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ORDINANCE WHITMAN COUNTY

**RETURN ADDRESS:**

Town of LaCrosse  
P.O. Box 278  
LaCrosse, WA 99143

**DOCUMENT TITLE:** *Ordinance*

**REFERENCE NUMBERS OF RELATED DOCUMENT:**  
ON PAGE \_\_\_\_\_ OF DOCUMENT

**GRANTOR(S):**

1. *Town of LaCrosse*
- 2.
- 3.

ADDITIONAL NAMES ON PAGE \_\_\_\_ OF DOCUMENT

**GRANTEE(S):**

1. *The Public*
- 2.
- 3.

ADDITIONAL NAMES ON PAGE \_\_\_\_ OF DOCUMENT

**LEGAL DESCRIPTION: (LOT, BLOCK, ADDITION, CITY/TOWN, QUARTER/QUARTER, SECTION, TOWNSHIP, RANGE)**

- 1.
- 2.
- 3.

ADDITIONAL LEGAL DESCRIPTION ON PAGE \_\_\_\_ OF DOCUMENT

**ASSESSOR'S PROPERTY TAX PARCEL ACCOUNT NUMBER(S):**

*Margin requirements are 3" top on first/cover page and 1" margins on this and all subsequent sides and pages.*



**ORDINANCE NO. 321**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LACROSSE, WHITMAN COUNTY, WASHINGTON, ON CONSIDERATION OF A PETITION FOR ANNEXATION OF PROPERTY INTO THE TOWN; GRANTING SAID PETITION AFTER CONSIDERATION OF THE INPUT RECEIVED; AUTHORIZING THE FILING OF A CERTIFIED COPY OF THIS ORDINANCE WITH THE COUNCIL OF COUNTY COMMISSIONERS; AUTHORIZING THE EXECUTION OF AN ANNEXATION AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE HEREOF; AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO.**

**TOWN OF LACROSSE  
Whitman County, Washington**

**ANNEXATION OF TERRITORY TO TOWN**

Be it ordained by the Mayor and Council of the Town of LaCrosse of Whitman County, Washington, as follows:

WHEREAS, The Town of LaCrosse, Whitman County, Washington (the "Town"), is a validly formed Town under and by virtue of the constitution and laws of the State of Washington, and is governed by a Town Council (the "Council");

WHEREAS, the Town received Petitions for Annexation from Columbia Ag Fiber and Palouse River and Coulee City Railroad (collectively the "Petitioners") (the Petitions are attached hereto as "Exhibit A" and incorporated herein by reference) for annexation of property legally described in Exhibit "B" attached hereto;

WHEREAS, the Council posted notice of a public hearing at various locations throughout the Town including LaCrosse Post Office, Teapot Café and LaCrosse Market (Exhibit "C"); published a notice of public hearing in the official newspaper of the Town, the Whitman County Gazette, on November 14 and November 21, 2002 (Exhibit "D");

WHEREAS, the Council invited and received both oral comments and testimony and written comments and testimony in making its determination on a Petition for Annexation and comments were received and are included as Exhibit "F";

WHEREAS, the Council conducted a further public hearing and discussion on Monday, November 25, 2002 beginning at 7:00 p.m. at the LaCrosse Town Hall and at this hearing the Council heard and considered questions, issues and information. (Minutes of this meeting are attached hereto as Exhibit "G"). The Council also considered the written comments received and referenced as Exhibit "F" hereto;



WHEREAS, the Town communicated by letter with officials of Whitman County, Washington seeking their input on this possible annexation;

WHEREAS, the public hearing was conducted by the Council and the issues raised at the public hearing were considered by the Council, individually and collectively;

WHEREAS, the Council considered additional information regarding the economic impact of the annexation of construction of facilities as contemplated by the Petitioners;

WHEREAS, the Council wishes to make appropriate findings for entry on the record and provide staff and legal counsel with further direction; and

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Council of Directors as follows:

**SECTION 1 Public Comment and Testimony Record.** In response to the public notice which was posted, published and mailed, the Council received written public comment and testimony as well as other information. This information is in the records and files of the Town, was considered by the Council relative to the issues presented in the Petition and are attached hereto as Exhibit "F".

**SECTION 2 Findings and Factors Considered.** The Council has publicly met and discussed the Petition for Annexation, has received testimony and responded to questions. The Council considered the written testimony received prior to and at the public hearing. These written comments and testimony have previously been identified as Exhibit "F" to this Ordinance and are incorporated herein as part of the record. The Council also considered the additional information and material received, in response to its inquiries. Based upon the written testimony and material, the Council hereby finds as follows:

The Council finds it is in the best interest of the Town for the property referenced herein, and all portions thereof, to be included within the boundaries of the Town and therefore grants the Petition.

Some of the factors the Council considered in making this finding included, but are not limited to, the following:

- (1) The wishes and desires of the taxpayers and property owners of the Town, including the Petitioners.
- (2) The economic effect of the annexation on the Town, its residents and property owners.
- (3) Tax rates and other charges for the residents of the Town and the Petitioners.



**SECTION 3 Certified Order Filed with County Clerk.** The Council hereby authorizes the filing of a certified copy of this Ordinance to be filed with the appropriate officials of Whitman County.

**SECTION 4 Approval of Agreement.** In order to clarify, and to resolve all issues that may exist between the Town and the Petitioners, the parties have negotiated an Annexation Agreement (the "Agreement"). The Council hereby authorizes its Mayor to execute the Agreement on behalf of the Town and to take the other steps necessary to implement the terms of the Agreement and this annexation.

**SECTION 5 Effective Date of Annexation.** This annexation shall be effective as of the date of the filing of a certified copy of this Ordinance with Whitman County, all as provided by law.

**SECTION 6 Repealer.** All Resolutions or Ordinances or parts thereof in conflict herewith, to the extent of such conflict, are hereby repealed.

**SECTION 7 Ratification.** All actions heretofore taken, not inconsistent with the provisions of this Ordinance, by the Council and the officers of the Town, directed toward consideration of and the decision on the Petition for Annexation are hereby ratified, approved and confirmed.

**SECTION 8 Effective Date of Ordinance.** This Ordinance shall be effective from and after its passage and publication of a summary, as provided by law.

DATED this 12<sup>th</sup> day of December, 2002.

TOWN OF LACROSSE,  
Whitman County, Washington

By: *Donald D. Corns*  
Mayor

ATTEST:

*Ann D. Keller*  
Clerk

(SEAL)



\*\*\*\*\*

I, the undersigned, Clerk of the Town of LaCrosse, Whitman County, Washington, hereby certify that the foregoing Ordinance is a full, true, and correct copy of an Ordinance duly adopted at a regular meeting of the Town, duly and regularly held at the regular meeting place thereof on December 12, 2002, of which meeting all members of the Council had due notice and at which a majority thereof were present; and that at said meeting said Ordinance was adopted by the following vote:

AYES, and in favor thereof, Council members:

*Karl Hagman - Carolyn Martin - Jerry Chastain - Wayne Dainty*

NAYS, Council members:

ABSENT, Council members:

*Harry Burgess*

ABSTAIN, Council members:

I further certify that I have carefully compared the same with the original Ordinance on file and of record in my office; that said Ordinance is a full, true, and correct copy of the original Ordinance adopted at said meeting; and that said Ordinance has not been amended, modified, or rescinded since the date of its adoption, and is now in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the official seal of the Town on December 12, 2002.

*Terri S. Kelly*  
\_\_\_\_\_  
Clerk

(SEAL)



**AGREEMENT FOR ANNEXATION**  
**TOWN OF LACROSSE**  
**WHITMAN COUNTY, WASHINGTON**

The Town of Lacrosse, Whitman County, Washington (the "Town") and Columbia Ag Fiber, a Washington Corporation ("Columbia") wish to enter into this Agreement regarding issues associated with the annexation of certain real property into the Town.

WHEREAS, Columbia owns or controls through other agreements real property adjacent to the boundaries of the Town (legally described in Exhibit "A" hereto, referred to as the "Property");

WHEREAS, Columbia has requested annexation into the Town;

WHEREAS, the statutory process set forth in Washington statutes regarding the annexation of territory to the Town has been followed and the Town Council (the "Council") has decided to annex the Property to the Town;

WHEREAS, the Town and Columbia desire to memorialize their understandings in this Agreement for Annexation (the "Agreement").

NOW THEREFORE, BE IT FURTHER AGREED TO by the Town and Columbia as follows:

**Section 1: Incorporation of Recitals.** The recitals set forth herein are hereby incorporated in this Agreement by this reference.

**Section 2: Responsibilities of Columbia.** Columbia agrees to:

(a) Follow all rules and regulations of the Town, including, but not limited to the provisions of the comprehensive plan and zoning regulations of the Town, if any, in all respects, including those in effect at the time of the annexation and those that come into effect later. The Parties acknowledge that the Town is currently working on the development of a comprehensive plan and Columbia will assist in the development of this plan.

(b) Agree to pay any costs of extension and hook-up of any utilities by the Town to the annexed area, including any hook-up charges and any cost or expenses for the utility system of the Town necessary in order to provide services, including all planning, design and engineering services associated therewith.

(c) Agree to pay all fees and charges of Town including, but not limited to utilities, that may be charged now or in the future.

(d) Pay any and all costs associated with the inspection of the building or facility constructed by and equipment installed by Columbia.



(e) Submit all plans and specifications for review as required under the Ordinances of the Town, either presently in effect or hereinafter implemented.

(f) Pay property and other taxes as assessed against the Property and any improvements constructed thereon and also to assume a pro rata share of any general obligation debt of the Town outstanding, that may be assessed against all real property located within the boundaries of the Town.

**Section 3: Columbia's Warranty.** Columbia covenants and warrants that they are the owners of the Property to which this Agreement applies or have sufficient control of the same, and are fully authorized to execute the same. This Agreement applies to the property described in Exhibit "A".

Columbia covenants and agrees to sign any documents to give force and effect to this Agreement and irrevocably appoints \_\_\_\_\_ as Columbia's agent and attorney in fact to sign on such documents as necessary to enforce this Agreement.

Columbia acknowledges this Agreement as freely executed, with full opportunity consult with legal counsel. No provision shall be construed to favor any person or entity. All terms and provisions are severable, so that the illegality or unenforceability of one term or provision does not affect the remainder.

**Section 4: Town's Warranty.** The Town covenants and warrants that they have taken the legal steps necessary to authorize the execution of this Agreement by the appropriate official of the Town.

The Town covenants and agrees to sign any documents to give force and effect to this Agreement and irrevocably appoints Preston Gates Ellis as the Town's agent and attorney in fact to sign on such documents as necessary to enforce this Agreement.

The Town acknowledges this Agreement as freely executed, with full opportunity to consult with legal counsel. No provision shall be construed to favor any person or entity. All terms and provisions are severable, so that the illegality or unenforceability of one term or provision does not affect the remainder.

**Section 5: Notice.** Notice, as described herein, shall be sent to the parties by either hand delivery or first class mail, postage prepaid, as follows:

- (a) To Columbia: Columbia Ag Fiber  
109 E. Wall St.  
Colfax, WA 99111  
Attn: Gary Young
- (b) To the Town: Mr. Donald Dorman  
Mayor



Town of Lacrosse  
P.O. Box 228  
Lacrosse, WA 99143

With a Copy To: Michael C. Ormsby  
Preston Gates & Ellis  
601 W. Riverside, Suite 1400  
Spokane, WA 99201

Receipt of Notice under this Section shall be deemed to have been received on the earlier of actual delivery, or three (3) days after it is placed in a U.S. Post Office mail box with first class postage affixed thereon.

**Section 6: Indemnity on Annexation and Environmental Issues.** It is the intention of the parties that Columbia agrees to indemnify and hold the Town harmless for any claim or issues raised against the Town or Columbia from any damage from, objections or claims raised relating to the annexation of the Property to the Town, or any other issue covered in this Agreement. This indemnification shall include all costs and attorneys fees incurred by the Town in defending the annexation and the provisions of this Agreement.

**Section 7: Binding Effect.** The provisions of this Agreement shall be binding on the heirs and assigns of Columbia and Columbia agrees not to challenge either the annexation, the conditions of the annexation or the rules and regulations of the Town applicable at the time of the annexation or thereafter. Additionally, Columbia acknowledges that its obligations under the Indemnification and Compensation Agreement are continuing and ongoing.

**Section 8: Application of Law and Venue.** The parties agree that the law of the State of Washington shall govern this Agreement. Any action necessary to be brought to enforce this agreement shall be brought in Whitman County, Washington. The prevailing party of any action to interpret or enforce this Agreement shall be entitled to their attorneys fees and costs.

**Section 9: Effective Date of Annexation and Agreement.** This Agreement shall become effective upon its execution by both parties and approval by the Council. The effective date of Annexation into the Town shall be the date of delivery of a certified copy of the Ordinance approving the annexation to Whitman County. It is anticipated that the annexation will be effective on or about January 1, 2003.

DATED this 25 day of November, 2002.

TOWN OF LACROSSE  
Whitman County, Washington

By: Donald D. Ormsby  
Its: Mayor



ATTEST:

*Terri A. Keller*  
Clerk

(SEAL)

COLUMBIA AG FIBER

By: *Ray R. [Signature]*  
Its: *[Signature]*

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**PETITION FOR ANNEXATION**

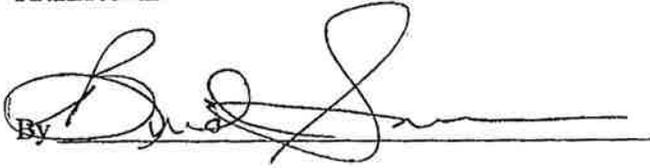
The undersigned owners of real property located adjacent to the Town of Lacrosse, Whitman County, Washington, (the "Town") make the following representations:

- (1) That they are the owners of certain real property legally described as set forth in Exhibit "A" hereto (the "Property").
- (2) That the Property is shown as depicted in Exhibit "B".
- (3) That they are the only owners of the Property.
- (4) That the owners are willing to assume a portion of the general obligation indebtedness of the Town, if any, as represented by their Property, of the assessed value of the Town.
- (5) The owners agree to bear the entire cost of the hook-ups and other connection charges of the utilities to be provided to the Property by the Town.
- (6) That the owners will adopt the provisions of the Comprehensive Plan of the Town as they either now relate to or will relate to the development of this Property.
- (7) The undersigned has full legal authority to execute this Petition on behalf of the owners and all action necessary to authorize this signature has been taken.

*Columbia Ag  
Fiber  
JW*

DATED this 6<sup>th</sup> day of November, 2002.

PALOUSE RIVER AND COULEE CITY  
RAILROAD

By 

By Brad Snow

DONNA V  
COMM. I  
NOTA





Thomas, Dean & Hoskins, Inc.

303 East 2<sup>nd</sup> Avenue

Spokane, WA 99202

Tel: (509) 622-2888

Fax: (509) 622-2889

### Columbia Ag Lease Description

A parcel of land to be leased, being a part of the North half of Section 16, Township 15 North, Range 39 East, W.M. said parcel also being a part of the Southeast Quarter of Section 9, Township 15 North, Range 39 East, W.M. all situate in Whitman County, Washington and being more particularly described as follows:

Beginning at a Brass cap being the West Quarter corner of said Section 16; thence N00°00'01"E along the West line of said Section 395.97 feet to a point on the Southerly Right-of-Way line of the original O.R.&N. Railway; thence East along a tangent curve to the right (R=1415.52) along said Right-of-Way line 672.67 feet; thence N36°56'03"E a distance of 999.55 feet; thence East along a tangent curve to the right (R=1852.09) along said Right-of-Way line 801.50 feet; thence N61°57'26"E a distance of 1027.74 feet to the intersection of the north line of Section 16 and said Right-of-Way line; thence N61°57'26"E a distance of 2632.99 feet; thence East along a tangent curve to the left (R=5852.73) along said Right-of-Way line 837.13 feet to a point on the East line of Section 9; thence S01°16'46"W a distance of 1554.51 feet to a fence post at the approximate Southeast corner Section 9; thence S00°49'14"W a distance of 2741.01 feet to a Brass cap being the East Quarter corner Section 16; thence S87°59'44"W a distance of 5343.64 feet to the point of beginning.

Excepting there from a 2 acre parcel owned by Hill Spray Service.

Said Lease area contains 340.52 Acres more or less.



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ORDINANCE WHITMAN COUNTY



**NOTICE OF PUBLIC HEARING ON  
PETITION FOR ANNEXATION**

**TOWN OF LACROSSE, WHITMAN COUNTY, WASHINGTON**

Please be notified that there will two (2) public hearings to receive comments from the residents of the Town of Lacrosse (the "Town") and other interested parties on the possible annexation of real property to the Town. Information on the Petition for Annexation and public hearing is as follows:

(A) Petitioners: Columbia Ag Fiber and Palouse River and Coulee City Railroad.

(B) Real Property to be Included in the Petition: The real property is located to the South of the Town, includes the railroad right of way a 25 foot strip of land of real property. (The legal description of the property covered by the annexation is available, upon request, from the Town Clerk.

(C) Proposed Action: Annexation of real property to the Town of Lacrosse.

(D) Date, Time and Place of Public Hearings:

First Public Hearing:

Date: November 14, 2002

Time: 7:00 p.m.

Location: Lacrosse Town Hall, 107 South Main, Lacrosse, WA 99143

Second Public Hearing:

Date: November 25, 2002

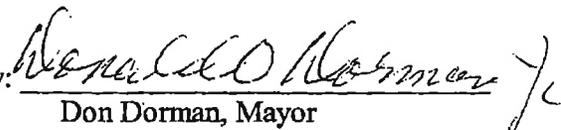
Time: 7:00 p.m.

Location: Lacrosse Town Hall, 107 South Main, Lacrosse, WA 99143

You are invited to attend either or both of these hearings to provide your comments on the proposed annexation. If you have comments you wish the Town Council to consider, but cannot attend either of these hearings, you are invited to send your comments in writing to:

Town of Lacrosse  
107 South Main  
Lacrosse, WA 99143

TOWN OF LACROSSE  
WHITMAN COUNTY, WASHINGTON

By:   
Don Dorman, Mayor

To be Published:  
November 14, 2002  
November 21, 2002



NOVEMBER 25, 2002

THE MINUTES OF A SPECIAL PUBLIC HEARING MEETING OF THE TOWN COUNCIL, OF THE TOWN OF LACROSSE HELD NOVEMBER 25, 2002. MAYOR DORMAN CALLED THE MEETING TO ORDER AT THE TOWN HALL AT 7:00 PM. ALL COUNCIL MEMBERS WERE PRESENT.

THE MINUTES FROM THE SPECIAL MEETING HELD SEPTEMBER 24<sup>TH</sup> WERE READ AND ACCEPTED WITH A MOTION FROM C CHASTAIN AND SECONDED BY C DAINTY. MOTION CARRIED.

THE MINUTES FROM THE SPECIAL MEETING HELD OCTOBER 17<sup>TH</sup> WERE ALSO READ AND ACCEPTED WITH A MOTION FROM C MARTIN AND SECONDED BY C CHASTAIN. MOTION CARRIED.

THE ISSUE OF THE ANNEXATION WAS THEN DISCUSSED. THE QUESTION WAS ASKED AS TO HOW THE ANNEXED PROPERTY WOULD BE ZONED. MAYOR DORMAN ANSWERED THE QUESTION THAT THE PROPERTY WILL BE ZONED INDUSTRIAL USE ONLY. THERE WILL BE NO RESIDENTIAL USE OF THE PROPERTY.

GARY YOUNG WAS PRESENT FOR THE PETITION HEARING. HE REPORTED THAT THEY HAVE ALREADY TAKEN ORDERS FOR WALLBOARD FOR THE STRAWBOARD PLANT. HE THANKED THE COUNCIL FOR THEIR TIME.

C CHASTAIN SUGGESTED THE COUNCIL GO TO THE COUNTY COMMISSIONERS MEETING TO SUPPORT THE ANNEXATION.

C HAGMAN MOVED TO ADJOURN THE MEETING. C DAINTY SECONDED. MOTION CARRIED.

ATTEST:

Wendell B. Dorman  
MAYOR

Herri A. Koller  
CLERK



Thomas, Dean & Hoskins, Inc.

303 East 2<sup>nd</sup> Avenue  
Spokane, WA 99202  
Tel: (509) 622-2888  
Fax: (509) 622-2889

Palouse River – Coulee City Railroad  
Right of Way Annexation Legal Description

A strip of land to be annexed to the City of La Crosse, situated in the County of Whitman, State of Washington being described as follows:

Portions of the Southwest quarter of the Southwest quarter of Section 2, the Southeast quarter of the Southeast quarter of Section 3, the Northeast quarter of Section 10, the Southeast quarter of the Northwest quarter Section 10, and the Southwest quarter of Section 10 all situated in Township 15 North, Range 39 East, Willamette Meridian being more particularly described as follows:

Commencing at the Southwest Corner of Section 2; thence East along the South line of said section to the Intersection of said South line and the West Line of the La Crosse City Limits; thence North along said City Limits parallel to the West line of Section 2 to the Intersection of said City Limits and the South Right of Way Line of the Palouse River -- Coulee City Railroad Company and the TRUE POINT OF BEGINNING of this description of the South line of a 25 foot wide strip of land; proceeding Southwesterly along the South Right of Way Line of the Palouse River – Coulee City Railroad Company to the West Line of Section 2; thence Southwesterly along said Right of Way Line to the South line of Section 3; thence Southwesterly along said Right of Way Line to the West line of Section 10 and the end of this description.