

AGENDA

*Port of Kennewick
Regular Commission Business Meeting
Port of Kennewick Commission Chambers
350 Clover Island Drive, Suite 200, Kennewick, Washington*

Tuesday, February 28, 2012
2:00 p.m.

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. PUBLIC COMMENT (*Please state your name and address for the public record*)

IV. CONSENT AGENDA

- A. Approval of Direct Deposit and Warrants Dated February 15, 2012
- B. Approval of Warrant Registers Dated February 29, 2012
- C. Approval of Commission Meeting Minutes Dated February 14, 2012
- D. Approval of Interlocal Agreement with West Richland for Construction / Project Management Assistance; Resolution 2012-05
- E. Approval of Interlocal Agreement with West Richland for CERB Grant Match Funding; Resolution 2012-06
- F. Approval of Interlocal Agreement with West Richland for Van Giesen Redevelopment / Yakima Gateway Partnership Projects; Resolution 2012-07

V. REPORTS, COMMENTS AND DISCUSSION ITEMS

- A. Annual Commissioner Responsibilities
- B. Clover Island / Columbia Drive
 - 1. Duffy's Pond Update
 - 2. Clover Island Shoreline Update
- C. Vista Field
 - 1. FBO Lease
- D. West Richland Joint Economic Development Committee Update
- E. Worldwide Wine Industry Update
- F. Commissioner Hanson Resignation
- G. Staff Activities, Current Projects and Anticipated Workload Issues
- H. Commissioner Meetings (formal and informal meetings with groups or individuals)
- I. Non-Scheduled Items

VI. PUBLIC COMMENT (*Please state your name and address for the public record*)

VII. EXECUTIVE SESSION, if necessary (*Ask public if they are staying, and if not, where they can be located if the Executive Session ends early.*)

- A. Real Estate (minimum price), per RCW 42.30.110(1)(c)

VIII. ADJOURNMENT

PLEASE SILENCE CELL PHONES

PORT OF KENNEWICK

Resolution No. 2012-05

**A RESOLUTION OF THE BOARD OF COMMISSIONERS
OF THE PORT OF KENNEWICK APPROVING THE INTERLOCAL AGREEMENT WITH
WEST RICHLAND FOR CONSTRUCTION / PROJECT MANAGEMENT ASSISTANCE**

WHEREAS, the Interlocal Agreement, as presented, is in a form that staff recommends for adoption by the Port Commission; and

WHEREAS, the Port Commission finds that the Interlocal Agreement will formalize a commitment to completing several projects in West Richland, Washington; and

WHEREAS, the Port Commission finds that approval of the Interlocal Agreement will enhance the economic development and quality of life in the community and Port-owned properties in and adjacent to West Richland; and

WHEREAS, the Port Commission finds the approval of the Interlocal agreement is in the best interest of the public.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Board of Commissioners of the Port of Kennewick approves the Construction / Project Management Assistance Interlocal Agreement as attached, and further authorizes the Port's Executive Director to take all action necessary to implement the agreement.

ADOPTED by the Board of Commissioners of the Port of Kennewick on the 28th day of February 2012.

**PORT OF KENNEWICK
BOARD OF COMMISSIONERS**

By: _____
SKIP NOVAKOVICH, President

By: _____
DAVID HANSON, Vice President

By: _____
GENE WAGNER, Secretary

INTERLOCAL COOPERATIVE AGREEMENT
between
THE CITY OF WEST RICHLAND AND THE PORT OF KENNEWICK, WASHINGTON,
for
Construction / Project Management Assistance

THIS INTERLOCAL COOPERATIVE AGREEMENT is entered into this — day of _____, 2012 between the City of West Richland, Washington, a Washington Municipal Corporation and the Port of Kennewick, Washington, referred to as the "Jurisdictions".

WHEREAS, the Jurisdictions are; pursuant to Chapter 39.34 RCW (the Interlocal Cooperation Act), authorized to exercise their powers jointly, thereby maximizing their ability to provide services and facilities which will best fulfill common needs of the Jurisdictions, and;

WHEREAS, the Jurisdictions have determined that there are several projects that would mutually benefit both the Port of Kennewick and the City of West Richland that will provide significant safety improvements and enhanced aesthetic appeal, and is in the best interest of the Jurisdictions and the public and;

WHEREAS, said projects will improve vehicular access, improve wine industry development, industrial waste treatment and tourism, improve and enhance the appeal of the City to attract economic development within the Port District which serves Port-owned land held for sale and/or lease in the Red Mountain Center and other parts of the city improving access and/or infrastructure leading to Red Mountain Center and Port-owned property adjacent to City of West Richland;

WHEREAS, the Jurisdictions, by their respective governing bodies, have determined this effort may be best implemented on a shared basis in a manner deemed most efficient and effective for the Jurisdictions;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Jurisdictions agree as follows:

Section 1. Purpose. The purpose of this Agreement is to formalize a commitment to completing several projects in West Richland, Washington (the

Projects), which would enhance the economic development and quality of life in the community and Port-owned properties in and adjacent to West Richland

Section 2. Administration. This Agreement shall be administered by the West Richland Economic Development Director. Such person shall be responsible for:

- (a) Establishing policies for implementing this Agreement;
- (b) Providing periodic progress reports;
- (c) Monitoring progress of the Jurisdictions and other agencies in the fulfillment of their respective responsibilities.
- (d) Follow proper Port bid law policies and procedures when awarding the bid for project management assistance.

Section 3. Funding. The Port of Kennewick commits to providing project funding as follows:

Construction / Project Management Assistance \$50,000

Such Port of Kennewick funding shall be used for construction / project management assistance, contracted support, and other expenses associated with facilitating 2012 projects in the City of West Richland.

Section 4. The City of West Richland commits to matching support including assignment of city staff to Port/City special projects where Port funds are invested within the City; planning and administration of Van Giesen redevelopment; construction & façade programs; project administration; and coordination, engineering support, marketing communications, and regular reporting of Port / City partnership projects.

Section 5. Modification. This Agreement may be modified by written consent of both parties.

Section 6. Term of Agreement and Termination.

(a) The Term of this Agreement shall be from date of signature to completion of projects, and/or shall terminate on 12/31/2012.


Section 7. Inspection of Records. The records and documents with respect to all matters covered by this Agreement shall be subject to inspection by any Jurisdiction during the term of this Agreement and for three years after its termination.

Section 8. No Separate Legal Entity. It is not the intention that a separate legal entity be established to conduct the cooperative undertaking nor is the acquiring, holding or disposing of real or personal property anticipated.

Section 9. Severability. In the event any term or condition of this Agreement or application thereof to any person, entity or circumstance is held invalid, such invalidity shall not effect any other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this Agreement are declared severable.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the day and year written below.


CITY OF WEST RICHLAND



Donna Noski, Mayor

Date: 2/22 2012

ATTEST:



Julie A. Richardson
City Clerk

APPROVED AS TO FORM:



Bronson Brown, City Attorney

Date: 2/21/12 2012

STATE OF WASHINGTON)
)
COUNTY OF BENTON)

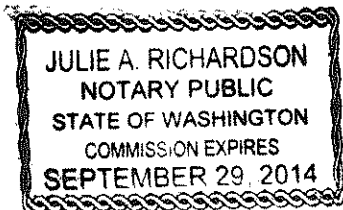
ss.

I certify that I know or have satisfactory evidence that Donna Noski is the person who appeared before me, and said person acknowledged that he signed this

instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 22 day of February, 2012:

Julie A. Richardson
Signature of Notary



Print or stamp name of Notary
Notary Public for the State of
Washington, residing at

West Richland
My appointment expires 9.29.2014

PORT OF KENNEWICK

Tim Arntzen, Executive Director

Date: _____, 2012

STATE OF WASHINGTON)
)
COUNTY OF BENTON) **ss.**

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 2012.

Signature of Notary

Print or stamp name of Notary
Notary Public for the State of
Washington, residing at

My appointment expires _____

PORT OF KENNEWICK

Resolution No. 2012-06

**A RESOLUTION OF THE BOARD OF COMMISSIONERS
OF THE PORT OF KENNEWICK APPROVING THE INTERLOCAL AGREEMENT
WITH WEST RICHLAND FOR COMMUNITY ECONOMIC REVITALIZATION BOARD
(CERB) GRANT MATCH FUNDING**

WHEREAS, the Interlocal Agreement, as presented, is in a form that staff recommends for adoption by the Port Commission; and

WHEREAS, the Port Commission finds that the Interlocal Agreement will formalize a commitment to provide funding for costs associated with installation of infrastructure, irrigation, and other improvements at the City-owned Belmont Job Center, associated with a CERB matching loan and other matching investments; and

WHEREAS, the Port Commission finds that approval of the Interlocal Agreement will enhance the economic development and quality of life in the community and Port-owned properties in and adjacent to West Richland; and

WHEREAS, the Port Commission finds the approval of the Interlocal agreement is in the best interest of the public.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Board of Commissioners of the Port of Kennewick approves the Community Economic Revitalization Board (CERB) grant match funding interlocal agreement as attached, and further authorizes the port's executive director to take all action necessary to implement the agreement.

ADOPTED by the Board of Commissioners of the Port of Kennewick on the 28th day of February 2012.

**PORT OF KENNEWICK
BOARD OF COMMISSIONERS**

By: _____
SKIP NOVAKOVICH, President

By: _____
DAVID HANSON, Vice President

By: _____
GENE WAGNER, Secretary

INTERLOCAL COOPERATIVE AGREEMENT
between
THE CITY OF WEST RICHLAND AND THE PORT OF KENNEWICK, WASHINGTON,
for
The Washington State Department of Commerce
COMMUNITY ECONOMIC REVITALIZATION BOARD (CERB)
LIGHT INDUSTRIAL MANUFACTURING/EXPORTING PROJECT

THIS INTERLOCAL COOPERATIVE AGREEMENT is entered into this — day of _____, 2012 between the City of West Richland, Washington, a Washington Municipal Corporation and the Port of Kennewick, Washington, referred to as the "Jurisdictions".

WHEREAS, the Jurisdictions are, pursuant to Chapter 39.34 RCW (the Interlocal Cooperation Act), authorized to exercise their powers jointly, thereby maximizing their ability to provide services and facilities which will best fulfill common needs of the Jurisdictions, and;

WHEREAS, the Jurisdictions have determined that there are several projects that would mutually benefit both the Port of Kennewick and the City of West Richland that will provide significant safety improvements and enhanced aesthetic appeal, and is in the best interest of the Jurisdictions and the public and;

WHEREAS, said projects will improve vehicular access, improve industrial waste treatment, improve and enhance the appeal of the City to attract economic development within the Port District which serves Port-owned land held for sale and/or lease in the Red Mountain Center and other parts of the city improving access and/or infrastructure adjacent to Red Mountain Center and Port-owned property adjacent to City of West Richland;

WHEREAS, the Jurisdictions, by their respective governing bodies, have determined this effort may be best implemented on a shared basis in a manner deemed most efficient and effective for the Jurisdictions;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Jurisdictions agree as follows:

Section 1. Purpose. The purpose of this Agreement is to formalize a commitment to completing several projects in West Richland, Washington (the Projects), which would enhance the economic development and quality of life in the community and Port-owned properties in and adjacent to West Richland

Section 2. Administration. This Agreement shall be administered by the West Richland Economic Development Director. Said person shall be responsible for:

- (a) Establishing policies for implementing this Agreement;
- (b) Providing periodic progress reports;
- (c) Monitoring progress of the Jurisdictions and other agencies in the fulfillment of their respective responsibilities.
- (d) Follow proper Port bid law policies and procedures when awarding the bid for project.

Section 3. Funding. The Port of Kennewick commits to providing project funding as follows:

Community Economic Revitalization Board (CERB) Match Funding \$25,000

Such Port of Kennewick funding shall be used for costs associated with installation of infrastructure, irrigation, and other improvements at the City-owned Belmont Job Center, associated with a CERB matching loan and other matching investments. These improvements include site improvement design, surveying, geotechnical services, and purchase of CID irrigation water.

Section 4. The City of West Richland has/will make the following investments in this project:

- \$820,000 CERB Loan. The City has committed to a CERB loan, with full repayment required to CERB over a 20-year period (This includes acquisition of approximately 4 acres at the Belmont Job Center).
- \$1.3 Million additional land acquisition. In addition to the CERB-associated land/infrastructure commitment, the City of West Richland is acquiring an additional 34 acres for further economic development and industrial growth in the vicinity of the CERB project.
- Additional historic City investments include decommissioning of a previous water process facility, restoration and cleanup of the property, construction of Keene Road and other investments.
- The City has also secured additional match funding and grants in order to leverage the City's and Port's investments in this project.

Section 5. Modification. This Agreement may be modified by written consent of both parties.

Section 6. Term of Agreement and Termination.

(a) The Term of this Agreement shall be from date of signature to completion of projects, and/or shall terminate on 12/31/2012.

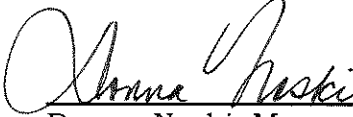
Section 7. Inspection of Records. The records and documents with respect to all matters covered by this Agreement shall be subject to inspection by any Jurisdiction during the term of this Agreement and for three years after its termination.

Section 8. No Separate Legal Entity. It is not the intention that a separate legal entity be established to conduct the cooperative undertaking nor is the acquiring, holding or disposing of real or personal property anticipated.

Section 9. Severability. In the event any term or condition of this Agreement or application thereof to any person, entity or circumstance is held invalid, such invalidity shall not effect any other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this Agreement are declared severable.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the day and year written below.

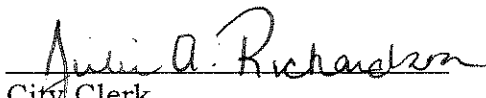
CITY OF WEST RICHLAND



Donna Noski, Mayor


Date: 2/22 2012

ATTEST:



Julie A. Richardson
City Clerk

APPROVED AS TO FORM:



Bronson Brown, City Attorney

Date: February 22 2012

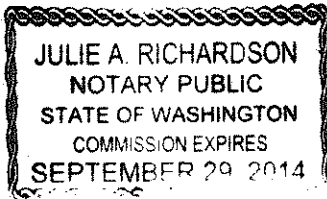
STATE OF WASHINGTON)
)
COUNTY OF BENTON)

ss.

I certify that I know or have satisfactory evidence that Donna Noski is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 22 day of February, 2012

Julie A. Richardson
Signature of Notary



Print or stamp name of Notary
Notary Public for the State of
Washington, residing at

West Richland
My appointment expires 9.29.2014

PORT OF KENNEWICK

Tim Arntzen, Executive Director

Date: _____, 2012

STATE OF WASHINGTON)
)
COUNTY OF BENTON) **ss.**

I certify that I know or have satisfactory evidence that _____
is the person who appeared before me, and said person acknowledged that he signed
this instrument and acknowledged it to be his free and voluntary act for the uses and
purposes mentioned in the instrument.

Dated this _____ day of _____, 2012.

Signature of Notary

Print or stamp name of Notary
Notary Public for the State of
Washington, residing at

My appointment expires _____

PORT OF KENNEWICK

Resolution No. 2012-07

**A RESOLUTION OF THE BOARD OF COMMISSIONERS
OF THE PORT OF KENNEWICK APPROVING THE INTERLOCAL AGREEMENT
WITH WEST RICHLAND FOR VAN GIESEN REDEVELOPMENT / YAKIMA GATEWAY
PARTNERSHIP PROJECTS**

WHEREAS, the Interlocal Agreement, as presented, is in a form that staff recommends for adoption by the Port Commission; and

WHEREAS, the Port Commission finds that the Interlocal Agreement will formalize a commitment to provide funding for the Van Giesen Redevelopment / Yakima Gateway Partnership Projects for master planning, façade improvements, public benefit incentives, signage, recruitment programs, economic development marketing and other costs associated with Van Giesen Redevelopment / Yakima Gateway; and

WHEREAS, the Port Commission finds that approval of the Interlocal Agreement will enhance the economic development and quality of life in the community and Port-owned properties in and adjacent to West Richland; and

WHEREAS, the Port Commission finds the approval of the Interlocal agreement is in the best interest of the public.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Board of Commissioners of the Port of Kennewick approves the Van Giesen Redevelopment / Yakima Gateway Partnership Projects interlocal agreement as attached, and further authorizes the port's executive director to take all action necessary to implement the agreement.

ADOPTED by the Board of Commissioners of the Port of Kennewick on the 28th day of February 2012.

**PORT OF KENNEWICK
BOARD OF COMMISSIONERS**

By: _____
SKIP NOVAKOVICH, President

By: _____
DAVID HANSON, Vice President

By: _____
GENE WAGNER, Secretary

INTERLOCAL COOPERATIVE AGREEMENT
between
THE CITY OF WEST RICHLAND AND THE PORT OF KENNEWICK, WASHINGTON,
for
Van Giesen Redevelopment / Yakima Gateway Partnership Projects

THIS INTERLOCAL COOPERATIVE AGREEMENT is entered into this ____ day of _____, 2012 between the City of West Richland, Washington, a Washington Municipal Corporation and the Port of Kennewick, Washington, referred to as the "Jurisdictions".

WHEREAS, the Jurisdictions are, pursuant to Chapter 39.34 RCW (the Interlocal Cooperation Act), authorized to exercise their powers jointly, thereby maximizing their ability to provide services and facilities which will best fulfill common needs of the Jurisdictions, and;

WHEREAS, the Jurisdictions have determined that there are several projects that would mutually benefit both the Port of Kennewick and the City of West Richland that will provide significant safety improvements and enhanced aesthetic appeal, and is in the best interest of the Jurisdictions and the public and;

WHEREAS, said projects will improve vehicular access, improve wine industry development, industrial waste treatment and tourism, improve and enhance the appeal of the City to attract economic development within the Port District which serves Port-owned land held for sale and/or lease in the Red Mountain Center and other parts of the city improving access and/or infrastructure leading to Red Mountain Center and Port-owned property adjacent to City of West Richland;

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- (a) Establishing policies for implementing this Agreement;
- (b) Providing periodic progress reports;
- (c) Monitoring progress of the Jurisdictions and other agencies in the fulfillment of their respective responsibilities.
- (d) Follow proper Port bid law policies and procedures when awarding the bid for project.

Section 3. Funding. The Port of Kennewick commits to providing project funding as follows:

Van Giesen Redevelopment / Yakima Gateway Projects \$100,000

Such Port of Kennewick funding shall be used for

- Master Planning;
- Façade Improvement/Public benefit Incentives;
- Signage and way-finding;
- Recruitment Programs / Marketing for Economic Development
- Legal, technical, contract services, matching grant research, transportation and other costs associated with Van Giesen Redevelopment / Yakima Gateway

Section 4. The City of West Richland has recently invested/will invest the following in this project:

- \$1 Million estimated infrastructure improvements at the Yakima Gateway to extend/modernize utilities, roadway, safety and access improvements;
- \$50,000 in “matching” 2012 external grant funding for implementing Yakima Gateway Projects, further leveraging Port/City investments;
- \$254,000 funds committed for Yakima Gateway construction and riverfront enhancements;
- Staff and consultant support for coordination of projects, Ad Hoc Port/City and community meetings, public-involvement, inter-agency communications, and identifying, leveraging additional potential grant funding;
- \$30,000 Shoreline Plan Update.
- \$50,000 Park Plan Update including review of riverfront and Van Giesen park/public amenities and properties.

Section 5. Modification. This Agreement may be modified by written consent of both parties.

Section 6. Term of Agreement and Termination.

(a) The Term of this Agreement shall be from date of signature to completion of projects, and/or shall terminate on 12/31/2012.

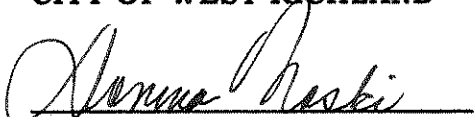
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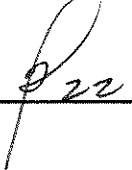
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IN WITNESS WHEREOF, the parties have signed this Agreement as of the day and year written below.

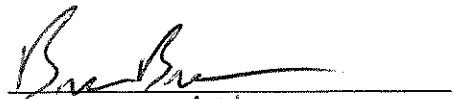
CITY OF WEST RICHLAND



Donna Noski, Mayor

Date:  2012

ATTEST: Approved As To Form



City Clerk Attorney

APPROVED AS TO FORM:

Bronson Brown, City Attorney

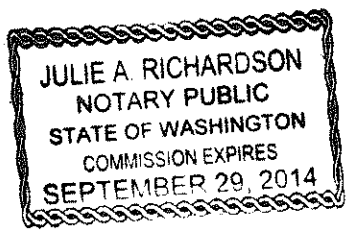
Date: _____ 2012

STATE OF WASHINGTON)
)
COUNTY OF BENTON) **ss.**

I certify that I know or have satisfactory evidence that Donna Noski is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 22 day of February, 2012

Julie A. Richardson
Signature of Notary



Print or stamp name of Notary
Notary Public for the State of
Washington, residing at
West Richland
My appointment expires 9.29.2014

PORT OF KENNEWICK

Tim Arntzen, Executive Director

Date: _____, 2012

STATE OF WASHINGTON)
)
COUNTY OF BENTON) **ss.**

I certify that I know or have satisfactory evidence that _____
is the person who appeared before me, and said person acknowledged that he signed
this instrument and acknowledged it to be his free and voluntary act for the uses and
purposes mentioned in the instrument.

Dated this _____ day of _____, 2012.

Signature of Notary

Print or stamp name of Notary
Notary Public for the State of
Washington, residing at

My appointment expires _____