

AGENDA

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

Tuesday, May 14, 2013
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, 2013
 - B. Approval of Warrant Registers Dated May 8, 2013
 - C. Approval of Warrant Registers Dated May 15, 2013
- V. PRESENTATIONS**
 - A. Waterfront Conference, Kris Watkins
 - B. Columbia Drive, Larry Peterson
 - C. Clover Island/Columbia Drive, Gary Hansen PixelSoft Films
 - D. Winery Effluent Treatment Project, Interlocal with West Richland, Roscoe Slade;
Resolution No. 2013-12
 - E. Urban Growth Area Boundary Amendment Application Interlocal with West Richland, Roscoe Slade;
Resolution No. 2013-13
- VI. REPORTS, COMMENTS AND DISCUSSION ITEMS**
 - A. Vista Field Update
 - B. Vista Field Advisory Committee
 - C. Commissioner Meetings (formal and informal meetings with groups or individuals)
 - D. Non-Scheduled Items
- VII. PUBLIC COMMENT** *(Please state your name and address for the public record)*
- VIII. ADJOURNMENT**

PLEASE SILENCE CELL PHONES

PORT OF KENNEWICK

Resolution No. 2013-12

**A RESOLUTION OF THE BOARD OF COMMISSIONERS
OF THE PORT OF KENNEWICK APPROVING THE INTERLOCAL AGREEMENT
WITH WEST RICHLAND FOR THE WINERY EFFLUENT TREATMENT PROJECT**

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 complete the Winery Effluent Treatment Project; 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 Winery Effluent Treatment Project 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 14th day of May 2013.

**PORT OF KENNEWICK
BOARD OF COMMISSIONERS**

By: _____
SKIP NOVAKOVICH, President

By: _____
DON BARNES, Vice President

By: _____
GENE WAGNER, Secretary

INTERLOCAL COOPERATIVE AGREEMENT
between
THE CITY OF WEST RICHLAND AND THE PORT OF KENNEWICK, WASHINGTON,
for
WINERY EFFLUENT TREATMENT FACILITY PROJECT

THIS INTERLOCAL COOPERATIVE AGREEMENT is entered into this — day of _____, 2013 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 recognized the need for a cost effective solution(s) for treating winery effluent that would mutually benefit both the Port of Kennewick and the City of West Richland, provide Jurisdictions with a competitive advantage, and is in the best interest of the Jurisdictions and the public and;

WHEREAS, said solution(s) will improve industrial process water 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, Tri City Raceway, and other parts of the city improving access and/or infrastructure adjacent to Red Mountain Center, Tri City Raceway, 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 complete the Winery Effluent Treatment Project, 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 Public Works 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, and
- (d) Following proper Port policies and procedures for consultant selection and Port bid law policies and procedures when awarding the bid for a project.

Section 3. Funding. The Port of Kennewick and the City of West Richland commit to splitting project costs as follows:

**Winery Effluent Treatment Facility Study – not to exceed \$19,000
50/50 split not to exceed \$9,500 from either Jurisdiction**

Funding shall be used for costs associated with consultant services to study and provide a report outlining recommended options for treating winery effluent. Study will include but not limited to a focus on efficiency, upfront capital costs, annual operating costs, and other items needed to determine a cost effective solution(s). The consultant shall also arrange for Port and City staff to tour various installations treating winery effluent. Each Jurisdiction's staff travel expenses associated with said tour shall be in addition to the \$9,500 and be borne separately by each Jurisdiction.

Section 4 Land Commitment. The Port of Kennewick is committed to negotiating land use and a partnership arrangement with the City of West Richland for use of Port land from the Port-owned land located at the former Tri-City Raceway along with the necessary access and utility easements for the construction of a Winery Effluent Treatment Facility. The details shall be finalized in a future inter-local agreement once mutually agreed upon terms and conditions have been identified (i.e. location, size, partnership arrangement, etc.).

Section 5. Modification. This Agreement may only 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 project or 12/31/2014, whichever occurs first.

Section 7. Inspection of Records. The records and documents with respect to all matters covered by this Agreement shall be subject to inspection by either 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.

Section 10. Signed in Counterparts. This Agreement may be signed in counterparts.

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: _____ 2013

ATTEST:

City Clerk

APPROVED AS TO FORM:

Bronson Brown, City Attorney

Date: _____ 2013

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 _____ day of _____, 2013

Signature of Notary

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

My appointment expires _____

PORT OF KENNEWICK

Tim Arntzen, Executive Director

Date: _____, 2013

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 _____, 2013.

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. 2013-13

***A RESOLUTION OF THE BOARD OF COMMISSIONERS
OF THE PORT OF KENNEWICK APPROVING THE INTERLOCAL AGREEMENT
WITH WEST RICHLAND FOR THE 2013 URBAN GROWTH AREA BOUNDARY
AMENDMENT APPLICATION***

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 for funding to be used for costs associated with the preparation and submittal of a 2013 Urban Growth area boundary amendment application; 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 attached interlocal agreement, 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 14th day of May 2013.

**PORT OF KENNEWICK
BOARD OF COMMISSIONERS**

By: _____
SKIP NOVAKOVICH, President

By: _____
DON BARNES, Vice President

By: _____
GENE WAGNER, Secretary

INTERLOCAL COOPERATIVE AGREEMENT
between
THE CITY OF WEST RICHLAND AND THE PORT OF KENNEWICK, WASHINGTON,
for
CITY OF WEST RICHLAND URBAN GROWTH AREA BOUNDARY
AMENDMENT APPLICATION

THIS INTERLOCAL COOPERATIVE AGREEMENT is entered into this ____ day of _____, 2013 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, Tri City Raceway, and other parts of the city improving access and/or infrastructure adjacent to Red Mountain Center, Tri City Raceway, 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 complete 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 Community and Economic Development Director. Said person shall be responsible for:

Port of Kennewick ~ City of West Richland 1

2013 UGB Application Interlocal agreement. \$50,000

O:\CONTRACTS\AGENCY Contract\City of West Richland\2013 FINAL Port COWR Interlocal Agreement-UGB Application

- (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, and
- (d) Following proper Port bid law policies and procedures when awarding the bid for project.

However, the Port Executive Director must approve all consultants hired under this Agreement before any consultant contract is entered into as outlined in Section 3. Funding.

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

URBAN GROWTH AREA BOUNDARY AMENDMENT APPLICATION Funding \$50,000

Such Port of Kennewick funding shall be used for costs associated with the preparation and submittal of a 2013 Urban Growth area boundary amendment application. Investment of Port funding in 2013 will include legal, consultant, travel, technical assistance in meeting Benton County, Washington State Department of Commerce, Growth Management Act, and other environmental and regulatory organizations and groups.

- Buildable Lands Analysis Report
- Development of short and long-term strategy
- Boundary line adjustment research, legal review and recommended strategy
- Stakeholder outreach in concert with Port staff – Tri-Cities, Legislative, Legal, Olympia
- Update of the City's Economic Development Strategic Plan (removal of ranch, incorporate Port Raceway property development)
- Technical and Land use analysis
- UGB Economic Impact analysis and local, state benefits projection – Update from 2009

Section 4. The City of West Richland commits to the following leadership and matching resources:

- City staff will lead facilitation of application preparation and submittal in 2013.
- Update facility plan from 2007 UGB technical analysis.
- Staff coordination, meeting preparation, notification and reporting.
- Upon submittal, the City will monitor and facilitate the progress as processed by Benton County and the Washington State Department of Commerce.
- The City will facilitate Ad Hoc committee planning meetings and council/commission reports and workshops.
- Joint Port/City workshop(s) will assess project and determine 2014 strategy and budgetary needs.

Section 5. Modification. This Agreement may be modified only 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 or 12/31/2013, whichever occurs first.

Section 7. Inspection of Records. The records and documents with respect to all matters covered by this Agreement shall be subject to inspection by either 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.

Section 10. Signed in Counterparts. This Agreement may be signed in counterparts.

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: _____ 2013

ATTEST:

City Clerk

APPROVED AS TO FORM:

Bronson Brown, City Attorney

Date: _____ 2013

STATE OF WASHINGTON

)

ss.

COUNTY OF BENTON

)

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 _____ day of _____, 2013

Signature of Notary

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

My appointment expires _____

PORT OF KENNEWICK

Tim Arntzen, Executive Director

Date: _____, 2013

STATE OF WASHINGTON

COUNTY OF BENTON

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)
)

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 _____, 2013.

Signature of Notary

Print or stamp name of Notary
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