages 97 thru 98 in records of King County, Washington.

**Exhibit G**

**East Norway Hill Park to be transferred to the City**

**Legal description**

**Parcel A:**

That portion of the NE ¼ SW ¼ Section 16, Township 26 North, Range 5 East, W.M., described as follows: Beginning at a point on the west line of said NE ¼ SW ¼, which is N 01-47-04 E 1460.08 ft from the southwest corner of the SE ¼ SW ¼ of said section 16;

Thence N 01-47-04 E 650.00 ft;

Thence S 62-37-36 E 480.00 ft;

Thence S 46-08-44 W 619.18 ft to the point of beginning, having an area of 3.23 acres, more or less.

SUBJECT TO: an easement for right of way for electric power transmission lines granted to Puget Sound Traction and Power Company, January 24, 1914 under Application #9121.

SUBJECT TO: an easement for right of way for pipeline granted to the City of Seattle, July 13, 1961 under Application #25624

**Parcel B:**

That portion of the NE ¼ SW ¼ Section 16, Township 26 North, Range 5 East, W.M., described as follows: Beginning at a point on the north line of said NE ¼ SW ¼, which is N 89-01-32 W 80.08 ft from the northeast corner thereof;

Thence S 03-34-58 W parallel to the north-south centerline of said Section 16, a distance of 1040.00 ft;

Thence N 62-37-36 W 1422.77 ft to the west line of said NE ¼ SW ¼;

Thence N 01-47-04 E 408.37 ft to the northwest corner of said NE ¼ SW ¼;

Thence S 89-01-32 E 1315.99 ft to the point of beginning, having an area of 21.68 acres, more or less.

SUBJECT TO: an easement for right of way for electric power transmission lines granted to Puget Sound Traction and Power Company, January 24, 1914 under Application #9121.

SUBJECT TO: an easement for right of way for pipeline granted to the City of Seattle, July 13, 1961 under Application #25624;

TOGETHER WITH the east 80 feet of that portion of the NE ¼ SW ¼, Section 16, Township 26 North, Range 5 East, W.M., lying northerly of a line parallel to and 10 feet northerly, as measured at right angles, from a line described as follows:

Beginning at a point on the north-south centerline of said Section 16 which is N 03-34-58 E 1500.35 feet from the south quarter section corner thereof;

Thence N 62-37-36 W 3050.34 feet to a point on the west line of said Section 16 which is N 03-11-20 E 272.90 feet from the west quarter section corner thereof, having an area of 1.94 acres, more or less.

SUBJECT TO: an easement for right of way for County Road granted to King County, July 6, 1910, under Application No. 391.

SUBJECT TO: easements for rights of way for electric power transmission lines granted to the City of Seattle, April 30, 1927 and August 4, 1930, under Application Nos. 12915 and 13912, respectively.

Subject to all covenants, conditions, encumbrances, reservations, provisions and restrictions of record stated in Deed #7212120479 between the State of Washington and King County.

### Exhibit G

#### Illustration of East Norway Hill Park

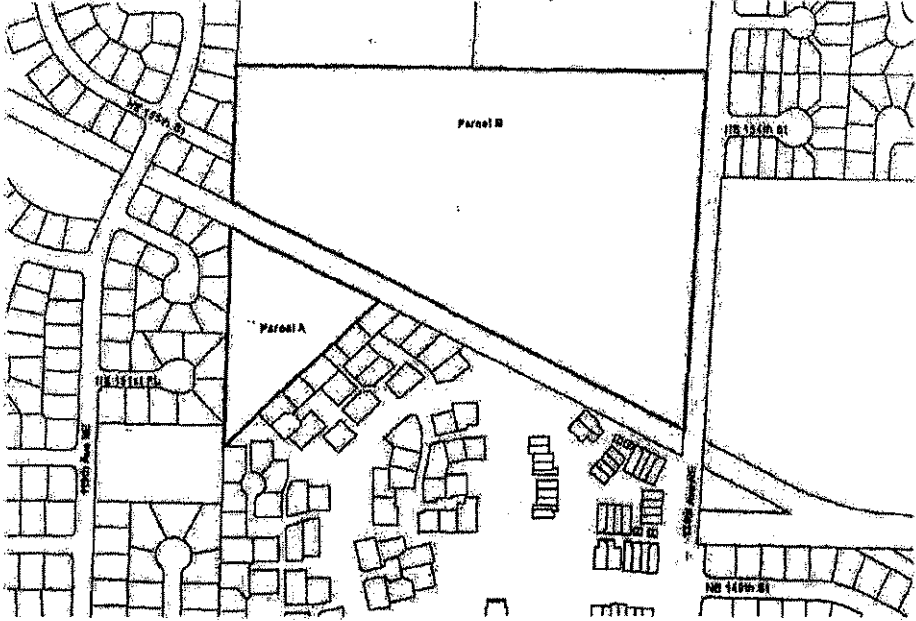


Image below is a color aerial photo of the same area as shown above.

