

AGENDA

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

Tuesday, September 27, 2011
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 September 15, 2011
 - B. Approval of Warrant Registers Dated September 28, 2011
 - C. Approval of Commission Meeting Minutes Dated September 13, 2011
- V. OLD BUSINESS**

Policies and Procedures for Public Use of Port's Facilities; Resolution 2011-38
- VI. NEW BUSINESS**
 - A. 2012 Planning Workshop
 - B. Confederated Tribes of the Umatilla Indian Reservation
- VII. BREAK, IF NEEDED**
- VIII. REPORTS, COMMENTS AND DISCUSSION ITEMS**
 - A. Clover Island
 - 1. Cedars Parking Lot Project Update
 - 2. Deed Restriction Report
 - 3. Milfoil Update
 - B. Vista Field
 - 1. FBO Update
 - C. Commissioner Meetings (formal and informal meetings with groups or individuals)
 - D. Non-Scheduled Items
- IX. PUBLIC COMMENT** *(Please state your name and address for the public record)*
- X. EXECUTIVE SESSION** *(Ask public if they are staying, and if not, where they can be located if the Executive Session ends early.)*

Real Estate (selection of site/acquisition), per RCW 42.30.110(1)(b)
- XI. ADJOURNMENT**

PLEASE SILENCE CELL PHONES

PORT OF KENNEWICK

RESOLUTION 2011-38

***A RESOLUTION OF THE BOARD OF COMMISSIONERS
OF THE PORT OF KENNEWICK APPROVING THE
PUBLIC SPACES POLICY AND USE AGREEMENT***

WHEREAS, in an effort to provide organized use of the Port of Kennewick's facilities, the Public Spaces Policy and Use Agreement describes the services available and procedures to be followed when reserving a public space; and

WHEREAS, this policy may be updated occasionally with all revisions being approved by the Port Commission via Resolution; and

WHEREAS, staff recommends approval of the Public Spaces Policy and Use Agreement and believes this to be in the best interest of the Port.

NOW THEREFORE, BE IT RESOLVED that the Port of Kennewick Commission does hereby approve the Public Spaces Policy and Use Agreement, as attached.

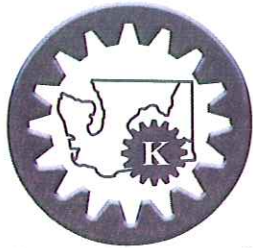
ADOPTED by the Board of Commissioners of Port of Kennewick on the 27th day of September 2011.

**PORT OF KENNEWICK
BOARD OF COMMISSIONERS**

By: _____
SKIP NOVAKOVICH, President

By: _____
DAVID HANSON, Vice President

By: _____
GENE WAGNER, Secretary



Port of Kennewick

PORT OF KENNEWICK

PUBLIC SPACES POLICY AND USE AGREEMENT

INTRODUCTION

The following information is provided to communicate a uniform policy that shall apply to everyone while visiting or using Port of Kennewick public spaces that are open to the general public and to describe the services available in certain Port of Kennewick public spaces.

Reservations and scheduling for use of these public spaces are required for any community, special or private event that involves more than visiting or routine use by the public at large.

The following public spaces (please see attached map) have been categorized for their intended type of use and are available to the public for community or private activities:

Lighthouse Plaza, Clover Island, Kennewick, WA – 125 person capacity

BBQ Plaza, Clover Island, Kennewick, WA – 30 person capacity

Overview of Reservation Procedure

1. To obtain scheduling information contact the Port's Secretary at 509-586-1186, fax at 509-582-7678, e-mail at www.bscott@portofkennewick.org, or in writing or person at 350 Clover Island Drive, Suite 200, Kennewick, WA 99336.
2. Obtain application forms, facility information and general policy information at www.portofkennewick.org, or at the Port offices located at 350 Clover Island Drive, Suite 200, Kennewick, WA 99336.

Purpose and Priority

The purpose of Port public spaces is to provide public access, support Port business operations and facilitate community uses. In an effort to balance community access and private demand, the Port has decided to offer, whenever possible, certain public spaces for community and private events when they do not overly restrict access by the general public or interfere with Port business operations.

The Port retains the right to cancel any scheduled use in the event of an emergency or

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for other Port requirements, as determined by the Executive Director. In the event a scheduled use must be canceled, the Port will notify affected groups or individuals with as much notice as possible. The Port shall not be liable for any damages caused by cancellation of the scheduled use; the User shall have no recourse against the Port for any breach hereunder.

Applications and Making Reservations

Organizations practicing, supporting or promoting activities, which are contrary to local, State or Federal law, shall not be permitted to use Port public spaces. Scheduling shall be on a first-come, first-served basis.

For All Other Reservations

The Port will accept applications up to 6 months in advance of the month of intended use. Applications will be processed in the order received. Submittal of an application and payment does not guarantee availability. Applications shall be reviewed and can either be accepted, limited, or denied.

To have confirmed reservations for a designated public space, Users need to complete the following three steps:

1. Complete, sign and return an application form (available at www.portofkennewick.org).
2. Make the required payment (see attached fee schedule).
3. Provide appropriate insurance naming the Port as an additional insured. A copy of the insurance certificate in the amount of One Million Dollars (\$1,000,000) and with an insurer satisfactory to the Port naming the Port as an additional insured must be provided at least twenty (20) business days prior to use of the public space. The reservation will be canceled if the insurance certificate is not timely provided.

NOTE: There may be some cases where the Port determines that an activity or intended use of the public space is of a nature for which insurance is not required.

Upon receipt and review of the application and payment, Users will receive a confirmation form which will serve as confirmation and proof of the reservation.

Fees and Payment

See Attached Fee Schedule.

Community Use Rates (for events advertised as completely open to the public, free of charge, and not a fundraiser) are generally 50% of the Private Use Rates. This reduction in rate is based on the general public

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receiving an equal benefit of public space use. The community use rate does not apply to events that are revenue generating or that raise funds. It must be a community use being actively promoted as open to the public. Please see In-Kind Sponsorship Authorization form.

NOTE: To qualify as a community use the activity must be open to the general public and evidence of a community announcement, acceptable to the Port, must be provided at least twenty (20) business days prior the date of the event. The activity will be classified as a private use if proof of community announcement is not timely provided.

User fees may be paid by check or money order made payable to the Port of Kennewick.

Rights and Privileges

Individuals or groups without confirmed reservations must relinquish the public space when proof of a valid Port receipt for the reservation of that public space is presented. If no receipt for the reservation for the public space is presented, then the public space is available on a first-come, first-served basis.

For unauthorized or uncooperative individuals who will not relinquish use of the public space for which you have a reservation receipt, you should first attempt to notify the Port at (509)586-1186. However, if the situation warrants, you have the right to notify local law enforcement. In the event of an emergency, call 911.

Rescheduling Processing Fee

Applicants will not be charged for the first request to reschedule a single time and/or date; however, multiple schedule changes will be charged a rescheduling processing fee of \$25.00 per time or date change.

Cancellations and Refunds

All notices of cancellation and requests for refunds must be made in writing to the Port of Kennewick, Attention: Port Secretary, 350 Clover Island Drive, Suite 200, Kennewick, WA 99336. Once received, refunds generally will be issued in 30 days.

NOTE: To receive a full refund, less administrative fee, cancellation must be made in writing a minimum of 30 business days prior to your reservation date.

NOTE: No refunds will be made due to weather conditions.

Should the Port be required to cancel reservations due to an emergency or other Port requirement, the applicant is eligible for a full refund.

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Set up

Any use that requires site preparation or set up of equipment, furniture, fixtures or other personal property is restricted to areas which do not directly interfere with entries, exits, tenants or Port business operations and requires prior written permission of the Port. Tables, chairs, or signs, etc. are not allowed near roadway, walkways, sidewalks, trails, entry doors, or other areas that may affect public use of Port facilities. Please see attached map. Signs advertising or promoting the event are not permitted without permission of the Port.

Port equipment, furniture, fixtures or other personal property may not be moved or rearranged without prior permission and specific direction from the Port.

Should User set up or access is required outside of regular Port hours, additional fees may be applied.

Breakdown & Clean Up

Use of a public space is conditioned upon the return of that space to a neat, clean and undamaged condition at or prior to the ending time that User has reserved the space. Failure of individuals to vacate the public space at the designated time may result in denial of subsequent use of Port public spaces.

The individual or entity signing and completing the application form will be considered the responsible party for usage of the public space and shall be responsible for the actions of their guests and/or vendors. The responsible party shall be liable for damage to the premises; the responsible party shall be required to pay for all damages within fifteen (15) days of receiving an invoice from the Port.

Users must carefully adhere to each of the clean-up items specified on the application. All garbage must be removed from the public space area or facility by the Users. Should excessive garbage be anticipated, it is the responsibility of the User to arrange and pay for the obtaining and removal of their own garbage receptacles.

Hours of Use

The hours of use are dawn to dusk (4 hour maximum).

Period of Use

The period of use specifically include set up, break down, and clean up and is not subject to extension without express written consent of the Port.

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Use Impact

The design and purpose of Port public spaces is to support general public access, Port business operations, and facilitate community uses. It is in this spirit that the Port reserves the right to restrict or deny use of Port public spaces. Use impact assessments shall be made from review of applications submitted. Failure of individual members of the public to fully disclose the intended use of the public space may result in denial of subsequent use of Port public spaces.

Individual members of the public practicing, supporting or promoting activities which are contrary to local, State or Federal law shall not be permitted to use Port public spaces.

Activities may be classified as "high impact" based on the type of activity in the public space requested and/or the anticipated attendance of the activity. It shall be at the sole discretion of the Port to determine whether a particular use is high impact.

Public Space Use Standards

The following use standards apply to everyone while visiting or using public spaces for community, special or private events.

Conduct

All persons shall conduct themselves in a civil manner consistent with community standards and Port policies. Individuals or groups being disruptive or causing damage may be asked to leave and or denied subsequent use of public spaces.

Tents/Canopies/Shade Structures

Tents, canopies and shade structures are allowed for private use on Port public spaces with written permission from the Port. Please see map for location within which tents, canopies and shade structures may be placed.

Alcohol

The opening or consuming of any alcoholic beverages is prohibited in all public space areas or facilities.

Candles, Flowers, Balloons & Breakables

The Port does not allow helium balloons, fog or bubble machines, lanterns, candles, breakable objects, heat-producing equipment, or other smoke-emitting materials or devices. The Port does not allow glitter, confetti, rice, birdseed or

flower petals. The Port allows flowers in the public spaces if they are contained, but does not allow flower petals to be spread or tossed within the public spaces. No materials including but not limited to tacks, nails, staples, or tape are to be used on any exterior walls, structures, or landscaping.

Food, Non-Alcoholic Beverages, and Catering

Food, non-alcoholic beverages, and catering may be allowed in the public spaces with prior written consent of the Port.

The scope and cost of services provided to the User by their vendor is solely between the User and the vendor, and the Port is not responsible for fulfillment of the vendor agreement. The Port does not provide table linens, china/dishware, flatware or table service settings.

NOTE: Users are responsible for ensuring their vendor(s) follow all guidelines as written in this *Public Spaces Policy and Use Agreement*. Failure of User and/or vendor to comply with any of the guidelines may result in denial of subsequent use of Port public spaces.

Following an event, Users are responsible for food removal, clean up, and return of public space facility to its original setting.

Music

Music may be permissible as long as it does not interfere with Port business operations or tenants. Unreasonably loud music that interferes with Port business operations or tenants will not be allowed. Music must be used in compliance with all applicable local, State and Federal regulations.

Litter

No person shall throw or deposit litter on any Port property, except in public receptacles or specified containers arranged by User and in such a manner that the litter will be prevented from being carried or deposited by the elements upon any part of the facility or grounds, or upon any street or other public place. Where public receptacles are not provided, User shall arrange for receptacles and all event trash and litter shall be carried away and properly disposed. Fines for littering shall be imposed in accordance to local municipal codes and regulations.

Whether permitted by state law or not, the possession or discharge of any common fireworks are prohibited in or upon all Port public space areas.

Equipment & Supplies

For Lighthouse Plaza events, User must provide his/her/their own resources at his/her/their own cost. This includes: portable toilets and garbage receptacles (placed according to map) must be provided for all events for over 50 persons

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which last more than one hour. If portable toilets and garbage receptacles are not provided the User may be subject to cleaning and damage liability to the Port.

Expectations

Please be advised that Clover Island is a working waterfront area and public space facilities are located near and within a public use island, boat launch, and marina; as well as private ownership venues. Your event may be impacted by the general public as well as marine industrial activities, and private and public use activities nearby including noise, fumes, dust, exhaust from boats, and vehicles, as well as adjacent traffic related to pedestrian and boating facility users accessing the island's restaurants, hotel, parking, boat launch, and marina sites.

Safety and Security

Persons using Port public spaces do so at their own risk and agree to defend, indemnify, and hold harmless the Port as to any claims or suits arising out of such use.

Individuals shall be responsible for the security of all personal items while visiting or using any Port facility. The Port is not responsible for the damage, loss or theft of personal items and does not provide security for users of public spaces.

The Port may require some individuals or groups, depending on the type of activity or use, to take precautions by acquiring security personnel acceptable to the Port. Costs incurred to acquire security personnel shall be the responsibility of the User.

Signs

It is prohibited to place any sign, banner, or advertising on or in any Port public space without permission of the Port.

Restricted Areas

It is prohibited for any person except a duly authorized Port employee in the performance of his or her duties, or other person authorized by law, to enter or go upon any area which has been designated and posted as a "no admittance" or "closed to use" or a "no trespassing" area for the purpose of protecting Port property or for protecting the public from conditions which constitute a potential hazard.

Motor Vehicles

Motor vehicles may be operated only on paved roadways and may be parked only in designated paved or graveled parking areas. "Paved roadways" do not

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include sidewalks or paved ways for the exclusive use of pedestrians, bicycles, or wheelchairs.

Parking

Everyone must observe and adhere to each facility's parking regulations. Availability of adequate parking for events is not guaranteed by the Port. Parking spaces at Port facilities are for the use of the general public and/or facility patrons during open facility hours. Parking while a facility is closed, overnight parking and residential parking on or at Port facilities is prohibited unless express written authorization is given by the Port.

Reserving Port facilities for high-impact use, with large numbers of people attending, may require a special parking agreement with the Port.

Pets and Animals

With the exception of certified service animals, animals are not allowed in Port buildings open to the public except by written permission of the Port.

All pets and animals, where allowed on Port property, must be under control by means of a leash, restraints or in suitable carriers.

Owners or handlers are responsible for cleaning up their animal's waste deposits left on Port property. Owners and handlers are required to have in their possession the equipment necessary to remove their animal's fecal matter when accompanied by said animal on Port property or adjacent public easements or right of ways.

No person shall hunt, catch, or injure any wild animal or birds on Port property unless express written consent is given by the Port.

Destruction, Removal or Encroachments of Port Property

It is prohibited for any person to remove, injure, deface, damage, or destroy Port property. This applies to all aspects of the natural or landscaped environment and to any structure, object, equipment, improvement, other Port property.

It is prohibited for any person other than a duly authorized employee or agent of the Port 1) to place, erect, or maintain any structure or obstruction of any kind on Port property, 2) deposit or store any refuse, debris, vegetation, personal property, litter, or any other material on Port property; 3) mow, prune, cut, clear, plant on, or otherwise alter or disturb any natural or landscaped property.

HOLD HARMLESS

Applicant hereby agrees to protect, indemnify, defend and to hold and save harmless the Port, its elected officials, agents and employees, their successors and assigns, heirs, executors, and administrators from and against all liabilities, obligations, fines, claims,

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claims for mechanics liens, damages, penalties, causes of action, costs and expenses (including without limitation attorney's fees and expenses), and any and all claims by or on behalf of any person or persons, firm or corporation, in connection with any such items of actual or alleged injury or damage,

- arising out of acts or omissions of the undersigned, its servants, agents, invitee, guests and employees on or about Port property, or
- arising out of the use of Port property or any part thereof,
- due to or arising out of any failure on the part of the undersigned to perform or comply with any policy, rule, ordinance, or law to be kept and performed.

THE UNDERSIGNED APPLICANT HEREBY WAIVES (GIVE UP) ITS IMMUNITY UNDER THE INDUSTRIAL INSURANCE ACT RCW TITLE 51 AND/OR THE LONGSHOREMEN'S AND HARBOR WORKERS' COMPENSATION ACT.

THE UNDERSIGNED APPLICANT HEREBY AGREES TO INDEMNIFY THE PORT FOR THE CONCURRENT NEGLIGENCE OF THE PORT AND THE UNDERSIGNED.

This indemnity agreement does not apply when such damage or injury is caused solely by negligent or intentional acts of the Port, its elected officials, agents or employees.

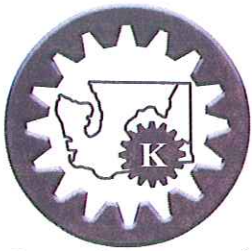
By signing below I acknowledge that I have read and understand the rental information and policies including in this packet. I will abide by all Port rules and regulations while renting this public space.

Signed:_____ **Date:**_____

Printed Name:_____

Thank you for contributing to the community effort to preserve the natural beauty and resources of the Port of Kennewick's public spaces.

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Port of Kennewick

FEE SCHEDULE:

Private Individual or Business **\$250.00**

Non-Profit Organization/Community Group **\$125.00**

Public Agency *Fee Waived*
(See In-Kind Sponsorship Authorization Form.)

Note: The above fees include a \$50 non-refundable administration fee.

Additional fees may be required should User set up or access be required outside of regular Port hours.



Port of Kennewick

IN-KIND SPONSORSHIP AUTHORIZATION

Sponsorship Name: _____

Event Date and Time: _____

Staff Lead: _____

Public Space/Facility Requested:

_____ Lighthouse Plaza
_____ BBQ Plaza

BACKGROUND INFORMATION

Date of Request: _____

Host Organization: _____

Estimate # of Attendees _____

Legal Status (501(c)3, 107(c), etc.) _____

Contact Name: _____

Address: _____

Phone: _____ Email: _____

PURPOSE OF PORT'S PARTICIPATION IN THIS EVENT

_____ Customer/business Marketing
_____ Port Membership Organization Event
_____ Community Relations/Advertising of Port

STATEMENT OF RELEVANCE

The Port's participation in this event must be connected to trade promotion, economic development, or a demonstrated active business relationship or partnership with the Port.

Please explain how this event meets this requirement.

Monetary Value, if Any: \$ _____

Note: As a public agency of the State of Washington, the Port of Kennewick considers all sponsorship requests in accordance with applicable Washington Statutes and applicable sections of the Washington State Constitution. All requests are subject to budget limitations, program prioritization, and the approval of the Port.

Benefit to the Port:

Note which opportunities will be provided to the Port – please be detailed.

_____ Advertising

_____ Speaking Opportunity

_____ Other

Description: _____

**Please read and sign Port Public Spaces Policy and Use Agreement.
Please attached fee schedule.**



Port of Kennewick

FEE SCHEDULE:

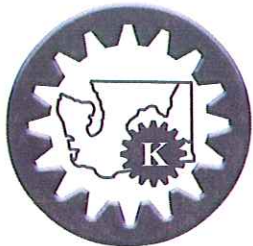
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Port of Kennewick

PORT OF KENNEWICK

PUBLIC SPACE – REQUEST FOR USE

For use of the Port of Kennewick Public Spaces, please fill out this form and return it along with the signed Policy and Agreement form, and applicable payment to:

PORT OF KENNEWICK
350 Clover Island Drive, Suite 200
Kennewick, WA 99336

Public Space Requested:

_____ Lighthouse Plaza – 125 person capacity

_____ BBQ Plaza – 30 person capacity

Name of Individual, Group Organization: _____

Type of Organization (Please check one):

_____ Private Individual or Businesses (\$250.00 fee*)

_____ Non-profit organization/community group (\$125.00 fee*)

_____ Public agency (Fee waived)

*Note: Non-refundable \$50.00 administrative fee included.

Address: _____

Contact Person: _____

Telephone No.: _____ FAX No.: _____

Email Address: _____

Day of Event Contact Information: _____

Type of Gathering: _____

Date(s) of Use: _____

Time Period(s) of Use: _____

Number of Attendees: _____

Name of Individual, Group Organization: _____

Date(s) of Use: _____

Please check all that may be applicable to your event and describe:

_____ Signage _____ Food/Beverages (non-alcoholic) to be served
_____ Extended Use Period _____ Tent/Canopy or Shade Structure
_____ Catering / Vendor _____ Other Special Requirement – Please Describe

Description: _____

PLEASE READ AND SIGN THE ATTACHED POLICY AND AGREEMENT WHICH STATES RULES AND REGULATIONS AND THE PROPER USE OF THE PUBLIC SPACE.

If you have any questions, please call (509) 586-1186. Thank you.

=====

For Office Use Only:

Fee Received (circle one): \$250 \$125 *Fee waived*

_____ *Proof of Insurance Received*

Special Authorization(s) Given:

_____ *Tent/Canopy/Shade Structure (describe)* _____

_____ *Extended Use (describe):* _____

_____ *Signage (describe):* _____

_____ *Special Parking Requirements (describe):* _____

_____ *Other (describe):* _____

Request for use approved by: _____

Dated: _____