

*APPENDIX B*

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*KENNEWICK AND RICHLAND I-82  
BADGER CANYON AGREEMENT*

**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:

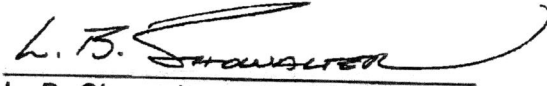
A.) The campground will be operated and maintained by the City of

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 27<sup>th</sup> day of JANUARY, 1994.

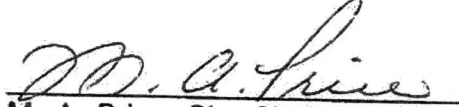
  
James D. Hansen, Mayor  
City of Richland

  
L. B. Showalter, Mayor  
City of Kennewick

Attest:

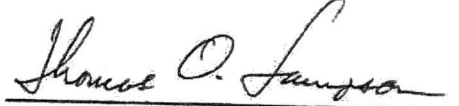
Attest:


  
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 *Larry Haler*  
Mayor Larry Haler

CITY OF KENNEWICK

By *James Beaver*  
Mayor James Beaver

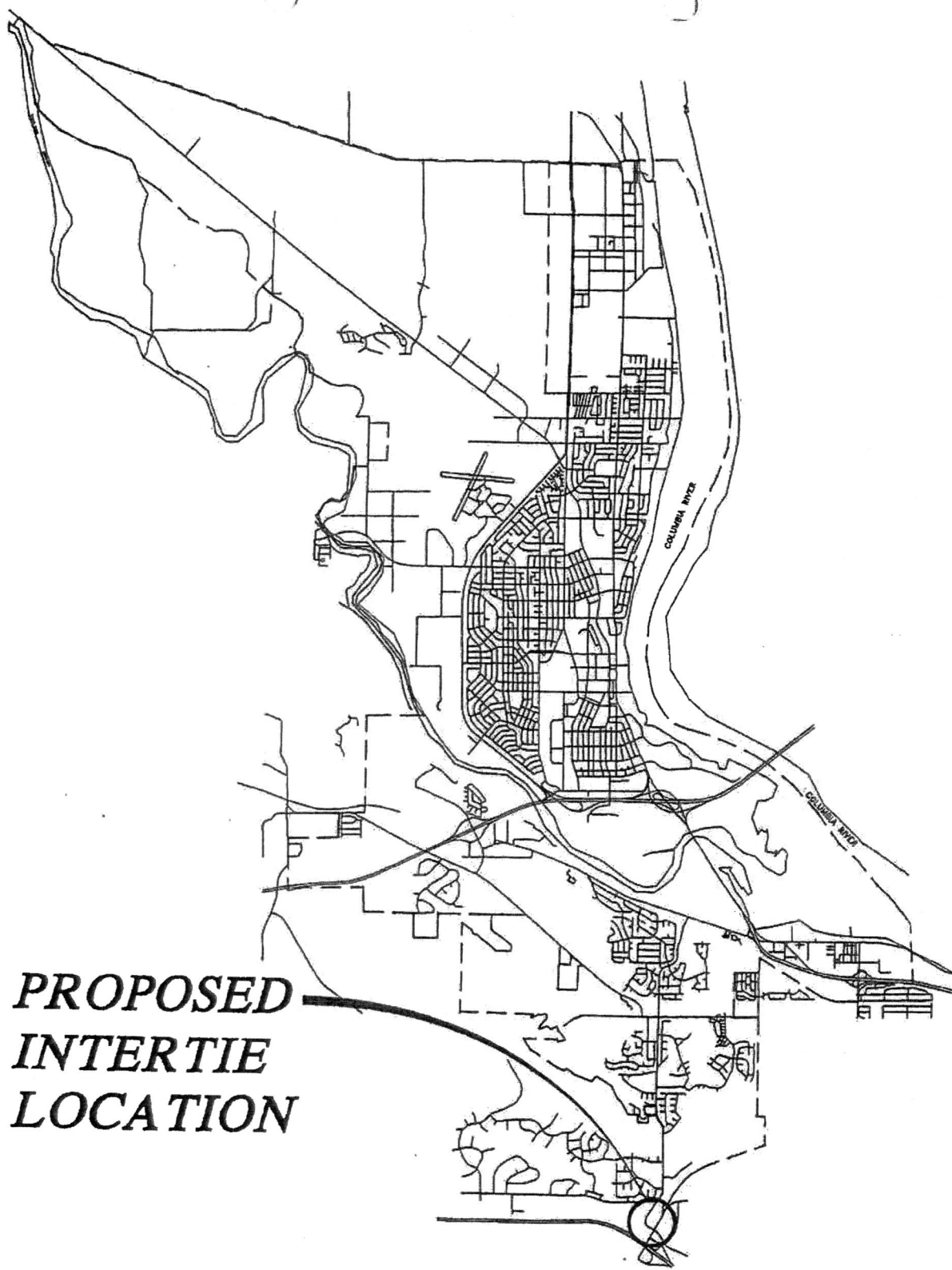
Attest To *Valerie D. Haler*  
City Clerk

APPROVED AS TO FORM

By *Thomas O. Sampson*  
City Attorney

By *M. J. Cameron*  
City Attorney

Dated *March 2, 1999*



**PROPOSED  
INTERTIE  
LOCATION**

**CITY OF RICHLAND**

**VICINITY MAP**



ENGINEERING UTILITY SERVICES

DRAWN: JKS FILE: COR-KENH-INTER.DWG  
DATE: 10-99



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

Kennewick W/S Service Area

W CLEARWATER AVE  
NORTHERN PACIFIC RR

LESLIE RD

BADGER RD

REATA RD

**INTERTIE SERVICE AREA**

Richland W/S Service Area

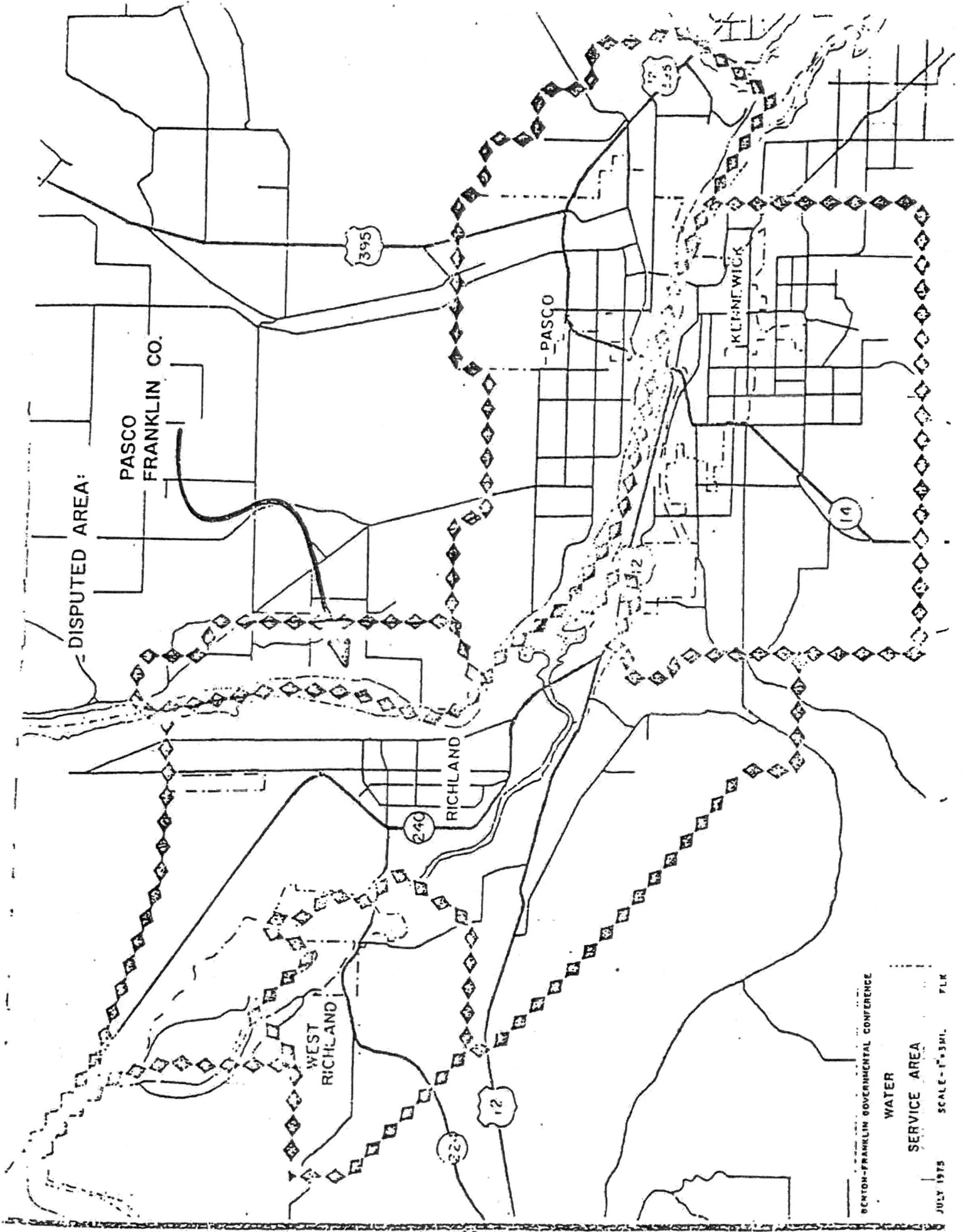
**PROPOSED INTERTIE LOCATION**

1-82

1-82



ENGINEERING UTILITY SERVICES  
R/S FILE: UTL - INTERTIE.DWG  
DATE: 10-28-98



DISPUTED AREA:

PASCO  
FRANKLIN CO.

- PASCO

KENNEWICK

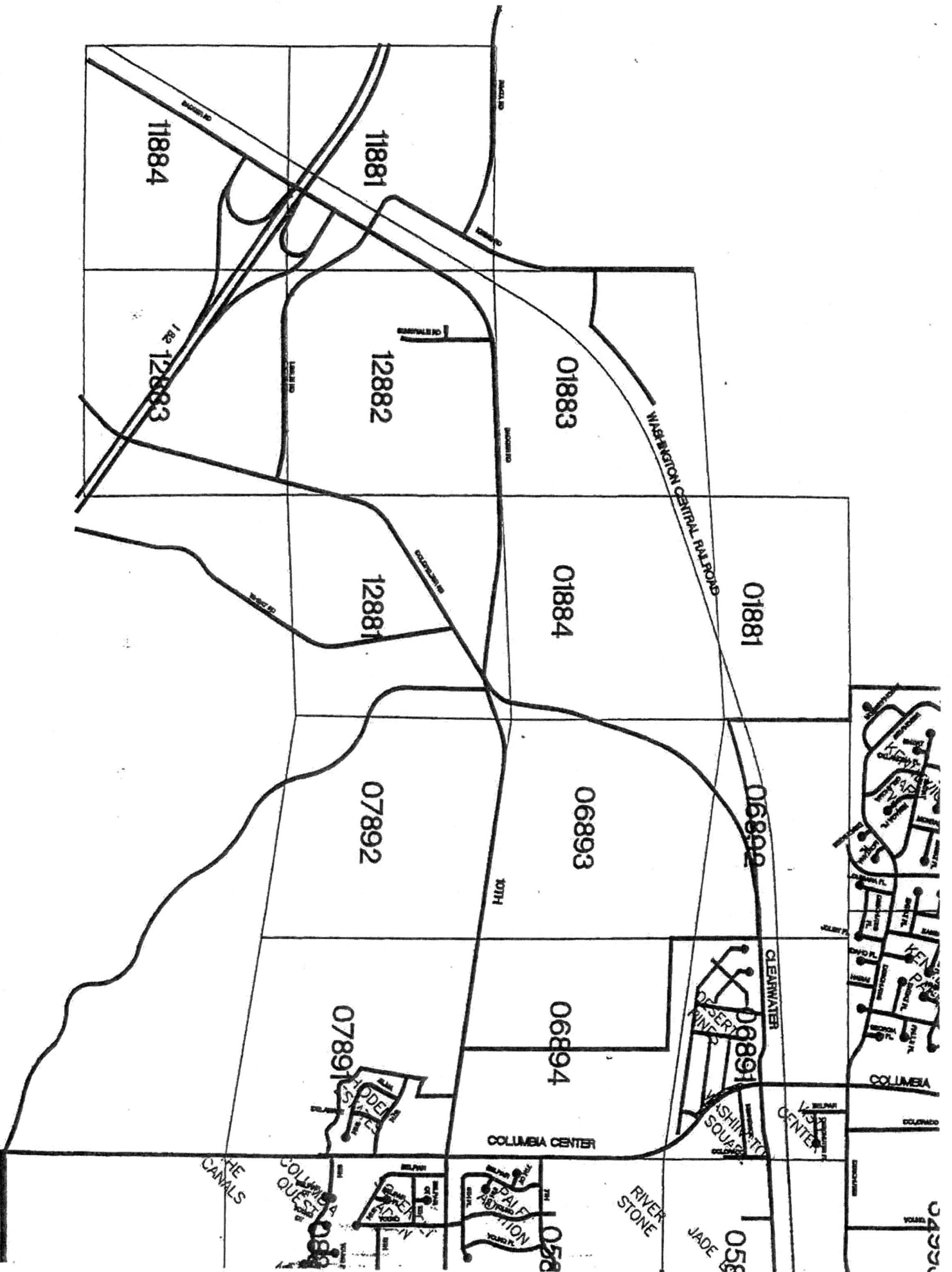
RICHLAND

WEST  
RICHLAND

BENTON-FRANKLIN GOVERNMENTAL CONFERENCE

WATER  
SERVICE AREA

JULY 1975 SCALE - 1"=3MI. FLK



11884

11881

12883

12882

12881

01883

01884

01881

07892

06893

06892

06894

07891

058

0499

THE CANALS

COLUMBIA QUEST

COLUMBIA CENTER

RIVER STONE

JADE

COLUMBIA

CENTER

CLEARWATER

WASHINGTON CENTRAL RAILROAD

