### AGENDA

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

### Tuesday, October 24, 2017 2:00 p.m.

### I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

### III. APPROVAL OF AGENDA

**IV. PUBLIC COMMENT** (*Please state your name and address for the public record*)

### V. CONSENT AGENDA

- A. Approval of Direct Deposit and ePayments Dated October 16, 2017
- B. Approval of Warrant Register Dated October 24, 2017
- C. Approval of Warrant Register Dated October 24, 2017 (PS Media)
- D. Approval of Regular Commission Business Meeting Minutes October 10, 2017

### VI. PRESENTATION

- A. Columbia-Snake River ESA Litigation, Darryll Olsen, Ph.D., CSRIA Board Representative (TIM/SKIP)
- B. Commercial Insurance Update, Brad Toner & Justin Toner (NICK)

### VII. REPORTS, COMMENTS AND DISCUSSION ITEMS

- A. Vista Field
  - 1. Approval of Vista Field Redevelopment Master Plan: Resolution 2017-17 (LARRY)
  - 2. Approval of Vista Field Development Agreement: Resolution 2017-18 (LARRY)

### VIII. PUBLIC HEARINGS

- A. Approval to Amend Comp Scheme (Vista Field Master Plan and West Richland Racetrack Master Plan); Resolution 2017-19 (LARRY)
- B. 2018 Levy Certification; Resolution 2017-20 (NICK)
- C. 2018 Increase in Tax Capacity; Resolution 2017-21 (NICK)

### IX. RECESS

### X. REPORTS, COMMENTS AND DISCUSSION ITEMS (Continued)

- B. Columbia Drive Update (LARRY)
- C. 2017 A Year In Review (LARRY)
- D. Commissioner Meetings (formal and informal meetings with groups or individuals)
- E. Non-Scheduled Items
- XI. PUBLIC COMMENT (Please state your name and address for the public record)
- XII. ADJOURNMENT

### PLEASE SILENCE CELL PHONES



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**OCTOBER 10, 2017 MINUTES** 

### CALL TO ORDER

Commission President Skip Novakovich called the Regular 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 Thomas Moak, Vice-President Don Barnes, Secretary
Staff Members:	Tim Arntzen, Chief Executive Officer
	Tana Bader Inglima, Deputy Chief Executive Officer
	Tammy Fine, Advisor/CPA, CFE
	Amber Hanchette, Director of Real Estate and Operations
	Nick Kooiker, Chief Financial Officer/Auditor
	Larry Peterson, Director of Planning and Development
	Lisa Schumacher, Special Projects Coordinator
	Bridgette Scott, Executive Assistant
	Lucinda Luke, Port Counsel

### PLEDGE OF ALLEGIANCE

Amanda Jones led the Pledge of Allegiance.

### **APPROVAL OF THE AGENDA**

<u>MOTION:</u> Commissioner Barnes moved to approve the Agenda; Commissioner Moak seconded. With no further discussion, motion carried unanimously. All in favor 3:0.

### **PUBLIC COMMENT**

Chuck Torelli, 3314 South Dennis Court, Kennewick. Mr. Torelli sits on the City of Kennewick Planning Commission and reported the Planning Commission recently held a workshop on October 2, 2017. Mr. Torelli stated Mr. Peterson and Ms. Bader Inglima attended the workshop and did a great job with the Port presentation. Mr. Torelli, like many Kennewick citizens did not know what the Port did, so he Googled it and found that the Port does a great deal. Mr. Torelli stated he did not know who was behind the projects such as the Spaulding Business Park and the Wine Village, and expressed his thanks and appreciation to the Port for getting things done.

No further comments were made.

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### **CONSENT AGENDA**

Consent agenda consisted of the following:

- A. Approval of Direct Deposit and E-Payments Dated October 3, 2017 Direct Deposit and E-Payments totaling \$66,646.29
- **B.** Approval of Warrant Registers Dated October 10, 2017 Expense Fund Voucher Numbers 39511 through 39557 for a grand total of \$325,172.43
- C. Approval of Regular Commission Business Meeting Minutes September 26, 2017

<u>MOTION:</u> Commissioner Moak moved for approval of the Consent Agenda as presented; Commissioner Barnes seconded. With no further discussion, motion carried unanimously. All in favor 3:0.

### **REPORTS, COMMENTS AND DISCUSSION ITEMS**

### A. CEO Evaluation Process

Ms. Luke stated at the September 26, 2017 Commission Meeting, staff and Commission discussed the annual CEO performance evaluation process, and during last year's evaluation the Commission expressed that they would like to update the current CEO performance evaluation process. Ms. Luke stated the proposed process is more efficient and effective and follows the current national trends. Ms. Luke outlined the proposed CEO evaluation recommendations:

- Port Commission appoints a Committee:
  - o Port's Chief Financial Officer
  - Port Attorney
  - One Commissioner to serve a four year term
- Committee develops the CEO's goals and objectives for Port Commission review and approval 2017-18 goals and objectives have already been set by Commission;
- Committee keeps goals and objectives updated;
- Committee develops a procedure for evaluating the CEO's performance;
- Committee conducts CEO's annual evaluation and presents the results to the Commission for review and approval;
- Committee may recommend a salary adjustment in accordance with CEO's employment agreement;
- Committee keeps CEO involved (to encourage creativity and progress while providing timely feedback).

Ms. Luke believes a four year term is appropriate for the Commissioner who will serve on the committee because of the historical knowledge of the processes and how the evaluation is conducted each year.

Mr. Novakovich inquired once the Committee has completed the evaluation process, who then will give the CEO his evaluation.

Ms. Luke stated the Committee would determine that process in the procedures.

Mr. Novakovich believes the process will make the CEO evaluation more efficient.

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Ms. Luke stated in recent years, many companies moved away from the lengthy evaluation form and trending towards real time feedback, which is the key to keeping and retaining talent.

Mr. Moak likes the CEO evaluation process, but is concerned with the four year term for the Commissioner. At this time, only one Commissioner would be eligible to serve on the Committee because of the election cycle. Mr. Moak would prefer the term to be consistent with other committee appointments, a two year term, which begins January. Mr. Moak agrees with the ideas embodied in the policy and would like to try out the process.

Mr. Barnes expressed his concern with a four year term as well and agrees with Mr. Moak's suggestion of a two year term. Mr. Barnes suggested that for the first cycle, the Commissioner would serve from today, until December 31, 2019. Subsequently, the next term would be January 1, 2020 through December 31, 2021. This would, should there be a change in Commission, allow an opportunity for newly elected Commissioners to participate more readily, than with a four year term.

Ms. Luke stated if the Commission is ready to adopt the policy and appoint a Commissioner to sit on the committee today, the motion will need to include the modification of the policy to reflect a two year, two month term initially and a two year term subsequently.

Mr. Barnes offered to serve on the CEO Evaluation Committee.

It is the consensus of the Commission the Mr. Barnes will serve on the CEO Evaluation Committee.

### **PUBLIC COMMENT**

No comments were made

<u>MOTION:</u> Commissioner Moak moved for approval of Resolution 2017-16 adopting a revised Section 15 of the Port Commission Rules of Policy and Procedure covering the Chief Executive Officer Evaluation process, with the amendment that the Commissioner appointed initially will serve until Dec. 31, 2019 and subsequently, that position will be appointed for two (2) year period of time, ending December 31, odd years. We further appoint the Port's Chief Financial Officer, Port Attorney and Commissioner Don Barnes to serve on the CEO Evaluation Committee; Commissioner Barnes seconded.

### Discussion:

Mr. Barnes thanked Ms. Luke and staff for their work on the CEO evaluation process and hopes the new processes will be more efficient and modern.

Mr. Novakovich thanked staff for their work on the policy.

### With no further discussion, motion carried unanimously. All in favor 3:0.

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Mr. Arntzen thanked Mr. Torelli for his comments and stated it is always nice to hear people speak positively about the Port. Mr. Arntzen stated staff has been working closely with the Planning Commission to move the Vista Field Master Plan and Development Agreement through to the Kennewick City Council for approval. Mr. Arntzen indicated the Kennewick Planning Commission is very active and have done many good things for the City of Kennewick.

Mr. Arntzen requested to move Item C, Vista Field Update 1-3 up on the Agenda, to accommodate the audience members that are here to listen to the Vista Field discussion.

### B. Vista Field Update (previously Item C)

Mr. Peterson reported on the October 2, 2017 the City Planning Commission Workshop which addressed the Vista Field Master Plan and Development Agreement. Mr. Peterson stated several City staff were on hand to discuss the Vista Field Master Plan: Public Works Director, Carey Roe, City Attorney, Lisa Beaton and Community Planning Director, Greg McCormick. On November 6, 2017 the City Planning Commission will hold a Public Hearing to consider and potentially recommend to the City Council, approval of the City's Comprehensive Plan Amendment, the zoning change to Urban Mixed Use zoning (UMU), and the Vista Field Master Plan and Development Agreement. Mr. Peterson stated the November 6, 2017 meeting is a public hearing and positive comments are welcome and concerns or questions can be addressed.

Mr. Peterson reported that following the September 26, 2017 Commission meeting, an email was sent to the Vista Field stakeholders list with the links to the Master Plan and appendices. Mr. Peterson stated he received several return emails with comments regarding the Cultural and Historical Analysis Report related to the former use of the site as a World War II Aviation site.

### 1. Department of Commerce Letter of Support (Exhibit 1)

Mr. Arntzen reported the City received a letter from William Simpson, Senior Planner of Growth Management Services for the Washington Department of Commerce. The Department of Commerce expressed their support for the collaboration between the City and the Port and stated the Draft Master Plan reflects many of the planning goals of the Growth Management act, including those regarding urban growth, reducing sprawl, economic development, citizen participation, and efficient multi-modal transportation systems. Furthermore, the letter reflected on the project's focus on compact design and emphasis on connectivity, walkability, and a variety of housing options.

Mr. Barnes stated this an achievement the Port should be proud of and it is great to get these letters at this junction, however, there is still much to do.

Mr. Novakovich stated this a very nice compliment to the City and Port.

### 2. Review Draft Master Plan

Mr. Peterson stated the Commission reviewed the draft Master Plan and although some minor typos were corrected and clarifications made, the substance of the document has remained unchanged. Staff will be bringing the Draft Master Plan and Development Agreement to the Commission at the October 24, 2017 Commission Meeting for approval in the form of a

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resolution and amending the 2016 Comprehensive Scheme to include the Vista Field documents. Mr. Peterson stated the Development Agreement is a format previously utilized by the City, and affirmed and edited by Steve DiJulio. The Development Agreement establishes a plan for the development and identifies cost sharing, transportation improvements and water/sewer improvements over the next ten years and it assures the Port and private sector that the development rules will not be altered during that time period. Mr. Peterson inquired if the Commission had any questions regarding the Draft Master Plan.

Mr. Novakovich stated if the Port were to make any additional changes, it could be detrimental to getting the document approved by the City this year.

Mr. Arntzen stated in last three days, some small corrections and edits have been made to the Vista Field Master Plan and Commission's comments captured; however, the substance of the document has not change.

Mr. Moak stated if the public has comments, now would be the time to address them; however, the broad overall community concepts have been addressed in the document.

Mr. Barnes focused on the content of the Vista Field Master Plan, which is excellent, and stated Mr. Peterson and staff did an exceptional job pulling the Master Plan together.

### 3. Financing Plan

Mr. Kooiker briefed the Commission on the loan process for financing Vista Field. Mr. Kooiker stated the Port has discussed using debt to finance some of Vista Field and stated the debt will increase the cost of the asset, but because rates are low, the Port is better able to leverage our money. Mr. Kooiker explained that the project loan for Phase 1A is an estimated \$5,000,000; however, that number could increase to \$6,000,000-\$7,000,000 depending on final engineering estimates, the bidding climate and if the remodeling of the corporate hangars are included.

Mr. Arntzen emphasized that staff does not have a clear number for the total construction cost for Phase 1A and that information will not be available until the construction plans are completed.

Mr. Kooiker stated the Port has the option to finance the proposed \$5,000,000 through bonds or loans. The Port is proposing obtaining a loan, which will offer more flexibility than bonds. The Port does not need to go through a credit rating, and the cost of issuance is less with a loan. Mr. Kooiker discussed the steps to obtain a bank loan and believes it will take three to six months:

- 1. Retain legal/bond counsel:
- 2. Retain municipal advisor if needed:
- 3. Prepare and issue Request for Proposal (compare apples to apples):
- 4. Evaluate proposals and select bank (2.5-2.75% interest rate):
- 5. Underwriting process:

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- 6. Funding:
- 7. Resolutions to the Board for approval:
- 8. Request draws from bank as necessary.

Mr. Kooiker stated the bank loan process would start once the Master Plan is approved and the Port has final construction plans available. Mr. Kooiker explained the reasons why the Port should wait to obtain a loan:

- Legal/Bond Counsel will need construction documents to verify the Port's tax exempt status, which reduces the interest by 1%, saving the Port money;
- Banks will give a better response if they know what project is being financed, again saving the Port money;
- The Port can have a 24-36 month draw down period on loan.

Mr. Kooiker stated obtaining a loan for more than \$5,000,000 would over-commit the Port for the next fifteen to twenty years. Furthermore, the Capital budget would mainly be used as a debt service and to maintain our current assets and the Port would not be able to pursue other projects. Mr. Kooiker stated Resolution 2014-31 outlines the Port's Budget, Financial, and Operational Philosophy, which states, partnering with other entities who demonstrate support with matching funds could be worth waiting for. There may be a jurisdictional partner that is willing to assist the Port in funding Vista Field, and that would make it worthwhile to wait.

Mr. Novakovich stated the financing plan is very logical and it allows the Port to pursue projects with our jurisdictional partners.

Mr. Moak asked Mr. Kooiker to outline the differences between loans and bonds.

Mr. Kooiker stated the Port deals directly with the bank and bank loans provide more flexibility; whereas, with bonds there are additional costs involved, they are public offerings and they require a bond underwriter. Mr. Kooiker stated the Port's Comprehensive Scheme outlined retiring the Vista Field debt early and the only way to do that with bonds is to issue refunding bonds and there is more flexibility with a bank loan.

Ms. Fine stated previously the Port utilized a bank loan to fund the marina. Ms. Fine stated guidance from multiple advisors was to obtain a bank loan. Ms. Fine stated the Port was quoted over \$350,000 for a bond advisor to take the Port through the process, which included staff presentations in New York to obtain a bond rating. Ms. Fine stated the Port will still get the advantage of the tax exempt status, which is a benefit to the Port because of the loan interest rate. Ms. Fine stated there is not an advantage for the Port to obtain a bond, which will cost more money and require more reporting.

Mr. Barnes stated Mr. Kooiker mentioned the possibility of retiring the debt early; however, does staff believe that the proceeds from land sales at Vista Field will retire the debt.

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Mr. Kooiker stated during the Comprehensive Scheme meeting, staff projected retiring the debt in 2024, however, in this construction climate, it is difficult to forecast. Mr. Kooiker offered that the Port may determine to reinvest the land sale proceeds back into project if factors change.

Mr. Novakovich asked if the Port is charged interest on the money it does not draw.

Ms. Fine stated the bank would only charge interest when the Port draws from the account and stated typically, there is an up-front borrower's fee.

Mr. Novakovich stated once Phase 1 is complete, is there a way to determine the increase in the value of the property.

Mr. Peterson stated the investment in infrastructure, amenities, and the hangar remodel will provide approximately 20 net acres of developable and saleable land. Mr. Peterson stated the amount will depend on the land use and believes \$3.00 to \$10.00 per square foot range is viable. Mr. Peterson stated the debt service is not predicated on selling the lots and the Port is able to continue on with the project and has the option to utilize the land sale proceeds to retire debt early or invest in Phase 2. Mr. Peterson stated design plans for the horizontal infrastructure are 60% complete and will carry significant contingencies because of the current construction climate.

Mr. Arntzen believes Phase 1 will include the horizontal infrastructure: the road, the water feature, utilities, landscaping, and sidewalks; and Phase 2 will include the hangar remodel. Mr. Arntzen hopes to deliver the horizontal infrastructure for the \$5,000,000 to \$7,000,000 and then potentially sell other assets to provide some funding for the hangar remodel. Mr. Arntzen stated it is important to sequence the project and stated the horizontal infrastructure will need to be in place prior to the hangars being remodeled. Mr. Arntzen appreciates the Commission allowing staff to be thorough and work through the financing strategy and indicated he would like financing process to stay on the agenda.

Mr. Novakovich inquired what the Port will pledge as security. Mr. Kooiker stated general obligation debts.

### PUBLIC COMMENT

Nick Gonzales, 8512 Whipple Drive, Pasco: Mr. Gonzales, Vice President of Bouten Construction, attended today out of interest in Vista Field and offered his congratulations to the Commission and staff for getting to this point in the process. As one of the premier builders in the Tri-Cities, Bouton Construction likes to get involved in projects that matter and considers Vista Field a project that matters. Mr. Gonzales is a life-long resident of the Tri-Cities and is supportive of the Port creating a place for everyone to go. Mr. Gonzales has been in touch with Mr. Peterson and can sense the passion for this project, and that reflects well on the Commission. Mr. Gonzales stated the same can be said about David Robison of Strategic Construction Management (SCM), who has been gracious with his time and kept Mr. Gonzales informed on the project. Mr. Gonzales supports the Commission moving forward with the Vista Field Master Plan and Development Agreement.

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Amanda Jones, 9342 West 5<sup>th</sup> Place, Kennewick. Ms. Jones, Credit Executive Officer for Baker Boyer Bank stated Vista Field has been a continual topic of conversation from a variety of backgrounds and industries. Earlier this morning Ms. Jones had a conversation regarding the Port's role at Spaulding Business Park and the tax revenues that the project generated for the community. Ms. Jones expressed her appreciation for what the Port is doing, by taking a long term approach and filling the gap that is needed in our community for a sense of place and a walkable district. It has been a privilege to participate in the various public forums. Ms. Jones thanked the Commission and staff for their commitment. Furthermore, Mr. Kooiker's comments as far as the options for the financing strategy is correct and in looking not just at land sales, but looking at the Port's taxing authority to give flexibility is on point. Ms. Jones stated that Baker Boyer Bank will be submitting a Request for Proposal and regardless of which bank is chosen, she looks forward to seeing the project go forward for the community.

Boyce Burdick, 414 Snyder Street, Richland: Mr. Boyce asked the Commission to approve the Vista Field Master Plan, for two reasons: first, it will be the location for the Vista Field Art Center and secondly, he would like to be a resident at Vista Field.

David Robison, 3601 North 20<sup>th</sup> Avenue, Pasco. Mr. Robison thanked the Commission for the opportunity to speak and stated it is an honor and a pleasure to be a part of this team. Mr. Robison stated the process has taken a lot of time and respectfully asked the Commission to "put the pencils down." This project is about as good and perfect and interactive as it possibly can be and all the I's have been dotted and the T's have been crossed and maybe there is a word or comma missing, but the bottom line is this, it is time to put this project into action. Mr. Robison respectfully asked the Commission to be ready to approve the Master Plan and Development agreement when staff presents the final document on October 24, 2017. Mr. Robison thanked the Commission for including him in this project.

Mr. Novakovich thanked Mr. Robison for his participation on this project and stated his work has been invaluable.

### C. Columbia Drive Update (previously Item B)

Mr. Peterson stated the Wine Village is nearing completion with Banlin Construction finishing up the landscaping and final touch ups. Mr. Peterson stated the final date for completion is the end of October; however, Banlin has scheduled the final walk through for October 20, 2017 to generate a final punch list. The City is currently under contract with Shoemaker Excavation for the installation of the tank and effluent treatment, which should be in place by the end of November/Mid-December.

Mr. Moak inquired if the City has started work on the landscaping along Columbia Drive.

Mr. Peterson stated 2F construction has not moved back onto the site and the City negotiated a delay; however, he is unsure of when the landscape needs to be completed.

1. Wine Village Lease Agreements a. Bartholomew Winery; Resolution 2017-14

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### b. Palencia Wine Company; Resolution 2017-15

Ms. Hanchette presented for Commission consideration, two leases that coincide with completion of the Port's Wine Village Phase 1. In spring of 2016, Port and City staff began the application and selection process for future Wine Village tenants through aggressive advertising campaigns and thoughtful evaluation of applicant. Ms. Hanchette outlined the term of the lease for Bartholomew Winery and Palencia Wine Company. Ms. Hanchette reported that initially building A110 would be a shared storage facility; however, that limited the use for the tenants. Mr. Palencia and Mr. Fawbush met several times regarding the space and it was concluded that Palencia Wine Company will assume the lease responsibility for the two buildings attached by the breezeway and Bartholomew will lease Building B. Mr. Palencia will bond both buildings as winery space and if necessary, Mr. Bartholomew can enter into a sub-lease, with permission from the Port. Ms. Hanchette worked with Ms. Luke and Mr. Kooiker on the standard lease. Ms. Hanchette stated Mr. Barnes brought to her attention a few clarifications that need to be corrected in final documents; and those corrections will be made. Ms. Hanchette inquired if the Commission had any questions.

Mr. Moak inquired if Building A110 will still be barrel storage only or does Mr. Palencia have other options for the space.

Ms. Hanchette stated Building A110 will be bonded as a winery, where he can store case goods and work on his product. Ms. Hanchette stated the Port constructed Building A110 to be used as a potential winery with space for a sink and tasting bar. Mr. Palencia has two lines of wine, Palencia and La Monarcha and will be utilizing Building A140, next to Duffy's Pond for La Monarcha and may use Building A110 exclusively for Palencia Wine.

Mr. Moak thanked staff for their work and appreciates Mr. Barnes using his expertise to review the leases.

Mr. Barnes stated overall the lease agreements are excellent and the Commission already approved a Resolution setting the rates. Mr. Barnes supports the lease agreements and outlined terms.

Mr. Arntzen asked if the Commission would consider approving the Resolutions administratively and staff will make the necessary corrections to the leases following the approval. Mr. Arntzen stated the corrections do not change the tenor of the agreements.

### **PUBLIC COMMENT**

No comments were made.

<u>MOTION:</u> Commissioner Barnes moved for approval of Resolution 2017-14 approving a five (5) year lease with one (1) five year option to Bartholomew Winery and authorizing the Chief Executive Officer to execute the contract with minor revisions as noted; Commissioner Moak seconded. With no further discussion, motion carried unanimously. All in favor 3:0.

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<u>MOTION:</u> Commissioner Moak moved for approval of Resolution 2017-15 approving a five (5) year lease with one (1) five year option to Palencia Wine Company and authorizing the Chief Executive Officer to execute the contract with minor revisions as noted; Commissioner Barnes seconded. With no further discussion, motion carried unanimously. All in favor 3:0.

**D.** Commissioner Meetings (formal and informal meetings with groups or individuals) Commissioners reported on their respective committee meetings.

#### E. Non Scheduled Items

- 1. Mr. Moak recently visited St. Paul, Minnesota where they are turning an old Ford motor plant into a new urban neighborhood and it received a lot of pushback by neighbors. Mr. Moak is thankful that the Port has received only positive feedback on the redevelopment of Vista Field.
- 2. Mr. Novakovich was contacted by Michelle Andres, Franklin County PCO who would like to present information regarding the litigation over the Lower Snake River Dams at the October 24, 2017 Commission meeting. Furthermore, Ms. Andres is requesting a letter of support to bring Secretary of the Interior, Ryan Zinke to the Tri-Cities before the end of the year.

Mr. Novakovich was invited to attend the Department of Energy (DOE) Prime Contractor shared community project and as the contracts are due, it is an opportunity for the community to weigh in on potential regional projects that they would like to see put in the contract with DOE.

Mr. Arntzen believes these topics need further discussion and inquired if the Commission would allow him to briefly discuss them. Regarding the request from the opponents of dam breaching to make a presentation and letter of support for the Secretary of the Interior coming to the area, this issue seems to come up every few years. Mr. Arntzen stated it is an opportunity for the group to circulate a letter, which asks not to remove the dams; however, if they are asking for support to get Mr. Zinke to the Tri-Cities, then maybe the Commission could address that element, offering their support of Mr. Zinke coming to the Tri-Cities, as long as he takes the time to meet with all user groups, including the tribes.

Mr. Novakovich and Mr. Arntzen discussed earlier and indicated if the Port wrote a letter opposing the removal of the dams, which could alienate the Confederated Tribes of the Umatilla Indian Reservation (CTUIR). Mr. Novakovich inquired if after we hear the presentation, the Commission could prepare a letter supporting bringing the Secretary of the Interior to the Tri-Cities.

Mr. Moak stated typically the Secretary of the Interior can come whenever they choose and does not believe it is the Port's role to write a letter requesting Mr. Zinke visit the area.

Mr. Novakovich stated the Franklin County PCO is requesting letters from area agencies, including both county PUD's. Additionally, Congressman Newhouse will be making himself

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available to contact the Department of the Interior.

Mr. Barnes would like further information so that he can understand the request and asked to table the discussion for the next meeting.

Mr. Novakovich indicated the group would like to present at the October 24, 2017 meeting. Mr. Novakovich believes Daryll Olsen would be the one who would attend the meeting.

Mr. Barnes is receptive to hearing a presentation, however, he would like an opportunity to have more information regarding the request.

Mr. Novakovich inquired if Mr. Barnes and Mr. Moak would be amenable to extending an invite to present at the October 24, 2017 meeting.

Mr. Arntzen stated he will extend the invite and will limit the time of the presentation to ten minutes.

Mr. Arntzen stated the DOE prime contractor has requested Mr. Novakovich as the Port representative to respond by October 17, 2017. Mr. Arntzen stated the communities are trying to come together this time rather than have various requests from various entities. Mr. Arntzen stated the mayors are trying to formulate a unified request of community-wide projects of importance. Mr. Arntzen asked Ms. Bader Inglima to pull together items that the Port views as important and reflect regional development.

- 3. Ms. Bader Inglima reported the Port Fall Newsletter was included in the *Tri-City Herald* today and will be inserted in the *Tri-City Journal of Business* on October 15, 2017. Ms. Bader Inglima stated the newsletter is also available on the Port website.
- 4. Mr. Arntzen would like to interview a few consultants regarding the work at Duffy's Pond. Mr. Arntzen indicated the consultant would be hired to assemble a remediation plan for Duffy's Pond. Mr. Arntzen stated the Port has an Opportunity Fund in the 2017-2018 Budget, which allows for unforeseen requests. Mr. Arntzen would like to access up to \$10,000 in funds for this internal request and inquired if the Commission is receptive to this.

Mr. Novakovich inquired how much is in the fund.

Mr. Kooiker stated the Port budgeted \$50,000 per year and the fund has not been utilized.

Mr. Moak inquired if there had been any requests this year to access the fund.

Mr. Arntzen stated he has spoken to a few community groups, including the Historic Downton Kennewick Partnership, about the fund, but no requests have been made as of yet.

The Commission is in consensus of utilizing up to \$10,000 of the Opportunity Fund for a remediation plan for Duffy's Pond.

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Mr. Arntzen will be attending the Washington Public Ports Association (WPPA) Legislative meeting on behalf of Mr. Novakovich. Mr. Arntzen will provide an update to the Commission on the Legislative Agenda upon return.

Mr. Arntzen had the opportunity to review artwork for Vista Field that he would like to pursue and asked Barb Carter to follow up. As the construction plans for Vista Field are being completed it would be prudent to begin looking for art that would be showcased at one of the main entry points. Several months ago, the Commission approved an Art Policy stipulating their interest in funding art in conjunction with major construction projects.

Mr. Arntzen reported he and Marie Mosley, City of Kennewick City Manager met with TRIDEC Executive Director, Carl Adrian and Vice President of Federal Programs, David Reeplog, regarding the Northwest Seaport Alliance rail proposal. The point of emphasis for the meeting was to find a community agency to act as the central clearing house for the rail proposal; which TRIDEC declined. Additionally, Mr. Arntzen and Ms. Mosley met with the Benton Franklin Council of Governments (BFCOG) Executive Director, Brian Malley, who is willing to bring the concern to the Executive Committee and facilitate further discussion through BFCOG.

Mr. Moak inquired if Mr. Arntzen has heard anything regarding the possible test runs.

Mr. Arntzen stated he has heard they have already run test trains; however, the City of Richland says otherwise. Mr. Arntzen cannot clearly answer if test runs have been conducted.

Mr. Novakovich stated he attended the Executive Committee of BFCOG and explained many are confused, including City of Richland council members. Mr. Novakovich stated because BFCOG deals in transportation a real effort should be made to gather the reigns and get this project under them.

Mr. Arntzen reported that Ms. Luke recently attended a WPPA Conference along with other Port counsel representatives.

5. Ms. Luke stated the WPPA arranged a meeting and invited Port counsel and representatives to attend to discuss the development guidelines for Open Public Meeting Act and Executive sessions, and fallout from the recent Riverkeepers versus Port of Vancouver case. There was a lengthy, in-depth discussion regarding the guidance from the case and the grey areas that were not addressed. The WPPA is going to take the legal comments and develop guidance for its members and will tentatively address this issue at the Annual Meeting.

Ms. Luke conducted staff ethics training on October 9, 2017.

6. Mr. Peterson thanked the Commission for their patience with the Vista Field process and stated he will attend the City of Kennewick City Council Meeting on October 17, 2017 where City Council will potentially approve the Urban Mixed Use (UMU) zoning ordinance and apply it to the Bridge to Bridge Area.

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Mr. Peterson stated a recent list of the 100 most influential urbanists was published and the following were on the list:

- #5, Andres Duany, founder of the Congress for New Urbanism and co-founder of DPZ;
- # 15, Lizz Plater Zyberk, co-founder of DPZ;
- #20, Christopher Alexander, "father" of the pattern language movement;
- #61: Michael Mehaffy: consultant.

Mr. Moak asked Mr. Peterson to email him the entire list.

7. Ms. Fine stated author James Collins, former Stanford University Graduate School of Business Faculty member published *Good to Great* in 2001. Ms. Fine indicated there were a few similarities in that book with how the Port conducts business, including the process of using a committee to help further evaluate items, e.g. the CEO Evaluation process and the Vista Vision Task Force.

### **PUBLIC COMMENTS**

No comments were made.

### **COMMISSIONER COMMENTS**

No comments were made.

### ADJOURNMENT

With no further business to bring before the Board; the meeting was adjourned 3:52 p.m.

### **APPROVED:**

### PORT of KENNEWICK BOARD of COMMISSIONERS

Skip Novakovich, President

Thomas Moak, Vice President

Don Barnes, Secretary



#### STATE OF WASHINGTON

### DEPARTMENT OF COMMERCE

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October 3, 2017

Mr. Anthony Muai, AICP Senior Planner, City of Kennewick 210 W. 6<sup>th</sup> Avenue Kennewick, Washington 99336

RE: Adoption of the Vista Field Redevelopment Master Plan

Dear Mr. Muai:

Thank you for sending Growth Management Services notice of intent to adopt the Vista Field Redevelopment Master Plan. We received your materials on September 5, 2017 and processed them with Material ID 24090.

We would like to express our support for the Vista Field Redevelopment Master Plan. The City's collaboration with the Port of Kennewick included extensive public outreach and the Master Plan incorporates the community's vision for new development opportunity in the heart of Kennewick. The draft Plan reflects many of the planning goals of the Growth Management Act, including those regarding urban growth, reducing sprawl, economic development, citizen participation, and efficient multimodal transportation systems.

The Port's analysis indicates that the project will add hundreds of millions of dollars to the community's tax base while meeting a demand for new housing and commercial needs. The design principles supporting pedestrian-scaled architecture that is eclectic, climate-appropriate, and sensitive to local context is a great avenue to promote economic development through placemaking. We appreciate the project's focus on compact design and its emphasis on connectivity, walkability, and a variety of housing options. This focus will help ensure that the City responsibly invests in public facilities and infrastructure over the next 20 years while leveraging those investments already made in infrastructure near the city center.

Mr. Anthony Muai, AICP October 3, 2017 Page 2

If you need any additional technical assistance on these issues, feel free to contact me at <u>william.simpson@commerce.wa.gov</u> or (509) 280-3602. We extend our continued support to the City of Kennewick in achieving the goals of growth management, and we wish you success as you implement the community's vision for Vista Field.

Sincerely,

Will Aje

William Simpson, AICP Senior Planner, Growth Management Services Washington State Department of Commerce

WS:lw

cc: Greg McCormick, AICP Director of Community Planning, City of Kennewick Larry Peterson, Director of Planning & Development, Port of Kennewick Mark Barkley, Assistant Director, Local Government Division Mark McCaskill, AICP, Managing Director, Growth Management Services Dave Andersen, AICP, Eastern Region Manager, Growth Management Services Ike Nwankwo, Western Region Manager, Growth Management Services

### AGENDA REPORT

TO:Port CommissionFROM:Larry Peterson, Director of Planning & DevelopmentMEETING DATE:October 24, 2017AGENDA ITEMS:Resolution 2017-17 Adopting Vista Field Redevelopment Master Plan

- Resolution 2017-18 Approving Vista Field Development Agreement
  - I. **REFERENCE(S):** Resolution 2017-17, Resolution 2017-18, Vista Field Redevelopment Master Plan, Vista Field Development Agreement

### II. FISCAL IMPACT: N/A

**III. DISCUSSION:** The Vista Field Redevelopment Master Plan is the result of 3+ years of planning and public engagement that formally began on November 10, 2014 with the A Pattern Language process led by R. Gary Black (Integrated Structures) followed by a weeklong Charrette conducted by Duany-Plater-Zyberk (DPZ) and led by Andres Duany. The resulting Charrette Report was issued on February 6, 2015 and concepts generated at the Charrette were reviewed, tested and refined over the next 18 months.

In July 2015 Parametrix began preparing a detailed technical analysis (Transportation System Impact Evaluation or TSIE) of Vista Field's likely impacts to the City's existing transportation network which was completed in March 2016. This review identified both future impacts redevelopment of Vista Field may pose and minor alterations to the conceptual layout to better connect with the existing street network. While the TSIE was underway HDJ Design Group investigated the potential of reusing the existing asphalt runways and taxi-lanes in place as suggested during the Charrette week. Started in September 2016 and completed in April 2017, SWCA compiled a cultural resource assessment of the site which identified no archaeological materials, but did suggest the former Aircraft Carrier Practice Deck might be eligible for the National Register of Historic Places.

While these technical reviews were underway the Port also worked with DPZ to refine the architectural character that would be applicable to development occurring at Vista Field. To help convey the vision and intent DPZ prepared a Design Precedents Library, which will assist the development community and citizens understand what is anticipated and expected. ECONorthwest prepared an economic analysis of the likely positive impacts including the Vista Arts Center at the heart of the site could yield. From mid-2015 to October 2017 the Port worked with the City to create zoning and street design regulations which would allow Vista Field to be redeveloped as envisioned by the community in November 2014. Review of existing water and sewer utilities occurred in summer 2017 with conclusions and solutions identified in September 2017. Upon completion of much of this work, the City submitted the draft master plan to the State Department of Commerce on September 5, 2017 for a legally mandated review which resulted in a unique and cherished letter of support from the Washington State Department of Commerce dated October 3, 2017.

Due to the unique nature of the proposed Vista Field development, a type of development not occurring within the City of Kennewick...or elsewhere in the Tri-Cities, city staff suggested a Development Agreement which clarifies expectations and deviations would be appropriate. The Development Agreement is a contract between the City and Port and other parties that will invest in Vista Field which clearly establishes regulatory, timing and financial commitments of all parties.

The Vista Field Development Agreement is for a 10-year term which binds the parties to the vision contained in the Redevelopment Master Plan while providing certainty that the development standards (zoning, street design) will not be changed nor rescinded. This agreement also establishes transportation system (intersection) and utility system (water) improvement triggers, responsible parties and participation shares. The Development Agreement in essence is the pre-negotiation of the rules and regulations; just as urged by Andres Duany during the Charrette.

Minor revisions to the connection points with existing streets have occurred as the plan and technical review evolved, however the Vista Field Redevelopment Master Plan remains true to the community's vision established in November 2014. Adoption of the following resolutions would establish the Port Commission's official plan/direction/vision (Redevelopment Master Plan) for the redevelopment of Vista Field and provide assurances (Development Agreement) to the City, Port, citizens and community of that vision.

#### IV. ACTION REQUESTED OF COMMISSION:

**Redevelopment Master Plan Motion:** I move approval of Resolution 2017-17 adopting the Vista Field Redevelopment Master Plan.

**Development Agreement Motion:** I move approval of Resolution 2017-18 adopting the Vista Field Development Agreement.

### PORT OF KENNEWICK Resolution No. 2017-17

### A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE PORT OF KENNEWICK ADOPTING THE MASTER PLAN FOR REDEVELOPMENT OF THE VISTA FIELD PROPERTY

**WHEREAS**, the former Vista Field Airport property in the City of Kennewick provides an economic development opportunity for the Port of Kennewick and the City of Kennewick; and

**WHEREAS,** DPZ Partners, were contracted to assist the Port with preparation of the Vista Field Redevelopment Master Plan; and

**WHEREAS,** public input regarding the future redevelopment of Vista Field was obtained throughout the planning process; and

**WHEREAS,** the Board of Commissioners has reviewed the Vista Field Redevelopment Master Plan throughout the planning process; and

**WHEREAS,** the Board of Commissioners directed the draft plan be forwarded to the City of Kennewick for review and comments which occurred on March 14, 2017; and

WHEREAS, the City of Kennewick provided review comments on June 19, 2017; and

WHEREAS, revision comments received from the City of Kennewick have been incorporated into the Vista Field Redevelopment Master Plan (Exhibit 1).

**NOW THEREFORE, BE IT RESOLVED** that the Port of Kennewick Board of Commissioners hereby approves and adopts the Vista Field Redevelopment Master Plan as prepared and revised by DPZ, Partners.

**ADOPTED** by the Board of Commissioners of Port of Kennewick on the 24th day of October, 2017.

### PORT of KENNEWICK BOARD of COMMISSIONERS

By:

SKIP NOVAKOVICH, President

THOMAS MOAK, Vice President

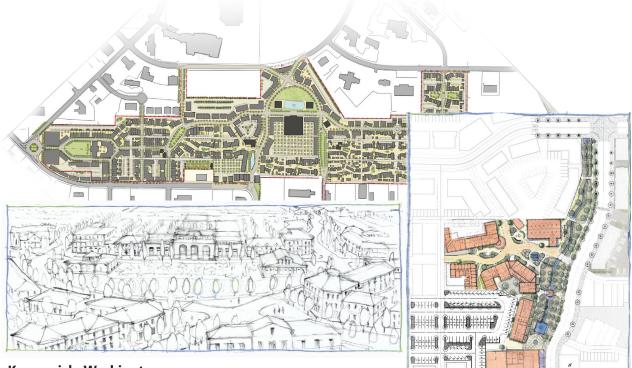
By:

By:

DON BARNES, Secretary

## VISTA FIELD REDEVELOPMENT MASTER PLAN 2017

An opportunity initiated by the Port of Kennewick in collaboration with the City of Kennewick and guided by the citizens of the Tri-Cities.



Kennewick, Washington

Prepared in partnership with Duany Plater-Zyberk & Company (Architects and Town Planners)

#### Primary technical assistance & direction provided by:

Duany Plater-Zyberk & Company (Architects and Town Planners) Michael W. Mehaffy, Structura Naturalis Inc. (Planning Consultant) Laurence Qamar, Qamar & Associates Inc. (Engineering Consultant) Parametrix (Transportation Consultants) ECONorthwest (Economic Analysis Consultants) R. Gary Black, Integrated Structures Inc. (Construction Consultant)

#### Additional technical assistance provided by:

Confederated Tribes of the Umatilla Indian Reservation (Cultural Resources) SWCA (Environmental Consultants) Strategic Construction Management (Project Development Consultants) HDJ Design Group, A Division of PBS (Design Consultants)

> We believe great places add to the sum of human happiness...economically and environmentally resilient communities foster physical and social well-being."

> > - Duany Plater-Zyberk & Company

## **STAKEHOLDER PARTICIPANTS**

#### **Port of Kennewick**

Board of Commissioners Skip Novakovich, President Thomas Moak, Vice President Don Barnes, Secretary

Tim Arntzen, Chief Executive Officer Tana Bader-Inglima, Deputy Chief Executive Officer Larry Peterson, Director of Planning & Development Amber Hanchette, Director of Real Estate & Operations Nick Kooiker, Chief Financial Officer/Auditor Tammy Fine, Advisor/CPA, CFE Michael Boehnke, Facilities Manager Michael Melia, Maintenance Technician Jennifer Roach, Accounting/Administrative Assistant Bridgette Scott, Executive Assistant Lisa Schumacher, Special Projects Coordinator Kandy Yates, Office Assistant/Marina Manager

#### **City of Kennewick**

City Council

Steve Young, Mayor Don Britain, Mayor Pro-Tem Matt Boehnke, Councilman Gregory Jones, Councilman Paul Parish, Councilman Bob Parks, Councilman John Trumbo, Councilman

Marie Mosley, City Manager Vincent Beasley, Fire Chief Ken Hohenberg, Chief of Police Cary Roe, PE, Public Works Director Greg McCormick, AICP, Community Planning Director Anthony Muai, AICP, Senior Planner John Deskins, Traffic Safety Engineer Terry Walsh, Economic Development Director Emily Estes-Cross, Economic Development Manager

#### **Vista Vision Task Force**

Rich Cummins, Task Force President, Citizen at Large/Education Don Britain, Task Force Vice President, City of Kennewick Carl Adrian, TRIDEC Jim Beaver, Benton County Commissioner Kyle Cox, Citizen at Large/Young Professionals of the Tri-Cities/Mid-Columbia Libraries/Arts Charlie Drader, Citizen at Large/Young Professionals of the Tri-Cities/Finance Chuck Freeman, Kennewick Irrigation District Ed Frost, Citizen at Large/Public Transportation Traci Jao, Citizen at Large/Young Professionals of the Tri-Cities/Business Development Barb Johnson, Columbia Center Mall/Kennewick Public Facilities District Lori Matson, Tri-Cities Regional Chamber of Commerce Vicki Monteagudo, Commercial & Residential Real Estate Austin Neilson, Citizen at Large/Young Professionals of the Tri-Cities/Business Justin Raffa, Citizen at Large/Young Professionals of the Tri-Cities/Arts Steve Simmons, Citizen at Large/Business Dennis Solensky, Ben Franklin Transit Gary Spanner, Citizen at Large/PNNL/Economic Development Derrick Stricker, Commercial Real Estate/Young Professionals of the Tri-Cities Kris Watkins, Visit Tri-Cities Kirk Williamson, Citizen at Large/Communications

## **Acronym/Second Reference List**

City (City of Kennewick) CTUIR (Confederated Tribes of the Umatilla Indian Reservation) DPZ (Duany Plater-Zyberk & Company) FEIS (Final Environmental Impact Statement with Integrated Economic Analysis) LOS (Level of Service) Port (Port of Kennewick) SWCA (SWCA Environmental Consultants) TSIE (Transportation System Impact Evaluation) UMU (Urban Mixed Use) VVTF (Vista Vision Task Force)

## **TABLE OF CONTENTS**

ACRONYM/SECOND REFERENCE LIST 4 EXECUTIVE SUMMARY 6 INTRODUCTION 9 Project Overview 1 History, Process & Plan Creation 2 Collaboration & Players DEVELOPMENT PLAN 14 Plan Principles - New Urbanism Foundation 16 Character/Placemaking 17 Land Use 19 Design Controls 21 Artist's Renderings 26 Transportation Network 32 Street Design Standards 35 Emergency Services PROJECT CONSIDERATIONS 37 Economic 38 Transportation Impact Mitigation 43 Pavement Reuse
INTRODUCTION9Project Overview11History, Process & Plan Creation12Collaboration & PlayersDEVELOPMENT PLAN14Plan Principles – New Urbanism Foundation16Character/Placemaking17Land Use19Design Controls21Artist's Renderings26Transportation Network32Street Design Standards35Emergency ServicesPROJECT CONSIDERATIONS37Economic38Transportation Impact Mitigation
11History, Process & Plan Creation 1212Collaboration & PlayersDEVELOPMENT PLAN14Plan Principles - New Urbanism Foundation 1616Character/Placemaking 17Land Use 1919Design Controls21Artist's Renderings 2623Street Design Standards 3524Emergency Services25PROJECT CONSIDERATIONS3737Economic 38Transportation Impact Mitigation
16Character/Placemaking17Land Use19Design Controls21Artist's Renderings26Transportation Network32Street Design Standards35Emergency ServicesPROJECT CONSIDERATIONS3738Transportation Impact Mitigation
26 Transportation Network 32 Street Design Standards 35 Emergency Services PROJECT CONSIDERATIONS 37 Economic 38 Transportation Impact Mitigation
38 Transportation Impact Mitigation
<ul> <li>43 Pavement Reuse</li> <li>44 Housing Affordability</li> <li>45 Cultural &amp; Historic Preservation</li> </ul>
IMPLEMENTATION STRATEGIES 46 Phasing
49 Financing
CONCLUSION 50
APPENDIX A 51 Graphic-Based Resources
AFPENDIX A SI GIAPHIC-Based Resources

## **EXECUTIVE SUMMARY**

Transforming the 103-acre Vista Field into a vibrant, pedestrian-focused regional town center is no small task.

Vista Field is a former general aviation airfield located at the core of Tri-Cities, Washington, near the Columbia Center Mall, and adjacent to the City of Kennewick's (City) Vista Entertainment District, which includes the Three Rivers Convention Center and the Toyota Center.

The Port closed the airfield at the end of 2013, and runway closure activities commenced in early 2014. In the years since, the Port and its partners have been working diligently on every detail of the Vista Field Redevelopment Master Plan.

Following the airfield's closure, the Port began a multi-year effort to involve the public in the planning for the future of this very unique asset. This public involvement process utilized surveys; meetings; a pattern-language workshop; a week-long public charrette series; and a citizen oversight committee, to gather comprehensive input about what the community desired to see at the site. Through these efforts, citizens identified and advocated for Vista Field to become a lively, urban core. Small-scale city blocks with pedestrian-friendly neighborhoods, a mix of work and open spaces, restaurants, and shops were identified as essential elements.

The concepts and details included in the Vista Field Redevelopment Master Plan are the result of the community's substantial and valuable feedback, and the close collaboration between the Port, City of Kennewick, other partners, and the public throughout the planning process.

For several years, the Port and City have worked meticulously on every detail of the redevelopment to produce a functional versus conceptual master plan. Each section of the plan has been refined during public meetings with City departmental staff including Public Works, Planning, Police, Fire, and Economic Development.

These efforts tested original concepts and assumptions, and validated that the Vista Field concept is sustainable and will provide a positive return on investment for taxpayers.

The Vista Field model is very different from typical developments seen in many cities. As envisioned, Vista Field will be redeveloped using a New Urbanism model—a neighborhood-scale planning approach focused on mixed-uses, vibrant public spaces, private amenities, and multi-modal access.

Once complete, the site will have many distinctive features and look more like city blocks found within historic downtown areas; with diverse local businesses, cozy neighborhoods and public plazas. These types of town center developments, that meld cultures and bring vibrancy to communities, are sought after and the Port heard very clearly from citizens that this type of development is what they want.

Plans include a network of small-scale streets, focusing on walking, biking, public transit, and interconnecting a variety of neighborhoods within the development. Dotted with green spaces, waterways, pathways, civic buildings, and public facilities (such as an arts center), Vista Field will be filled with unique shops and local restaurants, cafes, and offices. There will be places for shopping and dining. There will be areas focused on entertainment and open public spaces. There will be areas that recognize and celebrate local history. And throughout, there will be a mix of residential options appealing to a variety of ages and incomes including single family homes, condos, multi-family housing, spaces for mother-in-law cottages, and even opportunities for places to live above and work below.

These features and amenities will foster visitation, entrepreneurial ventures, and a city-center lifestyle, as well as create new jobs, new living options, and develop civic amenities that everyone can enjoy.

This New Urbanism planning approach, requires revising City codes. The City has already undertaken modification of existing regulations and creation of new codes, which will allow Vista Field to evolve as intended by the community. This plan is based upon the ultimate adoption of those regulations.

Beyond establishing an urban core in the Tri-Cities, the redevelopment of Vista Field will add both taxpayer equity and value to this community and the broader region. The private sector also benefits. The site is projected to attract \$400,000,000 in private investment at full buildout. That new private development will generate more tax revenues to support police, fire, hospitals, and libraries, and other municipal services—without any increase in taxes or cost to existing taxpayers.

### **MASTER PLAN HIGHLIGHTS**

New Urbanism concepts will transform Vista Field into a vibrant, walkable, bikeable, transit-oriented urban core for the Tri-Cities.



The Vista Field Redevelopment Plan is broken into eight phases. The Port is following its customary practice of enhancing the community without asking for new taxes. Instead, the Port is focusing on fiscally sound development, following a pay-as-you-go approach, and working to leverage existing Port revenues and land sales, with stakeholder funding, grants, and private investment dollars.

The Vista Field Redevelopment Master Plan honors the community's vision for an urban place. The plan provides the framework for transformation of the former airfield land including identifying specific infrastructure (streets, water, sewer, electrical, fire-flows, traffic impacts, and storm drainage, etc.), program, design elements, and other ingredients of the final buildout. It is a strategic blueprint for implementation as much as it is a physical design of the urban development.



Proposed Phase 1 development, and showing the location for the privately funded Vista Arts Center (right).

# INTRODUCTION

#### **PROJECT OVERVIEW**

The Port of Kennewick (Port) intends to redevelop the 103-acre former Vista Field Airport site, located in the City of Kennewick (City) at the geographic and commercial heart of the Tri-Cities, Washington, into a vibrant urban place. Redevelopment at Vista Field provides the unique strategic opportunity to create a special place in the core of the community.

This former municipal airport ceased operations in December 2013, yet the decades of airport operations effectively preserved the site for urban-scale development at a later time. That time has arrived.

The concepts and details included in this master plan are the result of substantial public input over a period of four years, and close coordination and partnership with the City to enable the community's vision to be realized. This master plan is essentially a summary of key elements from numerous citizen involvement meetings, planning sessions, site investigations, and economic and engineering documents generated since 2012.

Vista Field has unparalleled potential. The site is adjacent to the region's sports and convention venues, within 0.5 mile of the communities' commercial and hospitality center; and it benefits from well-established transportation and utility systems.

Deciding the redevelopment direction for the site was based upon several factors including citizen input, market considerations and environmental conditions. The urban place that the citizens requested not only fills a void in the Tri-Cities but also makes economic sense for the Port, City and private sector.

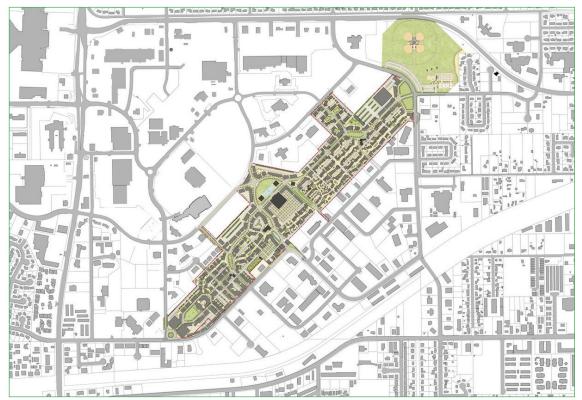
Based upon the proven principals of New Urbanism—which involves a planning methodology focused on adding vibrant public spaces, private amenities, and multi-modal access—the Vista Field development plan calls for public open spaces ranging from small hidden-gem areas to a 2.5-acre central plaza; nearly 1,100 residential units ranging from single family homes on urban sized lots to condominium and apartments; and approximately 750,000 square feet of retail, office, service and entertainment uses all tied together by a network of small-scale streets focusing on walkability and inclusion of all modes of transportation.

Typical master plan documents address land use and transportation issues in separate compartmentalized sections; however, redevelopment of Vista Field is not a typical project where these elements are segregated. New Urbanism development, upon which Vista Field is modeled, necessitates a different approach and perspective: where land use and transportation elements are carefully and strategically considered together.

Streets within Vista Field are to become more than just transportation conduits, they must be considered intrinsic to the public realm. Buildings are more than just a place to escape the elements, they must be connected in purpose and function to the public realm if successful placemaking is to occur.

Given the New Urbanism neighborhood-scale planning approach, revising City codes to allow for the community's concept of Vista Field is required. The City has already undertaken modification of existing regulations and creation of new codes, which will allow Vista Field to redevelop as envisioned by the community. This plan is based upon the ultimate adoption of those regulations.

Moreover, mixing land uses in Vista Field must be more than just authorized—land uses must be judiciously mixed to create vibrancy and avoid a perception that the sidewalk is rolled up at 5 p.m. Therefore, the City crafted the Urban Mixed Use (UMU) zoning district and adjusted other land use regulations to allow development as envisioned in this master plan. Beyond allowing numerous uses to intermix, special focus was directed to assure that the public realm along pivotal corridors becomes, and remains, attractive to pedestrians. This is accomplished by avoiding the typical street classification based upon intended vehicle volumes (arterial, collector, local). Instead, the plan identifies A and B streets, where land use regulations strive to assure A streets are lively and interesting public realms, while B streets allow for functional activities such as parking and utility service.



#### VISTA FIELD REDEVELOPMENT PLAN

A larger version of this image is on page 22.

#### HISTORY, PROCESS & PLAN CREATION

The Vista Field Airport started operations in the 1940s and continued under the ownership of the Kennewick Irrigation District and the City of Kennewick until 1991, at which time the Port purchased the airport and surrounding lands from the City. Two decades later, with users continuing to decline and expenses continuing to increase, the Port wrestled with the future of airport operations.

In September 2012, the Port decided to undertake a detailed analysis of the environmental and economic implications of several options including airport expansion, closure and redevelopment, and no change scenarios. The world-renowned firm Duany Plater-Zyberk & Company (DPZ) was selected to assist the Port with this task, and resulted in the March 8, 2013, Vista Field Final Environmental Impact Statement with Integrated Economic Analysis (FEIS).

Substantial stakeholder input occurred over a six-month period, culminating in a public hearing on April 13, 2013. At that hearing, the Port Commission unanimously decided that closure and redevelopment of the Vista Field Airport was in the best interest of the community. The redevelopment concept contained within the FEIS generated substantial public interest in the potential that Vista Field redevelopment offered. However, that early concept lacked the detail necessary for implementation.

The Port Commission set a course toward redevelopment of the site under the principles of New Urbanism, and decided the public should share in crafting the master plan. The Port first created a formal citizens advisory team, the Vista Vision Task Force (VVTF). This volunteer group was composed of individuals from multiple backgrounds including education, government, economic development, marketing, arts and entertainment, young professionals, real estate, finance, and transportation. VVTF members and the numerous citizens attending the task force meetings, helped refine and direct recommendations for redevelopment.

The Port Commission also decided that the redevelopment opportunity necessitated a public involvement and planning process unlike any previous efforts in the Tri-Cities. The Port again engaged the services of DPZ and its subconsultants, Parametrix and ECONorthwest, along with R. Gary Black of Integrated Structures Inc., to conduct a weeklong interactive design workshop.

On November 10, 2014, design began, with Gary Black leading a one-day pattern language process, which identified many crucial elements for inclusion in the master plan. DPZ then transitioned public involvement efforts into a five-day community design charrette that brought stakeholders and experts together to propose, evaluate, and refine concepts for the redevelopment within an open and actively engaged public process. The charrette sessions allowed rapid development, testing and refining of ideas with the participation of community members, as well as technical experts.

The draft charrette report was published on February 6, 2015, and circulated among the community and VVTF to ensure the draft plan incorporated the ideas expressed during the November 2014 sessions.

As of June 2015, the planning effort had evolved from a concept into a revised and viable draft master plan. A number of philosophical questions were explored during a summer 2015 work session, such as possibly transferring the entire project to the private sector for implementation; how housing for all economic levels would be assured; and what were the Port's expectations regarding project return on investment.

From fall of 2015 through summer 2017, the Port closely coordinated with the City to understand and evaluate potential impacts to the City's existing transportation and utility infrastructure. Also, discussions with the City's Community Planning Department helped identify code changes necessary to develop Vista Field as envisioned in the community-driven master plan. Additionally, because the Vista Field redevelopment was anticipated to be substantially different than traditional development patterns, the City's Fire and Police Departments were engaged to ensure a careful, thoughtful design from an emergency services perspective.

Indeed, since Vista Field development differs significantly from traditional projects undertaken within the Tri-Cities during the past 40-plus years, the Vista Field Master Planning effort sought strategic input from citizens, stakeholders, real estate professionals, financial sectors, and the City staff – not just as a regulator or utility provider – but as a true partner in transformative development.

This master plan and the supporting documents represent the outcome of extensive public involvement and years of collaboration with the City and other partners. The plan provides the frameworks for redevelopment of the airfield including infrastructure, program, design elements, and other ingredients of the final buildout. It is a strategic plan for implementation as much as it is a physical design of the urban development.

### **COLLABORATION & PLAYERS**

Starting as a Port-driven question regarding the future of the airport, this effort quickly grew into a broad stakeholder discussion about the future of our regional community, and how Vista Field could address a previously identified major deficiency—the lack of an urban core.

Starting with the EIS in 2012, continuing through planning and the concept refinement process occurring in 2014 and 2015, then moving to the details consideration stage in 2016 and 2017, this effort is truly a community-driven project. Individuals from different backgrounds attended numerous meetings and continuously provided ideas on how Vista Field could become a special place; all volunteering their time to help guide the future of this community asset.

The Port and City have collaborated and worked diligently on every detail throughout the master plan development process to produce a functional versus conceptual plan. Each section of the plan has been refined during public meetings with City departmental staff including Public Works, Community Planning, Police, Fire, and Economic Development.

Without the energy and support of City Manager Marie Mosley, Mayor Steve Young, and Mayor Pro-Tem Don Britain, this unique redevelopment endeavor could have been lost to the details. Moreover, many City staff members (Fire Chief Vince Beasley, Police Chief Ken Hohenberg, Cary Roe, Greg McCormick, Anthony Muai, John Deskins, Terry Walsh, and Emily Estes-Cross) have been integral to shaping this plan.

In addition to the strong partnership with the City, this process and project have drawn the interest of multiple agencies focused on what development of an urban center could mean to the future growth, vibrancy, and economic sustainability of our region. These agencies include Arts Center Task Force, Ben Franklin Transit, Benton County, Kennewick Public Facilities District, Tri-Cities Chamber of Commerce, TRIDEC, Visit Tri-Cities, and Young Professionals of the Tri-Cities.

Attempting to list all those who participated would surely result in an unintended omission. However, special acknowledgement to the VVTF volunteer members including Chairman Rich Cummins, pattern language participants, and the 200-plus charrette participants is warranted, and for their participation, Port Commissioners and staff are grateful.

The Port Commission (Skip Novakovich, Thomas Moak and Don Barnes) extends its sincere thanks and appreciation to all who participated and provided their time, ideas, suggestions, input, and guidance during this multi-year master planning process. The broad consensus by those involved is that, *it is far superior to plan with the community, rather than for the community.* 

## **DEVELOPMENT PLAN**

#### PLAN PRINCIPLES - NEW URBANISM FOUNDATION

New Urbanism is a neighborhood-scale planning approach that is centered on vibrant public spaces, with adjacent private amenities that are easily accessible through a variety of modes of travel, especially walking. The layouts of these types of developments often follow traditional small-town patterns and characteristics, which appeal to a significant percentage of the population. There is a growing market demand for these developments, but very few New Urbanism options are currently available within the Tri-Cities.

The trend toward New Urbanism came as a response to perceived limitations of typical automobiledependent development. While many people enjoy the benefits of automobile-based urban form, the patterns of 20th Century planning have tended to eliminate choice for many people, including the choice to enjoy a walkable, mixed-use neighborhood with close-by amenities and small-town livability. Too often the pattern of auto-dependent development is followed by traffic congestion, visual blight, chain-store homogeneity, and less active lifestyles in less livable neighborhoods. For many people, this represents a loss of what cities and towns offered to previous generations.

In practice, the design of New Urbanist communities generally includes the following characteristics:

- A small-scale network of streets, allowing easy walkability as well as slow, even driving with minimal congestion.
- Good connectivity at the edges, to allow percolation of traffic without major congestion points, and without freeway-like arterials that only accommodate fast-moving cars. (These can be integrated into the planning but require special treatment.)
- Walkable, convenient, attractive streets and public spaces, connected into a coherent system.
- Buildings that give the streets and other public spaces shape and definition, and provide activities at the edges.
- Placemaking that is, places for people to enjoy and spend time, rather than places meant to impress architects or solve purely technical problems (e.g. maximum speed for cars).
- Human-scale design, especially at the level of the streetscape, and the details and sequences of experiences that pedestrians enjoy.
- Mixed use—living, working and playing all in one area, instead of segregated zones that require automobile travel between them.
- Compactness, sufficient to allow convenient walking. This is often confused with density, which is a more abstract idea, and can be unpleasant when density is very high.
- Transportation choices, including walking, biking, public transit, and driving.
- Adequate parking, including on-street parking, but also ample provisions for walking, biking and transit.

- Accessibility for all, including disabled, young, elderly, poor, and other populations.
- A design approach that places primary emphasis on experiences at the street level, including a sense of enclosure, prospect views, elements that are in view at a distance along a street (so-called terminated vistas), and other elements of traditional urban design, which heighten the enjoyment of people in the neighborhood, especially pedestrians.

#### CHARACTER/PLACEMAKING

Character is a key element that must be established within Vista Field, but it must not be interpreted as a mandate that all buildings must have the same character. In fact, repetition and replication only serve to reduce character.

It is unexpected elements, such as a hidden courtyard, a crooked street, an oddly shaped building, a water feature, or an iconic art installation that develop the character of a place. Considering the vast size of the 103-acre site, and the surrounding land uses ranging from public facilities to the northwest and industrial uses to the southeast, Vista Field could and should contain multiple character areas, possibly taking cues from these surrounding uses.

Vista Field is intended to become the urban center of the Tri-Cities and tendencies to apply suburban strip mall, apartment, or single-family home treatments must be resisted. Not all lots will be rectangles, and not all front doors and walls will be parallel to the adjacent streets. Building setbacks can and hopefully will vary, with some businesses establishing café seating along the 10-foot-wide public sidewalks abutting the streets. Buildings may include unusual angles or overhangs. Irregular balconies may overlook the street below. All of these opportunities for unique elements are intentional, not an oversight in the UMU zoning. These elements are intended to help establish the character and soul of the place that is Vista Field.

Public open space is identified throughout the site, with a 2.5-acre central plaza located near its core, 1-acre open areas located at the southwest and northeast entrances, and 0.25-acre pocket parks sprinkled throughout. These open spaces will include improved elements appropriate for an urban area, such as fountains, plazas, trees, pathways, seating areas, and similar amenities. These open space areas are intended for heavy use by the public including the possibility of street fairs, small scale concerts, or community gatherings. These areas are not intended to become large grassy areas serving as supplemental sports fields, as those areas presently exist throughout the community. These open space areas are intended to become well-loved urban "outdoor rooms."

### LAND USE

The Urban Mixed Use (UMU) district allows mixing of residential, commercial and entertainment uses, both vertically and horizontally, while requiring all off-street parking to be located behind the buildings. All rules, regulations and covenants are crafted with the focus on placemaking. Building height and setback restrictions are intentionally relaxed to allow greater flexibility, while assuring vehicle parking demands are addressed.

Implementation of the Vista Field Redevelopment Master Plan is not dependent upon structured parking to realize the density of development identified in the plan. Ample surface parking for vehicles is identified, however parking areas are located behind the buildings rather than in front of the buildings. This simple change results in A streets with no driveways along the frontage, which creates an uninterrupted public realm while also enhancing pedestrian safety. On-street parallel parking is included throughout most of the Vista Field site, and that parallel parking will be credited toward individual development project when determining required parking.

Land uses include a broad range of activities, while excluding uses only at either end of the spectrum such as large lot single-family homes, and warehousing and industrial activities. Allowed activities within Vista Field include residences ranging from single family homes on urban-sized lots to live-work spaces, townhomes, condominiums, and apartments, as well as commercial uses such as offices, service businesses, retail, hotels, restaurants, theaters, breweries, wineries, and distilleries.

Present allocation of those land uses throughout the 103-acre site results in nearly 1,100 residential units, approximately 750,000 square feet of commercial uses, public open spaces ranging from small hidden gem spaces to a 2.5-acre central plaza. Although the UMU zoning allows nearly unlimited combinations of land use configurations, a general tendency to cluster restaurant uses around the focal public spaces, and shielding but not isolating, single family homes from hectic activity was considered when drafting the land use layout plans. Sustainability of an urban area is dependent upon a significant mix of residential uses. The Port is mindful that as the project evolves and prospects arise, a blend of commercial and residential rooftops is critical for the success of the entire project.

An 800-seat privately-funded performing arts center and the necessary off-street parking are designed into the middle of the project. Situated directly across from the 2.5-acre central plaza and at the crossroads of the major north/south and east/west roads, this project, when developed, will serve as a main feature of Vista Field. Proximity to the Public Facilities District campus benefits both sites. The Grandridge Boulevard entrances are intended to focus attention onto the performing arts center, therefore building and site design that serve this purpose carry significant importance.

Residential Single Attached (small lots)	495	Units <sup>1</sup>
Residential Condo	250	Units <sup>2</sup>
Residential Apartments (low-rise)	350	Units <sup>2</sup>
Single Family Building (SF)	990,000	$SF^1$
Residential Condo Units	250,000	SF <sup>2</sup>
Residential Apartment (low-rise)	350,000	SF <sup>2</sup>
Dwelling Units	1,095	Units
TOTAL Multi-Family Building (SF)	600,000	SF
Commercial – Retail	155,000	SF
Commercial – Restaurant	75,000	SF <sup>3</sup>
Commercial – Grocery	60,000	SF
Commercial – Office	320,000	SF
Performing Arts Center	45,000	SF <sup>4</sup>
Neighborhood Civic	40,000	SF
Educational	45,000	SF
TOTAL Commercial/Institutional Building (SF)	740,000	SF
TOTAL Building (SF)	2,330,000	SF
Park/Open Space by Phase (SF)	273,000	SF

TOTAL

#### SUMMARY

LAND USE & BUILDING SIZE BY TYPE

1,095	Dwelling Units
600,000	sq. ft.
740,000	sq. ft.
1,340,000	sq. ft.
273,000	sq. ft. or 6.3 Acres
	600,000 740,000 1,340,000

#### Notes:

1 Average 2,000 sq. ft.

2 Average 1,000 sq. ft.

3 Average 3,000 sq. ft.

4 30,000 sq. ft. footprint plus mezzanine

#### **DESIGN CONTROLS**

Vista Field is a novel and varied new district that must have a special architectural character. A cohesive approach to architectural form, as a framework for fine-grained variations of expression, will best promote the appeal and value of the district for all stakeholders. As a result of extensive workshops, meetings, other community planning processes, including a charrette, an architectural character has emerged with the following compelling features:

- 1. Traditional and pedestrian-scaled architecture. Vista Field is not meant to have overwhelming statement buildings, large-scale institutional facades, or aggressively contemporary structures. Instead a premium is placed on exacting details, plantings and support structures, spatial enclosures, and simple but well-appointed volumes (trim, details, rafter tails, corbels, etc.).
- **2. Eclectic architecture.** At the same time, the district needs to have variety and even quirkiness. Structures that are made from surprising materials, offbeat forms, and creative mixtures of materials demonstrating subtle and small, neighborhood-scale varieties, are encouraged.
- **3. Climate-appropriate architecture.** The district strongly encourages light-colored masonry forms, shading structures, courtyards with verandas, and structures that integrate water features.
- **4. A sense of local context and history.** Forms that reflect the culture of the region and the history of the site are encouraged.

To accomplish the goal of a cohesive yet varied architecture, the Port has developed several guidance documents for all designers, contractors and property developers. Those documents include:

- **1. Pattern Language.** This document was produced during the November 2014 community charrette and includes a number of desired large-scale features of the Vista Field district.
- 2. Design Precedents Library. This document was developed by the Port following the public sessions, and includes examples of design practices that are both highly favored as well as strongly discouraged.
- **3.** Character Areas. This document outlines the differences of character within the Vista Field district, as the architecture transitions from primarily commercial to residential areas, from civic to private, and from more intensely urban, active areas to less active areas.

In addition, the City requires conformance with a Design Standards document for the area, functioning as a form-based code. This document governs how buildings address the street, how parking is handled (generally at the rear of buildings), where entrances are located, and other basic planning and layout considerations. The City has established the Urban Mixed Uses (UMU) zoning code for the district, specifying allowable uses and its requirements.

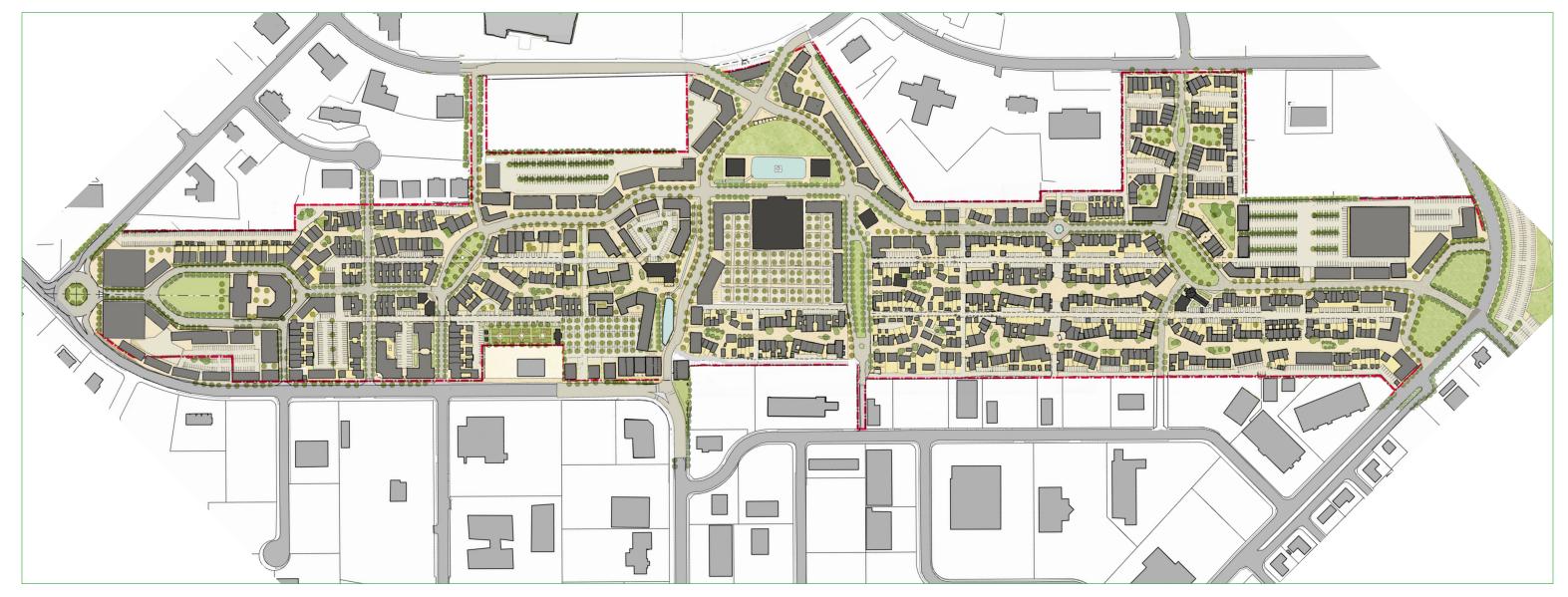
The Port has provided the Pattern Language, Design Precedents Library and Character Areas documents to help guide developers, designers and contractors to secure ready-approvals from the Port. All designs are subject to design review. The guides are intended to put everyone on the same page, and help the development process go smoothly for all parties.

The City will also review and approve all designs subject to the UMU zoning code and City-adopted Design Standards contained within the code. The Port can advise applicants on the requirements during the early planning stage, so the process is efficient for all concerned.



### ARTIST'S RENDERINGS OF PROPOSED VISTA FIELD REDEVELOPMENT

Vista Field Full-Site Redevelopment Plan



Vista Field Full-Site Redevelopment Plan



Vista Field Southwest View



Vista Field Core



Vista Field Northeast View

#### **TRANSPORTATION NETWORK**

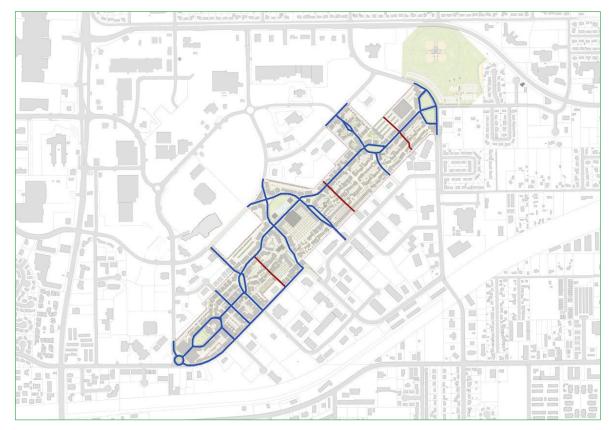
The road network within the Vista Field site includes public streets with differing levels of enhancement (A & B streets), private shared residential streets and private alleys. Design efforts intentionally slow vehicles allowing for safe bicycle travel on the roadways without the need for dedicated lanes. Slowly moving (20-to-25 miles per hour) traffic throughout the entire project with relatively short block spacing, results in a roadway that both bikes and vehicles can share and pedestrians can comfortably and safely cross. This slower moving design is also conducive to Ben Franklin Transit service as the acceleration and deceleration rates of transit buses have far less impact when all vehicles are moving at slow speeds.

None of the streets in Vista Field are intended to provide a quick bypass from east to west or north to south. However, the multiple connections to the existing City street network do provide transportation options to travelers within the Vista Field area. The internal street network was designed following applicable national standards resulting in three-way and four-way stop sign intersections, with the occasional incorporation of a traffic circle (which are traditionally smaller than the modern roundabout), or divided roadway section.

Vista Field should be thought of as a destination, with multiple low-speed network paths through the new community. In other words, the street system forms a permeable grid, with multiple ways in and out. Because it is a low-speed zone with a permeable grid, Vista Field is a suitable locale for some unusual street design features that might not be considered appropriate in other locales. Traffic-calming street elements such as pedestrian tables, islands, and other features all tend to slow vehicle movement. Irregular street geometries are designed for low-speed traffic where it is acceptable and even desirable to have non-standard deflections, curb radii, intersection spacing, and similar features.

The A and B streets differ little in any way from each other when solely focused on the improvements (curb, gutter, sidewalk, pavement, and lighting) within the right-of-way. These are two-lane, two-way streets with parallel parking spaces adjacent to each lane, and sidewalks ranging from 8-feet to 10-feet in width. Street trees and street lighting are spaced at tighter intervals than along arterial streets in other city developments. These A and B streets will be dedicated to the City as public rights-of-way, assuring the key element of the public realm remains public.

The reason for distinguishing A and B streets relates to the land uses and the intended purpose of these public realms. Building setbacks, façade and parking locations are purposely controlled along A streets to allow a pleasant streetscape from all perspectives (vehicle, transit, bicycle, and pedestrian). The use of B streets provides for the necessary interconnectivity of the transportation network without the unrealistic approach that all streets be lined with building facades from corner to corner. The image on the following page identifies the A and B streets within Vista Field (A streets are blue, B streets are red).



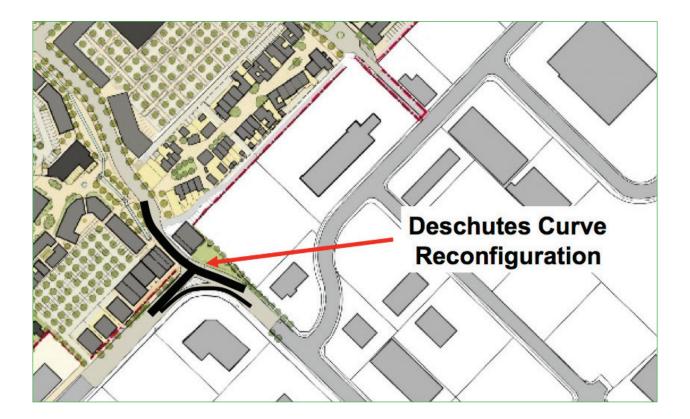
#### VISTA FIELD ROAD NETWORK

A streets are blue, B streets are red.

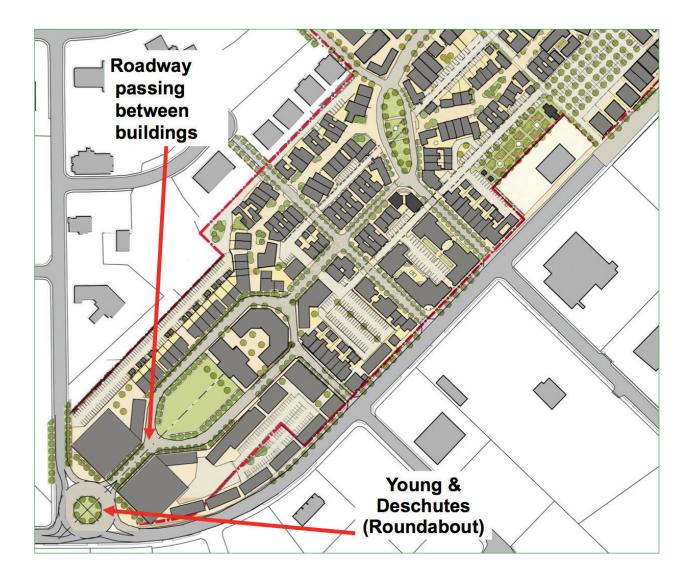
Notable connections to the abutting City streets include converting the 90-degree curve on Deschutes Avenue into a T intersection, installation of a large radius roundabout at the intersection of Deschutes Avenue and Young Street, establishing a four-way signalized intersection at Kellogg Street and Quinault Avenue, and connection to and reconfiguration of Grandridge Boulevard. Each proposed revision differs from the other, however, each has a specific purpose beyond simply allowing vehicle, bicycle, pedestrian and transit vehicle movement.

The remaining connections to the existing street network along Okanagan Avenue, Deschutes Avenue, Rio Grande Avenue, and the former Vista Field Airport office drive aisle from Grandridge Boulevard are still essential to the overall project, however the design of each connection is a typical street intersection.

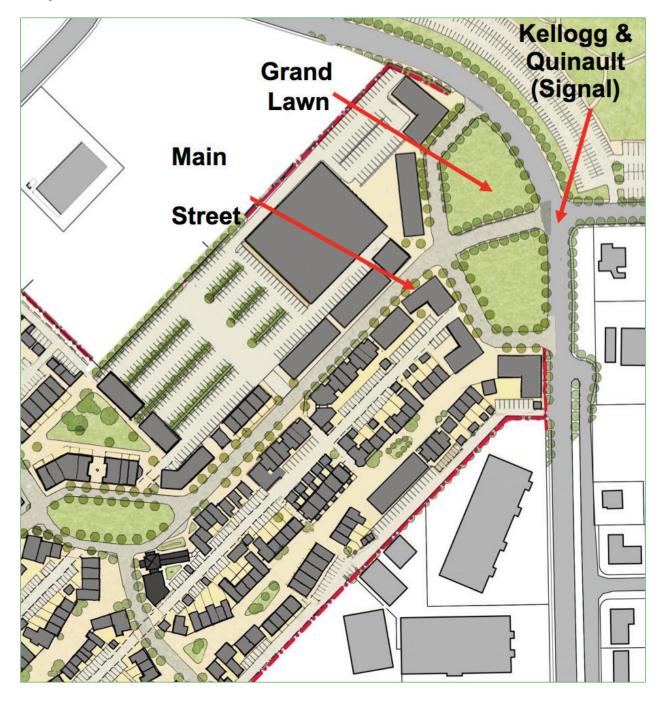
The proposed Deschutes Avenue T intersection design is both a cost-conscious design solution and a way to incorporate a sense of arrival into Vista Field. The new leg extending into Vista Field from the current curve will route vehicles and pedestrians between two existing aircraft hangar buildings, immediately giving a sense that something is different. This design serves to slow traffic transitioning from the standard 35-miles-per-hour street into Vista Field, and conversely provides a transition from the intentionally slower moving Vista Field street network back onto the traditional street system.



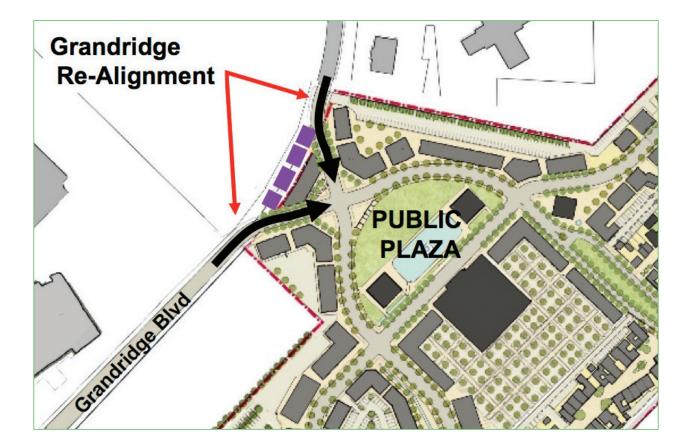
The large diameter roundabout at the Deschutes Avenue and Young Street intersection functions to move the existing and potential increased truck traffic, generated by existing industrial and warehouse uses, to the south of Vista Field while also providing a substantial gateway into the southwestern end of the project.



Signalization of the Kellogg Street and Quinault Avenue intersection allows connection to the existing transportation network, and provides another gateway site at the northeastern edge; all while enhancing safety of the entire area.



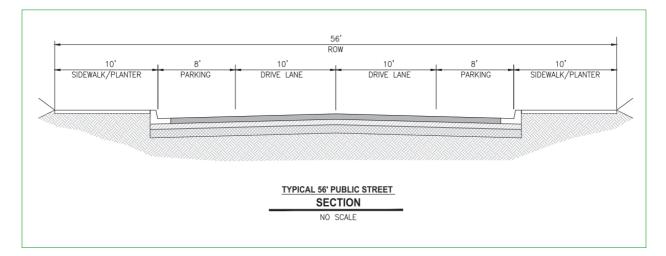
The connection to Grandridge Boulevard might appear simpler in nature than the three other site entrances, however this revision has the most intricate connection. Presently Grandridge Boulevard separates Vista Field from the City's Public Facilities District campus (Three Rivers Convention Center & Toyota Center) with a 30 mile per hour roadway. The new connection into Vista Field is more than just a driveway from Grandridge into the site. Grandridge Boulevard will be realigned and "pulled" into Vista Field, which is beneficial from a traffic movement standpoint and creates a linkage between the Public Facilities District and the urban district at Vista Field.



#### STREET DESIGN STANDARDS

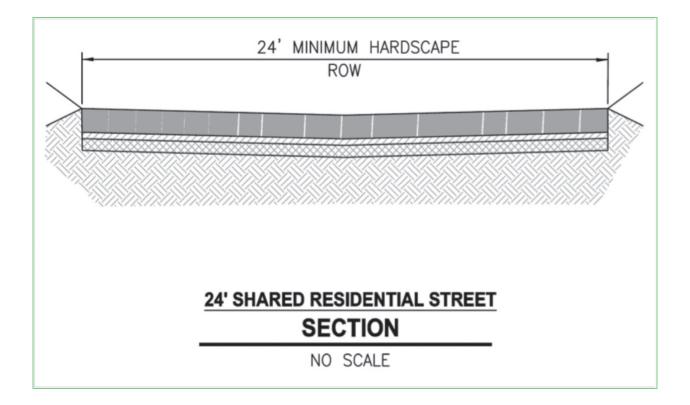
A and B streets consist of one, 10-foot travel lane in each direction; 8-foot parallel parking spaces adjacent each lane; and sidewalks ranging from 8-feet to 10-feet in width with street trees spaced at no more than 50-foot intervals. Basic intersection design elements such as 10-foot turning radii effectively slow traffic throughout the entire site.

Street lighting along the A and B streets is designed to provide adequate lighting for the roadway width and speed limits, yet differentiate Vista Field from other areas in the City. These light standards need not be elaborate (a quality which makes blending with abutting buildings less challenging). However, the scale must differ from the standard 35-foot cobra head pole typically used to light streets. Vista Field streetlights should be at heights between 16- to 20-feet and of such a design to further distinguish Vista Field as a special place.

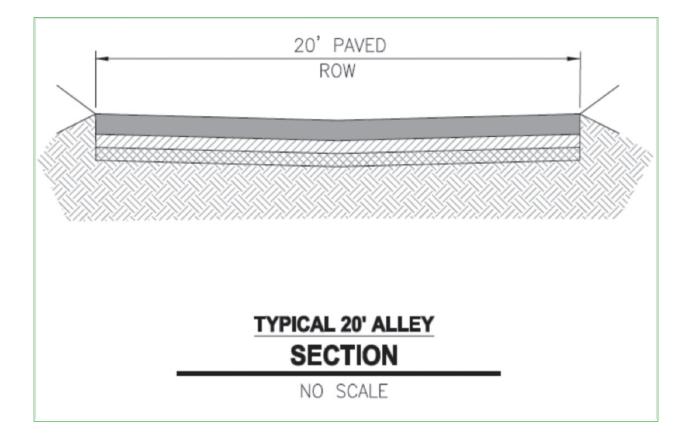


Shared residential streets are designed as informal meandering routes equally shared by all modes of transportation (vehicle, bicycle and pedestrian). The meandering design is best suited to the pedestrian, which forces vehicles to move very slowly through this atypical street. Although seemingly random in design, a minimum travel clearance of 20-feet is maintained to allow passage of emergency service vehicles.

The name, shared residential streets, was adopted for the Vista Field project and used predominately in residential areas in the master plan. However, a few enclaves of intermixed commercial and higher density residential uses are also served by this type of street. The surface treatment will include standard asphalt, concrete, pavers and stone, and lighting will be 6- to 10-feet in height. Additional lighting will be provided by the front lights on all structures abutting this type of street. Due to the varied nature of these shared residential streets they will be developed and maintained as private streets.



Alleyways are included within each block in the Vista Field Redevelopment Master Plan layout and serve a crucial, yet underappreciated role as both utility corridors and off-street parking lot access points. The alleys are essential to the overall layout; for without the alleys the prohibition of driveway access from the A streets would be impractical. The general design of the alley is a 20-foot-wide inverted asphalt section capturing all storm drainage thereby foregoing the need for curb and gutter improvements. Due to their unique nature, alleyways will be developed and maintained as private streets.



#### **EMERGENCY SERVICES**

The City Fire Department typically has access to wide streets with large radii intersections and spacious vehicle turn-around areas. However, the road network and design envisioned for Vista Field differs substantially from traditional street design, which necessitated discussion with the City Fire Department leaders to address needs related to emergency services and to ensure the new UMU zoning would not compromise public safety.

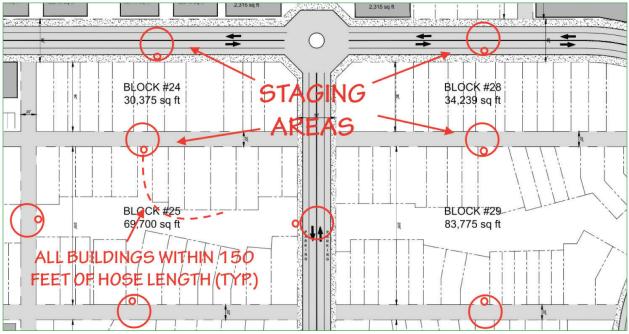
Upon detailed review of the street arrangement it was determined that the proposed network of interconnected roadways would actually aid emergency access by providing redundant travel paths. In fact, there will be no cul-de-sacs in Vista Field and block sizes are relatively small, especially when compared to the super-blocks surrounding the Vista Field district. The inclusion of alleyways throughout the site allow structure incidents to be attacked from multiple approaches. As a result, specific design requirements were incorporated to provide emergency responders with a much greater level of accessibility, even when lower speeds limits are applied to the local streets.

The key safety design considerations include:

- 1. All buildings shall be maximum 150-feet from a fire truck staging location as measured along streets, pedestrian passages, or other publicly accessible open space to the farthest corner of a building.
- 2. Fire truck staging areas shall be minimum 20-feet-wide in order to allow sufficient room for emergency workers to move around the fire truck with hoses and other emergency response equipment. Frequent intersections of streets, alleys, and shared streets allow for 20-foot-wide staging areas throughout the development.
- 3. The minimum 20-foot-wide staging areas can be the space between parked cars, buildings, landscaping, curbs, bollards, fences, or other immovable objects. They can also be at locations in which the emergency vehicle sets up in the middle of a two-way street or intersection for the duration of the emergency response.
- 4. Turning radii into side streets will meet local standards as measured from the driving lane of one street into the side street (not the actual radius of the street curb).
- 5. The rear access service alleys behind all private parcels, as well as fire truck accessible streets in the fronts, will provide full emergency response staging areas to all buildings within the maximum 150-foot distance.

#### SAFETY DESIGN FEATURES





# **PROJECT CONSIDERATIONS**

#### ECONOMIC

The March 2013 FEIS contained an economic analysis prepared by ECONorthwest that identified upon full build-out Vista Field represented nearly \$500 million (2013 dollars) of investment. Some of that investment would be non-taxable (roads and utilities), however more than \$400 million was identified as adding to the community's taxable value. The estimates contained within the FEIS are based upon slightly higher densities (1,100 residents now versus 1,400), yet the overall positive impact remains basically unchanged. And furthermore, Vista Field at full build-out would represent less than 1 percent of the housing stock within the Tri-Cities.

The basic economic question is not whether the Tri-Cities could absorb another 1,100 residential units or 750,000 square feet of commercial space during the next 20 years. The question revolves around demand for product (housing & commercial space) significantly differently than what is currently available in the market. There is a growing market demand for this kind of development, but very little that is available at present within the Tri-Cities.

Vista Field is purposely different and the economic analysis concluded an unmet demand exists for different housing, commercial, office, hospitality, and entertainment opportunities. The public planning process during the last three years has only confirmed the community's deep interest in this locally unprecedented development.

The New Urbanism development model provides significant economic advantages to both the municipal service providers as well as those investing with the project. The density included in Vista Field yields more taxable square footage, utility customers, and revenue generation per acre, than typical suburban sprawl projects. This also translates to stronger interest from the development community as more can be developed on the same acre than in a suburban oriented project.

Additional analysis of the revenue implications is included in the ECONorthwest report dated December 5, 2016, and contained in Appendix B.

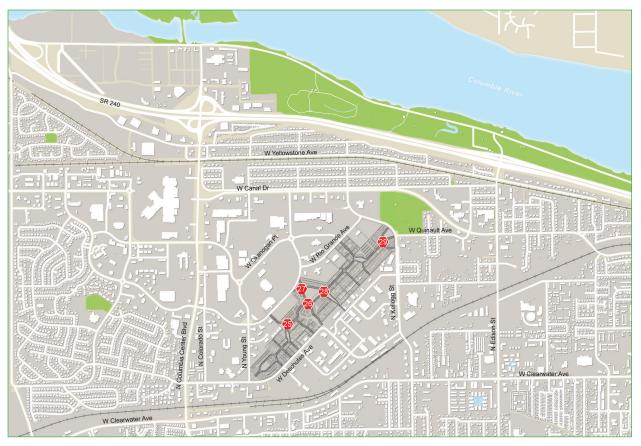
#### TRANSPORTATION IMPACT MITIGATION

Vista Field connections to the existing network at Grandridge Boulevard, Deschutes Avenue, Young Street and Kellogg Street, as well as the impacts to major off-site arterials such as Columbia Center Boulevard, Canal Drive, Clearwater Avenue, and State Route 240, were analyzed by Parametrix in close coordination with the City's Public Works Director and Traffic Engineer.

The Transportation System Impact Evaluation (TSIE) studied 22 offsite intersections in the surrounding area and two existing intersections abutting the site. The TSIE also identified likely impacts and developed mitigation solutions and approximate cost estimates, and allocated costs to the properties creating the identified impacts. Additionally, five internal intersections were analyzed to assure the proposed stop sign control at each of those intersections would be appropriate.



Transportation System Impact Evaluation Intersections Off-Site



Vinsignalized

Transportation System Impact Evaluation Intersections On-Site

The analysis covered the full buildout of the 103-acre site and factored into consideration that the Vista Field project differs substantially from other auto-dependent developments in the community. The multimodal focus of New Urbanism projects such as Vista Field means consideration for pedestrian, bicycle and transit movement was incorporated into the overall analysis. Terms such as pass by (34 percent), diverted link (26 percent) and internal capture (13 percent) were applied when considering the transportation impacts Vista Field might pose upon completion.

Simply stated it is acknowledged that both residents and visitors may arrive at Vista Field by a mode other than a personal vehicle; and once at Vista Field, they may walk or peddle between places. This consideration is based upon data collected nationwide and supported by sound transportation engineering. This Level of Service (LOS) focused analysis identified impacts attributed to the redevelopment, and for the TSIE purposes, Vista Field was considered as being the first-half development (Phase 1), followed by a full buildout (Phase 2) of the site.

Early in the process, the City's Public Works Director and Traffic Engineer specified, as an unwavering requirement: the need to identify, address, and mitigate for potential, future, intersection failures caused by Vista Field development, thus prompting a Transportation System Impact Evaluation (TSIE) Report. A Vista Field Transportation Mitigation summary table (included in Appendix B and on the following page) synthesized the resulting data (LOS, proposed solution, cost estimates, and the mitigation percentages) into one comprehensive document. And although cost estimates are included, the true mutually determined elements are those mitigation solutions (signal, roundabout, turn lane, etc.) and percentages attributed to the Vista Field project. In addition, City staff recognized that it would be inappropriate to implement triggered mitigation too far in advance of likely impacts. Therefore, triggers for improvement are based upon LOS thresholds and not tied to arbitrary calendar deadlines or building permit counts.

New intersections, which would not exist except for Vista Field, require the Vista Field development to bear all of the associated costs. Examples of these situations are the Deschutes Avenue 90-degree curve conversion into a T intersection, Grandridge Boulevard realignment, and Young Street and Deschutes Avenue connection to the existing Rio Grande Avenue and Okanagan Place intersection.

#### PHASE 1 TRANSPORTATION SYSTEM IMPACT EVALUATION

	20	35 Volun	nes	2035 Operations		ıs	Mitigation				AGREED MITIGA			
	No Build	Build	% Difference	No	Build	Ві	uild	Mitigation	2035 Oper	rations	Estimated Total Mitigation Cost (\$)	Port of Kennewick (%)	Port of Kennewick (\$)	Currently (2016) TIF Eligible
hase 1						1		· · · ·	<u> </u>					
6 Columbia Center Boulevard & Grandridge Boulevard	4102	4573	10.3%	С	31	D	41		D	36				
Eastbound	616	663	7.1%	D	52	D	55	-Add a WB left-turn lane	D	48				
Westbound	384	646	<b>40.6%</b>	E	64	E	78	-Signal modification	D	46	¢ = 10,000	40%	\$207,520	Vee
Northbound	1463	1545	5.3%	С	22	С	29		C	33	\$518,800	40%	\$207,520	Yes
Southbound	1639	1719	4.7%	С	22	C	33		C	31				
10 Colorado Street & Grandridge Boulevard	901	1365	34.0%											
Eastbound	325	527	38.3%	A	8	A	9	-Restrict north-south movements to right-in /right-	A	9				
Westbound	234	496	<b>52.8%</b>	A	8	A	8	out only but allow east-west left and right-turns by	A	8	\$32,500	55%	\$17,875	Ver
Northbound	216	216	0.0%	E	44	F	>300	placing curb along Grandridge	В	11	\$32,500	55%	\$17,075	Yes
Southbound	126	126	0.0%	С	15	E	38	-Striping/C-curb	В	13				
23 Edison Street & Canal Drive	4581	5015	8.7%	D	48	E	58		D	39				
Eastbound	1143	1328	<b>13.9%</b>	С	34	E	57	-Add a second eastbound left-turn lane	D	40				
Westbound	787	834	5.6%	С	25	D	36	-Add a southbound right-turn lane	C	34	\$864,800	25%	\$216,200	Ne
Northbound	920	981	6.2%	E	61	E	76	-Signal modification	D	45	\$664,600	25%	\$216,200	No
Southbound	1731	1872	7.5%	E	61	E	58		D	38				
ew Intersection - Deschutes & Hangar area					_									
Eastbound	Intersection v					ot includec		-New intersection with all-way stop control and						
Northbound	study area in			study are			erations	eastbound right-turn bypass lane.			\$325,000	100.0%	\$325,000	No
Southbound	were not dev	eloped.		results we	ere not ca	lculated.								
								Subtotal Costs - Tier 1 (TIF Eligible)			\$1,416,100		\$441,595	
DTES								Subtotal Costs - Tier 1 (Non-TIF Eligible)			\$325,000		\$325,000	
) Movements highlighted in yellow with text in red and bold exceed								Subtotal Costs - Tier 1 (Total)			\$1,741,100	1	\$766,595	

- #2) Mitigation cost share calculations used critical approach volume difference (cells highlighted in bold and orange) as the basis for all intersections except roundabouts, which used the overall intersection volume difference. Instances of increased Port share due to impacts identified only in the "Build" scenario and/or when LOS failure in No-Build" scenario involved simple, less expensive solution;
- #3) Port Request Intersection identified as NO in the Currently (2016) TIF Eligible column be Reclassified as TIF Eligible AND City agreed to consider this request during upcoming TIF update;
- #4) Tier 1 and Tier 2 project listed by intersection mitigation priority.

#### COST ASSUMPTIONS (All costs estimates in 2016 dollars)

- Right-of-Way acquisition costs are included and assumed at \$12/SF
- Design costs are included and assumed to be 15% of construction costs
- Construction costs & construction management (including survey) assumed to be 15% of construction cost
  - One Lane Roundabout Construction Cost \$500,000
    - New Signal Construction Cost \$300,000
    - Adding New Approach Lanes Cost \$250,000
    - Adding Multiple New Lanes Per Approach Cost \$200,000

<u>Notes</u>

Add WB Left Turn Signal Modification

Striping/C-Curb

EB LT SB RT Signal Modification

Intersection Retrofit

#### PHASE 2 TRANSPORTATION SYSTEM IMPACT EVALUATION

		2035 Volumes			2035 Operations Mitigation Estimated To					Estimated Total	AGREED MITIGATION FACTORS				
		No Build	Build	% Difference	N	<b>D</b> 11			Misigation	2025 0		Mitigation Cost	Port of Kennewick	Port of Kennewick	Currer (2016)
2		No Bulla	Bullu	Difference	No Build Build Mitigation 20		2035 Opera	ations	(\$)	(%)	(\$)	Eligit			
1	Columbia Center Boulevard & Quinault Avenue	5124	5669	9.6%	D	47	E	57			_				
	Eastbound	892	940	5.1%	E	74	E	74	-No mitigation proposed because the overall						
	Westbound	626	756	17.2%	D	46	E	58	intersection and each individual approach are forecas	+					
	Northbound	1693	1872	9.6%	D	40	D	49		L .		\$986,400	0%	\$0	Ye
	Southbound	1913	2101	8.9%	D	42	E	57	to meet City LOS thresholds.						
	Columbia Center Boulevard & Deschutes Avenue	4395	4840	9.2%	C	30	D	<b>40</b>		C	34				
	Eastbound	526	<b>4640</b> 564	6.7%	<u> </u>	34	D	40		C	30				
	Westbound	653	853	23.4%	E	69	F	<b>92</b>	-Add a second WB left-turn lane	E	60				
	Northbound	1568	1691	7.3%	C	21	С	20	-Add a WB right-turn lane	C	20	\$677,600	25%	\$169,400	Ye
	Southbound	1648	1732	4.8%	C	23	C C	30	-	C	33				
_					L	25	-			-					
1	Young Street & Deschutes Avenue	901	1349	<b>33.2%</b>		0	A	7		A	7				
	Eastbound	288	443	35.0%	A	8	A	1	-Install a roundabout	A	6				
	Westbound	376	386	2.6%	na	na	A	6	4	A	6	\$650,000	100%	\$650,000	N
	Southbound	237	310	23.5%	С	17	A	10	4	A	10	,			
	Southwestbound	0	210	100.0%	na	na	A	7		A	7				
3	Kellogg Street & Quinault Avenue	1479	1821	18.8%			В	13		A	10				
	Eastbound	0	273	100.0%	na	na	C	28	-Install a signal	В	11				
	Westbound	162	303	46.5%	F	87	C	27		A	10	\$390,000	75%	\$292,500	N
	Northbound	674	643	-4.8%	na	na	A	6		В	10	\$290,000	1570	\$292,500	IN
	Southbound	643	602	-6.8%	А	10	A	6		A	9				
)	Kellogg Street & Metaline Avenue	1240	1519	18.4%						A	7				
	Eastbound	41	41	0.0%	D	29	F	75	-Install a signal	В	12				
	Westbound	105	199	47.2%	D	26	F	80		A	10	<b>\$333</b>	750/	t000 500	
	Northbound	534	572	6.6%	А	9	A	9	1	A	6	\$390,000	75%	\$292,500	N
	Southbound	560	707	20.8%	A	9	A	10	1	A	6				
0	Kellogg Street & Deschutes Avenue	1684	2141	21.3%						С	27				
	Eastbound	410	529	22.5%	F	52	F	242	-Install a signal	D	48				
	Northbound	569	771	26.2%	В	10	В	12		В	12	\$585,000	75%	\$438,750	N
	Southbound	705	841	16.2%	na	na	na	na	1	С	28	+		4	
1	Kellogg Street & Clearwater Avenue	3678	4092	10.1%	с	33	D	44		С	33				
-	Eastbound	1048	1066	1.7%	B	18	C	29	-Add a second southbound left-turn lane	C C	29				
	Westbound	1233	1318	6.4%	С	32	D	37	-Signal modification	D	37				
	Northbound	348	404	13.9%	D	40	E	68	-signal modification	C	34	\$453,800	20%	\$90,760	Υe
	Southbound	1049	1304	19.6%	D	46	E	55		C	32				
4	Edison Street & Metaline Avenue	1806	2023	10.7%	-		-				52				
-	Eastbound	100	223	55.2%	D	26	F	114	-Add a refuge area for left-turns from Edison St.	С	25				
	Northbound	725	772	6.1%	B	11	B	12	-Add a refuge area for left-turns from Edison St.	В	12	\$26,000	55%	\$14,300	N
	Southbound	981	1028	4.6%	na	na	na	na		na	na	\$20,000	5570	\$14,500	
	Southbound	501	1020	4.070	Па	Πά	Tia	па		па	па	to 117 000		#0.00.4.00	
									Subtotal Costs - Tier 2 (TIF Eligible)			\$2,117,800		\$260,160	
ES									Subtotal Costs - Tier 2 (Non-TIF Eligible)			\$2,041,000		\$1,688,050	
Mo	wements highlighted in yellow with text in red and bold exceed City I	LOS threshol	ds;						Subtotal Costs - Tier 2 (Total)			\$4,158,800		\$1,948,210	
Mi	igation cost share calculations used critical approach volume differer	nce (cells hia	hlighted in	bold and ora	ange) as	the basis	s for all								•
	ersections except roundabouts, which used the overall intersection vo											<b></b>			
	pacts identified only in the "Build" scenario and/or when LOS failure ir								TOTAL PROJECT COSTS (TIF Eligibl	e)		\$3,533,900		\$701,755	
						-			TOTAL PROJECT COSTS (Non-TIF E			\$2,366,000		\$2,013,050	
	t Request Intersection identified as NO in the Currently (2016) TIF Elig	gible columr	n be Reclas	sified as TIF E	ligible A	AND City	agreed to	C	-	ingibie)				-	
	nsider this request during upcoming TIF update;								TOTAL PROJECT COSTS			\$5,899,900		\$2,714,805	
Tie	r 1 and Tier 2 project listed by intersection mitigation priority.													Port	1
															1
														Total Mitigation	
T AS	SUMPTIONS (All costs estimates in 2016 dollars)													· · · · · · · · · · · · · · · · · · ·	

- Right-of-Way acquisition costs are included and assumed at \$12/SF
- Design costs are included and assumed to be 15% of construction costs

Construction costs & construction management (including survey) assumed to be 15% of construction cost

- One Lane Roundabout Construction Cost \$500,000
- New Signal Construction Cost \$300,000
- Adding New Approach Lanes Cost \$250,000
- Adding Multiple New Lanes Per Approach Cost \$200,000

Mitigation			AGREED MITIG	Currently		
Mitigation	2035 Operat	Estimated Total Mitigation Cost cions (\$)	Port of Kennewick (%)	Port of Kennewick (\$)	(2016) TH Eligible	
-No mitigation proposed because the overall intersection and each individual approach are foreca to meet City LOS thresholds.	ast	\$986,400	0%	\$0	Yes	
	C S	34				
-Add a second WB left-turn lane		30				
-Add a WB right-turn lane		60 \$677,600	25%	\$169,400	Yes	
-		20 33		4.00,000		
		<b>7</b>				
-Install a roundabout		7				
		6	1000/			
]	A	\$650,000	100%	\$650,000	No	
		7				
		10				
-Install a signal		11				
		10 10 \$390,000	75%	\$292,500	No	
		9				
		7				
-Install a signal		12				
	A	10 \$200,000	750/	¢202.500	N	
		6 \$390,000	75%	\$292,500	No	
		6				
		27				
-Install a signal		48 12 \$585,000	750/	¢ 420.750	N	
		12 \$585,000 28	75%	\$438,750	No	
		33				
-Add a second southbound left-turn lane		29				
-Signal modification	D	37 ¢452.800	20%	¢00.760	Yes	
5		\$453,800	20%	\$90,760	res	
	C	32				
		25				
-Add a refuge area for left-turns from Edison St.		25 12 \$26.000	550/	¢14.200	Nia	
		12 \$26,000 na	55%	\$14,300	No	
Subtotal Costs - Tier 2 (TIF Eligible)		\$2,117,800		\$260,160		
Subtotal Costs - Tier 2 (Non-TIF Eligible)		\$2,041,000	1	\$1,688,050		
Subtotal Costs - Tier 2 (Total)			1			
		\$4,158,800	J	\$1,948,210		
	.1	#2 522 600	1	#704 7F-		
TOTAL PROJECT COSTS (TIF Eligit	-	\$3,533,900		\$701,755		
TOTAL PROJECT COSTS (Non-TIF	Eligible)	\$2,366,000	]	\$2,013,050		
TOTAL PROJECT COSTS	-	\$5,899,900		\$2,714,805		
		φ3,033,300	J	92,714,003 Port		
				Total Mitigation		
				Cost Estimate		

<u>Notes</u>

EB Through WB Left Turn Signal Mod

WB Left Turn WB Right Turn Signal Modification

Install roundabout

Install Signal

Install Signal

Install Signal Integrate with Rail

SB Left Turn Signal Modification

Striping Only

#### **PAVEMENT REUSE**

Originally conceived at the November 2014 charrette, the idea of reusing the pavement for streets, alleyways, and parking areas was investigated. Analysis prepared by the HDJ Design Group reviewed the pavement reuse concepts from both practical and feasibility perspectives. Runway and taxi lane base material, much of which was established rapidly in 1942/1943 for the U.S. Navy's purposes, does not comply with the current City criteria for public rights-of-way (design loads for commercial streets require supporting 100,000-plus pound emergency services vehicles, such as fire trucks).

However, the report recommends considering reuse of the pavement and base material when developing the new roads within Vista Field. Some of the materials used for taxi-lanes construction after 1970 may be suitable with crack sealing and overlays for utilizations in parking lots. Some of these taxi lanes could also potentially meet the criteria for retention in alleyways, however, the overall Vista Field design involves substantial excavation of the alley alignments for placement of utilities and storm drainage.

The existing 38-acres of asphalt surface cannot simply be reused in place with a simple crack and seal coat. But these existing pavement improvements are still an asset to the Vista Field redevelopment. Any material that is ground or pulverized, and reused on-site, is environmentally responsible and reduces costs by avoiding the import of new material; and reuse of the general alignment reduces costs associated with grubbing and grading raw land.

The map below highlights existing pavement alignments retained in the Vista Field redevelopment plan.



Vista Field Redevelopment Reuse of Runway & Taxi-Lane Alignments

#### HOUSING AFFORDABILITY

The Vista Field project involves approximately 1,100 residential units including rental apartments, condos with ownership options, and attached single family housing. The focus on placemaking adds value to the area when appropriately applied. As the vibrancy at Vista Field builds into a desirable urban center, the demand to live in the neighborhood and a corresponding escalation in values is anticipated. Inherent price variations would exist due to unit sizing; therefore, some range of options will exist. However, most urban areas have seen the values of desirable places escalate based upon place, not square footage of the unit, which can leave many out of the market.

Assuring all income spectrums have a place in Vista Field could mean less than maximum value is extracted from each square foot of residential construction. Market demands solely driving the type and size of each unit likely would result in sale and lease rates at the upper end of the current housing market range, well beyond the median household price point.

The mixed use nature of the New Urbanism model at Vista Field will integrate different unit types, sizes, and values, block by block and within each building. A separate silos mentality where all one of type of housing/price point is in Building A and another type/price point is in Building B is not what is being discussed and is contrary to the entire concept of mixing uses.

The Port Commission formally decided in its Resolution 2015-22 that steps should be taken to assure that housing within Vista Field is affordable to all within the community. Engineering a solution before housing disparity becomes a problem involves applying lessons learned from other urban communities. The solutions to this likely future problem have yet to be established, however this concern is identified and would be addressed as Vista Field blossoms.

#### **CULTURAL & HISTORIC PRESERVATION**

Cultural and historical preservation considerations at the site were addressed in the 2012/2013 FEIS process. The conclusion drawn at that time was further review and study was warranted before construction began. Therefore, in summer 2016, SWCA Environmental Consultants (SWCA), working in conjunctions with the Confederated Tribes of the Umatilla Indian Reservation (CTUIR), was tasked with completing a Cultural Resources Assessment of the Vista Field project area encompassing the entire 103-acre site. This effort involved identification and evaluation of significant archaeological, built environment, landscape, and traditional use resources. The assessment stated if any significant resources are found, the Port of Kennewick will assess potential project impacts, and offer recommendations for management or mitigation.

Background research initially included a review of recorded archaeological and built-environment resources in the project vicinity held by the Washington Department of Archaeology and Historic Preservation, as well as previous geotechnical studies conducted in the area. The CTUIR and the Yakama Nation were contacted to determine if they had concerns about cultural resources in or near the project area. The project historian also initiated a review of federal records on Vista Field held at the National Archives and Records Administration in Seattle; and visited various other repositories around the region, (including the University of Washington Libraries, Washington State Archives in Bellevue, Olympia, and Ellensburg, East Benton County Historical Society, Washington State University Tri-Cities, Benton County Assessor, and Mid-Columbia Libraries), to locate additional primary materials, photographs, maps, newspapers, and other materials related to the early ownership, land use, and historic development of the project vicinity.

SWCA partnered with the CTUIR Cultural Resources Protection Program to conduct an archaeological survey. The archaeological team conducted a pedestrian survey and excavation of 47 shovel probes between October 4 and October 6, 2016. Project staff recorded detailed notes on standard field forms of shovel probe content and sediments encountered. The probes contained very little cultural material, with all identified material occurring near the surface or within very disturbed soils.

No significant prehistoric or historic cultural remains were found. Elements of the airport that were less than 50 years old were also noted across the project area, including utility boxes, lighting fixtures, concrete footings, aircraft tie downs, and asphalt paving, but no evaluation was necessary.

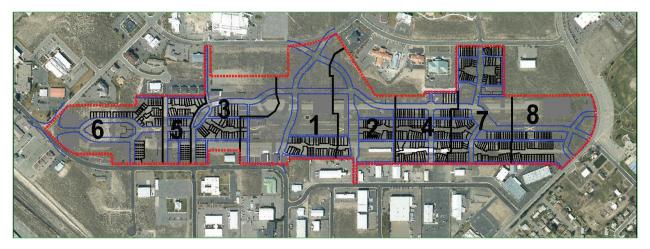
The SWCA architectural historian also visited the site to further assess historic buildings, structures, and features in the project area. The recorded structures included T-hangars (A and B), corporate hangars (A and B and C) as well as the remaining pieces of steel matting at the site (aircraft carrier practice flight deck). The steel matting is likely a rare example of a prototype matting field tested at a naval training facility. The matting was meant to be a portable feature at the site and has consequently been moved. Therefore, retaining elements of this resource in the current locations is not a concern. Also recorded, were portions of decommissioned Runway 2/20, which was originally built during World War II and was not included in the previous archaeological site form for Vista Field. None of the hangars were significant based on National Register of Historic Places criteria and the historian recommended them not eligible.

# **IMPLEMENTATION STRATEGIES**

#### PHASING

Economic analysis of this project indicated full build-out of the site would occur over a 20-year period. Phasing of the project is necessary from both a capital availability and market demand perspective. And phasing is just as important from a vibrancy standpoint. Developing compact phases allows concentrating activities to a central area upon which the urban feel can be established. Opening up a large segment of the site could result in individual developments occurring sporadically throughout Vista Field without yielding an initial, interconnected urban feel.

The 103-acre site is envisioned as eight phases, with Phase 1 identified as being the core of the site. Rather than work towards the best piece over time, it was determined that building an urban place in a presently vacant area required selecting and investing in the segment that provides the best opportunity for vibrancy from the onset. The simple principle being that each and every subsequent development adds vibrancy to the neighborhood and builds momentum for the next development.



Vista Field Redevelopment Proposed Phasing

Starting Phase 1 in the middle of the property has many benefits. Essential cross-runway roadway and utility connections can be established from the onset, which will forever alter the feel of the entire Vista Field area. No longer will the runway and fencing be a mile-long barrier, which existed for 30 years before Columbia Center Mall was constructed in the early 1970s. Necessary utility connections, which establish redundant loops in the water system and secondary electrical service routes, are also a benefit of starting at the center of the site.

Phase 1 contains sites for public and quasi-public improvements identified as crucial in establishing an urban core. Sites for the eventual central plaza and gathering place, comprising approximately 2.5 acres, as well as areas for an urban water course, tying the remodeled aircraft hangars to the central plaza, are included in this phase. Additionally, the site for the privately-funded, 800-seat performing arts center (Vista Arts Center) proposed by the Arts Center Task Force is included in the Phase 1 development.

Proximity to desirable surrounding land uses is yet another benefit to starting in the core of the site. The daytime population of the nearly 600,000 square feet of industrial and warehouse uses directly to the southeast of the site, provides significant daytime populations in the immediate vicinity; affording great prospects for restaurants. Directly to the northwest, the Public Facilities District, when active, involves hundreds and at times thousands of people adjacent to Vista Field—creating options for those seeking experiences before, during and after events scheduled at the Three Rivers Convention Center/Toyota Center.

Another benefit of starting in the middle, is the flexibility to add subsequent phases building upon that established core. The phase map (see map on previous page), identifies logical expansion units, each building upon connections to Phase 1 and that existing street network. Although numbered from Phase 1 to Phase 8, the approximate boundaries should receive more consideration than the number assigned. Other than leapfrogging over vacant ground to start another phase, the development will progress from the center to the edges. However, the sequencing may be shifted to accommodate market demand. Surely lessons will be learned from each phase and then applied as the project evolves.

Due to the mixed-use nature of the underlying UMU zoning, each phase contains the potential for all types of uses. Segments of the site abutting existing, higher traveled roadways (southwest and northeast segment) are better positioned to accommodate commercial uses servicing both the Vista Field site and overall area. Other phases, with less prominent exposure, are oriented towards residential developments in varying densities. While some phases seemingly appear best suited and/or predetermined to become condo or apartment areas, it is important to remember an intermixing of uses is fundamental to the success of this urban project.

The land use table on the following page was generated based upon the overall site development scenario that was previously established being applied to the master site plan. The square footage and residential unit counts should be considered estimates, not absolutes.

#### LAND USE & BUILDING SIZE BY TYPE & PHASE

	Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Phase 6	Phase 7	Phase 8	TOTAL
Residential Single Attached (small lots)	45	60	55	105	40	50	85	55	495 Units 1
Residential Condo	50	20	10	15	25	50	50	30	250 Units 2
Residential Apartments (low-rise)	75	40	50	0	0	85	50	50	350 Units 2
Single Family Building	90,000	120,000	110,000	210,000	80,000	100,000	170,000	110,000	990,000 SF 1
Residential Condo Units	50,000	20,000	10,000	15,000	25,000	50,000	50,000	30,000	250,000 SF 2
Residential Apartment (low-rise)	75,000	40,000	50,000	0	0	85,000	50,000	50,000	350,000 SF 2
Dwelling Units	170	120	115	120	65	185	185	135	1,095 Units
TOTAL Multi-Family Building (SF)	125,000	60,000	60,000	15,000	25,000	135,000	100,000	80,000	600,000 SF
Commercial – Retail	35,000	15,000	10,000	0	5,000	40,000	10,000	40,000	155,000 SF
Commercial – Restaurant	20,000	15,000	10,000	0	0	15,000	5,000	10,000	75,000 SF 3
Commercial – Grocery	5,000	0	0	0	0	35,000	0	20,000	60,000 SF
Commercial – Office	100,000	75,000	20,000	5,000	5,000	65,000	30,000	20,000	320,000 SF
Performing Arts Center	45,000	0	0	0	0	0	0	0	45,000 SF 4
Neighborhood Civic	10,000	5,000	5,000	5,000	0	5,000	5,000	5,000	40,000 SF
Educational	25,000	0	0	0	0	20,000	0	0	45,000 SF
TOTAL Commercial/Institutional Building (SF)	240,000	110,000	45,000	10,000	10,000	180,000	50,000	95,000	740,000 SF
TOTAL Building (SF)	455,000	290,000	215,000	235,000	115,000	415,000	320,000	285,000	2,330,000 SF
Park/Open Space by Phase (SF)	100,000	30,000	41,000	3,000	1,000	24,000	22,000	52,000	273,000 SF

SUMMARY

**Total Residential Units Total Multi-Family Buildings** Total Commercial/Institutional (SF) Total Mixed Use Buildings Total Park

1,095 Dwelling Units of which 600,000 sq.ft. 740,000 sq.ft. 1,340,000 sq.ft. 273,000 sq.ft. or

495 are Single Family Dwelling Units 600 Multi-Family Dwelling Units

6.3 Acres (does not include other open space plazas, community gardens, etc.)

#### Notes:

1 Average 2,000 sq. ft.

2 Average 1,000 sq. ft.

3 Average 3,000 sq. ft.4 30,000 sq. ft. footprint plus mezzanine

#### FINANCING

The Port had considered simply obtaining necessary land use approvals and marketing the entire site to one master developer. However, after receiving recommendations from the VVTF, which were echoed by the public, the Port Commission concurred with the recommendation to proceed in the role of master developer. This decision required the Port to strategically sequence not only anticipated capital expenses associated with Vista Field redevelopment but also the impact of Port funded projects throughout the district. The Port positioned Vista Field as the number one priority when establishing districtwide planning and capital expenses for 2017 through 2026.

Phase 1 infrastructure, site amenities, and aircraft hangar remodel costs, are estimated at \$5 million. The Port is quite strong from a financial perspective with no existing debt and adequate reserves. However, the magnitude of the Vista Field improvements exceed the annual capital capabilities of the Port. The Port Commission had approached capital projects during the last decade with a pay-as-you-go approach, funding improvements only when financial resources became available, and the Port remains committed to that objective.

The Port concluded that initiating the Vista Field project required consideration of financing options. As a result, the Port is taking steps to secure the initial \$5 to \$7 million in estimated funding necessary to start the project. Beyond this initial financial investment, future Port-funded improvements at Vista Field will be dependent upon revenues obtained from the lease and/or sale of parcels improved in Phase 1.

Although this might seem to limit further expansion of the project, it truly functions to assure additional land is not brought online until warranted. This financial approach coincides with the phasing rationale of focusing development into a compact core and only expanding the project when development activity surpasses the availability of existing improved parcels.

Formation of a Business Improvement District or similar mechanism is another crucial component of the overall financing plan. Once completed, some improvements will be dedicated to the City (A & B streets) for perpetual maintenance, while other elements (water features, central plaza, custom lighting, and shared residential streets) would become the shared responsibility of all owners within the Vista Field area. Creating vibrancy in urban areas extends beyond the design of the streets and buildings, it also requires programming of the public spaces (live music, street festivals, art shows, family-oriented activities, etc.), and cooperative marketing is often necessary. This financing structure, separate from the Port, will be established in conjunction with developing Phase 1.

# CONCLUSION

This Vista Field Redevelopment Master Plan honors the community's vision for an urban place, and provides a framework for transformation of the former airfield land into a walkable, bikeable, transitoriented town center with city-center-lifestyle amenities.

The concepts and details included in the master plan are the result of the community's substantial and valuable feedback, and a close collaboration between the citizens, Port, City of Kennewick, and Duany Plater-Zyberk & Company.

We are grateful for City staff's support and involvement in the planning process, and for their championing this unique development opportunity. City leadership and their staff worked cooperatively to evaluate potential impacts of the redevelopment vision; and then worked proactively to help create a viable plan long-term. Unquestionably, the master plan documents are stronger and more sustainable as a result of City involvement.

During the evaluation process, the Vista Field redevelopment concepts and assumptions were tested, and the Master Plan's sustainability validated. Consequently, it was ultimately determined that transforming the 103-acre Vista Field site will provide opportunities for positive returns to taxpayers and economic benefits to the region.

Appendix Documents Available Online at PortofKennewick.org/About/Vista-Field

# **APPENDIX A (Graphic-Based Resources)**

- I. Vista Field Charrette Report (February 6, 2015), 110 pages
- II. Vista Field Project Pattern Language (February 9, 2015), 120 pages
- III. Design Precedents Library (September 16, 2016), 40 pages
- IV. Architectural Character Areas (September 16, 2016), 5 pages

## **APPENDIX B (Technical-Based Resources)**

- I. Vista Field Transportation System Impact Evaluation Volume I (May 2016), 320 pages
- II. Vista Field Transportation System Impact Evaluation Volume II (May 2016), 66 pages
- III. Vista Field Cultural Resource Assessment (April 13, 2017), 75 pages
- IV. Vista Field Vision Scenario Impact Analysis (December 5, 2016), 10 pages
- V. Vista Field Master Plan Duany Plater-Zyberk & Company White Papers, 58 pages
- VI. Vista Vision Task Force Meeting Information (August 2014-May 2015), 125 pages
- VII. Vista Field Master Plan Comments Citizen Comments, 62 pages
- VIII. Vista Field Master Plan Comments Student Comments, 24 pages
- IX. Vista Field Pavement Reuse Analysis (June 11, 2015), 60 pages
- X. Vista Field Final Environmental Impact Statement Volumes I & II (March 8, 2013), 928 pages

### PORT OF KENNEWICK Resolution No. 2017-18

### A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE PORT OF KENNEWICK APPROVING A DEVELOPMENT AGREEMENT FOR THE REDEVELOPMENT OF THE VISTA FIELD PROPERTY

**WHEREAS**, the former Vista Field Airport property in the City of Kennewick provides an economic development opportunity for the Port of Kennewick and the City of Kennewick; and

**WHEREAS,** the Vista Field Redevelopment Master Plan contains significant deviations from current City of Kennewick regulations and practices; and

**WHEREAS,** providing certainty to the City, Port, citizens and development community will benefit all; and

WHEREAS, the City may authorize these deviations through the execution of a Development Agreement; and

**WHEREAS,** the Port has worked closely with the City to establish a fair and equitable agreement allowing the redevelopment of Vista Field as initially envisioned during the November 2014 Charrette process; and

**NOW THEREFORE, BE IT RESOLVED** that the Port of Kennewick Board of Commissioners hereby approves the Vista Field Development Agreement (Exhibit 1).

**ADOPTED** by the Board of Commissioners of Port of Kennewick on the 24th day of October, 2017.

### PORT of KENNEWICK BOARD of COMMISSIONERS

By: \_\_\_\_\_

SKIP NOVAKOVICH, President

THOMAS MOAK, Vice President

By:

By:

DON BARNES, Secretary

Vista Field Development Agreement Revised Draft, October 20, 2017

AFTER RECORDING RETURN TO: City of Kennewick 210 W. 6<sup>th</sup> Avenue Kennewick WA 99336 Attn: City Clerk

## **CITY OF KENNEWICK AND PORT OF KENNEWICK**

## VISTA FIELD DEVELOPMENT AGREEMENT

#### Abbreviated Legal Description:

Parcel 1: REAL PROPERTY LOCATED IN SECTION 32, TOWNSHIP 9 NORTH, RANGE 29 EAST, WILLAMETTE MERIDIAN;
Parcel 2: LOT 2, SHORT PLAT NO. 1333, in VOL. 1 OF SHORT PLATS, PAGE 1333;
Parcel 3: LOT 3, SHORT PLAT 3336, in VOLUME 1 OF SHORT PLATS, PAGE 3336;
Parcel 4: LOT 2, SHORT PLAT 3336, in VOLUME 1 OF SHORT PLATS, PAGE 3336;
Parcel 5: A PORTION OF PARCEL 3 OF RECORD SURVEY NO. 1-521;
Parcel 6: TRACT B OF RECORD SURVEY No. 2339; AND
Parcel 7: A PORTION OF PARCEL 7 OF RECORD SURVEY 1-522;
RECORDS OF BENTON COUNTY WASHINGTON; ALL LOCATED WITHIN THE CITY OF KENNEWICK, BENTON COUNTY, WASHINGTON.

### **Tax Parcel Identification Numbers:**

Benton County Assessor's Tax Parcels: 1-3299-100-0003-013

1-3299-101-1333-002 1-3299-101-3336-003 1-3299-101-3336-002 1-3299-100-0003-014 1-3299-300-0009-002 1-3299-300-0005-004

### FULL LEGAL DESCRIPTION ATTACHED AT EXHIBIT A

# TABLE OF CONTENTS

#### <u>Page</u>

1.	DEVELO	DPMENT AGREEMENT	1								
2.	VISTA F	IELD PROPERTY	1								
3.	RECITALS AND FINDINGS										
4.	VISTA F	IELD MASTER PLAN AND ZONING	1								
	4.1	Approval of Vista Field Master Plan and Map	1								
	4.2	Urban Mixed Use Zoning Ordinance	1								
5.	TRANSI	PORTATION	2								
	5.1	Vista Field Roadway Design Criteria Element	2								
	5.2	Transportation System Impacts and Mitigation	2								
6.	UTILITI	ES	3								
	6.1	Stormwater System Improvements	3								
	6.2	Sewer System Improvements	3								
	6.3	Water System Improvements	3								
7.	CITY OF	KENNEWICK DESIGN STANDARDS AND PARK IMPACT FEES.	4								
8.	VESTIN	G	5								
	8.1	Effect of Development Agreement on Subsequent Development Regulations	5								
	8.2	Vested Rights	5								
	8.3	Exception to Vesting/Serious Threat to Public Health	5								
9.	AGREEI	MENT TERM AND EFFECTIVE DATE	5								
10.	MINOR	PLAN MODIFICATIONS	5								
11.	GENER	AL PROVISIONS	5								
	11.1	Default	5								
	11.2	Extension of Time for Performance	6								
	11.3	Governing Law, Remedies and Venue	6								
	11.4	Dispute Resolution	6								
	11.5	Construction	7								
	11.6	Complete Agreement and Conflicts	7								
	11.7	Waiver and Severability	7								
	11.8	Binding Effect	7								
	11.9	Cooperation	7								
	11.10	Transfer or Assignment	7								
	11.11	Effect of Development Agreement on City Rates and Fees	8								

11.12	No Public Official Liability	. 8
11.13	Notices	. 8
11.14	Warranty of Authority	. 8

#### **EXHIBITS TO THIS AGREEMENT**

- Exhibit A: Vista Field Property Legal Description
- Exhibit B: Vista Field Property Parcel Map
- Exhibit C: Vista Field Master Plan 2017
- Exhibit D: Vista Field Master Plan Layout
- Exhibit E: Vista Field Roadway Design Criteria Elements
- Exhibit F: Vista Field Redevelopment Project Transportation System Impact Evaluation (Part)
- Exhibit G: Fire Lane Access Intersection Triangle Example

# City of Kennewick and Port of Kennewick VISTA FIELD DEVELOPMENT AGREEMENT

1. **DEVELOPMENT AGREEMENT**. **THIS VISTA FIELD DEVELOPMENT AGREEMENT ("Agreement")** is entered between the City of Kennewick, Washington, a Washington municipal corporation ("City") and the Port of Kennewick, a Washington municipal corporation ("Port"). The City and Port are each a "Party," and collectively the "Parties" to this Agreement. The Parties agree as follows.

**2. VISTA FIELD PROPERTY**. This Agreement applies to the Vista Field Redevelopment Area (the, "Property"). The Property is described in attached Exhibit A. A parcel map of the Property is attached as Exhibit B. All Exhibits to this Agreement are attached hereto and incorporated herein by this reference.

# 3. RECITALS AND FINDINGS.

3.1 The Port has approved a Master Plan to guide the redevelopment of Vista Field.

3.2 The City and the community has participated in development of Vista Field Master Plan including key elements related to land use planning, development standards, infrastructure and other improvements.

3.3 The Port and the City are authorized by law, including Chapter 36.70B RCW, to enter into a development agreement setting forth the development standards and other provisions to apply to development of the Property, all as set forth in this Agreement.

3.4 The Port enters this Agreement to provide certainty for the development community in the planning and redevelopment of the Property, including the funding and consideration received for meeting the development standards incident to the Vista Field Master Plan which are in excess of those necessary to facilitate Vista Field redevelopment alone.

3.5 The City and Port determine that this Agreement is appropriate to establish planning principles, development standards, and procedures in order to eliminate uncertainty in the redevelopment of Vista Field and to guide the orderly development of the Property, including the funding of improvements identified herein.

3.6 The City and Port each conducted public hearings in advance of approval of this Agreement as required by RCW 36.70B.200. And the City Council by ordinance and Port Commission by resolution each approved the Agreement and the associated Preliminary Plat.

# 4. VISTA FIELD MASTER PLAN AND ZONING.

4.1 <u>Approval of Vista Field Master Plan and Map</u>. The Vista Field Master Plan at Exhibit C and Vista Field Redevelopment Master Plan-Layout at Exhibit D are hereby adopted and approved and shall remain in effect and applicable to the Property during the Agreement Term.

4.2 **Urban Mixed Use Zoning Ordinance**. Kennewick Municipal Code 18.80, 18.12.010A.1, 18.12.010A.2, 18.12.010B.1, 18.12.010B.2, 18.12.030, 18.12.040, 18.12.250, 18.12.270, 18.12.280, 18.24.030, and

18.36.067 are incorporated by this reference and shall remain applicable to the Property during the Agreement Term.

## 5. TRANSPORTATION.

5.1 <u>Vista Field Roadway Design Criteria Element</u>. Exhibit E identifying the street plan and profile for roadways in Vista Field is hereby adopted and approved and shall remain applicable to the Property during the Agreement Term.

5.2 <u>Transportation System Impacts and Mitigation</u>. The Vista Field Redevelopment Project Transportation System Impact Evaluation (part) is attached as Exhibit F and incorporated herein by reference. The cost allocation table contained within Exhibit F outlining percentage impacts from Vista Field Development shall be applicable during the term of this agreement. Timing of improvements discussed herein shall be determined by those intersections which are close to exceeding the Level of Service (LOS) thresholds identified in Exhibit F. The following responsibilities and actions are deemed both necessary and appropriate to assure proper function of the transportation network within the Vista Field vicinity.

5.2.1 The City of Kennewick shall perform/collect bi-annual vehicle counts and other data at the locations identified in Exhibit F to determine intersection operation-levels of service to identify timing for transportation system improvements set out in Exhibit F for identified LOS.

5.2.2 The City currently has one, citywide Traffic Impact Fee (TIF) zone. The City is in the process of updating its Citywide Transportation System Plan. The Parties anticipate that upon conclusion of the study in 2018, the City will adopt additional TIF zones to include a zone which encompasses the Vista Field Property. The Parties also anticipate that several of the intersections identified in Exhibit F, will also be identified on a future City of Kennewick TIF eligible project list for that zone. As a result all TIF collected from development of the Vista Field Property will be applied to TIF eligible projects which mitigate the traffic impact of the Vista Field redevelopment. The Port and their successors and assigns agree to pay the TIF that is determined at the point in time a complete application for a development permit is filed with the City. The Port waives the requirement under RCW 82.02.080 that unexpended TIF paid for Property development is returned to the party paying the TIF, provided the funds are held by City for transportation improvements identified in Exhibit F.

5.2.3 The City may review and consider additional intersections within the TIF zone that includes the Vista Field Property as TIF eligible, that are not already identified in Exhibit F if consistent with standard engineering practices. However, TIF collected from development of the Vista Field Property shall be first applied to improvements identified in Exhibit F and then to subsequently identified TIF eligible projects within the Vista Field TIF zone.

5.2.4 The City will be responsible for the design and implementation of all offsite intersection improvements identified in Exhibit F. The City will notify the Port upon determination that an intersection is close to exceeding the LOS standards, and upon initiation of design work provide the Port with the Engineers' Cost Estimate prior to advertising the project for bid. The Parties acknowledge that assuming a given intersection listed in Exhibit F is on the City's TIF eligible project list for that zone, any TIF collected from the Vista Field Development will be utilized to offset the Port's proportionate share of the project costs as shown in the allocation table of Exhibit F. All TIF collected outside of the Vista Field Property but within that zone may be utilized to offset the City's proportionate share of the project costs. The remaining balance will be split between the Port and the City based upon the

allocation table found in Exhibit F. The Port agrees to pay to the City a 3% construction management fee to manage each capital project. The Parties agree the 3% will be calculated against the successful bid for each project. Upon City acceptance of project at substantial completion and written notification by the City to the Port, the Port shall reimburse the City for the Port's percentage (identified in Exhibit F) of the total project costs plus the administrative fee within forty-five (45) days.

5.2.5 The Port shall plan, design and implement all onsite transportation system improvements that are the Port's sole responsibility as shown in Exhibit F ("100%" in column 14), and such other transportation improvement's as may be required for which the City does not have responsibility to participate in funding under this Agreement.

5.2.6 The Port will be responsible for the design and implementation for all four (4) major entrances to Vista Field noted in the Vista Field Master Plan, to wit: (1) the North East entrance at Kellogg Street and Quinault Avenue; (2) the South West entrance at Deschutes Avenue and Young Street; (3) the Southern entrance at Deschutes Avenue; and (4) the Norther entrance at Grandridge Boulevard.

# 6. UTILITIES

6.1 **Stormwater System Improvements**. The storm water drainage systems shall be designed to locate all infiltration elements outside of roadway sections. Drywells and infiltration systems shall be located behind curb and gutter lines.

6.2 <u>Sewer System Improvements</u>. The City analyzed the existing City sewer system and determined the system within the vicinity of the Vista Field development is adequate to accommodate buildout of Vista Field as identified in the Master Plan.

6.3 <u>Water System Improvements</u>. The City analyzed the existing City water system and determined the system within the vicinity of the Vista Field development requires improvements to accommodate fire flows to support build out of Vista Field as identified in the Master Plan. The Parties agree that installation of the following improvements is necessary in conjunction with the first phase of development of the property. The Parties acknowledge that although listed separately, the water system improvements noted below may be constructed as a single project.

6.3.1 The City shall plan, design and implement the improvements identified in Agreement Section 6.3.2. The Port shall reimburse the City for 20% of the total project costs for each improvement. The estimated cost for the improvements is \$850,000 to \$1,000,000 (2017 planning-level cost estimates). However, the Port is obligated to reimburse the City for 20% of the actual costs of each improvement, but such Port reimbursement to City shall not exceed \$200,000 plus a 3% construction management fee to reimburse the City for managing the water system improvement projects noted below. The Parties agree the 3% fee will be calculated against the successful bid for projects.

- 6.3.2 The water system improvements under this Agreement Section 6.3 are:
  - Installation of a pressure reducing valve (PRV) station in the vicinity of the intersection of Deschutes Avenue and Colorado Street connecting Pressure Zones 2 and 3.

- Upgrade the existing 8 inch diameter waterline with a 12-inch diameter waterline in Young Street from Deschutes Avenue to W. Okanogan Place.
- Upgrade the existing 8 inch diameter waterline with 12 inch diameter waterline in Colorado Street from Deschutes Avenue to Grandridge Boulevard.

6.3.3 The Port agrees to design and install a 12 inch diameter waterline along the main East West road connecting the water systems in Young Street to Kellogg Street. The Port agrees to design and install a 12 inch diameter waterline along the main North South road connecting Deschutes and Grandridge.

#### 7. CITY OF KENNEWICK DESIGN STANDARDS AND PARK IMPACT FEES.

7.1 <u>Street and Access Design</u>. The City acknowledges the Vista Field Street Design Criteria found in Exhibit E, deviates from the City's standard specifications, the City consents to the design criteria listed in Exhibit E, all other City standard specifications for streets not in conflict with this subsection shall apply. The following additional design standards apply.

7.1.1 The Port agrees to use a WB40 as the Design Vehicle for the design of the streets and intersections within Vista Field except as provided for in Section 7.1.2, below:

7.1.2 The Port agrees to use a WB50 as the Design Vehicle to design the streets and intersections around the primary routes to accommodate the "errant truck." The primary routes are considered to be the main East West road connecting Young Street to Kellogg Street, and the North South road connecting Deschutes to Grandridge.

7.1.3 All buildings shall be maximum 150 feet from a "fire truck staging location" as measured along streets, pedestrian passages, or other publicly accessible open space to the farthest corner of the building.

7.1.4 Fire truck staging areas shall be minimum 20 feet wide in order to allow sufficient room for emergency workers to move around the fire truck with hoses, and other emergency response equipment.

7.1.5 Turning radii into side streets shall meet City design standards as measured from the driving lane of one street into the side street (not the actual radius of the street curb).

7.1.6 Intersection of 20-foot fire lane access routes in alley locations shall require dedication of additional 5-foot by 5-foot triangle rights-of-way areas to assure safe and efficient circulation of emergency vehicles. See attached Exhibit G for an example of this requirement.

7.2 **Park Impact Fees**. The Parties acknowledge the City is updating its Park Comprehensive Plan which will divide the City based upon Levels of Service into several parks zones. The Parties anticipate the City will be adopting a Park Impact fee which will apply to both residential uses as well as mixed use developments within Vista Field. The Port and their successors in interest agree to pay the Park Impact fee determined by the City at the time a complete application for a development permit is submitted to the City.

## 8. VESTING.

8.1 <u>Effect of Development Agreement on Subsequent Development Regulations</u>. Development regulations adopted subsequent to the Agreement Effective Date, shall not be applicable to Vista Field Property, except as otherwise provided in this Agreement or as may be required by subsequently adopted state or federal statutes.

8.2 <u>Vested Rights</u>. All regulations in existence on Agreement Effective Date shall be applicable to the development of the Property, including: those provisions of Chapters 36.70A (Growth Management) and 58.17 RCW (Plats, Subdivisions and Dedications), as supplemented by the design standards contained in Kennewick Municipal Code (KMC), including but not limited to KMC 18.80, and the sections KMC 18.12, 18.24 and 18.36 as referenced in Section 4.2, the Final Vista Field Redevelopment Master Plan, and other provisions of this Agreement attached hereto as Exhibits C, D, E, F and G; all applicable KMC sections, the City Comprehensive Plan, as well as all other City rules, regulations, standards and specifications applicable to Vista Field and in effect on the Agreement Effective Date. Unless otherwise stated herein with respect to Traffic Impact Fees and Park Impact Fees, this Agreement vests for the Port, its successors and assigns, and the Property to the regulations in effect on the Agreement Effective Date and as set forth herein for the term of this Agreement, and for the reasonable build-out period for improvements with building permits issued prior to the termination of the Agreement.

8.3 **Exception to Vesting/Serious Threat to Public Health**. In the event the City is faced with an unforeseen serious and immediate threat to public health, safety and welfare directly effecting Vista Field Property, the City may, upon notice to the Port, adopt new or different regulations applicable to the property than those established in this Agreement.

**9. AGREEMENT TERM AND EFFECTIVE DATE**. This Agreement shall take effect and be in force upon the last date of the signature of each Party to this Agreement, following the effective date of the City Ordinance approving this Agreement (the "Effective Date"). The Agreement term shall commence on the Effective Date and extend for ten (10) years (the "Agreement Term"). The Agreement Term may be extended by five-year extensions upon application by the Port and approval by City Council per KMC 18.48, until the Agreement is deemed no longer necessary by both parties.

**10. MINOR PLAN MODIFICATIONS**. The Parties acknowledge that refinement and further development of the Vista Field Master Plan and associated improvements may require modification during the Agreement Term. The Parties shall review and consider requests for minor modifications. Minor modifications require the consent of the City and the Port, which consent shall not be unreasonably withheld. For purposes of this Agreement Section 10, a "minor modification" is a modification in the Master Plan or applicable development regulations that do not require SEPA review.

# **11.** GENERAL PROVISIONS.

11.1 **Default**. In the event either Party fails to perform the terms and provisions of this Agreement, which failure continues uncured for a period of sixty (60) days following written notice from the other Party (unless the Parties have mutually agreed in writing to extend this period) shall constitute a default under this Agreement. Any notice of default shall specify the nature of the alleged default and, where appropriate, the manner in which the alleged default may be satisfactorily cured. If the nature of the alleged default is such that it cannot be reasonably cured within the sixty (60) day period, then the

commencement of actions to cure the alleged default within the sixty (60) day period and diligent prosecution of such actions necessary to complete the cure of the alleged default, shall be deemed to be a cure within the sixty (60) day period. Upon a default of this Agreement that is not cured as provided above, the non-defaulting Party may institute legal proceedings to enforce the terms of this Agreement. If the default is cured, then no default exists, and the noticing Party shall take no further action.

11.2 **Extension of Time for Performance**. Notwithstanding anything to the contrary contained in this Agreement, neither Party shall be deemed to be in default where delays and performance or failures to perform are due to war, terrorism, insurrection, strikes or other labor disturbances, walkouts, riots, floods , earthquakes, fires, casualties, acts of God, restrictions imposed or mandated by other governmental entities, enactment of conflicting state or federal laws or regulations, extended appeals by third parties or similar basis for excused performance which are not within the reasonable control of the party to be excused. Upon the request of either Party, an extension of time for such cause shall be granted in writing for the period of the forced delay, or longer, as may be mutually agreed upon.

11.3 **Governing Law, Remedies and Venue**. This Agreement shall be governed by the laws of the State of Washington. Either Party may, in addition to any other rights or remedies, institute an equitable action to cure correct, or remedy any default; enforce any covenant or agreement set forth herein; enjoin any threatened or attempted violation of the Agreement; enforce by specific performance the obligations and rights of the parties to this Agreement, or obtain any remedies consistent with the foregoing and the purpose and intent of this Agreement; provided, however, in no event shall either Party be entitled to recover from the other Party, either directly or indirectly "damages" in any legal or equitable action. Notwithstanding the foregoing, in the event of a dispute arising out of or relating to this Agreement, whether or not suit or other proceedings are commenced and whether in mediation, arbitration, at trial, on appeal or in administrative proceedings, the substantially prevailing Party shall be entitled to its costs and expenses incurred, including reasonable attorney's fees. Venue for any action shall be in the Superior Court for Benton County, Washington.

11.4 **<u>Dispute Resolution</u>**. The Parties shall attempt to resolve disputes through informal good faith negotiations. Either Party may declare an impasse in an informal negotiation, but only after thirty (30) days following commencement of negotiations.

11.4.1 <u>Mediation</u>. Either Party may request mediation before neutral mediator acceptable to both Parties. If a mediator cannot be selected by the Parties, any Party may apply to the Presiding Judge of the Benton County Superior Court for appointment of a mediator. The costs of the mediator shall be borne equally by each Party. Any mediation process shall not delay or preclude commencement of an action in Superior Court for emergency or temporary relief.

11.4.2 <u>Arbitration</u>. Disputes not resolved through negotiation or mediation may be resolved by arbitration upon mutual agreement of the Parties. Arbitration shall be before a single arbitrator. The decision of the arbitrator will bind all Parties. If an arbitrator cannot be selected by the Parties, any Party may apply to the Presiding Judge of the Benton County Superior Court for appointment of the arbitrator. The Parties shall share equally the fees and expenses of the arbitrator. The arbitration will be conducted under Chapter 7.06 RCW, and the Superior Court Rules for Mandatory Arbitration (MAR). Any matter not submitted to arbitration may be brought in Superior Court.

11.4.3 This Agreement Section 11.4 shall survive the Agreement Term and shall also apply to resolve any disputes between the Parties arising out of or relating to this Agreement or the transactions contemplated thereby.

11.5 **Construction**. This Agreement has been freely and fairly negotiated by the Parties hereto and has been reviewed and discussed by legal counsel for each of the Parties, each of whom has had the full opportunity to modify the draftsmanship hereof and, therefore, the terms of this Agreement shall be construed and interpreted without any presumption or other rule requiring constructional interpretation against the Party causing the drafting of the Agreement.

11.6 <u>Complete Agreement and Conflicts</u>. This Agreement sets forth the entire agreement of the Parties. This Agreement shall be construed as a whole. No amendment, change or modification of any provision of this Agreement shall be valid unless set forth in writing and signed by both Parties. To the extent of any conflict with any City development regulations which may otherwise govern the Property, the terms and conditions of the development regulations in effect on the Effective Date and this Development Agreement shall prevail.

11.7 <u>Waiver and Severability</u>. The failure of either Party to insist upon or enforce strict performance by the other Party of any of the provisions of this Agreement or to exercise any rights or remedies under this Agreement shall not be construed as a waiver or relinquishment of any extent of such Party's right to assert or rely upon any such provisions or rights in that or any other instance; rather, the same shall be and remain in full force and effect. The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

11.8 <u>Binding Effect</u>. This Agreement shall be recorded against the Property and shall run with the land. Subject only to the express conditions or limitations of this Agreement, the Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the Parties. Upon assignment of this Agreement or the conveyance of any parcel of the Property to which this Agreement is applicable, the assignee/grantee shall be deemed to assume all rights, obligations and liabilities set forth in this Agreement as they relate to such parcel.

11.9 **Cooperation**. Each Party shall take such action (including, but not limited to the execution, acknowledgement and delivery of documents) as may reasonably be requested by the other Party for the implementation or continuing performance of this Agreement. In the event of any administrative, legal or equitable action or other proceeding instituted by any person not a party to this Agreement challenging the validity of any provision of this Agreement, or any subsequent action taken consistent with this Agreement, the Parties shall cooperate in defending such action or proceeding to settlement or final judgment, including all appeals. Each party shall select its own legal counsel and retain such counsel at its own expense.

# 11.10 **Transfer or Assignment**.

11.10.1 The Port may assign or transfer all or any portion of its interests, rights, obligations or responsibilities under this Agreement, including all development approvals and all subsequent actions, to third parties acquiring an interest in the Property or any portion thereof, including, without limitation, purchasers, or long-term ground lessees of individual lots, tracts, parcels or any lots, homes or facilities comprising a portion of the Property.

11.10.2 Any such transfer shall not release Port from its obligations and responsibilities under this Agreement unless the City has consented to such transfer in writing. In the event of a request for consent to a transfer, the City's consent shall not be unreasonably withheld, conditioned or delayed. Provided, in the event City consent is obtained for a transfer, any transfer agreement or document may (i) release Port from obligations under this Agreement, including development approvals and any subsequent actions, that pertain to the portion of the Property being transferred, provided the transferee expressly assumes Port's obligations and responsibilities; (ii) transfer to the transferee all vested rights to improve that portion of the Property being transferred; and, (iii) may address any other matter deemed by Port or the City to be necessary or appropriate in connection with the transfer or assignment. Written notice of any proposed transfer or assignment for which consent from the City is sought shall be mailed to the City in the manner set forth in this Agreement at least thirty (30) days in advance of the proposed date of transfer. Failure of the City to respond within the thirty (30)-day period after receipt of a request by Port for such consent shall be deemed to be the City's approval of the transfer in question. All benefits and burdens to the Property are intended to and shall run with the land and shall be enforceable upon and for the benefit of subsequent owners and successors in interest to all or any portion of the Property.

11.11 <u>Effect of Development Agreement on City Rates and Fees</u>. Nothing in this Agreement shall prevent the City from modifying standard City-wide rates and fees applied equally throughout the City, and also applicable to Vista Field, during the term of this Agreement, unless specifically set forth in this Agreement.

11.12 **No Public Official Liability**. No provision of this Agreement and any authority granted by this Agreement is intended to create or result in any personal liability for any public official or employee or agent of the City or Port, nor shall any provision or provisions of this Agreement be construed to create any such liability.

11.13 <u>Notices</u>. Notices under this Agreement shall be in writing and, unless otherwise required by law, may be delivered (1) personally; (2) by U.S. mail, certified or registered; or (3) by a nationally recognized overnight courier service. Mailed notices shall be deemed effective on the third day after deposited as registered or certified mail, postage prepaid, directed to the other party at the address shown below.

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

City: 210 W. 6<sup>th</sup> Avenue Kennewick WA 99336

Couriered notices shall be deemed delivered when the courier's records indicate that delivery has occurred. Either party may change its address for notices by written notice to the other.

### 11.14 Warranty of Authority.

11.14.1 The Port hereby warrants to the City that the undersigned is authorized to execute this Agreement and to bind the port and the Property.

11.14.2 The City has authority under Chapter 36.70B RCW to enter this as a proper exercise of municipal police power and contract authority. This Agreement is entered into pursuant to such authority. The city warrants that the undersigned Mayor has authority and is authorized to enter into this Agreement.

**CITY OF KENNEWICK** 

**IN WITNESS WHEREOF,** the parties hereto executed this Agreement on the below dates.

DATE: Attest:	Steve Young, Mayor
City Clerk Approved as to form:	
City Attorney	
	PORT OF KENNEWICK
	Skip Novakovich, Port Commission President
DATE:	
	r

# **EXHIBIT A – VISTA FIELD PROPERTY LEGAL DESCRIPTION**

PARCEL 1

REAL PROPERTY LOCATED IN SECTION 32, TOWNSHIP 9 NORTH, RANGE 29 EAST, WILLAMETTE MERIDIAN, CITY OF KENNEWICK, BENTON COUNTY, WASHINGTON BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 32; THENCE NORTH 00°05'15" EAST, 891.82 FEET ALONG THE EAST LINE OF SAID NORTHEAST QUARTER; THENCE NORTH 89°54'25" WEST, 162.33 FEET TO THE SOUTHWEST CORNER OF LOT 2 OF SHORT PLAT NO. 1333 AS RECORDED IN VOLUME 1 OF SHORT PLATS, PAGE 1333, RECORDS OF BENTON COUNTY, SAID POINT IS ALSO AN ANGLE POINT IN THE NORTHERLY LINE OF BLOCK 1 OF THE PLAT OF VISTA INDUSTRIAL PARK AS RECORDED IN VOLUME 14 OF PLATS, PAGE 56, RECORDS OF BENTON COUNTY AND THE TRUE POINT OF BEGINNING;

THENCE SOUTH 45°11'01" WEST, 2042.89 FEET ALONG THE NORTHWESTERLY LINE OF SAID BLOCK 1 TO THE NORTHWEST CORNER OF THAT PARCEL SHOWN ON RECORD OF SURVEY RECORDED IN VOLUME 1 OF SURVEYS, PAGE 2320, RECORDS OF BENTON COUNTY: THENCE SOUTH 44°48'56" EAST. 200.00 FEET ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL TO THE NORTHWESTERLY LINE OF OKANOGAN AVENUE: THENCE SOUTH 45°11'04" WEST, 30.00 FEET ALONG SAID NORTHWESTERLY LINE TO THE SOUTHEAST CORNER OF PARCEL "A" AS SHOWN ON RECORD OF SURVEY RECORDED IN VOLUME 1 OF SURVEYS AT PAGE 1611, RECORDS OF BENTON COUNTY; THENCE NORTH 44°48'56" WEST, 255.75 FEET TO THE MOST NORTHERLY CORNER OF SAID PARCEL "A"; THENCE SOUTH 45°11'04" WEST, 670.00 FEET ALONG THE NORTHWESTERLY LINES OF PARCEL "A" AND PARCEL "B" OF SAID SURVEY TO THE NORTHWEST CORNER OF SAID PARCEL "B"; THENCE SOUTH 44°48'56" EAST, 55.75 FEET ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL "B" TO THE NORTHWESTERLY LINE OF WEST DESCHUTES AVENUE; THENCE SOUTH 45°11'04" WEST, 494.70 FEET ALONG SAID NORTHWESTERLY LINE TO THE SOUTHEAST CORNER OF THAT PARCEL OF LAND SHOWN ON RECORD OF SURVEY RECORDED IN VOLUME 1 OF SURVEYS, PAGE 2094, RECORDS OF BENTON COUNTY; THENCE NORTH 44°48'56" WEST, 139.19 FEET TO THE NORTHEAST CORNER OF SAID PARCEL: THENCE SOUTH 45°11'04" WEST, 323.30 FEET TO THE NORTHWEST CORNER OF SAID PARCEL; THENCE SOUTH 44°48'56" EAST, 139.19 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL, SAID POINT BEING ON THE NORTHWESTERLY LINE OF WEST DESCHUTES AVENUE; THENCE SOUTH 45°11'04" WEST, 739.11 FEET ALONG SAID NORTHWESTERLY LINE TO A POINT IN THE EASTERLY LINE OF PARCEL 7 AS SHOWN ON RECORD OF SURVEY RECORDED IN VOLUME 1 OF SURVEYS, PAGE 522, RECORDS OF BENTON COUNTY: THENCE NORTH 44°48'56" WEST, 700.00 FEET ALONG SAID EASTERLY LINE TO AN ANGLE POINT IN SAID LINE. SAID POINT BEING THE SOUTHWEST CORNER OF LOT 4 OF THE PLAT OF WESTHAVEN BLOCK TWO ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 15 OF PLATS. PAGE 75, RECORDS OF BENTON COUNTY; THENCE NORTH 45°11'04" EAST, 700.00 FEET ALONG THE SOUTHEASTERLY LINE OF SAID PLAT TO THE SOUTHEAST CORNER OF LOT 12 OF SAID PLAT; THENCE NORTH 44°48'56" WEST, 508.22 FEET ALONG THE EASTERLY LINE OF SAID PLAT TO THE NORTHEAST CORNER OF LOT 10 OF SAID PLAT. SAID POINT BEING ON THE

SOUTHEASTERLY LINE OF GRANDRIDGE BLVD.; THENCE NORTH 45°11'04" EAST, 60.00 FEET ALONG SAID SOUTHEASTERLY LINE TO THE NORTHWEST CORNER OF TRACT "A" AS SHOWN ON RECORD OF SURVEY RECORDED IN VOLUME 1 OF SURVEYS, PAGE 2339, RECORDS OF BENTON COUNTY; THENCE SOUTH 44°48'56" EAST, 407.01 FEET ALONG THE SOUTHWESTERLY LINE OF SAID TRACT "A" AND TRACT "B" OF SAID SURVEY TO THE MOST SOUTHERLY CORNER OF SAID TRACT "B"; THENCE NORTH 45°11'04" EAST, 797.11 FEET ALONG THE SOUTHEASTERLY LINE OF SAID TRACT "B" TO THE MOST EASTERLY CORNER THEREOF; THENCE SOUTH 44°48'56" EAST, 101.21 FEET; THENCE NORTH 45°11'04" EAST, 700.00 FEET TO THE MOST SOUTHERLY CORNER OF PARCEL 3 AS SHOWN ON RECORD OF SURVEY RECORDED IN VOLUME 1 OF SURVEYS, PAGE 521, RECORDS OF BENTON COUNTY; THENCE CONTINUING NORTH 45°11'04" EAST, 2042.89 FEET ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL 3 AND THE SOUTHEASTERLY LINES OF SHORT PLAT NO. 1333 AND SHORT PLAT NO. 1644 AS RECORDED IN VOLUME 1 OF SHORT PLATS AT PAGES, 1333 AND 1644, RECORDS OF BENTON COUNTY TO THE MOST WESTERLY CORNER OF LOT 2 OF SAID SHORT PLAT NO. 1333; THENCE SOUTH 44°48'56" EAST, 700.00 FEET ALONG THE SOUTHEASTERLY LINE OF SAID DOT 2 TO THE TRUE POINT OF BEGINNING.

CONTAINS 69.90 ACRES.

#### PARCEL 2

LOT 2, SHORT PLAT NO. 1333, RECORDED IN THE OFFICE OF THE COUNTY AUDITOR IN VOL. 1 OF SHORT PLATS, PAGE 1333. CONTAINS 5.58 ACRES.

#### PARCEL 3

LOT 3, SHORT PLAT 3336, ACCORDING TO THE SHORT PLAT THEREOF RECORDED IN VOLUME 1 OF SHORT PLATS, PAGE 3336, RECORDS OF BENTON COUNTY, WASHINGTON CONTAINS 2.85 ACRES

#### PARCEL 4

LOT 2, SHORT PLAT 3336, ACCORDING TO THE SHORT PLAT THEREOF RECORDED IN VOLUME 1 OF SHORT PLATS, PAGE 3336, RECORDS OF BENTON COUNTY, WASHINGTON CONTAINS 3.14 ACRES

#### PARCEL 5

THAT PORTION OF PARCEL 3 OF RECORD SURVEY NO. 1-521 DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID PARCEL 3; THENCE NORTH 45°11'04" EAST ALONG THE SOUTHEASTERLY BOUNDARY OF SAID PARCEL FOR 193.31 FEET; THENCE NORTH 77°09'37" WEST 361.22 FEET TO A POINT ON THE SOUTHWESTERLY BOUNDARY OF SAID PARCEL 3; THENCE SOUTH 44°48'56" EAST ALONG SAID SOUTHWESTERLY BOUNDARY 305.40 FEET TO THE POINT OF BEGINNING. TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL: BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID PARCEL 3; THENCE SOUTH 45°11'04" WEST, 700.00 FEET; THENCE NORTH 44°48'56" WEST, 101.21 FEET TO THE MOST EASTERLY CORNER OF TRACT "B" AS SHOWN ON RECORD OF SURVEY RECORDED IN VOLUME 1 OF SURVEYS, PAGE 2339, RECORDS OF BENTON COUNTY; THENCE NORTH 44°48'56" WEST, 406.52 FEET ALONG THE NORTHEASTERLY LINE OF SAID TRACT "B" AND TRACT "A" OF SAID SURVEY TO A POINT ON THE SOUTHEASTERLY LINE OF GRANDRIDGE BLVD., SAID POINT ALSO BEING ON THE ARC OF A 1031.00 FEET RADIUS CURVE (RADIUS POINT BEARS NORTH 44°49'51" WEST); THENCE NORTHERLY, 513.53 FEET ALONG THE ARC OF SAID CURVE AND ALONG THE SAID SOUTHEASTERLY LINE OF GRANDRIDGE BLVD. THROUGH A CENTRAL ANGLE OF 28°32'17" TO THE SOUTHWEST CORNER OF LOT 1, BLOCK 3 COLONNADE BUSINESS PARK AS SHOWN ON BINDING SITE PLAN NO. 3386 AS RECORDED IN VOLUME 1 OF SURVEYS, PAGE 3386, RECORDS OF BENTON COUNTY; THENCE SOUTH 77°09'13" EAST (SOUTH 77°09'37" EAST, RECORD), 387.50 FEET ALONG THE SOUTHERLY LINE OF SAID RECORD OF SURVEY AND THE SOUTHWESTERLY LINE OF A PARCEL AS SHOWN ON RECORD OF SURVEY RECORDED IN VOLUME 1 OF SURVEYS, PAGE 3785, RECORDS OF BENTON COUNTY TO A POINT ON THE SOUTHERLY LINE OF PARCEL 3 OF SAID RECORD SURVEY AND THE SOUTHWESTERLY LINE OF A PARCEL AS SHOWN ON RECORD OF SURVEY RECORDED IN VOLUME 1 OF SURVEYS, PAGE 3785, RECORDS OF BENTON COUNTY TO A POINT ON THE SOUTHWESTERLY LINE OF PARCEL 3 OF SAID RECORD SURVEY NO. 1-521; THENCE SOUTH 44°48'56"EAST, 305.72 FEET (305.40 FEET RECORD) TO THE POINT OF BEGINNING. CONTAINS 9.12 ACRES.

#### PARCEL 6

TRACT B OF RECORD SURVEY #2339 DESCRIBED AS FOLLOWS: THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 9 NORTH, RANGE 29 EAST, W.M., CITY OF KENNEWICK, BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: COMMENCING AT THE MOST WESTERLY CORNER OF A 10 ACRE PARCEL AS DEPICTED ON A SURVEY RECORDED UNDER AUDITOR'S FILE NUMBER 838693 AND FILED IN VOLUME ONE OF SURVEYS, AT PAGE 662, RECORDS OF SAID COUNTY. THENCE NORTH 45°11'04" EAST ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF A CITY STREET KNOWN AS GRANDRIDGE BLVD. 60.00 FEET. THENCE SOUTH 44°48'56" EAST 307.01 FEET TO THE TRUE POINT OF BEGINNING. THENCE NORTH 45°11'04" EAST 797.11 FEET. THENCE SOUTH 44°48'56" EAST ALONG THE NORTHEASTERLY LINE OF SAID 10 ACRE PARCEL 100.00 FEET. THENCE SOUTH 45°11'04" WEST 797.11 FEET. THENCE NORTH 44°48'56" WEST 100.00 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH AND SUBJECT TO EASEMENTS, RESERVATIONS, COVENANTS, AND RESTRICTIONS OF RECORD AND IN VIEW.

CONTAINS 1.83 ACRES.

#### PARCEL 7

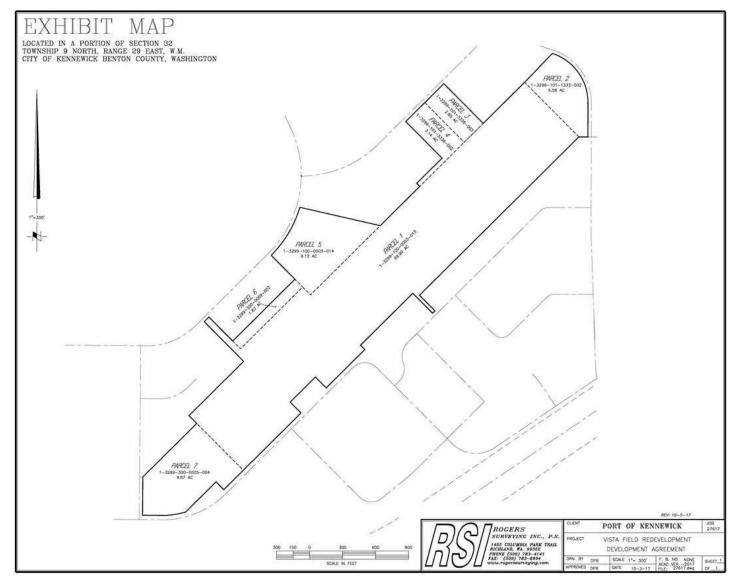
THAT PORTION OF PARCEL 7 OF RECORD SURVEY 1-522, AS ON FILE WITH THE BENTON COUNTY AUDITOR, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 9 NORTH, RANGE 29 EAST, W.M., BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MONUMENTED INTERSECTION OF THE CITY STREETS KNOWN AS NORTH YOUNG STREET AND WEST

DESCHUTES AVENUE, SAID POINT BEING THE SOUTHWEST CORNER OF SAID PARCEL 7; THENCE SOUTH 89°16'47" EAST 30.00 FEET; THENCE NORTH 0°28'48" EAST 40.00 FEET TO THE INTERSECTION OF THE EASTERLY AND NORTHERLY RIGHTS-OF-WAY OF SAID STREETS RESPECTIVELY, AND THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 0°28'48" EAST ALONG SAID EASTERLY RIGHT OF WAY 347.50 FEET; THENCE NORTH 45°11'04" EAST 690.98 FEET TO A POINT ON THE EASTERLY BOUNDARY OF SAID PARCEL 7; THENCE SOUTH 44°48'56" EAST ALONG SAID EASTERLY BOUNDARY 600.00 FEET TO A POINT ON SAID NORTHERLY RIGHT-OF-WAY OF DESCHUTES AVENUE, SAID POINT IS NORTH 44°48'56" WEST 40.00 FEET FROM THE SOUTHEAST CORNER OF SAID PARCEL 7; THENCE SOUTH 45°11'04" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY 250.00 FEET; THENCE NORTH 44°48'56" WEST 100.00 FEET; THENCE SOUTH 45°11'04" WEST 393.74 FEET TO A POINT ON SAID NORTHERLY RIGHT-OF-WAY, SAID POINT BEING ON A CURVE TO THE RIGHT, THE RADIUS POINT OF WHICH BEARS NORTH 15°29'00" WEST 780.00 FEET; THENCE WESTERLY ALONG SAID CURVE AND SAID NORTHERLY RIGHT-OF-WAY 220.59 FEET; THENCE NORTH 89°16'47" WEST ALONG SAID NORTHERLY RIGHT OF WAY 170.82 FEET TO THE TRUE POINT OF BEGINNING. CONTAINS 9.87 ACRES.

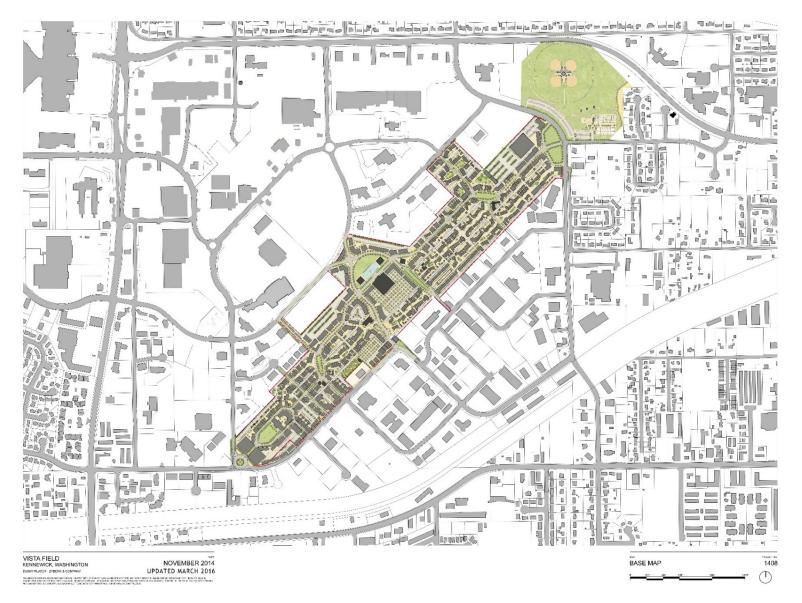
**EXHIBIT B – VISTA FIELD PROPERTY PARCEL MAP** 



# EXHIBIT C – VISTA FIELD MASTER PLAN 2017



# **EXHIBIT D – VISTA FIELD MASTER PLAN - LAYOUT**



# EXHIBIT E

# Vista Field Roadway Design Criteria Elements

Street Types	
Commercial Street	36' feet curb to curb, 2-10' lanes, 2-8' parking lanes, Sharrows
Private Shared Residential Street/Woonerf	20 foot minimum
Private Alley	20 foot minimum.
Variants – i.e. one-way and median	20' min. width, 12' lanes/8' parking/8' Grasscrete, bike lanes to be Sharrows
Lane Widths	10' Minimum, 11' Minimum adjacent to a curb
Parking Lane width	8' Typical, 7' minimum
Bike Lanes	Sharrows and limited signage as appropriate
Bike Racks & Other Street Furniture	As needed between tree wells
Sidewalks	Typically 10' width scored concrete patterns
Right-of-Way	Back of Sidewalk
Street Trees	Columnar trees 4.5' from face of curb with 4' square tree wells Space accordingly (approximately 30' on center) to avoid impacting street light throw
Crosswalk Treatments	Signing, striping marks, Medians, Raised X-walk or Intersection, Curb Extensions, and Beacons all acceptable
Street Lighting	Decorative Lighting similar to 2017 Columbia Drive installations
Туре	LED
Wattage	56 watts
Color Temperature	3,500K
Mounting Heights	16.5' total pole height
Spacing	120' (60' staggered across the street)
Baskets and/or Banners allowed?	Poles are designed to accommodate but not planned to install
Curb Returns	15' Typical, 5' minimum
Driveway Types Allowed	Special design details encompassing the 10' sidewalk coupled with City of Kennewick Std. Detail 2-10 (sheet 6 of 8) "Curb Tight Sidewalk Dropback Driveway"
Intersection & Commercial D/W Spacing	155' Typical, 105' Minimum. Propose using 75' spacing (center to center for areas with private alley/shared residential street/private alley
Intersections	NACTO raised intersections at key intersections including curb extensions, concrete paving, and bollards. Curb Extensions to be used on busiest intersections when possible after AutoTurn is run. Provide for future signal at Grandridge Intersection and South Deschutes entry by providing junction boxes and conduit.
Speed Limits	20 MPH. Set sight distance and spacing accordingly.
Parking	Parallel. If diagonal then consider use of back-in, Plan for pay parking and signage but try to avoid excess signage.
Minimum Horizontal Curve Radii	Probable is 175' Should be based on design vehicle using 10'lanes. Smaller radii when proven to work using AutoTurn with WB 40 design vehicle
Types of traffic control	AWSC, TWSC, Yield, No signage
Special Signage District	Street signage deviation for typical City standard allowed, provided compliance with NACTO standards
Traffic Calming Features Allowed	NACTO raised intersections, Traffic Circles, Chicanes, Curb Extensions, Neckdowns, Special Paving/Marking treatments
Turnarounds	Cul-de-sac and other designs as approved by PW & Fire Marshall

# **EXHIBIT F** – Vista Field Redevelopment Project Transportation System Impact Evaluation VISTA FIELD TRANSPORTATION SUMMARY STANDARDS TABLE

	VISTA FI	IELD RE	DEVE	LOPM	ENT	PROJ	ЕСТ	- TR	ANSPORTATION MITIGAT	ION	(Mai	rch 8, 2016	)			
	Cost Allocation Percentages & ROM Cost Estimates															
	(ALL PARTIES UNDERSTAND - Percentages are the AGREED Factor; Cost Estimates are "PLANNING LEVEL" ONLY)															
		2035 Volumes 2035 Operations Mitigation AGREEDED MITIGATION FACTORS														
		No Build	Build	% Difference	No	Build	В	uild	Mitigation	2035 Op	erations	Estimated Total Mitigation Cost (\$)	Port of Kennewick (%)	Port of Kennewick (\$)	Currently (2016) TIF Eligible	
Phase 1														-		
6	Columbia Center Boulevard & Grandridge Boulevard	4102	4573	10.3%	С	31	D	41		D	36					
	Eastbound	616	663	7.1%	D	52	D	55	-Add a WB left-turn lane	D	48					
	Westbound	384	646	40.6%	E	64	E	78	-Signal modification	D	46	\$518.800	40%	\$207.520	Yes	
	Northbound	1463	1545	5.3%	C	22	C	29		C	33					
10	Southbound	1639 901	1719 1365	4.7%	С	22	С	33		С	31					
10	Colorado Street & Grandridge Boulevard Eastbound	325	527	38.3%		0	A	9	-Restrict north-south movements to right-in/right-		0					
	Westbound	234	496	52.8%	A	8	A	8	out only but allow east-west left and right-turns by	A	9					
	Northbound	234	216	0.0%	F	44	A	>300	placing curb along Grandridge Blvd.	B	11	\$32,500	55%	\$17,875	Yes	
	Southbound	126	126	0.0%	C C	15	F	38	-Striping/C-curb	B	13					
23	Edison Street & Canal Drive	4581	5015	8.7%	D	48	F	58	Suping/C curb	D	39					
20	Eastbound	1143	1328	13.9%	C	34	E	57	-Add a second eastbound left-turn lane	D	40					
	Westbound	787	834	5.6%	c	25	D	36	-Add a southbound right-turn lane	c	34					
	Northbound	920	981	6.2%	E	61	E	76	-Signal modification	D	45	\$864,800	25%	\$216,200	No	
	Southbound	1731	1872	7.5%	E	61	E	58		D	38					
New Inter	rsection - Deschutes & Hangar area														1	
	Eastbound	Intersection	was not inclu	uded as a	Intersect	tion was no	t include	d as a	-New intersection with all-way stop control and							
	Northbound	study area in	tersection sc	volumes	study are	ea intersec	tion so op	erations	eastbound right-turn bypass lane.			\$325,000	100.0%	\$325,000	No	
	Southbound	were not dev	veloped.		results w	vere not ca	lculated.									
Note: Mo	vements highlighted in yellow with text in red and bold exceed City LC	OS thresholds							Subtotal Costs - Teir 1 (TIF Eligible)			\$1,416,100		\$441,595		
									Subtotal Costs - Teir 1 (Non-TIF Eligible)			\$325,000		\$325,000		
									Subtotal Costs - Teir 1 (Total)			\$1,741,100		\$766,595		
						-	489					<i>,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,</i>		÷. : 5,555		

		2035 Volumes			2035 Operations				Mitigation		AGREEDED MITIGATION FACTORS			
		No Build	Build	% Difference	Nol	Build	Ви	uild	Mitigation	2035 Operations	Estimated Total Mitigation Cost (\$)	Port of Kennewick (%)	Port of Kennewick (\$)	Currently (2016) TIF Eligible
Phase 2														
4	Columbia Center Boulevard & Quinault Avenue	5124	5669	9.6%	D	47	E	57						
	Eastbound	892 626	940	5.1% 17.2%	E	74	E	74	-No mitigation proposed because the overall					
	Westbound Northbound	1693	756 1872	9.6%	D	46 40	D	58 49	intersection and each individual approach are forecast to meet City LOS thresholds.		\$986,400	0%	\$0	Yes
	Southbound	1913	2101	8.9%	D	40	E	57	Torecast to meet city Los tillesholds.					
7	Columbia Center Boulevard & Deschutes Avenue	4395	4840	9.2%	С	30	D	40		C 34				
	Eastbound	526	564	6.7%	С	34	D	49	-Add a second WB left-turn lane	C 30				
	Westbound	653	853	23.4%	E	69	F	92	-Add a WB right-turn lane	E 60	\$677.600	25%	\$169.400	Yes
	Northbound	1568	1691	7.3%	С	21	С	20		C 20	<i>ç011,</i> 000	2570	\$105,100	105
	Southbound	1648	1732	4.8%	С	23	С	30		C 33				
14	Young Street & Deschutes Avenue Eastbound	901 288	1349 443	33.2% 35.0%	A	8	A	7	-Install a roundabout	A 7 A 7				
	Westbound	376	386	2.6%	na	na	A	6	-install a roundabout	A 6				
	Southbound	237	310	23.5%	C	17	A	10		A 10	\$650,000	100%	\$650,000	No
	Southwestbound	0	210	100.0%	na	na	А	7		A 7				
18	Kellogg Street & Quinault Avenue	1479	1821	18.8%			В	13		A 10				
	Eastbound	0	273	100.0%	na	na	С	28	-Install a signal	B 11				
	Westbound Northbound	162 674	303 643	46.5%	F	87	C	27		A 10 B 10	\$390,000	75%	\$292,500	No
	Southbound	643	602	-4.8%	na A	na 10	A	6		A 9				
19	Kellogg Street & Metaline Avenue	1240	1519	18.4%	~	10	^	0	Velociocitation. Accordionation/	A 7				
15	Eastbound	41	41	0.0%	D	29	F	75	-Install a signal	B 12				
	Westbound	105	199	47.2%	D	26	F	80		A 10	\$390,000	75%	\$292,500	• •
	Northbound	534	572	6.6%	Α	9	А	9		A 6	\$390,000	/5%	\$292,500	No
	Southbound	560	707	20.8%	A	9	A	10		A 6				
20	Kellogg Street & Deschutes Avenue	1684	2141	21.3%	_				Sectored as	C 27				
	Eastbound Northbound	410 569	529 771	22.5% 26.2%	F B	52 10	F	242 12	-Install a signal	D 48 B 12	\$585,000	75%	\$438,750	No
	Southbound	705	841	16.2%	па	na	па	na		C 28	\$585,000	/5%	\$438,750	NO
21	Kellogg Street & Clearwater Avenue	3678	4092	10.1%	C	33	D	44		C 33				
	Eastbound	1048	1066	1.7%	В	18	С	29	-Add a second southbound left-turn lane	C 29				
	Westbound	1233	1318	6.4%	С	32	D	37	-Signal modification	D 37	\$453,800	20%	\$90,760	Yes
	Northbound	348	404	13.9%	D	40	E	68		C 34	Ş <del>4</del> 55,600	2076	\$50,700	163
	Southbound	1049	1304	19.6%	D	46	E	55		C 32				
24	Edison Street & Metaline Avenue Eastbound	1806 100	2023 223	10.7% 55.2%	D	26	F	114	-Add a refuge area for left-turns from Edison St.	C 25				
	Northbound	725	772	6.1%	В	11	B	114	-Add a refuge area for left-turns from Edison St.	B 12	\$26,000	55%	\$14,300	No
	Southbound	981	1028	4.6%	na	na	na	na		na na	<i>\$20,000</i>	5570	\$14,500	110
NOTES	#1) Movements highlighted in yellow with text in red and bold excee	ed City LOS thr	esholds:						Subtotal Costs - Teir 2 (TIF Eligible)		\$2,117,800		\$260,160	
	<ul><li>#2) Mitigation cost share calculations used critical approach volume of the state of the</li></ul>			in hold and h	lua) as th	e basis for	- 11		Subtotal Costs - Teir 2 (Non-TIF Eligible)		\$2,041,000		\$1,688,050	
	intersection except roundabouts which used the overall intersection							Dis.	Subtotal Costs - Teir 2 (Total)		\$4,158,800		\$1,948,210	
				100000			Impacts		Subtotal Costs - Tell 2 (Total)	1	24,130,000		\$1,546,210	
	identified only in the "Build" scenario and/or when LOS failure in No	-Build" scenari	o involved si	mple, less exp	ensive so	lution;								
	#3) Port Request Intersection indentified with pink hatch be Reclassi	ified as TIF Elig	ible AND City	agreed to cor	nsider this	request			TOTAL PROJECT COSTS (TIF Elig	ible)	\$3,533,900		\$701,755	
	during upcoming TIF undate.								TOTAL PROJECT COSTS (Non-TIF Eligible)		\$2,366,000		\$2,013,050	
	#4) Tier 1 and Teir 2 project listed by interesction mitigation priorit;y						<b>b</b> .		TOTAL PROJECT COSTS		\$5,899,900		\$2,714,805	
COST ASSL	JMPTIONS (All costs estimates in 2016 dollars)								-				PORT	
	Right-of-Way acquisition costs are included and assumed at \$12/S	F											Total Mitigation	
	<ul> <li>Night of way acquisition costs are included and assume dat \$12/3</li> <li>Design costs are included and assumed to be 15% of construction</li> </ul>												Cost Estimate	
	Construction costs & construction management (including survey)	) asumed to be	15% of cons	ruction cost										
	<ul> <li>Construction costs a construction management (including survey)</li> <li>One Lane Roundabout Construction Cost - \$500,000</li> </ul>	,												
	<ul> <li>New Signal Construction Cost - \$300,000</li> </ul>													
	<ul> <li>Adding New Approach Lanes Cost - \$250,000</li> </ul>													
	<ul> <li>Adding Multiple New Lanes Per Approach Cost - \$200,000</li> </ul>													

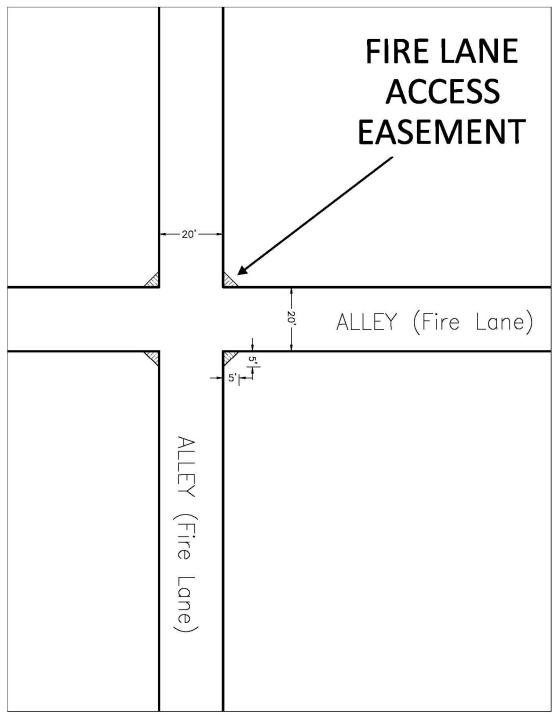


Exhibit G - Fire Lane Access Intersection Triangle Example