



Lacey City Council and Thurston County Board of County Commissioners Joint Meeting Agenda

Refer to the bottom of the agenda for meeting information.

Tuesday, October 1, 2024

6:00 PM

Council Chambers and Online

1. Call to Order

2. Roll Call

3. Approval of Agenda and Consent Agenda Items

4. Public Comment

Refer to the bottom of the agenda for instructions on how to provide public comment.

5. Agenda Items

A. Welcome and Introductions

Andy Ryder, Mayor, City of Lacey

Tye Menser, Chair, Board of County Commissioners

B. Reception of Minsk Mazowiecki Poland Sister City Delegation

Dr. Mike Beehler

Paul Perz

C. Public Hearing: Draham Road - Cuoio Park Island Annexation

Ryan Andrews, Planning Manager, City of Lacey

Andrew Boughman, Interim Operations Manager, Thurston County

D. Council-Commissioner Updates

Mayor Ryder

6. Adjourn

Attendance and Public Comment

Attend Remote or In-Person

The public may attend the meeting in-person, or you may view or listen to the meeting using one of the following platforms:

In-Person Council Chambers at Lacey City Hall
420 College Street SE, Lacey, WA 98503

Zoom: https://us02web.zoom.us/webinar/register/WN_SmZhSNfpQJyv7Q8A2wmcEg

Website: <https://cityoflacey.org/government/public-meetings/>

Facebook: <https://www.facebook.com/cityoflacey>

YouTube: <https://www.youtube.com/watch?v=nEIRGxFQmXg>

Cable: Channel 77 with your local cable provider

Phone: (888) 788-0099 or (877) 853-5247 (Webinar ID 821 2145 3237)

Verbal Public Comment

Each speaker is limited to three minutes. Comments are welcome on matters connected to City business or specific agenda items.

Prior to starting your comments, please provide your:

- a. Name
- b. City of residence or connection to the City
- c. Topic or subject matter of your comments

Those wishing to provide verbal public comment may do so in-person or by Zoom:

In-Person: Use the sign-up sheet located in the Council Chambers.

Zoom: Preregister using the following Zoom link no later than two hours prior to the meeting:
https://us02web.zoom.us/webinar/register/WN_SmZhSNfpQJyv7Q8A2wmcEg

Instructions and access details will be provided once registration is complete.

Written Public Comment

Public comments may also be submitted by email to PublicComment@cityoflacey.org. The commenting period will close two hours before the meeting time. Written comments will be provided to the City Council electronically prior to the meeting. Comments will not be addressed during the Council meeting; however, comments received will be added to the official record.





LACEY CITY COUNCIL WORKSESSION

October 1, 2024

SUBJECT: Draham Road and Cuoio Park North Island Annexations
Public Hearing

RECOMMENDATION: The Lacey City Council and Thurston County Board of Commissioners will conduct a joint public hearing on the Draham Road and Cuoio Park North Island Annexations. At the Council (or Board of County Commissioners) option, each may move to approve the interlocal agreement under separate actions by each elective body. Or, defer the decision to a future public meeting.

STAFF CONTACT: Rick Walk, City Manager *RW*
Vanessa Dolbee, Community & Economic Development Director
Ryan Andrews, Planning Manager *RA*

ORIGINATED BY: Community & Economic Development

ATTACHMENTS:

1. Maps
2. Draft Interlocal Agreement
3. Exhibits A & B (Maps and Legal Description)
4. Annexation Timeline
5. Letter from Rick Walk, January 18, 2024

FISCAL NOTE: It is expected that the expenditures to serve the annexed areas will exceed the revenue generated.

WORK PLAN GOAL AND STRATEGY: Coordinated and Collaborative Planning - (A)(8)

PRIOR REVIEW: July 23, 2024: City Council Work Session

The Interlocal Agreement method of annexation (RCW 35A.14.460) requires a public hearing held either separately or jointly by the City and the County. The purpose of this meeting is to hold a joint public hearing to take testimony on the proposed annexation. After the public hearing, both the Lacey City Council and Thurston County Board of Commissioners would approve the final interlocal agreement which could occur at this meeting or a future meeting. If the interlocal agreement is approved at this meeting, it

would need to be approved separately by each elective body. After execution of the interlocal agreement, the Lacey City Council would then consider adopting the final ordinance approving the annexation at a future meeting.

Background:

On March 5 and June 4, 2024, the City Council adopted ordinances which approved the Draham Road and Cuoio Park North Annexations. Both annexations created islands of unincorporated property. Islands are generally defined as areas surrounded on all or most sides by existing incorporated areas. Under RCW 35A.14.460, a code city may initiate an annexation process for unincorporated islands through an interlocal agreement as provided in RCW 39.34 between the city and the county. The territory for annexation is required to be located within an urban growth area and at least 60 percent of the boundaries for the annexation area be contiguous to the city limits. The islands addressed within the draft interlocal agreement, attachment 2, meet these criteria.

The Thurston County Board of Commissioners reviewed the Draham Road annexation during the review period for the Boundary Review Board (BRB) for Thurston County. At that point, the Thurston County Board of Commissioners did not request that the BRB assert jurisdiction over the annexation provided that the City of Lacey annex the remaining island after completion of the Draham Road Annexation. Attachment 5 is a letter from the Lacey City Manager committing to entering conversations to annex the unincorporated island created by the Draham Road annexation through an interlocal agreement. The Board of Commissioners did not review the Cuoio Park annexation as it was completed under the Municipal Purposes procedures in RCW 35A.14.220.

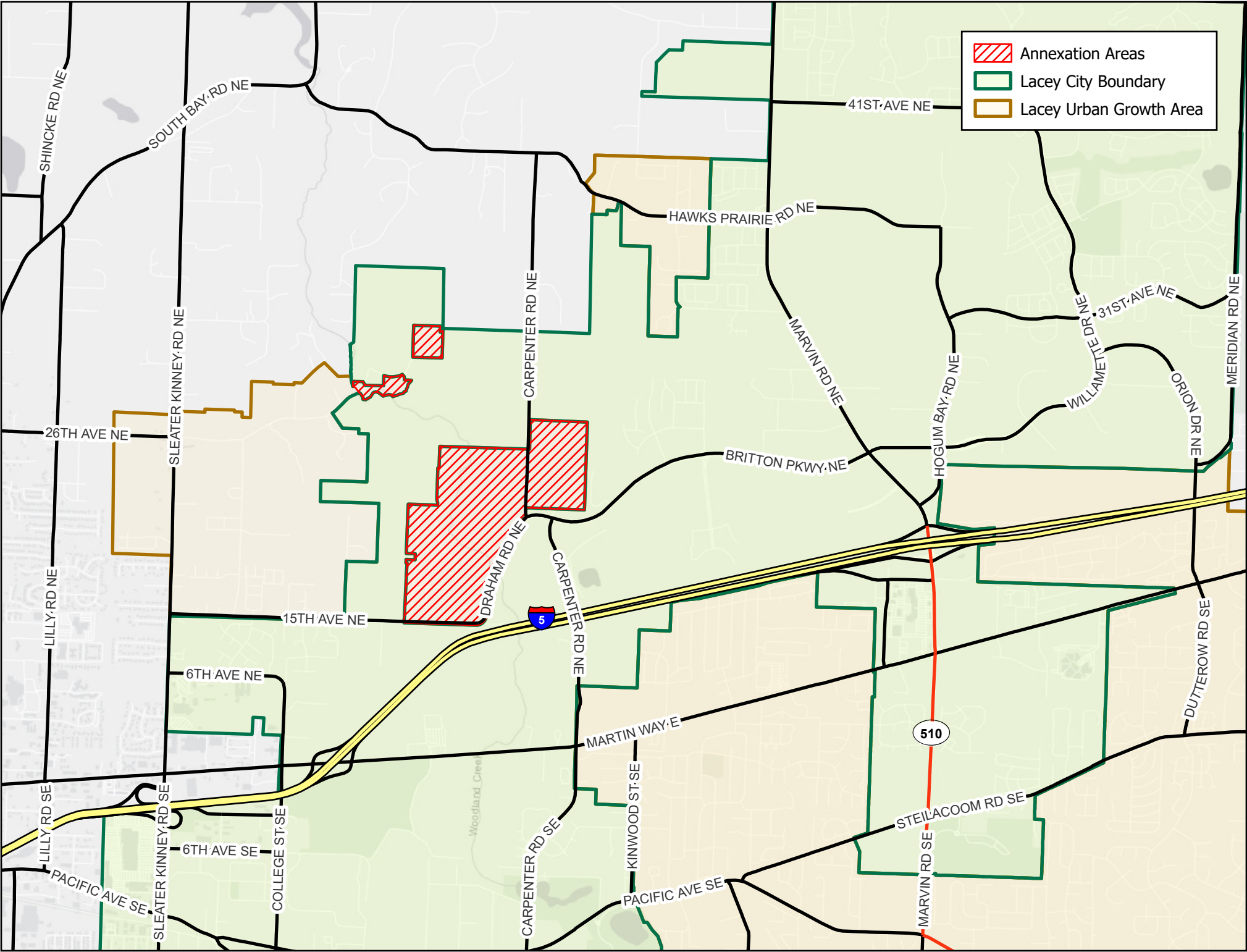
There are three separate islands associated with the interlocal agreement. The first is the island created with approval of the Draham Road Annexation. This area contains approximately 253 acres and runs north of 15th Avenue NE/Draham Road NE from the eastern boundary of the Draham Road annexation area east past Carpenter Road. This area contains the Woodland Creek Estates subdivision and a number of larger lots that are not connected to city utilities. The other two islands were created with the Cuoio Park annexation and total approximately 19 acres. The properties are larger residential lots and are not connected to city utilities. The total estimated population associated with these islands is 400 residents.

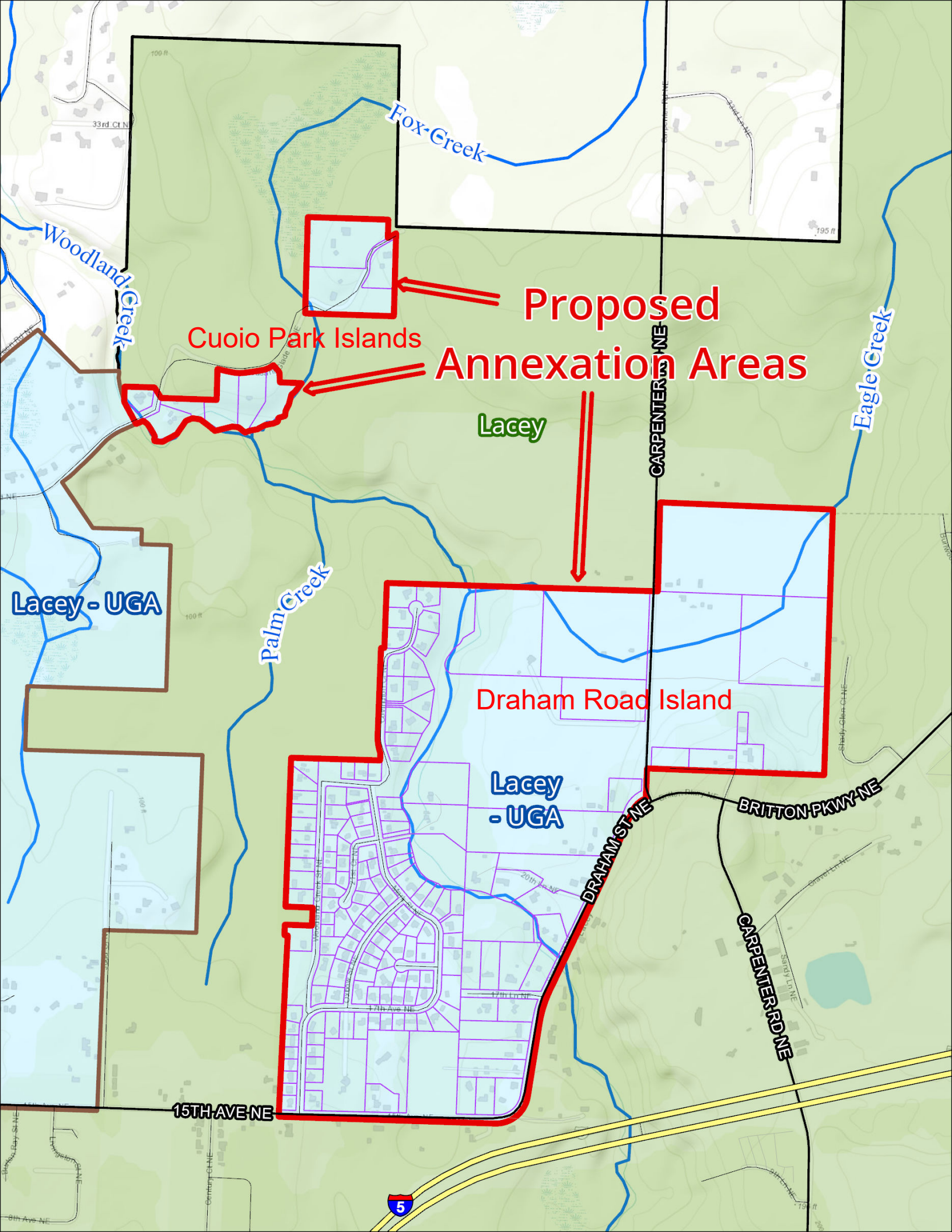
Lacey staff has coordinated with Thurston County staff on the development of a draft interlocal agreement to incorporate these islands. The draft interlocal agreement addresses previous interlocal agreements specific to the area. Particular attention is given to the extension of sewer service to Woodland Creek Estates. Thurston County was issued a loan to complete the project which has not yet been paid off. The draft ILA specifies that ownership of the sewer project will not transfer to the City until the loan is paid off by Thurston County. The interlocal agreement also generally addresses transfer of records, open permits, timing of transition of stormwater fees, and the transfer of unspent SEPA transportation mitigation fees.

The City Council has reviewed the draft interlocal agreement at a meeting on July 23, 2024. Concurrently with the review by the City Council, the Thurston County Board of Commissioners completed their review. After those initial reviews, the next step in the process was to begin notification to fire protection and other special purpose districts providing service in the proposed areas for annexation. According to RCW 52.08.025, any future annexations into a city that has annexed into a fire district shall also be annexed into that fire district. Since Lacey annexed into Fire District 3 several years ago, any future annexations not currently within Fire District 3 (including 12 parcels within this annexation area primarily located within the Cuoio Park island) are also annexed into Fire District 3. Staff has been in contact with both chiefs from Fire Districts 3 and 8 and are generally supportive of the parcels being annexed into Fire District 3.

Public outreach has occurred which provided notice to the residents in the area regarding the proposed annexations which culminated in a public open house conducted September 19th. Notice of the open house was mailed to all property owners in the proposed annexation areas as well as put on the City's website: <https://cityoflacey.org/annexation/>. The notice for the open house also included a frequently asked questions (FAQ) document that outlined the tax, service, and other potential impacts of the annexation. The open house was conducted through Zoom with an option to attend in person at Lacey City Hall. 18 people attended on Zoom and two residents attended in person. The open house is available as a video under the City's YouTube page. Concerns raised included address changes, zoning changes, and recreational fires.

NEXT STEP: The City Council and Board of County Commissioners will conduct a joint public hearing to take testimony on the proposed annexation. At the Council (or Board of County Commissioners) option, each may move to approve the interlocal agreement as drafted. Staff is recommending adoption of the ILA.





Proposed Annexation Areas

Cuoio Park Islands

Lacey

Draham Road Island

Lacey - UGA

15TH AVE NE

5

CARPENTER RD NE

DRAHAM ST NE

BRITTON PKWY NE

CARPENTER RD NE

Eagle-Creek

Fox-Creek

Woodland-Creek

Palm-Creek

Lacey - UGA

Greg J Cuoio
Community Park

Proposed
Annexation Areas

Pleasant Glade
Community Park

Palm Creek
Headwaters

Greenbelt

15TH AVE NE

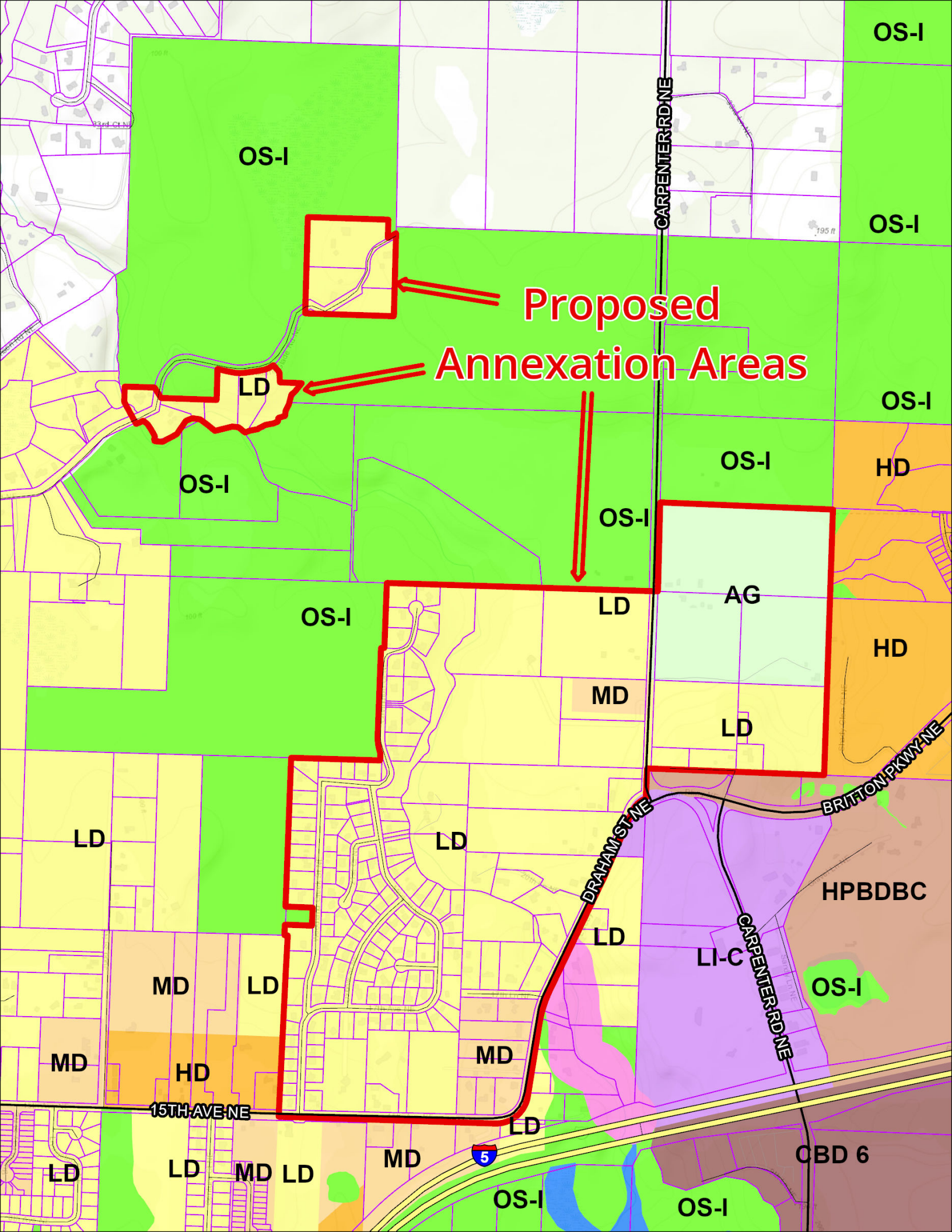
DRAHAM ST NE

CARPENTER RD NE

BRITTON PKWY NE

CARPENTER RD NE

5



**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF LACEY AND THURSTON COUNTY, RELATED TO THE ANNEXATION OF
UNINCORPORATED COUNTY ISLANDS LOCATED WITHIN THE SURROUNDING
JURISDICTION OF THE CITY**

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into pursuant to the authority of Chapter 39.34 RCW in duplicate originals between the City of Lacey, 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, annexations are routinely applied for and put forth by the City; and

WHEREAS, County islands are those unincorporated County areas that are significantly bounded or surrounded by the City; and

WHEREAS, provision of services by the County to islands that are surrounded by the City results in an inefficient use of City and County resources; and

WHEREAS, there are currently two unincorporated County islands located within the boundaries of the City; and

WHEREAS, the annexation of these two County islands will provide greater efficiency of services; and

WHEREAS, the proposed annexations represent a logical extension of the corporate limits of the City of Lacey into its established Urban Growth Area; and

WHEREAS, the Jurisdictions want to facilitate an orderly transition of services associated with the islands proposed to be annexed, including, but not limited to emergency services, public works, and permit processing; and

WHEREAS, the City and County want to ensure a seamless transition of review of permit applications that were initiated in the County, but then transferred to the City upon annexation; and

WHEREAS, RCW 35A.14.296 authorizes any code city to annex unincorporated areas pursuant to a jointly approved interlocal agreement with the county; and

WHEREAS, the legislative findings in RCW 35A.14.296 state, "The legislature finds that city annexations of unincorporated areas within urban growth areas will be more efficient and effective if the county and city develop a jointly approved interlocal agreement so as not to create illogical boundaries or islands of unincorporated territory"; and

WHEREAS, RCW 35A.14.296 requires that any affected adjacent jurisdictions, such as fire districts, be notified of the intent to annex any areas served by the fire district. The County islands that the City is proposing to annex are within the service area of the South Bay Fire Department (District #8) and Lacey Fire District 3; and

WHEREAS, fire services within the City of Lacey are provided by Lacey Fire District 3; and

WHEREAS, upon annexation, areas served by South Bay Fire Department (District #8) will automatically transfer to Lacey Fire District 3; and

WHEREAS, RCW 35A.14.296 empowers the South Bay Fire Department (District #8) and Lacey Fire District 3 to be a party to the Interlocal Agreement by providing written notice within 30 days of the Month, Day, 2024 letter from the City of Lacey; and

WHEREAS, the South Bay Fire Department (District #8) provided the City with written notice on Month Day, 2024, that it does not wish to be a party to this interlocal agreement; and

WHEREAS, the Lacey Fire District 3 provided the City with written notice on Month Day, 2024, that it does not wish to be a party to this interlocal agreement; and

WHEREAS, the County and City held a duly noticed joint public hearing on this interlocal agreement on MONTH DAY, 2024 as required by RCW 35A.14.296(3).

NOW, THEREFORE, it is hereby agreed as follows:

1. Areas to be Annexed.

The Jurisdictions agree that the City shall annex the unincorporated County islands as depicted on the maps attached to and incorporated into this agreement in one or more annexation processes. The Jurisdictions agree that the boundaries of the annexation areas shall be as described and depicted in the attached exhibits. The annexation areas shall be annexed on MONTH DAY, 2024 via an ordinance adopted by the City Council. The boundaries of the island referred to as the “Draham Road Island” and “Cuoio Park Islands” are described and depicted on the attached Exhibit [See Pages XX – XX in Attachment “A” Lacey Island Annexation ILA Legal Description and Maps].

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. Lacey 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 agreement on May 23, 2012 regarding the Woodland Creek Estates Sewer, which addresses facility ownership, a Washington State Department of Ecology Loan, and regular service and maintenance of the sewer system. According to this agreement, Thurston County will maintain ownership of the Woodland Creek Estates Sewer facilities until such time as the loan is paid off, then the County will transfer ownership to the City. During this period, the City performs regular upkeep and maintenance of the facility at no additional charge to the County. Parcels are invoiced monthly sewer charges as outlined in Chapter 13.16 in the Lacey Municipal Code and as defined by LOTT.

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 areas.

4. Stormwater Fees and Maintenance

The County will retain any stormwater utility funding collected within the annexation areas for services in 2024 and agrees to continue to provide services to the annexation areas as required under its Municipal Stormwater Permit until December 31, 2024. The City of Lacey will begin invoicing parcels within this annexation area for storm and surface water utility charges as outlined in Chapter 13.70 in the Lacey Municipal Code beginning January 1, 2025.

5. Records:

Thurston County will provide the City of Lacey 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 Lacey 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 at the curve at 15th Ave & Draham Street, 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 areas, 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 areas 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, etc... that are active within the proposed annexation areas. Upon annexation and when identified for transfer under the terms of the January 28, 2008 Interlocal Agreement as amended on January 7, 2014, these bonds will be transferred to the City for administration in accordance with the terms of the bond.

9. Notification of Potentially Affected Jurisdictions.

Consistent with the requirements of RCW 35A.14.296, the City transmitted this Agreement to any potentially affected adjacent jurisdiction, including the appropriate fire district, to allow for a 30-day comment period on MONTH DAY, 2024.

10. Maintenance of Residential Zoning.

Consistent with the requirements of RCW 35A.14.296, the City agrees that for a period of five years, any parcel zoned for residential development within the annexed area shall:

- A. Maintain a zoning designation that provides for residential development; and
- B. Not have its minimum gross residential density reduced below the density allowed for by the zoning designation for that parcel prior to annexation.

11. Public Outreach.

The City shall assume responsibility for completing all required public notifications pursuant to RCW 35A.14.296. In addition, the City shall assume responsibility for holding any public meetings, open houses, drafting of Frequently Asked Question flyers and other informational materials, and public hearings. The County shall attend the annexation meetings in support of city staff. The joint County and City public hearing shall be on MONTH DAY, 2024.

12. 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.

13. 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.

14. 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.

15. 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.

16. Termination.

This Agreement may only be terminated prior to annexation of the areas 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.

17. 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.

18. 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 Lacey, c/o City Manager, 420 College St. SE, Lacey, WA 98503

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

19. 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.

20. 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.

21. 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.

22. 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.

23. 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 Lacey

Tye Menser, Chair of the Board of County
Commissioners

Rick Walk, City Manager

Date

Date

Approved as to form:
Travis Burns, Deputy Prosecuting Attorney

Approved as to form:
David Schneider, City Attorney

By: _____

By: _____

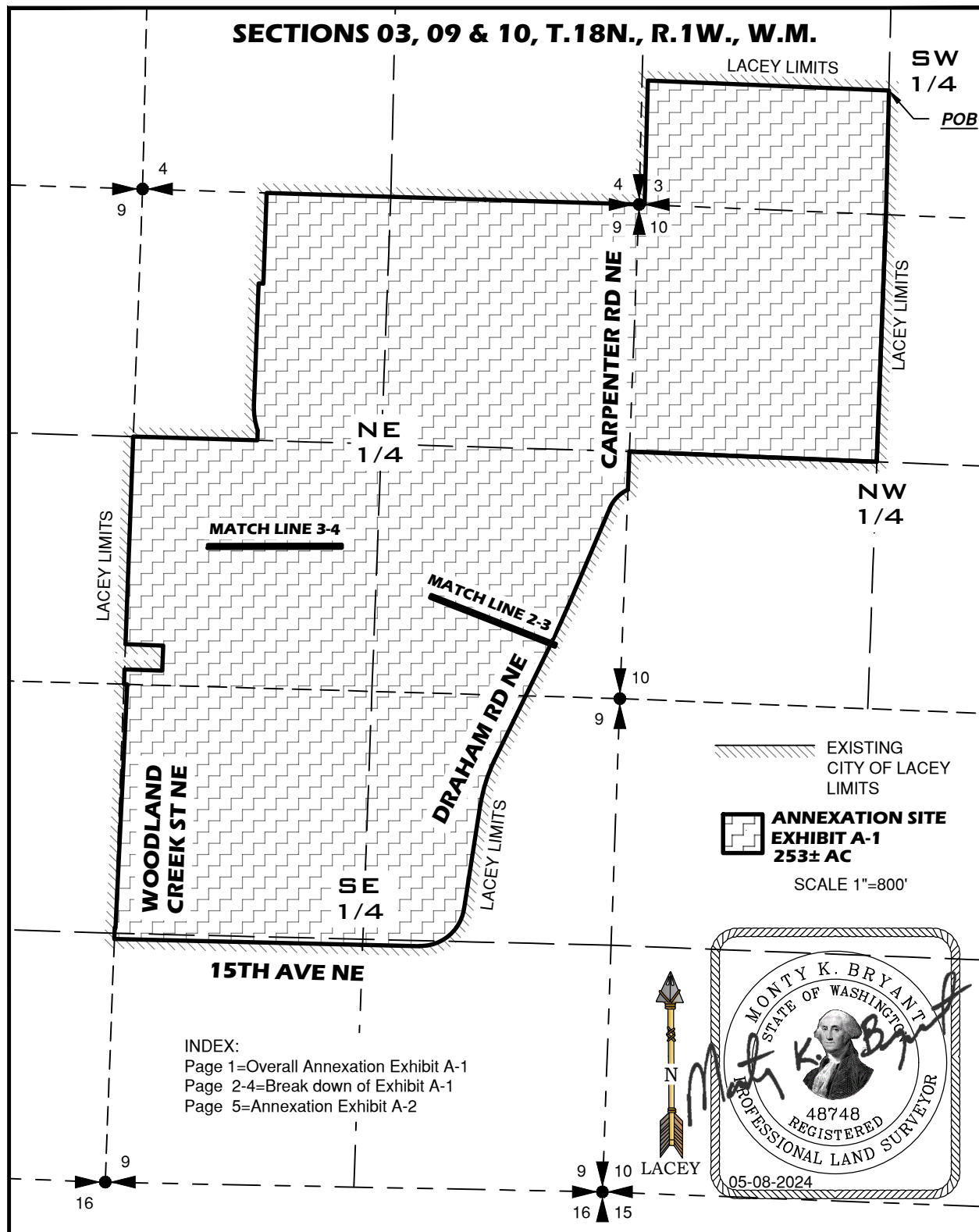


EXHIBIT A-1
MAP OF ANNEXATION SITE

Section 3-4-9 & 10 island 2024.dwg

SHEET 1 OF 5

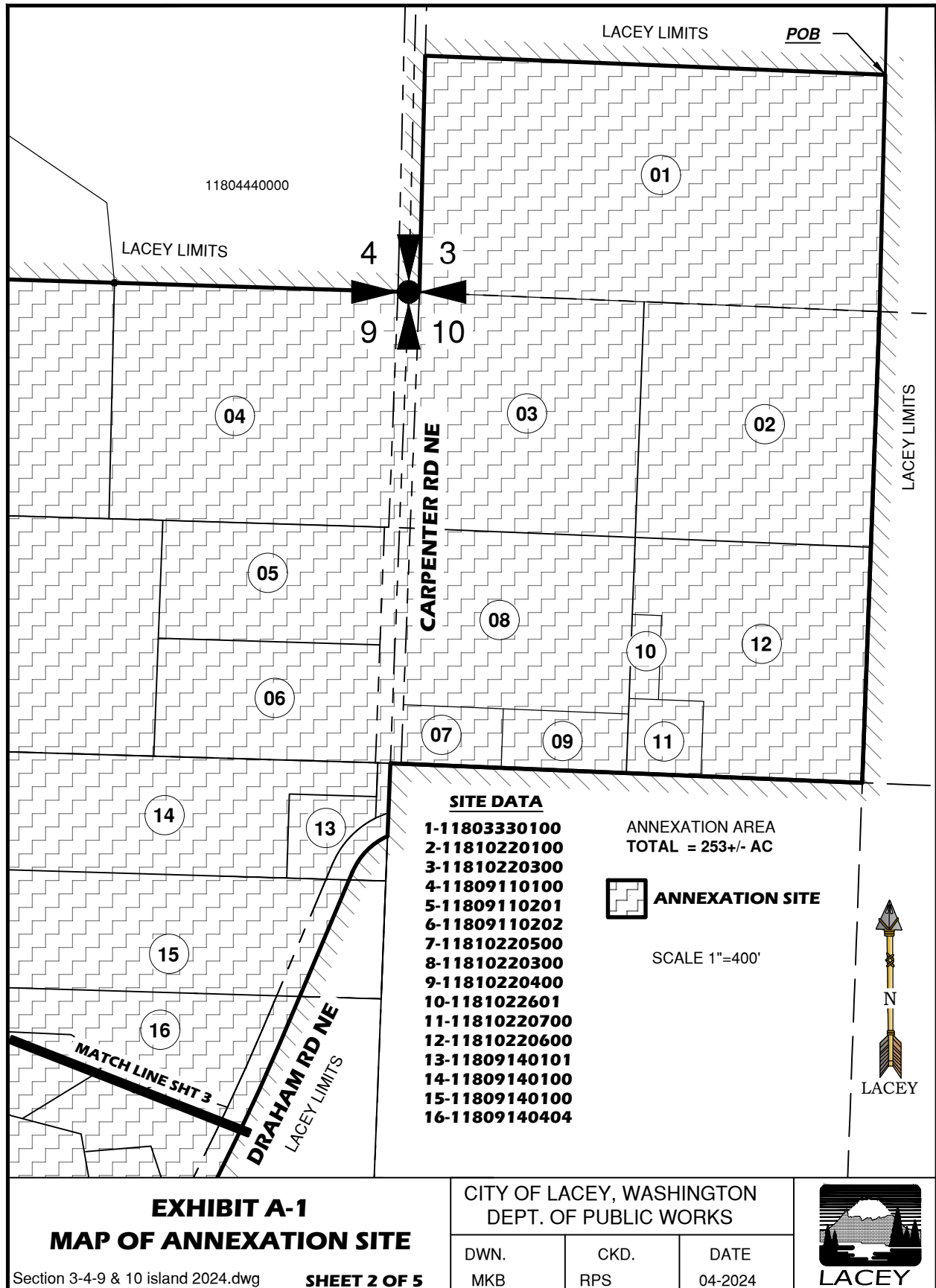
CITY OF LACEY, WASHINGTON
DEPT. OF PUBLIC WORKS

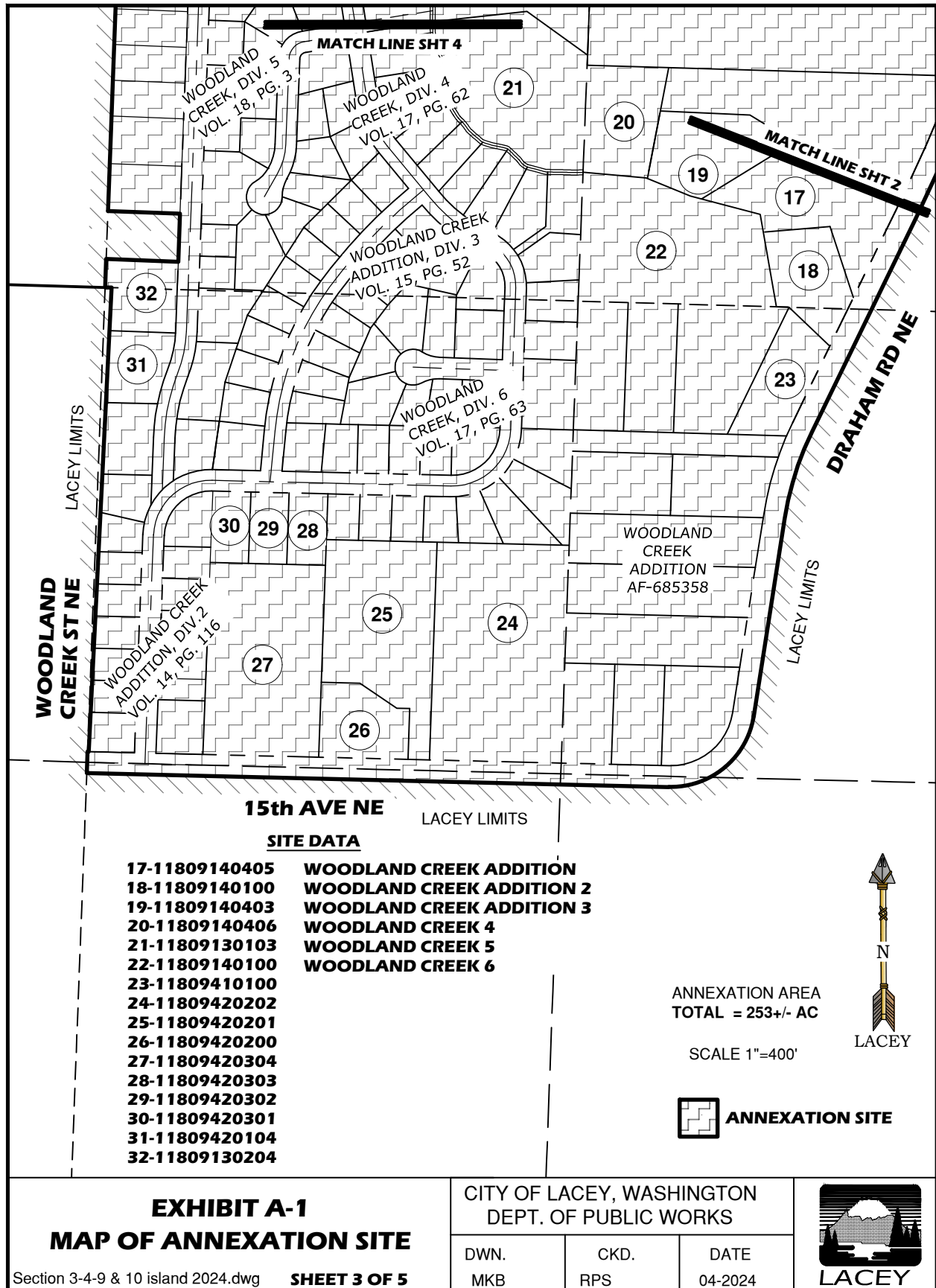
DWN.
MKB

CKD.
RPS

DATE
04-2024







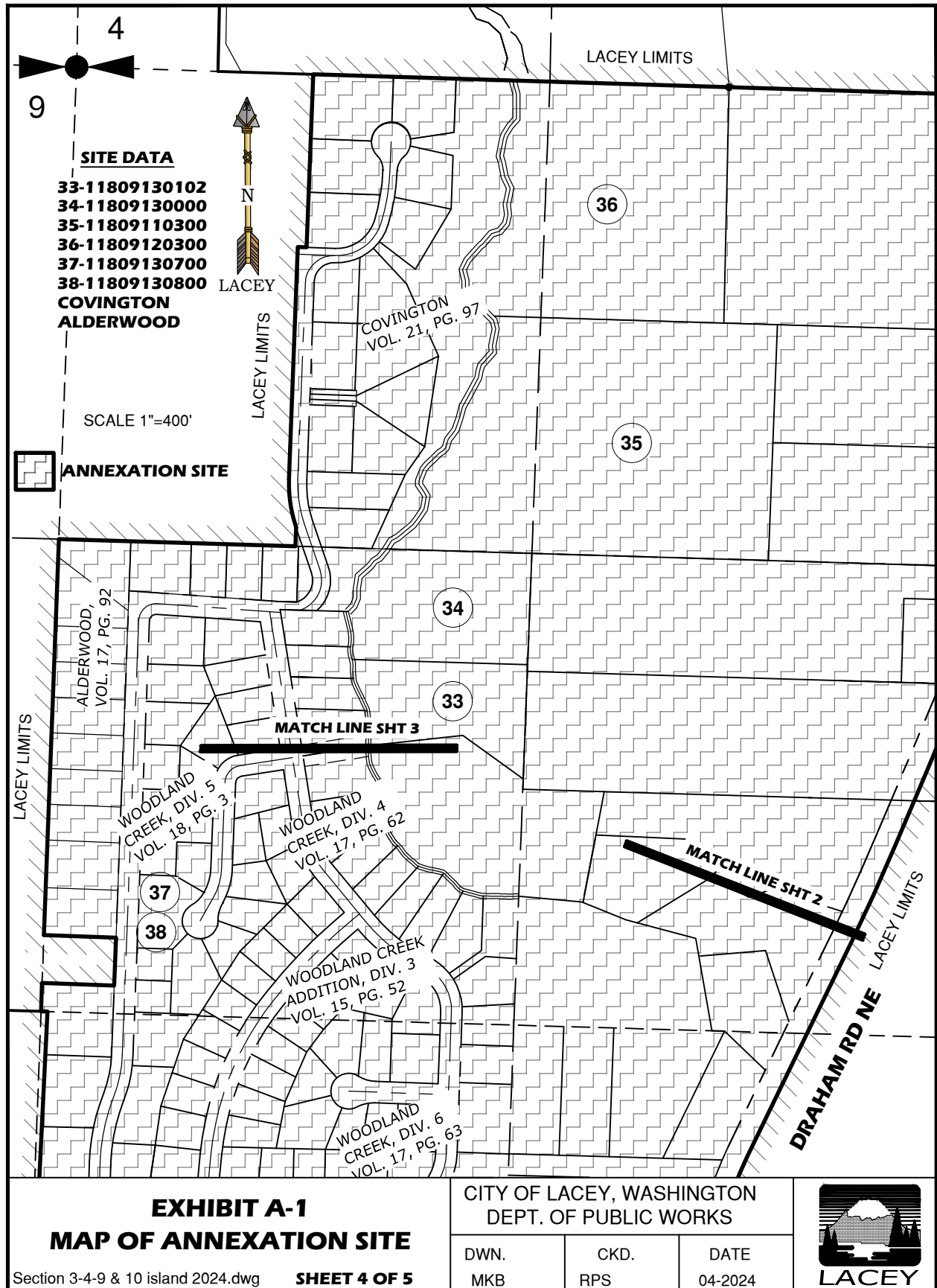


EXHIBIT A-1
MAP OF ANNEXATION SITE

Section 3-4-9 & 10 island 2024.dwg

SHEET 4 OF 5

CITY OF LACEY, WASHINGTON
DEPT. OF PUBLIC WORKS

DWN.
MKB

CKD.
RPS

DATE
04-2024



SEC. 04, T.18N., R.1W., W.M.



**ANNEXATION SITE
EXHIBIT A-2
TOTAL=19+/- AC**

NW 1/4

EXISTING
CITY OF LACEY
LIMITS



NE 1/4

SCALE 1"=400'

E-W C/L SEC.4, T18N, R1W, W.M.

SITE DATA

**39-11804340600
40-11804340500
41-11804340400
42-11804340300
43-11804340200
44-11804340100
45-11804420100
46-11804420101
47-11804420200
48-11804420201
PEASANT GLADE RD NE**

11804130100

SW 1/4

**PLEASANT
GLADE RD NE**

APPROXIMATE LOCATION
OF WOODLAND CREEK

SE 1/4

AS-BUILT C/L RD

11804130100

LACEY LIMITS

11804440000

AS-BUILT LOCATION
OF WOODLAND CREEK

11804340800

LACEY LIMITS

11804330400

11804340900

EXHIBIT A-2

MAP OF ANNEXATION SITE

Section 3-4-9 & 10 island 2024.dwg

SHEET 5 OF 5

CITY OF LACEY, WASHINGTON
DEPT. OF PUBLIC WORKS

DWN.
MKB

CKD.
RPS

DATE
05-2024



EXHIBIT "B-1"

ANNEXATION DESCRIPTION

Beginning at the Northeast corner of the South half of the Southwest Quarter of the Southwest Quarter of Section 03, Township 18 North, Range 1 West, W.M., thence southerly along the east line to the Southeast corner thereof; thence southerly along the east line of the Northwest Quarter of the Northwest Quarter of Section 10 of said Township and Range to the southeast corner thereof; thence westerly along the south line of said Northwest Quarter of the Northwest Quarter to the southwest corner thereof; thence southerly along the west line of the Southwest Quarter of the Northwest Quarter of said Section 10 to the southerly right of way of Draham Road Northeast; thence southwestwardly along said southerly right of way to the south right of way of 15th Avenue Northeast; thence westerly along said south right of way to the North-South center line of Section 09 of said Township and Range; thence Northerly along said North-South center line to the Northerly right of way of said 15th Avenue Northeast; thence easterly along said right of way to the Southeast corner of Lot 3 of Short Subdivision SS-1563 recorded on October 23, 1980 under Auditor's File No. 1126108, records of Thurston County, Washington; thence Northerly along the east line of Lots 1, 2 & 3 of said SS-1563 to the northeast corner of Lot 1 of said SS-1563; thence westerly along the north line of said Lot 1 to the center of Section 09; thence northerly along the North-South center line of said Section 09, 79.64 feet; thence South 87°50'10" East 201.96 feet; thence North 02°09'50" East 133.00 feet to the south line of Lot 10 of the plat of Alderwood recorded on July 6, 1972 under Auditor's File No. 869736, records of said county; thence along said south line of Lot 10, North 87°50'10" West 201.96 feet to said North-South center line and West boundary of said plat; thence Northerly along said North-South line of said Section 09 to the South line of Lot 2 of Nonplatted Street No. 0072 recorded on July 13, 1982 under Auditor's File No. 8207130052, records of said county; thence easterly along said South line of Lot 2 to the Southeast corner thereof; thence Northerly along the East line of said Lot 2 to the North line of the Northeast Quarter of said Section 09; thence easterly along said North line to the Northeast corner of the Northeast Quarter of said Section 09; thence easterly along the North line of the Northwest Quarter of Section 10 of said Township and Range to the Easterly right of way of Carpenter Road Northeast; thence Northerly along said Easterly right of way to the North line of the South half of the Southwest Quarter of the Southwest Quarter of said Section 03; thence easterly along said North line to the northeast corner thereof and the point of beginning.

Containing: 253+/- Acres

See Exhibit "A-1" attached hereto and by this reference made a part hereof.

EXHIBIT “B-2”

ANNEXATION DESCRIPTION

11804340600

The South 75 feet of that part of the Northeast Quarter of the Southwest Quarter of Section 4, Township 18 North, Range 1 West, W.M., lying Westerly of county road known as Pleasant Glade Road and that part of the Southeast Quarter of said Southwest Quarter, lying Northwesterly of said Pleasant Glade Road and Northeasterly of the center of Mill Creek.

11804340500

Also, Lot B of Boundary Line Adjustment No. BLA. 020382TC, as recorded May 5, 2003 under Auditor’s File No. 3528026, records of Thurston County, Washington.

11804340400

Also, Lot A of Boundary Line Adjustment No. BLA. 020382TC, as recorded May 5, 2003 under Auditor’s File No. 3528026, records of Thurston County, Washington.

11804340300

Also, Parcel C of Boundary Line Adjustment No. BLA-0079, as recorded on January 20, 1983 under Auditor’s File No. 8301200005, records of Thurston County, Washington.

11804340200

Also, Parcel B of Boundary Line Adjustment No. BLA-0079, as recorded on January 20, 1983 under Auditor’s File No. 8301200005, records of Thurston County, Washington.

11804340100

Also, Parcel A of Boundary Line Adjustment No. BLA-0079, as recorded on January 20, 1983 under Auditor’s File No. 8301200005, records of Thurston County, Washington.

11804420100

Also, Parcel 1 Short Subdivision No. SS-1440, as recorded March 14, 1980 under Auditor’s File No. 1106816, records of Thurston County, Washington.

11804420101

Also, Parcel A of Boundary Line Adjustment BLA. No. 001123TC, as recorded on November 20, 2001 under Auditor’s File No. 3393373 & 3393374, records of Thurston County, Washington.

11804420200

Also, that portion of the Northwest Quarter of the Northwest Quarter of the Southeast Quarter of Section 4, Township 18 North, Range 1 West, W.M., lying southerly of county road known as Pleasant Glade Road, and lying Northerly of a line beginning at a point on the Easterly line of said Northwest Quarter of the Northwest Quarter of the Southeast Quarter of said Section 4, 205 feet Northerly of the Southeast corner thereof; running thence Westerly, parallel with the South line of said subdivision, to the Easterly line of Pleasant Glade Road.

11804420201

Also, that portion of the Northwest Quarter of the Northwest Quarter of the Southeast Quarter of Section 4, Township 18 North, Range 1 West, W.M., lying southerly of county road known as Pleasant Glade Road, and lying Southerly of a line beginning at a point on the Easterly line of said Northwest Quarter of the Northwest Quarter of the Southeast Quarter of said Section 4, 205 feet Northerly of the Southeast corner thereof; running thence Westerly, parallel with the South line of said subdivision, to the Easterly line of Pleasant Glade Road.

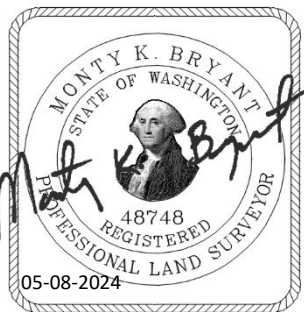
Pleasant Glade Road Northeast

Also, to include the entire right of way of Pleasant Glade Road Northeast coincident with the above-described properties.

Containing: 19+/- Acres

See Exhibit "A-2" attached hereto and by this reference made a part hereof.

TOTAL Annexation of Exhibit B-1 (253) & B-2 (19) = 272+/- AC.



General Process Steps and Timeline for Completing Lacey Island Annexation Agreement

Milestone	Driver	Date
30-day notification to affected taxing districts on draft annexation agreement ends	RCW 35A.14.296 (2)	August 30
Publish “notice of the availability of the agreement by both the City and the County	RCW 35A.14.296 (3) (a) requires both jurisdictions to publish this notice once a week for 4 weeks before the date of the hearing. Notice can be joint.	August 30 September 6 September 13 September 20
City/County Open House	City and County host an open house for the public to ask questions. City is lead on open house.	September 19
Public Hearings on ILA* <i>* = Current Step</i>	Hearing must be held prior to approval of the ILA per RCW.	October 1
BoCC Worksession on Hearing Comments (If needed)	Preference is concurrent timing with City Council briefings.	By October 31 (estimate)
BOCC	Approve ILA	By November 30 (estimate)
City Council Worksession on Hearing Comments	Preference is concurrent for timing with BoCC briefings.	By October 31 (estimate)
City Council Regular Meeting	Approve ILA Approve annexation ordinance BRB Review (if needed—confirm)	By November 30 (estimate) Effective date of January 1, 2025

**LACEY CITY COUNCIL**

Mayor Andy Ryder
Deputy Mayor Malcolm Miller
Lenny Greenstein
Michael Steadman
Carolyn Cox
Robin Vazquez
Nicolas Dunning

CITY MANAGER

Rick Walk

1/18/2024

Robin Campbell, Interim County Manager
Thurston County, Washington
3000 Pacific Avenue SE
Olympia, WA 98501

SUBJECT: ANNEX2023-07: Lacey Draham Road Annexation

Interim County Manager Campbell:

Thank you for the opportunity to provide additional information regarding the Lacey Draham Road Annexation for the Board of County Commissioners consideration prior to responding to the Notice of Intention issued by the Thurston County Boundary Review Board.

As you are aware, the City of Lacey received a petition requesting annexation by property owners representing 60% of the assessed valuation of nine parcels (42.1 acres). The nine parcels are located on the north side of 15th Avenue NE between Judd Street NE and Woodland Creek Street NE. Two separate residential development applications received land use approval from Thurston County. Both projects are required to connect to City water and sewer systems. City regulations require any parcels abutting the City of Lacey jurisdictional boundary to annex into the City prior to connecting to City utilities. The residential development approvals are the reason for the landowner petition to annex.

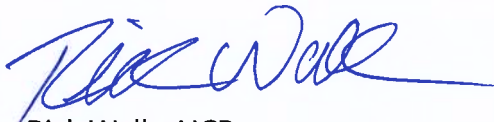
The City of Lacey reviewed the petition and recognized the creation of a large island of unincorporated land area, approximately 350 acres. In discussions with Thurston County staff, future and substantial infrastructure improvements were identified associated with Draham Road and 15th Avenue as well as the Woodland Creek Culvert. Based on this information, the City determined the best approach would be to work with Thurston County to develop an interlocal agreement to address the transition of projects and identify potential costs. Consideration was also given to the length of time to develop the interlocal agreement and the impact on the timing for land use approvals from the Thurston County.



Based this review and discussion, the Council ultimately approved the petition to annex under the direct petition method. Recognizing the jurisdictional challenges associated with unincorporated islands, the City is committed to immediately enter conversations with Thurston County to develop an interlocal agreement to annex the unincorporated islands created by the Draham Road annexation through the interlocal agreement method for unincorporated islands.

Please let me know if I can provide any additional information or if you have any questions.

Thank you,



Rick Walk, AICP
City Manager
Rick.Walk@cityoflacey.com
360.438.2638

cc:

Lacey City Council

