

TG-131347-CT



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(425) 823-6164

**Andrew M. Kenefick**

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Direct (425) 825-2003 Fax (866) 863-7961  
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July 18, 2013

**VIA U.S. MAIL ONLY**

Steven v. King  
Acting Executive Director & Secretary  
Washington Utilities & Transportation Commission  
1300 S. Evergreen Park Drive SW  
Olympia, WA 98504-7250

2013 JUL 22 AM 8:00  
U.S. MAIL  
COMMUNICATIONS SECTION

**RE: Waste Management of Washington, Inc., Certificate No. G-237  
Notice Contracting for Solid Waste Collection with City of Richland  
Reata Road and Hazen Annexations**

Dear Mr. King:

Pursuant to WAC 480-70-141(3), Waste Management of Washington, Inc. ("WMW") hereby advises the Commission that WMW has entered into the enclosed *Solid Waste Collection Agreement (Reata Road and Hazen Annexations)* (the "Agreement") with the City of Richland, Washington (the "City"). Under Ordinance No. 16-13, dated May 21, 2013, and Ordinance No. 20-13, dated June 4, 2013 (the "Ordinances") and attached to the Agreement, the City annexed certain territories commonly referred to as the Reata Road Annexation and Hazen Annexation (collectively, the "Annexed Territories"). Maps from the City of Richland of the Annexed Territories are attached to the Agreement. At the time of the annexation, WMW provided solid waste collection service in the Annexed Territories pursuant to WMW's Certificate No. G-237. WMW will continue to provide solid waste collection service under the terms of the Agreement within the Annexed Territories until July 1, 2023, unless extended or shortened, as provided therein.

If you have any questions about this notice, please let me know.

Sincerely,

Andrew M. Kenefick

Attachments: Agreement

cc: *via e-mail only* Pete Rogalsky, Public Works Director, City of Richland

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

**Reata Road & Hazen Annexations**

This SOLID WASTE COLLECTION AGREEMENT (“Agreement”) is made and entered into between WASTE MANAGEMENT OF WASHINGTON, INC. (“WMW”) and the CITY OF RICHLAND, WASHINGTON (“City”). The parties shall be collectively referred to herein as the “Parties” and individually as a “Party”, unless specifically identified otherwise. This Agreement shall be effective upon the date that all Parties have executed this Agreement (the “Effective Date”), as evidenced by the signatures below. The Parties agree as follows.

**RECITALS**

**WHEREAS** by Ordinance No. 16-13, dated May 21, 2013 (the “Ordinance”) and attached hereto as **Exhibit A**, the City has annexed certain territory identified in the Ordinance and commonly referred to as the Reata Road Annexation;

**WHEREAS** by Ordinance No. 20-13, dated June 4, 2013 (the “Ordinance”) and attached hereto as **Exhibit B**, the City has annexed certain territory identified in the Ordinance as adjacent to the plat of Falconcrest and commonly referred to as the Hazen Annexation;

**WHEREAS** the Reata Road Annexation and the Hazen Annexation are collectively referred to herein as the “Annexed Territory”;

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

**WHEREAS** Basin Disposal, Inc. (“Basin Disposal”) holds Certificate No. G-118 issued by the WUTC for the collection of solid waste in certain areas in Washington State, including within Benton County and in the Annexed Territory;

**WHEREAS** Ed’s Disposal, Inc. (“Ed’s Disposal”) holds Certificate No. G-110 issued by the WUTC for the collection of solid waste in certain areas in Washington State, including within Benton County and in the Annexed Territory;

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

**WHEREAS** the City has given notice under RCW 35.13.280 to the WUTC and the City intends to undertake the collection of municipal solid waste (“MSW”), as defined in WAC 173-350-100, from residents and businesses within the Annexed Territory, and is therefore required by RCW 35.13.280 to grant to WMW a franchise for the collection of MSW in the Annexed Territory for a term of not less than SEVEN (7) years;

**WHEREAS** in addition to the requirement to grant to WMW a 7-year franchise for the collection of MSW in the Annexed Territory, RCW 35.13.280 also grants to WMW a right of action to recover any measurable damages resulting from the City's decision to contract for MSW collection or provide MSW collection itself;

**WHEREAS** the City and WMW agree to satisfy the requirements of RCW 35.13.280, including the requirement to grant a 7-year franchise and the waiver of any claims for measurable damages, by entering into this Agreement to grant to WMW the exclusive right (shared with Basin Disposal and Ed's Disposal) to collect MSW from residential and commercial customers within the Annexed Territory during the Transition Period (as defined herein);

**WHEREAS** the Parties wish to enter into this Agreement setting forth the terms and conditions governing WMW's MSW collection within the Annexed Territory during the Transition Period;

## **TERMS AND CONDITIONS**

**1. The "Transition Period".** The Parties agree that the "Transition Period" shall commence on the Effective Date and shall terminate on **July 1, 2023**, unless extended by written agreement of the Parties. The Parties agree and acknowledge that the Transition Period is longer than the 7-year franchise period required under RCW 35.13.280 in order to compensate WMW for any and all measurable damages WMW has incurred as a result of the annexation and cancellation of its MSW collection business within the Annexed Territory.

**2. Grant of Exclusive Franchise.** Except with respect to Basin Disposal and Ed's Disposal (as discussed in Section 3 below), the City hereby grants to WMW the exclusive right and obligation to collect MSW from residential and commercial customers within the Annexed Territory during the Transition Period (hereinafter the "Collection Services"). During the Transition Period, the City agrees that, it shall not contract for Collection Services or provide Collection Services within the Annexed Territory.

**3. Non-Exclusivity re Basin Disposal, Inc. and Ed's Disposal, Inc.** Notwithstanding any other provision in this Agreement, the Parties agree that nothing in this Agreement, including the grant of an exclusive franchise for the Annexed Territory, shall interfere with the existing rights of Basin Disposal or Ed's Disposal under RCW 35.13.280 to provide Collection Services within the Annexed Territory.

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

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

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

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

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

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

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

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

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

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

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

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

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

11.1. the City shall assume full responsibility for MSW collection within the Annexed Territory as authorized under RCW 81.77.020, either by contracting for MSW collection or provide MSW collection itself;

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

11.3. WMW waives all claims under RCW 35.13.280 to enter into a franchise to continue its MSW collection business within the Annexed Territory; and

11.4. WMW waives all claims under RCW 35.13.280 to any measurable damages resulting from the cancellation of its MSW collection business within the Annexed Territory.

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

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

**13. Cooperation in Execution of Documents.** The Parties agree cooperate in preparing, executing, and delivering any and all additional documents that may be necessary to render this Agreement legally and practically effective, provided, however, that this provision shall not require the execution of any document that expands, alters or in any way changes the terms of this Agreement.

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

**15. Successors and Assigns.** Neither Party shall assign this Agreement without the prior written consent of the other Party, except that WMW may assign this Agreement to any subsidiary, parent or affiliated company without the other Party's consent. If this Agreement is

assigned as provided above, it shall be binding on and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

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

If to WMW:	<u>Waste Management of Washington, Inc. 720 Fourth Avenue, Suite 400 Kirkland, WA 98033-8136 Director of Public Sector Services</u>	If to City:	<u>City of Richland 505 Swift Boulevard, MS-26 Richland, Washington 99352 Pete Rogalsky, Public Works Director</u>
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**17. Alternative Dispute Resolution/Legal Fees.** Any dispute, controversy or claim arising out of or relating to this Agreement, including any question regarding breach, termination or invalidity thereof shall be resolved by arbitration (unless both Parties agree to mediation) in Richland, Washington or such other location as agreed to by the Parties, and in accordance with the American Arbitration Association or Judicial Dispute Resolution rules which are deemed to be incorporated by reference in this clause. The maximum number of arbitrators shall be one in any claim, suit, action or other proceeding relating in any way to this Agreement or any claims arising out of this Agreement, except as otherwise agreed to by the Parties. Other than mediation costs, in the event any arbitration or legal action is taken by either Party against the other to enforce any of the terms and conditions of this Agreement, it is agreed that the unsuccessful Party to such action shall pay to the prevailing Party therein all court and/or arbitration costs, reasonable attorney's fees and expenses incurred by the prevailing Party.

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

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

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

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

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

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

\* \* \*

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

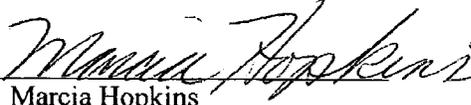
**CITY OF RICHLAND**

**WASTE MANAGEMENT OF  
WASHINGTON, INC.**

By:   
Name: Cynthia D. Johnson  
Title: City Manager  
Date: 6-27-13

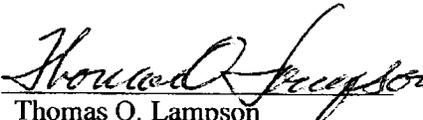
By:   
Name: Jason S. Rose  
Title: Vice President  
Date: 5/30/13

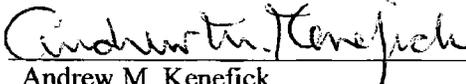
**ATTEST**

By:   
Name: Marcia Hopkins  
Title: City Clerk

**APPROVED AS TO FORM:**

**APPROVED AS TO FORM:**

By:   
Name: Thomas O. Lampson  
Title: City Attorney

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

**Attachments:**

- Exhibit A - Ordinance No. 16-13
- Exhibit B - Ordinance No. 20-13

WHEN RECORDED RETURN TO:

Richland City Clerk  
P.O. Box 190 MS-05  
Richland, WA 99352

PID#1-10881000003001, PID#1-10881000003000, PID#1-10881000004001,  
PID#1-11882013177001, PID#1-02883011509005, PID#1-11882013177002,  
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PID#1-11881012147002, PID#1-11881012147001, PID#1-11881000005004,

**ORDINANCE NO. 16-13**

**AN ORDINANCE of the City of Richland, Benton County Washington, annexing approximately 137 acres of land located south of Reata Road and west of Leslie Road, providing for assumption of existing City indebtedness and amending the Official Zoning Map.**

**WHEREAS, the City received a notice of intent from the owners of more than ten percent in value of the real property legally described in Exhibit A attached hereto, to commence annexation proceedings for annexation into the City of Richland; and**

**WHEREAS, a meeting was held on the nineteenth day of June, 2012 between the initiating parties of this annexation and the Council of the City of Richland, at which time the Council passed Resolution No. 49-12, accepting the notice of intention to commence annexation proceedings for the real property legally described in Exhibit A attached hereto, subject to simultaneous adoption of the Comprehensive Plan for the proposed annexation area, and the assumption of the appropriate share of all existing City indebtedness; and**

WHEREAS, Resolution 49-12 further authorized and directed the Richland Planning Commission to propose and forward a recommendation to the City Council as to the most appropriate zoning designations for the areas proposed to be annexed; and

WHEREAS, a notice of intention to annex was duly filed with the Benton County Boundary Review Board on September 7, 2012; Jurisdiction of the boundary Review Board was not invoked within 45 days of filing, and thus the proposed annexation was deemed approved by the Boundary Review Board on October 23, 2012 and

WHEREAS, the Richland Planning Commission held a public hearing on December 19, 2012 and January 23, 2013 to consider appropriate zoning designations for the proposed annexation area;

WHEREAS, on November 5, 2012, Council passed Resolution No. 90-12, authorizing the circulation of an annexation petition for annexation of the real property legally described in Exhibit A attached hereto;

WHEREAS, a petition was circulated and signed by owners of not less than 60% in value, according to the assessed valuation for general taxation, of the property to be annexed; and

WHEREAS, the City Council held a public hearing to consider the annexation on April 16, 2013, which hearing was duly noticed by the City Clerk through publication in a newspaper of general circulation and through the mailing of notice to all property owners within the annexation area, specifying the time and place of the hearing and inviting interested persons to appear and voice approval or disapproval of the annexation; and

WHEREAS, the matter was duly considered by the City Council of the City of Richland and the Council has determined that the annexation would be of general benefit to the residents of the City of Richland;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Richland as follows:

Section 1.01. The real property legally described in Exhibit A attached hereto is hereby annexed to the City of Richland and is hereby declared to be within the corporate limits of the City of Richland, Benton County Washington (the "Annexed Area")

Section 1.02 The Richland Comprehensive Plan, adopted October 6, 1997 by Ordinance 26-97, shall serve as the comprehensive plan for the Annexed Area. All properties within the annexation shall be designated as either "commercial" or "low density residential" under the land use map that is part of the comprehensive plan.

Section 1.03 The property within the Annexed Area shall be assessed and taxed at the same rate and on the same basis as other property within the City, including

assessments or taxes in payment for all or of any portion of the outstanding indebtedness of the City, approved by the voters, contracted, or incurred prior to, or existing at the date of annexation.

Section 1.04 Title 23 of the City of Richland Municipal Code and the Official Zoning Map of the City as adopted by Section 23.08.040 of said title, hereby amends Sectional Map No. 68 which is one of a series of maps constituting said Official Zoning Map, bearing the number and date of passage of this ordinance and by this reference made a part of this ordinance and of the Official Zoning Map of the City.

Section 1.05 It is hereby found, as an exercise of the City's police power, that the best zoning for the properties included in the Annexed Area shall be a combination of C-1 – Neighborhood Business, C-3 General Business and R1-10 Single Family Residential, as depicted on Exhibit B, when consideration is given to the interest of the general public.

Section 1.06 The City Clerk is directed to file a copy of this annexation with the Board of Commissioners of Benton County and the State of Washington in the manner required by law. The City Clerk is also directed to file with the Auditor of Benton County, Washington a copy of this ordinance and shall attach amended sectional maps and additional sectional maps as necessary and an amended Annexation map, duly certified by the Clerk as a true copy.

Section 1.07 The Public Works Department is directed to provide notice this annexation to the Washington State Utilities and Transportation Commission indicating the City's intent to provide solid waste collection services to the Annexed Area after satisfaction of the requirements of RCW 35.13.280. As authorized and required by RCW 35.13.280, the Public Works Department is directed to prepare a franchise to the solid waste collection service providers currently serving the Annexed Area under Washington State Utilities and Transportation Commission permits. The franchise shall be presented for Council action and shall include terms that comply with the municipal code and the City's 2011 Solid Waste Management Plan.

Section 1.08 This ordinance shall be effective immediately following the day after its publication in the official newspaper of the City.

PASSED by the City Council of the City of Richland on this 21<sup>st</sup> day of May, 2013.

  
\_\_\_\_\_  
JOHN FOX  
Mayor

ATTEST:

  
\_\_\_\_\_  
MARCIA HOPKINS  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
THOMAS O. LAMPSON  
City Attorney

Date Published: May 26, 2013

## EXHIBIT A

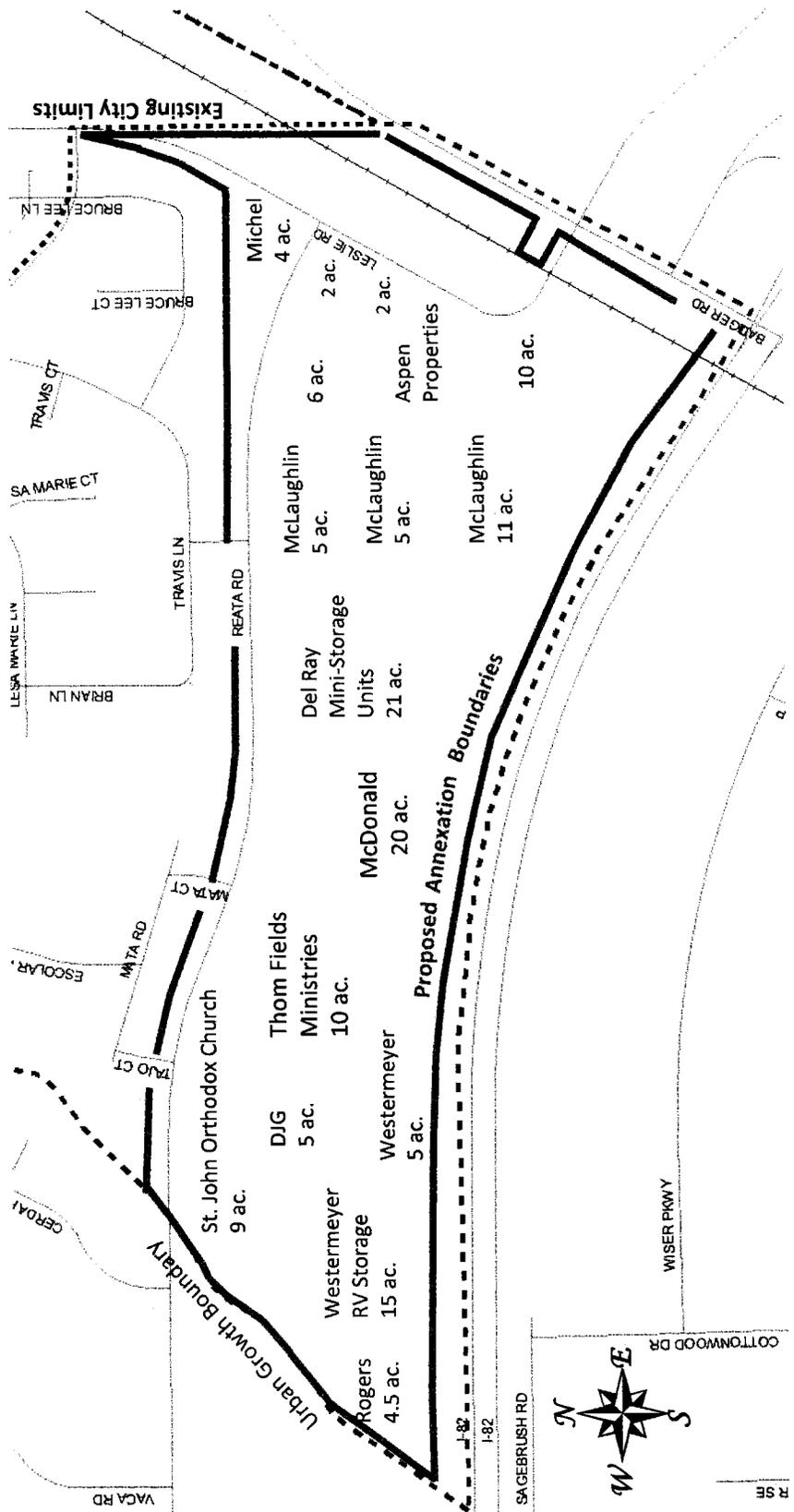
### Legal Description for Reata Annexation

*Those portions of Sections 2, 10 and 11 of Township 8 North, Range 28 East W.M., that are situated north of the Interstate 82 Right-of-Way; south of Reata Road, west of the Burlington Northern Railroad Right-of-Way and east of the Kennewick Irrigation District Badger Lateral Canal; together with those lands lying within Section 11, Township 8 North, Range 28 East W.M. that are situated north of Reata Road, west of Leslie Road and south of the plat of Lorayne J Ranch Phase I. Also included are those portions of the Reata Road and Leslie Road Rights-of-Way that lie adjacent to the lands so described.*

*This legal description includes the following Assessor Parcel Numbers:*

PID# 1-1088-100-0003-001; PID#1-1088-100-0003-000; PID#1-1088-100-0004-001;  
PID#1-1188-201-3177-001; PID#1-0288-301-1509-005; PID#1-1188-201-3177-002;  
PID#1-1188-201-3177-003; PID#1-1188-201-3177-004; PID#1-1188-200-0005-004;  
PID#1-1188-100-0006-000; PID#1-1188-101-3301-003; PID#1-1188-101-3301-002;  
PID#1-1188-101-3301-001; PID#1-1188-101-2147-003; PID#1-1188-101-2147-004;  
PID#1-1188-101-2147-002; PID#1-1188-101-2147-001; PID#1-1188-100-0005-004.





VICINITY MAP

WHEN RECORDED RETURN TO:

Richland City Clerk  
P.O. Box 190 MS-05  
Richland, WA 99352

PID#1-02882070000069

ORDINANCE NO. 20-13

AN ORDINANCE of the City of Richland, Benton County Washington, annexing one acre of City owned land located south of and adjacent to the plat of Falconcrest.

WHEREAS, the City has recently purchased an acre of land that is immediately adjacent to an existing 12 acre open space parcel, which land was needed in order to provide for the extension of a pedestrian trail; and

WHEREAS, the City completed an adjustment of property boundaries in order to add the one acre site into the City open space tract; and

WHEREAS, the City filed a request with the Benton County Boundary Review Board to waive their jurisdiction, based on the size and value of the proposed annexation area. Said request was approved by the Chairman of the Benton County Boundary Review Board in correspondence dated April 20, 2013; and

WHEREAS, state law provides for the direct annexation of property for municipal purposes without requiring petitions or elections; and

WHEREAS, the matter was duly considered by the City Council of the City of Richland and the Council has determined that the annexation for municipal purposes would be of general benefit to the residents of the City of Richland;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Richland as follows:

Section 1.01 The real property legally described in Exhibit A attached hereto is hereby annexed to the City of Richland and is hereby declared to be within the corporate limits of the City of Richland, Benton County Washington (the "Annexed Area")

Section 1.02 The Richland Comprehensive Plan, adopted October 6, 1997 by Ordinance 26-97, shall serve as the comprehensive plan for the Annexed Area. All properties within the annexation area shall be designated as "natural open space."

Section 1.03 Title 23 of the City of Richland Municipal Code and the Official Zoning Map of the City as adopted by Section 23.08.040 of said title, hereby amends Sectional Map No. 61 which is one of a series of maps constituting said Official Zoning Map, bearing the number and date of passage of this ordinance and by this reference made a part of this ordinance and of the Official Zoning Map of the City.

Section 1.04 It is hereby found, as an exercise of the City's police power, that the best zoning for the property included in the Annexed Area shall be a NOS – Natural Open Space, as depicted on Exhibit B, when consideration is given to the interest of the general public.

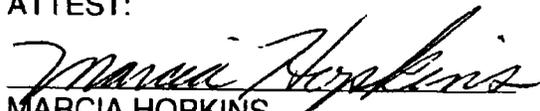
Section 1.05 The City Clerk is directed to file a copy of this annexation with the Board of Commissioners of Benton County and the State of Washington in the manner required by law. The City Clerk is also directed to file with the Auditor of Benton County, Washington a copy of this ordinance and shall attach amended sectional maps and additional sectional maps as necessary and an amended Annexation map, duly certified by the Clerk as a true copy.

Section 1.06 This ordinance shall be effective immediately following the day after its publication in the official newspaper of the City.

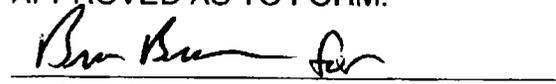
PASSED by the City Council of the City of Richland on this 4<sup>th</sup> day of June, 2013.

  
JOHN FOX  
Mayor

ATTEST:

  
MARCIA HOPKINS  
City Clerk

APPROVED AS TO FORM:

  
THOMAS O. LAMPSON  
City Attorney

Date Published: June 9, 2013

# EXHIBIT A

## Legal Description for Annexation

1-0288-207-0000-069

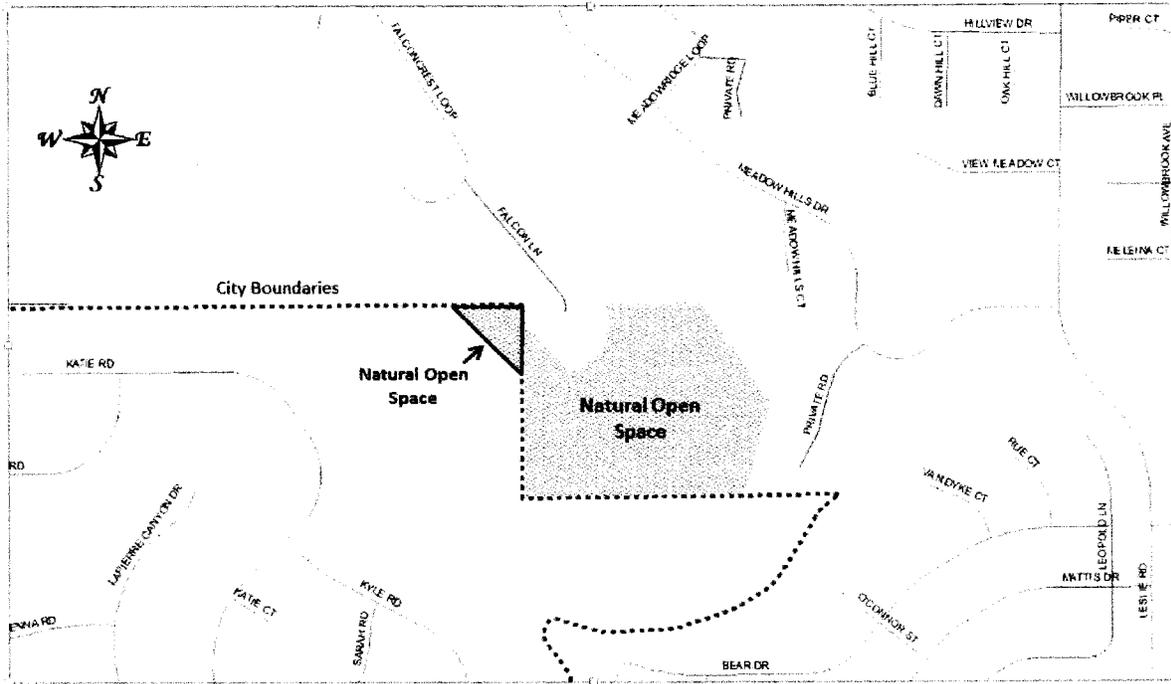
A portion of the Northwest  $\frac{1}{4}$  of Section 2, Township 8 North, Range 28 East, W.M., Benton County, Washington, described as follows:

That portion of Lot 65 of the Plat of Reata Heights as recorded in Volume 15 of Plats on Page No. 192 records of said County and State described as follows:

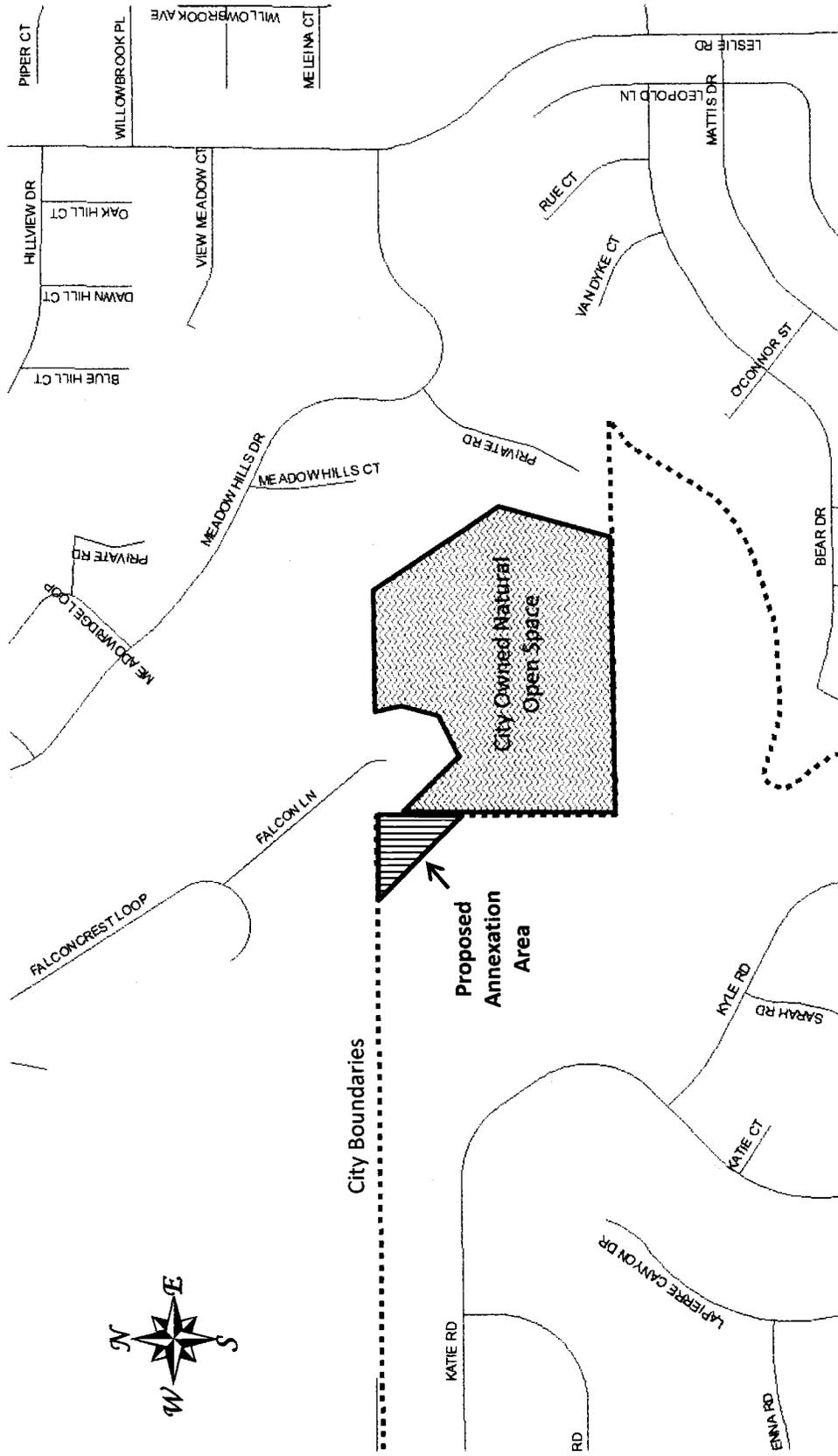
Beginning at the North  $\frac{1}{4}$  corner of said Section 2, and the Northeast corner of said Lot 65 and the **TRUE POINT of BEGINNING**; Thence South  $00^{\circ}00'58''$  West a distance of 295.43 feet along the Easterly line of said Lot 65, leaving said corner; Thence North  $45^{\circ}09'19''$  West a distance of 416.55 feet, leaving said Easterly line to a point on the Northerly line of said Lot 65 and a the Northerly line of said Section 2; Thence North  $89^{\circ}40'25''$  East a distance of 295.43 feet along said Northerly lines, back to the true point of beginning.

Containing 43,560 square feet, more or less, according to the bearings and distances listed above.

# EXHIBIT B



HAZEN ANNEXATION



# PROPOSED CITY ANNEXATION