

NOTICE OF INTENTION

(Application for Annexation/Merger)

Thurston County Boundary Review Board

2411 Chandler Court SW, Olympia, WA 98502

360.741.2514 (Direct) | 360.956.7575 (Main) | 360.741.2545 (Fax)

Email: brbchiefclerk@trpc.org

Website: www.trpc.org/brb



| |
|---|
| <p>SUBMITTAL REQUIREMENTS</p> <p><u>Annexation:</u> Original + 6 copies CD containing all documents as separated .pdf format files</p> <p><u>Waiver:</u>Original + 8 copies CD containing all documents as separated .pdf format files</p> |
|---|

1. Jurisdiction Requesting Annexation/Merger: City of Yelm

Responsible Official: Gary Cooper, Planning & Building Manager

Phone: (360) 458-8408

FAX: none

E-mail: garyc@yelmwa.gov

2. If number of parcels is less than three, please list the owners:

See map and legal description

3. Method used to initiate the proposed action: Interlocal Agreement Method – RCW 35A.14.460

4. Location (address, if assigned): The area comprises roughly 76.36 acres surrounded on the east, west, and south by City of Yelm land. The western border is Rhoton Rd, and the eastern/northern borders follow Canal Rd.

5. Legal Description. A copy of the legal description of the perimeter boundaries of the area involved in the proposed action certified by a registered engineer or land surveyor (attach as a separate exhibit): See attached.

6. Size in Acres: 76.36 +/-

7. Assessed Valuation (attach Assessor's information): \$4,716,200

8. Please state the nature of this action and the relevant statutory citation (i.e., annexation for municipal purposes pursuant to RCW 35.13.180):

Annexation using the Interlocal Agreement Method pursuant to RCW 35A.14.460 for territory within urban growth areas.

9. Current Joint Plan Designation:

Moderate Density Residential (R-6) and Industrial (I).

10. Is the site currently served by sewer or water?

Sewer Water Neither

If no, specify services desired: The City of Yelm is not aware of any expressed desire for water or sewer services for parcels within the annexation area. However, there are nearby water and sewer service lines available for any owners that may desire to begin City of Yelm water/sewer service.

If sewer or water desired, include map showing location of nearest lines. A map of nearby water and sewer lines is attached.

11. When is extension of water and sewer service planned to the area:

Upon development, redevelopment, or failure of existing systems within the annexation area, sewer and/or water service would be required to be extended in accordance with the City of Yelm Development Guidelines and Title 13 of the Yelm Municipal Code.

12. Does this proposal affect any other interjurisdictional agreements?

Yes No

If yes, please list these agreements:

N/A

13. Does this proposal conform to adopted county-wide planning policies on annexation?

Yes, the county-wide planning policies require cooperation on annexations in order to accomplish an orderly transfer of contiguous lands within growth areas into the adjoining cities and towns (CWPP 3.3).

The county-wide planning policies also require that the jointly adopted plan or zoning will serve as the basis for county planning decisions and as the pre-annexation comprehensive plan for the city to use when annexations are proposed (CWPP 4.3). The City of Yelm and Thurston County Joint Plan (adopted 2023) identifies the comprehensive plan designation for these properties which will be retained upon annexation.

The county-wide planning policies address the fiscal impact of annexations by stating that the jurisdictions cooperatively explore a method to mitigate the fiscal impact on county government of annexation of significant developed commercial and industrial properties (CWPP 6.2). The fiscal effects of annexation were cooperatively addressed through the City of Yelm-Thurston County Interlocal Agreement to ensure a smooth transition in the provision of services.

14. Other specific Reason(s) for Annexation:

To create more logical municipal boundaries and to provide additional housing capacity for future growth.

15. Explain how this proposal furthers the objectives of the Boundary Review Board (as applicable) (RCW 36.93.180) [attach additional pages if necessary] (Some of these items may not apply because of Growth Management Agreements.):

a. Preservation of natural neighborhoods and communities:

The annexation will incorporate an existing unincorporated island that is surrounded by Yelm city limits. Surrounding properties include existing subdivisions.

b. Use of physical boundaries, including but not limited to bodies of water, highways, and land contours:

The annexation area is bounded by Rhoton Rd, a major arterial, to the west. Canal Rd functions as the northern/eastern border.

c. Creation and preservation of logical service areas:

The annexation will create a more logical service area by annexing a sliver of land that is surrounded on three sides by City of Yelm land.

- d. Prevention of abnormally irregular boundaries: .

As mentioned above, the annexation will remove existing abnormal and irregular boundaries by eliminating an unincorporated island that is nearly entirely surrounded by City of Yelm land.

- e. Discouragement of multiple incorporations of small cities and encouragement of incorporation of cities in excess of ten thousand population in heavily populated urban areas

N/A

- f. Dissolution of inactive special purpose districts:

N/A

- g. Adjustment of impractical boundaries:

The annexation will create a more uniform edge to the city's boundaries by removing an impractical gap/cutout.

- h. Incorporation as cities or towns or annexation to cities or towns of unincorporated areas which are urban in character

The properties within the proposed annexation will develop consistently with the requirements of the zoning district that they are located. This annexation is supported by RCW 36.70A.110(7) which states, "An urban growth area designated in accordance with this section may include within its boundaries...potential annexation areas designated for specific cities..." This RCW supports the annexation of any portion of the Yelm Urban Growth Area into the City of Yelm.

- i. Protection of agricultural lands:

Consistent with the general goals of the Growth Management Act, the annexation will allow for regional population growth to be focused within the city limits of Yelm, helping to prevent urban sprawl into the outlying lands of unincorporated Thurston County. This should help preserve the unincorporated Thurston County lands for agricultural uses.

NOTE:

The Boundary Review Board can consider the following factors (RCW 36.93.170) in deciding whether a particular decision furthers the objectives stated above:

1. *Population and territory*
2. *Population density*
3. *Land area and land use*
4. *Comprehensive use plans and zoning*
5. *Per capita assessed valuation*
6. *Topography, natural boundaries and drainage basins, proximity to other populated areas*
7. *The existence of prime agricultural soils and agricultural uses*
8. *The likelihood of significant growth in the area and in adjacent incorporation and unincorporated areas during the next ten years*
9. *Location and most desirable future location of community facilities*
10. *Municipal services*
11. *Need for municipal services*
12. *Effect of ordinances, governmental codes, regulations and resolutions on existing uses*
13. *Present cost and adequacy of governmental services and controls in area*
14. *Prospects of governmental services from other sources*
15. *Probable future needs for such services and controls*
16. *Probable effect of proposal or alternative on cost and adequacy of services and controls in area and adjacent area*
17. *The effect of the finances, debt structure, and contractual obligations and rights of all affected governmental units*
18. *The effect of the proposal or alternative on adjacent areas, on mutual economic and social interests, and on the local governmental structure of the county*
19. *Decisions of the Boundary Review Board must also be consistent with the Washington State Growth Management Act RCW 36.70A.020, 36.70A.110, and 36.70A.210.*

REQUIRED ATTACHMENTS:

SUBMITTAL REQUIREMENTS

Annexation: Original + 6 copies

CD containing all documents as separated .pdf format files

Waiver:Original + 8 copies

CD containing all documents as separated .pdf format files



THURSTON COUNTY BOUNDARY REVIEW BOARD:

- I. **Notice of Intention** (the Boundary Review Board’s Notice).
- II. **Maps** (*NOTE: Must have legends/Colored maps no larger than 11 x 17 inches are encouraged in pdf format and attachments.*)

The following maps must be submitted with all notices of intention:

- A. Map of Entire City/Area. No larger than 11 x 17 inches:
 - 1. The general vicinity of the proposal.
 - 2. The area proposed for annexation, highlighted in some manner.
 - 3. The boundaries of other cities near the annexation area (highlighted if not readily discernable).
 - 4. Major streets/roads identified.
 - B. Assessor's Map showing specific parcel(s) and immediate vicinity, (reduced copy is preferable). Valuable, but not required:
 - 1. Map showing parcel numbers for the proposal and immediate vicinity
 - 2. Map showing owner names for the proposal and immediate vicinity
 - C. Physical Features. One or more maps showing the following (when available):
 - 1. Dominant physical features such as lakes, creeks, and ravines
 - 2. Flood plain boundaries (100-year)
 - 3. Railroad lines
 - 4. All public roads near the annexation/merger
 - 5. Commercial agriculture lands (when this information is available)
 - D. Service Area and Other Boundaries. Map showing the proposed annexation and its relationship to the Urban Growth Boundary.
 - E. Other Maps
 - 1. Existing joint plan zoning.
 - 2. Location of water and sewer mains within proposed annexation, if any, and those nearby (any jurisdiction).
- III. **Filing Fee.** \$50.00 check made out to “Thurston Regional Planning Council”. (*Note: the fee will not be processed until the application is determined complete*)
 - IV. **Method of Annexation** (only one will apply)
 - 1. Election Method: Complete copy of minutes of the meeting during which the City Resolution calling for annexation election is adopted or the city accepted the petition for election (certified if appropriate);

OR

2. Direct Petition Method:
 - a. Affidavit of publication of the initial public meeting notice.
 - b. Copy of minutes of the public meeting required in which the city accepts the proposed annexation.
 - c. A signed copy of the decision by the city accepting the proposed annexation. The Notice on Intent to annex needs to be filed with the Boundary Review Board within 180 days of the date when the city accepts the proposed annexation.
 - d. Affidavit of publication of the public hearing as required under RCW35A.14.130.
 - e. For non-city annexations, copies of the signed petitions for annexation with parcel numbers of the properties, which are represented by the signatures.
 - f. Copy of the Declaration of Petition Sufficiency from the Office of the Thurston County Assessor (see RCW 35.21.005(4) for non-code cities, or 35A.01.040(4) for code cities).

- V. **SEPA Determination** (does not apply to city/town annexations per RCW 43.21C.222)

| Zone 3 | | | | | | | | | | | | | | | | | |
|--------|-------------|------|--|---|-------------|-----------|-----------|-----------|--|-----------|-----------|------|------|---------|--------|---------|--|
| 3 | 22718420300 | 1.61 | MICHAEL C IVERSON REV LI\ 8835 CANAL RD SE | Section 18 Township 17 Range 2E Quarter | Mobile Home | \$275,800 | \$168,000 | \$443,800 | | 2020-3-16 | \$335,000 | | | 1116324 | 599101 | 4743205 | |
| 3 | 22718420302 | 1.43 | MORROW, SUZANNE R 8905 CANAL RD SE | Section 18 Township 17 Range 2E Quarter | Mobile Home | \$199,200 | \$166,800 | \$366,000 | | 2001-5-7 | \$39,900 | | | 1116545 | 599086 | 3354076 | |
| 3 | 22718420303 | 1.17 | MICHAEL C IVERSON REV LI\ 8917 CANAL RD SE | Section 18 Township 17 Range 2E Quarter N | Land Only | | \$140,900 | \$140,900 | | | | | | | | | |
| 3 | 22718420304 | 1.21 | SHELDON, FLOYD G & MELIS 8941 CANAL RD SE | Section 18 Township 17 Range 2E Quarte | Residential | \$580,000 | \$164,200 | \$744,200 | | 2009-4-24 | \$285,000 | 1999 | Good | 1117027 | 599017 | 4079788 | |

| Zone | Parcel Number | Acres | Owner Name | Parcel Address | Legal Description | Property Type | Building Value | Land Value | Total Value | Tax Exemption | Last Sale Date | Last Sale Price | Year Built | Residence Condition | X Coord | Y Coord | Deed Auditor File No. |
|------|---------------|-------|--------------------------------|--------------------|---|---------------|----------------|------------|-------------|-----------------|----------------|-----------------|------------|---------------------|---------|---------|-----------------------|
| 3 | 22718420400 | 1.78 | IVERSON TRUSTEE, MICHAEL | 9002 SE RHOTON RD | Section 18 Township 17 Range 2E Quarter | Residential | \$737,100 | \$171,500 | \$908,600 | | | | 2002 | Average | 1116080 | 599113 | |
| 3 | 22718430100 | 7.53 | MC CARTEN, SONJA MARIE | 8947 CANAL RD SE | Section 18 Township 17 Range 2E Quarter | Residential | \$399,400 | \$214,700 | \$614,100 | Senior/Disabled | | | 1976 | Fair | 1117111 | 598497 | |
| 3 | 22718430200 | 12.16 | SWANSON, GARY L | 9144 SE RHOTON RD | Section 18 Township 17 Range 2E Quarter | Residential | \$114,200 | \$279,300 | \$393,500 | | | | 1932 | Average | 1116376 | 598404 | |
| 3 | 22718430201 | 4.98 | MCCARTEN, WAYNE L | 9037 CANAL RD SE | Section 18 Township 17 Range 2E Quarter | Residential | \$284,500 | \$196,900 | \$481,400 | | 2003-9-16 | \$190,000 | 1991 | Good | 1117549 | 598304 | 3576102 |
| 3 | 22718430202 | 14.39 | MC CARTEN, SONJA MARIE | | 18-17-2E PT SE4 NKA LOT 3 LL-0538 3/480 | Residential | \$47,600 | \$226,600 | \$274,200 | | | | | | 1117695 | 597782 | |
| 3 | 22718430300 | 19.78 | COWLES-PORTERFIELD, RUTHERFORD | 19246 SE RHOTON RD | Section 18 Township 17 Range 2E Quarter | Residential | \$59,600 | \$289,900 | \$349,500 | | | | 1920 | Poor | 1116553 | 597803 | |
| 3* | 63520000003 | | | | | | | | | | | | | | | | |
| 3* | 64300900100 | | | | | | | | | | | | | | | | |

* = partial

| | | | | | |
|-----------------------------|--------------------|-----------------------|-----------|----------------------|--------------------|
| Total Parcel Areas = | 66.06 Acres | Parcel Count = | 12 | Total Value = | \$4,716,200 |
| Total ROW Area = | 10.30 Acres | | | | |
| Total Zone 3 Area = | 76.36 Acres | | | | |

Legal Description – Zone 3

That portion of the southeast quarter of Section 18, Township 17 North, Range 2 East of the Willamette Meridian, lying southerly of the right-of-way of the Centralia Power Canal, including the public right-of-way for SR 510 Yelm Loop and the public rights-of-way known as Canal Road and Rhoton Road, and now lying outside of the Yelm city limits, and being contiguous with the City of Yelm. Situated in the County of Thurston, State of Washington. Half of the right-of-way of Rhoton Road falls in the southwest quarter of Section 18.

Proposed Annexation



TCBRB: This NOI concerns Zone 3

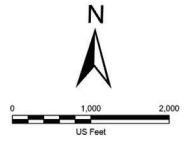
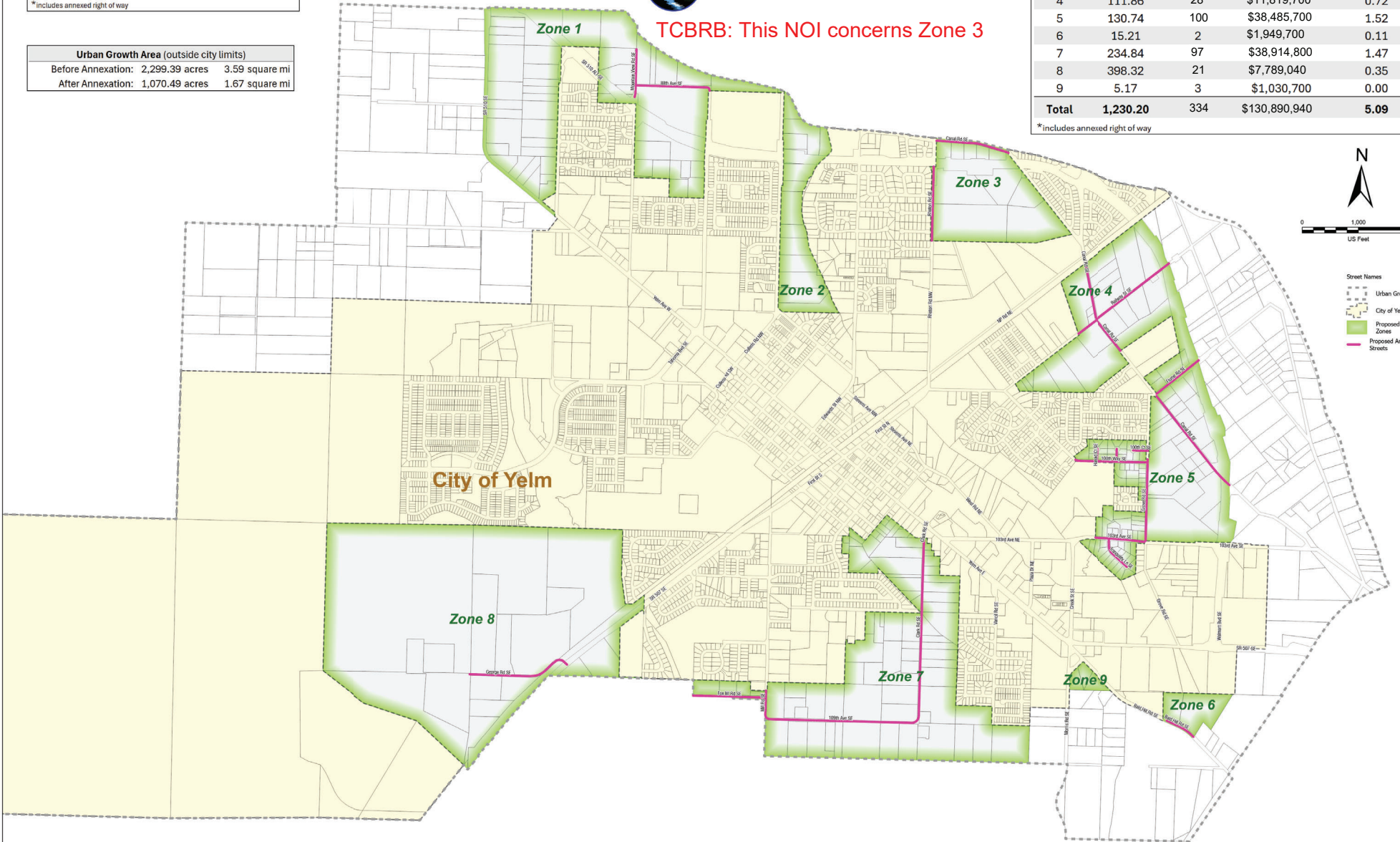
| City Limit Area | |
|--------------------------------|-------------------------------|
| Current: | 3,722.87 acres 5.82 square mi |
| Proposed annex area: | 1,224.61 acres 1.91 square mi |
| Total new area: | 4,947.48 acres 7.73 square mi |
| Increase in Area: 32.9% | |

* includes annexed right of way

| Urban Growth Area (outside city limits) | |
|---|-------------------------------|
| Before Annexation: | 2,299.39 acres 3.59 square mi |
| After Annexation: | 1,070.49 acres 1.67 square mi |

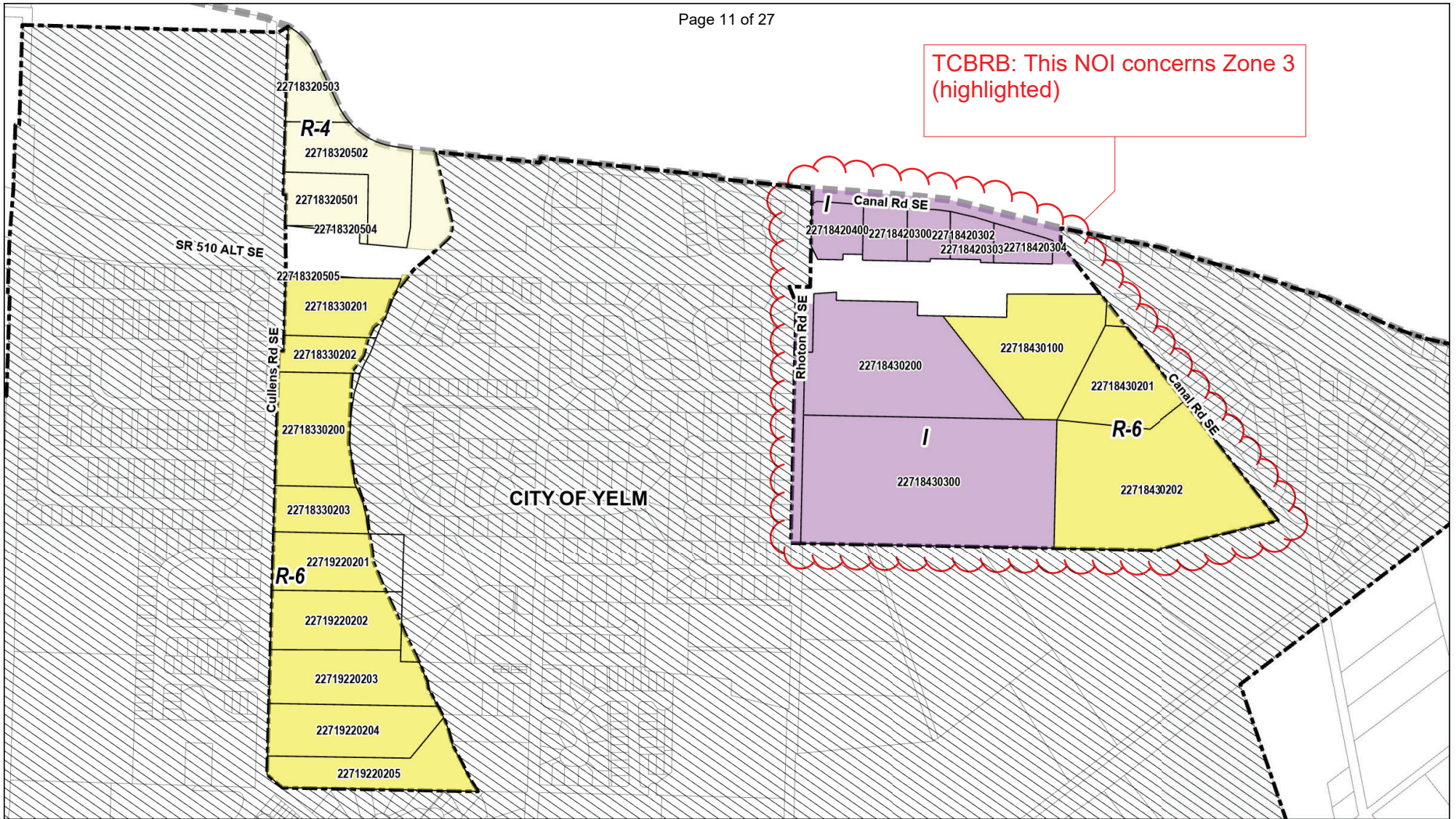
| Zone | Zone Area (acres)* | # Parcels Added | Total Assessed Value (\$) | Streets Added (c.l. miles) |
|--------------|--------------------|-----------------|---------------------------|----------------------------|
| 1 | 205.75 | 55 | \$21,805,800 | 0.42 |
| 2 | 51.94 | 16 | \$4,379,300 | 0.00 |
| 3 | 76.36 | 12 | \$4,716,200 | 0.50 |
| 4 | 111.86 | 28 | \$11,819,700 | 0.72 |
| 5 | 130.74 | 100 | \$38,485,700 | 1.52 |
| 6 | 15.21 | 2 | \$1,949,700 | 0.11 |
| 7 | 234.84 | 97 | \$38,914,800 | 1.47 |
| 8 | 398.32 | 21 | \$7,789,040 | 0.35 |
| 9 | 5.17 | 3 | \$1,030,700 | 0.00 |
| Total | 1,230.20 | 334 | \$130,890,940 | 5.09 |

* includes annexed right of way



- Street Names
- Urban Growth Area
 - City of Yelm
 - Proposed Annexation Zones
 - Proposed Annexed Streets

TCBRB: This NOI concerns Zone 3 (highlighted)



Annexation Zones 2 & 3



Physical Features Map

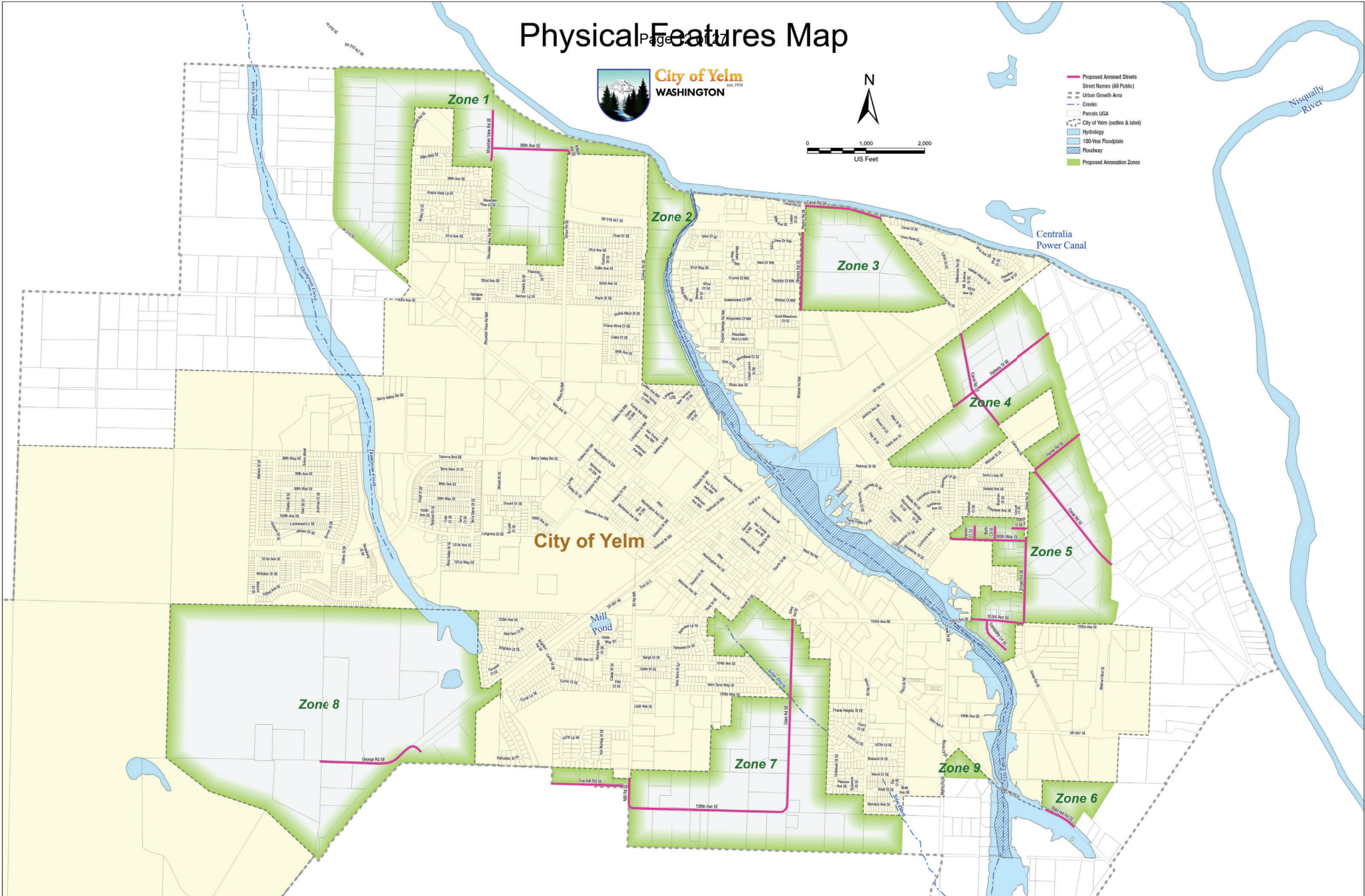


City of Yelm
WASHINGTON

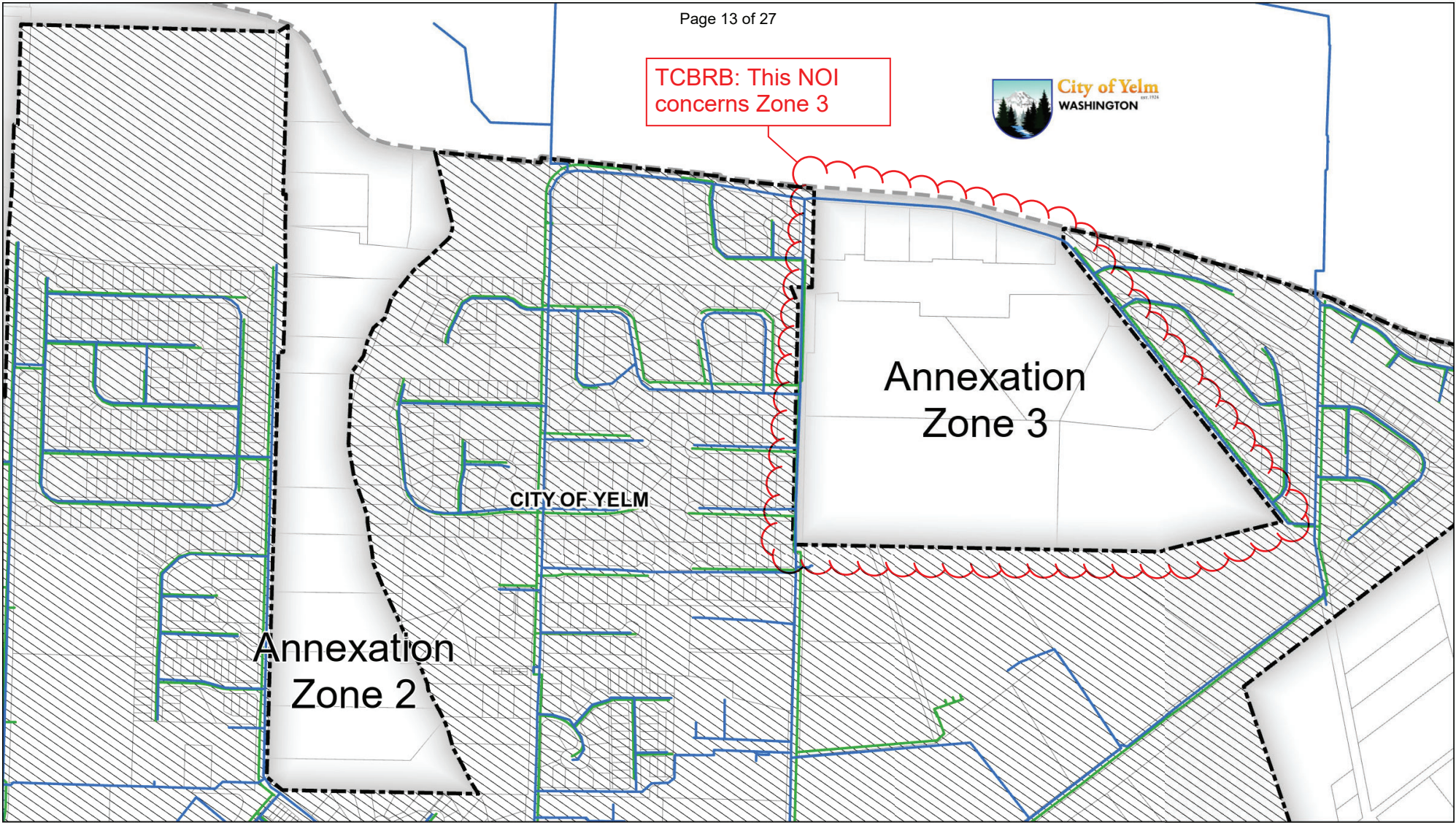


0 1,000 2,000
US Feet

- Proposed Annexed Streets
- Street Names (All Public)
- Urban Growth Area
- Creeks
- Parcels UGA
- City of Yelm (outline & label)
- Hydrology
- 100-Year Floodplain
- Floodway
- Proposed Annexation Zones



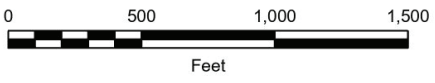
TCBRB: This NOI concerns Zone 3



Annexation Zone 2

CITY OF YELM

Annexation Zone 3



Water and Sewer Locations

City water lines in blue
City sewer lines in green



INVOICE

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Centralia, WA 98531-4321

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+1 (360) 736-3311
www.chronline.com



Bill to
City of Yelm
106 2ND ST SE
Yelm, WA 98597

Ship to
City of Yelm
106 2ND ST SE
Yelm, WA 98597

Invoice details

Invoice no.: 306284
Terms: Net 30
Invoice date: 11/12/2025
Due date: 11/30/2025

Customer No.: 100180
Ad #: 135575

| # | Date | Product or service | Description | Qty | Rate | Amount |
|----|------------|--------------------------|---|-----|----------|----------|
| 1. | 11/20/2025 | Legal Advertising | Notice of Public Hearing Runs 11/20 & 11/27 AD#135575 | 1 | \$216.42 | \$216.42 |

Total **\$216.42**

Ways to pay



Overdue 11/30/2025

Note to customer

Notice of Public Hearing
Runs 11/20 & 11/27
AD#135575

[View and pay](#)

Notice of Public Hearing

Subject: Annexation of Unincorporated Areas into the City of Yelm

Jurisdictions involved:
Yelm and Thurston County

Date: December 9, 2025

Time: 6 p.m.

Location: 106 2nd St. SE
Yelm, WA 98597

The City of Yelm will hold a public hearing to either approve or deny a proposed interlocal agreement to establish the roles and responsibilities of Thurston County and the City of Yelm if the City moves forward with the annexation of approximately 1,200 acres of unincorporated Thurston County into the City of Yelm. This process is in accordance with Chapter 39.34 RCW and relevant provisions of the Growth Management Act (RCW 36.70A).

The public hearing provides an opportunity for community members and stakeholders to learn about the proposed annexation, ask questions, and provide input prior to the adoption of the annexation ordinance.

**For more information,
please contact:**

Gary Cooper, Building &
Planning Manager
360.458.8408
GaryC@yelmwa.gov

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF YELM AND THURSTON COUNTY, RELATED TO THE ANNEXATION OF AN
UNINCORPORATED AREAS SURROUNDING JURISDICTION OF THE CITY OF YELM**

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into pursuant to the authority of Chapter 39.34 RCW in duplicate originals between the City of Yelm, a State of Washington municipal corporation ("City") and Thurston County, a political subdivision of the State of Washington ("County"); collectively referred to as "Jurisdictions" and individually as "Jurisdiction."

In consideration of the terms, conditions, covenants, and performances contained herein, it is mutually agreed by the Jurisdictions as follows:

WHEREAS, the County designated an Urban Growth Area for the City as required by the Growth Management Act (GMA) and codified as RCW 36.70A; and

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

WHEREAS, the City is a non-charter code city incorporated under the Optional Municipal Code, codified as RCW 35A. and has authority under RCW 35A.14 to annex property within its urban growth area; and

WHEREAS, the City desires to annex the designated Yelm Annexation Area (hereinafter referred to as "YAA") into the City utilizing the annexation method provided in RCW 35A.14.460. The YAA is depicted for illustration purposes on Exhibit A attached hereto; and

WHEREAS, RCW 35A.14.460 allows the City of Yelm and Thurston County to enter into an Interlocal Agreement to annex the City's affiliated YAA when at least sixty percent (60%) of the boundary of the area to be annexed are contiguous to the corporate boundary of the City and the area is within the City's YAA; and

WHEREAS, **WHEREAS**, the City Council passed Resolution 660 on July 8, 2025, directing City staff to negotiate an Interlocal Agreement with Thurston County to annex the YAA subject to this Agreement as required by RCW 35A.14.460(1); and

WHEREAS, annexation of the YAA subject to this Agreement is exempt from compliance with the requirements of the State Environmental Policy Act pursuant to RCW 43.21C.222; and

WHEREAS, the Annexation ordinances provided for in RCW 35A.14.460 are subject to potential referendum within forty-five (45) days after adoption; and

WHEREAS, after the expiration of the forty-fifth day from, but excluding the date of adoption of the annexation ordinance, if no timely and sufficient referendum petition has been filed, the area annexed shall become a part of the City of Yelm; and

WHEREAS, the City will publish notice of the proposed effective date of the annexation (“Annexation Date”), together with a description of the property to be annexed as required by RCW 35A.14.460(4); and

WHEREAS, the Thurston County Board of County Commissioners held a public hearing pursuant to RCW 35A.14.460(3) on December 17, 2025; and

WHEREAS, the Yelm City Council held a public hearing pursuant to RCW 35A.14.460(3) on January 13, 2026 and

WHEREAS, the Yelm City Council found that the proposed annexation is consistent with the City of Yelm’s Comprehensive Plan; and

NOW, THEREFORE, it is hereby agreed as follows:

1. Area to be Annexed.

The Jurisdictions agree that the City shall annex the unincorporated areas contiguous to the city borders as depicted on Exhibit A (Annexation Map) attached to and incorporated into this agreement in one annexation process. The Jurisdiction agree that the boundaries of the annexation area shall be as described and depicted in the attached Exhibit B (Annexation Legal Description). The boundaries of the areas referred to as the “Yelm Annexation Area” is described and depicted on the attached Exhibits.

2. Compliance with Previous Interlocal Agreements.

The City and County entered into an Interlocal Agreement on January 29, 1990 to establish the orderly transition of services and financial impacts following an annexation. This Interlocal Agreement addresses several areas, including land use review, permit processing, records transfer, revenue sharing, capital projects reimbursement, etc. Section 5 of the January 29, 1990 Interlocal Agreement does not apply to this annexation. Yelm will not reimburse Thurston County for any capital projects located within this annexation area that were constructed within the past 10 years.

The City and County entered into an Interlocal Agreement on December 17, 2013 to make the most efficient use of their resources by enabling them to cooperate by furnishing each other with labor, equipment, and materials when available on a reimbursable basis for roadway maintenance activities.

The City and County entered into an Interlocal Agreement on August 18, 2021 for Thurston County Solid Waste Management, Solid Waste Management Plan, and Hazardous Waste Plan Updates.

The City and County entered into an Interlocal Agreement on November 26, 2024 for County to provide Anit-Icing Materials for road operations.

The Interlocal Agreements will remain in effect except as otherwise modified by this agreement and are attached to and incorporated into this Agreement.

3. Public Works Projects.

The County will provide the City a list and project descriptions for any ongoing or pending public works projects within the proposed annexation area.

4. Stormwater Fees and Maintenance.

The County will retain any stormwater utility funding collected within the annexation area for services in 2025 and agrees to continue to provide services to the annexation area as required under its Municipal Stormwater Permit until December 31, 2025. The City of Yelm will begin invoicing parcels within this annexation area for storm and surface water utility charges as outlined in Chapter 13.70 in the Yelm Municipal Code beginning January 1, 2026.

5. Records.

Thurston County will provide the City of Yelm records on all property or easements owned by Thurston County in the annexation area. This may include parcels owned for stormwater facilities and stormwater easements.

Thurston County will provide the City of Yelm with all records related to infrastructure such as plans, design calculations, design drawings, as-builts for culverts, bridges, roads, guardrail/barrier, traffic volume counts, the ball-bank indicator speed analysis, street sign inventory, pavement condition summary, plus stormwater reports and engineering submittals from developments located within the annexation area.

6. Open Permits.

The County will compile and transfer to the City a list of ongoing permits within the proposed annexation area, including but not limited to land use and building permits. Upon the effective date of annexation, the City is responsible for processing and deciding all pending applications through review under applicable County regulations and code. This section shall survive the completion or expiration of this agreement or termination whether termination is by one or all jurisdictions.

7. Unexpended SEPA Mitigation Fees.

The County will compile a list of projects within the proposed annexation area with unspent SEPA mitigation fees. Upon annexation, such fees shall be transferred to the City, except for fees collected for other agencies and school districts. The City shall assume the responsibility for expending these fees to complete the mitigation appropriate to the project for which they were collected. This shall not apply to other agency or school fees.

8. Development Bonds.

The County will identify any development bonds, maintenance bonds, payment and performance bonds, landscape bonds, that are active within the proposed annexation area. Upon annexation, any existing development bonds will be transferred to the City for administration in accordance with the terms of the bond.

9. Public Outreach.

Pursuant to RCW 35A.14.460, the City and County shall each hold separate public hearings on the proposed annexation agreement. The City hearing is scheduled for January 27, 2026 and the County hearing is scheduled for December 16, 2025. Each legislative body shall provide legal notice by publication at least once a week for two consecutive weeks in one or more newspapers of general circulation within the City and the territory proposed for annexation. The City and County separately issued notices that were published in the Nisqually Valley News on December 25, 2025 and January 1, 2026 and November 20, 2025 and November 27, 2025. Each notice shall include a description of the annexation area and the date, time, and location of the hearing. The County shall attend the City hearing in a supporting role.

10. Effective Date of Annexation.

The jurisdictions mutually agree that the effective date of the annexation, as described and agreed to in this agreement, shall be the date of the City's adoption of its annexation ordinance.

11. Term.

The term of this Agreement shall be effective upon the Effective Date until such time as all provisions of the agreement are met or the agreement is terminated under Section 15 of this agreement.

12. Indemnification and Hold Harmless.

- A. To the extent permitted by law, each Jurisdiction agrees to indemnify, defend, and hold harmless the other Jurisdiction, their officers, officials, employees, agents, and volunteers from and against any and all claims, demands, damages, losses, actions, liabilities, expenses, and judgments of any nature whatsoever, including without limitation, court and appeal costs and attorneys' fees, to or by any and all persons or entities, including without limitation, their respective agents, licensees, or representatives, caused by or arising out of any negligent act, errors, or omissions, of that Jurisdiction, its employees, agents, or volunteers or arising out of, in connection with, or incident to that Jurisdiction's performance or failure to perform any aspect of this Agreement.
- B. The Jurisdictions waive their immunity under the Washington State Industrial Insurance Act, Title 51 RCW, to the extent required by this indemnification and hold harmless provision. Provided, however, the foregoing waiver shall not in any way preclude a Jurisdiction from raising such immunity as a defense against any claim brought against a Jurisdiction by any of the Jurisdiction's respective employees. This waiver has been mutually negotiated by the Jurisdictions.
- C. The provisions of this section shall survive the completion or expiration of this Agreement or termination whether termination is by one or all Jurisdictions.
- D. The Jurisdictions agree to support each other in pursuing these purposes and responsibilities and operate in good faith and partnership in carrying them out. Risk and accountability shall be shared to the extent possible by the Jurisdictions.

13. Amendments.

This Agreement may be amended as needed by mutual written agreement of the Jurisdictions as executed by each Jurisdiction's authorized governing authority as provided in Chapter 39.34 RCW.

14. Termination.

This Agreement may only be terminated prior to annexation of the area to be annexed described in Section 1 of this agreement when the terminating Jurisdiction provides written notice to the other Jurisdiction at least 90 days prior to its intended withdrawal from this Agreement. Following a termination, the Jurisdictions are mutually responsible for fulfilling any outstanding obligations under this Agreement incurred prior to the effective date of the amendment or termination.

15. Dispute Resolution.

The Jurisdictions mutually agree to use a formal 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 the Jurisdictions. Each Jurisdiction would be responsible for the costs of their own legal representation. The jurisdictions must first seek a remedy under this section in good faith prior to any legal action in court to enforce the terms of this Agreement.

16. Jurisdiction Representative.

The following are designated as representatives of the respective Jurisdictions. Notice provided for in this Agreement shall be sent to the designated representatives by certified mail to the addresses set forth below. Notice will be deemed received three business days following posting by the U.S. Postmaster.

City of Yelm, c/o City Administrator, 106 Second St. SE, Yelm, WA 98503

Thurston County, c/o County Manager, 3000 Pacific Ave SE, Olympia, WA 98501

17. Governing Law and Venue.

This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by the Jurisdictions hereto that this Agreement shall be governed by the laws of the State of Washington both as to its interpretation and performance. Any action of lawsuit in equity, or judicial proceeding arising out of this Agreement shall be instituted and maintained only in a court of competent jurisdiction in Thurston County, Washington or in the superior court of either of the two nearest judicial districts pursuant to RCW 36.01.050.

18. 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.

19. Entire Agreement.

The Jurisdictions agree that this Agreement is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Agreement are specifically excluded.

20. Non-Waiver of Rights.

The Jurisdictions agree that failure to declare any breach or default immediately upon the occurrence thereof, delay in taking any action in connection with, or the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

21. Equal Opportunity to Draft.

The Jurisdictions have participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any Jurisdiction upon a claim that that Jurisdiction drafted the ambiguous language.


IN WITNESS WHEREOF, the Jurisdictions hereto have caused this Agreement to be executed by the dates and signature herein under affixed. The persons signing this Agreement on behalf of the Jurisdictions represent that each has authority to execute this Agreement on behalf of the Jurisdiction entering into this Agreement.

Thurston County

City of Yelm



Leonard Hernandez, County Manager



Joe DePinto, City of Yelm Mayor

December 16, 2025
Date

2-3-26
Date

Approved as to form:
Travis Burns, Deputy Prosecuting Attorney

Approved as to form:
Brent Dille, City Attorney

By: 

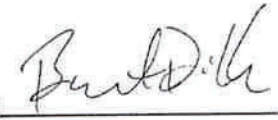
By: 

Exhibit A

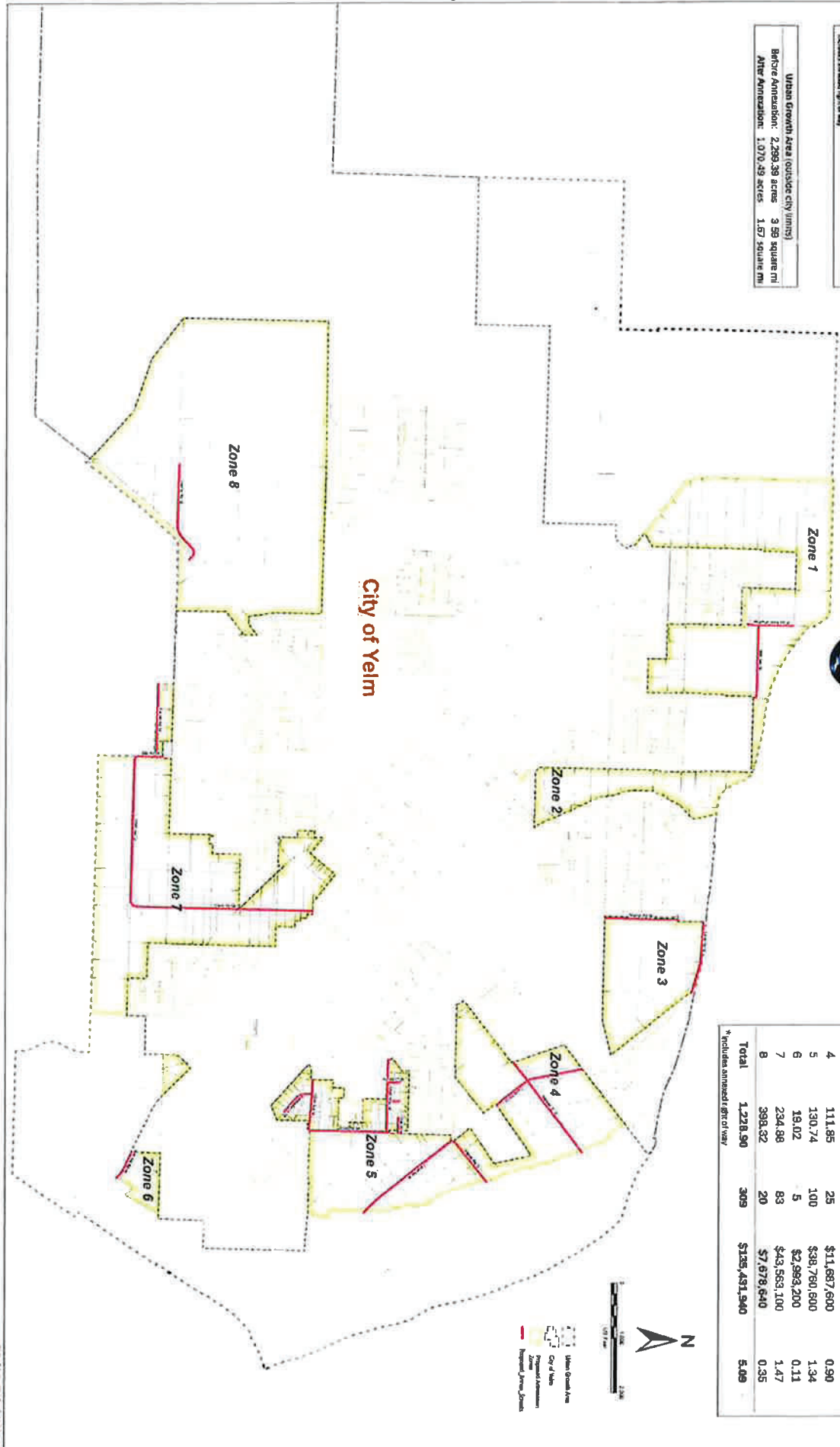
Proposed Annexation



| City Limit Area | |
|----------------------|-------------------------------|
| Current: | 3,723.42 acres 5.82 square mi |
| Proposed annex area: | 1,228.90 acres 1.92 square mi |
| Total new area: | 4,952.32 acres 7.74 square mi |
| Increase in Area: | 33.6% |

*Includes unannexed right of way

| Urban Growth Area (outside city limits) | |
|---|-------------------------------|
| Before Annexation: | 2,299.39 acres 3.59 square mi |
| After Annexation: | 1,070.49 acres 1.57 square mi |



| Zone | Zone Area (acres)* | #Parcels Added | Total Assessed Value (\$) | Streets Added (c.L. miles) |
|--------------|--------------------|----------------|---------------------------|----------------------------|
| 1 | 205.75 | 52 | \$21,670,700 | 0.42 |
| 2 | 51.98 | 14 | \$4,572,800 | 0.00 |
| 3 | 76.36 | 10 | \$4,705,300 | 0.50 |
| 4 | 111.95 | 25 | \$11,687,600 | 0.90 |
| 5 | 130.74 | 100 | \$38,760,600 | 1.34 |
| 6 | 18.02 | 5 | \$2,992,200 | 0.11 |
| 7 | 234.98 | 83 | \$43,563,100 | 1.47 |
| 8 | 398.32 | 20 | \$7,678,540 | 0.35 |
| Total | 1,228.90 | 309 | \$126,481,940 | 5.09 |

* Includes unannexed right of way



City of Yelm
EST. 1924
WASHINGTON

Meeting Date: January 13, 2026

CITY COUNCIL AGENDA ITEM SUMMARY

City of Yelm, Washington

AGENDA ITEM: **APPROVAL OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF YELM AND THURSTON COUNTY, ESTABLISHING ROLES AND RESPONSIBILITIES FOR A PENDING ANNEXATION.**

COMMITTEE REVIEW: **YES** **NO**

COMMITTEE: Public Services – November 25, 2026

ATTORNEY REVIEW/APPROVAL: **YES** **NO** **N/A**

ACTION REQUESTED

Council approval of the Interlocal Agreement

KEY FACTS AND INFORMATION SUMMARY:

This Interlocal Agreement (ILA) would establish the City’s and County’s roles and responsibilities for a proposed annexation that will be brought to the Council at a later date. Examples include transfer of property records, transfer of maintenance and billing for stormwater facilities, etc.

ATTACHMENTS:

- Interlocal Agreement

Respectfully Submitted:

Gary Cooper
Planning & Building Manager



City of Yelm

EST. 1924

WASHINGTON

CITY COUNCIL MEETING MINUTES VIRTUAL AND IN PERSON TUESDAY, January 13, 2026

- Call to Order:** Mayor Joe DePinto called the meeting to order at 6:00 PM.
- Roll Call:** Tracey Wood, Joseph Richardson, Griselda Arias, Stephanie Kangiser, Brian Hess, David Johnstone, Terry Kaminski, and Mayor Joe DePinto.
- Staff Present:** City Administrator Todd Stancil, City Clerk Kathy Linnemeyer, HR Director Karen Bennett, Projects & Grants Manager Elizabeth Jones, Public Services Director Cody Colt, and Finance Director Stephanie Nanavich.
- APPROVAL OF THE AGENDA:** **Motion by Griselda Arias** to amend the agenda to add a Mayoral Proclamation recognizing Korean American Day as January 13, 2026.
Seconded by David Johnstone
Motion carried 7-0
Motion by Terry Kaminski to approve the agenda as amended.
Seconded by Stephanie Kangiser.
Motion carried 7-0
- SPECIAL PRESENTATIONS:** Mayor DePinto announced Michelle Christin as the 2025 Employee of the Year and presented her with a plaque. Finance Director Stephanie Nanavich summarized the reasons for Ms. Christin's selection.
- Mayor DePinto read a mayoral proclamation into the record proclaiming January 13, 2025, as Korean American Day.
- PUBLIC COMMENT:** Lois Allen expressed concerns about water rights and spoke in opposition to the annexation of Zone 8. Alan McKenzie, Margaret Macleod, and Elizabeth Burton-Crow spoke in opposition to the annexations of Zone 8.
- CONSENT AGENDA:** a) November 25, 2025, Regular Meeting Minutes
b) December 2, 2025, Study Session Minutes
c) December 9, 2025, Regular Meeting Minutes

d) November 2025 Check Register and Financial Summary
Motion by Brian Hess to approve the consent agenda.
Seconded by Terry Kaminski
Motion carried 7-0

NEW BUSINESS:

Resolution No. 665 – Amending Personnel Policy
Motion by Joseph Richardson to approve Resolution No. 665 adopting the updated 2026 Personnel Policy for the City of Yelm.
Seconded by Griselda Arias
Motion carried 7-0.

Acceptance of TIB grant award and authorization to execute agreement – Rhoton Road NW Reconstruction Project

Motion by Joseph Richardson to approve acceptance of the Washington State Transportation Improvement Board (TIB) grant award for Rhoton Road NW Reconstruction Project in the amount of up to \$3,179,750 and to authorize Mayor DePinto to execute the TIB Grant Agreement.
Seconded by Terry Kaminski
Motion carried 7-0.

Public Hearing – Interlocal Agreement between the City of Yelm and Thurston County, related to annexation of unincorporated areas surrounding jurisdiction of the City of Yelm

Planning and Building Manager Gary Cooper stated that this item was previously presented at the December meeting and is being brought forward again because the public hearing was not listed on the agenda. He then provided a summary of the Interlocal Agreement. Mayor DePinto opened the Public Hearing at 6:33. Hearing no public comment, Mayor DePinto closed the Public Hearing at 6:34.

Motion by Joseph Richardson to approve the interlocal agreement between the City of Yelm and Thurston County, establishing the roles and responsibilities for each jurisdiction following a pending annexation.
Seconded by Griselda Arias
Motion carried 7-0.

Mayor Pro-Tem Selection

Mayor DePinto explained the process for selecting the Mayor Pro-Tem. He stated that nominations would be taken, after which each nominee would be provided with an opportunity to make a statement. The Council would then vote on the nominees in the order in which they were nominated.

Joseph Richardson nominated David Johnstone to serve as Mayor Pro-Tem.

Brian Hess nominated Stephanie Kangiser to serve as Mayor Pro-Tem.
Terry Kaminski nominated Terry Kaminski to serve as Mayor Pro-Tem.

Mayor DePinto called for the vote for **Brian Hess** to serve as Mayor Pro-Tem. The nomination failed with a roll call vote 3-4
Mayor DePinto called for the vote for **Stephanie Kangiser** to serve as Mayor Pro-Tem. The nomination passed with a roll call vote 5-2.

STANDING COUNCIL COMMITTEE REPORTS:

Public Safety Committee – Councilmember Hess gave a report of the Public Safety Committee meeting.

MAYOR/CITY ADMINISTRATOR/STAFF REPORTS:

City Administrator – Gave department updates.

Mayor Report – Mayor DePinto announced the City Council committee appointments. He also encouraged Councilmembers to attend the Association of Washington Cities (AWC) Annual Conference in June and advised that he would be delivering a State of the City address at an upcoming Thurston County Chamber meeting.


COUNCILMEMBER REPORTS:

Councilmember Wood – Attended the TCOMM 911 meeting.

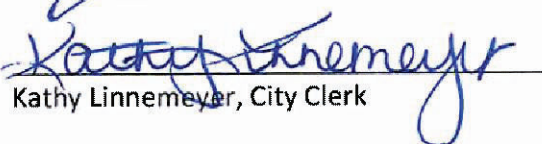
Councilmember Kangiser – Attended the Public Safety Committee meeting, SE Thurston Fire Authority meeting and the Chamber Forum.

Councilmember Hess – Attended the Intercity Transit Authority meeting.

ADJOURNMENT: **Motion by Joseph Richardson** to adjourn the meeting at 6:59 PM.
 Seconded by Stephanie Kangiser
 Motion carried 6-1



Joe DePinto, Mayor



Kathy Linnemeyer, City Clerk