

AGENDA

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

Monday, March 16, 2015
9:00 a.m.

- I. CALL TO ORDER**
- II. PLEDGE OF ALLEGIANCE**
- III. PUBLIC COMMENT** *(Please state your name and address for the public record)*
- IV. NEW BUSINESS**
 - A. Interlocal Agreement with City of Kennewick regarding Duffy's Pond Trail Extension; Resolution 2015-08 (**LARRY**)
- V. PUBLIC COMMENT** *(Please state your name and address for the public record)*
- VI. ADJOURNMENT**

PLEASE SILENCE CELL PHONES

PORT OF KENNEWICK

RESOLUTION 2015-08

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE PORT OF KENNEWICK APPROVING THE INTERLOCAL AGREEMENT WITH THE CITY OF KENNEWICK FOR INSTALLATION OF LIGHTING ON THE DUFFY'S POND TRAIL AND USE OF VACANT PORT COLUMBIA DRIVE PROPERTY FOR STAGING AND STORAGE

WHEREAS, the Interlocal Agreement, as presented, is in a form that staff recommends for adoption by the Port Commission; and

WHEREAS, in 2013 through an Interlocal Agreement the Port Commission and City Council mutually agreed to utilize resources to enhance the Columbia Drive area through cooperative and coordinated improvement projects; and

WHEREAS, the City has bid and is ready to award the first of these contemplated improvement projects; and

WHEREAS, the Port requested lighting enhancements be made to the City obligated Duffy's Pond Trail improvements; 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 the City of Kennewick; 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 Duffy's Pond Trail Lighting and Use of Vacant Port Property for Staging and Storage 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 this 16th day of March 2015.

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

By:

DON BARNES, *President*

By:

SKIP NOVAKOVICH, *Vice President*

By:

THOMAS MOAK, *Secretary*

INTERLOCAL COOPERATIVE AGREEMENT
between
THE CITY OF KENNEWICK AND THE PORT OF KENNEWICK
for
**Installation of Lighting for Duffy's Pond Trail and Use of Port's Vacant Columbia Drive
Property for Staging and Storage**

THIS INTERLOCAL COOPERATIVE AGREEMENT is entered into this 17th day of March, 2015 between the City of Kennewick, a Washington municipal corporation (hereinafter referred to as the "City"), and the Port of Kennewick, a Washington municipal corporation (hereinafter referred to as the "Port"), and hereinafter collectively 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 and the City 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 project will improve pedestrian access and safety in the Duffy's Pond and Columbia Gardens area, and will help promote and support the public's use of these areas along with supporting tourism. Said project will also 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 Columbia Gardens re-development area. Said project will also improve access and/or infrastructure to areas of the City and Port-owned land at Duffy's Pond, Columbia Gardens re-development area, and the adjacent Columbia Drive area;

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 completing the project to light the Duffy's Pond Trail (the "Project") and to provide for the use of the Port's adjacent vacant Columbia Drive property by the City's contractor for staging and storage of equipment and materials during the City's Duffy's Pond improvement project in Kennewick, Washington, which would enhance the economic development and quality of life in the City and in the adjacent Port-owned properties within the City.

Section 2. Administration. This Agreement shall be administered by the City's

Such 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.
- (d) Follow applicable Port and City bid and prevailing wage law policies and procedures when awarding bids for this project.

Section 3. Port's Funding and Use of Property.

A. The Port commits to providing Project funding as follows:

- Installation of Lighting for Duffy's Pond Trail as identified on Exhibit "C", Schedule B items 3 through 8, attached hereto and incorporated herein by reference;
- Applicable Washington State Sales Tax on Exhibit C, Schedule B, Items 3 through 8; and,
- Inspection & administrative fees of no more than 5% of the pre-tax cost of Exhibit C, Schedule B, items 3-8.

Not to Exceed: \$35,000*

Such funding shall be used for the cost to install lighting of that area of Duffy's Pond Trail as designated on Exhibit "A" attached hereto and incorporated herein by reference.

*If the bid and associated costs exceed the above "Not to Exceed" amount, the Port may terminate this Agreement with written notice to the City.

B. The Port also commits to providing use of its adjacent vacant Columbia Drive property as shown on Exhibit "B" attached hereto and incorporated herein by reference (the "Property") for use by the City's contractor to stage and store equipment and materials during the City's Duffy's Pond improvement project.

Section 4. The City's Commitment.

A. The Project. The City commits to provide matching support including assignment of City staff for coordination of planning with Port staff, project administration, coordination and monitoring. The Port shall have the opportunity to review and accept the work upon completion of the Project, and prior to final acceptance by the City. If the Port determines that the work should not be accepted, the Port and the City shall work together to determine appropriate corrective action to be taken. The City shall own the improvements installed by the Port and shall be responsible for all future maintenance.

B. Use of Port's Adjacent Vacant Columbia Drive Property. The City commits to administer, coordinate, and monitor its contractor's use of the Property during the City's Duffy's Pond improvement project. The City agrees to require the contractor to enter into the "Indemnification and Hold Harmless Agreement", with the Port as identified on Exhibit "D", for the City contractor's use of the Port's property shown in Exhibit "B" during the construction of the Duffy's Pond Trail project.

The City agrees to return the Property to the Port in the same or better condition it was in at the time its contractor commenced use of same. The Port will have the opportunity to inspect the

Property upon completion of the City's Duffy's Pond improvement project prior to final acceptance of the City contractor's work by the City Council. If the Port determines that the Property is not in the same or better condition, the Port and the City shall work together to determine appropriate corrective action to be taken including but not limited to the City utilizing the project retainage to return the Property to the same or better condition.

Section 5. Modification. This Agreement may 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 one year from date of signature, whichever occurs first.

Section 7. Inspection of Records and Filing. 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. This Agreement shall be filed or listed pursuant to RCW 39.34.040.

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 affect 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.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the day and year written below.

CITY OF KENNEWICK

Steve C. Young, Mayor

Date: March, 17, 2015

ATTEST:

Terri L. Wright, City Clerk

Date: March 17, 2015

Lisa Beaton, City Attorney

PORT OF KENNEWICK,
A Washington Municipal Corporation
By Authority of its Board of Commissioners

Tim Arntzen, Executive Director

Date: 2015

Lucinda J. Luke, Port Counsel

Date: 2015

[illegible]

On this 17th day of March, 2015 before me personally appeared **Steve C. Young** to me known to be the **Mayor** of the **City of Kennewick**, the municipal corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned, and on oath stated he is authorized to execute the said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public in and for the State of
Washington, Residing at: _____
My Commission Expires: _____

STATE OF WASHINGTON)

COUNTY OF BENTON) ss.
)

On this ____ day of _____, 2015 before me personally appeared **Tim Arntzen** to me known to be the **Executive Director** of the **Port of Kennewick**, the municipal corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned, and on oath stated he is authorized to execute the said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

 Notary Public in and for the State of
 Washington, Residing at: _____
 My Commission Expires: _____

Exhibit A

FIRE HYDRANT ASSEMBLY (MANIF)UNITIES .

UTILITIES HAVE SIGNED AND APPROVED

1005

HANDRAIL ASSEMBLIES

DUFFYS POND PATH
IMPROVEMENTS
STATE DEPT OF ECOLOGY/LOAN NO. L1100015



DRAWING #: B-1090

APPROVED FOR BID :

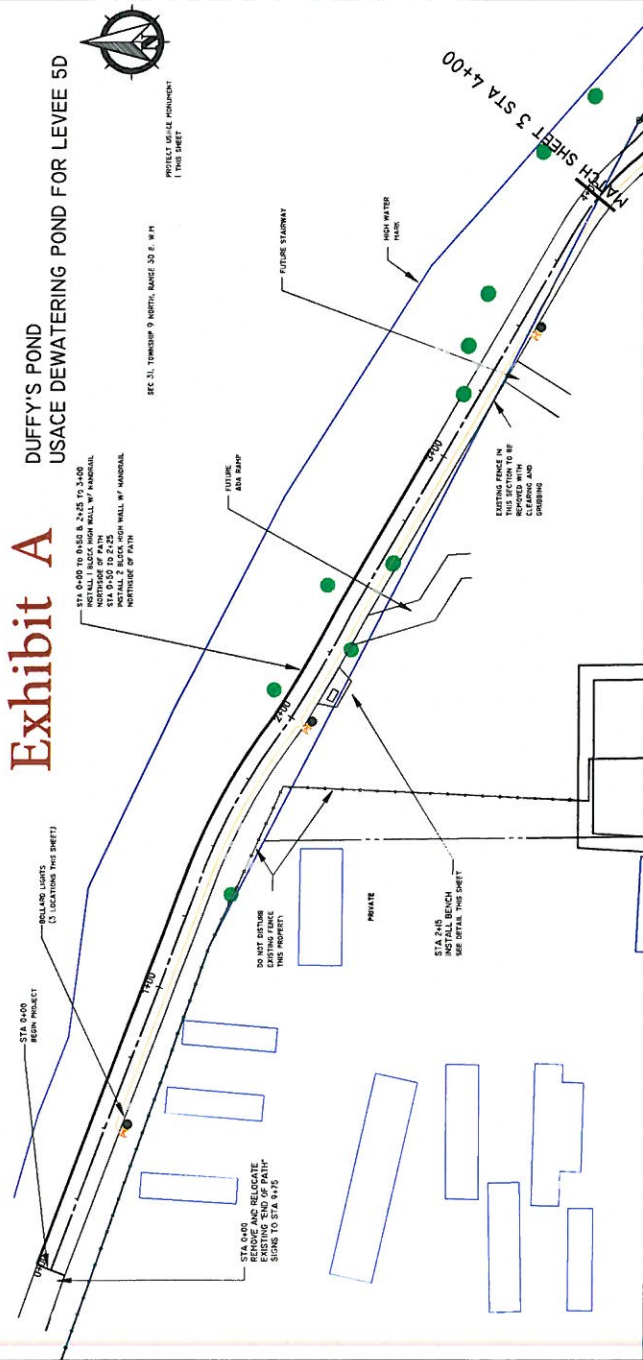


CITY ENGINEER DATE

Exhibit A

DUFFY'S POND

USACE DEWATERING POND FOR LEVEE 5D



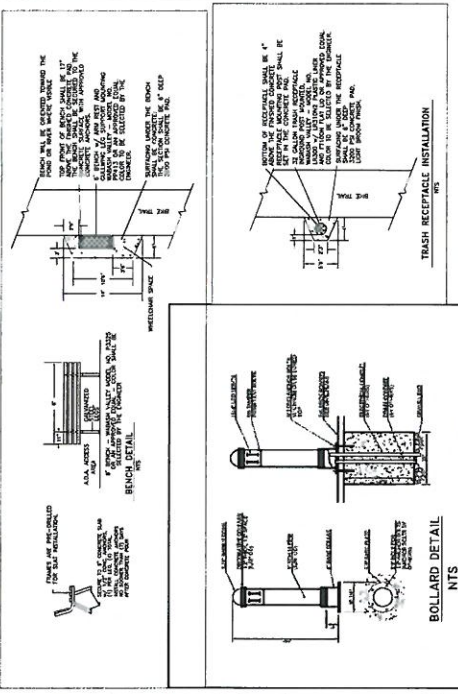
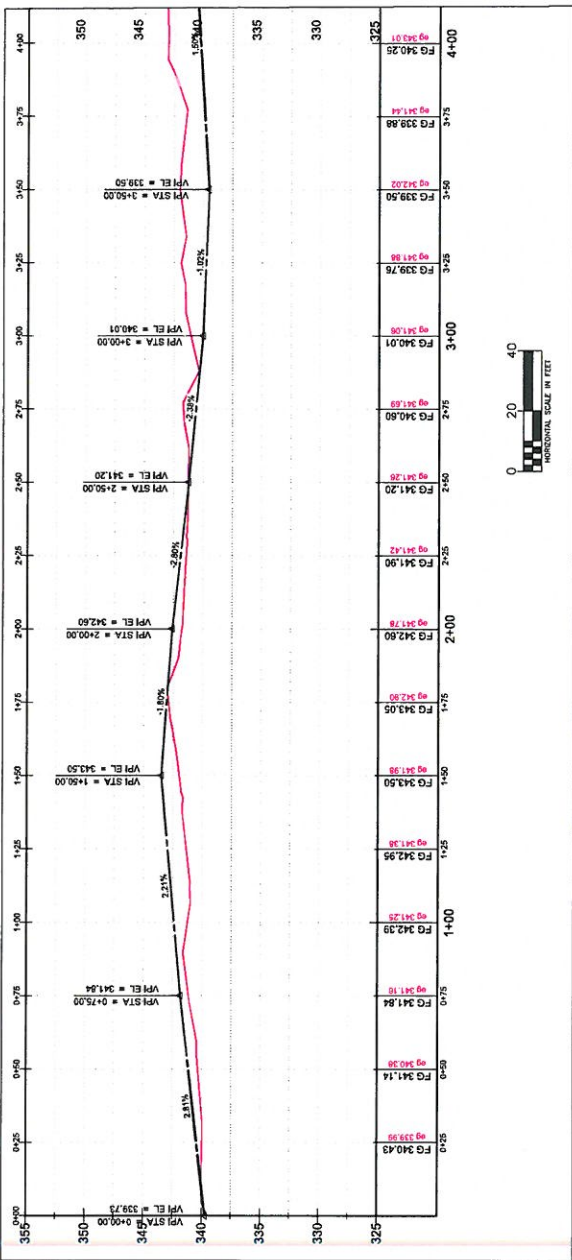
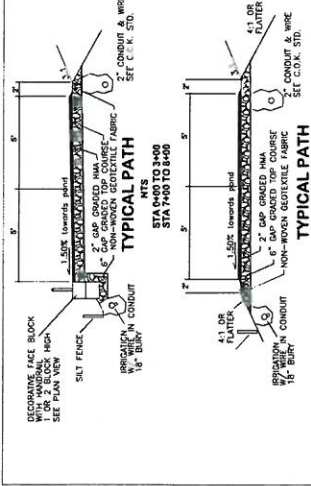
SEC. 51, TOWNSHIP 9 NORTH, RANGE 30 E. N. 1/4

PROJECT SCALE: HORIZONTAL
1" = 200'

INSTALL 350 LF 2" CONDUIT, WIRE AND J-BOX
FOR BOLLARD LIGHTING

J-BOX LOCATIONS SOUTHSIDE

0+50
2+00
3+50



CITY OF KENNEWICK

ENGINEERING DEPARTMENT

DATE: 7/20/14
DRAWN BY: JCH
CHECKED BY: B8
SHEET: 2 OF 4
PROJECT: DUFFY'S POND PATH IMPROVEMENTS
PROJECT ACCOUNTING #: P-1116
DRAWING NO.: B-1090

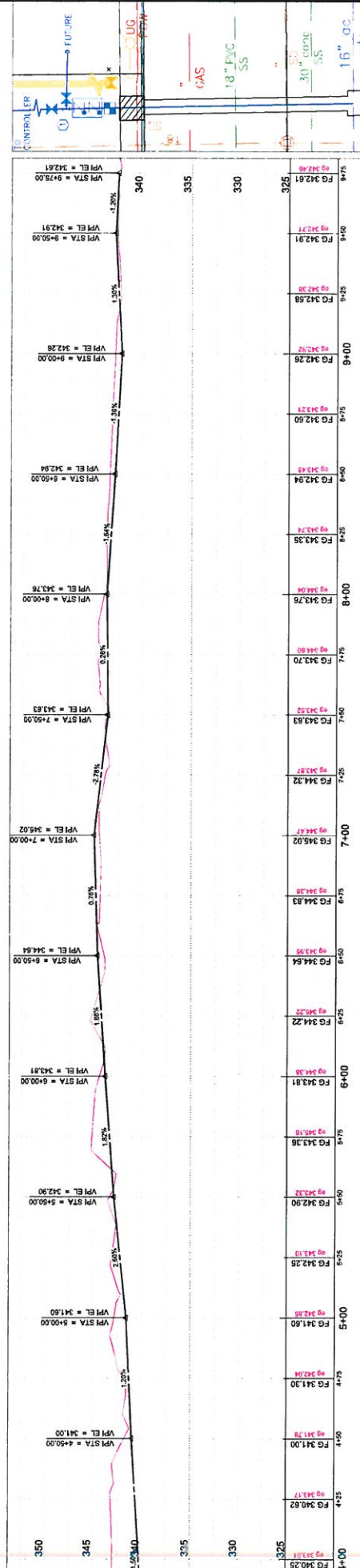
CALL 2 to 10 BUSINESS DAYS BEFORE YOU DIG
DIAL 811 OR 1-800-424-5555



WATER NOTES

WATER BOX LOCATION TO BE
INDICATED BY CITY CROWN
INSTALL

1-2" SCHEDULE 40S
1-5/8" X 2" W/P LINE
WATER FLOW (SEE DWG 4-30)
COORDINATE WITH CITY WATER
1-2" HOUSE SERVICE ASSY
1-2" DUCTA INSTALLATION (SEE DWG 4-
1-2" DUCTA INSTALLATION (SEE DWG 4-
2-2"x4" THREADED NIPPLES-
P/C SCH 40
2-2" GATE VALVES
2-2" MALE THROAT TO FEMALE GLUE
2-2" MALE THROAT TO FEMALE GLUE
1-2" CLASS 200 WATER STOP
WITH GASK




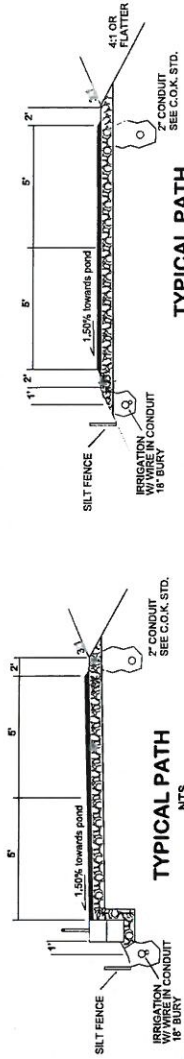
CALL 10 to 10 BUSINESS DAYS BEFORE YOU DIG		ENGINEERING DEPARTMENT	CITY OF KENNEWICK		3125 TRADING DAWN TOWN DES TOH CHK TOH
			DUFFY'S PATH	IMPROVEMENTS 3 OF 4 SHEET	PROJECT ACCOUNTING #: P-1116



Exhibit A

STA 0+00 START PLANTINGS



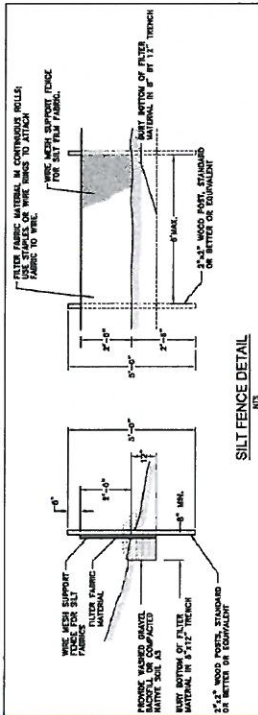
TYPICAL PATH
NTS

TYPICAL PATH
NTS

- SNOWBERRY
(48) 5 GAL. 5FT SPACING
- WOODS ROSE
(36) 3 GAL. 5FT SPACING
- THICKSPICE WHEATGRASS
(18) PLUG 3FT SPACING

- RED OSIER DOGWOOD
(18) 3 GAL. 9FT SPACING
- COYOTE WILLOW
(18) 5 GAL. 9FT SPACING
- GOLDEN CURRANT
(48) 3 GAL. 4FT SPACING

APPROX. PATTERN
REPEAT PATTERN 6 TIMES

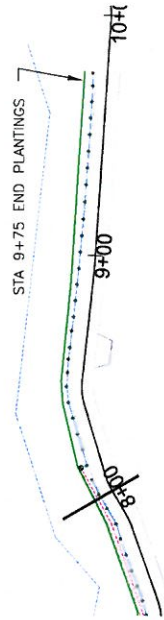


SILT FENCE DETAIL
NTS

IRRIGATION LEGEND

Irrigation Pipe Table	
Length	Symbol
20' H	2\"/>

Irrigation Heads Table	
Quantity	Symbol
138	1\"/>



PROJECT ACCOUNTING # P-1116

CITY OF KENNEWICK

DUFFYS POND

PATH IMPROVEMENTS

ENGINEERING

DEPARTMENT

DATE 1/1/15

DRAWN 10/1/15

DESIGNED 10/1/15

CHECKED 10/1/15

BOOK # 4

SHEET 4

OF 4

DWG. NO. B-1090



DUFFY'S POND
TRAIL PROJECT
STAGING AREA

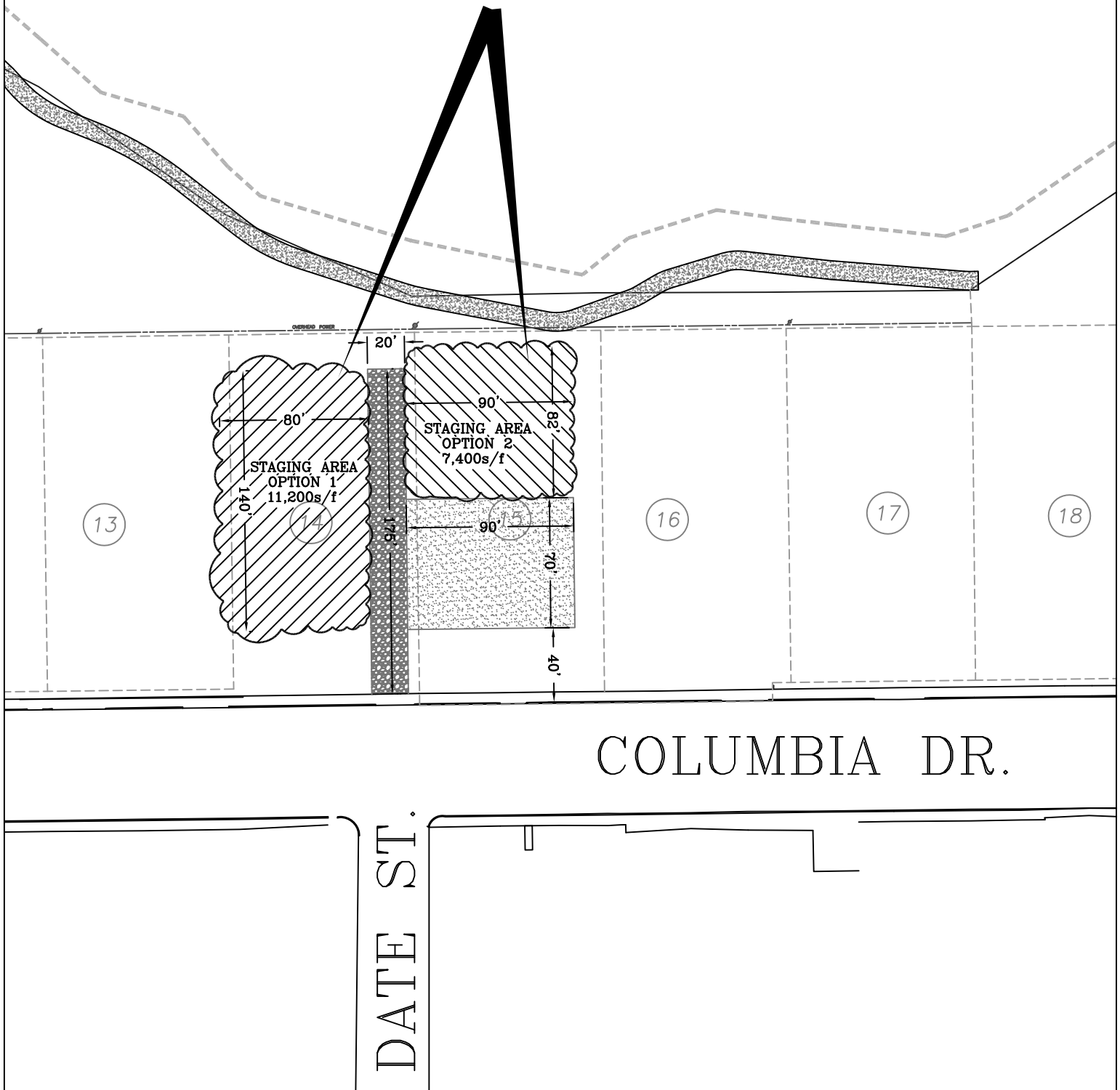


Exhibit C

Bid Opening: 3/10/2015
2:30 p.m.

ITEM	ITEM WITH UNIT PRICE BID	APPROX. QTY.	UNIT	Engineer's Estimate		POW Contracting		Culbert Construction, Inc.		Inland Asphalt Company	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
41	LOW VOLTAGE CONTROL WIRE IN CONDUIT	700	LF	\$ 2.05	\$ 1,435.00	\$ 1.50	\$ 1,050.00	\$ 2.36	\$ 1,652.00	\$ 2.50	\$ 1,750.00
42	RAIN BIRD ESP-LXME (8-48STA) CONTROLLER AND POWER SUPPLY	1	EA	\$ 360.00	\$ 360.00	\$ 350.00	\$ 350.00	\$ 271.59	\$ 271.59	\$ 280.00	\$ 280.00
43	RAIN BIRD ESP LXMPED-PEDESTAL	1	EA	\$ 290.00	\$ 290.00	\$ 500.00	\$ 500.00	\$ 563.68	\$ 563.68	\$ 580.00	\$ 580.00
	LANDSCAPE PLANTINGS										
44	RED OSIER DOGWOOD - CORNUS SERICEA (3 GAL)	18	EA	\$ 22.00	\$ 396.00	\$ 50.00	\$ 900.00	\$ 35.87	\$ 645.66	\$ 37.00	\$ 666.00
45	COYOTE WILLOW - SALIX EXIGUA (5 GAL)	18	EA	\$ 28.00	\$ 504.00	\$ 75.00	\$ 1,350.00	\$ 41.00	\$ 738.00	\$ 42.00	\$ 756.00
46	GOLDEN CURRENT - RIBES AUREUM (3 GAL)	48	EA	\$ 22.00	\$ 1,056.00	\$ 50.00	\$ 2,400.00	\$ 35.87	\$ 1,721.76	\$ 37.00	\$ 1,776.00
47	SNOWBERRY - SYMPHORICARPOS ALBUS (5 GAL)	48	EA	\$ 28.00	\$ 1,344.00	\$ 65.00	\$ 3,120.00	\$ 41.00	\$ 1,968.00	\$ 42.00	\$ 2,016.00
48	WOODS ROSE - ROSA WOODSII (3 GAL)	36	EA	\$ 22.00	\$ 792.00	\$ 75.00	\$ 2,700.00	\$ 41.00	\$ 1,476.00	\$ 42.00	\$ 1,512.00
49	THICKSPICE WHEATGRASS - ELYMUS LANCEOLATUS	18	EA	\$ 14.00	\$ 252.00	\$ 50.00	\$ 900.00	\$ 25.62	\$ 461.16	\$ 27.00	\$ 486.00
50	ROADSIDE SEEDING	0.4	ACRE	\$ 5,000.00	\$ 2,000.00	\$ 2,500.00	\$ 1,000.00	\$ 3,945.79	\$ 1,578.32	\$ 2,950.00	\$ 1,180.00
	SCHEDULE A SUB-TOTAL				\$ 186,786.25		\$ 182,895.50		\$ 203,018.64		\$ 266,773.25
	Sales Tax 8.6%				\$ 16,063.62		\$ 15,711.31		\$ 17,459.60		\$ 22,942.50
	SCHEDULE A TOTAL				\$ 202,849.87		\$ 198,407.31		\$ 220,478.24		\$ 289,715.75
	SCHEDULE B - PATH AMENITIES										
1	WABASH VALLEY PP413 6 FOOT BENCH WITH CONCRETE PAD	3	EA	\$ 1,550.00	\$ 4,650.00	\$ 650.00	\$ 1,950.00	\$ 1,421.59	\$ 4,264.77	\$ 1,700.00	\$ 5,100.00
2	WABASH VALLEY LR300 W/LR310N2 LINER & FT100N FLAT LID TRASH RECEPTICAL WITH CONCRETE PAD	1	EA	\$ 300.00	\$ 300.00	\$ 450.00	\$ 450.00	\$ 959.83	\$ 959.83	\$ 1,155.00	\$ 1,155.00

PORT OF KENNEWICK



INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

This Indemnification and Hold Harmless Agreement is made and entered into as of this ____ day of March, 2015, by and between the **Port of Kennewick**, a municipal corporation, (hereinafter referred to as the "Port") and _____ (hereinafter referred to as "Contractor").

RECITALS

A. **The Port** is the owner of real property known as _____ Columbia Drive, Kennewick, WA 99336, Benton County, Washington (the "Property").

B. **Contractor** has requested to use a portion of the Property (as identified on the map attached hereto and incorporated herein by reference as Exhibit "A") for equipment and material staging and storage for the project it has contracted with the City of Kennewick related to work on the Duffy's Pond Trail. The Contractor's use of the Property shall commence on _____ and end no later than _____.

C. Contractor has reviewed the Property, acknowledges any and all potential risks and liability accompanying its intended use.

D. Prior to the Contractor's use of the Property, the Port requires that Contractor execute this Indemnification and Hold Harmless Agreement, and provide the Port with proof of insurance acceptable to the Port covering Contractor's use of the Property.

NOW, THEREFORE, in consideration of the above recitals:

Contractor agrees as follows:

1. To return the Property to the Port in the same or better condition the Property was in at the time Contractor commenced use of the Property.

2. To fully indemnify, hold harmless, and defend (collectively "indemnification" or "indemnify") the Port, its agents, commissioners, and employees from and against all claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses (including without limitation reasonable attorney's fees and costs), whether or not involving a third party claim, which arise out of, relate to or result from Contractor's use of the Property.

IN WITNESS WHEREOF, this agreement is executed this ____ day of _____, 2015.

PORT OF KENNEWICK

CONTRACTOR

By: _____
Tim Arntzen, Executive Director

By: _____
Name/Title