



REGULAR COMMISSION MEETING

PORT OF KENNEWICK

OCTOBER 22, 2013 MINUTES

CALL TO ORDER

Commission President Skip Novakovich called the Commission meeting to order at 2:00 p.m. in the Port of Kennewick Commission Chambers located at 350 Clover Island Drive, Suite 200, Kennewick, Washington 99336.

The following were present:

Board Members: Skip Novakovich, President
Don Barnes, Vice-President
Gene Wagner, Secretary

Staff Members: Tim Arntzen, Executive Director
Tana Bader Inglima, Director of Governmental Relations & Marketing
Tammy Fine, Director of Finance & Auditor
Amber Hanchette, Director of Real Estate & Operations
Larry Peterson, Director of Planning & Development
Bridgette Scott, Executive Assistant
Lucinda Luke, Port Counsel

PLEDGE OF ALLEGIANCE

Tim Arntzen led the Pledge of Allegiance.

PUBLIC COMMENTS

John David, 302 N. Underwood Street, Kennewick. Mr. David shared his appreciation for Port staff going out of their way to be helpful.

Vic Epperly, 8930 W. Canyon Place, Kennewick. Mr. Epperly highly commends the City of Kennewick and Port of Kennewick for working toward common goals on Columbia Drive. He recommends providing sufficient parking and hopes that the pond can get developed in a manner that enhances waterfront development.

No further comments were made.

CONSENT AGENDA

The consent agenda consisted of the following:

A. Approval of Direct Deposit and Warrants Dated October 15, 2013

Direct Deposit totaling \$25,438.71 and Expense Fund Voucher Numbers 34860 through 34863 totaling \$4,528.35; for a grand total of \$29,967.06.

B. Approval of Warrant Registers Dated October 23, 2013

Expense Fund Voucher Numbers 34864 through 34911 totaling \$109,060.75 and Construction Fund Voucher Number 3478 through 3488 totaling \$44,924.17.

MOTION: Commissioner Barnes moved approval of the consent agenda; Commissioner Wagner seconded. With no further discussion motion carried unanimously. All in favor 3:0.



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PRESENTATION

A. Denver Artwork / Columbia Drive Artisan Incubator, Barb Carter

Mr. Arntzen introduced Ms. Carter and shared his appreciation for the many projects she has brought to the port's attention and for her dedicated work in supporting the arts.

Ms. Carter stated the arts studio needs assessment is underway. Over the past few years artists have discussed the lack of rental space for artists to be able to get together to work. We have found that there is not a place where artists can work on large projects. For example, the artwork in the round-a-bouts have been purchased outside the area because we do not have artists locally to install large pieces. Ms. Carter feels the Tri-Cities needs to grow our own artists. Over 70 surveys have been returned and 88% favored the need for studio space for large art pieces; 90% for training or classrooms; and 95% expressed a severe need for art exhibition space in the Tri-Cities. Seattle, Portland, Boise, and Spokane all have art studio spaces, but many of them are live/work spaces. Survey results indicate live/work spaces are not a good fit for the Tri-Cities.

Ms. Carter visited Denver recently and discovered it appears to be the city of art and science. It has one of the most thriving arts communities in the nation and the whole community is very supportive of the arts. They have quite a few live/work art spaces that have been very successful in revitalizing the neighborhoods that they were in, but now they're becoming really trendy places to live, so the artists are no longer able to afford to be there. The common theme for Denver is a combination of art plus science. It makes a creative community, and that is what they are building towards. Ms. Carter shared photographs of the convention center, Denver and Stapleton.

Ms. Carter stated in order for this kind of facility to work here, we need to combine the artist and science communities. She feels Columbia Gardens would be a great location between the industry, industrial area, the winery, culinary sciences, and the riverfront. This will spur creativity and would be a great fit. It also would offer a different opportunity for our visitors and the community. There are other wine incubators, but not with an artist element. The 211 Building could be used for artist space, a gallery and/or classroom. Ms. Carter has identified local partnership opportunities with Columbia Basin College (CBC) and Washington State University (WSU). Greg Pierce with CBC and Doug Gast from WSU would like to talk about developing a relationship with the port and city and organizing and managing the space and property; as well as maintaining a presence on the site. Ms. Carter feels with two major partners, we could work together to make it to make it happen. She requested the Commission consider including the concept of an arts design incubator in the Columbia Gardens plan.

Mr. Novakovich inquired if the 211 Building would be enough space or if it would be a stepping stone into something larger. Ms. Carter feels it would be a good start and would not recommend starting out too large. She estimates $\frac{3}{4}$ of the building could be used for large and small workrooms, a gallery and classroom.

Mr. Novakovich supports exploring the arts element further as the area is developed. Mr. Wagner believes we should pursue the project as it melds with the Port's vision.



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Ms. Carter believes it has the advantage of being an economic driver.

Mr. Barnes believes the artisan element might be a way to help bolster the area and tie in with the existing downtown art walk and create momentum going forward.

Mr. Arntzen stated utilizing a portion of the 211 Building for the artisan element has been discussed. If the inter-local is approved by the Port and City today, staff could work together to determine how much of the building could be used for art purposes.

Mr. Arntzen reiterated the mission of the Port is multi-faceted. In this case, the artists will not be able to pay high rents. He feels the initial project will not produce the most revenue up front. The vision is to plant seeds to get to the harvest so that it can become self-sustaining.

The Commission agrees the initial investment will not have a return for quite some time. However, the Port can partner with the private sector to generate jobs and foster growth and development.

The Port and City of Kennewick will invest \$1.3 million each according to the inter-local agreement. Mr. Arntzen feels this is a great opportunity and after the first business or two is started that the Port will be pleasantly surprised – similar to Spaulding Business Park.

The Commission is supportive feels the Port should move forward.

NEW BUSINESS

A. Inter-local Agreement with City of Kennewick for the Columbia Gardens Wine Village, Phase I; Resolution 2013-24

Mr. Arntzen met recently with City of Kennewick staff revised the inter-local agreement. The project is more than a wine village; it may have restaurants, boutiques and other elements.

Ms. Marie Mosley has been working with Professor Gary Black on a winery effluent system. Mr. Arntzen is enthusiastic about the agreement and is even more excited about the new paradigm of the relationship between the entities. He is excited about the project and believes the community will be as well.

Ms. Marie Mosley, City of Kennewick City Manager, commented this is a great day to be looking at the inter-local agreement; it has been a long time in coming. Ms. Mosley stated there are a lot of complexities and the inter-local agreement is a great foundation to move forward. Ms. Mosley is very excited about future partnerships and is very confident that we can get to end result.

The Commission commended Ms. Mosley and Mr. Arntzen for their work on the inter-local agreement; Port and City staff should be proud of the work that has been done. This is a great step forward for our communities.



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Motion: *Commissioner Barnes moved for approval of Resolution 2013-24, adopting the Inter-local Agreement between the Port of Kennewick and City of Kennewick for the Columbia Gardens Wine Village, Phase I; Commissioner Wagner seconded. With no further discussion motion carried unanimously. All in favor 3:0.*

REPORTS, COMMENTS AND DISCUSSION ITEMS

A. Vista Field Citizens Advisory Committee

Mr. Peterson presented two lists for consideration: a list of people representing an array of entities, and a list of interested people who have contacted the Port. The Commission feels this is a wonderful start.

Mr. Arntzen relayed that no one has been contacted or invited to participate on the committee so far.

B. Commissioner Meetings (formal and informal meetings with groups or individuals)

Commissioners reported on their respective committee meetings.

C. Non-Scheduled Items

1. Mr. Arntzen shared a couple of pictures from the trip to San Luis Obispo area. One is a gateway to an amphitheater next to the winery; the other is a tower building. He feels the pictures represent possibilities that could be used.
2. Mr. Arntzen stated the City of West Richland will submit an application for extending the Urban Growth Boundary. Mr. Peterson said applications are due to Benton County by December 1, 2013; however, West Richland plans to submit the application by November 15, 2013.. The Port is at the 40% stage of Phase II of the design work on the racetrack. Along with economic analysis to create a conceptual layout, the information will be provided to West Richland to assist with the application. To show the strength of the application, at least one staff person and possibly a Commissioner should attend a workshop on October 30, 2013.
3. Ms. Hanchette attended the Small Ports Conference and felt a couple presentations were very helpful to the operations department. Port of Friday Harbor shared their property loss experience.

PUBLIC COMMENTS

John Givens, 6116 W. 8th Avenue, Kennewick. Mr. Givens applauded the cooperation and action taken between the Port and City of Kennewick. Hopefully there will be jobs that materialize, they will move to the private sector and this will be every success that you hope it will be.

John David, 302 North Underwood Street, Kennewick. Mr. David visited island yesterday and saw a young lady cleaning the shoreline before the weather turns cold.

Tim Dalton, 5811 West Victoria Avenue, Kennewick. On behalf of the Historic Downtown Kennewick Partnership, Mr. Dalton expressed appreciation for the City of Kennewick and Port of Kennewick working together on project on Columbia Drive. The whole area will benefit. We believe this could be a catalyst for bigger and better things.

No further public comments were made.



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Mr. Novakovich anticipates the Executive Session to last approximately 15 minutes for *Personnel*, per *RCW 42.30.110(1)(g)* with no action anticipated. Mr. Novakovich asked the public to notify Port staff if they will return after the executive session.

Mr. Novakovich recessed the meeting at 3:12 p.m until approximately 3:20 p.m.

Mr. Novakovich reconvened the meeting into Executive Session at 3:20 p.m.

EXECUTIVE SESSION

A. Personnel, per RCW 42.30.110(1)(g)

Ms. Fine exited the Chambers at 3:35 p.m. to extend 5 minutes.

Ms. Scott exited the Chambers at 3:40 p.m. to extend 5 minutes.

The regular meeting reconvened at 3:45 p.m.

ADJOURNMENT


With no further business to bring before the Board; the meeting was adjourned at 3:47 p.m.

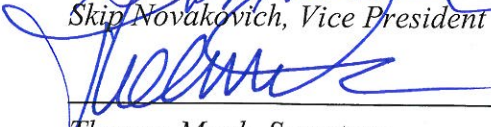
APPROVED:

PORT of KENNEWICK

BOARD of COMMISSIONERS


Don Barnes, President


Skip Novakovich, Vice President


Thomas Moak, Secretary

PORT OF KENNEWICK

Resolution No. 2013-24

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE PORT OF KENNEWICK APPROVING AN INTER-LOCAL AGREEMENT WITH THE CITY OF KENNEWICK RELATED TO THE COLUMBIA GARDENS WINE VILLAGE, PHASE I

WHEREAS, on October 1, 2013, the Port of Kennewick Board of Commissioners and the City of Kennewick City Council met to discuss recommendations to advance progress related to the Columbia Gardens area of the Bridge-to-Bridge area located in the City of Kennewick; and

WHEREAS, there is public benefit in a comprehensive development strategy for Port property holdings located within the City, including properties in and around Port properties on Clover Island, adjacent to Columbia Drive. The properties are located in an area bordered by Clover Island on the north; North Washington Street/North Clover Island Drive to the west; Columbia Drive on the south; and North Elm Street (extended) to the east (the "Project Area"); and

WHEREAS, the Port's established development programs focus publicly-funded resources (including Port fiscal and staff resources) on Port real property holdings within the City limits. Those development programs require substantial public involvement to provide a foundation for further private and public investment to facilitate new development or redevelopment; and

WHEREAS, the Port and the City recognize that successful and timely redevelopment of the Project Area benefits the economic and social welfare of the City and the surrounding area, and represents an opportunity for the citizens of Kennewick. Collaboration and shared resources will best serve the public interest through leveraging the unique resources of each party. The Port and the City will work collaboratively in order to identify, evaluate and implement objectives in a timely and effective manner to assist redevelopment of the Project Area; and

WHEREAS, wineries have shown interest in facility development in the Project Area because of its central location, access and exposure.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Board of Commissioners of the Port of Kennewick adopts the attached Interlocal Agreement between the Port of Kennewick and City of Kennewick related to the Columbia Gardens Wine Village, Phase I, and instructs the Executive Director to take all action necessary to implement such Interlocal Agreement.

ADOPTED by the Board of Commissioners of the Port of Kennewick on the 22nd day of October, 2013.

PORT OF KENNEWICK BOARD OF COMMISSIONERS

By: 
SKIP NOVAKOVICH, President

By: 
DON BARNES, Vice President

By: 
GENE WAGNER, Secretary

**CITY OF KENNEWICK AND PORT OF KENNEWICK
AGREEMENT REGARDING
COLUMBIA DRIVE ECONOMIC DEVELOPMENT
COLUMBIA GARDENS – PHASE 1**

1. **AGREEMENT.** This Agreement Regarding Columbia Drive Economic Development, Columbia Gardens – Phase 1 (“Agreement”) is between the Port of Kennewick (“Port”) and the City of Kennewick (“City”). The City and Port are Washington municipal corporations and each a “Party,” and collectively the “Parties,” to this Agreement. The Parties agree as follows.

2. **RECITALS**

2.1 Economic Development Authority. The City has express statutory authority to engage in economic development programs. RCW 35.21.703. And, the Legislature has specifically declared “the public purpose for all port districts to engage in economic development programs.” See RCW 53.08.245.

2.2 Project Area. There is public benefit in a comprehensive development strategy for certain Port real property holdings located within the City, including properties in and around Port properties on Clover Island, adjacent to Columbia Drive. The properties are located in an area bounded by Clover Island on the north; North Washington Street/North Clover Island Drive to the west; Columbia Drive on the south; and, North Elm Street (extended) to the east (the “Project Area”).

2.3 Development Programs and Opportunities. The Port’s established development programs focus publicly-funded resources (including Port fiscal and staff resources) on Port real property holdings within the City limits. Those development programs require substantial public involvement to provide a foundation for further private and public investment to facilitate new development or redevelopment.

2.4 Coordinated Resources. The Port and the City recognize that successful and timely redevelopment of the Project Area benefits the economic and social welfare of the City and the surrounding area and represents an opportunity for the citizens of Kennewick. Collaboration and shared resources will best serve the public interest through leveraging the unique resources of each Party. The Parties seek to work collaboratively in order to identify, evaluate and implement objectives in a timely and effective manner to assist redevelopment of the Port properties

2.5 Winery and Related Development. Wineries have shown interest in facility development in the Project Area because of its central location, access and exposure. The general depiction of the planned development and related improvements are set forth in Exhibit A, prepared for the Port by ISI Architecture (“Site Plan”).

2.6 Purpose and SEPA. The purpose of this Agreement is to provide a framework for the ongoing and integrated study and planning and development efforts of the Port and the City for redevelopment of the Port's properties and related economic development projects in the vicinity of the Project Area. The Port shall be the lead agency under the State Environmental Policy Act, Chapter 43.21C RCW ("SEPA") for any Port development projects in the Project Area. This Agreement shall not be construed as limiting actions or alternatives for development within the Project Area. The commitments in this Agreement are preliminary to and contingent upon SEPA compliance.

3. PORT BUILDINGS AND IMPROVEMENTS

3.1 421 Building. The Port shall design, permit and construct improvements (renovation and retrofit) to the Port's existing building located in the Project Area at 421 Columbia Drive. The 421 Building improvements are to facilitate (if feasible), wine-related activities, including production, storage, distribution and sales (including tasting room), or other use compatible with development in the Project Area for wine-related commerce including but not limited to farmers' market and art-related business.

3.2 New Building. The Port shall design, permit and construct a new building in proximity to the 421 Building. The New Building shall be not less than 7,500 square feet. The New Building shall be designed for wine-related activities, including production, storage, distribution and sales (including tasting room).

3.3 211 Building. The Port, in coordination with the City, shall determine whether a portion of the Port's existing building at 211 Columbia Drive will accommodate the installation of a City wastewater treatment facility for the purpose of treating winery effluent. In any case the Port shall reserve an appropriate portion of the property for the City for installation of the treatment facility. Port intends to utilize the remaining portion of the building to house winery and/or farmers' market and art-related businesses.

3.4 Financial Contingency. The Port agrees to spend between \$1 and \$1.3 million on this Phase 1 of the Columbia Gardens project. If following Port improvements to the 421 Building and 211 Building, funding does not permit the construction of the new building described Section 3.2, the Port reserves the right to construct a smaller structure or to erect approximately 115 linear feet of wall along the frontage of 421 Columbia Drive to provide screening and security for the tenant of the 421 Building.

4. WINERY EFFLUENT PROJECT

4.1 Bio-Treatment Project. Currently, the City wastewater treatment plant cannot accommodate untreated loadings from winery effluent. To remedy this situation, the City has contracted with ISI to determine what technology can be employed. ISI has concluded that one option for pre-treatment technology, known as a "Bio-Treatment" can pre-treat winery effluent, and after pre-treatment, the effluent could be discharged into the City sewer system for treatment

in common with other wastewater or other method. The final determination of the method of treatment shall be at the discretion of the City.

4.2 City Facility. The City shall design, permit and install a winery effluent treatment plant (the "Plant") with ancillary infrastructure sufficient to serve the project area. The Plant shall have capacity to treat wine production necessary for approximately 50,000 cases annually. The details of the effluent treatment plant and ancillary infrastructure will be outlined in a separate Memorandum of Understanding (MOU). The MOU will address the rate structure necessary to reimburse the City utility for capital costs and maintenance and operation of the facility.

4.3 Financial Contingency. The City agrees to spend no more than \$800,000 for the completion of the effluent treatment plant. The City's investment is contingent upon funding being available, if funding is not available the City reserves the right to construct a smaller capacity pre-treatment facility.

5. DEVELOPMENT ELEMENTS

5.2 Extension of Nature Trail. The City shall extend the nature trail from its current start point in "cable greens" to the western border of the project Area abutting the "Isaacson's" parcel. The trail improvements are to include underground conduit crossings for future path lighting and decorative brick or pavers as determined by the City. Completion of the trail is contingent upon approval by the Corps of Engineers, and City securing appropriate easements.

5.3 Parking and Pads. The City shall pave approximately eighteen thousand (18,000) square feet of parking and driveway in an area that is agreed to between the City and Port and located on Port owned property. The details of the Parking shall be outlined in a separate MOU between the City and Port.

5.4 Monument Signage. The Port, with input from the City, shall design, construct, and maintain the monument signage features for the Project Area.

5.5 Street Scape. The City shall install high quality streetscape on the north side of East Columbia Drive. The starting point will be the eastern most boundary of Port-owned property at 421 East Columbia Drive and the terminus will be at the western-most boundary located at 211 East Columbia Drive. The details of the street scape section will be established in a separate MOU between the City and Port.

5.6 Financial Contingency. The City agrees to invest no more than \$500,000 for the completion of the development elements assigned to the City in Sections 5.2, 5.3 and 5.5 above. The City's investment is contingent upon funding being available, if funding is not available the City reserves the right to modify the scope of each development element.

5.7. The parties agree to work cooperatively to secure grant funding for projects identified within this interlocal.

6. LAND USE AND PLANNING

6.1 Development Regulations. The City shall process such amendments to the City Code, including zoning and other development regulations for the Project Area to specifically allow the construction and operation of the Plant, and all wine-related business including, but not limited to, production, storage, sale and distribution, tasting and food service including use for farmers' market. Such amendments may include, but are not limited to text amendments, overlay zone or other changes.

6.2 Phased Development.

The Parties recognize the substantial investment of resources by both Parties under this Agreement. It may be some time before the capacity of the Plant is reached. The Plant and supporting utility rates are best supported by full use of the Plant. As a result, the City and Port commit to concentrating their respective resources toward developing, promoting, marketing, and enhancing the Project Area for boutique wine production; and in order to foster a competitive advantage for this specific revitalization area, neither the City nor Port will fund construction of a wine effluent treatment system including but not limited to lift station, sewer lines, trunk lines, sewer connections, or utility infrastructure which competes directly with the Project Area until the Plant has reached capacity. This limitation shall not prevent the Port from participating in, selling, or leasing land and/or constructing development buildings related thereto in other areas of the Port district.

7. ADMINISTRATION

7.1 General. Following SEPA review, the City shall promptly process all necessary zoning and building approvals for the development in the Project Area. The City shall expedite processing, review, and approval of all short plat, binding site plan, boundary line adjustment, building permit and all other land use, planning, and site reconfiguration applications relative to the Project Area. The Port and the City will explore options to create development predictability and incentives to further attract private investment within the Project Area.

7.2 Timeframes and Staffing for Processing and Review. In recognition of the importance of timely processing and review of permits, approvals and discretionary actions ("approvals"), the City agrees to work with the Port to establish time frames for processing and reviewing such further agreement(s) and approvals that may be necessary to further this Agreement. Furthermore, the City shall expedite all requests by the Port for approvals, if any. Improvements identified in Sections 3, 4 and 5 shall be completed by the respective parties no later than April 30, 2015. This date may be extended for time necessary to satisfy SEPA compliance or other unanticipated delays that are beyond the control of the Port or City.

7.3 Cooperation And Implementation. Upon satisfactory completion by Port of all required preliminary actions and payment of applicable processing fees, including the fee for processing this Agreement, the City shall commence and diligently process all required steps necessary for the implementation of this Agreement and development of the Project Area in accordance with the terms of this Agreement. Port shall, in a timely manner, provide the City with all documents, plans, fees and other information necessary for the City to carry out its processing obligations under this Agreement.

7.4 Cooperation In The Event Of Legal Challenge. In the event of any judicial or administrative action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the Parties shall affirmatively cooperate in defending said action.

7.5 Operating Agreement. The provisions of this Agreement require a close degree of cooperation between the City and Port. During the Agreement Term, clarifications to this Agreement may be appropriate from time to time with respect to the details of performance of the City and Port. When necessary or appropriate, the Parties shall provide for such clarification through operating memoranda approved in writing by the City and Port. After execution by both Parties, each operating memoranda shall be attached hereto and become part of this Agreement and the same may be further clarified from time to time as necessary with future written approval by the City and Port. Operating memoranda are not intended to and cannot constitute an amendment to this Agreement or allow a subsequent Discretionary Action but are ministerial clarifications, therefore no additional process is contemplated. The City Manager and Port Executive Director shall be authorized to determine whether a requested clarification may be effectuated pursuant to this Section 7.5; or whether the requested clarification is of such character as to require an amendment to the Agreement. The authority to enter into such operating memoranda is hereby delegated to the City Manager and Port Executive Director, who are hereby authorized to execute any operating memoranda hereunder without further approval.

7.6 Staffing. To the extent necessary, the Port and the City will make the best efforts to provide staff and financial resources as necessary to accomplish the purposes of this Agreement. The Port and the City anticipate using existing staff, augmented by outside consultants, to accomplish the purposes of this Agreement.

7.7 Cooperation with Regulatory Agencies. The Port and the City will cooperate and support one another's efforts with regulatory agencies to accommodate the development and redevelopment efforts in the Project Area.

7.8 Document Review. The Parties shall further cooperate by sharing all relevant information, including planning, financial and environmental documents, to the extent allowed by law.

8. GENERAL

8.1 Additional Acts. The Port and the City recognize and expect that additional acts will be required to achieve the intent of this Agreement. Therefore, to the extent authorized by law, the Port and the City commit to take whatever additional acts that may be reasonably required to achieve the purposes of this Agreement.

8.2 Neutral Authorship. Each provision of this Agreement has been reviewed and negotiated, and represents the combined work product of the Port and the City. No presumption or other rules of construction that would interpret the provisions of this Agreement in favor of or against the Port or the City shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement.

8.3 Amendment. This Agreement shall not be altered or varied except in writing signed by each Party.

8.4 No Third Party Interest. It is the intent of the parties that this Agreement is for the benefit of the Port of Kennewick and the City of Kennewick as public entities and that no third party interest is created hereby.

8.5 Governing Law. Each of the Parties have independent authority to contract; and, this Agreement is pursuant to that authority and not under Chapters 39.33 or 39.34 RCW. This Agreement shall be deemed to have been made in and shall be construed under the laws of the State of Washington.

8.6 Venue. The venue for any action arising out of this Agreement shall be the Superior Court for Benton County.

8.7 Non Waiver. Nothing in this Agreement and no actions taken pursuant to this Agreement shall constitute a waiver or surrender of any rights, remedies, claims or causes of action a Party may have against the other Party or others under any provision of this Agreement or any provision of law.

8.8 Agreement Term. The term of Agreement shall commence on its execution by both Parties and end December 31, 2015 ("Agreement Term").

8.9 Termination. Either Party may terminate this Agreement prior to the end of the Agreement Term, by giving written notice to the other Party at least six (6) months prior to the date of termination.

9. EXECUTION AND APPROVAL

9.1 Warranty of Authority. Each Party to this Agreement warrants that it has the authority to enter into this Agreement.

9.2 Execution. The person executing for the Party has been duly authorized to and does execute the Agreement on behalf of the Party.

5th
22nd *October*
November *22nd*
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IN WITNESS WHEREOF, the Board of Commissioners signed this Agreement this ~~22nd~~ day of ~~October~~, 2013.

**PORT OF KENNEWICK
BOARD OF COMMISSIONERS**

By: *Skip Novakovich*
SKIP NOVAKOVICH, President

By: *Don Barnes*
DON BARNES, Vice President

By: *Gene Wagner*
GENE WAGNER, Secretary

5th *November*
22nd *October*
88
IN WITNESS WHEREOF, the City Council signed this Agreement this ~~22nd~~ day of ~~October~~, 2013.

CITY OF KENNEWICK

Steve Young
STEVE YOUNG, Mayor

Attest:

Linda C. Spier
LINDA SPIER, City Clerk

Approved as to Form:

Lisa Beaton
LISA BEATON, City Attorney

EXHIBIT A (Site Plan)

Includes:

Map of Port-Owned Property on Columbia Drive
Integrated Structures Incorporated (ISI) Schematics for:
Willows Wine Village & Columbia Gardens



**Port of Kennewick
Owned Properties**



THE WILLOWS WINE VILLAGE
schematic plan



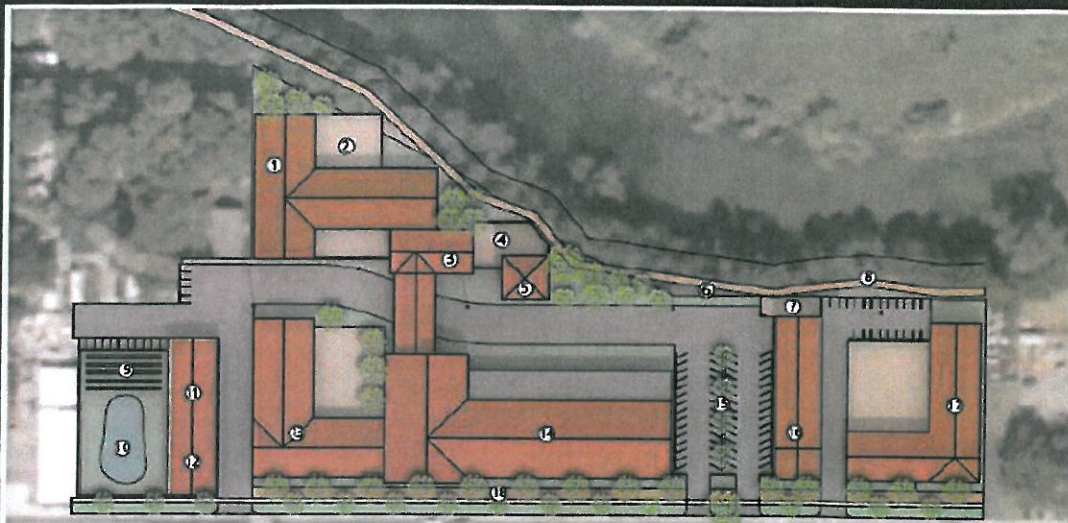
THE WILLOWS WINE VILLAGE
perspective

WILLOWS WINE VILLAGE legend

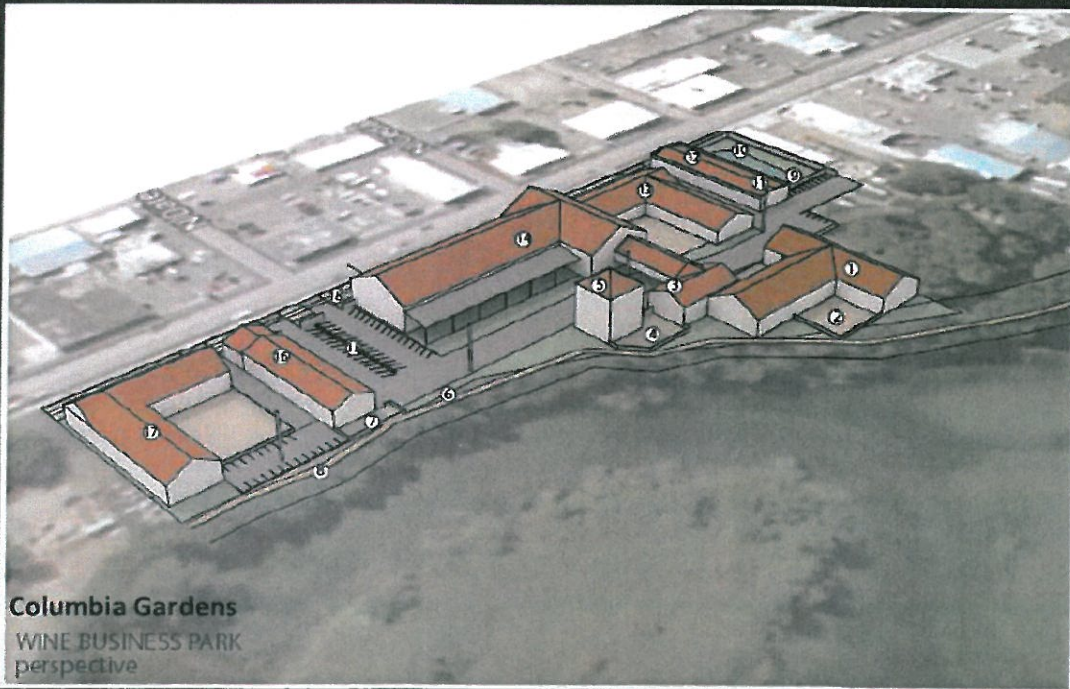


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|--|--|--|
| ① Heritage Trail Bike Shop & Cafe | ⑩ Public Square | ⑬ Restaurant & Trail Shop
Parking - 25 Spaces |
| ② Gated Resident Parking | ⑪ Ground Floor Retail
27,000 sqft | ⑭ Accessible Green |
| ③ Retail Anchor, Accessible Parking | ⑫ Food Court - Market of Many Shops | ⑮ Nature Trail |
| ④ Residential - Living Above Retail
35,600 sqft | ⑬ 5 Wine Incubators, Offices, Tasting Rooms
10,000 sqft | |
| ⑤ Retail Anchor | ⑭ Winery Incubator Parking - 60 Spaces | |
| ⑥ Restaurant - Rooftop Terrace
2000 sqft | ⑮ Winery Incubator Courtyards | |
| ⑦ Main Retail Parking - 110 Spaces | ⑯ Tasting Room Courtyards, Access to Offices | |





Columbia Gardens
WINE BUSINESS PARK
schematic plan



Columbia Gardens
WINE BUSINESS PARK
perspective

**WINE BUSINESS PARK
LEGEND**

Columbia Gardens



- | | | |
|--|---|--|
| 1 50,000 case / yr winery | 7 Tasting Courtyard | 15 50,000 case / year Winery |
| 2 Tasting Courtyard | 8 Nature Trail | 16 WINE WORKS: Two 50,000 case / year
Variable Configuration Wineries |
| 3 Wine Professional
Offices | 9 Demonstration Vineyard | 17 Parking -- 55 cars |
| 4 Tasting Courtyard | 10 Constructed Wetland /
Winery Waste Polish | 18 Phase bldg / Adaptive Reuse Phase 1:
18,000 case / yr Winery |
| 5 Cluster of Tasting Rooms /
Professional Offices | 11 Winery Waste Treatment | 19 Adaptive Reuse Phase 2:
37,000 case / yr Winery |
| 6 Nature Trail Access | 12 Education Center /
Open Leasable Space | 20 36' Deep Greenway Along
Columbia Drive |

