

Appendix M

Agreements

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A G R E E M E N T

THIS AGREEMENT made and entered into this 31st day of JANUARY, 1967, by and between the CITY OF RICHLAND, hereinafter called "Richland", and the CITY OF KENNEWICK, hereinafter called "Kennewick", both municipal corporations of the State of Washington.

WHEREAS, Richland and Kennewick intend to expand their sewer and water systems respectively in order to be able to furnish these services to a greater area, and

WHEREAS, there is an area of land lying between the two parties which might be served by the cities with these utilities, and

WHEREAS, in order to make it economically sound to expend funds to expand these utilities, it is expedient that the parties enter into an agreement guaranteeing that each will have the exclusive right to furnish these services in certain areas and to further outline the terms of certain other incidental points of agreement.

NOW, THEREFORE, the parties hereby agree as follows:

1. Kennewick shall have the exclusive right to furnish domestic water services and sewer services to the following described area located in Benton County, Washington:

All portions of Sections 27, 28, 29, 30, 31, 32, 33, 34, 35, and 36, in Township 9 North, Range 29 East, W.M., lying south of the Columbia Irrigation District canal right-of-way, and all that portion of Township 9 North, Range 29 East, W.M., presently included in Columbia Park maintained by Benton County, Washington, and all of Township 8 North, Range 29 East, W. M., EXCEPT any portion of above described lands included within the present boundaries of the City of Richland, a municipal corporation.

2. Richland shall have the exclusive right to furnish domestic water services and sewer services to the following described area located in Benton County, Washington:

Those portions of Sections 23 and 24, Township 9 North, Range 28 East, W.M., lying south of Yakima River and Sections 25 and 36, Township 9 North, Range 28 East, W.M. Also any portion of Township 9 North, Range 29 East, W.M., Benton County, Washington, not included in Paragraph 1 above.

1 Any portion of the above described areas included within the
2 boundaries of the present city limits of the City of Richland or
3 the City of Kennewick is excluded from this Agreement, since the parties hereto agree that
4 Richland and Kennewick shall continue to have exclusive right to
5 furnish both domestic water services and sewer services within
6 those areas now included within the respective boundaries of each
7 city.

8 3. It is acknowledged that most of the above areas are
9 presently outside the city limits of the two parties. If any of
10 the areas involved are annexed by either of the parties hereto,
11 this will not affect the exclusive rights granted by this agree-
12 ment in the event of such annexation, it shall continue to be the
13 responsibility of the serving city, at its own expense, to con-
14 struct trunk water or sewer extensions within the annexed area in
15 accordance with normal policy of the serving utility. Distribution
16 or lateral system extensions within the annexed area would not be
17 the responsibility of the serving city but would be constructed by
18 means of a Local Improvement District or by the city to which the
19 area is annexed at such city's own expense. In the event of annexa-
20 tion, the annexing city agrees to grant to the other city whatever
21 easements are necessary for the construction of such trunk systems.

22 4. Richland will have the option to purchase from Kennewick
23 at commercial rates a domestic water supply sufficient to serve
24 the following described area located in Benton County, Washington.

25 Those portions of Sections 23 and 24, Township 9 North,
26 Range 28 East, W.M., lying south of Yakima River and
27 Sections 25 and 36, Township 9 North, Range 28 East, W.M.,
Also any portion of Township 9 North, Range 29 East, W.M.,
Benton County, Washington, not included in Paragraph 1 above.

28 It will be the responsibility of Richland to construct a trunk and
29 distribution system to serve this area. Kennewick shall deliver
30 such water at the south line of the Columbia Irrigation District
31 canal right-of-way on Colorado Street and shall furnish adequate
32 metering service within eight months after Richland gives written

1 notice of estimated amounts to be required. Kennewick will provide
2 and adequate fire flow by-pass to said meter connection.

3 5. If an area is annexed to the non-serving city, the serving
4 city has the right to provide services to that area under the terms
5 of this agreement, and will charge customers receiving these ser-
6 vices at the same rate which would be charged if that area were
7 within the city limits of the serving city.

8 6. It is recognized that in the event of annexation one of
9 the parties may have to grant a franchise to the other party and
10 both parties agree to grant whatever franchise may be necessary
11 to carry out the terms of this agreement.

12 7. If either of the parties annex an area covered by the
13 terms of this agreement and the other city which has the exclusive
14 right to furnish a service to that area fails within six months of
15 annexation to make a commitment to serve said area and also fails
16 to make preparations to accomplish said service and within two
17 years has not substantially completed the furnishing of trunk
18 service, then this agreement shall not apply to that given area.
19 Further, both parties agree that when they furnish services to a
20 given area said services must be of an over-all quality which is
21 substantially equal to the services furnished within the serving
22 city's limits or this agreement will not apply to that area.

23 8. This agreement shall remain in effect until January 1, 1990
24 and shall thereafter be automatically extended for five year periods
25 unless either party gives a written notice of its intention to can-
26 cel the agreement at least six months prior to any termination
27 date.

28 9. All claims, demands, disputes, differences, controversies
29 and misunderstandings that may arise between the parties shall be
30 submitted to and be determined and settled by arbitration. In the
31 event a matter evolves which requires arbitration both parties
32 shall select one arbitrator each and the two arbitrators so selected

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shall appoint a third arbitrator. The three arbitrators shall meet and shall give the opportunity to each party to present his case and witnesses, if any, in the presence of the other and shall then make their award; and the award of the majority of the arbitrators shall be binding upon the parties hereto and judgment may be entered thereon in any Court having jurisdiction. Such award shall include the fixing of the expense of the arbitration and assessment of same against either or both parties. The parties expressly acknowledge that due to the long duration of this agreement it is conceivable that a change of circumstances may occur so that if the agreement were literally followed it might cause undue hardship on one or the other of the parties. Should either of the parties think that this situation exists it shall have the right to seek relief by placing the matter into arbitration.

CITY OF KENNEWICK

CITY OF RICHLAND

By *H. Almgren*
Manager

By *Murray H. Sullivan*
Manager

Attest:

Attest:

Helen L. Carpenter
City Clerk

Carl W. Kuegel
City Clerk

WATER SERVICE AGREEMENT

THIS AGREEMENT, made and entered into this 31st day of August, 1977, by and between the CITY OF RICHLAND, a Washington municipal corporation, hereinafter referred to as "RICHLAND", and the CITY OF KENNEWICK, A Washington municipal corporation, hereinafter referred to as "KENNEWICK",

W I T N E S S E T H:

WHEREAS, there has been in effect between the parties hereto an Agreement entered into on the 31st day of January, 1967, apportioning certain areas wherein the City of Richland has exclusive right to furnish domestic water and sewer services, and the City of Kennewick likewise having exclusive right to furnish domestic water and sewer services, and further defining the area within which the Richland service boundaries, wherein Richland has the option to purchase certain quantities of water from the City of Kennewick, and

WHEREAS, the purpose of said Agreement was to provide for the orderly and economical furnishing of domestic water and sewer services to areas beyond the city limits of the cities of Kennewick and Richland, and

WHEREAS, these areas have subsequently annexed to the cities of Kennewick and Richland, and the boundary line between the said cities having been determined, and

WHEREAS, to provide for the continued supply of domestic water and sewer services to said area within the capability of the City of

Kennewick,

NOW, THEREFORE, inconsideration of the mutual promises herein contained, the parties agree as follows:

1. That the Agreement between the City of Richland and the City of Kennewick dated the 31st day of January, 1967, be and hereby is mutually rescinded and shall have no further force and effect.

2. That Kennewick shall have the exclusive right to furnish domestic water and sewer services to the following described area located in Benton County, Washington:

All portions of Sections 27, 28, 29, 31, 32, 33, 34, 35, and 36, in Township 9 North, Range 29 East W.M., lying south of SR-246² right of way; all those portions of Section 30 in Township 9 North, Range 29, East W.M. lying south of the Columbia Irrigation District Canal right of way; and all that portion of township 9 North, Range 29 East, W.M., presently included in Columbia Park maintained by Benton County, Washington, and all of Township 8 North, Range 29 East, W.M., and that portion of Section 25 in Township 9 North, Range 28 East, W.M., included within the present boundaries of the City of Kennewick, a municipal corporation. EXCEPT any portion of the above described lands included within the present boundaries of the City of Richland, a municipal corporation.

3. Richland shall have the exclusive right to furnish domestic water and sewer services to the following described area located in Benton County, Washington:

Those portions of Section 23 and 24, Township 9 North, Range 28 East, W.M., lying south of the Yakima River and Sections 25 and 36, Township 9 North, Range 28 East, W.M.

Also, any portion of Township 9, North, Range 29 East, W.M., Benton County, Washington, not included in paragraph (1) above, except that portion of Section 25, in Township 9 North, Range 28 East, W.M. included within the present boundaries of the City of Kennewick, a municipal corporation.

4. Richland shall have the option to purchase from Kennewick at commercial rates, a domestic water supply sufficient to serve the following described area located in Benton County, Washington:

Those portions of Sections 25, Township 9 North, Range 28 East, W.M. lying north of the Columbia Irrigation District Canal right of way, and east of the right of way for Leslie Road, also any portion of Township 9 North, Range 29 East, W.M., Benton County, Washington, not included in paragraph (1) above.

5. Kennewick shall make available to Richland, a maximum of 1.5 million gallons of domestic water per day for service to the area described in paragraph (4) above; provided, however, that nothing contained herein shall require Richland to take from Kennewick 1.5 million gallons per day, nor any amount save that which is actually required by Richland for service to the area described in paragraph (4) above.

6. To the extent applicable and to the extent required by law, the City of Richland agrees to adhere to the provisions of the Public Water System Coordination Act of 1977 and Rules and Regulations of the State Board of Health Regarding Public Water Supplies with respect to providing domestic water services to that area described in paragraph (4) above. This agreement shall remain in effect until January 1, 1990.

7. All claims, demands, disputes, differences, controversies and misunderstandings concerning this agreement that may arise between the parties shall be submitted to and be determined and settled by arbitration. In the event a matter evolves which requires arbitration, both parties shall select one arbitrator each and the two arbitrators so selected shall appoint a third arbitrator. The three arbitrators shall meet and shall give the opportunity to each party to present his case

and witnesses, if any, in the presence of the other and shall then make their award; and the award of the majority of the arbitrators shall be binding upon the parties hereto and judgment may be entered thereon in any court having jurisdiction. Such award shall include the fixing of the expense of the arbitration and assessment of same against either or both parties. The parties expressly acknowledge that due to the long duration of this agreement, it is conceivable that a change of circumstances may occur so that if the Agreement were literally followed it might cause undue hardship on one or the other of the parties. Should either of the parties think that this situation exists, it shall have the right to seek relief by placing the matter into arbitration.

DATED this 31 day of August, 1977.

CITY OF KENNEWICK

BY:

Joseph W. Painter
City Manager

ATTEST:

M. A. Price
City Clerk

APPROVED AS TO FORM:

BY:

James B. Van
City Attorney

CITY OF RICHLAND

BY:

Neal J. Shulman
City Manager (Acting)

Leah Stuber
Deputy City Clerk

APPROVED AS TO FORM:

BY:

Neal J. Shulman
City Attorney

**AGREEMENT BETWEEN THE
CITIES OF RICHLAND AND KENNEWICK
CONCERNING URBAN GROWTH BOUNDARIES**

WHEREAS, certain differences have arisen between the City of Richland and the City of Kennewick regarding the establishment of Urban Growth Boundaries in the area surrounding the I-82 Badger Canyon Interchange and an unincorporated residential area known as El Rancho Reata, Rancho del Rey and Lorraine J Ranch subdivisions; and

WHEREAS, it is the desire of the two cities to resolve any such differences in a cooperative manner that will result in enhanced relations and will work to the benefit of the residents of both communities as well as the residents of the unincorporated residential areas; and

WHEREAS, discussions between the Mayors of each city and respective city staffs have resulted in mutual agreement as to solutions; and

WHEREAS a meeting of representatives of both City Councils and residents of the unincorporated residential areas was conducted on November 10, 1993 in order to explain the proposed agreement and solicit comment; and

WHEREAS, the City Councils of each city desire to achieve the spirit and intent of the State of Washington's Growth Management Act in regard to establishment of urban growth boundaries;

NOW, THEREFORE, in consideration of the promises and understandings of the parties, it is agreed between the cities of Richland and Kennewick as follows:

1. URBAN GROWTH BOUNDARIES

The Washington Central Railroad line and right-of-way (formerly the Burlington Northern Railroad) shall become the line of demarcation between the two urban growth areas beginning at the existing common city limits boundary on the north and east and extending to the south and west to the I-82 right-of-way and interchange in Badger Canyon. Lands lying to the south and east of this line shall be designated as being in the Kennewick Urban Growth Boundary and land lying to the north and west of this line shall be designated in the Richland Urban Growth Boundary. The unincorporated residential areas of El Rancho Reata, Rancho del Rey and Lorraine J Ranch shall be in the Richland Urban Growth Boundary as agreed by the parties if Richland chooses to so include. Lands lying south of the I-82 right-of-way are not specifically addressed by this agreement, although Kennewick and Richland are

allowed to pursue these areas if they so desire.

2. WATER SERVICE AREAS

Richland agrees to modify its water/sewer service area boundaries so as to delete any areas which would lie within the boundaries agreed upon in Section 1 of this document.

3. EL RANCHO REATA WATER SYSTEM

The City of Kennewick recognizes that the El Rancho Reata area is within Richland's urban growth boundaries pursuant to this agreement. The City of Kennewick has no interest in purchasing the El Rancho Reata water system now or in the future. However, if the water system is purchased by the City of Kennewick, the City of Kennewick agrees to sell the water system to the City of Richland if the area served by the water system is annexed into the City of Richland.

4. COOPERATION ON SERVICE

Opportunities to cooperate in provision of municipal water and sewer services exists along the interface of the two communities. Richland and Kennewick wish to physically link water and sewer systems whenever possible provided such connections prove to be mutually beneficial to both cities. The cities agree to cooperate in instances where extension of services into unincorporated areas in one city's urban growth area can be more efficiently accomplished by the other city. Specific contracts for such service would be enacted and adjustments to service and provider of service would be made as these unincorporated areas are annexed.

5. The City of Richland and the City of Kennewick agree to use their best efforts to coordinate road improvements and connect streets where the road improvements impact the other City or the road connections benefit both Cities. The City of Richland and the City of Kennewick agree to work cooperatively to assure the extension of Clearwater Avenue to the Badger Canyon/I-82 Interchange so that road modifications made in this area will meet the traffic requirements of both the City of Richland and the City of Kennewick.

6. TERMINATION OF PRIOR AGREEMENT

That certain agreement dated September 6, 1988 between Richland and Kennewick concerning Columbia Park and Badger Canyon is hereby terminated and replaced by this agreement, with the exception of Section 1.b and 1.c, the pertinent portions of which are incorporated herein as follows:

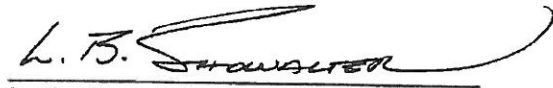
A.) The campground will be operated and maintained by the City of

Kennewick, including that portion of the campground lying within the area of Columbia Park annexed to the City of Richland. All revenues derived from the operation of the campground will accrue to the City of Kennewick and shall continue to accrue to Kennewick so long as Kennewick shall operate and maintain the land as a campground.

B.) At such time as the campground ceases to be operated and maintained as a campground, that portion within the corporate limits of the City of Richland shall be under the control of Richland.

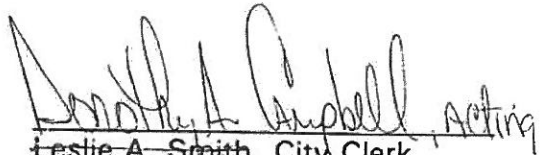
This agreement is entered into this 27th day of JANUARY, 1994.

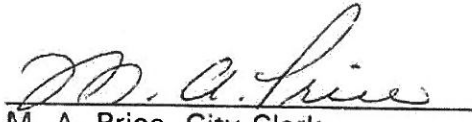

James D. Hansen, Mayor
City of Richland


L. B. Showalter, Mayor
City of Kennewick

Attest:

Attest:


Leslie A. Smith, City Clerk


M. A. Price, City Clerk

Approved as to form:

Approved as to form:


Thomas O. Lampson, City Attorney


William L. Cameron, City Attorney

WATER / SEWER SERVICE AGREEMENT

WHEREAS, the City of Kennewick and City of Richland have entered into an agreement dated January 27, 1994 concerning urban growth boundaries in the area surrounding the I-82 Badger Canyon interchange; and

WHEREAS, within the referenced agreement, the Cities agree to cooperate in the provision of municipal water and sewer services along the common boundary of the two cities; and

WHEREAS, subsequent to the execution of the referenced agreement, the City of Kennewick has extended utilities for both water and sewer service parallel to the common boundary between the two cities; and

WHEREAS, the City of Richland to-date has not extended water or sewer service to the referenced area; and

WHEREAS, both the cities of Richland and Kennewick have been approached by developers requesting both water and sewer service in the referenced area, specifically within the City of Richland's service area; and

WHEREAS, the City of Richland wishes to design and construct a water intertie and a sewer tie-in structure which will accommodate the request of the developers; and

WHEREAS, the City of Richland has requested that the City of Kennewick consider providing water and sewer service across the common boundary to accommodate the developers' request until such time as the City of Richland extends its water and sewer infrastructure to serve this area; and

WHEREAS, the City of Kennewick wishes to accommodate this request for service on a limited and temporary basis within the appropriate federal, state and local regulations and under appropriate operating conditions and hydraulic capacities of its existing water and sewer infrastructure;

NOW, THEREFORE, it is hereby agreed between the City of Kennewick and the City of Richland as follows:

Section 1 - Location of Water Intertie

In consideration of the acknowledgements herein contained, the City of Kennewick shall allow the City of Richland to tie into the existing City of Kennewick water transmission mainline with a 16" water line at a location generally described as northeast of the City of Kennewick's Leslie Road Sewer Lift Station and at a detailed location as shown on the attached plan marked Exhibit A.

Section 2 - Cost of Design and Construction of Water Intertie

The City of Richland shall be responsible for and shall pay for the total cost of design and construction of this water system intertie.

Section 3 - Easements / Rights-of-Way for Water Intertie

The City of Kennewick shall allow the City of Richland to utilize existing City of Kennewick rights-of-way, where appropriate, to construct the intertie and the portion of the Richland 16" water main feeding the intertie. The City of Richland shall be responsible to obtain the necessary easements outside the City of Kennewick rights-of-way.

Section 4 - Payment of Water Area Charge(s)

The City of Richland agrees to pay a water area charge based upon the square footage of property to be served by this intertie. Payment shall be made to the City of Kennewick prior to service through the intertie and shall be at the rate in effect at the time of payment. Multiple payments of area charges may be applicable assuming the property is to be developed in phases. (The present rate is \$0.015 per square foot of developed property.)

Section 5 - Future Use of Water Intertie / Review of Plans

Both parties acknowledge that although the original design of this intertie shall be for one-way flow from the City of Kennewick service area to the City of Richland service area, that future revisions to the intertie are foreseen that will allow two-way operations for emergency water service. As such, the City of Kennewick shall be allowed to review all plans prior to advertisement for bid and shall be included in planning, review and approval of any future revision to the original intertie.

Section 6 - Maintenance of Water Intertie

The City of Richland shall be responsible for maintaining and repairing both the intertie and the feeder 16" water main.

Section 7 - Local, State and Federal Regulatory Applicability

Approval of the connection to the City of Kennewick water system via this intertie shall be subject to all other local, state and/or federal regulations, including but not limited to any requirements imposed by the Washington State Department of Health and the Washington State Department of Ecology related to water rights and water system interties.

Section 8 - Quality of Water

The City of Kennewick warrants that the water delivered through this intertie shall be at all times of like quality to that delivered to City of Kennewick domestic and commercial users in the geographic location of the intertie, but otherwise disclaims all warranties as to the quality of said water for any purpose whatsoever.

Section 9 - Payment for Water Service

All water use through the intertie shall be metered. The City of Kennewick shall regularly read the meter and bill the City of Richland monthly for water use at the lowest available outside (County) commercial rate in effect at the time of billing. Said payment shall be made by the City of Richland to the City of Kennewick within 30 days of receipt of said bill.

Section 10 - Use of Water Limited

The use of water authorized by this agreement shall be limited to normal domestic and/or commercial use.

Section 11 - Flow Rate and Volume of Water Limited

The flow through the intertie shall be limited to a maximum instantaneous rate of 200 gallons per minute (gpm) and an annual volume of 170 acre-ft. Upon implementation of any water restrictions within the City of Kennewick water service area, the City of Kennewick reserves the right to discontinue service through this intertie until such time as the restrictions are lifted.

Section 12 - Future Conditions of Use of Water Intertie

Upon future revision of this intertie to include two-way flow, any water use by the City of Kennewick shall also be metered and paid for at the lowest available commercial rate from the City of Richland at the time of billing. The City of Richland specifically reserves the right to establish the flow limitations and conditions with amendment to this agreement for future two way use of this water system intertie.

Section 13 - Location of Wastewater Tie-in

The City of Kennewick shall allow the City of Richland to tie into the City of Kennewick's wastewater conveyance system via connection to an existing sanitary sewer manhole which presently feeds the existing Leslie Lift Station wet well (see detailed location on attached Exhibit B). The connection will be made from an 8" pressure sewer force main. All materials and construction shall be in accordance with the City of Kennewick Standard Specifications.

Section 14 - Cost of Design and Construction of Wastewater Tie-in

The City of Richland shall be responsible for and shall pay for the total cost to design and construct the tie-in to the City of Kennewick's wastewater conveyance system.

Section 15 - Easements / Rights-of-Way for Wastewater Tie-in

The City of Richland shall be responsible for obtaining appropriate easements needed outside of existing City of Kennewick rights-of-way to connect to the existing City of Kennewick system.

Section 16 - Payment of Sewer Area Charge(s)

The City of Richland agrees to pay a sewer area charge based upon the square footage of property to be served by this tie-in. Payment shall be made to the City of Kennewick prior to service through the tie-in and shall be at the rate in effect at the time of payment. Multiple payments of area charges may be applicable assuming the property is to be developed in phases. (The present rate is \$0.04 per square foot of developed property.)

Section 17 - Review of Plans for Wastewater Tie-in

The City of Kennewick shall be allowed to review all plans prior to advertisement for bid for both the original tie-in and for any subsequent revision or modification of the tie-in.

Section 18 - Maintenance of Wastewater Tie-in

The City of Richland shall be responsible for maintaining and repairing the tie-in to the sanitary sewer within the City of Kennewick right of way. Notice shall be given, 24 hours in advance when possible, to the City of Kennewick prior to accomplishing any maintenance within the City of Kennewick rights-of-way.

Section 19 - Local, State and Federal Regulatory Applicability

Approval of the connection to and use of the City of Kennewick sanitary sewer system shall be subject to all other local, state and/or federal regulations, including but not limited to any City of Kennewick wastewater pretreatment requirements.

Section 20 - Payment for Wastewater Service

The City of Kennewick will bill the City of Richland for sewer use based on the percentage of water usage at the lowest available outside (County) commercial sewer usage rate in effect at the time of billing. Said payment shall be made by the City of Richland to the City of Kennewick within 30 days of receipt of said bill.

Section 21 - Right of City of Kennewick to Discontinue Wastewater Service

Use of this tie-in is subject to the conditions set forth in the City of Kennewick's latest revision of its sewer use ordinance. The City of Kennewick reserves the right to immediately discontinue use of this service should it be determined that the waste stream is causing unreasonable deterioration to City of Kennewick pipes, pumps and/or other infrastructure associated with its use or is deemed to be associated with any odor problems within the Kennewick system.

Section 22 - Flow Rate of Wastewater Service Limited

Flow shall be limited to a maximum instantaneous rate of 180 gallons per minute.

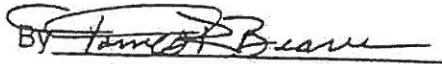
Section 23 - Termination

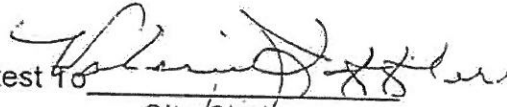
Both parties reserve the right to terminate this agreement for cause. Termination notice shall be submitted in writing within thirty (30) days of discontinuation of service, setting forth the reasons for termination.

CITY OF RICHLAND


By 
Mayor Larry Haler

CITY OF KENNEWICK

By 
Mayor James Beaver

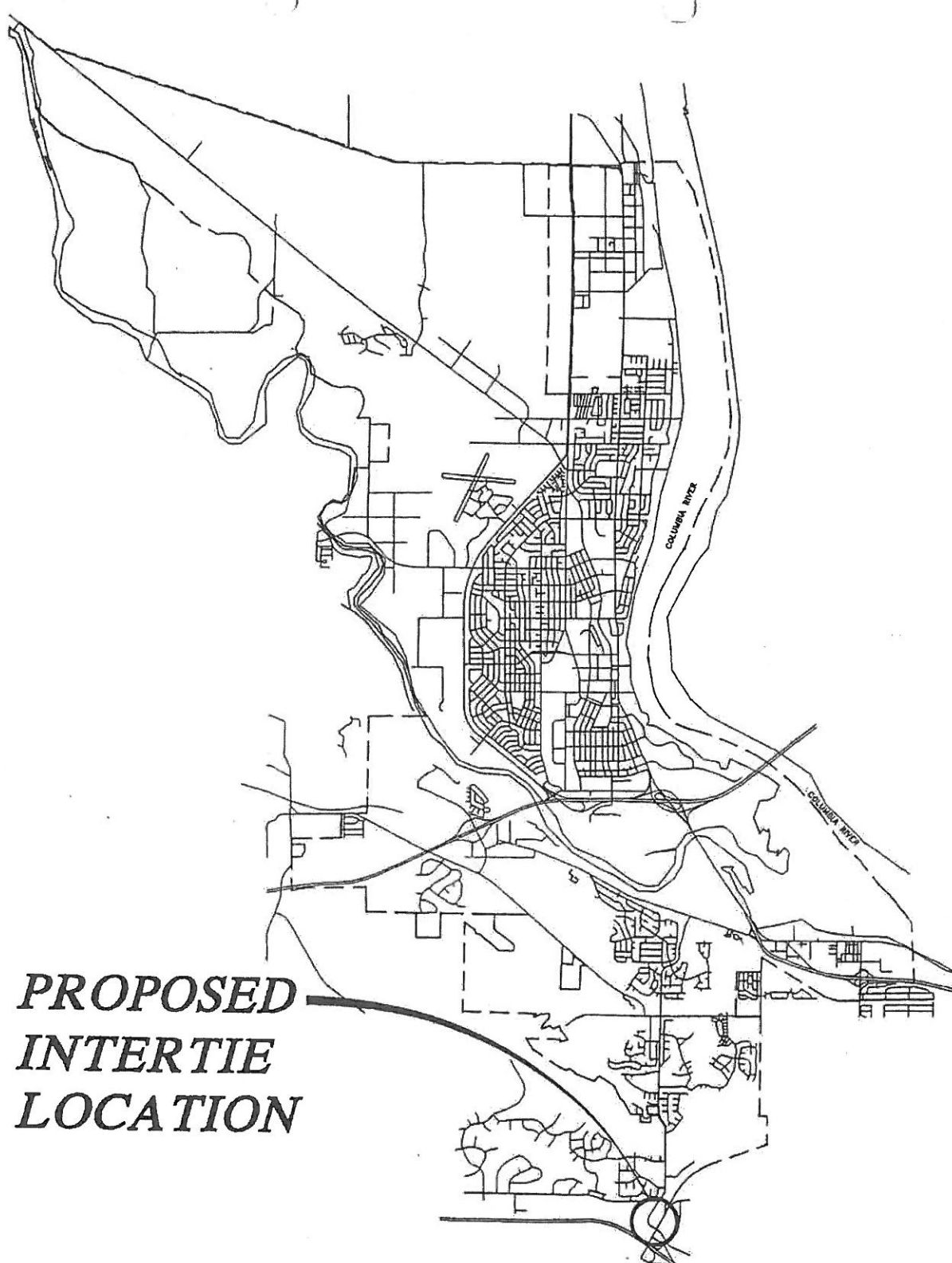
Attest To 
City Clerk

APPROVED AS TO FORM

By 
City Attorney

By 
City Attorney

Dated March 2, 1999



**PROPOSED
INTERTIE
LOCATION**

CITY OF RICHLAND

VICINITY MAP

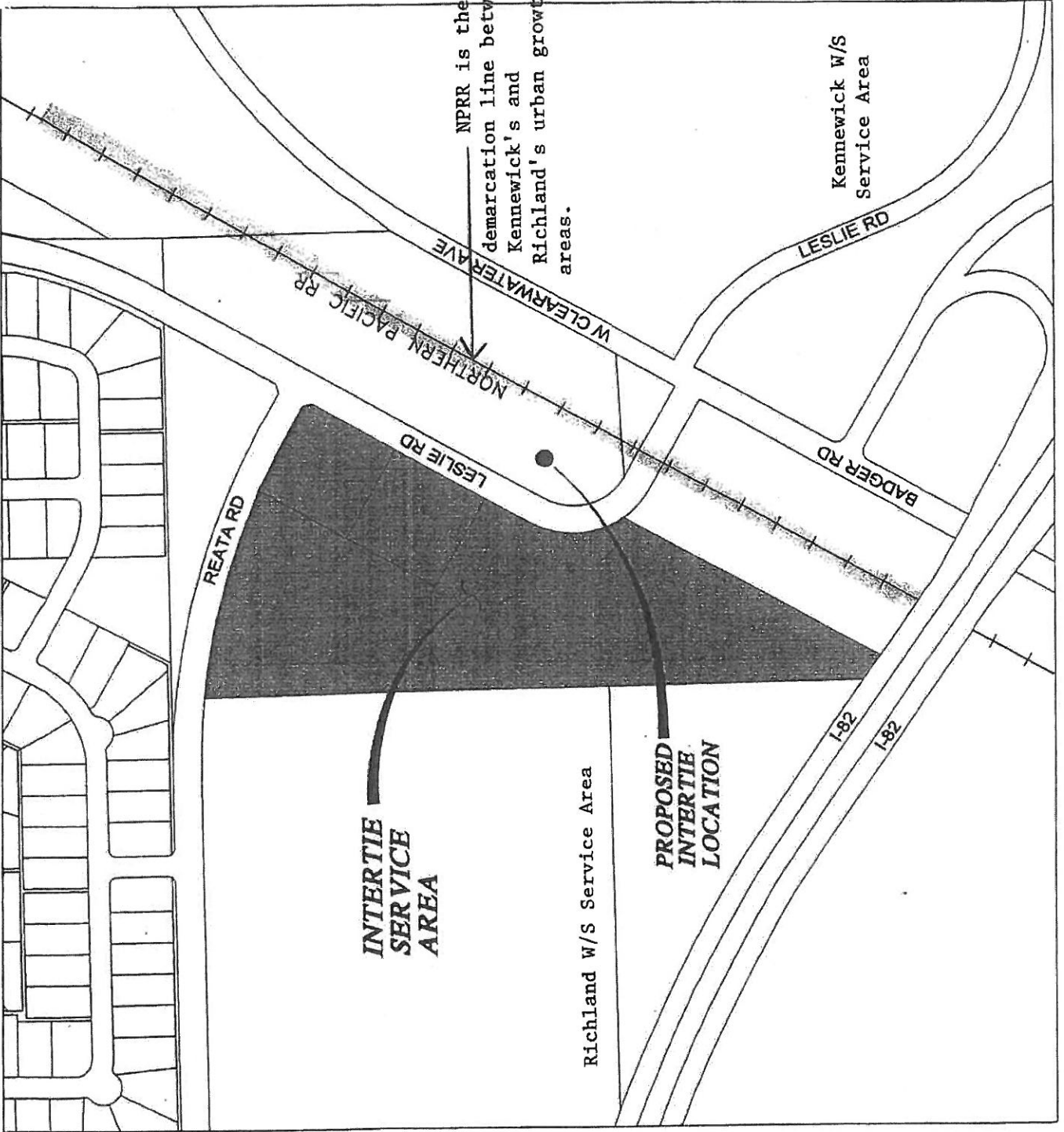


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DATE: 10-99



NPRR is the demarcation line between Kennewick's and Richland's urban growth areas.

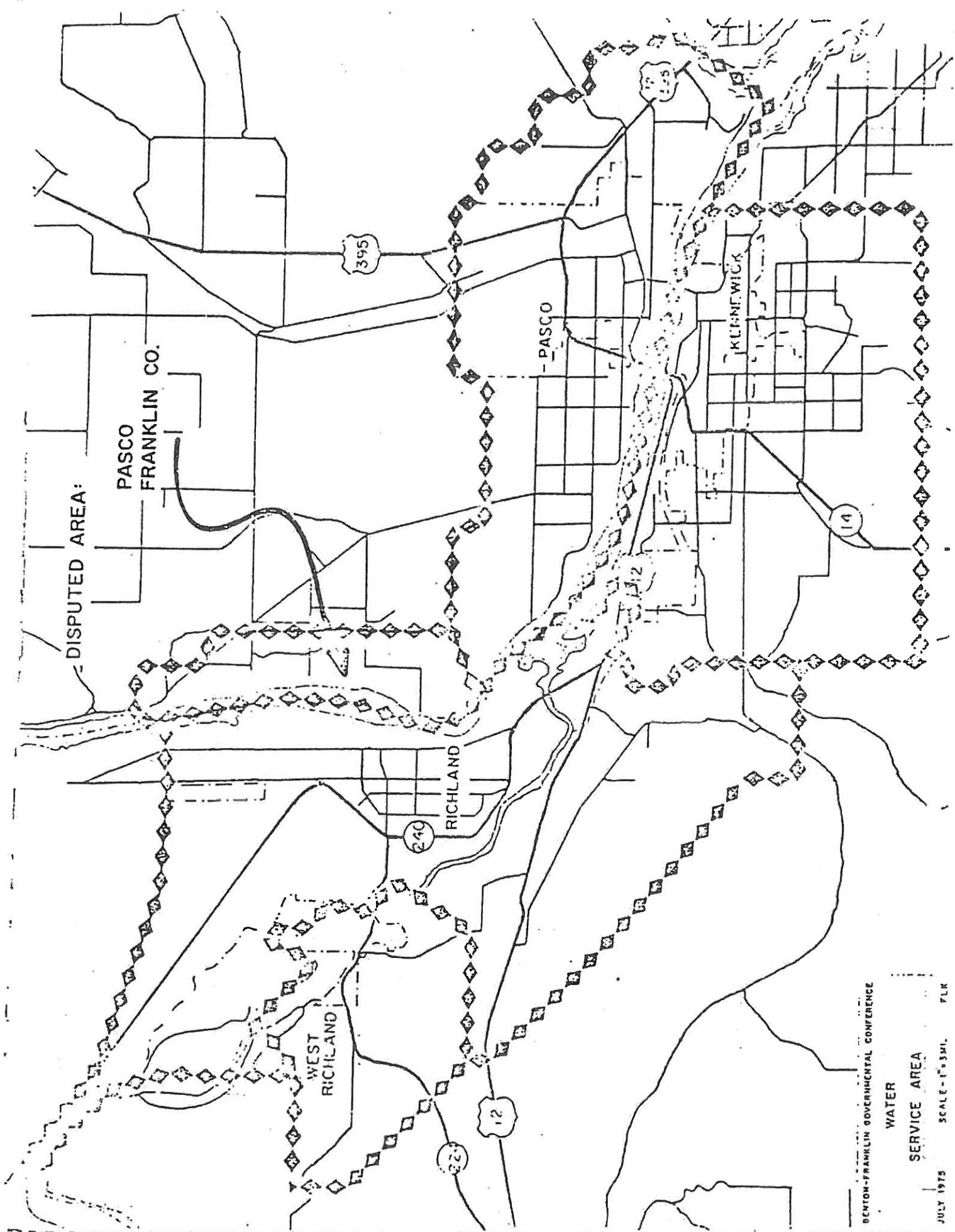
Kennewick W/S Service Area



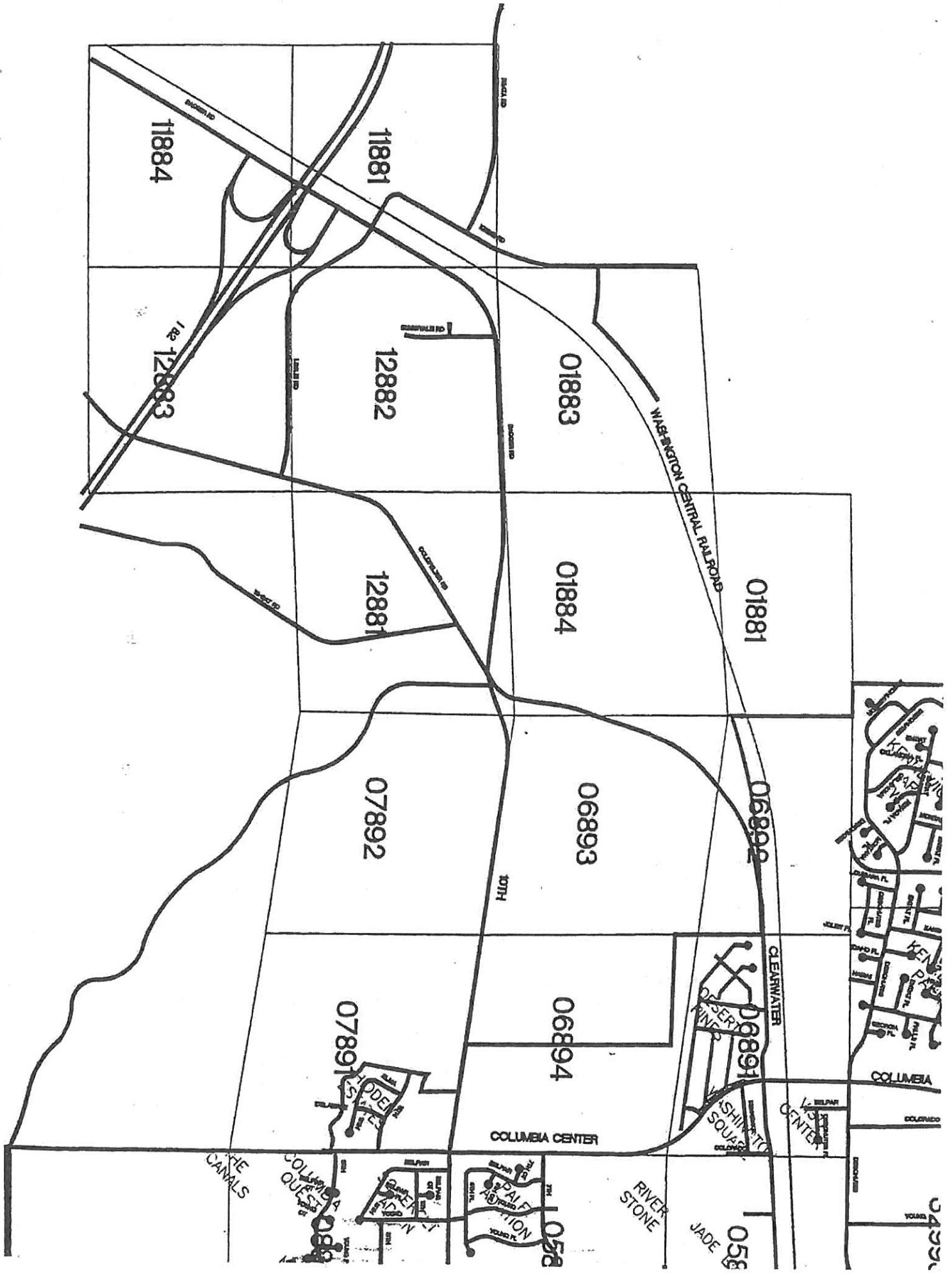
INTERTIE SERVICE AREA

Richland W/S Service Area

PROPOSED INTERTIE LOCATION



BENTON-FRANKLIN GOVERNMENTAL CONFERENCE
 WATER SERVICE AREA
 SCALE - 1" = 3 MI. PLR
 JULY 1975



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12881

07892

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06892

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07891

06891

COLUMBIA CENTER

SHIPPING SQUARE

RIVER STONE

JADE

THE CANALS

COLUMBIA QUEST

PALESTINE

COLUMBIA

04334