

AGENDA

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

Tuesday, May 8, 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 April 30, 2012
 - B. Approval of Warrant Registers Dated May 9, 2012
 - C. Approval of Commission Meeting Minutes Dated March 27, 2012
 - D. Approval of Commission Meeting Minutes Dated April 10, 2012
 - E. Approval of Commission Meeting Minutes Dated April 24, 2012
 - F. Approval of Benton Franklin Council of Governments CEDS Grant; Resolution 2012-22
 - G. Approval of RCO Boating Facilities Grant; Resolution 2012-23
 - H. Acknowledging the Tri-Cities Rivershore Enhancement Master Plan; Resolution 2012-24
- V. PRESENTATION(S)**

Clover Island Artwork, Barb Carter; Resolution 2012-25 and Resolution 2012-26
- VI. NEW BUSINESS**

Integrated Structures, Inc.; Phase 2 Design Agreement; Resolution 2012-27
- VII. REPORTS, COMMENTS AND DISCUSSION ITEMS**
 - A. Special Meeting May 9, 2012 Agenda
 - B. Vista Field FBO Operator Update
 - C. Columbia Drive Update
 - 1. Mejia Property Purchase Option
 - D. Commissioner Meetings (formal and informal meetings with groups or individuals)
 - E. Non-Scheduled Items
- VIII. PUBLIC COMMENT** *(Please state your name and address for the public record)*
- IX. ADJOURNMENT**

PLEASE SILENCE CELL PHONES

PORT OF KENNEWICK

RESOLUTION No. 2012-22

***A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE PORT OF KENNEWICK
AUTHORIZING APPLICATION TO THE BENTON FRANKLIN COUNCIL OF
GOVERNMENTS (BFCOG) FOR A PROJECT TO BE LISTED IN THE ANNUAL REPORT OF
THE COMPREHENSIVE ECONOMIC DEVELOPMENT STRATEGY (CEDS) FOR 2012, AND
TO SEEK FUNDING FROM THE ECONOMIC DEVELOPMENT ADMINISTRATION (EDA)
AND/OR OTHER FEDERAL OR STATE SOURCES.***

WHEREAS, the Benton Franklin Economic Development District is in the process of preparing the Annual Report of Comprehensive Economic Development Strategy (CEDS) for 2012; which includes a section listing, describing and prioritizing local and regional projects seeking funding from the U.S. Economic Development Administration (EDA); and

WHEREAS, CEDS priority projects may also be considered for funding from other federal or state sources and the U.S. Department of Agriculture (USDA) requires a review of project proposals for their agency; and

WHEREAS, the Port's 2012 Work Plan already calls for construction of a development building and for improvements to existing Development Building properties; and

WHEREAS, the Annual Report of the Comprehensive Economic Development Strategy for 2012 is a critical step in prioritizing projects for potential future funding; and

WHEREAS, submission of the grant application requires Commission approval by resolution and the CEDS process requires a formal document indicating commitment of the matching funds.

NOW, THEREFORE; BE IT RESOLVED that the Port of Kennewick Board of Commissioners hereby authorizes port staff to submit a single "Port Development Building Construction and Renovation" project profile for Comprehensive Economic Development Strategy (CEDS) 2012 listing; including a match of approximately \$1,815,150 to construct a new Willows Wine Village development building in Kennewick and make improvements to the Port's existing Oak Street and Vista Field Development Buildings in Kennewick (\$798,667 for development building renovations; \$1,016,483 for new Willows Wine Village development building); and to authorize port staff to pursue federal/state funding sources as available.

ADOPTED by the Board of Commissioners of the Port of Kennewick this 8th day of May 2012.

**PORT OF KENNEWICK
BOARD OF COMMISSIONERS**

By: _____
SKIP NOVAKOVICH, *President*

By: Position Currently Vacant
Vice President

By: _____
GENE WAGNER, *Secretary*

PORT OF KENNEWICK

Resolution No. 2012-23

A RESOLUTION OF THE PORT OF KENNEWICK AUTHORIZING APPLICATION FOR FUNDING ASSISTANCE FOR A BOATING FACILITIES PROGRAM (BFP) PROJECT TO THE RECREATION AND CONSERVATION OFFICE (RCO) AS PROVIDED IN CHAPTER 79A.25 RCW, BOATING FACILITIES PROGRAM AND SUBSEQUENT LEGISLATIVE ACTION

WHEREAS, our organization has approved a comprehensive plan that includes this project area; and

WHEREAS, under the provisions of BFP, state funding assistance is requested to aid in financing the cost of planning, land acquisition, and/or facility development; and

WHEREAS, our organization considers it in the best public interest to complete the planning, land acquisition, and/or facility development project described in the application.

NOW, THEREFORE, BE IT RESOLVED that:

- *The Executive Director of the Port of Kennewick be authorized to make formal application to the Recreation and Conservation Office for funding assistance;*
- *Any fund assistance received be used for implementation of the project referenced above;*
- *Our organization hereby certifies that its share of project funding will be derived from the Port of Kennewick construction funds and/or any other grant funding Port Staff are able to leverage;*
- *We acknowledge that we are responsible for supporting all non-cash commitments to the sponsor share should they not materialize;*
- *We are aware that the grant, if approved, will be paid on a reimbursement basis. This means we may only request payment after eligible and allowable costs have already been paid and remitted to our vendors.*
- *We acknowledge that any property acquired or facility developed with financial aid from the Recreation and Conservation Funding Board (RCFB) must be placed in use for the funded purpose, and be retained in such use in perpetuity unless otherwise provided and agreed to by our organization and RCFB;*
- *This resolution becomes part of a formal application to the Recreation and Conservation Office; and*

- *We provided appropriate opportunity for public comment on this application.*

The resolution shall be effective immediately upon passage and signature by the Port of Kennewick Commissioners.

ADOPTED by the Board of Commissioners of Port of Kennewick this 8th day of May 2012 located at Clover Island in Kennewick.

PORT OF KENNEWICK
BOARD OF COMMISSIONERS

By: _____
SKIP NOVAKOVICH, President

By: Position Currently Vacant
Vice President

By: _____
GENE WAGNER, Secretary

PORT OF KENNEWICK

Resolution No. 2012-24

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE PORT OF KENNEWICK
ACKNOWLEDGING THE TRI-CITIES RIVERSHORE ENHANCEMENT MASTER PLAN**

WHEREAS, the construction of dams and the associated system of river levees along the Columbia River in the mid-20th century effectively separated the people of the Tri-Cities region from its greatest natural asset, the Columbia River; and

WHEREAS, a volunteer effort in the form of the Tri-Cities Rivershore Enhancement Council (TREC) formed in the mid-1990s to develop a common vision of restoring access and use of the rivershore throughout the Tri-Cities urban area, resulting in creation of the Tri-Cities Rivershore Enhancement Master Plan in 1997; and

WHEREAS, the Master Plan has served as a blue print for individual and common actions by the various local jurisdictions, resulting in lowering of the excessively high levee walls, development of a continuous 23-mile rivershore trail, lighting of the cable bridge and many other amenities associated with the river and of benefit to all citizens of the region; and

WHEREAS, the member jurisdictions of TREC financed preparation of an updated Master Plan during 2011, presenting a fresh plan of recommended actions to be undertaken individually and collectively to accomplish further enhancement of the various attributes of the rivershore throughout the Tri-Cities; and

WHEREAS, the commitment of individual local jurisdictions to the common objectives recommended in the updated master plan will be essential to the plan's implementation and the region's realization of further rivershore enhancement.

NOW, THEREFORE, BE IT RESOLVED that the Port of Kennewick Board of Commissioners hereby acknowledges the content and objectives of the updated Rivershore Master Plan and, to the greatest extent practicable, pledges to support and participate in efforts to implement recommendations of the plan.

BE IT FURTHER RESOLVED the Port of Kennewick Board of Commissioners hereby recognizes the TREC Master Plan as a resource to assist jurisdictional planning and decision making relative to the shoreline environment within its jurisdiction and that regional coordination of such plans is crucial to realization of the plan's goals.

BE IT FURTHER RESOLVED the Executive Director is authorized and directed to take such administrative actions as are necessary and appropriate to effect the conclusions of the Port of Kennewick Board of Commissioners as reflected in Sections 1 and 2 hereinabove.

ADOPTED by the Board of Commissioners of Port of Kennewick on the 8th day of May, 2012.

***PORT OF KENNEWICK
BOARD OF COMMISSIONERS***

SKIP NOVAKOVICH, President

Position Currently Vacant
Vice President

GENE WAGNER, Secretary

PORT OF KENNEWICK

Resolution No. 2012-25

**A RESOLUTION OF THE BOARD OF COMMISSIONERS
OF PORT OF KENNEWICK AWARDING A CONTRACT FOR CREATION
OF A TRIBAL CULTURAL/HERITAGE ARTWORK FOR CLOVER ISLAND**

WHEREAS, Port of Kennewick is working to strengthen our working relationship with area tribes; and

WHEREAS, the Port of Kennewick recognizes that Confederated Tribes of the Umatilla Indian Reservation (CTUIR) have a longstanding and rich cultural heritage associated with the area now known as Clover Island; and

WHEREAS, The Port established a 2012 art budget not to exceed \$120,000 for purchase and installation of a "tribal cultural/heritage" artwork; and this sum is fully funded in the 2012 Port budget; and

WHEREAS, a call to artists for a tribal cultural/heritage sculptural artwork was placed through Kennewick Arts Commission, with specifications made available to prospective artists; and

WHEREAS, subsequent conceptual proposals were received from qualified artists, and Kennewick's Art Commission and port staff reviewed the proposals which are in compliance with the specifications; and

WHEREAS, Kennewick Art Commission representatives and port staff determined the best proposal for the tribal sculptural artwork is Rodd Ambrosion's proposal; in an amount not to exceed \$85,000 (not including tax, installation, plaques, benches and other work as needed to complement the art), and that such proposal is in compliance with the request for proposal specifications.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Port of Kennewick Board of Commissioners does authorize the Executive Director to enter into a contract between the Port of Kennewick and Rodd Ambrosion for the "tribal cultural/heritage" artwork for Clover Island's "Village at Island Harbor", and that the Executive Director is further authorized to take all necessary procedures required to complete construction of the project.

ADOPTED by the Board of Commissioners of Port of Kennewick on the 8th day of May, 2012.

**PORT OF KENNEWICK
BOARD OF COMMISSIONERS**

By: _____
SKIP NOVAKOVICH, *President*

By: Position Currently Vacant
Vice President

By: _____
Gene Wagner, *Secretary*

PORT OF KENNEWICK

RESOLUTION 2012-26

**A RESOLUTION OF THE BOARD OF COMMISSIONERS
OF THE PORT OF KENNEWICK AUTHORIZING
PURCHASE OF AN EAGLE ART OBJECT FOR CLOVER ISLAND**

WHEREAS, The Port Commission has long recognized that the appearance of Clover Island has a substantial impact on the desirability of Clover Island as a place to establish a new business and as a place of public enjoyment; and

WHEREAS, the Port Commission understands the importance that quality art objects can play in Clover Island's redevelopment; and

WHEREAS, the Port has expressed a desire to represent the native wildlife and cultural heritage of the Columbia River region; and that Port staff is working to establish locations for future artworks objects; and

WHEREAS, the Port established a 2012 art budget not to exceed \$15,000 for purchase and installation of an "eagle" artwork; and this sum is fully funded in the 2012 Port budget; and

WHEREAS, a Kennewick Arts Commission representative and port staff have personally viewed the craftsmanship of sculptures by artist Todd Berget; and

WHEREAS, bringing a quality eagle sculpture to Clover Island would serve the community by further enhancing the waterfront to encourage business development.

NOW, THEREFORE BE IT HEREBY RESOLVED that the Port of Kennewick Board of Commissioners does authorize the Executive Director to enter into a contract between the Port of Kennewick and artist Todd Berget for an eagle artwork for Clover Island, and that the Executive Director is further authorized to take all necessary procedures required to complete construction of the project.

ADOPTED by the Board of Commissioners of the Port of Kennewick on the 8th day of May, 2012.

**PORT OF KENNEWICK
BOARD OF COMMISSIONERS**

By: _____
SKIP NOVAKOVICH, *President*

By: Position Currently Vacant
Vice President

By: _____
GENE WAGNER, *Secretary*

PORT OF KENNEWICK

Resolution No. 2012-27

***A RESOLUTION OF THE BOARD OF COMMISSIONERS
OF THE PORT OF KENNEWICK SELECTING INTEGRATED STRUCTURES INC.
TO PREPARE A WINERY VILLAGE MASTER PLAN***

WHEREAS, the Port desires to contract with Integrated Structures Inc. for preparation of a master plan for a winery village; and

WHEREAS, the fee for said services is \$54,000, plus reimbursable costs; and

WHEREAS, the Port has interviewed and evaluated the professional services of Integrated Structures Inc. and found their work professional and accurate; and

WHEREAS, the Port Commission approved the 2012 budget which includes the cost for master planning of the winery village.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Board of Commissioners for the Port of Kennewick does authorize select Integrated Structures Inc. to prepare a master plan document for a winery village located along North Washington Street between Columbia Drive and the Columbia River.

BE IT HEREBY FURTHER RESOLVED that the Board of Commissioners does approve the Design Agreement and authorizes the Executive Director to sign the agreement on behalf of the Board.

ADOPTED by the Board of Commissioners of Port of Kennewick on the 8th day of May, 2012.

***PORT OF KENNEWICK
BOARD OF COMMISSIONERS***

By: _____
SKIP NOVAKOVICH, *President*

By: Position currently vacant
Vice President

By: _____
Gene Wagner, *Secretary*

DESIGN AGREEMENT

THIS AGREEMENT is made on this _____ day of May 2012, between The Port of Kennewick (henceforth known as the Owner) and Integrated Structures Inc. (henceforth known as ISI), according to which ISI will prepare a Focused Master Plan for a winery village that will be designed and constructed in later phases on the Owner's properties located along North Washington Street between Columbia Drive and the Columbia River, Kennewick, Washington upon the terms and conditions hereinafter set forth.

ARTICLE 1. BACKGROUND AND DEFINITION OF PROJECT

Phase I - Project Pattern Language is completed. This work, undertaken with a user group consisting of representatives from the community and the owner was undertaken during the latter half of 2011. The project specific pattern language is a planning and building design document. It has been vetted and approved (dated 12/20/11) by relevant stakeholders in the community and it will form the basis for future phases, design work and development on port owned properties in the area. The purpose of this agreement (Phase II Focused Master Plan) is to actualize the patterns with a physical design.

ARTICLE 2. SCOPE OF WORK

Phase II - Focused Master Plan

ISI will undertake this work in three stages as follows:

Stage 1 - Concept master plan.

In this stage, ISI will prepare a proposed land use map for the entire site (which includes Port owned properties and properties held privately) and a concept master plan for the Port owned properties. The concept master plan will include:

- (i) Building foot prints - proposed and existing which are to be kept,
- (ii) Proposed uses for the various buildings to understand zoning implications,
- (iii) Pedestrian and vehicular paths,
- (iv) Positive outdoor space including courtyards, plazas, shopping streets...
- (v) Access and parking.

It is anticipated that the owner will be involved in this phase, with a mid-review and a final review and acceptance prior to proceeding with stage II.

Owner input and comments from the mid-review will be incorporated into the final stage I documents.

Stage II – Physical and Computer Massing Model.

In this stage ISI will work with the Owner to determine an area for massing in three dimensions. This could focus on an area which would become part of the initial development, or it may focus on an area that would make the best presentation to the larger community. In any case, once the area has been identified and agreed to, ISI will prepare a rough cardboard massing model, followed by a presentation quality wood model at an appropriate scale (approximately 1/16" to the foot), and a computer generated model. Upon completion of stage II and upon owner acceptance, ISI will commence with stage III.

Stage III – Presentation to the User Group.

In this stage ISI will assemble the documents from stages I and II and meet with the user group to present the work.

ARTICLE 3. DESIGN FEE AND SCHEDULE OF PAYMENTS.

The design fee for Phase 1I will be a lump sum of \$54,000.00 to be paid in the following installments:

- (a) Retainer of 10% (\$5,400.00) to be paid upon signing of this agreement;
- (b) Payment of 20% (\$10,800.00) upon completion of the Stage I Mid-review with the owner and other interested parties as determined by the owner.
- (c) Payment of 20% (\$10,800.00) upon delivery of Stage I documents.
- (d) Payment of 20% (\$10,800.00) upon completion of the cardboard massing model.
- (e) Payment of 20% (\$10,800.00) upon completion of Stage II work.
- (f) Payment of 10% (\$5,400.00) upon completion of Stage III.
- (g) The following items are to be reimbursed at cost.

Travel, meals and accommodations for ISI staff traveling and staying in Kennewick, Washington.

(h) The following items are to be reimbursed at cost plus 15%.

Reproductions, prints of drawings or documents, model materials, FedEx, mailing, and other office expenses directly attributable to the project.

ARTICLE 4. CHANGE OF SCOPE

If the Owner requires additional services ISI will undertake the additional work either on the basis of a fixed sum or by the hour at the hourly rates then in effect. ISI will not engage in any additional services until the financial arrangement and scope for those services is agreed to in writing between ISI and the Owner.

To execute the work described in this agreement ISI will allocate its resources in advance of its completion. Therefore, if the Owner decides to terminate the project before its completion, ISI will be compensated for (i) all work completed, (ii) all work in progress and (iii) will receive one half of the remaining design fee after the work in (i) and (ii) is accounted for.

ARTICLE 5. SPECIAL SERVICES

The following services, if called for, will require special work by ISI to direct and manage consultants. The Owner will pay consultant fee directly upon approval of invoices by ISI.

(a) Site investigations requiring qualified expert consultants including but not limited to; zoning, archeological, biological, zoological, environmental, geotechnical and hydrological.

(b) Special visits, meetings, drawing plans, design reviews, or presentations to the City/County, or other jurisdiction having authority, or other arrangements beyond those described in article 2.

ARTICLE 6. DISPUTE RESOLUTION

Any controversy between the parties arising out of this Agreement, or breach thereof, shall be subject to the procedure described below prior to pursuing other legal remedies.

a) Notice of Dispute and Meeting. If any party asserts that a breach of this Agreement has occurred resulting in a claim, then such party shall give written

notice to the other party, citing the provision of this Agreement that has been breached and the relevant facts supporting such claim. A meeting shall be held promptly between the parties, attended by individuals with decision-making authority, to attempt in good faith to negotiate a final resolution of the dispute.

b) If within thirty (30) days after serving a notice under Section 6a, above, the parties have not succeeded in resolving the dispute, they shall submit the dispute to a mutually acceptable third-party mediator. Owner and ISI will participate in good faith in the mediation and the mediation process.

The mediation shall be non-binding. If the dispute is not resolved by mediation, then either party shall submit the matter to binding arbitration within thirty (30) days after the termination of the mediation process. If neither party submits the dispute to arbitration as aforesaid, then neither party shall be entitled to pursue any litigation remedy. Neither party shall be entitled to seek or recover punitive damages in considering or fixing any award under these proceedings.

c) If within thirty (30) days following the submission of a matter to binding arbitration, the parties cannot agree on an arbitrator, then an arbitrator shall be selected by the American Arbitration Association ("AAA"). If the parties cannot agree on arbitration rules then the arbitrator shall set the arbitration rules, including discovery rules. The costs of the mediation and arbitration, including any mediator's fees, administration fees, the arbitrator's fee, and costs for the use of facilities during the hearings, shall be borne equally by the parties.

d) Attorneys' fees may be awarded to the prevailing or most prevailing party at the discretion of the arbitrator. The terms of this ARTICLE 6 shall survive the termination of this agreement.

ARTICLE 7. OWNERSHIP OF PLANS.

All design documents, and other materials prepared in connection with this agreement are the property of ISI. Upon payment in full of all amounts due under this contract the Owner will have a license to use these documents. As the author of said documents, ISI shall have all rights to use photographs or copies of any of these documents in any promotional materials, publications, books or articles.

ARTICLE 8. PHOTOGRAPHS.

~~It is understood that one of the reasons that ISI has undertaken the~~

~~design of this project is for its architectural significance. The Owner agrees to grant ISI, upon reasonable notice, access to the site and building(s) for a period of five years from the date of completion of the project for purposes of photographing and publicizing the work. In general it is sufficient to reference the house by town, county, or region (i.e. Northern California). ISI agrees that the Owners address will not be provided on any photograph or publication without the written consent of the Owner.~~

ARTICLE 9. INSURANCE

ISI and each of its consultants shall maintain insurance coverage as set forth in this article. And shall provide satisfactory certificates of insurance evidencing all such coverage. The commercial general liability policy shall be endorsed as Primary and Non-Contributory, and shall name the Client and the Client's Designated Representatives, officers, employees, and agents as additionally insured. All policies except professional liability, shall waive subrogation against the Client and the Client's Designated Representatives, officers, employees, and agents.

Commercial General Liability Insurance with a combined single limit of not less than \$1,000,000 for each occurrence and not less than \$1,000,000 in the aggregate.

Worker's Compensation Insurance, with a combined single limit of not less than \$1,000,000 for each person and not less than \$1,000,000 for each accident.

Professional Liability Insurance with limits of not less than \$2,000,000 annual aggregate.

ARTICLE 10. SIGNATURES

For Integrated Structures Inc:

R. Gary Black, President

(date)

For the Owner:

Tim Arntzen, President
Kennewick Port Authority

(date)