

ORDINANCE NO. 2022-31

AN ORDINANCE OF THE CITY OF RICHLAND, WASHINGTON, GRANTING A SOLID WASTE COLLECTION TRANSITION FRANCHISE TO BASIN DISPOSAL, INC. AND ED'S DISPOSAL, INC. FOR PROPERTIES AFFECTED BY ANNEXATION OF LOTS 1-8 IN BADGER MOUNTAIN ESTATES AND THE 300.1 ACRES OF DEPARTMENT OF ENERGY (DOE) LAND.

WHEREAS, Richland was incorporated as a city of the first class on December 10, 1958; and

WHEREAS, pursuant to the Richland City Charter, franchises are granted by ordinance; and

WHEREAS, on July 5, 2022, the City annexed certain territory identified in Ordinance No. 2022-20 (**Exhibit A**) as Lots 1-8 of Badger Mountain Estates (the "Badger Mountain Annexed Territory"); and

WHEREAS, on July 5, 2022, the City annexed certain territory identified in Ordinance No. 2022-21 (**Exhibit B**) as the United States Department of Energy (DOE) 300.1 Acres (the "DOE Annexed Territory", and collectively with the Badger Mountain Annexed Territory, the "Annexed Territory"); and

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

WHEREAS, Ed's Disposal, Inc. ("Ed's") 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; and

WHEREAS, Waste Management of Washington, Inc. ("WMW") holds Certificate No. G-237 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; and

WHEREAS, pursuant to 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 to provide solid waste collection itself, pursuant to RCW 81.77.020; and

WHEREAS, the City has given notice to the WUTC, pursuant to RCW 35.13.280, of its intent to undertake the collection of municipal solid waste, 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 Ed's and BDI a franchise for the collection of municipal solid waste in the Annexed Territory for a term of not less than seven (7) years.

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

Section 1. Transition Period. The Parties agree that the “Transition Period” shall commence on the Effective Date of this Agreement and shall terminate on **December 31, 2032** unless extended by written agreement of the Parties. The Parties agree and acknowledge that the Transition Period is longer than the seven-year franchise period required under RCW 35.13.280 in order to compensate BDI and Ed’s for any and all measurable damages BDI and Ed’s has incurred as a result of the annexation and cancellation of their municipal solid waste collection business within the Annexed Territory.

Section 2. Grant of Exclusive Franchise. Except with respect to WMW (as discussed in Section 0 below), the City hereby grants to BDI and Ed’s the exclusive right and obligation to collect municipal solid waste 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 itself provide Collection Services within the Annexed Territory.

Section 3. Non-Exclusivity regarding WMW. 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 WMW, under RCW 35.13.280, to provide Collection Services within the Annexed Territory.

Section 4. Rates and Compensation. BDI and Ed’s shall be compensated for the Collection Services hereunder by charging their residential, commercial and industrial customers within the Annexed Territory the same rates and charges authorized under the tariffs approved by the WUTC for BDI and Ed’s customers located within Certificate Nos. G-118 and G-110 service territory in Benton County (the “WUTC Tariffs”), subject to the following adjustments, which shall be independent of WUTC tariff jurisdiction:

- 4.1. BDI and Ed’s shall increase the rates and charges to include any taxes, fees, or charges applicable to BDI and/or Ed’s Collection Services within the Annexed Territory that are not otherwise included within the WUTC Tariffs; and
- 4.2. BDI and Ed’s shall decrease the rates and charges to exclude any taxes, fees, or charges that are included in the WUTC Tariffs, but are not applicable to BDI and/or Ed’s Collection Services within the Annexed Territory.

Section 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 BDI and/or Ed’s Collection Services within the Annexed Territory, the City shall notify BDI and/or Ed’s of such charges no less than thirty (30) days before such taxes, fees, or other charges take effect.

Section 6. Revisions to WUTC Tariffs. Nothing in this Agreement is intended to restrict or prohibit BDI and/or Ed’s from seeking approval from the WUTC for new and/or revised WUTC Tariffs applicable to municipal solid waste collection within their Certificate Nos. G-118 and G-110 territory in Benton County. In the event that the WUTC approves revisions to BDI and/or Ed’s WUTC Tariffs, BDI and/or Ed’s shall similarly adjust the rates and charges applicable to the Collection Services within the Annexed Territory.

Section 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 BDI and Ed's in writing of the additional services requested, and BDI and Ed's shall have the right to provide such additional services during the Transition Period. If BDI and/or Ed's elect to provide such additional services, BDI and/or Ed's 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 BDI and/or Ed's do not offer similar services under their WUTC Tariffs, pursuant to written agreement between the Parties.

If BDI and/or Ed's either (a) notify the City in writing of their 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 Additional Services or provide those services itself within the Annexed Territory

Section 8. Billing. BDI and Ed's shall be responsible for billing their residential, commercial and industrial customers within the Annexed Territory for the Collection Services. BDI and Ed's shall invoice their customers generally consistent with WUTC procedures found in WAC 480-70-396 through WAC 480-70-416.

Section 9. Delinquent Accounts and Refusal of Service. BDI and Ed's 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). BDI and Ed's 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).

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

Section 11. Transition of BDI and Ed's Collection Services to City. After the end of the Transition Period:

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

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

11.3. BDI and Ed's acknowledge that by entering into this franchise, they waive all claims under RCW 35.13.280, including those for measurable damages, which waiver shall be fully effective immediately after the expiration of the transition period.

Upon request of the City, the Parties shall meet prior to the end of the Transition Period to plan for the transition of Collection Services within the Annexed Territory. BDI and Ed's 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 BDI and Ed's 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.

Section 12. Required Notices to WUTC. The City shall be responsible for submitting any and all notices to the WUTC of its decision to annex an area and commence services pursuant to RCW 81.77.020. As required by WAC 480-70-141(3), BDI and Ed's shall be responsible for notifying the WUTC that BDI and Ed's and the City have entered into this Agreement, including submission of this executed Agreement to the WUTC.

Section 13. Cooperation in Execution of Documents. The Parties agree to 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.

Section 14. Force Majeure. If any 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.

Section 15. Successors and Assigns. No Party shall assign this Agreement without the prior written consent of all other Parties, except that BDI and/or Ed's may assign this Agreement to any subsidiary, parent, sister or affiliated company without the other Parties' 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.

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

If to BID and Ed's:
Basin Disposal Inc.
P.O. Box 3850
Pasco, WA 99302-3850
Attn: Darrick Dietrich, President

If to City:
City of Richland
625 Swift Boulevard, MS-26
Richland, Washington 99352
Attn: Public Works Director

Section 17. 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 among the Parties, whether oral or written. 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 Parties.

Section 18. 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 any Party because of the identity of the drafter. Moreover, the Parties each acknowledge, represent and agree that they have read this Agreement, that they fully understand the terms thereof, and that they have been fully advised by their independent legal counsel, accountants, and other advisors with respect thereto.

Section 19. 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.

Section 20. 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 all Parties agree to mediation) in Pasco or Richland, Washington, in accordance with the American Arbitration Association or Judicial Dispute Resolution rules which are deemed to be incorporated herein by reference. The maximum number of arbitrators shall be one (1) 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 ordered or agreed to by the Parties. If mediation is agreed to, each Party shall pay its own mediation costs and one-half of the cost of the mediator. In the event any arbitration or legal action is taken by any Party against another to enforce any of the terms and conditions of this Agreement, it is agreed that the substantially prevailing party of such action shall be entitled to recover all court costs, reasonable attorney's fees and expenses from the non-prevailing Party.

Section 21. 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.

Section 22. Counterparts. Execution of this Agreement and any amendment or other document related to this Agreement may be by electronic signature and in any number of counterpart originals, each of which shall be deemed to constitute an original agreement, and all of which shall constitute one whole agreement.

Section 23. Authority. The Parties each represent and warrant that they have full power and actual authority to enter into this Agreement and to carry out all actions required of them by this

Agreement. All persons executing this Agreement in representative capacities represent and warrant that they have full power and authority to bind their respective corporation.

Section 24. Binding Effect. This Agreement shall bind and inure to the benefit of the Parties hereto and their respective officers, employees and agents, heirs, legatees, representatives, receivers, trustees, successors, transferees and assigns.

Section 25. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or in violation of any statute, rule, regulation or common law, such provision shall be considered null and void, with the remaining provisions remaining viable and in effect. Notwithstanding the foregoing, the Parties acknowledge and agree that this Agreement, and the releases provided for above, are each necessary to this Agreement; without any of these, the Parties would not enter this Agreement.

Section 26. Headings Not Controlling. The paragraph headings included herein are for reference only. The headings shall not control or alter the meaning of this Agreement as set forth in the text.

Section 27. Waiver. Any of the terms or conditions of this Agreement may be waived, but only by a written notice signed by the Party waiving such terms or conditions. A waiver or any breach of, or failure to enforce, any of the terms or conditions of this Agreement shall not in any way affect, limit or waive a Party's right to enforce compliance thereafter with each and every term and condition of this Agreement.

Section 28. Agreement Not Legal Precedent. The Parties acknowledge and agree that this Agreement is not intended to constitute legal precedent in any future dispute or litigation regarding any unrelated matter involving the Parties or any other municipality, government entity or third party related to any damages that may result from the annexation of territories for which a solid waste collection company has previously been granted operating authority by the Washington Utilities and Transportation Commission.

Section 29. Publication. The City Clerk is authorized and directed to publish this Ordinance in accordance with the Richland City Charter.

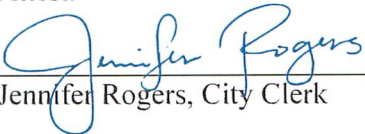
Section 30. Effective Date. This Ordinance shall become effective on the thirtieth (30th) day after its first publication as required by law, but if, and only if, Franchisee has endorsed this Ordinance and accepted the terms and conditions thereof.

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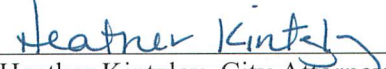
PASSED by the City Council of the City of Richland, Washington, at a regular meeting on the 6th day of September, 2022.


Michael Alvarez, Mayor

Attest:


Jennifer Rogers, City Clerk

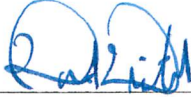
Approved as to Form:


Heather Kintzley, City Attorney

First Reading: August 16, 2022
Second Reading: September 6, 2022
Date Published: September 11, 2022

ACCEPTANCE

Basin Disposal, Inc., a Washington public utility corporation, and Ed's Disposal, Inc., a Washington public utility corporation, hereby acknowledge and accept the above franchise as full and fair compensation for any measurable damages caused by the City of Richland under Washington law with regard to Solid Waste Franchise continuation.



Darrick Dietrich, President-Basin Disposal, Inc.

Sept 22, 2022

Date



Darrick Dietrich, President-Ed's Disposal, Inc.

Sept 22, 2022

Date

WHEN RECORDED RETURN TO:

Richland City Clerk's Office
625 Swift Boulevard, MS-05
Richland, WA 99352

ORDINANCE NO. 2022-20

AN ORDINANCE OF THE CITY OF RICHLAND, WASHINGTON, ANNEXING LOTS 1-8 OF BADGER MOUNTAIN ESTATES CONSISTING OF APPROXIMATELY 12 ACRES AND LOCATED AT 1560 BRANTINGHAM ROAD, 1570 BRANTINGHAM ROAD, 1600 BRANTINGHAM ROAD, 1620 BRANTINGHAM ROAD, 1640 BRANTINGHAM ROAD, 1650 BRANTINGHAM ROAD AND 1660 BRANTINGHAM ROAD IN SECTION 26, TOWNSHIP 9 NORTH, RANGE 28 EAST W.M., BENTON COUNTY, WASHINGTON, PROVIDING FOR ASSUMPTION OF EXISTING CITY INDEBTEDNESS, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF RICHLAND.

WHEREAS, the City received a notice of intent to annex from Joseph & Colleen Lane (1560 Brantingham Road), Wayne & Sue Flaten (1570 Brantingham Road), Mark & Barbara Buckmaster (1600 Brantingham Road), Eric Van Mason (1620 Brantingham Road), Jonathan Guymon (1640 Brantingham Road), Dustin Gillespie (1650 Brantingham Road) and Daniel & Claudia Becker (1660 Brantingham Road), the value of which constituted 84.61% of the proposed annexation area and so qualified the owners to commence annexation proceedings for annexation into the City of Richland; and

WHEREAS, on July 6, 2021, a meeting was held between the initiating parties of this annexation and the Richland City Council, at which time City Council adopted Resolution No. 84-21, 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 No. 84-21 further authorized and directed the Richland Planning Commission to develop and forward a recommendation to the Richland City Council as to the most appropriate zoning designation for the area proposed to be annexed; and

WHEREAS, the Richland Planning Commission held a public hearing on October 13, 2021 to consider an appropriate zoning designation for the proposed annexation area, and recommended the adoption of Suburban Agriculture (SAG) zoning for the property; and

WHEREAS, on December 7, 2021, Richland City Council adopted Resolution No. 152-21, authorizing the circulation of an annexation petition for annexation of the real property legally described in **Exhibit A** attached hereto; and

WHEREAS, a petition was circulated and signed by property owners representing 84.61% of the assessed value of the proposed annexation area, thereby exceeding the state requirement that owners representing at least sixty percent (60%) of the value of the proposed annexation area petition the City for annexation, with such value determined according to the assessed valuation for general taxation; and

WHEREAS, the Richland City Council held a public hearing to consider the annexation on June 21, 2022, 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, having given the matter and all information in the record due consideration, the Richland City 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 of Richland as follows:

Section 1. 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 2. The Richland Comprehensive Plan, adopted October 3, 2017 by passage of Ordinance No. 45-17 and as thereafter amended, shall serve as the comprehensive plan for the Annexed Area. All properties within the Annexed Area shall be designated as Low-Density Residential under the land use map that is part of the Richland Comprehensive Plan.

Section 3. 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 4. Title 23 of the City of Richland Municipal Code (RMC) and the Official Zoning Map of the City as adopted by Section 23.08.040 of said title are hereby amended by amending

Sectional Map No. 16, which is one of a series of maps constituting said Official Zoning Map, as shown on the attached **Exhibit B** bearing the number 16 together with 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 5. 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 Suburban Agriculture (SAG), as depicted on **Exhibit B**, attached hereto, when consideration is given to the interest of the general public.

Section 6. 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 the amended sectional map, as necessary, and an amended Annexation map, duly certified by the City Clerk as a true copy.

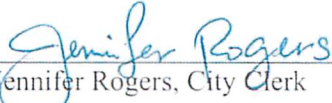
Section 7. As authorized and required by RCW 35.13.280, the City shall negotiate a new franchise with the solid waste collection service provider currently serving the Annexed Area on terms that are acceptable to the City and that comply with the City's Solid Waste Management Plan.

Section 8. This Ordinance shall take effect on the day following its publication in the official newspaper of the City of Richland.

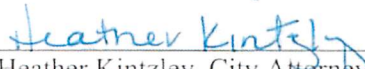
PASSED by the City Council of the City of Richland, Washington, at a regular meeting on the 5th day of July, 2022.


Michael Alvarez, Mayor

Attest:


Jennifer Rogers, City Clerk

Approved as to Form:


Heather Kintzley, City Attorney

First Reading: June 21, 2022
Second Reading: July 5, 2022
Date Published: July 10, 2022

Exhibit A to Ordinance No. 2022-20
Legal Description for Proposed Badger Mountain Estates Annexation

The Badger Mountain Estates annexation consists of the following:

Lots 1, 2, 3, 4, 5, 6, 7 & 8 Plat of Badger Mountain Estates, located within Section 26, Township 9 North, Range 28 East, W.M., Benton County, Washington.

This description includes the following **County Parcel Identification Numbers**:

126983020000025

126983020000024

126983020000006

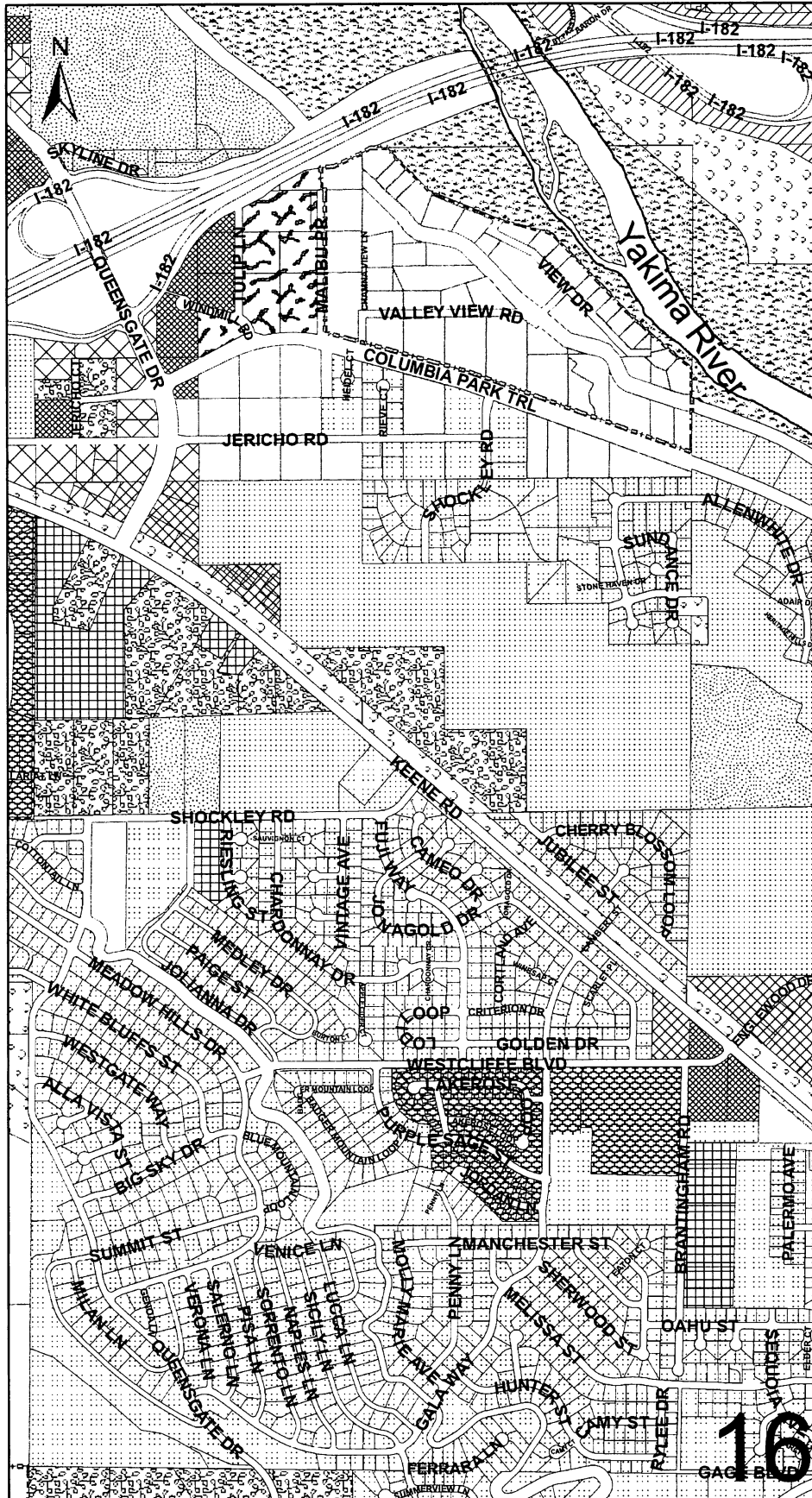
126983020000023

126983020000019

126983020000002

126983020000003

EXHIBIT B to Ordinance No 2022-20; Passed 07/05/22



WHEN RECORDED RETURN TO:

Richland City Clerk's Office
625 Swift Boulevard, MS-05
Richland, WA 99352

ORDINANCE NO. 2022-21

AN ORDINANCE OF THE CITY OF RICHLAND, WASHINGTON, ANNEXING APPROXIMATELY 300.1 ACRES OF LAND OWNED BY THE UNITED STATES DEPARTMENT OF ENERGY. THE PROPERTY IS DESCRIBED AS ASSESSOR'S TAX PARCEL NOS. 1-1108000000000 AND 1-14081000001003 AND IS GENERALLY LOCATED NORTH OF THE INTERSECTION OF HORN RAPIDS ROAD AND GEORGE WASHINGTON WAY, EAST OF STEVENS DRIVE, WEST OF THE COLUMBIA RIVER WITH THE NORTHERN BOUNDARY BEING THE SOUTH FENCE LINE OF THE "300 AREA" IN SECTIONS 10, 11, 14 & 15, TOWNSHIP 10 NORTH, RANGE 28 EAST W.M., BENTON COUNTY, WASHINGTON, PROVIDING FOR ASSUMPTION OF EXISTING CITY INDEBTEDNESS, AND AMENDING THE OFFICIAL ZONING MAP.

WHEREAS, the City received a notice of intent to annex from Pacific Northwest National Laboratory (PNNL) on behalf of the United States Department of Energy (DOE), owner of real property described as Assessor's Tax Parcel Nos. 1-1108000000000 and 1-14081000001003, the value of which constituted 100% of the proposed annexation area and so qualified to commence annexation proceedings for annexation into the City of Richland; and

WHEREAS, on July 20, 2021, a meeting was held between the initiating party of this annexation and the Richland City Council, at which time City Council adopted Resolution No. 95-21, 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 No. 95-21 further authorized and directed the Richland Planning Commission to develop and forward a recommendation to the Richland City Council as to the most appropriate zoning designation for the area proposed to be annexed; and

WHEREAS, the Richland Planning Commission held a public hearing on October 13, 2021 to consider an appropriate zoning designation for the proposed annexation area, and recommended adoption of Business Research Park (B-RP) and Natural Open Space (NOS) zoning for the property; and

WHEREAS, on December 7, 2021, Richland City Council adopted Resolution No. 153-21, authorizing the circulation of an annexation petition for annexation of the real property legally described in **Exhibit A** attached hereto; and

WHEREAS, a petition was circulated and signed by the property owner representing 100% of the assessed value of the proposed annexation area, thereby exceeding the state requirement that owners representing at least sixty percent (60%) of the value of the proposed annexation area petition the City for annexation, with such value determined according to the assessed valuation for general taxation; and

WHEREAS, the Richland City Council held a public hearing to consider the annexation on June 21, 2022, 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, having given the matter and all information in the record due consideration, the Richland City 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 of Richland as follows:

Section 1. 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 2. The Richland Comprehensive Plan, adopted October 3, 2017 by passage of Ordinance No. 45-17 and as thereafter amended, shall serve as the comprehensive plan for the Annexed Area. All property within the Annexed Area shall be designated as Business Research Park and Natural Open Space under the land use map that is part of the Richland Comprehensive Plan.

Section 3. Unless otherwise legally exempted, 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 4. Title 23 of the City of Richland Municipal Code (RMC) and the Official Zoning Map of the City as adopted by Section 23.08.040 of said title are hereby amended by amending Sectional Map Nos. 1, 2 and 3, which are three (3) maps of a series of maps constituting said Official Zoning Map, as shown on the attached **Exhibit B** bearing the numbers 1, 2 and 3 together with 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 5. 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 Business Research Park (B-RP) and Natural Open Space (NOS), as depicted on **Exhibit B**, attached hereto, when consideration is given to the interest of the general public.

Section 6. 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 the amended sectional maps, as necessary, and an amended Annexation map, duly certified by the City Clerk as a true copy.

Section 7. As authorized and required by RCW 35.13.280, the City shall negotiate a new franchise with the solid waste collection service provider currently serving the Annexed Area on terms that are acceptable to the City and that comply with the City's Solid Waste Management Plan.

Section 8. This Ordinance shall take effect on the day following its publication in the official newspaper of the City of Richland.


PASSED by the City Council of the City of Richland, Washington, at a regular meeting on the 5th day of July, 2022.


Michael Alvarez, Mayor

Attest:


Jennifer Rogers, City Clerk

Approved as to Form:


Heather Kintzley, City Attorney

First Reading: June 21, 2022
Second Reading: July 5, 2022
Date Published: July 10, 2022

Exhibit A

Legal Description for Proposed 300.1-Acre USDOE/PNNL Annexation

The 300.1-Acre USDOE/PNNL annexation consists of the following:

THOSE PORTIONS OF SECTIONS 14, 15 AND 11, TOWNSHIP 10 NORTH, RANGE 28 EAST, OF THE WILLAMETTE MERIDIAN, BENTON COUNTY, WASHINGTON, LYING WESTERLY OF THE ORDINARY HIGH WATER LINE OF THE COLUMBIA RIVER AND NORTHERLY, NORTHEASTERLY, AND EASTERLY AND SOUTHERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT ON LINE WHICH BEAR N 89°09'09" E, 49.42 FEET FROM UNITED STATES CORPS OF ENGINEERS MONUMENT (U.S.C.O.E.) "CH-2" ON THE NORTH BOUNDARY OF THAT TRACT OF LAND CONVEYED TO THE PORT OF BENTON, AS DESCRIBED IN QUIT CLAIM DEED FROM THE U.S.A. TO THE PORT OF BENTON, RECORDED IN AUDITOR'S FILE NO. 521608, RECORDS OF BENTON COUNTY; SAID POINT BEING AT THE INTERSECTION OF SAID LINE WITH THE ORDINARY HIGH WATERLINE OF THE COLUMBIA RIVER; THEN S 89°08'17" W, 504.97 FEET ALONG SAID NORTH BOUNDARY TO U.S.C.O.E. MONUMENT DESIGNATED AS "CH-3"; THENCE S 89°11'36" W, 833.29 FEET ALONG SAID BOUNDARY TO U.S.C.O.E. MONUMENT DESIGNATED "CH-4"; THENCE S 89°10'51" W, 391.11 FEET ALONG SAID BOUNDARY TO A POINT ON CURVE ON THE WESTERLY RIGHT OF WAY OF GEORGE WASHINGTON WAY; (THE RADIUS CENTER OF SAID CURVE BEARS S 57°44'17" W, 1265.82 FEET); THENCE NORTHWESTERLY, 101.70 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°36'12" TO A POINT OF TANGENCY; THENCE N 36°51'59" W, 2335.88 FEET ALONG THE WESTERLY MARGIN OF GEORGE WASHINGTON WAY TO A POINT OF CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 855.00 FEET; THENCE NORTHWESTERLY, 573.62 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 38°26'24" TO A POINT OF TANGENCY; THENCE N 75°18'23" W, 613.33 FEET TO A LINE BEING THE NORTHERLY PROJECTION OF THE EASTERLY RIGHT OF WAY LINE OF STEVENS DRIVE; THENCE N 00°19'06" W, 748.55 FEET ALONG SAID LINE; THENCE N 89°10'00" E, 3886.22 FEET TO THE ORDINARY HIGH WATERLINE OF THE COLUMBIA RIVER AND THE TERMINUS OF SAID DESCRIBED LINE.

CONTAINS 214.5 ACRES, MORE OR LESS, SUBJECT TO EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD.

AND-

ALL THAT PORTION OF THE SOUTH HALF OF SECTION 11, TOWNSHIP 10 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, BENTON COUNTY, WASHINGTON, LYING EASTERLY OF THE MOST EASTERLY LANE OF STEVENS DRIVE AND WESTERLY OF THE ORDINARY LINE OF HIGH WATER OF THE COLUMBIA RIVER DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHWESTERLY CORNER OF THAT TRACT OF LAND SHOWN AS THE BATTELLE-PSE SITE, ACCORDING TO RECORD SURVEY RECORDED IN VOLUME 1 OF SURVEYS, PAGE NO. 3673, UNDER AUDITOR'S FILE NO. 2006-034599 (SAID POINT BEARS N 01°47'33" W, 3270.55 FEET FROM NATIONAL GEODETIC SURVEY MONUMENT "8324");

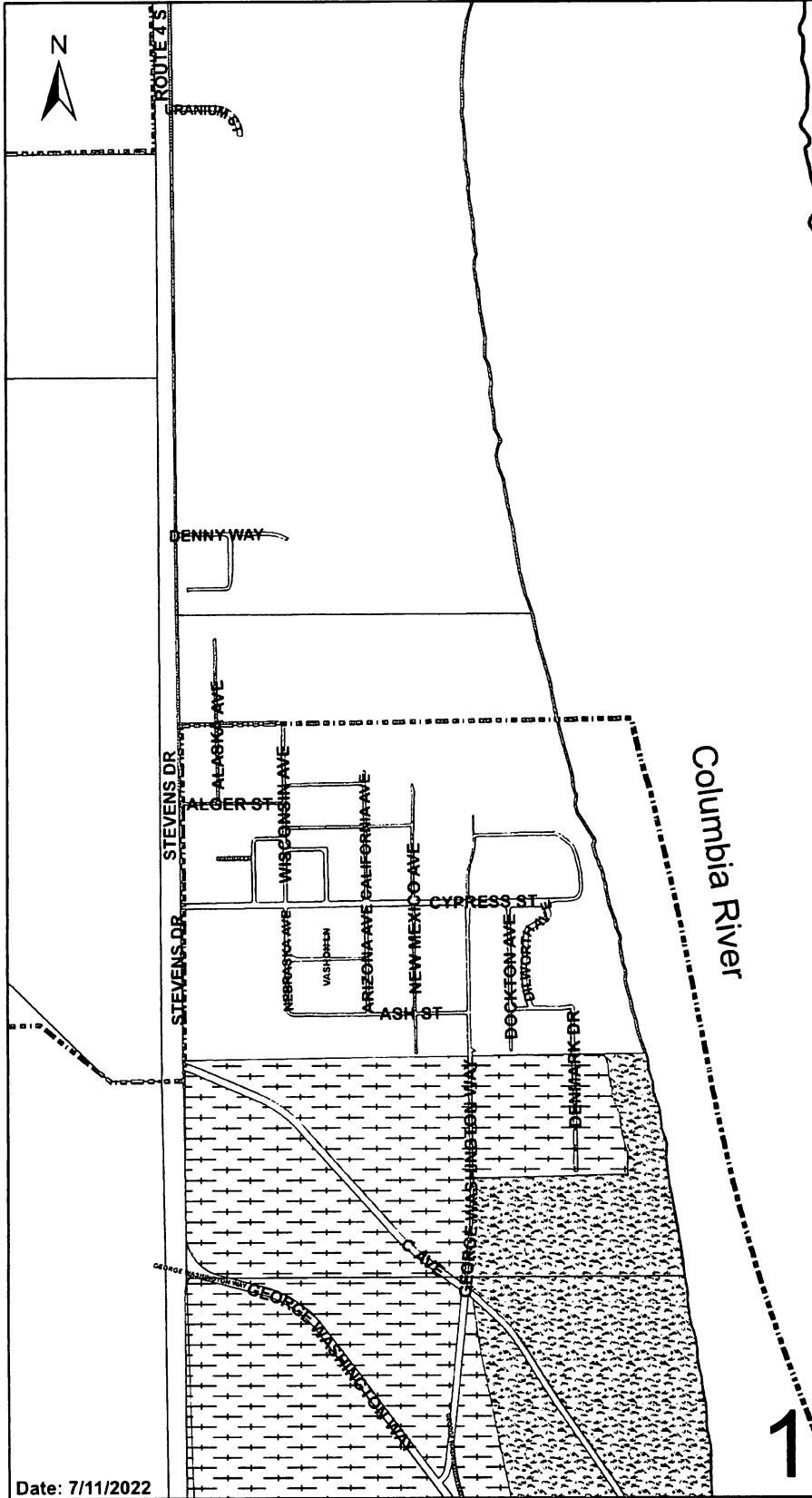
THENCE N 00°19'06" W, 979.72 FEET ALONG THE EAST LINE OF STEVENS DRIVE; THENCE N 89°09'20" E, 3699.7 FEET MORE OR LESS TO THE LINE OF ORDINARY HIGH WATER OF THE COLUMBIA RIVER; THENCE SOUTHERLY 996.4 FEET ALONG SAID LINE OF ORDINARY HIGH WATER TO THE NORTH LINE OF SAID RECORD SURVEY NO. 3673; SAID POINT BEARS N 89°10'00" E, 3886.22 FEET FROM THE POINT OF BEGINNING.

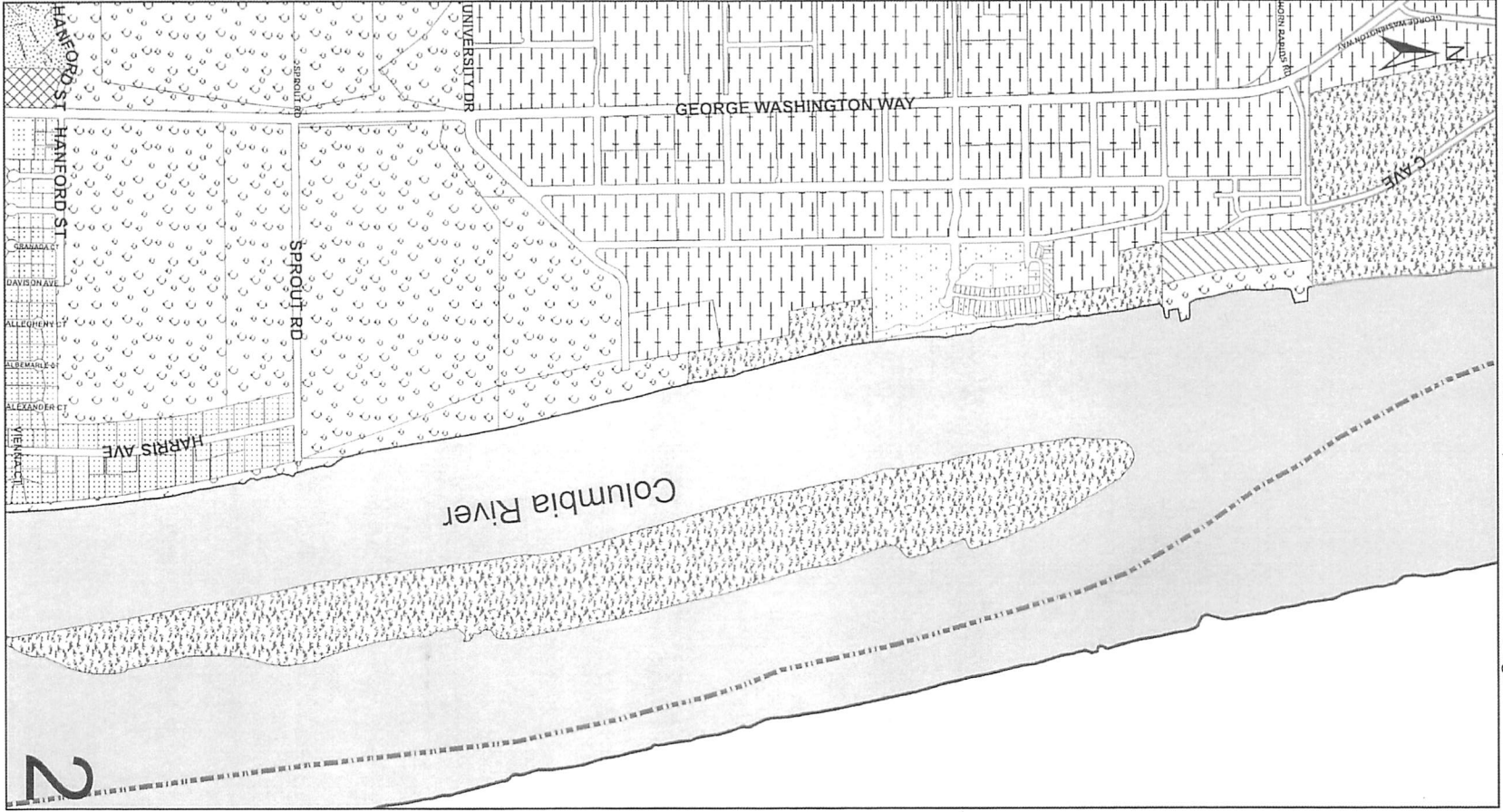
CONTAINING 85.6 ACRES, MORE OR LESS.

This description includes the following **County Parcel Identification Numbers**:

114081000001003

A Portion of: 111080000000000





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