

PORT OF KENNEWICK

RESOLUTION 2023-01

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE PORT OF KENNEWICK APPROVING AN INTER-LOCAL (DISBURSEMENT) AGREEMENT WITH BENTON COUNTY RELATED TO RURAL COUNTY CAPITAL FUNDS FOR THE VISTA FIELD SOUTHERN GATEWAY TRANSFORMATION PROJECT

WHEREAS, the Commission directed staff to seek Rural County Capital Funding to help make additional Vista Field improvements specifically to renovate/reuse two former Vista Field Hangars; and

WHEREAS, on August 9, 2022, the Port Commission authorized port staff to submit an application for such project; and

WHEREAS, the Benton County Rural County Capital Funds grant committee is recommending that the County fully fund the request; and

WHEREAS, this collaboration serves the public interest by leveraging funds for significant economic benefit; and

WHEREAS, the attached disbursement agreement has been reviewed by Port legal counsel.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Port of Kennewick hereby adopts the attached Disbursement Agreement between the Port of Kennewick and Benton County related to Rural County Capital Funds for the Vista Field Southern Gateway Transformation Project; authorizes the Port’s Chief Executive Officer to execute the agreement and instructs the CEO to take all action necessary to implement such agreement.

ADOPTED by the Board of Commissioners of the Port of Kennewick this 31st day of January, 2023.

**PORT OF KENNEWICK
BOARD OF COMMISSIONERS**

By: DocuSigned by:
Skip Novakovich

SKIP NOVAKOVICH, *President*

By: DocuSigned by:
Kenneth Hohenberg

KENNETH HOHENBERG, *Vice President*

By: DocuSigned by:
Thomas Moak

THOMAS MOAK, *Secretary*

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RESOLUTION 2023 143

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

**IN THE MATTER OF THE RURAL COUNTY CAPITAL FUND,
A DISBURSEMENT AGREEMENT WITH THE PORT OF KENNEWICK FOR THE
"VISTA FIELD SOUTHERN GATEWAY & HANGAR TRANSFORMATION" PROJECT**

WHEREAS, RCW 82.14.370, adopted by the Washington State Legislature in 1997, authorizes certain qualified counties like Benton County to impose a "sales and use tax for public facilities", the revenue from which is intended to support "economic development activities" through the construction of "public facilities" by the cities, ports, and the County itself for the purposes of job creation and tax revenue generation; and,

WHEREAS, Benton County has established the "Rural County Capital Fund" for said economic development activities, and has reserved a portion of the Fund for disbursement to cities and ports within the County who request County participation with qualified capital development projects; and,

WHEREAS, the Port of Kennewick submitted an application for disbursement of funds to be used toward development of a project on the Port's property in Kennewick known as "Vista Field Southern Gateway & Hangar Transformation" which the County has determined to be qualified; and,

WHEREAS, the County and the Port have mutually agreed to terms on a *Disbursement Agreement for use of Rural County Capital Funds*; **NOW THEREFORE**,

BE IT RESOLVED, by the Board of County Commissioners that the Chairman is hereby authorized to sign the *Disbursement Agreement for use of Rural County Capital Funds* with the Port of Kennewick for the disbursement of up to **\$3,410,000.00** for development of the "Vista Field Southern Gateway & Hangar Transformation". The *Agreement* will have a termination date of **December 31, 2025**.

Dated this 7th day of February, 2023.



Chairman of the Board



Member

Michael Alvarez - approved telephonically

Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest: 
Clerk of the Board

orig: Sustainable Development
cc: Port of Kennewick, Auditor

Prepared by: A.J. Fyall

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DISBURSEMENT AGREEMENT FOR USE OF RURAL COUNTY CAPITAL FUNDS

This Agreement, between Benton County (hereinafter "County") and the Port of Kennewick (hereinafter "Port") shall be effective upon execution by both parties.

WHEREAS, the County has previously agreed to distribute certain funds received from the State of Washington that it has deposited in its Rural County Capital Fund (hereinafter "Fund") after April 1, 2016 for the financing of certain "public facilities [projects] serving economic development purposes" as contemplated by State statute (RCW 82.14.370) and in conformance with County policy (Resolution 2017-103, adopted January 31, 2017); and,

WHEREAS, the County and the Port are authorized, including under Chapter 39.34 of the Revised Code of Washington, to contract with each other and other public agencies in order to effectively and efficiently operate, administer, and carry out their programs and public projects; and,

WHEREAS, the Port wishes to enhance the southern entry into the Vista Field redevelopment site with the intention of generating more commercial and social activity in and around the area of the two derelict former airplane hangars; and,

WHEREAS, to accomplish this objective, the Port intends to renovate two empty and unused former hangar buildings by removing the existing metal walls; building a pergola, stage, sound wall, and relocating and reusing metal decking material onsite to create a courtyard between the two former hangar buildings; installing industrial fans and lighting on the hangar ceilings, pergola, and support beams; constructing restrooms that will fit partially (75%) within the former hangar areas and partially (25%) within the courtyard; creating storage areas within the courtyard; installing a wayfinding monument sign near the Deschutes Avenue/Crosswind Boulevard intersection; installing a pedestrian crossing on Crosswind Boulevard; as well as installing connections and fixtures necessary for water, sewer, storm water, and electrical utilities to serve the restrooms, lights, fans, stage, sign, and outlets within the event spaces; completing earthwork and installing plantings and materials to landscape between the hangar buildings and Deschutes Avenue sidewalks and at the base of the monument sign; repair/amend sidewalks as necessary for Americans with Disabilities Act compliance; and including cost of design, bidding, contracting for construction, legal services, and all taxes, fees, insurance, and permits (hereafter the "Project"); and,

WHEREAS, the Port has requested \$3,410,000.00 for the Project, and the requested funding amount is currently available within the Port's Fund allocation; and,

WHEREAS, the County's evaluation of the Project confirms funding eligibility.

NOW THEREFORE, in consideration of the mutual covenants, conditions, and terms contained herein, the County and the Port mutually agree to the following:

1. Based on the Port's request for reimbursement from the Fund, the County agrees to reimburse the Port for up to \$3,410,000.00 of qualified direct costs incurred by the Port for the Project between the date of the execution of this Agreement and December 31, 2025; contingent upon:

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- (i) such funds being less than the amount of the Fund allocated to the Port, and (ii) that each reimbursement is consistent with the County's Rural County Capital Fund Disbursement Policy.
2. The Port represents that the use of revenues from the Fund for the Project is consistent with RCW 82.14.370.
 3. The Port agrees to use all funds allocated by this Agreement solely for the purpose of financing the Project and warrants that all expenditures by the Port for which it seeks reimbursement will comply with RCW 82.14.370.
 4. The parties agree that funds will be disbursed only as reimbursement for actual, direct costs incurred by the Port in connection with the Project.
 5. The Port shall invoice the County every ninety (90) days after the effective date of this Agreement, identifying all Project costs incurred by the Port during the prior quarter that are eligible for and for which reimbursement is sought. All invoices shall be mailed to the County at the following address:

Benton County Commissioners Office
ATTN: Sustainable Development Manager
7122 West Okanogan Place – Suite E333
Kennewick, Washington 99336
 6. All approved reimbursement payments will be made via check mailed directly to the Port at:

Port of Kennewick
350 Clover Island Drive – Suite 200
Kennewick, Washington 99336
 7. The Port shall not hold the County liable for any delay in disbursements, but the County agrees to use its best efforts to make appropriate disbursement payments to the Port in a reasonably timely fashion.
 8. The Port shall be responsible for establishing policies for implementing this Agreement, monitoring progress of the Project, and monitoring the fulfillment of the Parties' responsibilities under the Agreement. In addition to other responsibilities set forth in this Agreement, the Port is responsible for following applicable bid and prevailing wage law policies and procedures when awarding bids for the Project contemplated by this Agreement.
 9. The Port agrees to provide the County with a quarterly report along with each invoice outlining the status of the Project, including a spreadsheet detailing all costs being reimbursed by the County.
 10. If Rural County Capital Funds are applied by the Port toward non-eligible expenditures, the County may cease all disbursements and the Port shall repay to the County all monies inappropriately expended.
 11. The records and documents with respect to all matters covered by this Agreement shall be subject to inspection by the parties during the term of this Agreement and for three years after its termination. This Agreement shall be filed by the Port with the Benton County Auditor.

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- 12. It is not the intention that a separate legal entity be established with respect to the Project, nor is the joint acquisition, holding, or disposing of real or personal property anticipated.
- 13. The Port agrees to indemnify the County from and against any claims, actions, losses, costs, penalties, damages, attorneys' fees, and all other liabilities and costs of defense of any nature arising out of the County's agreement to disburse funds under this Agreement.
- 14. The Port shall not have the right to assign the rights under this Agreement nor to terminate its obligations hereunder without first securing the written consent of the County.
- 15. The County's obligation to disburse funds under this Agreement only extends to direct Project costs incurred prior to December 31, 2025 and correlating invoices that are received prior to March 30, 2026. After March 30, 2026, while the County's rights under this Agreement shall continue, the County may use the funds previously allocated under this Agreement for any purpose allowable under state law.
- 16. This Agreement contains the entire, complete, and integrated statement of each and every term agreed-to by and between the Port and the County, and this Agreement supersedes any and all prior written and unwritten agreements and understandings pertaining to the Project.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date signed below.

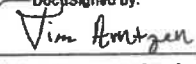
BENTON COUNTY



 Will McKay, Commission Chairman

Date: 2-7-23

PORT OF KENNEWICK

DocuSigned by:


 Tim Amstutz, Chief Executive Officer

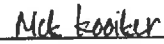
Date: 1/31/2023

ATTEST:



 Clerk to the Board

ATTEST:

DocuSigned by:


 Chief Financial Officer & Auditor

APPROVED AS TO FORM:



 Chief Deputy Prosecuting Attorney

APPROVED AS TO FORM:

DocuSigned by:


 Port Counsel
 Carolyn Lake

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Return Name and Address:

Port of Kennewick
350 Clover Island Drive, Suite 200
Kennewick, WA 99336

PLEASE PRINT OR TYPE INFORMATION:

Document Title: Interlocal (Disbursement) Agreement between Benton County and Port of Kennewick for Use of Rural County Capital Funds - Vista Field
Grantor(s) (Last name first, first name, middle initials): 1. Will McKay 2. Marilu Flores 3. Ryan Brown Additional names on page _____ of document.
Grantee(s) (Last name first, first name, middle initials): 1. Tim Arntzen 2. Nick Kooiker 3. Carolyn Lake Additional names on page _____ of document.
Legal description (abbreviated: i.e., lot, block, plat or section, township, range, qtr./qtr.) Additional legal is on page _____ of document.
Reference Number(s) of documents assigned or released: Benton County Resolution 2023-143 Port of Kennewick Resolution 2023-01 Additional numbers on page _____ of document.
Assessor's Property Tax Parcel/Account Number: <u>(MUST HAVE 15 DIGITS)</u> Property Tax Parcel ID is not yet assigned. Additional parcel numbers on page _____ of document.
The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information.

I am requesting an **emergency nonstandard recording** for an additional fee as provided in RCW 36.18.010 and RCW 65.04.047. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

Signature of Requesting Party