

Port of Kennewick provides telephonic, video access, and in-person participation options to the public.

To participate by telephone, please call in at: 1-877-309-2073, Access Code: 802-095-917  
Or, join on-line at the following link: <https://meet.goto.com/802095917>

## AGENDA

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

April 9, 2024  
2:00 p.m.

- I. **CALL TO ORDER**
- II. **ANNOUNCEMENTS AND ROLL CALL**
- III. **PLEDGE OF ALLEGIANCE**
- IV. **PUBLIC COMMENT** *(Please state your name and address for the public record)*
- V. **CONSENT AGENDA**
  - A. Approval of Direct Deposit and ePayments April 1, 2024
  - B. Approval of Warrant Register Dated April 9, 2024
  - C. Approval of Regular Commission Meeting Minutes March 26, 2024
- VI. **PRESENTATIONS**
  - A. Benton City Grant Expenditures Update, Mayor Len Burton (**TIM**)
  - B. BFCOG Member Update, Michelle Holt (**SKIP**)
- VII. **REPORTS, COMMENTS AND DISCUSSION ITEMS**
  - A. Vista Field
    - 1. Lot 25 Purchase and Sale Update (**AMBER**)
    - 2. Stream Update (**MICHAEL**)
  - B. Commission Meetings (formal and informal meetings with groups or individuals)
  - C. Non-Scheduled Items  
(**LISA/BRIDGETTE/TANA/NICK/LARRY/AMBER/MICHAEL/CAROLYN/TIM/KEN/TOM/SKIP**)
- VIII. **PUBLIC COMMENT** *(Please state your name and address for the public record)*
- IX. **ADJOURNMENT**

**PLEASE MUTE YOUR MICROPHONE UNLESS YOU ARE SPEAKING  
AND SILENCE ALL NOISE MAKING DEVICES**



# PORT OF KENNEWICK REGULAR COMMISSION MEETING

**DRAFT**

**MARCH 26, 2024 MINUTES**

Commission Meeting recordings, with agenda items linked to corresponding audio, can be found on the Port's website at: <https://www.portofkennewick.org/commission-meetings-audio/>

Commission President Skip Novakovich called the Regular Commission Meeting to order at 2:01 p.m.

## **ANNOUNCEMENTS AND ROLL CALL**

**The following were present:**

**Board Members:** Skip Novakovich, President (via telephone)  
Kenneth Hohenberg, Vice President (via telephone)  
Thomas Moak, Secretary (via telephone)

**Staff Members:** Tim Arntzen, Chief Executive Officer  
Tana Bader Inglima, Deputy Chief Executive (via telephone)  
Nick Kooiker, Deputy Chief Executive Officer/CFO (via telephone)  
Larry Peterson, Director of Planning (via telephone)  
Amber Hanchette, Director of Real Estate (via telephone)  
Michael Boehnke, Director of Operations (via telephone)  
Bridgette Scott, Executive Assistant (via telephone)  
Lisa Schumacher, Special Projects Coordinator  
David Phongsa, Marketing and Capital Projects Coordinator (via telephone)  
Carolyn Lake, Port Counsel (via telephone)  
Taud Hume, Port Counsel (via telephone)

## **PLEDGE OF ALLEGIANCE**

Mr. Peterson led the Pledge of Allegiance.

## **PUBLIC COMMENT**

No comments were made.

## **CONSENT AGENDA**

- A. Approval of Direct Deposit and E-Payments Dated March 19, 2024**  
Direct Deposit and E-Payments totaling \$86,847.09
- B. Approval of Warrant Register Dated March 26, 2024**  
Expense Fund Voucher Number 105730 through 105762 for a grand total of \$70,530.08
- C. Approval of Regular Commission Meeting Minutes March 12, 2024**

**MOTION: Commissioner Hohenberg moved to approve the Consent Agenda presented; Commissioner Moak seconded. With no further discussion, motion carried unanimously. All in favor 3:0.**

# PORT OF KENNEWICK REGULAR COMMISSION MEETING

MARCH 26, 2024 MINUTES

**DRAFT**

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## ACTION ITEM

### *A. Clover Island Inn Lease*

Ms. Hanchette stated CII Hospitality Group has expressed interest in purchasing the Clover Island Inn from the Clover Island Development Company. Ms. Hanchette stated the Clover Island Inn has been an ambassador to the community and the island for over twenty years. Ms. Hanchette stated Resolution 2024-07 approves the Port to enter into a ground lease with CII Hospitality Group and stated the lease will consist of a 20-year term with three consecutive ten-year options with a 3% escalation.

Mr. Hume, Port Counsel added Exhibit D of the lease agreement outlines a property improvement plan, which requires the tenant to perform those improvements over time.

Bill Lampson, on behalf of the Clover Island Inn Development Group gave a brief history of the Clover Island Inn and believes this is a win win for all parties concerned.

Bal Gosal and Aly Leon of the Kishan Group presented information on the improvement plan and past hotels that they have rehabilitated (*Exhibit A*).

Mr. Arntzen thanked Ms. Hanchette and all who have been involved in this transaction and stated this a three-part agreement between the Port, the Clover Island Inn Development Group, and the Kishan group and he believes our constituents are the winners.

***MOTION:*** *Commissioner Hohenberg moved to approve Resolution 2024-07 approving a ground lease with CII Hospitality LLC upon purchase of the building and assets from Clover Island Development LLC; and that all action by Port officers and employees in furtherance hereof is ratified and approved; and further, the Port Chief Executive Officer is authorized to take all action necessary in furtherance hereof; Commissioner Moak seconded.*

## PUBLIC COMMENTS

No comments were made.

### ***Discussion:***

*Commissioner Hohenberg thanked the Clover Island Development group for their continued efforts to the hotel, that has a million-dollar view. Commissioner Hohenberg expressed his appreciation for Mark Blotz, for fostering a relationship with the Port and the City of Kennewick. Commissioner Hohenberg is excited about the opportunities in the future and thanked staff for putting together a very thorough packet. Lastly, Commissioner Hohenberg appreciated the preparation that went into this and is fully supportive.*

*Commissioner Moak welcomed the Kishan Group to Kennewick and stated there were several options in the Hilton improvement plan and inquired if they decided internally which of those options will be available to use within the hotel.*

# PORT OF KENNEWICK REGULAR COMMISSION MEETING

MARCH 26, 2024 MINUTES

**DRAFT**

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*Mr. Gosal stated that they will try to maintain most of the amenities the hotel already has. We are unable to fully negotiate with Hilton until we own the hotel. What drew us to the hotel was the incredible location and view. The proximity to the water gives hotels a resort feel and when that is the case, you want to offer as many amenities as possible.*

*Commissioner Moak stated the hotel is a 50-year-old hotel and inquired how much life is left in it.*

*Mr. Gosal was concerned about age; however, the bones are really good from the mechanical to the roof. We will be renovating all of the lobby, and the rooms will get a new look and new furniture.*

*Commissioner Moak stated Hilton is requiring a lot of work to do, and he appreciates that.*

*Mr. Gosal stated what Hilton calls budget would have been their middle of the road properties 10 years ago. The minimum to renovate the property is \$2,600,000. This is a Hilton and there are standards and there are over a 100 million Hilton reward members and 90% of customers are Hilton reward members.*

*Commissioner Moak appreciates the Hilton brand and inquired about the timeline.*

*Mr. Gosal is hoping to take over the hotel on the April 9, 2024, then we will work with Hilton and the designers. Mr. Gosal stated operations will run the same this summer and, in the winter, we will close half of the rooms and renovate 74 rooms. Once those are complete, we will start on the other portion of the hotel. It will take a few months to get designers and our goal is to be the nicest Hilton Spark destination.*

*Commissioner Novakovich stated this is a three-part- agreement, and likes the commonsense approach presented by Mr. Gosal. Commissioner Novakovich thanked Mr. Lampson and Mr. Blotz for what they have done to improve the hotel and create vibrancy on the island. Commissioner Novakovich stated it has been a wonderful partnership and hopes to partner on other things as we go forward. Commissioner Novakovich is looking forward to the additional vibrancy the hotel will create on Clover Island. This will be a tremendous benefit to our constituents and the region, and he is in favor of this. Commissioner Novakovich thanked Ms. Hanchette for all of her work on this and for staff turning this around so quickly.*

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

## ***B. Oak Street Update***

*Mr. Peterson outlined the history of the property at 1328 East 3<sup>rd</sup> Avenue, the fire in April of 2023 and the recent findings related to rebuilding. Mr. Peterson presented Resolution 2024-06, which rescinds Resolution 2024-02, and directs staff to move forward to rebuild a portion of the building and demo part of the building damaged by fire. Resolution 2024-06 also stipulates a 90-day notice of termination for the tenants.*

# PORT OF KENNEWICK REGULAR COMMISSION MEETING

MARCH 26, 2024 MINUTES

**DRAFT**

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Ms. Hanchette reached out to the ports of Benton and Pasco to see if they had any availability and researched industrial spaces through the MLS and other internet sites. It was an unfortunate accident and unfortunately the existing tenants will need to locate elsewhere. Ms. Hanchette provided a list of experienced commercial agents that might be able to assist the tenants in finding a space for our four tenants.

Commission and staff discussion ensued regarding the Oak Street property and tenants.

David Robison of Strategic Construction Management believes it will be approximately a year before the facility is completed.

***MOTION:*** Commissioner Moak moved to approve Resolution 2024-06, rescinding Resolution 2024-02 and directing staff to proceed with the partial demolition and reconstruction of Oak Street Development Building D and provide tenants an extended lease termination notice period of 90-days; and further authorize the Port Chief Executive Officer and employees to take all action necessary in furtherance hereof; Commissioner Hohenberg seconded.

## **PUBLIC COMMENTS**

No comments were made.

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

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

### **A. Grants Update**

Ms. Bader Inglima gave a presentation regarding the process staff follows to evaluate grant opportunities for projects prioritized by the port and shared some examples of past grant/funded projects where the port leveraged its matching funds with a variety of other agency's money (*Exhibit B*).

Mr. Boehnke outlined the projects for the current Local Park Maintenance Grant:

- Marina bathrooms rehabilitation;
- Wood plank walking path: resurfacing, replacing and staining;
- Marina boardwalk overlay project: adding three colors to the boardwalk.

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

Commissioners reported on their respective committee meetings.

### **C. Non-Scheduled Items**

Commissioner Novakovich complimented the operations and maintenance staff for responding quickly to the vandalism on the island.

Commissioner Novakovich thanked Ms. Hanchette for all of her work on the Clover Island Inn lease transfer and making it happen on such short notice.

**PORT OF KENNEWICK  
REGULAR COMMISSION MEETING**

**MARCH 26, 2024 MINUTES**

**DRAFT**

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**PUBLIC COMMENTS**

No comments were made.

**COMMISSION COMMENTS**

No comments were made.

**ADJOURNMENT**

With no further business to bring before the Board; the meeting was adjourned 3:25 p.m.

***APPROVED:***

**PORT of KENNEWICK  
BOARD of COMMISSIONERS**

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*Skip Novakovich, President*

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*Kenneth Hohenberg, Vice President*

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*Thomas Moak, Secretary*

***PORT OF KENNEWICK***

**RESOLUTION No. 2024-06**

***A RESOLUTION OF THE BOARD OF COMMISSIONERS  
OF THE PORT OF KENNEWICK  
RELATED TO OAK STREET DEVELOPMENT BUILDING D***

**WHEREAS**, Oak Street Development Building D suffered fire damage on April 11, 2023, sustaining significant damage to unit 8 and unit 9 located at 1328 East 3<sup>rd</sup> Avenue; and

**WHEREAS**, Port staff has been working with various consultants, the City of Kennewick, and the Port's insurance carrier to determine the best path forward; and

**WHEREAS**, on January 9, 2024, the Port Commission adopted Resolution 2024-02 directing staff to proceed with rebuilding Oak Street Development Building D located at 1328 East 3<sup>rd</sup> Avenue to its original condition, using the Port's insurance carrier proceeds on a fully reimbursable basis; and

**WHEREAS**, Port staff diligently pursued the reconstruction path which uncovered significant concerns from the permitting entity and practicality concerns related to potential code upgrade requirements; and

**WHEREAS**, Port staff presented an alternate path involving utilization of insurance carrier proceeds for the partial demolition of the fire damaged segments of the building; and

**WHEREAS**, partial demolition and reconstruction would serve the Port's best interest by both provision of space for the Port's Maintenance Department and control of activities within the building.

**NOW, THEREFORE, BE IT RESOLVED** that the Port of Kennewick Commission hereby rescinds Resolution 2024-02; and approves Resolution 2024-06 directing staff to proceed with the partial demolition and revision to the damaged building at 1328 E. 3<sup>rd</sup> Avenue utilizing insurance carrier proceeds.

**BE IT FURTHER RESOLVED** that the Port Commission hereby directs staff to provide the affected tenants the required notice to vacate the building and with an extended lease termination notice period of 90-days.

**BE IT FURTHER RESOLVED** that the Port Commission hereby approves all action by port officers and employees in furtherance hereof; and directs the Port CEO to take all action necessary in furtherance hereof.

**ADOPTED** by the Board of Commissioners of Port of Kennewick on the 26<sup>th</sup> day of March, 2024.

***PORT of KENNEWICK  
BOARD of COMMISSIONERS***

By: DocuSigned by:  
*Skip Novakovich*  
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SKIP NOVAKOVICH, President

By: DocuSigned by:  
*Kenneth Hohenberg*  
89F77EAC8921416...  
KENNETH HOHENBERG, Vice President

By: DocuSigned by:  
**Thomas Moak**  
A35176A2D2CD413...  
THOMAS MOAK, Secretary



**PORT OF KENNEWICK**

**Resolution No. 2024-07**

***A RESOLUTION OF THE BOARD OF COMMISSIONERS  
OF THE PORT OF KENNEWICK AUTHORIZING THE CHIEF EXECUTIVE OFFICER  
TO EXECUTE A GROUND LEASE AGREEMENT WITH  
CII HOSPITALITY LLC***

**WHEREAS**, the Port of Kennewick (Port) is authorized to enter into certain leases upon such terms as the Port Commission deems proper; and

**WHEREAS**, CII Hospitality LLC, wishes to enter into a ground lease with the Port upon their purchase of building and assets from Clover Island Development LLC; and

**WHEREAS**, said ground lease would include Clover Island parcels identified in Exhibit A; and

**WHEREAS**, said ground lease will exist for a lease term of twenty years (20) years with three (3) options to renew for an additional ten (10) years each subject to the terms and conditions of the ground lease; and

**WHEREAS**, Port staff and legal counsel have reviewed the proposed Lease and find it is in proper form and it is in the Port’s best interest; and

**WHEREAS**, after consideration of the attached Lease, the Port Commission has determined that the lease is proper.

**NOW, THEREFORE, BE IT HEREBY RESOLVED** that the Board of Commissioners of the Port of Kennewick hereby approves a ground lease with CII Hospitality LLC upon the purchase of building and assets from Clover Island Development LLC; and that all action by port officers and employees in furtherance hereof is ratified and approved; and further, the Port Chief Executive Officer is authorized to take all action necessary in furtherance hereof.

**ADOPTED** by the Board of Commissioners of the Port of Kennewick on the 26th day of March, 2024.

**PORT of KENNEWICK  
BOARD of COMMISSIONERS**

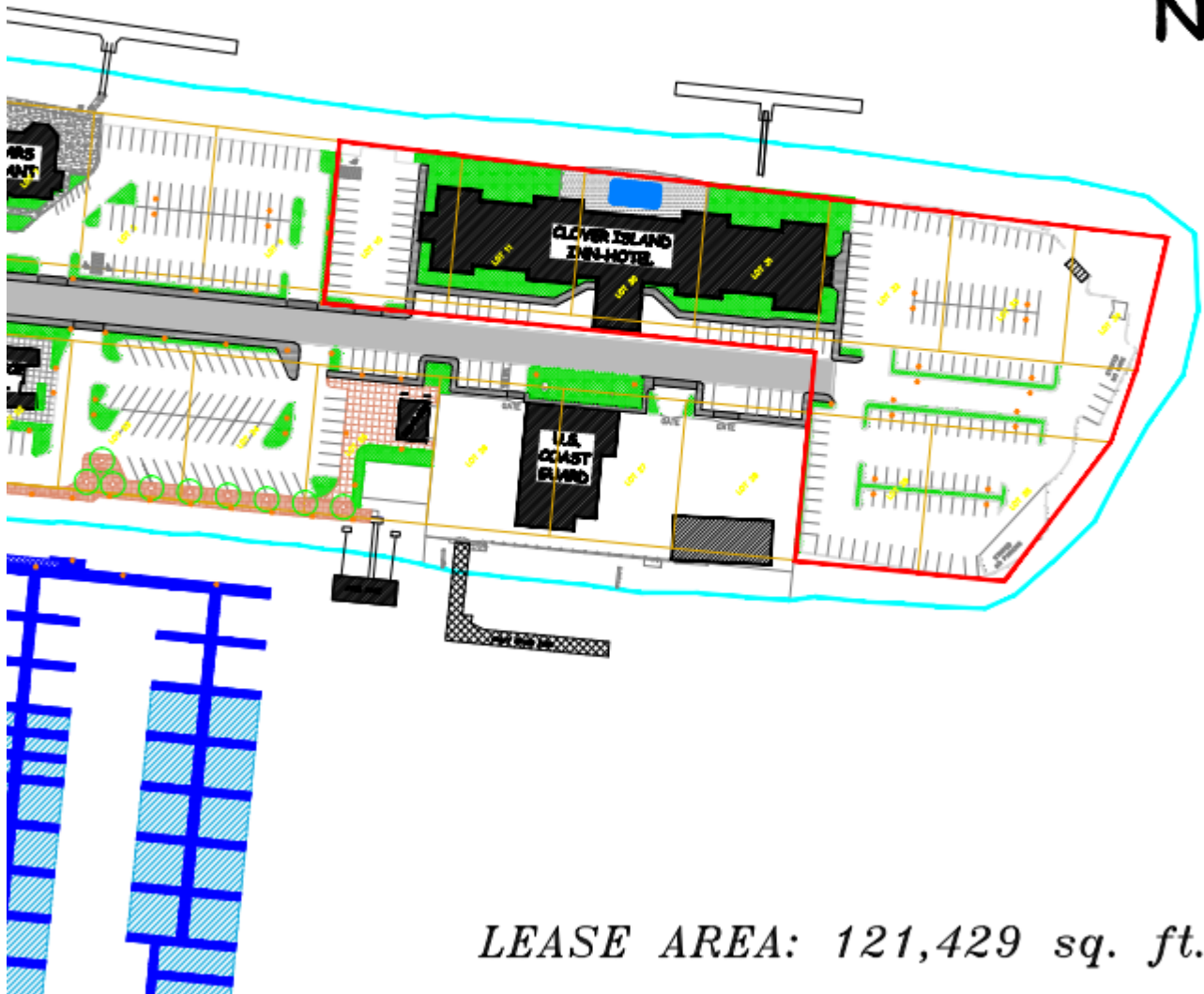
By: DocuSigned by:  
*Skip Novakovich*  
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SKIP NOVAKOVICH, President

By: DocuSigned by:  
*Kenneth Hohenberg*  
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KENNETH HOHENBERG, Vice President

By: DocuSigned by:  
**Thomas Moak**  
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THOMAS MOAK, Secretary

Resolution No. 2024-07  
EXHIBIT A

# CLOVER ISLAND INN LEASE AREA



LEASE AREA: 121,429 sq. ft.



CONVERSION GUIDE

V1.1 APRIL 2023

REVISED DECEMBER 2023





SPRING - RECEPTION



SPRING - KING GUEST ROOM



SPRING - LOBBY



SPRING - GUEST BATH

# *THE KISHAN GROUP*

Conversion Projects



*AIDEN BY BEST  
WESTERN*

RENO, NV



# BEFORE



# AFTER



# BEFORE



# AFTER



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©VanceFox.cc





*QUALITY SUITES*



*FOUR POINTS BY SHERATON*

Anchorage, AK



*BOULDER INN  
& SUITES  
HOTEL*



Boulder City, NV

*BEST  
WESTERN  
HOOVER DAM  
HOTEL*



*THANK YOU*

Miami, FL

# Grant Seeking

“There’s no such thing as *free* money”



# Sources / Notifications

Grants.gov (Federal Grant Register)

Grant Station (Foundation & Corporate Funding)

WA State Recreation & Conservation Office (RCO)

WA State Dept. of Commerce

NonprofitWebAdvisor

Congressional Staff Notices

Benton Franklin Council of Governments

City HUD & CDBG

TRIDEC

# Requirements, Measurements, Administration & Maintenance

Researching:

Work Plan? Project Fit?

Matching Funds? Amount Worthwhile?

Writing Proposals / Making Presentations

Tracking, Reporting & Administering

Fulfilling Maintenance Obligations

# Eligibility & Fit

Community Economic Revitalization Board (CERB)

*median wages / shovel ready*

Department of Commerce / Economic Development Administration

*jobs & workforce education / manufacturing & industrial / 1 job per \$30k funding*

Public Works Trust Fund

*roads & infrastructure / port districts not eligible*

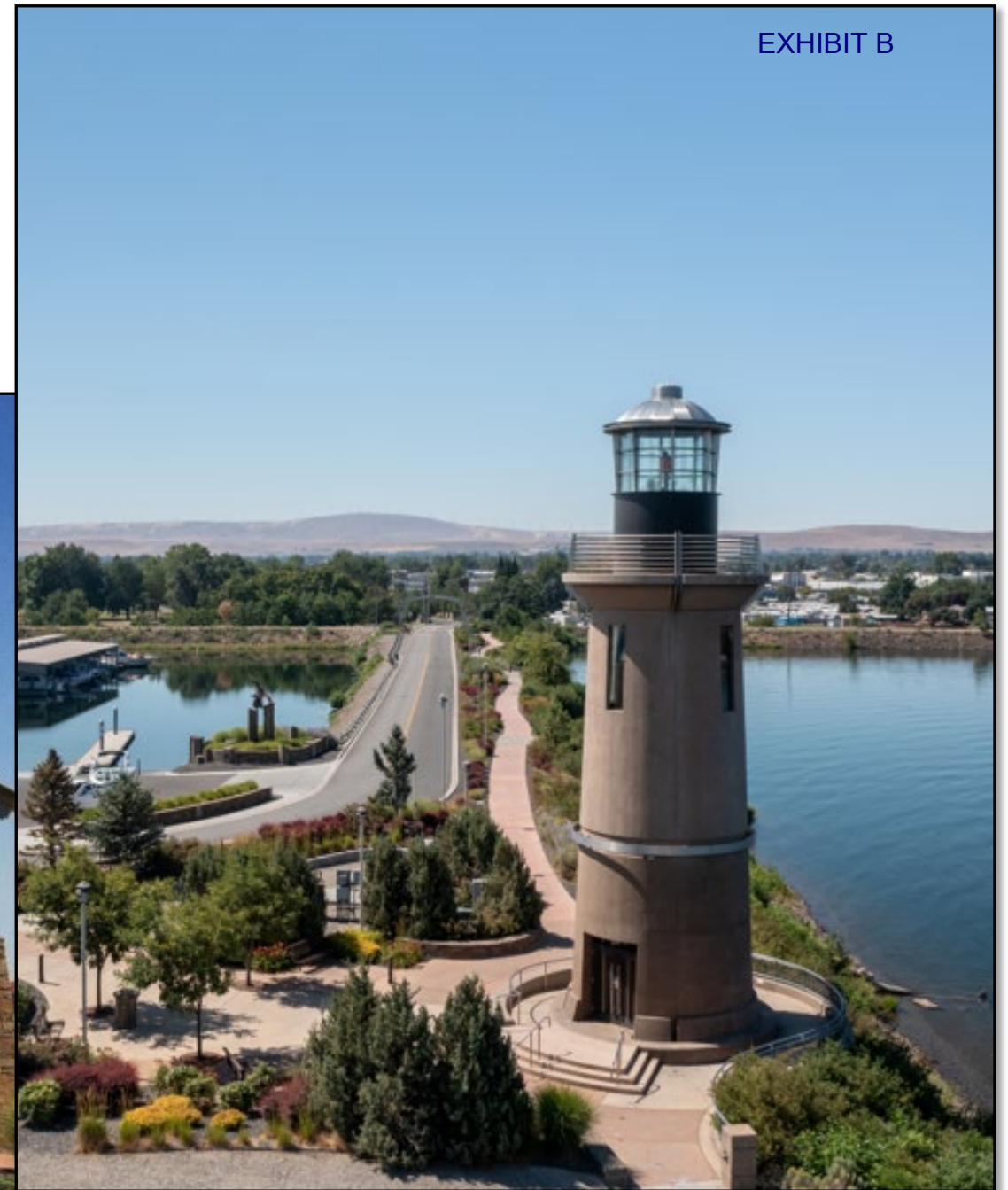
**Agency Priorities: Housing, Equity, Climate Change**

## West Causeway, Lighthouse & Gateway

\$ 500,000 RCO ALEA

\$ 322,350 City HUD/CDBG

\$1,105,650 Port Match







**Clover Island Boat Launch Restroom**

\$ 238,146 RCO Boating Facilities Grant

\$ 357,208 Port Match

\$ 6,000 Private Party Basalt Benches



**Columbia Gardens Phase 2a**

\$ 550,000 Benton County RCCF *Port* Allocation

\$ 550,000 Benton County RCCF *City* Allocation

\$ 150,000 Hanford Area Economic Investment Fund



## Local Parks Maintenance Grant for Clover Island

156 grants submitted – **ONLY 39 funded!**  
One of only two grants awarded to port districts

**\$82,375**

*no match required*

*However, State has new criteria for grants*



*Grant Scoring  
Criteria  
Changing to  
be More  
Equitable*

# Grants Secured

**\$13.4 million** *since 2008*

***But it takes:***

Staff Resources/Opportunity Cost

Timing



***Project Fit***



***Matching Funds***

Reporting

Maintenance





## George Cress

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**From:** Michael Mehaffy <michael.mehaffy@gmail.com>  
**Sent:** Wednesday, February 14, 2024 10:35 AM  
**To:** George Cress  
**Cc:** Len Burton  
**Subject:** Re: ICA Agreement Port of Kennewick

Hi George,

The phrase "Areas of Potential Assistance from Port of Kennewick" referred to their funding, not to anything they need to do for us, or vice versa. I believe the Port did not stipulate the satisfaction of deliverables, only the intent that the funding be used for this purpose. So "Train staff to implement new design standards for City and Subarea" could be interpreted to mean actually enacting the design standards (i.e. "development regulations", the changes to Section 17) and then implementing them at Staff level. The Mayor also spoke about other updates in the City that aren't in the subarea plan, but I was not part of formulating those.

There was also language about making the site ready for orderly disposition, including marketing materials and the like. That is what we have in the draft website and related materials that could be made available in print or PDF form for further distribution. (It's close to being ready to launch, but obviously needs DNR's go-ahead as well as the adopted ordinance in place.)

By the way, as you saw, Matthew Matulovich wrote to me asking for an update, and I copied you on my response - I made a hint that we might want to discuss DNR participating in the shrub-steppe and cultural resources assessments, in order to proceed to make the site marketable for them. I haven't heard a response yet, but it might be worth asking for a meeting, at least to discuss next steps whether or not they can or will pay for any of it. (They might be more willing if they understand that we can't proceed otherwise!)

I do still have about half of my contract budget available, so there is no problem funding my work at this point. But the cultural resources and shrub-steppe assessment are obviously another matter.

Hope that helps -

Cheers, m

Michael W. Mehaffy, Ph.D.  
President, Structura Naturalis Inc.  
P.O. Box 2579  
White Salmon, WA 98672  
(503) 250-4449

On Wed, Feb 14, 2024 at 8:07 PM George Cress <[gcrest@ci.benton-city.wa.us](mailto:gcrest@ci.benton-city.wa.us)> wrote:

Michael

Good morning. For clarification, under Attachment B of the Interlocal Agreement, Areas of Potential Assistance from Port of Kennewick, Train staff to implement new design standards for City and Subarea. (Two different sets of design standards). Are they referring to providing Port of Kennewick two hard copies of the Design Standards or something else.

Thanks

George



George Cress, City Planner

City of Benton City

1009 Dale Ave., Suite A

Benton City, WA 99320

Phone: 509-588-3322



## George Cress

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**From:** Michael Mehaffy <[michael.mehaffy@gmail.com](mailto:michael.mehaffy@gmail.com)>  
**Sent:** Thursday, February 8, 2024 7:54 AM  
**To:** Matulovich, Matthew (DNR); George Cress  
**Subject:** Re: Benton City

Hi Matthew,

My understanding is that George Cress (copied) has put things on hold based on the need for a critical areas study (as noted in a comment letter from Washington DOE) and other infrastructure funding issues. My own understanding is that we could proceed at least with the land use ordinance, but I will let George speak regarding the City's plans.

A conversation might also be good to discuss the need to get the site ready, not only by doing the critical areas study, but also the cultural resources study indicated by DAHP. Is this something that DNR participates in completing on its disposition sites, do you know? This is a very small jurisdiction as you know, and funding for this kind of work is not abundant. (My own work was funded by a contribution from the Port of Kennewick.)

Best, m

Michael W. Mehaffy, Ph.D.  
President, Structura Naturalis Inc.  
P.O. Box 2579  
White Salmon, WA 98672  
(503) 250-4449

On Wed, Feb 7, 2024 at 3:34 PM Matulovich, Matthew (DNR) <[Matthew.Matulovich@dnr.wa.gov](mailto:Matthew.Matulovich@dnr.wa.gov)> wrote:

Michael,

How is progress on Benton city?

MVM

**From:** Michael Mehaffy <[michael.mehaffy@gmail.com](mailto:michael.mehaffy@gmail.com)>  
**Sent:** Wednesday, November 15, 2023 9:53 AM

**To:** Matulovich, Matthew (DNR) <[Matthew.Matulovich@dnr.wa.gov](mailto:Matthew.Matulovich@dnr.wa.gov)>

**Subject:** Re: Benton City

External Email

Yes, had it on my list for this morning - here are:

- Subarea plan as adopted
- Charrette report including extensive public involvement (and Kari from DNR)

In addition, the City has just asked me to assemble some of our vision materials for a recruitment and marketing effort, including a website - obviously this is just an initial draft of the landing page, and there will be more pages as well as printed or ODF matter, etc. Obviously this is something we will want to work closely on with you:

<https://michaelmehaffy2.wixsite.com/benton-city-south>

(The links are to dummy pages for now, I will be updating those with the various subarea plan materials.)

We are also developing a zoning ordinance following the subarea and master plan, and that is being considered by the Council now. (I can share the draft with you when a bit farther along - but I am sure this is enough for now!)

Thx m

Michael W. Mehaffy, Ph.D.

President, Structura Naturalis Inc.

P.O. Box 2579

White Salmon, WA 98672

(503) 250-4449

On Wed, Nov 15, 2023 at 9:33 AM Matulovich, Matthew (DNR) <[Matthew.Matulovich@dnr.wa.gov](mailto:Matthew.Matulovich@dnr.wa.gov)> wrote:

Nichael,

you were going to send over some info on the Benton city site? Thx-

MVM



**Matthew V. Matulovich**

Transition Lands Planning Manager

Strategic Planning – Acquisitions & Divestitures

Washington State Department of Natural Resources

Cell: (564) 669.0897

[www.dnr.wa.gov](http://www.dnr.wa.gov)



## George Cress

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**From:** Michael Mehaffy <michael.mehaffy@gmail.com>  
**Sent:** Tuesday, February 6, 2024 9:09 AM  
**To:** George Cress  
**Cc:** Len Burton  
**Subject:** Re: Council/PC meetings?

OK thanks George!

Note that you can still proceed with the land use ordinance (as noted in our meeting the other day) and the other issues will just be conditions of construction proceeding.

Cheers, m

Michael W. Mehaffy, Ph.D.  
President, Structura Naturalis Inc.  
P.O. Box 2579  
White Salmon, WA 98672  
(503) 250-4449

On Tue, Feb 6, 2024 at 8:39 AM George Cress <[gccress@ci.benton-city.wa.us](mailto:gccress@ci.benton-city.wa.us)> wrote:

Michael

Good morning. Council has not scheduled a hearing date for the I-82 Sub Area Plan. We are currently in a pause mode while we investigate development costs associated with utilities, preliminary plats, biological assessments, and cultural surveys. So it's not a go for the February 20<sup>th</sup>, meeting.

Thanks

George



George Cress, City Planner

City of Benton City

1009 Dale Ave., Suite A

Benton City, WA 99320

Phone: 509-588-3322

**From:** Michael Mehaffy <[michael.mehaffy@gmail.com](mailto:michael.mehaffy@gmail.com)>

**Sent:** Monday, February 5, 2024 8:30 PM

**To:** George Cress <[gcrest@ci.benton-city.wa.us](mailto:gcrest@ci.benton-city.wa.us)>

**Subject:** Council/PC meetings?

Hi George,

I am still holding the date of February 20th for the next Council meeting on the I-82 South development regulations - but i also have another meeting the following day in Sequim. So if the 20th is not a go, it will be helpful to know so that I can head to Sequim earlier. If it IS a go, I can make that work too - I will just have to leave after our meeting for a late night drive over to Sequim. So please let me know when you can!

Thanks, m

Michael W. Mehaffy, Ph.D.

President, Structura Naturalis Inc.

P.O. Box 2579

White Salmon, WA 98672

(503) 250-4449

**Structura Naturalis Inc. Michael W. Mehaffy,  
Project Manager**

P.O. Box 2579 \* White Salmon, WA 98672 Tax ID: 93-  
1130678 \* (503) 250-4449

**Invoice**

February 1, 2024

**INV: 02-2024-02**

**TO: City of Benton City  
Attn M. Dukes  
1009 Dale Avenue, Suite A Benton  
City, WA 99320**

**FOR: I-82 South Sub Area Plan – Implementation  
(Contract dated 08/18/2023)**

**2.00 hours @ \$225/HR \$450.00**

**EXPENSES:**

**(None)**

**Total Due, This Invoice \$450.00**

**BILLING SUMMARY:**

<b>Contract Amount</b>	<b>\$20,000.00</b>
<b>Invoice 1 (November 1, 2023)</b>	<b>\$2,859.57</b>
<b>Invoice 2 (December 1, 2023)</b>	<b>\$4,556.25</b>
<b>Invoice 3 (January 1, 2024)</b>	<b>\$2,925.31</b>
<b><u>Invoice 4 (This invoice)</u></b>	<b><u>\$450.00</u></b>
<b>Total Invoiced to Date</b>	<b>\$10,172.07</b>
<b>Remaining to Invoice</b>	<b>\$9,827.93</b>

49.14%

*Thank you for your business!*

**Mehaffy Timesheet for I-82 South Sub Area Plan – Implementation - January 2024:**

01/02/24 Review WDFW letter, comment George C, Alan R	0.25
01/02/24 Contact BERK regarding shrubsteppe issue, get info, forward	0.25
01/03/24 Emails George, contact AHBL RE cultural resource issue	0.25
01/04/24 Review Emily W and Nicole S memo, emails	0.25
01/18/24 Emails George C RE contracts, schedule, planning for hearings	0.25
01/26/24 Zoom meeting – GC, Troy Maikis, WDFW, and followup email	0.75
Total Hours	2.00
Total Fee @ \$225/HR	\$450.00
Contract Amount	\$20,000.00
Invoice 1 (November 1, 2023)	\$2,859.57
Invoice 2 (December 1, 2023)	\$4,556.25
Invoice 3 (January 1, 2024)	\$2,306.25
<u>This invoice</u>	<u>\$450.00</u>
Total invoiced to date	\$10,172.07
Remaining to Invoice	\$9,827.93
	49.14%







## George Cress

---

**From:** Michael Mehaffy <michael.mehaffy@gmail.com>  
**Sent:** Friday, January 26, 2024 10:11 AM  
**To:** George Cress  
**Subject:** Next steps

Hi George,

Maybe a meeting with Matthew and DNR would be good, to see what if any willingness they have in participating in hiring a biologist? (i.e. funding!) We could start with an email and/or Zoom, but since they offered, I think an in-person meeting with WDFW would help to nail things down.

I agree that there doesn't seem to be any reason not to proceed with the land use ordinance - but the City Attorney can confirm?

Speaking of that, I have February 20th on my calendar - is that still a good date? I could come for a DNR and/or WDFW meeting beforehand if needed - although it would have to be 3PM or later. (I have to leave that evening, so the next day is not good either.) Or we could arrange another time...

Thanks, m

Michael W. Mehaffy, Ph.D.  
President, Structura Naturalis Inc.  
P.O. Box 2579  
White Salmon, WA 98672  
(503) 250-4449



## George Cress

---

**From:** Michael Mehaffy <michael.mehaffy@gmail.com>  
**Sent:** Friday, January 26, 2024 9:32 AM  
**To:** Maikis, Troy (DFW)  
**Cc:** George Cress  
**Subject:** Re: DUPLICATE INVITES

BTW I am on now.

[https://teams.microsoft.com/dl/launcher/launcher.html?url=%2F\\_%23%2F%2Fmeetup-join%2F19%3Ameeting\\_YjFkMGZjZmYtZjkwYi00NDFkLWFjOGEtOWNmZTA1Yjg2NDBi%40thread.v2%2F0%3Fcontext%3D%257b%2522Tid%2522%253a%252211d0e217-264e-400a-8ba0-57dcc127d72d%2522%252c%2522Oid%2522%253a%2522691c6226-0d4e-42fc-a113-6497eef15b1c%2522%257d%26anon%3Dtrue&type=meetup-join&deeplinkId=7065a39a-8ac5-4294-afb4-9b23aa9e02c1&directDl=true&msLaunch=true&enableMobilePage=true&suppressPrompt=true](https://teams.microsoft.com/dl/launcher/launcher.html?url=%2F_%23%2F%2Fmeetup-join%2F19%3Ameeting_YjFkMGZjZmYtZjkwYi00NDFkLWFjOGEtOWNmZTA1Yjg2NDBi%40thread.v2%2F0%3Fcontext%3D%257b%2522Tid%2522%253a%252211d0e217-264e-400a-8ba0-57dcc127d72d%2522%252c%2522Oid%2522%253a%2522691c6226-0d4e-42fc-a113-6497eef15b1c%2522%257d%26anon%3Dtrue&type=meetup-join&deeplinkId=7065a39a-8ac5-4294-afb4-9b23aa9e02c1&directDl=true&msLaunch=true&enableMobilePage=true&suppressPrompt=true)

On Fri, Jan 26, 2024 at 12:30 PM Michael Mehaffy <michael.mehaffy@gmail.com> wrote:  
OK then TEAMS it is! George please note.

On Fri, Jan 26, 2024 at 12:19 PM Maikis, Troy (DFW) <Troy.Maikis@dfw.wa.gov> wrote:

I propose the Teams invite. My supervisor had an interest in potentially attending and I do not know if she is included on the zoom link.

### Troy Maikis

Area Habitat Biologist; Benton and Franklin Counties

Washington Department of Fish & Wildlife

2620 Commercial Ave

Pasco, WA 99301

(509) 312-8117

---

**From:** Michael Mehaffy <michael.mehaffy@gmail.com>  
**Sent:** Friday, January 26, 2024 9:00 AM

**To:** George Cress <[gcrest@ci.benton-city.wa.us](mailto:gcrest@ci.benton-city.wa.us)>

**Cc:** Maikis, Troy (DFW) <[Troy.Maikis@dfw.wa.gov](mailto:Troy.Maikis@dfw.wa.gov)>

**Subject:** DUPLICATE INVITES

External Email

Hi both,

For our 9:30 meeting, we have both a Zoom invite and a Teams invite - which one do you prefer? (I am partial to Zoom myself, but happy with either.)

Below is George's Zoom link.

Thanks, m

Michael W. Mehaffy, Ph.D.

President, Structura Naturalis Inc.

P.O. Box 2579

White Salmon, WA 98672

(503) 250-4449

On Thu, Jan 25, 2024 at 1:30 PM George Cress <[gcrest@ci.benton-city.wa.us](mailto:gcrest@ci.benton-city.wa.us)> wrote:

George Cress is inviting you to a scheduled Zoom meeting.

Join Zoom Meeting

<https://zoom.us/j/4120790400?pwd=cjRlU2psZDBYQjBnY2lnNzFnSDNYdz09&omn=95503325916>

Meeting ID: 412 079 0400  
Passcode: ky2JMd





## George Cress

---

**From:** Michael Mehaffy <michael.mehaffy@gmail.com>  
**Sent:** Wednesday, January 24, 2024 7:56 AM  
**To:** George Cress; Len Burton  
**Subject:** Fwd: Benton City I-82 South Subarea Plan

p.s. offlist - we may also need to retain a biologist who can provide evidence for our position that either the habitat is not significant, or that we have a viable mitigation plan. So this is really just the first step in discussing that process.

Thanks, m

Michael W. Mehaffy, Ph.D.  
President, Structura Naturalis Inc.  
P.O. Box 2579  
White Salmon, WA 98672  
(503) 250-4449

----- Forwarded message -----

**From:** Michael Mehaffy <michael.mehaffy@gmail.com>  
**Date:** Wed, Jan 24, 2024 at 7:53 AM  
**Subject:** Re: Benton City I-82 South Subarea Plan  
**To:** Len Burton <lburton@ci.benton-city.wa.us>  
**Cc:** George Cress <gcress@ci.benton-city.wa.us>, Maikis, Troy (DFW) <Troy.Maikis@dfw.wa.gov>

Unfortunately I have a meeting at 1:30 on Friday.

We could go ahead with the meeting at 9:30, which is really just to find out what the WDFW process will need to be for reporting and monitoring, and then brief you on the results, Mayor Burton?

Thanks, m

Michael W. Mehaffy, Ph.D.  
President, Structura Naturalis Inc.  
P.O. Box 2579  
White Salmon, WA 98672  
(503) 250-4449

On Wed, Jan 24, 2024 at 6:39 AM Len Burton <lburton@ci.benton-city.wa.us> wrote:

Help,

I just noticed that I have union negotiations on Friday morning. Can we meet at 1:00 PM or later on Friday

Thanks

Len Burton

Mayor Benton City

**From:** George Cress <[ggress@ci.benton-city.wa.us](mailto:ggress@ci.benton-city.wa.us)>

**Sent:** Tuesday, January 23, 2024 1:27 PM

**To:** Maikis, Troy (DFW) <[Troy.Maikis@dfw.wa.gov](mailto:Troy.Maikis@dfw.wa.gov)>

**Cc:** Michael Mehaffy <[michael.mehaffy@gmail.com](mailto:michael.mehaffy@gmail.com)>; Len Burton <[lburton@ci.benton-city.wa.us](mailto:lburton@ci.benton-city.wa.us)>

**Subject:** RE: Benton City I-82 South Subarea Plan

Troy

Good afternoon. I'm available this Friday either in the AM or PM for the meeting. I can have a ZOOM link if need be.

Thanks

George



George Cress, City Planner

City of Benton City

1009 Dale Ave., Suite A

Benton City, WA 99320

Phone: 509-588-3322

**From:** Maikis, Troy (DFW) <[Troy.Maikis@dfw.wa.gov](mailto:Troy.Maikis@dfw.wa.gov)>

**Sent:** Tuesday, January 23, 2024 1:19 PM

**To:** Michael Mehaffy <[michael.mehaffy@gmail.com](mailto:michael.mehaffy@gmail.com)>

**Cc:** George Cress <[gcrest@ci.benton-city.wa.us](mailto:gcrest@ci.benton-city.wa.us)>; Len Burton <[lbarton@ci.benton-city.wa.us](mailto:lbarton@ci.benton-city.wa.us)>; Torrey, Elizabeth M (DFW) <[Elizabeth.Torrey@dfw.wa.gov](mailto:Elizabeth.Torrey@dfw.wa.gov)>

**Subject:** RE: Benton City I-82 South Subarea Plan

You don't often get email from [troy.maikis@dfw.wa.gov](mailto:troy.maikis@dfw.wa.gov). [Learn why this is important](#)

So far I have only heard back from Michael regarding a meeting this Friday. Is everyone else able to attend? I am available in the morning for either a virtual or in-person meeting (with a virtual option as Elizabeth Torrey would like to attend as well).

Thank you,

**Troy Maikis**

Area Habitat Biologist; Benton and Franklin Counties

Washington Department of Fish & Wildlife

2620 Commercial Ave

Pasco, WA 99301

(509) 312-8117

**From:** Michael Mehaffy <[michael.mehaffy@gmail.com](mailto:michael.mehaffy@gmail.com)>  
**Sent:** Friday, January 19, 2024 1:36 PM  
**To:** Maikis, Troy (DFW) <[Troy.Maikis@dfw.wa.gov](mailto:Troy.Maikis@dfw.wa.gov)>  
**Cc:** George Cress <[ggress@ci.benton-city.wa.us](mailto:ggress@ci.benton-city.wa.us)>; Len Burton <[lburton@ci.benton-city.wa.us](mailto:lburton@ci.benton-city.wa.us)>  
**Subject:** Re: Benton City I-82 South Subarea Plan

External Email

Yes, that works for me.

Cheers, m

Michael W. Mehaffy, Ph.D.

President, Structura Naturalis Inc.

P.O. Box 2579

White Salmon, WA 98672

(503) 250-4449

On Fri, Jan 19, 2024 at 12:59 PM Maikis, Troy (DFW) <[Troy.Maikis@dfw.wa.gov](mailto:Troy.Maikis@dfw.wa.gov)> wrote:

Would 9:30 on Friday the 26 work for everyone?

**Troy Maikis**

Area Habitat Biologist; Benton and Franklin Counties

Washington Department of Fish & Wildlife

2620 Commercial Ave

Pasco, WA 99301

(509) 312-8117

**From:** Michael Mehaffy <[michael.mehaffy@gmail.com](mailto:michael.mehaffy@gmail.com)>

**Sent:** Friday, January 19, 2024 12:56 PM

**To:** George Cress <[gcrest@ci.benton-city.wa.us](mailto:gcrest@ci.benton-city.wa.us)>

**Cc:** Maikis, Troy (DFW) <[Troy.Maikis@dfw.wa.gov](mailto:Troy.Maikis@dfw.wa.gov)>; Len Burton <[lbarton@ci.benton-city.wa.us](mailto:lbarton@ci.benton-city.wa.us)>

**Subject:** Re: Benton City I-82 South Subarea Plan

External Email

OK, I am fairly flexible next week. Troy, do you want to propose a couple of times?

Thanks, m

Michael W. Mehaffy, Ph.D.

President, Structura Naturalis Inc.

P.O. Box 2579

White Salmon, WA 98672

(503) 250-4449

On Fri, Jan 19, 2024 at 12:47 PM George Cress <[gcrest@ci.benton-city.wa.us](mailto:gcrest@ci.benton-city.wa.us)> wrote:

Troy

Greetings and good afternoon. City offices are closed today. Let's reschedule for next week.

Thanks

George



George Cress, City Planner

City of Benton City

1009 Dale Ave., Suite A

Benton City, WA 99320

Phone: 509-588-3322

**From:** Maikis, Troy (DFW) <[Troy.Maikis@dfw.wa.gov](mailto:Troy.Maikis@dfw.wa.gov)>

**Sent:** Friday, January 19, 2024 12:38 PM

**To:** George Cress <[ggress@ci.benton-city.wa.us](mailto:ggress@ci.benton-city.wa.us)>

**Cc:** Len Burton <[lbarton@ci.benton-city.wa.us](mailto:lbarton@ci.benton-city.wa.us)>; Michael Mehaffy <[michael.mehaffy@gmail.com](mailto:michael.mehaffy@gmail.com)>;  
Torrey, Elizabeth M (DFW) <[Elizabeth.Torrey@dfw.wa.gov](mailto:Elizabeth.Torrey@dfw.wa.gov)>

**Subject:** RE: Benton City I-82 South Subarea Plan

Some people who received this message don't often get email from [troy.maikis@dfw.wa.gov](mailto:troy.maikis@dfw.wa.gov). [Learn why this is important](#)

Hello all,

As I was getting ready for our conversation this afternoon, I realized that we never finalized if we were meeting today at 1. Was everyone planning on meeting virtually or did we want to postpone our meeting to a later date?

Thank you,

**Troy Maikis**

Area Habitat Biologist; Benton and Franklin Counties

Washington Department of Fish & Wildlife

2620 Commercial Ave

Pasco, WA 99301

(509) 312-8117

---

**From:** Maikis, Troy (DFW)

**Sent:** Friday, January 12, 2024 10:29 AM

**To:** 'George Cress' <[ggress@ci.benton-city.wa.us](mailto:ggress@ci.benton-city.wa.us)>

**Cc:** Len Burton <[lburton@ci.benton-city.wa.us](mailto:lburton@ci.benton-city.wa.us)>; Michael Mehaffy <[michael.mehaffy@gmail.com](mailto:michael.mehaffy@gmail.com)>;  
Torrey, Elizabeth M (DFW) <[Elizabeth.Torrey@dfw.wa.gov](mailto:Elizabeth.Torrey@dfw.wa.gov)>

**Subject:** RE: Benton City I-82 South Subarea Plan

Hello all,

With winter having finally arrived, I suggest we meet virtually. I can set up a teams meeting if we would like but am fine with someone else setting it up as well. I will just caveat that my computer seems to dislike Google Meet for some reason.

Thank you,

**Troy Maikis**

Area Habitat Biologist; Benton and Franklin Counties

Washington Department of Fish & Wildlife

2620 Commercial Ave

Pasco, WA 99301

(509) 312-8117

**From:** George Cress <[ggress@ci.benton-city.wa.us](mailto:ggress@ci.benton-city.wa.us)>

**Sent:** Friday, January 12, 2024 10:13 AM

**To:** Maikis, Troy (DFW) <[Troy.Maikis@dfw.wa.gov](mailto:Troy.Maikis@dfw.wa.gov)>

**Cc:** Len Burton <[lbarton@ci.benton-city.wa.us](mailto:lbarton@ci.benton-city.wa.us)>; Michael Mehaffy <[michael.mehaffy@gmail.com](mailto:michael.mehaffy@gmail.com)>

**Subject:** RE: Benton City I-82 South Subarea Plan

External Email

Troy

Greetings and good morning. I'm available for a meeting next Friday, January 19<sup>th</sup> at 1:00 PM.

Thanks

George



George Cress, City Planner

City of Benton City

1009 Dale Ave., Suite A

Benton City, WA 99320

Phone: 509-588-3322



**From:** Maikis, Troy (DFW) <[Troy.Maikis@dfw.wa.gov](mailto:Troy.Maikis@dfw.wa.gov)>  
**Sent:** Tuesday, January 9, 2024 3:11 PM  
**To:** Michael Mehaffy <[michael.mehaffy@gmail.com](mailto:michael.mehaffy@gmail.com)>  
**Cc:** George Cress <[ggress@ci.benton-city.wa.us](mailto:ggress@ci.benton-city.wa.us)>; Torrey, Elizabeth M (DFW) <[Elizabeth.Torrey@dfw.wa.gov](mailto:Elizabeth.Torrey@dfw.wa.gov)>  
**Subject:** RE: Benton City I-82 South Subarea Plan

You don't often get email from [troy.maikis@dfw.wa.gov](mailto:troy.maikis@dfw.wa.gov). [Learn why this is important](#)

I have some personal stuff that came up today that may make the rest of this week a bit difficult for me to meet. How about we plan for the afternoon of Friday the 19<sup>th</sup>? Maybe 1:00ish?

Thank you,

**Troy Maikis**

Area Habitat Biologist; Benton and Franklin Counties

Washington Department of Fish & Wildlife

2620 Commercial Ave

Pasco, WA 99301

(509) 312-8117

**From:** Michael Mehaffy <[michael.mehaffy@gmail.com](mailto:michael.mehaffy@gmail.com)>  
**Sent:** Monday, January 8, 2024 4:06 PM  
**To:** Maikis, Troy (DFW) <[Troy.Maikis@dfw.wa.gov](mailto:Troy.Maikis@dfw.wa.gov)>  
**Subject:** Re: Benton City I-82 South Subarea Plan

External Email

Those times will also work for me, except Wednesday after 2pm.

Thanks m

Michael W. Mehaffy, Ph.D.

President, Structura Naturalis Inc.

P.O. Box 2579

White Salmon, WA 98672

(503) 250-4449

On Mon, Jan 8, 2024 at 6:48 PM Maikis, Troy (DFW) <[Troy.Maikis@dfw.wa.gov](mailto:Troy.Maikis@dfw.wa.gov)> wrote:

Greetings,

I would be able to meet this week on Thursday or Friday between 12:00 and 4:00 or next week on Wednesday or Friday any time.

Thank you,

**Troy Maikis**

Area Habitat Biologist; Benton and Franklin Counties

Washington Department of Fish & Wildlife

[2620 Commercial Ave](#)

[Pasco, WA 99301](#)

[\(509\) 312-8117](#)

**From:** George Cress <[gcrest@ci.benton-city.wa.us](mailto:gcrest@ci.benton-city.wa.us)>

**Sent:** Tuesday, January 2, 2024 2:33 PM

**To:** Maikis, Troy (DFW) <[Troy.Maikis@dfw.wa.gov](mailto:Troy.Maikis@dfw.wa.gov)>  
**Cc:** Michael Mehaffy <[michael.mehaffy@gmail.com](mailto:michael.mehaffy@gmail.com)>  
**Subject:** Benton City I-82 South Subarea Plan

External Email

Troy

Greetings and good afternoon. I would like to schedule a meeting with you and Michael Mehaffy, author of the Plan, to discuss your comments regarding Benton City's undertaking a habitat assessment for the I-82 Subarea Plan.

We are currently in discussions with DNR to move forward with this project.

Thanks

George



George Cress, City Planner

[City of Benton City](#)

[1009 Dale Ave., Suite A](#)

[Benton City, WA 99320](#)

Phone: 509-588-3322



## George Cress

---

**From:** Michael Mehaffy <michael.mehaffy@gmail.com>  
**Sent:** Tuesday, January 16, 2024 1:49 PM  
**To:** George Cress  
**Subject:** Re: Port of Benton Grant/Contract I-82 Sub Area Plan

Right, and my part of that is 20K, as you see. And we are about halfway through it at present.

Cheers, m

Michael W. Mehaffy, Ph.D.  
President, Structura Naturalis Inc.  
P.O. Box 2579  
White Salmon, WA 98672  
(503) 250-4449

On Tue, Jan 16, 2024 at 1:09 PM George Cress <[gcrest@ci.benton-city.wa.us](mailto:gcrest@ci.benton-city.wa.us)> wrote:

Michael

Thanks for sending your contract information. I was looking for the Port of Kennewick contract language as well. I thought the \$40K grant was with Port of Benton but you're right it is through Port of Kennewick.

Thanks

George



George Cress, City Planner

City of Benton City

1009 Dale Ave., Suite A

Benton City, WA 99320

Phone: 509-588-3322

**From:** Michael Mehaffy <[michael.mehaffy@gmail.com](mailto:michael.mehaffy@gmail.com)>

**Sent:** Tuesday, January 16, 2024 12:58 PM

**To:** George Cress <[gcrest@ci.benton-city.wa.us](mailto:gcrest@ci.benton-city.wa.us)>

**Subject:** Re: Port of Benton Grant/Contract I-82 Sub Area Plan

Hi George,

You mean Benton City? Here they are - actually one subcontract (to AHBL) and two direct contracts. The third contract (still in effect) was funded by the Port of Kennewick, in case that's what you were thinking of.

By the way, out of the original \$20,000 contract amount for the current contract, there is a remaining balance of \$10,052.93 as of today.

Let me know if you have any other questions.

Cheers, m

Michael W. Mehaffy, Ph.D.

President, Structura Naturalis Inc.

P.O. Box 2579

White Salmon, WA 98672

(503) 250-4449

On Tue, Jan 16, 2024 at 11:55 AM George Cress <[gcrest@ci.benton-city.wa.us](mailto:gcrest@ci.benton-city.wa.us)> wrote:

Michael

Good morning. Please email me a copy of the Port of Benton grant/contract for your I-82 Sub Area Plan work. Our auditors are on an inquisition.

Thanks

George



George Cress, City Planner

City of Benton City

1009 Dale Ave., Suite A

Benton City, WA 99320

Phone: 509-588-3322





## George Cress

---

**From:** Michael Mehaffy <michael.mehaffy@gmail.com>  
**Sent:** Tuesday, January 16, 2024 12:58 PM  
**To:** George Cress  
**Subject:** Re: Port of Benton Grant/Contract I-82 Sub Area Plan  
**Attachments:** 20220620 SubAgrmt (Structura) (REV) 2200500.69 SIGNED MWM.pdf; 2023-1 Resolution - Agreement with Structura Naturalis.pdf; 2023-24 Resolution - Professional Services Agrmt Structura Naturalis Inc - EXECUTED.pdf

Hi George,

You mean Benton City? Here they are - actually one subcontract (to AHBL) and two direct contracts. The third contract (still in effect) was funded by the Port of Kennewick, in case that's what you were thinking of.

By the way, out of the original \$20,000 contract amount for the current contract, there is a remaining balance of \$10,052.93 as of today.

Let me know if you have any other questions.

Cheers, m

Michael W. Mehaffy, Ph.D.  
President, Structura Naturalis Inc.  
P.O. Box 2579  
White Salmon, WA 98672  
(503) 250-4449

On Tue, Jan 16, 2024 at 11:55 AM George Cress <[ggress@ci.benton-city.wa.us](mailto:ggress@ci.benton-city.wa.us)> wrote:

Michael

Good morning. Please email me a copy of the Port of Benton grant/contract for your I-82 Sub Area Plan work. Our auditors are on an inquisition.

Thanks

George



George Cress, City Planner

City of Benton City

1009 Dale Ave., Suite A

Benton City, WA 99320

Phone: 509-588-3322



# AGREEMENT FOR PROFESSIONAL SERVICES



**REVISED**

AGREEMENT made as of the 20th day of June, in the year 2022 between:

AHBL, Inc. (Consultant)  
2215 North 30th Street, Suite 300  
Tacoma, WA 98403

and

**Structura Naturalis Inc. (Subconsultant) PO Box 2579  
White Salmon, WA 98672**

Structura Naturalis Inc. (Subconsultant) has entered into an agreement, hereinafter known as the "Consultant Agreement" with City of Benton City for design services for I-82 South Sub Area Plan, WKH<sup>3</sup>URMHFW, AHBL Project No. 2200500.69.

The CONSULTANT and the SUBCONSULTANT agree as follows.

## ARTICLE 1. DESCRIPTION OF SCOPE

SUBCONSULTANT shall provide the CONSULTANT with the following professional services in the same manner and to the same extent as the CONSULTANT is bound by its contract with City of Benton City to provide such services under the Consultant Agreement.

### Task 1: Community and Stakeholder Engagement ± T&E, NTE \$5,460

Description: Plan for and facilitate community and stakeholder engagement meetings. SUBCONSULTANT understands that the project will include input and participation from two distinct groups: the general public (the Community) and a group of designated individuals that form a Stakeholder Group. For each meeting, SUBCONSULTANT will prepare the agenda, prepare/bring applicable exhibits, prepare the presentation, and co-facilitate dialogue with the attendees. The anticipated timeline for this item is June 2022 through August 2022. The primary purpose of this task is to gather community input for goals/policies for future development, as well as preferences for community character objectives, that will be incorporated into the plan (see Task 5).

*Note: The City shall be responsible for all meeting notices, reserving the venue (or alternatively scheduling a virtual meeting), and assembling the Stakeholder Group. SUBCONSULTANT will facilitate two meetings, scheduled to take place during one trip. The timeline for this task will overlap with the other tasks for this project. CONSULTANT planning staff is available to attend meetings and assist with meeting facilitation or support to SUBCONSULTANT, as requested, providing up to 8 hours of additional meeting support.*

Deliverables: Meeting agendas, exhibits/presentation materials, report. This task budget includes driving time and time at the meetings.

### Task 2: Site Evaluation ± T&E, NTE \$1,680

Description: The Site evaluation portion of this project has been completed and draft copies of CONSULTANT market analysis memo are available. SUBCONSULTANT will perform site evaluation work.

Deliverables: Site visit, additional research, photograph the site.

### Task 3: Concept Plan Alternatives ± T&E, NTE \$15,540

Description: SUBCONSULTANT team will develop three (3) alternatives, and then finalize one (1) synthesis plan and present it to the stakeholders over Zoom. Such conceptual sketches will be similar in style and level of detail as Gateway Waterfront Site Planning: Analysis, Schematic Master Plan and Vision Materials prepared by Structura Naturalis et. al. July 2016 for Benton City.

*To assist in this effort, CONSULTANT will prepare one (1) existing conditions map that illustrates the current development pattern, property boundaries, topography, natural/cultural resources, and significant landmarks/icons. CONSULTANT will use readily available information for the base map, which may include GIS shapefiles and aerial photograph; no land survey services are included in this scope of services. The City will provide to CONSULTANT the general locations for utilities, and natural/cultural resources.*

Deliverables: Three (3) concept plan alternatives that illustrate different development scenarios and one (1) final synthesis; presentation via zoom; reports, plans, and drawings.

**Task 4: Master Plan ± T&E, NTE \$840**

Description: Support CONSULTANT in developing a final Sub-Area Plan that illustrates the locally preferred project design. The Plan will include a diagrammatic, plan-view map that illustrates the primary roadways, trails, land use area, and open space. SUBCONSULTANT may also prepare additional maps (framework plans) that provide conceptual design to highlight future utilities, transportation networks, and open space areas.

Deliverables: SUBCONSULTANT team to provide 4 hours of on-call assistance to CONSULTANT for this task.

AHBL, Inc. General Provisions for  
Subconsultant Agreement for Professional Services  
Revised June 2019

**Task 5: Land Use and Policy Plan ± T&E, NTE \$840**

Description: CONSULTANT will take the lead role in writing and preparing a land use and policy plan that will be developed. The land use and policy plan will summarize the project vision, explore demographic and employment forecasts, describe the master plan and components thereof, list land use policies, and recommend associated capital improvements. The land use policies will address future land uses and establishes general design criteria that will influence future development. Input obtained through the community/stakeholder engagement tasks will be incorporated. CONSULTANT will format and lay out the plan using readily available software applications; the plan will include associated exhibits and illustrations. SUBCONSULTANT will support this effort.

Deliverables: SUBCONSULTANT team to provide 4 hours of on-call assistance to CONSULTANT for this task.

**Task 6: Environmental Review and Plan Adoption ± T&E, NTE \$840**

Description: CONSULTANT will assist City staff in the final plan adoption process. CONSULTANT will prepare a SEPA Checklist for the nonproject action and will write a formal staff report for the Planning Commission and City Council. CONSULTANT will participate in two (2) work sessions with the Planning Commission and two (2) work sessions with the City Council; the SUBCONSULTANT will educate the Planning Commission and the City Council on the plan processes and draft components therein. CONSULTANT will participate/present at one (1) hearing with the Planning Commission and up to two (2) hearings/meetings with the City Council in association with the plan adoption. CONSULTANT will prepare the presentations and associated exhibits, while the City will be responsible for notice and scheduling the meetings/hearings.

Deliverables: SUBCONSULTANT team to provide 4 hours of on-call assistance to CONSULTANT for this task.

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be deleted), is attached as **Exhibit A** and is made a part of this Agreement. SUBCONSULTANT shall comply with any required subconsultant flowdown provisions outlined in the Consultant Agreement. If a conflict occurs between the terms of this agreement and the terms of the Consultant Agreement, the terms of the Consultant Agreement shall prevail.

This Subcontract, together with all documents, specifications, and drawings incorporated herein by or reference, constitutes the entire agreement between the CONSULTANT and the SUBCONSULTANT, and there are no terms, conditions, or provisions, either oral or written, between the parties other than those therein contained, and this Subcontract supersedes any and all oral or written representations, inducements, or understandings of any kind or nature between the parties relating to the work.

**ARTICLE 2. INDEPENDENT CONSULTANT**

SUBCONSULTANT shall be deemed to be an independent contractor in all its operations and activities hereunder. The employees furnished shall be SUBCONSULTANT's employees exclusively and said employees shall be paid by SUBCONSULTANT for all services in this connection. The SUBCONSULTANT shall be responsible for all taxes, including but not limited to, Federal, State, and Local income taxes, and other reports and deductions required by any applicable State or Federal law.

**ARTICLE 3. PERFORMANCE**

SUBCONSULTANT's work performed pursuant to this Subcontract will be performed in a workmanlike manner and in accordance with the standards of the profession. Except for latent defects, fraud, or such gross mistakes of SUBCONSULTANT that amount to fraud, notice of any defect or non-conformity may be given by the CONSULTANT to SUBCONSULTANT at any time prior to the expiration of six (6) years after final acceptance by CONSULTANT of such work. In the event of fraud, gross mistakes, or latent defects, CONSULTANT may require SUBCONSULTANT to correct any resulting defects at any time, at SUBCONSULTANT's sole expense.

**ARTICLE 4. OWNERSHIP OF DOCUMENTS**

SUBCONSULTANT shall have unlimited rights to all drawings, designs, specifications, notes, and other work developed by the SUBCONSULTANT in the performance of this contract, unless otherwise stipulated in the CONSULTANT Contract with \$+%&V&OLHQW.

**ARTICLE 5. ASSIGNMENT OF CLAIMS**

SUBCONSULTANT shall not make an assignment of contract proceeds or claims arising under this Subcontract without obtaining prior permission, in writing, from the CONSULTANT. In the event such assignment is authorized, SUBCONSULTANT, and not the assignee, shall prepare and submit invoices. Where such an assignment has been made, the paid invoice will be mailed directly to the assignee.

**ARTICLE 6. LAWS AND REGULATIONS**

SUBCONSULTANT, its employees and representatives, shall at all times comply with any and all applicable laws, ordinances, statutes, rules, and regulations of the Federal, State, or Local government, including, but expressly not limited to those relating to wages, hours, and working conditions.

The Subcontract shall be construed and interpreted solely in accordance with the laws of the State of Washington.

**ARTICLE 7. DISPUTES**

Mediation. In the event of any dispute between the CONSULTANT and the SUBCONSULTANT arising out of or relating to this Agreement,

such dispute shall be submitted, at the sole option of the CONSULTANT, to non-binding mediation. The SUBCONSULTANT agrees to participate in the mediation process in good faith upon receiving written notice, within the time limitation set forth below, from the CONSULTANT of the election by CONSULTANT WRVXEMHFWGDLVSWXWHWRPHGLDWRQ\*1RWLFRHRI(OHFWLRQWROHGLDWH'. Prior to commencing litigation against the CONSULTANT, the SUBCONSULTANT shall, within the time limitation set forth below, provide the CONSULTANT with written notice of the SUBCONSULTANT's setting forth the nature of the dispute and the SUBCONSULTANT's surrounding such dispute and claim(s), and a statement of the SUBCONSULTANT's receipt of Notice of Intent to Litigate the CONSULTANT has not given the SUBCONSULTANT Notice of Election to Mediate, the SUBCONSULTANT may commence litigation. The SUBCONSULTANT may specifically enforce this mediation provision, whether through a motion to compel mediation or otherwise. Unless the SUBCONSULTANT and the CONSULTANT subsequently agree otherwise in writing, the mediation will be conducted under the auspices of the American Arbitration Association, Seattle Chapter, acting under its Construction Industry Mediation Rules. Each party shall pay one-half of the mediation costs. Each party shall participate in the mediation process in good faith.

AHBL, Inc. General Provisions for  
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Revised June 2019

**Litigation.** If the CONSULTANT elects not to mediate a dispute or if mediation is conducted but does not fully resolve all disputes and/or claims, either the SUBCONSULTANT or the CONSULTANT may commence litigation upon the termination of mediation. In that case, both parties agree that venue of any litigation shall be in Pierce County, Washington. If litigation is not commenced within ninety (90) days of the termination of the mediation proceedings between the parties, the claims that were the subject of the mediation proceedings shall be forever barred.

**Attorney Fees.** In the event of litigation between the SUBCONSULTANT and the CONSULTANT arising out of or related to this Agreement, or the breach or alleged breach thereof, the prevailing party shall be awarded its costs, actual attorney fees, and expert witness fees, including such costs and fees incurred prior to litigation including those incurred in connection with mediation. The prevailing party shall also be awarded compensation for time spent by its personnel in helping to prosecute or defend the litigation at prevailing billing rates.

**Time Limitation.** Any litigation arising out of or related to this Agreement, or the breach or alleged breach of this Agreement, must be commenced within one year of the date on which the SUBCONSULTANT last performs services pursuant to this Agreement. Claims by one party against the other, whether the basis of any such claim is known or unknown, shall be forever barred if not commenced within that one-year time period. This limitation period shall be tolled upon the CONSULTANT's service of a Notice of Election to Mediate or the SUBCONSULTANT's service of a Notice of Intention to Litigate, and shall recommence running upon the termination of mediation proceedings or, in the event the CONSULTANT does not elect to mediate, fourteen (14) days following service of the Notice of Intent to Litigate.

#### ARTICLE 8. TERMINATION

This Agreement and any modification thereof may be terminated by the CONSULTANT at its absolute discretion with or without cause upon ten (10) days written notice. Upon such termination, the SUBCONSULTANT shall be paid the reasonable value of any completed work in any stage of this Agreement which has been satisfactorily performed, and the compensation for which has not already been paid hereunder, as determined jointly by the SUBCONSULTANT and the CONSULTANT. Upon any such termination, the SUBCONSULTANT shall render a final report on its work performed up to the date of such termination, and shall turn over reproducible copies of all maps, reports and other materials prepared for the CONSULTANT.

#### ARTICLE 9. INDEMNIFICATION.

SUBCONSULTANT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CONSULTANT, its officers, directors and employees (collectively, CONSULTANT) against all damages, liabilities or costs, including defense costs, to the extent caused by the SUBCONSULTANT or anyone for whom the SUBCONSULTANT is legally liable.

CONSULTANT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the SUBCONSULTANT, its officers, directors, employees and subconsultants (collectively, SUBCONSULTANT) against all damages, liabilities or costs, including defense costs, to the extent caused by the CONSULTANT's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the CONSULTANT is legally liable.

Neither the CONSULTANT nor the SUBCONSULTANT shall be obligated to indemnify the other party in any manner whatsoever for the acts of its contractors, subcontractors or consultants or anyone for whom the CONSULTANT is legally liable.

#### ARTICLE 10. INSURANCE

SUBCONSULTANT shall maintain all forms of insurance required by law in the State of Washington. The SUBCONSULTANT shall provide professional liability insurance in the amount of \$1,000,000 at no additional cost to the CONSULTANT. Said insurance shall be issued by an insurance carrier approved in advanced by the CONSULTANT and licensed to provide such coverage in the State of Washington. Said insurance shall cover all negligent acts, errors, and omissions by the SUBCONSULTANT, his firm, his agents, his employees, and any of his subconsultants. The policy shall remain in effect for the duration of the Project and for at least one (1) year following Substantial Completion (Required Coverage Period). During the Required Coverage Period, SUBCONSULTANT shall notify the CONSULTANT of any claim which may materially impair the level of coverage. In such event, the CONSULTANT or the SUBCONSULTANT shall have the right to require SUBCONSULTANT to obtain additional coverage to assure \$1 million of available insurance for the Project for each liability coverage. The SUBCONSULTANT shall not be required to obtain such additional coverage unless a written demand is received by the SUBCONSULTANT or the CONSULTANT within 45 days of the notice of impairment. SUBCONSULTANT shall submit proof of such insurance to the CONSULTANT before submittal of the first invoice to the CONSULTANT, at the anniversary date(s) of the submittal, and any time when a material change in coverage, carriers, or underwriters occurs.

SUBCONSULTANT shall also maintain insurance coverage for comprehensive general liability in the amount of \$1,000,000 per occurrence, \$2,000,000 aggregate; automobile liability in the amount of \$1,000,000 per occurrence. SUBCONSULTANT shall submit proof of such insurance to the CONSULTANT before submittal of the first invoice to the CONSULTANT, at the anniversary date(s) of the submittal, and any time when a material change in coverage, carriers, or underwriters occurs. The maintenance in full current force and effect of such coverage shall be a condition precedent to the CONSULTANT's obligation to pay under this Agreement. In addition, the general liability and automobile liability insurance policies shall include the CONSULTANT as additionally insured.

All insurance policies (professional liability, general liability, automobile liability, and workers compensation) shall incorporate a provision

requiring written notice to the CONSULTANT and \$+%/¶V&OLHQW at least thirty (30) days prior to any cancellation of the policies.

**ARTICLE 11. SEVERABILITY**

It is agreed between the parties that in the event that any clause, paragraph, statement, or exhibit to this Agreement is found to be invalid for any reason, the balance of the Agreement shall remain in full force and effect.

**ARTICLE 12. COMPLIANCE**

SUBCONSULTANT shall comply with all the terms, conditions, flow-down provisions, and other SURYLVLQRQVHVWIRUWKE\$+%/¶V&OLHQWLQWKH Consultant Contract or Agreement.

**ARTICLE 13. GENERAL FORM**

This is a general form of Subcontract designed for use in any State or Territory of the United States of America and any foreign country where the CONSULTANT is performing work, and any provisions which in any way contravene the laws of the State, Territory, or foreign country where the work is done shall not be deemed a part of this subcontract.

**ARTICLE 14. SPECIAL PROVISIONS**

Special provisions, conditions, modifications, and/or schedules which may be required, are contained in attachments or exhibits to this Agreement.

AHBL, Inc. General Provisions for  
Subconsultant Agreement for Professional Services  
Revised June 2019

**ARTICLE 15. EQUAL EMPLOYMENT OPPORTUNITY**

SUBCONSULTANT agrees to take all steps necessary to comply with all federal, state, and City laws and policies regarding non-discrimination and equal employment opportunities. The SUBCONSULTANT shall not discriminate in any employment action because of race, religion, creed, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, familial status, veteran or military status, the presence of any sensory, mental or physical disability or the use of a trained dog guide or service animal by a disabled person. In the event of non-compliance by the SUBCONSULTANT with any of the non-discrimination provisions of this Contract, the CONSULTANT shall be deemed to have cause to terminate this Contract, in whole or in part.

**ARTICLE 16. INVOICES/PAYMENTS**

For services, as described in Article 1, compensation shall be computed as follows:

**Time and expense, not to exceed the following:**

Tasks 1 through 6:	\$25,200
Reimbursable Expenses:	900
<b>Total (T&amp;E, NTE)</b>	<b>\$26,100</b>

SUBCONSULTANT shall submit to the CONSULTANT invoices for services rendered on a monthly basis. To be included in the CONSULTANT's invoice to AHBL's Client for the current month, SUBCONSULTANT's invoices must be received by the CONSULTANT by the 20th day of each month. Invoices received after the 20th day of the month will be included in the following month's invoice to AHBL's Client. Payments to SUBCONSULTANT will be made within 30 days of receipt of same from AHBL's Client.

The "AHBL Project No." must be referenced on all invoices.



SUBCONSULTANT shall submit invoices to the CONSULTANT at the following address:

**AHBL, Inc.**  
**Attn: Accounts Payable**  
**2215 North 30<sup>th</sup> Street, Suite 300**  
**Tacoma, WA 98403-3350**

For all emailed invoices, [accounting@ahbl.com](mailto:accounting@ahbl.com) must be included as a recipient.

This Agreement entered into as of the day and year first written above.

**Structura Naturalis Inc. (Subconsultant)**

	<b>President</b>
SUBCONSULTANT SIGNATURE	TITLE
	<b>Principal</b>
AHBL, INC. SIGNATURE	TITLE
(AHBL Project No. 2200500.69)	

<b>June 28, 2022</b>
DATE
<b>June 20, 2022</b>
DATE

# EXHIBIT A

## Formal Task Assignment Document

*AHBL Job No. 2200500.69*

*REVISED*

The general provisions and clauses of the **Personal Services Agreement** dated September 15, 2020 shall be in full force and effect for this Task Assignment.

Location of Project: Incorporated lands south of I-82 (No. 120973000008004, -8005, and 120971000002000)

Project Title: I-82 South Sub Area Plan

Maximum Amount Payable Per Task Assignment:

Completion Date: February 28, 2022 September 30, 2022

### Description of Work:

*This project ~~may include~~ includes the management of subconsultants: ECONorthwest (for the Task 2.2 Site Evaluation) and Structura Naturalis Inc. (Michael Mahaffy)*

**Task 1 – Community and Stakeholder Engagement:** The consultant will plan for and facilitate community and stakeholder engagement meetings. The consultant understands that the project will include input and participation from two distinct groups; the general public (the Community) and a group of designated individuals that form a Stakeholder Group. For each meeting, the Consultant will prepare the agenda, prepare/bring applicable exhibits, prepare the presentation, and co-facilitate dialogue with the attendees. The City shall be responsible for all meeting notices, reserving the venue (or alternatively scheduling a virtual meeting), and assembling the Stakeholder Group. The consultant will facilitate/plan up to three (3) general community meetings and up to three (3) stakeholder meetings. *The timeline for this task will overlap with the other tasks for this project.*

**Task 2 -Site Evaluation:** (1) The consultant will perform an evaluation of site conditions (current access, topography, soil types, groundwater levels, potential mineral and natural resource assets, views, etc.) and provide findings in a written memo. (2) The consultant will provide a high-level market analysis to identify potential users such as wine industry manufacturers and other industries that can create employment opportunities and to assess current demand for residential lots (studies and existing documents will be consulted, such as the New Economy Target Industry Analysis cited in the Benton-Franklin CEDS and the City of Kennewick Industrial Zone Land Assessment (2017) which looked at the supply and demand of Industrial property in the region). The market analysis will be provided in a memo, and will be supplemented by a simple list of economic development program opportunities that the city could explore (such as an innovation partnership zone, Tax Increment Financing if authorized by the state legislature, etc.) *Note: This scope will not include any investigation or study of residential land value (i.e. the underlying value of the land from a long-term lease perspective), development feasibility (will projects "Pencil out"?) but such work could be completed under a separate task if desired.*

**Task 3 – Concept Plan Alternatives:** The Consultant will create up to three (3) concept plan alternatives that illustrate different development scenarios. The concept plan alternatives will be created as diagrammatic, plan-view maps that illustrate the primary roadways, trail connections, land use areas, and open space. The Consultant will provide up to two (2) rounds of revisions for each alternative. The Consultant will prepare one (1) existing conditions map that illustrates the current development pattern, property boundaries, topography, natural/cultural resources, and significant landmarks/icons. The Consultant will use readily available information for the base map, which may include GIS shapefiles and aerial photograph; no land survey services are included in this scope of services. The City will provide to the Consultant the general locations for utilities, and natural / cultural resources.

**Task 4 – Master Plan:** The Consultant will create a final Sub-area Plan that illustrates the locally preferred project design. The Plan will be created as a diagrammatic, plan-view map that illustrates the primary roadways, trails, land



use area, and open space. The Consultant will also prepare additional maps (framework plans) that provide conceptual design to highlight future utilities, transportation networks, and open space areas.

**Task 5 – Land Use and Policy Plan (Implementation Plan):** The Consultant will write a land use and policy plan that will be inserted into the City’s Comprehensive Plan. The land use and policy plan will summarize the project vision, explore demographic and employment forecasts, describe the master plan and components thereof, list land use policies, and recommend associated capital improvements. The land use policies will address future land uses and establishes general design criteria that will influence future development. The Consultant will incorporate input obtained through the community/stakeholder engagement tasks. The Consultant will format and layout the plan using readily available software applications; the plan will include associated exhibits and illustrations. The Consultant will provide up to two (2) rounds of revisions to the implementation plan.

**Task 6 – Environmental Review and Plan Adoption:** The Consultant will assist City staff in the final plan adoption process. The Consultant will prepare a SEPA Checklist for the nonproject action. The Consultant will write a formal staff report for the Planning Commission and City Council. The Consultant will participate in two (2) work sessions with the Planning Commission and two (2) work sessions with the City Council; the Consultant will educate the Planning Commission and the City Council on the plan processes and draft components therein. The Consultant will participate/present at one (1) hearing with the Planning Commission and up to two (2) hearings/meetings with the City Council in association with the plan adoption. The Consultant will prepare the presentations and associated exhibits. The City will be responsible for notice and scheduling the meetings/hearings.

- **Deliverables:**
  - Community and Stakeholder Engagement Notes
  - Existing Conditions Map
  - Site Evaluation Memo
  - Market Analysis
  - Three Concept Plan Alternatives
  - Master Plan featuring conceptual sketches by Structura Naturalis Inc. (Michael Mahaffy)
  - Up to three Framework Plans (e.g., utilities, open space, transportation)
  - Land Use and Policy Plan
  - Up to two separate Work Session Presentations
  - Staff Report
  - SEPA checklist
  - Adoption Presentation

Estimated Budget:

Task	Description	Fee
Task 1	Community & Stakeholder Engagement	
Task 2	Site Evaluation	
Task 3	Concept Plan Alternatives	
Task 4	Master Plan	
Task 5	Land Use & Policy Plan	
Task 6	Plan Adoption	
<b>Additional Budget Item</b>	<b>Sketches by Structura Naturalis Inc. (Michael Mahaffy)</b>	
	<b>Total:</b>	

City of Benton City Project Manager Signature: \_\_\_\_\_

*L. Johnson* Date: 3/24/22

AHBL Signature: *Michael Mahaffy*

Date: March 10, 2022

**RESOLUTION NO. 2020- 38**

**A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF BENTON CITY TO SIGN THE PERSONAL SERVICES AGREEMENT BETWEEN THE CITY OF BENTON CITY AND AHBL, INC.**

**WHEREAS**, the City desires to have certain services and/or tasks performed as set forth below requiring specialized skills, training, equipment, and other supportive capabilities; and

**WHEREAS**, the Consultant represents that it is qualified and possesses sufficient skills, experience, equipment, and necessary capabilities, including technical and professional expertise, when required, to perform the services and/or tasks as set forth in this Agreement upon which the City is relying; and

**WHEREAS**, the City currently employs a City Clerk-Treasurer who has typically been responsible for planning activities; and

**WHEREAS**, with the City's growth of development applications, there is an immediate need for assistance with State Environmental Policy Act (SEPA) processing, permitting, and land use/development projects; and

**WHEREAS**, the City requires the services of a qualified planning consultant; and

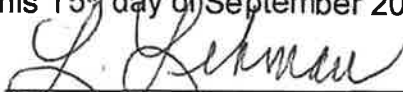
**WHEREAS**, the Consultant has experience and expertise to provide such qualified task basis planning services.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BENTON CITY, WASHINGTON**, hereby resolves as follows:

That the Mayor of the City of Benton City, Washington, is hereby authorized and directed to sign the Personal Services Agreement between the City of Benton City and AHBL, Inc., a copy of which is attached hereto and incorporated herein by reference as **Exhibit A**; and to take all necessary steps required to complete this transaction.

**ADOPTED** this 15<sup>th</sup> day of September 2020, by the City Council of the City of Benton City, Washington, and signed in authentication of its passage this 15<sup>th</sup> day of September 2020.

Resolution 2020-38 filed and recorded in the office of the City Clerk of the City of Benton City, Washington, this 15<sup>th</sup> day of September 2020.

  
\_\_\_\_\_  
Linda Lehman, Mayor

Attest:



Tiffany L. Coffland  
City Clerk/Treasurer

Approved as to Form:

---

Kerr Ferguson Law, PLLC  
City Attorney

**PERSONAL SERVICES AGREEMENT  
FOR  
TASK BASIS PLANNING SERVICES**

**THIS AGREEMENT** is made and entered into between the City of Benton City, Washington, a Municipal Corporation, hereinafter referred to as "City", and AHBL, Inc, hereinafter referred to as "Consultant", on this 15th day of September, 2020.

**WHEREAS**, the City desires to have certain services and/or tasks performed as set forth below requiring specialized skills, training, equipment, and other supportive capabilities; and

**WHEREAS**, the Consultant represents that it is qualified and possesses sufficient skills, experience, equipment, and necessary capabilities, including technical and professional expertise, when required, to perform the services and/or tasks as set forth in this Agreement upon which the City is relying; and

**WHEREAS**, the City currently employs a City Clerk-Treasurer who has typically been responsible for planning activities; and

**WHEREAS**, with the City's growth of development applications, there is an immediate need for assistance with State Environmental Policy Act (SEPA) processing, permitting, and land use/development projects; and

**WHEREAS**, the City requires the services of a qualified planning consultant; and

**WHEREAS**, the Consultant has experience and expertise to provide such qualified task basis planning services.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the Parties agree as follows:

1. **Scope of Services.** Consultant shall provide task basis planning services for the City to serve the City's citizens. Services shall include the daily operations of the City's planning duties, as well as project specific permitting and review. Examples of services may include, but are not limited to:
  - A. Answering zoning and other land use questions;
  - B. Attend pre-application meetings;
  - C. Communicate and coordinate with applicants, their consultants, and other City staff;
  - D. Conduct site visits;
  - E. Facilitate the Comprehensive Plan Update when required;

- F. Facilitate the Shoreline Master Program Update when required;
- G. Field study and observations of critical areas and wetlands habitats related to proposed development;
- H. Perform quality review and feedback on work items prepared by staff;
- I. Prepare agendas and attend meetings for the Planning Commission, Hearing Examiner and City Council;
- J. Process applications such as Conditional Use Permits, Shorts Plats (administrative review and approval), and Preliminary and Final Plats;
- K. Process text amendments to the development code;
- L. Provide training and guidance to staff;
- M. Provide expert analysis of complex projects and drafting supporting reports;
- N. Public noticing;
- O. Review applications for Code compliance;
- P. Review SEPA documentation for purposes of recommending additional studies, SEPA determination, and/or mitigation measures, and serve as the acting SEPA Responsible Official;
- Q. Review site plans (for building permits) for zoning compliance as needed; and
- R. Work with Department of Ecology and Department of Commerce when needed.
- S. Facilitate, review, or prepare Master Plans and Sub-Area Plans.

Consultant shall at all times comply with all Federal, State and local statutes, rules and ordinances applicable to the performance of such services. In addition, these services and all duties incidental or necessary thereto, shall be performed diligently and completely and in accordance with professional standards of conduct and performance.

2. **Compensation/Payments.** Upon approval of invoices by the City, the Consultant shall be paid by the City for completed work for services rendered under this Agreement as provided hereinafter.
  - A. The City will pay the Consultant at the rate set forth in Exhibit A, and such payment shall be full compensation for work performed or services rendered.

- B. No payment shall be made for any services rendered by the Consultant except for services identified and set forth in this Agreement except as may be authorized by a written supplemental agreement approved by the City.
  - C. The City shall pay the Consultant for work performed under this Agreement upon timely submitted invoices listing the dates/hours of work performed and expenses, if any, for which reimbursement is sought. The City shall approve all invoices before payment is issued. Payment shall occur within thirty (30) days of receipt and approval of an invoice.
3. **Term.** The term of this Agreement shall be for twenty-four (24) months from the date of execution and shall be renewable on a biennial basis, unless terminated earlier by either party in accordance with Section 4 of this Agreement.
4. **Termination.**
- A. The City reserves the right to terminate this Agreement at any time, with or without cause by giving thirty (30) days written notice to the Consultant. In the event of such termination or suspension, all finished or unfinished documents, reports, or other material prepared by Consultant pursuant to this Agreement shall be submitted to the City.
  - B. In the event this Agreement is terminated by the City, the Consultant shall be entitled to payment for all hours worked and reimbursable expenses incurred to the effective date of termination, less all payments previously made. This provision shall not prevent the City from seeking any legal remedies it may have for the violation or nonperformance of any of the provisions of this Agreement and any such charges due the City shall be deducted from the final payment due the Consultant. No payment shall be made by the City for any expenses incurred or work done following the effective date of termination unless authorized in advance in writing by the City.
  - C. The Consultant reserves the right to terminate this Agreement with not less than sixty (60) days written notice.
  - D. If the Consultant is unable to perform the scope of services, the City may, at its option, cancel this Agreement immediately.
5. **City of Benton City Business License.** The awarded Consultant will be required to obtain a City of Benton City Business License prior to performing any services and maintain the business license in good standing through the term of this Agreement with the City.
6. **Ownership and Use of Documents.**
- A. The parties acknowledge that this Agreement shall be governed by RCW Chapter 42.56 and any other State or Federal law relating to confidentiality, intellectual

properties, and public disclosure. The parties shall make a good faith effort to comply with such laws, and to the fullest extent allowed by law, comply with the provisions of this section.

- B. All research, tests, surveys, preliminary data and any and all other work product prepared or gathered by the Consultant in preparation for the services rendered, collectively referred to as “Work Product”, shall be deemed as the exclusive property of the City, including copyright as secured thereon. Consultant may not use them except in connection with the performance of the services under this Agreement or with the prior written consent of the City. Any prior copyrighted materials owned by the Consultant and utilized in the performance of the services under this Agreement, or embedded in the materials, products and services provided thereunder, shall remain the property of the Consultant subject to a license granted to the City for their continued use of the products and services provided under this Agreement. Any work product used by the Consultant in the performance of these services which it deems as “confidential,” “proprietary,” or a “trade secret” shall be conspicuously designated as such.
- C. All Work Product shall be subject to the following:
- (1) All final reports, presentations and testimony prepared by Consultant shall be considered Work Product and the property of the City.
  - (2) The City shall have the right, upon reasonable request, to inspect, review and copy any Work Product.
  - (3) In the event that Consultant shall default on this Agreement, or in the event that this Agreement shall be terminated prior to its completion as herein provided, the work product of Consultant, along with a summary of work done to date of default or termination, shall become the property of the City and tender of the work product and summary shall be a prerequisite to final payment under this Agreement. The summary of work done shall be prepared at no additional cost, if the Agreement is terminated through default by Consultant. If the Agreement is terminated through convenience by the City, the City agrees to pay Consultant for the preparation of the summary of work done.
  - (4) Consultant shall maintain all documents associated with work performed under this Agreement for a minimum period of six (6) years after completion of the work. This provision shall survive termination of this Agreement.
  - (5) If the Consultant becomes a custodian of public records of the City and a request for such records is received by the City, Consultant shall respond to the request by the City for such records within five (5) business days by either providing the records, or by identifying in writing the additional time

necessary to provide the records with a description of the reasons why additional time is needed. Such additional time shall not exceed twenty (20) business days unless extraordinary good cause is shown. Provisions of Section 5 in this Agreement (“Hold harmless agreement; indemnification”) shall specifically apply to any claim arising out of Consultant’s failure to properly maintain or timely produce records as described herein and as otherwise required by law.

**7. Independent Contractor.**

- A. The parties intend that an independent contractor relationship is created by this Agreement. The City is interested primarily in the results to be achieved; subject to the scope of services and the specific requirements of this Agreement, the implementation of services will lie solely with the discretion of the Consultant. No agent, employee, officer or representative of the Consultant shall be deemed to be an employee, agent, officer, or representative of the City for any purpose, and the employees of the Consultant are not entitled to any of the benefits or privileges the City provides for its employees. The Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, officers, subcontractors or representatives during the performance of this Agreement.
- B. In the performance of the services provided in this Agreement, Consultant is an independent contractor with full authority to control and direct the performance of the details of the work, however, the results of the work contemplated herein must meet the approval of the City and shall be subject to the City's general rights of inspection and review to secure the satisfactory completion thereof.
- C. The Consultant shall comply with all State and Federal laws including, but not limited to:
  - (1) The definition requirements of RCW 50.04.140 (Employment Security).
  - (2) RCW 51.08.195 (Industrial Insurance).
  - (3) Obtain a City of Benton City business license.
  - (4) The City may, at its sole discretion, require the Consultant to remove any employee, agent or servant from employment on this Project who, in the City's sole discretion, may be detrimental to the City's interest.

**8. Indemnification and Hold Harmless.**

- A. The Consultant shall defend, indemnify, and hold harmless the City, its officers, officials, agents, employees, and volunteers from any and all claims and causes of action, including, but not limited to, actions of law or administrative proceedings for all injuries to persons or damages to property, and all losses, damages, demands,



suits, judgments, including attorney fees, arising out of, or as a result of, or in connection with the work performed under this Agreement, and caused or occasioned in whole or in part by reason of errors, negligent acts or omissions of the Consultant or its subcontractors in the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City, its officers, employees, agents, and volunteers.

- B. Should a Court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injuries or damages to property caused by or resulting from the concurrent negligence of the Consultant, and the City, its officers, employees, agents and volunteers, the Consultant's liability and obligation to defend hereunder shall only be the proportionate extent of the Consultant's negligence.
- C. It is further agreed that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification.
- D. No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.
- E. This indemnification shall include damages, penalties and attorney fees sustained as a result of Consultant's delayed or failed performance of Section 6 above.
- F. This waiver has been mutually negotiated by the parties, and the provisions of this section shall survive the expiration or termination of this Agreement.

**9. Insurance.**

- A. Insurance Term. The Contractor shall procure and maintain insurance, as required in this Section, without interruption from commencement of the Contractor's work through the term of the Contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein.
- B. No Limitation. The Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- C. Minimum Scope of Insurance. The Contractor's required insurance shall be of the types and coverage as stated below:
  - (1) Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.

- (2) Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an endorsement providing at least as broad coverage. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.
  - (3) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
  - (4) Professional Liability insurance appropriate to the Consultant's profession
- D. Minimum Amount of Insurance. The Contractor shall maintain the following insurance limits:
- (1) Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
  - (2) Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit.
- E. City Full Availability of Contractor Limits. If the Contractor maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Consultant are greater than those required by this Contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.
- F. Other Insurance Provision. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

- G. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.
- H. Verification of Coverage. The Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the insurance requirements of the Consultant before commencement of the work. Upon request by the City, the Consultant shall furnish certified copies of all required insurance policies, including endorsements, required in this Contract and evidence of all subcontractors' coverage.
- I. Subcontractors' Insurance. The Consultant shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Consultant-provided insurance as set forth herein, except the Consultant shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Consultant shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.
- J. Notice of Cancellation. The Consultant shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation within two business days of their receipt of such notice.
- K. Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

10. Successors and Assigns.

- A. The City has awarded this Agreement to the Consultant due to its unique qualifications to perform these services. The Consultant shall not assign (or subcontract other than as specifically identified in Exhibit A) its performance under this Agreement or any portions of this Agreement without the prior written consent of the City, which consent must be sought at least thirty (30) days prior to the date of any proposed assignment.
- B. Any work or services assigned or subcontracted hereunder shall be subject to each provision of this Agreement including Section 6, Public Records; Section 10, Nondiscrimination; proper bidding procedures where applicable; and all local, State and Federal statutes, ordinances and guidelines.

C. Any technical or professional service subcontract not listed in this Agreement, must have prior written approval by the City.

11. **Nondiscrimination.** Neither the Consultant nor any person acting on behalf of the Consultant, shall, by reason of race, creed, color, national origin, sex, sexual orientation, status of military discharge or active reserve status, the presence of any sensory, mental, or physical disability or the use of a trained guide dog or service animal by a person with a disability, discriminate against any person who is qualified and available to perform the work to which the employment relates, or in the provision of services under this Agreement.

12. **Notices.** All notices required to be given under this Agreement shall be in writing and shall be deemed served when mailed certified mail, return receipt requested, to the attention of the individual or person identified below. The parties may, upon mutual agreement determine to accept notice via e-mail.

City:

City of Benton City  
Attn: Ms. Tiffany L. Coffland, City Clerk/Treasurer  
PO Box 70  
Benton City WA 99320  
E-mail: [tcoffland@ci.benton-city.wa.us](mailto:tcoffland@ci.benton-city.wa.us)

Consultant:

AHBL, Inc  
Attn: Nicole Stickney, AICP, Project Manager  
5804 Road 90, Suite H  
Pasco, WA 99301  
E-mail: [nstickney@ahbl.com](mailto:nstickney@ahbl.com)

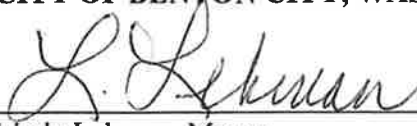
Receipt of any notice shall be deemed effective three (3) days after deposit of written notice in the U.S. mail, with proper postage and properly addressed.

13. **General Provisions.** This Agreement has been and shall be construed as having been made and entered into and delivered within the State of Washington and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Washington.

In the event of a dispute regarding the enforcement, breach, default or, interpretation of this Agreement, said dispute shall be resolved by arbitration pursuant to RCW 7.04A, as amended, with both parties waiving the right of a jury trial upon trial de novo, with venue placed in Benton County, Washington. The substantially prevailing party shall be entitled to its reasonable attorney fees and costs as additional award and judgment against the other.

**CITY OF BENTON CITY, WASHINGTON**

**CONSULTANT**

  
\_\_\_\_\_  
Linda Lehman, Mayor

  
\_\_\_\_\_  
Wayne E. Carlson, Principal

**ATTEST:**

  
\_\_\_\_\_  
Tiffany L. Corlland  
City Clerk/Treasurer

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Kerr Ferguson Law, PLLC  
City Attorney



# SCHEDULE OF CHARGES & COMPENSATION

Principal .....	225.00/Hour	Planner 3.....	115.00/Hour
Associate Principal .....	200.00/Hour	Planner 2.....	90.00/Hour
Senior Project Manager .....	180.00/Hour	Planner 1.....	75.00/Hour
Project Manager .....	165.00/Hour	Planning Technician .....	50.00/Hour
Senior Planning Project Manager.....	160.00/Hour	Landscape Designer 3 .....	105.00/Hour
Planning Project Manager .....	150.00/Hour	Landscape Designer 2 .....	95.00/Hour
Director of Landscape Architecture .....	150.00/Hour	Landscape Designer 1 .....	80.00/Hour
Senior Landscape Project Manager.....	145.00/Hour	Senior Landscape Technician.....	125.00/Hour
Landscape Project Manager 2.....	125.00/Hour	Landscape Technician 3 .....	105.00/Hour
Landscape Project Manager 1.....	115.00/Hour	Landscape Technician 2 .....	90.00/Hour
Survey Project Manager .....	160.00/Hour	Landscape Technician 1 .....	75.00/Hour
Senior Engineer .....	155.00/Hour	Senior Survey Technician .....	125.00/Hour
Project Engineer 4.....	140.00/Hour	Survey Technician 3.....	120.00/Hour
Project Engineer 3.....	130.00/Hour	Survey Technician 2 .....	105.00/Hour
Project Engineer 2.....	115.00/Hour	Survey Technician 1 .....	90.00/Hour
Project Engineer 1.....	105.00/Hour	Survey Crew .....	190.00/Hour
Senior Engineer Technician.....	125.00/Hour	1-Man Survey Crew.....	130.00/Hour
Engineer Technician 3 .....	120.00/Hour	Graphic Designer.....	110.00/Hour
Engineer Technician 2 .....	105.00/Hour	Technical Editor.....	100.00/Hour
Engineer Technician 1 .....	90.00/Hour	Word Processor/Sr. Administrative Asst.....	85.00/Hour
Project Administrator.....	120.00/Hour	Administrative Assistant .....	75.00/Hour
Project Expeditor .....	80.00/Hour	Outside Consultants .....	Separate Fee Proposal
Planner 5 .....	140.00/Hour	Geotechnical Engineers .....	Separate Fee Proposal
Planner 4 .....	125.00/Hour	Environmental Consultants .....	Separate Fee Proposal

Large Format Bond.....	0.50/sf
Large Format High Density Color Bond .....	2.00/sf
Large Format Mylar .....	2.00/sf
Small Format Color Bond 11 X 17.....	0.50/Sheet
Small Format Color Bond 8.5 X 11.....	0.40/Sheet

**The Schedule of Charges and Compensation is subject to change.**

Charges are made for technical typing, as in the preparation of reports, and for technical clerical services directly related to projects. Direct charges are not made for general secretarial services, office management, accounting, or maintenance.

RESOLUTION NO. 2023-1

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF BENTON CITY TO SIGN THE PROFESSIONAL SERVICE AGREEMENT BETWEEN STRUCTURA NATURALIS INC. AND THE CITY OF BENTON CITY

WHEREAS, the City desires to secure assistance in formulating planning, zoning and development guidelines for the Subarea generally described as being North of US Highway 82, East of Pear Drive and Southerly of NE. 2<sup>nd</sup> St and Field Road; and

WHEREAS, Structura Naturalis Inc. is a consulting firm qualified and able to provide the service sought by the City, and is willing to provide those services under agreeable term and conditions, and at a cost acceptable to the City in accordance with the provisions provided in that agreement which is hereby incorporated by this reference as Exhibit A.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BENTON CITY, WASHINGTON, hereby resolves as follows:

That the Mayor of the City of Benton City, Washington, is hereby authorized and directed to sign the Professional Service Agreement between Structura Naturalis Inc. and the City of Benton City, a copy of which is attached hereto and incorporated herein by this reference as Exhibit A; and to take all necessary steps required to complete this transaction.

ADOPTED this 7th day of February, 2023, by the City Council of the City of Benton City, Washington, and signed in authentication of its passage this 7<sup>th</sup> day of Feb, 2023.

Resolution 2023-1 filed and recorded in the office of the City Clerk of the City

this 7<sup>th</sup> day of February, 2023.



of Benton City, Washington, this Linda Lehman, Mayor

Attest:

Approved as to Form:

Carla Meyer



City Clerk/Treasurer



Kerr Ferguson Law, PLLC

City Attorney

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (with all exhibits attached hereto, this "Agreement") is made as of the 7th day of February, 2023, by and between the City of Benton City, Washington ("Client") and Structura Naturalis Inc., an Oregon corporation ("Consultant"), for followup planning, urban design, and coding services relating to the development of the real property known as the Benton City 1-82 South Project ("Project"), comprising approximately 238 acres (gross), located south of Interstate 82, in Benton City, Benton County, Washington.

Client and Consultant, in consideration of their mutual covenants set forth herein, agree as set forth below.

1. SCOPE OF SERVICES

- 1.1 The Client has requested the Consultant to prepare an initial plan and report, together with public involvement process and outcome, and recommendations for subsequent phases of the Project. The bounds of the Project site are shown in Exhibit A, while the scope of work and process are described in Exhibits B and C. Together, this work shall be known as "Basic Services".
- 1.2 This Agreement and the scope described herein shall not constitute an agreement, in this instance, for Construction Documents review approval; responsibility for the permitting and/or building of the various building typologies; construction supervision; construction administration; and performance of proposed materials and techniques.
- 1.3 The Client and Consultant may mutually agree to modify/amend the list of work products in Exhibit B. Any such modification or amendment must be in compliance with Section 4.5 of this Agreement.

2. FEES AND EXPENSES

- 2.1 For the Basic Services described in Section I above, the Client shall pay the Consultant an amount not to exceed Twenty Thousand Dollars (\$20,000) (U.S. Dollars), including reimbursable expenses. This will include a subcontract with Qamar & Associates Inc., who will jointly perform the work described herein.
- 2.2 Reimbursable expenses include, as appropriate, airfare, other transportation, accommodations, meals, longdistance communications, postage, delivery, reproductions, Workshop supplies, and other reasonable costs incurred by the Consultant in its services to the Client. Consultant shall provide such receipts, documents, and information supporting reimbursement due and payable under this Agreement. Reimbursable expenses billed to the Consultant by a third party will be invoiced at one and one-tenth (1.1) times the cost to the Consultant.
- 2.3 Invoices for fees shall be submitted based on the schedule of deliverables as outlined above, and fees and out-of-pocket expenses shall be paid within thirty (30) days from date of receipt of such invoice. Amounts unpaid thirty (30) days after the receipt of such invoice shall bear interest at 10% per annum until paid. Approval of an invoice by the Client's City Council shall be required prior to the Client's payment of that invoice. Payment for services provided hereunder shall not be made prior to the performance of work or services rendered for which payment is sought. Payments for invoices provided under this Agreement shall be full compensation for work performed or services rendered, and for all labor, materials, supplies, equipment, and incidentals necessary to complete the Project. No payment shall be made for any services rendered by the Consultant except for services identified and set forth in this Agreement except as may be authorized by a written supplemental agreement approved by the Client. If the work or services provided by the Consultant pursuant to this Agreement do not meet the requirements of this Agreement, the Consultant will correct or modify the work or services to comply with the Agreement. The Client may withhold payment for such work until the work meets the requirements of the Agreement.



### 3. OTHER TERMS AND CONDITIONS

3.1 The Client shall forward to the Consultant, as needed, Project/Base Information, including but not limited to up-to-date site maps and surveys, master plan materials (including approved plans), and other supporting documents (e.g. development program, building type styles and sizes to be considered in the work, etc.) reasonably in advance of the Workshop. The Client represents that, to the best of its knowledge, this Project/Base Information is complete and accurate. The Client acknowledges that the Consultant will rely on the Project/Base Information in

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performing its tasks pursuant to this Agreement, and that unless specifically contracted to do so, the Consultant has no obligation to check the Project/Base Information for accuracy. Any errors and/or omissions on the Project/Base Information caused by error or omission of the Client, Client's surveyor, environmental consultant, or other third-party consultant are the responsibility of the Client. The Consultant shall not be responsible for inaccuracies in the work product or other related documents resulting from, or corrections to materials that must be made because of, inaccurate Project/Base Information. Any and all corrections by the Consultant to the work products arising from, and in order to adjust these to, the corrected Project/Base Information shall comprise Additional Services.

3.2 Any Additional Services to be performed by the Consultant will be confirmed in a written supplement to this Agreement, to be signed by Client and the Consultant. The fees for such additional services are to be determined and mutually agreed between the Client and the Consultant.

3.3 The work products shall be used solely in matters relating to the Agreement. The Consultant shall be deemed the author of the work products and shall retain all common law, statutory, and other reserved rights including copyright; however, all originals and copies of work product, including plans, sketches, layouts, designs, design specifications, records, files, computer disks, magnetic media or material which may be produced or modified by Consultant while performing work or services pursuant to this Agreement shall belong to the Client upon delivery. These work products shall not be used by the Client or others on other projects except by agreement in writing and with compensation to the Consultant consistent with the Consultant's customary charges as then in effect.

- i) Consultant recognizes that the Client is a Washington municipal agency subject to Chapter 42.56 of the Revised Code of Washington (the "Public Records Act"). All preliminary drafts or notes prepared or gathered by the Consultant and recommendations of the Consultant are exempt from the provisions of the Public Records Act prior to the acceptance by the Client or public citation by the Client in connection with Client action.
- ii) If the Consultant becomes a custodian of public records of the Client and a request for such records is received by the Client, the Consultant shall respond to the request by the Client for such records within four (4) business days by either providing the records, or by identifying in writing the additional time necessary to provide the records with a description of the reasons why additional time is needed. Such additional time shall not exceed twenty (20) business days unless extraordinary good cause is shown.
- iii) In the event the Client receives a public records request for protected work product of the Consultant within its possession, the Client shall, prior to the release of any protected work product or as a result of any protected work product or as a result of a public records request or subpoena, provide Consultant at least ten (10) business days prior written notice of the pending release and to reasonably cooperate with any legal action which may be initiated by the Consultant to enjoin or otherwise prevent such release.

3.4 Submission or distribution of the work products to meet official regulatory requirements, or for similar purposes in connection with the Project, is not to be construed as publication or waiver in derogation of the Consultant's reserved rights.

3.5 With the Consultant's advice and consent, the Client shall engage and secure the participation of any additional third-party consultants it deems necessary; in Client's engagement of the above third-party sub-consultants, the Client shall stipulate that such third-party consultants shall coordinate with, and be managed by, the Consultant during the design process.

3.6 Termination by the Consultant.

i) Provided the Consultant is not in default, and if the Client fails to make payment when due to the Consultant for services and expenses, as specified under Section 2, the Consultant may immediately cease work and upon seven (7) days written notice to the Client, terminate the Agreement. Unless payment in full is received by the Consultant within seven (7) days of the date of the notice, the termination shall be final without further notice. In the event of a termination by the Consultant, the Consultant shall have no liability to the Client for incomplete work, or delay or damage caused to the Client because of such termination, or otherwise, and the Client waives all claims arising in connection with a termination on the grounds specified herein.

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3.7 Limitations on Scope of Work and Responsibility; Termination by the Client.

- i) The services of the Consultant hereunder are directed and limited to planning, urban design, and coding in furtherance of the Project, with the understanding that adjustments evolve in the course of implementation, and the Consultant's aesthetic and functional design principles and standards, all as to be manifest graphically and textually in the work products. The Consultant will rely on and evaluate the Project/Base Information provided by Client, and coordinate with Client and other of Client's consultants as appropriate in order to incorporate such information into the work products as may be required or desired in furtherance of the Project. Parties agree that all matters pertaining to detailed design and construction are outwith the scope set herein and outwith Consultant's responsibilities and liability.
- ii) If the Client determines that the Consultant is not complying with the scope of services for the Project under this Agreement, the Client shall notify the Consultant, in writing, of this determination. The Consultant shall endeavor to rectify this determination within seven (7) days from notification of the Client. In the event the Consultant defaults in performing its services and does not rectify such default within such seven (7) day period, Client shall be entitled to terminate this Agreement and retain and utilize any work products developed to date which has been paid for in full, but Client shall not use the Consultant's name in any work product derivative from the Consultant's work products described under this Agreement, including, but not limited to, public and private presentations, marketing materials, promotional material for the Project and further design development work products developed by others.

3.8 In addition to the methods of termination permitted by Sections 3.6 and 3.7 of this Agreement, either party may terminate this Agreement, with or without cause, upon providing the other party thirty (30) days written notice at the address(es) listed in Section 5 of this Agreement.

3.9 The Client acknowledges that the Consultant's fees are not contingent on the Client's success or failure in any land use approval process, bid/proposal procurement process or competition, in any litigation or public referendum conducted in connection with the Project or otherwise affecting the Project or on the Client's sale or continued ownership of the Property. Payment is due as set forth herein whether or not the Client proceeds with the Project.

3.10 The Consultant shall have no responsibility for the discovery, presence, handling, removal, disposal of, or exposure of persons to toxic or hazardous wastes or materials in any form at the Project site including but not limited to: radon, asbestos, polychlorinated biphenyl (PCB) or other toxic substances.

3.11 Publication.

- i) The Client shall provide professional credit to the Consultant on promotional materials for the Project as appropriate.
- ii) In the event the Client publishes or causes to be published photographs or other representations of the Project, the Client agrees to use reasonable efforts to require publishers to include reference to the Consultant of the Project in any such publication. The Client and the Consultant will develop a mutually agreed upon credit format for submission to publication. The Consultants understands that the Client is a governmental agency that cannot strictly require third parties to make statements absent a separate agreement.

3.12 Arbitration and Litigation.

- i) In the event any dispute shall arise between the Client and the Consultant in connection with the terms of the Agreement or the services provided by the Consultant pursuant to the Agreement, and if such dispute is not otherwise resolved within the time as specified above, Client and the Consultant shall first meet in a good faith effort to resolve such dispute. In the event the dispute cannot be resolved by agreement of the parties, said dispute shall be resolved by arbitration pursuant to RCW 7.04A, as amended, with venue placed in Benton County, Washington. The substantially prevailing party shall be entitled to its reasonable attorney fees and costs as additional award and judgment against the other. Each party waives the right of a jury trial upon trial de novo.

- ii) Except as otherwise provided in this Agreement, the Client shall indemnify and hold harmless the Consultant from all liability, claims, damages, costs and expenses including attorney's fees ("Claims"), incurred by,

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demanded or asserted against the Consultant by third parties as a result of the Consultant's participation in providing services to the Project, provided such Claims were not caused or contributed to by any breach of contract, negligence or wrongful act or omission on the part of the Consultant or any person employed, retained or engaged by or through the Consultant for the performance of the Services herein. As part of said indemnification, the Client shall provide the Consultant, at the sole cost and expense of the Client, with experienced legal counsel to defend against any and all such claims, if defense of the Consultant with respect to indemnified claims is not otherwise provided and paid for in connection with liability insurance coverage maintained either by Client, or the Consultant or by the architect of record. Without waiving or otherwise altering Client's indemnity obligations as set forth herein, with respect to defense against Claims, the Consultant will look first to the available liability insurance coverage as it pertains to the assumption of defense costs and responsibility, before requiring Client to provide such defense.

- iii) The Consultant shall indemnify and save harmless the Client and their directors, officers, employees, agents and consultants from and against any and all liabilities damages, assessments, penalties, fines, courses of action, claims, suits, judgments, costs and expenses of whatever kind, which the Client may incur or suffer or be put to by reason of or in connection with, as proven to arise from:

- a) A breach, violation, or non-performance by the Consultant or any person employed, retained or engaged by or through the Consultant for the performance of the Services herein of any obligation contained in this Agreement to be observed or performed by the Consultant;
- b) Any wrongful act, omission, fault, or negligence of the Consultant or any person employed, retained, or engaged by or through the Consultant for the performance of the Services herein in connection with or incidental to the services to be performed under this Agreement, and;
- c) Injury to any person (including death) or damage to any persons or damage to or destruction of property of the Client or any persons claiming through or under the Client resulting from any wrongful or negligent act or acts by the Consultant or any person employed, retained or engaged by or through the Consultant for the performance of the Services herein.

- iv) The provisions of this Section 3.12 shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

3.13 The schedule outlined above is subject to delays arising due to Force Majeure conditions, including without limitation "acts of God"; unusually severe weather conditions; strikes or other labor difficulties; war; riots; actual or threatened terrorist activities; outbreaks or threats of outbreaks of life threatening communicable diseases; accident, fire or transportation delays; requirements, actions or, in the case of the Consultant, failures to act on the part of government authorities preventing performance, following due diligence from the Consultant to meet the government authorities' requirements.

#### 4. MISCELLANEOUS PROVISIONS

- 4.1 The Agreement shall be governed by the law of the State of Washington in the United States of America, without regard to choice of laws.
- 4.2 The duties, responsibilities, and limitations of authority of the Consultant as provided in the Agreement shall not be restricted, modified, or extended without written agreement of the Client and the Consultant.
- 4.3 The Client and the Consultant, respectively, bind themselves, their partners, successors, assigns, and legal representatives of the other party to the Agreement and to the partners, successors, assigns, and legal representatives of the Client with respect to all covenants of the Agreement. The Consultant shall not

assign the Agreement without the written consent of the Client and such written consent shall not be unreasonably withheld. The Client shall have the right to assign this Agreement (or any portion thereof) to a successor owner or owners of the Project.

- 4.4 The Client and Consultant shall each be solely responsible for its own acts and omissions under this Agreement; accordingly, all services rendered by the Consultant for the Client shall be rendered in its capacity as an independent contractor. Further, the Consultant and the Client agree that the Consultant is an independent contractor under this Agreement and shall in no way be considered an agent of the Client. Client shall not exercise control or direction over the manner of method by which Contractor performs any Services that are the subject of

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this Agreement. The Consultant shall comply with all State and Federal laws including, but not limited to, the definition requirements of RCW 50.04.140 (Employment Security), RCW 51.08.195 (Industrial Insurance), and will obtain a Benton City business license.

- 4.5 The Agreement represents the entire and integrated agreement between the Client and the Consultant and supersedes all prior negotiations, representations or agreements either written or oral. The Agreement may only be amended in writing, signed by both the Client and the Consultant. This Agreement has been authorized by all action required on the part of the Consultant and Client, respectively.
- 4.6 Nothing contained in the Agreement shall create a contractual relationship and/or a third-party beneficiary relationship with a third party.
- 4.7 The proposed language of any certificates or certifications requested of the Consultant shall be submitted to the Consultant for review and approval, as part of the Basic Services or Additional Services, if relevant, at least fourteen (14) days prior to execution. The Client shall not request certifications that would require knowledge or services beyond the scope of the Agreement.
- 4.8 Title and paragraph headings are for convenient reference and are not a part of the Agreement.
- 4.9 In the event of conflict between the terms of the Agreement and any terms or conditions contained in any attached documents, the terms of the Agreement shall rule.
- 4.10 No waiver or breach of any provision of the Agreement shall constitute a waiver of any subsequent breach of the same or any provision hereof, and no waiver shall be effective unless made in writing.
- 4.11 Should any provision, paragraph, sentence, word, or phrase contained in the Agreement be determined to be invalid, illegal or otherwise unenforceable, such provision, paragraph, sentence, word, or phrase shall be deemed modified to the extent necessary in order to conform with law, or else the same shall be deemed severable, and in either event, the remaining terms and provisions of the Agreement shall remain unmodified and in full force and effect.
- 4.12 In the performance of this Agreement, the Consultant will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap; provided that the prohibition against discrimination in employment of because of handicap shall not apply if the particular disability prevents the proper performance of the particular worker involved. The Consultant shall ensure that applicants are employed, and that employees are treated during employment in the performance of this Agreement without discrimination because of their race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap. Consultant shall take such action with respect to

this Agreement as may be required to ensure full compliance with local, State and Federal laws prohibiting discrimination in employment.

- 4.13 The Consultant warrants that it has not employed nor retained any company, firm, or person, other than a bona fide employee working exclusively for the Consultant, to solicit or secure this Agreement; and that it has not paid or agreed to pay any company, person or firm, other than a bona fide employee working exclusively for the Consultant, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to terminate this Agreement.
- 4.14 The appendices/exhibits attached hereto are made a part hereof as if fully set forth herein.
- 4.15 This Agreement is valid only if executed by the Client and the Consultant within thirty (30) days of the other.

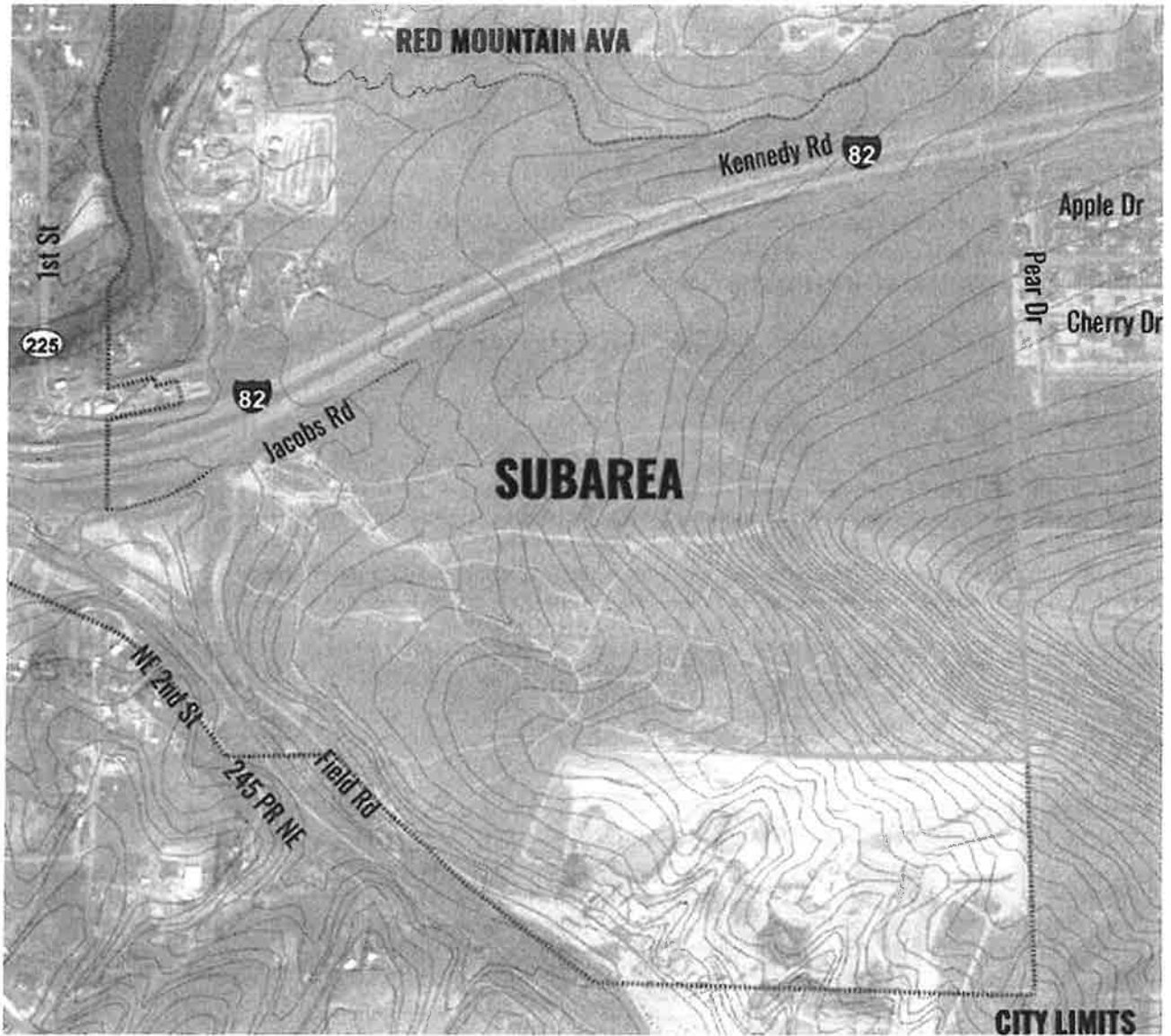
5. NOTICES AND SIGNATURES

- 5.1 All notices or other communications which shall or may be given pursuant to the Agreement shall be in writing and shall be delivered by personal service, or by certified mail, return receipt requested, addressed to the other

of 6

Initials 

EXHIBIT A - PROJECT SITE



Client's Initials

Consultant's Initials

EXHIBIT B - PROJECT SCOPE OF SERVICES AND FEE SCHEDULE

## Project Scope of Services — Summary:

Continue planning actions related to development of the subarea plan for the Benton City 1-82 South site. Develop design guidelines document and draft zoning ordinance materials. Address property owner requests for flexibility in the boundaries between uses, and in the ability to accommodate hospitality and/or mixed use at the upper part of the project.

## Project Deliverables:

The Consultant shall develop project documents including:

- A draft design guidelines document, including a "pattern language" (based upon the previous work)
- A draft zoning ordinance incorporating the specifications for use areas, permitted/conditional/special, setbacks, heights, and other typical zoning parameters

The Consultant shall deliver these documents in digital and paper formats, one copy each. The Client shall be responsible for additional duplication as desired.

## Project Actions:

The Consultant shall conduct an initial trip for meeting with Client staff, scoping, research, and development of initial documents. Participants to include the Project Manager (Michael MehafW) and Lead Urban Designer (Laurence Qamar).

During this trip, the Consultant may present current work to the City Council and/or public as desired by the Client. The Client shall identify suitable invitees and contact them. The Client shall provide a space for the meeting(s).

The Consultant shall conduct a final trip (or meeting over Zoom) to present the results to the Council and members of the public, and to outline recommended next steps.

## Project Fee Schedules:

Project Manager (Michael MehafW) — hourly rate \$225.00  
Project Lead Designer (Laurence Qamar) — hourly rate \$225.00

## Project Timeline:

The timeline will be determined in consultation between the Client and Consultant, but all work is expected to be completed by June 1, 2023.

## Exclusions/Unknowns:

Environmental permitting, NEPA/SEPA studies, hydrology analysis, permitting, transportation studies, civil engineering evaluations, soil testing. Consultant will do its best to ascertain these requirements as part of the scoping, but any fees required for additional consulting, permitting or testing are excluded.

## Project Cost and Budget:

The Project cost shall not exceed \$20,000 USD for this contract (including subcontract with Qamar and Associates) with invoices for time and materials submittable up to that limit, per rates and provisions stipulated herein.



of X  
Client's Initials

Consultant's Initials 

party at the address indicated herein or as the same may be changed from time to time. Such notice shall be deemed given on the day on which personally served; or, if by mail, on the fifth day after being posted or the date of the actual receipt, whichever is earlier.

CLIENT:

City of Benton City  
Attention: XXX  
XXXXXX  
XXXXXX  
Tel XXXXXXXXX

5.2 Signatures.

ACCEPTED AND AGREED:

Feb 7 2023

Date

By: 

xxx for the City of Benton  
City CONSULTANT:

Sffuctura Naturalis Inc.  
506 E. 9<sup>th</sup> Street  
The Danes, OR 97058  
(503) 250-4449

March 10, 2023

Date



Michael Mehaffr, Presi ent  
for Snuctura Naturali c.



RESOLUTION NO. 2023-24

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF BENTON CITY TO SIGN THE PROFESSIONAL SERVICES AGREEMENT BETWEEN STRUCTURA NATURALIS INC., AND THE CITY OF BENTON CITY, FOR IMPLEMENTATION OF THE BENTON CITY SOUTH SUBAREA PLAN, STANDARDS, AND ZONING.

WHEREAS, the City of Benton City desires to secure assistance in implementing the Benton City South, Subarea Plan, Standards and Zoning; and


WHEREAS, Structura Naturalis, Inc., is a consulting firm that has previously worked on the South Subarea Plan for the City, and Structura Naturalis Inc. is willing to provide additional services in order to meet the City's needs for implementing the Subarea Plan Standards and Zoning, in conformity with the Agreement, attached hereto, marked as Exhibit A and incorporated herein by this reference.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BENTON, CITY, WASHINGTON, HEREBY RESOLVES as follows:

That the Mayor of the City of Benton City is hereby authorized and directed to sign the Professional Services Agreement between Structura Naturalis, Inc. and Benton City, Washington, a copy of which Agreement is attached hereto and incorporated herein by this reference, marked as Exhibit A; and the Mayor is further authorized to take such necessary steps as may be appropriate and required to complete the tasks, included therein.

ADOPTED this 15 day of August 2023, by the City Council of the City of Benton City, Washington, and signed in authentication of its passage this 15 day of August, 2023.

Resolution 2023-24 filed and recorded in the office of the City Clerk of the City of Benton City, Washington, this 15 day of August, 2023



Linda Lehman, Mayor

Attest:



Approved as to Form:

  
Keff Ferguson Law, PLLC

Carla Meyer  
City Clerk/Treasurer

City Attorneys

Resolution — 2023-24- Authorizing Mayor to Sign  
Agreement with Structural Naturalis - 1

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (with all exhibits attached hereto, this "Agreement") is made as of the 18<sup>th</sup> day of August 2023, by and between the City of Benton City, Washington ("Client") and Structura Naturalis Inc., an Oregon corporation ("Consultant"), for implementation services relating to the development of the real property known as the Benton City 1-82 South Project ("Project"), comprising approximately 238 acres (gross), located south of Interstate 82, in Benton City, Benton County, Washington.

Client and Consultant, in consideration of their mutual covenants set forth herein, agree as set forth below.

1. SCOPE OF SERVICES

- 1.1 Following completion of a subarea plan and implementing regulations, the Client has requested the Consultant to conduct implementation services for subsequent phases of the Project. The bounds of the Project site are shown in Exhibit A, while the scope of work and process are described in Exhibits B and C. Together, this work shall be known as "Basic Services".
- 1.2 This Agreement and the scope described herein shall not constitute an agreement, in this instance, for Construction Documents review approval; responsibility for the permitting and/or building of the various building typologies; construction supervision; construction administration; and performance of proposed materials and techniques.
- 1.3 The Client and Consultant may mutually agree to modify/amend the list of work products in Exhibit B. Any such modification or amendment must be in compliance with Section 4.5 of this Agreement.

2. FEES AND EXPENSES

- 2.1 For the Basic Services described in Section I above, the Client shall pay the Consultant an amount not to exceed Twenty Thousand Dollars (\$20,000) (U.S. Dollars), including reimbursable expenses. This may include a subcontract with Qamar & Associates Inc., who may perform a portion of the work described herein.
- 2.2 Reimbursable expenses include, as appropriate, airfare, other transportation, accommodations, meals, longdistance communications, postage, delivery, reproductions, Workshop supplies, and other reasonable costs incurred by the Consultant in its services to the Client. Consultant shall provide such receipts, documents, and information supporting reimbursement due and payable under this Agreement. Reimbursable expenses billed to the Consultant by a third party will be invoiced at one and one-tenth (1.1) times the cost to the Consultant.
- 2.3 Invoices for fees shall be submitted based on the schedule of deliverables as outlined above, and fees and out-of-pocket expenses shall be paid within thirty (30) days from date of receipt of such invoice. Amounts unpaid thirty (30) days after the receipt of such invoice shall bear interest at 10% per annum until paid. Approval of an invoice by the Client's City Council shall be required prior to the Client's payment of that invoice. Payment for services provided hereunder shall not be made prior to the performance of work or services rendered for which payment is sought. Payments for invoices provided under this Agreement shall be full compensation for work performed or services rendered, and for all labor, materials, supplies, equipment, and incidentals necessary to complete the Project. No payment shall be made for any services

Client's  
Consultant's

rendered by the Consultant except for services identified and set forth in this Agreement except as may be authorized by a written supplemental agreement approved by the Client. If the work or services provided by the Consultant pursuant to this Agreement do not meet the requirements of this Agreement, the Consultant will correct or modify the work or services to comply with the Agreement. The Client may withhold payment for such work until the work meets the requirements of the Agreement.

### 3. OTHER TERMS AND CONDITIONS

- 3.1 The Client shall forward to the Consultant, as needed, Project/Base Information, including but not limited to up-to-date site maps and surveys, master plan materials (including approved plans), and other supporting documents (e.g. development program, building type styles and sizes to be considered in the work, etc.) reasonably in advance of the Workshop. The Client represents that, to the best of its knowledge, this Project/Base Information is complete and accurate. The Client acknowledges that the Consultant will rely on the Project/Base Information in

I of 6

Initials  
Initials

performing its tasks pursuant to this Agreement, and that unless specifically contracted to do so, the Consultant has no obligation to check the Project/Base Information for accuracy. Any errors and/or omissions on the Project/Base Information caused by error or omission of the Client, Client's surveyor, environmental consultant, or other third-party consultant are the responsibility of the Client. The Consultant shall not be responsible for inaccuracies in the work product or other related documents resulting from, or corrections to materials that must be made because of, inaccurate Project/Base Information. Any and all corrections by the Consultant to the work products arising from, and in order to adjust these to, the corrected Project/Base Information shall comprise Additional Services.

- 3.2 Any Additional Services to be performed by the Consultant will be confirmed in a written supplement to this Agreement, to be signed by Client and the Consultant. The fees for such additional services are to be determined and mutually agreed between the Client and the Consultant.
- 3.3 The work products shall be used solely in matters relating to the Agreement. The Consultant shall be deemed the author of the work products and shall retain all common law, statutory, and other reserved rights including copyright; however, all originals and copies of work product, including plans, sketches, layouts, designs, design specifications, records, files, computer disks, magnetic media or material which may be produced or modified by Consultant while performing work or services pursuant to this Agreement shall belong to the Client upon delivery. These work products shall not be used by the Client or others on other projects except by agreement in writing and with compensation to the Consultant consistent with the Consultant's customary charges as then in effect.
- i) Consultant recognizes that the Client is a Washington municipal agency subject to Chapter 42.56 of the Revised Code of Washington (the "Public Records Act"). All preliminary drafts or notes prepared or gathered by the Consultant and recommendations of the Consultant are exempt from the provisions of the Public Records Act prior to the acceptance by the Client or public citation by the Client in connection with Client action.
  - ii) If the Consultant becomes a custodian of public records of the Client and a request for such records is received by the Client, the Consultant shall respond to the request by the Client for such records within four (4) business days by either providing the records, or by identifying in writing the additional time necessary to provide the records with a description of the reasons why additional time is needed. Such additional time shall not exceed twenty (20) business days unless extraordinary good cause is shown.

Client's Initials  
Consultant's Initials

- iii) In the event the Client receives a public records request for protected work product of the Consultant within its possession, the Client shall, prior to the release of any protected work product or as a result of any protected work product or as a result of a public records request or subpoena, provide Consultant at least ten (10) business days prior written notice of the pending release and to reasonably cooperate with any legal action which may be initiated by the Consultant to enjoin or otherwise prevent such release.
- 3.4 Submission or distribution of the work products to meet official regulatory requirements, or for similar purposes in connection with the Project, is not to be construed as publication or waiver in derogation of the Consultant's reserved rights.
- 3.5 With the Consultant's advice and consent, the Client shall engage and secure the participation of any additional third-party consultants it deems necessary; in Client's engagement of the above third-party sub-consultants, the Client shall stipulate that such third-party consultants shall coordinate with, and be managed by, the Consultant during the design process.
- 3.6 Termination by the Consultant.
- i) Provided the Consultant is not in default, and if the Client fails to make payment when due to the Consultant for services and expenses, as specified under Section 2, the Consultant may immediately cease work and upon seven (7) days written notice to the Client, terminate the Agreement. Unless payment in full is received by the Consultant within seven (7) days of the date of the notice, the termination shall be final without further notice. In the event of a termination by the Consultant, the Consultant shall have no liability to the Client for incomplete work, or delay or damage caused to the Client because of such termination, or otherwise, and the Client waives all claims arising in connection with a termination on the grounds specified herein.

3.7 Limitations on Scope of Work and Responsibility; Termination by the Client.

- i) The services of the Consultant hereunder are directed and limited to planning, urban design, and coding in furtherance of the Project, with the understanding that adjustments evolve in the course of implementation, and the Consultant's aesthetic and functional design principles and standards, all as to be manifest graphically and textually in the work products. The Consultant will rely on and evaluate the Project/Base Information provided by Client, and coordinate with Client and other of Client's consultants as appropriate in order to incorporate such information into the work products as may be required or desired in furtherance of the Project. Parties agree that all matters pertaining to detailed design and construction are outwith the scope set herein and outwith Consultant's responsibilities and liability.
- ii) If the Client determines that the Consultant is not complying with the scope of services for the Project under this Agreement, the Client shall notify the Consultant, in writing, of this determination. The Consultant shall endeavor to rectify this determination within seven (7) days from notification of the Client. In the event the Consultant defaults in performing its services and does not rectify such default within such seven (7) day period, Client shall be entitled to terminate this Agreement and retain and utilize any work products developed to date which has been paid for in full, but Client shall not use the Consultant's name in any work product derivative from the Consultant's work products described under this Agreement, including, but not limited to, public and private presentations, marketing materials, promotional material for the Project and further design development work products developed by others.

3.8 In addition to the methods of termination permitted by Sections 3.6 and 3.7 of this Agreement, either party may terminate this Agreement, with or without cause, upon providing the other party thirty (30) days written notice at the address(es) listed in Section 5 of this Agreement.

3.9 The Client acknowledges that the Consultant's fees are not contingent on the Client's success or failure in any land use approval process, bid/proposal procurement process or competition, in any litigation or public referendum conducted in connection with the Project or otherwise affecting the Project or on the Client's sale or continued ownership of the Property. Payment is due as set forth herein whether or not the Client proceeds with the Project.

3.10 The Consultant shall have no responsibility for the discovery, presence, handling, removal, disposal of, or exposure of persons to toxic or hazardous wastes or materials in any form at the Project site including but not limited to: radon, asbestos, polychlorinated biphenyl (PCB) or other toxic substances.

3.11 Publication.

- i) The Client shall provide professional credit to the Consultant on promotional materials for the Project as appropriate.
- ii) In the event the Client publishes or causes to be published photographs or other representations of the Project, the Client agrees to use reasonable efforts to require publishers to include reference to the Consultant of the Project in any such publication. The Client and the Consultant will develop a mutually agreed upon credit format for submission to publication. The Consultant understands that the Client is a governmental agency that cannot strictly require third parties to make statements absent a separate agreement.

3.12 Arbitration and Litigation.

- i) In the event any dispute shall arise between the Client and the Consultant in connection with the terms of the Agreement or the services provided by the Consultant pursuant to the Agreement, and if such dispute is not otherwise resolved within the time as specified above, Client and the Consultant shall first meet in a good faith effort to resolve such dispute. In the event the dispute cannot be resolved by

Client's Initials  
Consultant's Initials

agreement of the parties, said dispute shall be resolved by arbitration pursuant to RCW 7.04A, as amended, with venue placed in Benton County, Washington. The substantially prevailing party shall be entitled to its reasonable attorney fees and costs as additional award and judgment against the other. Each party waives the right of a jury trial upon trial de novo.

- ii) Except as otherwise provided in this Agreement, the Client shall indemnify and hold harmless the Consultant from all liability, claims, damages, costs and expenses including attorneys fees ("Claims"), incurred by,

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Initials

demanded or asserted against the Consultant by third parties as a result of the Consultant's participation in providing services to the Project, provided such Claims were not caused or contributed to by any breach of contract, negligence or wrongful act or omission on the part of the Consultant or any person employed, retained or engaged by or through the Consultant for the performance of the Services herein. As part of said indemnification, the Client shall provide the Consultant, at the sole cost and expense of the Client, with experienced legal counsel to defend against any and all such claims, if defense of the Consultant with respect to indemnified claims is not otherwise provided and paid for in connection with liability insurance coverage maintained either by Client, or the Consultant or by the architect of record. Without waiving or otherwise altering Client's indemnity obligations as set forth herein, with respect to defense against Claims, the Consultant will look first to the available liability insurance coverage as it pertains to the assumption of defense costs and responsibility, before requiring Client to provide such defense.

- iii) The Consultant shall indemnify and save harmless the Client and their directors, officers, employees, agents and consultants from and against any and all liabilities damages, assessments, penalties, fines, courses of action, claims, suits, judgments, costs and expenses of whatever kind, which the Client may incur or suffer or be put to by reason of or in connection with, as proven to arise from:
  - a) A breach, violation, or non-performance by the Consultant or any person employed, retained or engaged by or through the Consultant for the performance of the Services herein of any obligation contained in this Agreement to be observed or performed by the Consultant;
  - b) Any wrongful act, omission, fault, or negligence of the Consultant or any person employed, retained, or engaged by or through the Consultant for the performance of the Services herein in connection with or incidental to the services to be performed under this Agreement, and;
  - c) Injury to any person (including death) or damage to any persons or damage to or destruction of property of the Client or any persons claiming through or under the Client resulting from any wrongful or negligent act or acts by the Consultant or any person employed, retained or engaged by or through the Consultant for the performance of the Services herein.
- iv) The provisions of this Section 3.12 shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

3.13 The schedule outlined above is subject to delays arising due to Force Majeure conditions, including without limitation "acts of God"; unusually severe weather conditions; strikes or other labor difficulties; war; riots; actual or threatened terrorist activities; outbreaks or threats of outbreaks of life threatening communicable diseases; accident, fire or transportation delays; requirements, actions or, in the case of the Consultant, failures to act on the part of government authorities preventing performance, following due diligence from the Consultant to meet the government authorities' requirements.

#### 4. MISCELLANEOUS PROVISIONS

- 4.1 The Agreement shall be governed by the law of the State of Washington in the United States of America, without regard to choice of laws.
- 4.2 The duties, responsibilities, and limitations of authority of the Consultant as provided in the Agreement shall not be restricted, modified, or extended without written agreement of the Client and the Consultant.

Client's Initials  
Consultant's



- 4.3 The Client and the Consultant, respectively, bind themselves, their partners, successors, assigns, and legal representatives of the other party to the Agreement and to the partners, successors, assigns, and legal representatives of the Client with respect to all covenants of the Agreement. The Consultant shall not assign the Agreement without the written consent of the Client and such written consent shall not be unreasonably withheld. The Client shall have the right to assign this Agreement (or any portion thereof) to a successor owner or owners of the Project.
- 4.4 The Client and Consultant shall each be solely responsible for its own acts and omissions under this Agreement; accordingly, all services rendered by the Consultant for the Client shall be rendered in its capacity as an independent contractor. Further, the Consultant and the Client agree that the Consultant is an independent contractor under this Agreement and shall in no way be considered an agent of the Client. Client shall not exercise control or direction over the manner of method by which Contractor performs any Services that are the subject of

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this Agreement. The Consultant shall comply with all State and Federal laws including, but not limited to, the definition requirements of RCW 50.04.140 (Employment Security), RCW 5 1.08.195 (Industrial Insurance), and will obtain a Benton City business license.

- 4.5 The Agreement represents the entire and integrated agreement between the Client and the Consultant and supersedes all prior negotiations, representations or agreements either written or oral. The Agreement may only be amended in writing, signed by both the Client and the Consultant. This Agreement has been authorized by all action required on the part of the Consultant and Client, respectively.
- 4.6 Nothing contained in the Agreement shall create a contractual relationship and/or a third-party beneficiary relationship with a third party.
- 4.7 The proposed language of any certificates or certifications requested of the Consultant shall be submitted to the Consultant for review and approval, as part of the Basic Services or Additional Services, if relevant, at least fourteen (14) days prior to execution. The Client shall not request certifications that would require knowledge or services beyond the scope of the Agreement.
- 4.8 Title and paragraph headings are for convenient reference and are not a part of the Agreement.
- 4.9 In the event of conflict between the terms of the Agreement and any terms or conditions contained in any attached documents, the terms of the Agreement shall rule.
- 4.10 No waiver or breach of any provision of the Agreement shall constitute a waiver of any subsequent breach of the same or any provision hereof, and no waiver shall be effective unless made in writing.
- 4.11 Should any provision, paragraph, sentence, word, or phrase contained in the Agreement be determined to be invalid, illegal or otherwise unenforceable, such provision, paragraph, sentence, word, or phrase shall be deemed modified to the extent necessary in order to conform with law, or else the same shall be deemed severable, and in either event, the remaining terms and provisions of the Agreement shall remain unmodified and in full force and effect.
- 4.12 In the performance of this Agreement, the Consultant will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap; provided that the prohibition against discrimination in employment of because of handicap shall not apply if the particular disability prevents the proper performance of the particular worker involved. The Consultant shall ensure that applicants are employed, and that employees are treated during employment in the performance of this Agreement without discrimination because of their race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap. Consultant shall take such action with respect to this Agreement as may be required to ensure full compliance with local, State and Federal laws prohibiting discrimination in employment.
- 4.13 The Consultant warrants that it has not employed nor retained any company, firm, or person, other than a bona fide employee working exclusively for the Consultant, to solicit or secure this Agreement; and that it has not paid or agreed

Client's Initials  
Consultant's Initials

to pay any company, person or firm, other than a bona fide employee working exclusively for the Consultant, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to terminate this Agreement.

- 4.14 The appendices/exhibits attached hereto are made a part hereof as if fully set forth herein.
- 4.15 This Agreement is valid only if executed by the Client and the Consultant within thirty (30) days of the other.

5. NOTICES AND SIGNATURES

- 5.1 All notices or other communications which shall or may be given pursuant to the Agreement shall be in writing and shall be delivered by personal service, or by certified mail, return receipt requested, addressed to the other party at the address indicated herein or as the same may be changed from time to time. Such notice shall be

deemed given on the day on which personally served; or, if by mail, on the fifth day after being posted or the date of the actual receipt, whichever is earlier.

CLIENT:

City of Benton City  
PO Box 70  
Benton City, WA 99320 (509) 588-3322

8/24/20  
23  
Date

Initials

\_\_\_\_\_

- 5.2 Signatures.

ACCEPTED AND AGREED:

City of Benton City, Washington  
Benton City, Washington  
a. Linda Lehman, Mayor

Benton City By:

Structura Naturalis, Inc.

By: Michael Mehaffy, President

8/18/23  
Date

CONSULTANT:

Structura  
Naturalis Inc.  
506 E. Sfreed  
The Dailes, OR 97058  
(503) 250-4449

Client's Initials  
Consultant's

EXHIBIT A - PROJECT SITE

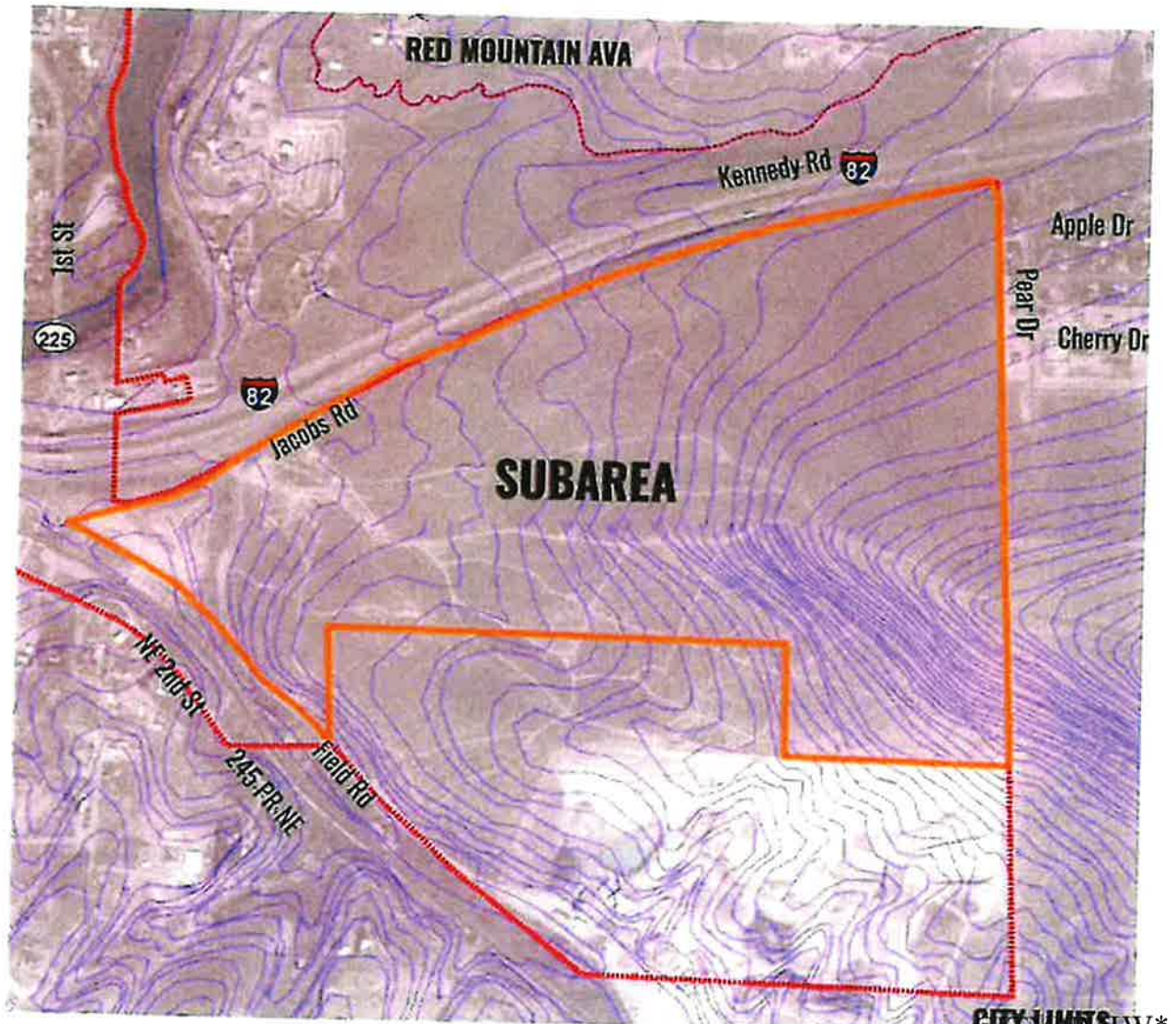


EXHIBIT B - PROJECT SCOPE OF SERVICES AND FEE SCHEDULE

Project Scope of Services — Summary:

Conduct implementation services related to development of the subarea plan for the Benton City 1-82 South site, working with City staff in a "staff extender" capacity.

Project Deliverables:

The Consultant shall develop project documents and actions including:

- Draft recruitment strategy and materials illustrating Subarea vision and concepts; specific materials and strategic actions to be identified through the development period.
- Work with Staff to update Parks and Recreation Plan to Include Subarea.
- Work with Staff to update zoning map to include Subarea.
- Train Staff to implement new design standards for City and Subarea. (Two different sets of design standards.)

The Consultant shall deliver all documents in digital and paper formats, one copy each. The Client shall be responsible for additional duplication as desired.

#### Project Actions:

The Consultant shall conduct an initial trip for meeting with Client staff, scoping, research, and development if initial documents.).

During this trip, the Consultant may present current work to the City Council and/or public as desired by the Client. The Client shall identify suitable invitees and contact them. The Client shall provide a space for the meeting(s).

The Consultant shall conduct a final trip (or meeting over Zoom, if preferred by Client) to present the results to the Council and members of the public.

#### Project Fee Schedules:

Project Manager (Michael Mehaffy) — hourly rate \$225.00. To be billed hourly at quarter-hour increments, and invoiced monthly; total not to exceed contract amount unless authorized and agreed to in advance by Client Client.

Travel expenses will be billed at cost, subject to City regulations. Travel times will be billed at half-rate (\$ 12.50[HR]).

#### Project Timeline:

The timeline will be determined in consultation between the Client and Consultant, but all work is expected to be completed by December 31, 2023.

#### Exclusions/Unknowns:

Environmental permitting, NEPA/SEPA studies, hydrology analysis, permitting, transportation studies, civil engineering evaluations, soil testing. Consultant will do its best to ascertain these requirements as part of the scoping, but any fees required for additional consulting, permitting or testing are excluded.

#### Project Cost and Budget:

The Project cost shall not exceed \$20,000 USD for this contract with monthly invoices for time and materials submittable up to that limit, per rates and provisions stipulated herein.



**City of Benton City**  
 PO Box 70 \* 708 9th Street  
 Benton City, WA 99320  
 509-588-3322 \* f 509-588-3323

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

Account Information			
Cust #:	2601	Due:	04/20/2024
Date:	03/21/2024	Invoice #:	5289
For:	Reimbursement		

Item	Taxed	Quantity	Amount	Total
Engineering Cost	N	1.0000	29,916.13	29,916.13
I-82 South Sub Are Plan-Design Standards (Contract dated 02/07/2023)			Non Taxed:	29,916.13
			Taxed:	0.00
			Tax @ 8.30%:	0.00
			Payments:	0.00
			<b>Total:</b>	<b>29,916.13</b>

**Structura Naturalis Inc.**  
**Michael W. Mehaffy, Project Manager**  
P.O. Box 2579 \* White Salmon, WA 98672  
Tax ID: 93-1130678 \* (503) 250-4449

Invoice

April 1, 2023

INV: 04-2023-01

TO: City of Benton City  
Attn M. Dukes  
1009 Dale Avenue, Suite A  
Benton City, WA 99320

FOR: I-82 South Sub Area Plan – Design Standards  
(Contract dated 02/07/2023)

Michael Mehaffy:

30.50 hours @ \$225/HR \$6,862.50

EXPENSES:

(None)

Michael Mehaffy (Total Due) \$6,862.50

Laurence Qamar (subcontractor – invoice attached): \$3,656.25

**Total Due, This Invoice** \$10,518.75

**RECEIVED**  
APR 03 2023  
BY: SHP

*Thank you for your business!*

Mehaffy Timesheet for Benton City I-82 South Subarea Plan Design Standards – March 2023:

03/10/23 Phone call Mayor Lehman, kickoff project	0.25
03/10/23 Sign contract, email, contact Laurence, update	0.25
03/12/23 Research, analyze existing code	1.00
03/13/23 Continue research, analysis, initial drafting	1.00
03/14/23 Drafting of ordinance, email to Mayor	3.00
03/15/23 Work session Laurence Qamar	1.50
03/16/23 Drafting of standards document	1.00
03/20/23 Drafting of standards document, email draft to Mayor	2.00
03/23/23 Phone conf Brandon Mauseth RE process	0.25
03/27/23 Phone conf Mayor Lehman, Brandon M RE next steps	0.50
03/27/23 Draft email (forward of docs, cover) for legal review	0.25
03/28/23 Drafting of standards document	3.50
03/29/23 Drafting of standards document	6.00
03/30/23 Drafting of standards document	8.00
03/31/23 Drafting of documents, email drafts to Mayor et al	2.00
Total Hours	30.50
Total Fee @ \$225/HR	\$6,862.50



QAMAR AND ASSOCIATES INC.  
ARCHITECTURE AND TOWN PLANNING

Date: March 31, 2023

To: Michael Mehaffy  
Structura Naturalis Inc.  
P.O. Box 2579  
White Salmon WA 98672  
(503) 250-4449

Project: Benton City DNR Codes and Illustrations

Re: Invoice #1: March, 2023 Consulting Services  
Aerial Illustration and Code collaboration with MM

Monthly Fee (See timesheet below): \$3,656.25

Expenses: \$00  
Expenses Total: \_\_\_\_\_

**TOTAL FEE THIS INVOICE - PLEASE PAY THIS AMOUNT: \$3,656.25**

Total Budget: \$10,000.00  
Previously Invoiced \$00.00  
This invoice: \$3,656.25  
Remaining Fees: \$6,343.75

Thank you!  
Laurence Qamar, Architect, CNU-A

Date	Task - Prime Master planning contract (Sub consult to Mehaffy)	Hours
3/15/23	Meeting with MM about format of regulations	2
3/17/23	Review and comment on draft regulation outline	0.75
3/29/23	Create Google Earth overlay on top map, choosing image with MM	2.25
3/29/23	Drawing pencil overlay of aerial image	2.75
3/30/23	Drawing pencil overlay of aerial image	5
3/31/23	Drawing pencil overlay of aerial image	3.5
	<b>TOTAL HOURS</b>	<b>16.25</b>
	Hour Rate for Laurence Qamar	225.00
	<b>TOTAL FEE this invoice</b>	<b>\$ 3,656.25</b>

LAURENCE QAMAR - 3432 SE CARLTON STREET, PORTLAND OREGON 97202  
TEL: 971-221-7692, EMAIL: [l.qamar@comcast.com](mailto:l.qamar@comcast.com)



**STRUCTURA NATURALIS INC.**  
**MICHAEL W. MEHAFFY, PROJECT MANAGER**  
P.O. BOX 2579 \* WHITE SALMON, WA 98672  
TAX ID: 93-1130678 \* (503) 250-4449

Invoice

May 1, 2023

INV: 05-2023-01

TO: City of Benton City  
Attn M. Dukes  
1009 Dale Avenue, Suite A  
Benton City, WA 99320

FOR: I-82 South Sub Area Plan – District Standards  
(Contract dated 02/07/2023)

Michael Mehaffy:

12.0 hours @ \$225/HR \$2,700.00

EXPENSES:

(None)

Michael Mehaffy (Total Due) \$2,700.00

Laurence Qamar (subcontractor – invoice attached): \$4,893.75

**Total Due, This Invoice** \$7,593.75

Summary of Billings to Date and Remainder:

Contract Amount	\$20,000.00
Billing 1 (April 1, 2023)	-\$10,518.75
Billing 2 (This Invoice)	-\$7,593.75
Remaining to Bill	\$1,887.50

*Thank you for your business!*

Mehaffy Timesheet for Benton City I-82 South Subarea Plan Design Standards – April 2023:

04/02/23 Develop PowerPoint for 4/04 Council meeting	1.25
04/03/23 Email corresp. Brandon M, Linda L – coordination	0.25
04/04/23 Coordination for Council meeting – Brandon, et al.	0.25
04/04/23 Council meeting (presentation)	1.50
04/10/23 Email coordination, prepare slides etc	0.75
04/10/23 City Council meeting (presentation)	1.00
04/11/23 Misc. coordination, emails	0.25
04/13/23 Edit video presentation for City website	1.50
04/18/23 City Council meeting	0.75
04/20/23 Planning Commission meeting, emails etc	1.00
04/21/23 Prepare slide deck for Port of Kennewick Commission	1.00
04/24/23 Phone call Linda L, revise slide deck, resend	0.75
04/25/23 Phone call Linda L, Tim A; coordinate Bridgette	0.25
04/25/23 Port of Kennewick meeting, presentation	0.75
04/25/23 Emails Linda L, phone meeting Laurence Q	0.50
04/28/23 Phone meeting Laurence Q, email Linda/Brandon et al.	0.25
 Total Hours	 12.00
 Total Fee @ \$225/HR	 \$2,700.00



QAMAR AND ASSOCIATES INC.  
ARCHITECTURE AND TOWN PLANNING

**Date:** April 30, 2023

**To:** Michael Mehaffy  
Structura Naturalis Inc.  
P.O. Box 2579  
White Salmon WA 98672  
(503) 250-4449

**Project:** Benton City DNR Codes and Illustrations

**Re: Invoice #2: April, 2023 Consulting Services**  
Aerial Illustration, Code collaboration with MM, Illustrative Masterplan

**Monthly Fee (See timesheet below):** \$4,893.75

**Expenses:**

**Expenses Total:** \$00

**TOTAL FEE THIS INVOICE - PLEASE PAY THIS AMOUNT:** **\$4,893.75**

Total Budget: \$10,000.00  
Previously Invoiced \$3,656.25  
This invoice: \$4,893.75  
Remaining Fees: \$1,450.00

*Thank you!*  
*Laurence Qamar, Architect and Town Planner, CNU-A*



QAMAR AND ASSOCIATES INC.  
ARCHITECTURE AND TOWN PLANNING

Date	Task - Design Guidelines and Illustrations (Sub consult to Mehaffy)	Hours
4/1/23	Finish drawing, scan, and prepare for sending to client	3
4/3/23	Emails with MM and Linda	1
4/3/23	Call w/Linda. Revised perspective to change roofs, add trees, reduce houses	2.75
4/3/23	Zoom City Council meeting	1
4/18/23	Zoom City Council meeting	0.5
4/24/23	Perspective black line rendering and revising in Photoshop	3
4/25/23	Coloring aerial rendering	4
4/26/23	Call with Michael re: work task management	0.5
4/26/23	Work on Illustrative master plan adding lot lines	3
4/28/23	Work on Illustrative master plan adding lot lines and trees	3
	TOTAL HOURS	21.75
	Hour Rate for Laurence Qamar	225.00
	TOTAL FEE this invoice	\$ 4,893.75

LAURENCE QAMAR - 3432 SE CARLTON STREET, PORTLAND OREGON 97202  
TEL: 971-221-7692, EMAIL: [lqamar@comcast.com](mailto:lqamar@comcast.com)

STRUCTURA NATURALIS INC.  
MICHAEL W. MEHAFFY, PROJECT MANAGER  
P.O. BOX 2579 \* WHITE SALMON, WA 98672  
TAX ID: 93-1130678 \* (503) 250-4449

Invoice

June 1, 2023

INV: 06-2023-01

TO: City of Benton City  
Attn M. Dukes  
1009 Dale Avenue, Suite A  
Benton City, WA 99320

FOR: I-82 South Sub Area Plan – District Standards  
(Contract dated 02/07/2023)

Michael Mehaffy:

1.5 hours @ \$225/HR \$337.50

EXPENSES:

(None)

Michael Mehaffy (Total Due) \$337.50

Laurence Qamar (subcontractor – invoice attached): \$675.00

**Total Due, This Invoice** \$1,012.50

Summary of Billings to Date and Remainder:

Contract Amount	\$20,000.00
Billing 1 (April 1, 2023)	-\$10,518.75
Billing 2 (May 1, 2023)	-\$7,593.75
Billing 3 (This Invoice)	-\$1,012.50

Remaining to Bill \$875.00

*Thank you for your business!*

Mehaffy Timesheet for Benton City I-82 South Subarea Plan Design Standards – May 2023:

05/04/23 Email correspondence, final materials, meeting on 18th	0.50
05/09/23 Email correspondence, request review by attorney	0.25
05/10/23 Email correspondence, send updated package	0.25
05/12/23 Phone conf Linda L, update code RE view	0.50
Total Hours	1.50
Total Fee @ \$225/HR	\$337.50



QAMAR AND ASSOCIATES INC.  
ARCHITECTURE AND TOWN PLANNING

Date: May 30, 2023

To: Michael Mehaffy  
Structura Naturalis Inc.  
P.O. Box 2579  
White Salmon WA 98672  
(503) 250-4449

Project: Benton City DNR Codes and Illustrations

Re: **Invoice #3: April, 2023 Consulting Services**  
Aerial Illustration, Code collaboration with MM, Illustrative Masterplan

Monthly Fee (See timesheet below): \$675.00

Expenses:  
**Expenses Total:** \$00

**TOTAL FEE THIS INVOICE - PLEASE PAY THIS AMOUNT:** \$675.00

Total Budget: \$10,000.00  
Previously Invoiced \$3,656.25  
This invoice: \$4,893.75  
Remaining Fees: \$1,450.00

Thank you!  
Laurence Qamar, Architect and Town Planner, CNU-A

Date	Task - Design Guidelines and Illustrations (Sub consult to Mehaffy)	Hours
5/5/23	Color render aerial rendering	3
	<b>TOTAL HOURS</b>	<b>3.00</b>
	Hour Rate for Laurence Qamar	225.00
	<b>TOTAL FEE this invoice</b>	<b>\$ 675.00</b>
	<b>RUNNING TOTAL for \$10K illustration contract</b>	<b>\$9,225.00</b>

LAURENCE QAMAR - 3432 SE CARLTON STREET, PORTLAND OREGON 97202  
TEL: 971-221-7692, EMAIL: [lqamar@comcast.com](mailto:lqamar@comcast.com)

STRUCTURA NATURALIS INC.  
MICHAEL W. MEHAFFY, PROJECT MANAGER  
P.O. Box 2579 \* WHITE SALMON, WA 98672  
TAX ID: 93-1130678 \* (503) 250-4449

Invoice

November 1, 2023

INV: 11-2023-01

TO: City of Benton City  
Attn M. Dukes  
1009 Dale Avenue, Suite A  
Benton City, WA 99320

FOR: I-82 South Sub Area Plan – Implementation  
(Contract dated 08/18/2023)

11.25 hours @ \$225/HR \$2,531.25

EXPENSES:

Mileage 292 @ \$.655 per mile \$191.26  
Hotel – Holiday Inn Richmond \$137.06  
\$328.32

Total Due, This Invoice

\$2,859.57

RECEIVED

BY: .....

BILLING SUMMARY:

Contract Amount	\$20,000.00
<u>Invoice 1 (November 1, 2023)</u>	<u>\$2,859.57</u>
Remaining to Invoice	\$17,140.43
	85.70%

*Thank you for your business!*



**Mehaffy Timesheet, August 24-October 31, 2023**

08/24/23 Initial review, develop initial concepts	0.50
08/29/23 Review Parks and Rec plan, email corresp.	0.50
10/11/23 Email corresp George Cress, Mayor Lehman RE planning	0.50
10/18/23 Prepare information packet, send to George C	1.50
10/26/23 Prepare Powerpoint deck, send	1.00
10/26/23 Drive time to Benton City (½ time)	2.50
10/26/23 Meeting – Mayor Lehman, George Cress	2.00
10/26/23 Revise slide deck	1.00
10/26/23 Planning Commission meeting	1.75
Total Hours	11.25
Total Fee @ \$225/HR	\$2,531.25

**STRUCTURA NATURALIS INC.**  
**MICHAEL W. MEHAFFY, PROJECT MANAGER**  
P.O. BOX 2579 \* WHITE SALMON, WA 98672  
TAX ID: 93-1130678 \* (503) 250-4449

Invoice

December 1, 2023

INV: 12-2023-01

TO: City of Benton City  
Attn M. Dukes  
1009 Dale Avenue, Suite A  
Benton City, WA 99320

FOR: I-82 South Sub Area Plan – Implementation  
(Contract dated 08/18/2023)

20.25 hours @ \$225/HR \$4,556.25

EXPENSES:

(None)

Total Due, This Invoice

\$4,556.25

BILLING SUMMARY:

Contract Amount	\$20,000.00
Invoice 1 (November 1, 2023)	\$2,859.57
<u>Invoice 2 (This invoice)</u>	<u>\$4,556.25</u>
Total Invoiced to Date	\$7,415.82
Remaining to Invoice	\$12,584.18
	62.92%

*Thank you for your business!*

Dec 4 2023  
MWD

**Mehaffy Timesheet for I-82 South Sub Area Plan – Implementation - November 2023:**

11/09/23 Emails George Cress, send slides	0.50
11/10/23 Research DNR leadership, contact managers	0.50
11/10/23 Begin laying out website, marketing materials	1.75
11/11/23 Continue laying out website, compile/develop materials	4.25
11/14/23 Phone call Matthew Matulovich, email L Lehman, G Cress	0.50
11/15/23 Compile, send materials to Matthew M, email coord.	0.25
11/17/23 Teams meeting – Matthew Matulovich	0.50
11/17/23 Meeting notes, email L Lehman, G Cress	0.25
11/17/23 Additional layout of website and materials	3.25
11/18/23 Additional layout of website and materials	4.25
11/19/23 Finish draft website layout, send to L Lehman, G Cress	4.00
11/22/23 Correspondence Matthew M RE trip, planning	0.25
Total Hours	20.25
Total Fee @ \$225/HR	\$4,556.25
Contract Amount	\$20,000.00
Invoice 1 (November 1, 2023)	\$2,859.57
This invoice	\$4,556.25
Total invoiced to date	\$7,415.82
Remaining to Invoice	\$12,584.18
	62.92%

**STRUCTURA NATURALIS INC.**  
**MICHAEL W. MEHAFFY, PROJECT MANAGER**  
P.O. BOX 2579 \* WHITE SALMON, WA 98672  
TAX ID: 93-1130678 \* (503) 250-4449

Invoice

January 1, 2024

INV: 01-2024-02

TO: City of Benton City  
Attn M. Dukes  
1009 Dale Avenue, Suite A  
Benton City, WA 99320

FOR: I-82 South Sub Area Plan – Implementation  
(Contract dated 08/18/2023)

10.25 hours @ \$225/HR \$2,306.25

EXPENSES:

Springhill Suites, December 14	\$125.71	
Springhill Suites, December 21	\$134.41	
Mileage, December 14-15 (137 miles x 2 x \$0.655/mi)	\$179.47	
<u>Mileage, December 21-22</u>	<u>\$179.47</u>	
<b>SUBTOTAL</b>		<b>\$619.06</b>

**Total Due, This Invoice**

**\$2,925.31**

**BILLING SUMMARY:**

Contract Amount	\$20,000.00
Invoice 1 (November 1, 2023)	\$2,859.57
Invoice 2 (December 1, 2023)	\$4,556.25
<u>Invoice 3 (This invoice)</u>	<u>\$2,925.31</u>
Total Invoiced to Date	\$10,341.13
Remaining to Invoice	\$9,658.87
	48.29%

*Thank you for your business!*

**Mehaffy Timesheet for I-82 South Sub Area Plan – Implementation - December 2023:**

12/14/23 Drive to/from Benton City (½ time)	2.50
12/15/23 Prep for meeting	0.25
12/15/23 Meeting Mayor, George C, Matthew M, staff	1.00
12/15/23 Site meeting – Matthew M	0.75
12/18/23 Research approvals, emails Nicole S, George C, review doc	0.50
12/19/23 Emails Nicole, George C, Contact KID representatives	0.25
12/21/23 Prepare PowerPoint for Planning Commission	0.50
12/21/23 Drive to Benton City (½ time)	1.25
12/21/23 Meeting George C, Planning Commission hearing	2.00
12/22/23 Drive time – return to office (½ time)	1.25
Total Hours	10.25
Total Fee @ \$225/HR	\$2,306.25
Contract Amount	\$20,000.00
Invoice 1 (November 1, 2023)	\$2,859.57
Invoice 2 (December 1, 2023)	\$4,556.25
This invoice	\$2,306.25
Total invoiced to date	\$9,722.07
Remaining to Invoice	\$10,277.93
	51.39%

**STRUCTURA NATURALIS INC.**  
**MICHAEL W. MEHAFFY, PROJECT MANAGER**  
P.O. BOX 2579 \* WHITE SALMON, WA 98672  
TAX ID: 93-1130678 \* (503) 250-4449

Invoice

February 1, 2024

INV: 02-2024-02

TO: City of Benton City  
Attn M. Dukes  
1009 Dale Avenue, Suite A  
Benton City, WA 99320

FOR: I-82 South Sub Area Plan – Implementation  
(Contract dated 08/18/2023)

2.00 hours @ \$225/HR \$450.00

EXPENSES:

(None)

Total Due, This Invoice

\$450.00

**BILLING SUMMARY:**

Contract Amount	\$20,000.00
Invoice 1 (November 1, 2023)	\$2,859.57
Invoice 2 (December 1, 2023)	\$4,556.25
Invoice 3 (January 1, 2024)	\$2,925.31
Invoice 4 (This invoice)	\$450.00
<b>Total Invoiced to Date</b>	<b>\$10,172.07</b>
<b>Remaining to Invoice</b>	<b>\$9,827.93</b>
	49.14%

*Thank you for your business!*

**Mehaffy Timesheet for I-82 South Sub Area Plan – Implementation - January 2024:**

01/02/24 Review WDFW letter, comment George C, Alan R	0.25
01/02/24 Contact BERK regarding shrubsteppe issue, get info, forward	0.25
01/03/24 Emails George, contact AHBL RE cultural resource issue	0.25
01/04/24 Review Emily W and Nicole S memo, emails	0.25
01/18/24 Emails George C RE contracts, schedule, planning for hearings	0.25
01/26/24 Zoom meeting – GC, Troy Maikis, WDFW, and followup email	0.75

Total Hours 2.00

Total Fee @ \$225/HR \$450.00

Contract Amount	\$20,000.00
Invoice 1 (November 1, 2023)	\$2,859.57
Invoice 2 (December 1, 2023)	\$4,556.25
Invoice 3 (January 1, 2024)	\$2,306.25
<u>This invoice</u>	<u>\$450.00</u>
Total invoiced to date	\$10,172.07
Remaining to Invoice	\$9,827.93
	49.14%



October 18, 2023

City of Benton City  
1009 Dale Avenue, Suite A  
Benton City, WA 99320

Dear Mayor and Members of the Council,

As you are aware, the Benton City I-82 South Subarea Plan has been adopted, and the development regulations have been drafted and are being enacted in accordance with State of Washington laws. Another key phase of work lies ahead, to develop recruitment materials and other implementation resources needed to achieve the full potential of this remarkable site. The Port of Kennewick generously provided funding to continue this work, and the City has asked that my consultancy continue the work we began with the subarea planning process in 2021. Following is a brief summary of where we are in this process, on which I will report in person on October 26<sup>th</sup>.

As I reported previously, the general approach taken through the planning has been:

- The overlay zoning district is a unique district that allows market flexibility while providing design guidelines to ensure compatibility and address potential conflicts;
- The design standards are derived from the community survey, visual preference survey, and subarea plan as it emerged from the charrette design workshop (later approved by the Planning Commission for final enactment by the Council);
- The final development standards is a combination of requirements (“rules of the road”) which are typical for public-realm design standards, along with options and “vision materials” to create incentives (faster regulatory approval, coordinated market appeal), combining “May,” “Should,” “Shall” (and recognizing that for builders/developers, clarity and certainty can sometimes be better than open-ended flexibility... as long as the product can be sold with a profit).

The final document incorporates results from the stakeholder survey, and direct citizen and stakeholder participation in the charrette process as well as agency review comments. The stakeholder survey included a visual preference survey to shape design standards and guidelines, consistent with a higher value for the site owners, and also consistent with the State of Washington requirement for “clear and objective”



approval standards, which also provide greater clarity and certainty to applicants, lowering uncertainty, risk and cost.

City of Benton City

October 18, 2023

Page Two

The stakeholder survey was answered by 143 respondents, 111 of whom were Benton City residents, 38 worked in Benton City, 22 were active volunteers in Benton City, 12 served on a local board, commission or the council, 19 lived in the Red Mountain area, and 6 worked in the Red Mountain area. There were clear preferences in some areas, and ambiguous results on other areas, where we provided options in the code.

For this next phase, the Project Deliverables (approved by the Port of Kennewick Commission in their funding approval) include:

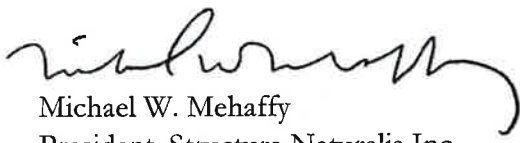
- Draft recruitment strategy and materials illustrating Subarea vision and concepts; specific materials and strategic actions to be identified through the development period;
- Work with Staff to update Parks and Recreation Plan to Include Subarea;
- Work with Staff to update zoning map to include Subarea;
- Train Staff to implement new design standards for City and Subarea. (Two different sets of design standards.)

On the next pages are some of the vision materials we developed previously, working with our subconsultant, the architect Laurence Qamar of Qamar and Associates. The next steps will be to incorporate these and other materials into a project website and other recruitment materials, as well as other actions as called for in this next phase.

One final point is that this form of development, so clearly preferred by the stakeholders, does pose more challenges for recruitment and implementation than a “business as usual” development model, particularly in the Tri-Cities context where such development is relatively unfamiliar. Yet the examples from other parts of the country (of which several are included as examples here) show that it is certainly possible to achieve this kind of project in a wide variety of contexts, and indeed to see it prove highly successful and profitable. The question for the City is whether it believes the vision established for this site is in the public interest, advancing beyond “business as usual” development to achieve the higher potential that this site offers, and raise the bar for higher development quality in Benton City and the region. Having been involved in a number of similar successful projects, and done research on many more, I would certainly recommend this course of action as feasible and desirable, assuming the necessary implementation steps are taken. One thing is certain: if the City and its stakeholders do not make the commitment and the effort, development trends will certainly not change, and the City can expect to see more conventional development on this and other sites.

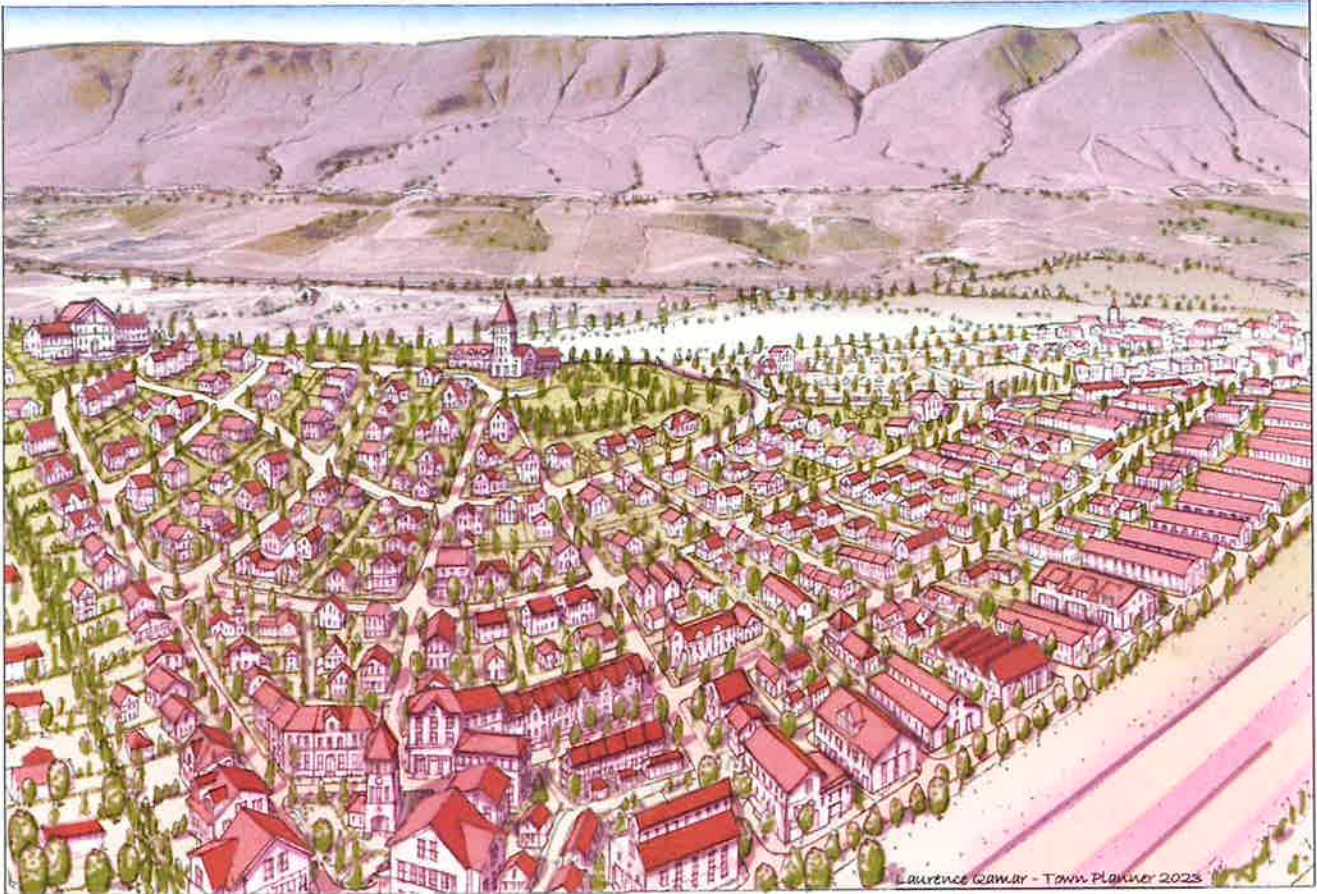
Therefore, I look forward to working with the Council and Staff on the next phase of this promising and exciting project!

Sincerely,

  
Michael W. Mehaffy  
President, Structura Naturalis Inc.

### **Vision Materials for Benton City I-82 South Subarea**

Following are images that evoke the desired character of the district. Common themes include wine regions, hill towns, traditional small towns of the West, and settlements that harmonize with their landscape.

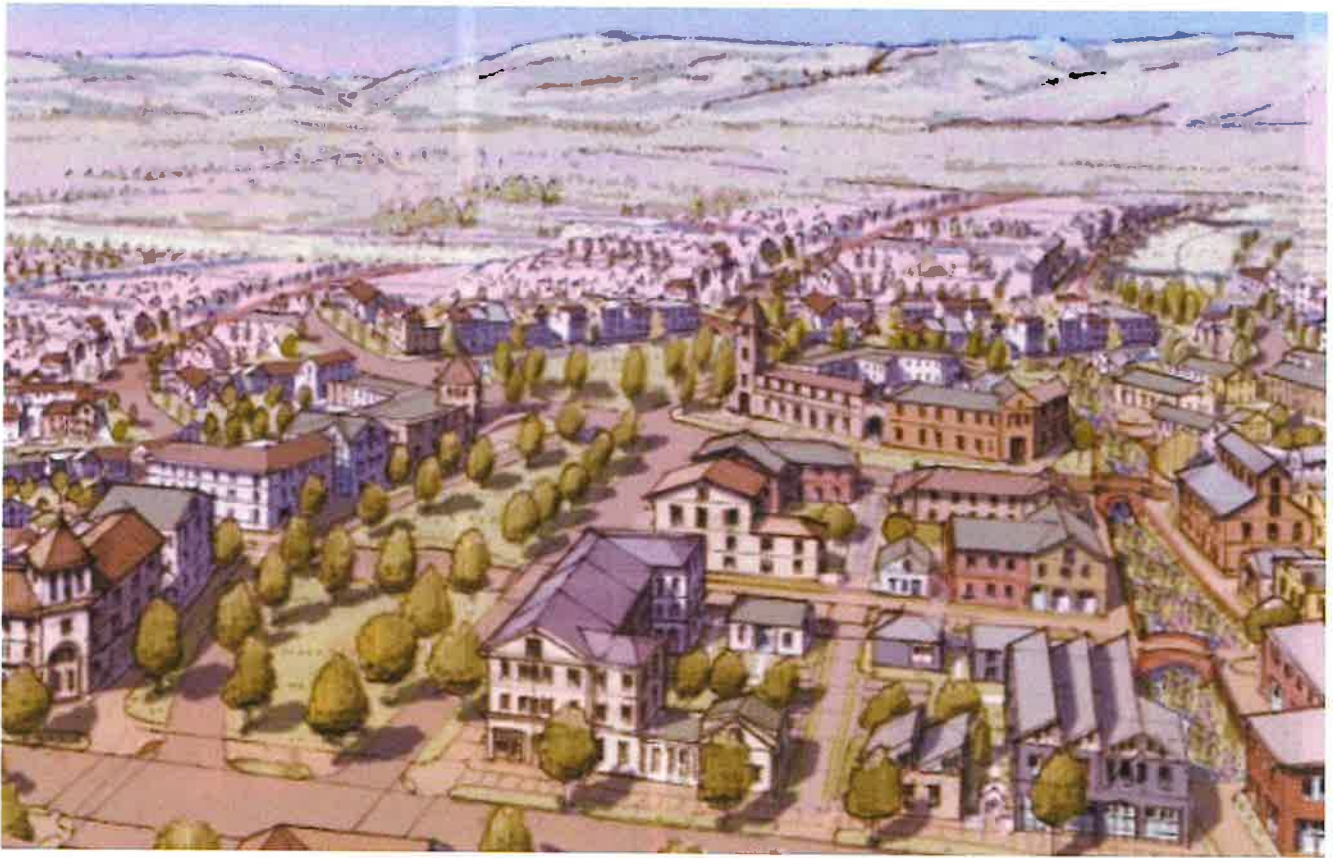


*Above: A bird's eye perspective of the new district, looking from the freeway area. A possible view looking up the hill toward the pinnacle, with a destination hotel at top.*





*Above, examples of colors, materials, and building character. Above left, sage, grape leaves, soil. Above right: whimsical medallions echo the yellow of sunflowers, set on a dramatic black background with red accents. Middle left: Ivy and vegetation in a beautiful courtyard at Tlaquepaque in Sedona, Arizona. Middle right: the beautiful colors of the hills harmonize with the grape leaves at Hedges Winery. Lower left: light industrial and "makerspaces" in Vancouver's Granville Island, with festive colors and shapes. Lower right: canopies, gravel and vegetation add to the character of a winery facility in The Dalles, Oregon.*



Above: a “maker-space” area with character that is compatible with the adjacent residential. Below: Buildings clustered around plazas and open spaces. Drawings by Laurence Qamar.



# INTERLOCAL COOPERATIVE AGREEMENT

## REGARDING

### CITY OF BENTON CITY ECONOMIC DEVELOPMENT PROJECTS

#### I. PARTIES

THIS INTERLOCAL COOPERATIVE AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, between the PORT OF KENNEWICK, a Washington municipal corporation hereafter referred to as "**Port**", and the CITY OF BENTON CITY, a Washington municipal corporation, hereafter referred to as "**City**" referred to collectively as the "**Parties**". The Parties agree as follows:

#### II. RECITALS

**2.1 Economic Development Authority.** The Port and the City are authorized, including under Chapters 39.33 and 39.34 of the Revised Code of Washington, to contract with each other and other public agencies in order to effectively and efficiently operate, administer and carry out their programs and public projects.

**2.2 Project Area.** The City has developed the I-82 Subarea development plan with the assistance of a professional A&E contractor.

**2.3 Opportunity for Collaborative Development.** The Parties recognize that successful economic development within the City benefits the economic and social welfare of the City and the surrounding area. Participation in the Project will continue to enhance the development of the project area into a destination, permitting the Parties to attract private sector investment.

#### III. OBLIGATIONS OF THE PARTIES

##### **3.1 General Obligations.**

- A. The City agrees to spend up to \$40,000 from its budget to pay the following:
1. Update parks and recreation plan to include Subarea;
  2. Update zoning map to include Subarea;
  3. Train staff to implement new design standards for City and Subarea (two different sets of design standards);
  4. Development of recruitment materials illustrating Subarea vision and concepts.

The City shall provide a copy of the updated Subarea documents to the Port upon completion.



- B. The Port shall reimburse the City for the cost of economic development planning projects in an amount not to exceed \$40,000. The City shall provide an invoice to the Port, including any support for the payment to the vendor in order to substantiate expenses.

#### IV. ADMINISTRATION

4.1 **Responsibilities.** This Agreement shall be administered by the Mayor or his/her designee and the Port Chief Executive Officer or his/her designee. Working in partnership and on behalf of their respective agencies these individuals shall be responsible as follows:

- (a) The City shall monitor progress of the Project and monitor the fulfillment of the Parties' responsibilities under this Agreement; and
- (b) The City will provide the Port with a quarterly report outlining the status of the Project, including a spreadsheet detailing all costs to be reimbursed; and
- (c) The City will utilize the uniform requirements of Chapter 39.80 RCW when awarding contracts pursuant to this agreement; and
- (d) Each Party shall follow their respective applicable City and Port bid and prevailing wage law policies and procedures when awarding bids for this Project.

4.2 **Document Review.** The Parties shall cooperate by sharing all relevant information related to the Project.

4.3 **Expenses and Financial Contingency.** Except as otherwise provided, the obligations of each Party shall be performed at the sole expense of said Party.

#### V. GENERAL

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

5.2 **Governing Law.** Each of the Parties has independent authority to contract; and, this Agreement is pursuant to that authority and shall be governed by, construed and enforced in accordance with the substantive laws of the State of Washington.

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





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

**5.5 Agreement Term.** The term of Agreement shall commence on its execution by both Parties and end upon the completion of the Subarea economic development projects and reimbursement to City by Port of all outstanding payable invoices related thereto. ("Agreement Term").

**5.6 Inspection of Records and Filing.** The records and documents with respect to all matters covered by this Agreement shall be subject to inspection by the Parties during the term of this Agreement and for three years after its termination. This Agreement shall be filed or listed pursuant to RCW 39.34.040.

**5.7 No Separate Legal Entity.** It is not the intention that a separate legal entity be established to conduct the cooperative undertaking nor is the joint acquisition, holding or disposing of real or personal property anticipated.

**5.8 Severability.** In the event any term or condition of this Agreement or application thereof to any person, entity or circumstance is held invalid, such invalidity shall not affect any other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this Agreement are declared severable.

**5.9 Defense and Indemnity.** Each party shall indemnify, defend, protect, hold harmless, and release the other, its officers, agents, and employees, from and against any and all claims, loss, proceedings, damages, causes of action, liability, costs or expense (including attorneys' fees and witness costs) arising from or in connection with or caused by any act, omission, or negligence of such indemnifying party.

**5.10 Breach.** In the event of a breach of this Agreement, the non-breaching Party shall retain all legal and equitable remedies against the breaching Party.



**VI. EXECUTION AND APPROVAL**

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

6.2 **Execution.** The person executing for a respective Party has been duly authorized to and does execute the Agreement on behalf of that respective Party.

**PORT OF KENNEWICK**

Date: \_\_\_\_\_

\_\_\_\_\_

Tim Arntzen, Chief Executive Officer

Approved as to form

Reviewed

\_\_\_\_\_

\_\_\_\_\_

Carolyn Lake, Port Counsel/Date

Nick Kooiker, Chief Financial Officer/Date

**CITY OF BENTON**

Date: \_\_\_\_\_

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

Linda Lehman, City Mayor

Approved as to form:

\_\_\_\_\_

City Attorney/Date



# PORT OF KENNEWICK

## RESOLUTION No. 2023-14

### ***A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE PORT OF KENNEWICK AUTHORIZING CEO TO SIGN AN INTERLOCAL AGREEMENT WITH THE CITY OF BENTON CITY REGARDING SUBAREA ECONOMIC DEVELOPMENT PROJECTS***

**WHEREAS**, the Port of Kennewick and City of Benton City are authorized to contract with each other (under RCW 39) in order to effectively and efficiently operate, administer and carry out their programs and public projects; and

**WHEREAS**, the City of Benton City approves the Interlocal Agreement whereby they would pay the amount not to exceed \$40,000 from its budget to update portions of the Subarea plan; and

**WHEREAS**, the City will provide proof of completion of the task(s) named in the updated Subarea development plans to the Port upon completion; and

**WHEREAS**, the Port shall reimburse the City for the cost of the updates not to exceed \$40,000, upon receipt of an invoice from the City; and

**WHEREAS**, the Port and City recognize that successful economic development within the City benefits the economic and social welfare of the City and the surrounding area; and will enhance the development of the project area into a destination, permitting the Parties to attract private sector investment.

**NOW, THEREFORE; BE IT RESOLVED** that the Port of Kennewick Board of Commissioners hereby approves the attached Interlocal Agreement between Port of Kennewick and City of Benton City; and authorizes the Port's Chief Executive Officer to execute the Agreement and instructs the CEO to take all action necessary to implement such Agreement.

**ADOPTED** by the Board of Commissioners of the Port of Kennewick this 13th day of June, 2023.

### ***PORT of KENNEWICK BOARD of COMMISSIONERS***

By: DocuSigned by:  
*Skip Novakovich*  
0E53A30E1C8E442

SKIP NOVAKOVICH, President

By: DocuSigned by:  
*Kenneth Hohenberg*  
89F77EAC8921416

KENNETH HOHENBERG, Vice President

By: DocuSigned by:  
**Thomas Moak**  
A35176A2D2CD413

THOMAS MOAK, Secretary



**PORT OF KENNEWICK**

**RESOLUTION No. 2023-11**

***A RESOLUTION OF THE BOARD OF COMMISSIONERS  
OF THE PORT OF KENNEWICK  
APPROVING BENTON CITY FUNDING ASSISTANCE***

**WHEREAS**, the Port has allocated \$125,000 via its Opportunity Fund, as part of the commission’s approved budget for projects of community importance that arise after the adoption of the approved two-year budget; and

**WHEREAS**, Benton City has proposed several projects of importance that also benefit the port and its regional economic development objectives; and

**WHEREAS**, those projects are as set forth on “Attachment B” hereto, which projects total approximately \$40,000 which could be funded from the Opportunity Fund; and


**WHEREAS**, staff recommends Commission approval of funding not to exceed \$40,000 from the Opportunity Fund. A spreadsheet related to the Opportunity Fund is attached as “Attachment A”.

**NOW, THEREFORE, BE IT RESOLVED** that the Port of Kennewick Board of Commissioners hereby approves allocation of funds not to exceed \$40,000 for Benton City projects as set forth in “Attachment B”.

**BE IT FURTHER RESOLVED** the Commissioners hereby ratify and approve all action by port officers and employees in furtherance hereof.

**ADOPTED** by the Board of Commissioners of Port of Kennewick on the 23rd day of May, 2023.

***PORT of KENNEWICK  
BOARD of COMMISSIONERS***

By:   
DocuSigned by:  
0E53A30E1C8E442

SKIP NOVAKOVICH, President

By:   
DocuSigned by:  
89F77EACB821416

KENNETH HOHENBERG, Vice President

By:   
DocuSigned by:  
A35176A2D2CD413

THOMAS MOAK, Secretary





**Opportunity Fund**

		2023-2024 Budget:		
<b>Project</b>	<b>Vendor</b>	<b>Encumbrance</b>	<b>Spent To Date</b>	<b>Balance</b>
Benton City Funding Assistance		\$ 40,000.00	\$ -	\$ 40,000.00
Cable Bridge Lighting Project		\$ 25,000.00	\$ -	\$ 25,000.00
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
	<b>TOTAL</b>	<b>\$ 65,000.00</b>	<b>\$ -</b>	<b>\$ 65,000.00</b>
	Remaining Budget	\$ 60,000.00		



## Areas of Potential Assistance from Port of Kennewick

- Update Parks and Recreation Plan to Include Subarea **8-10K**
- Update zoning map to include Subarea **3 - 5K**
- Train Staff to implement new design standards for City and Subarea. (Two different sets of design standards) **6-10K**
- Development of recruitment materials illustrating Subarea vision and concepts **10-15K**





# Solutions for Shared Regional Problems

**Benton-Franklin Council of Governments convenes local governments to collaboratively plan, fund, and administer solutions to shared community needs.** BFCOG facilitates the flow of state and federal funds into the region for transportation and economic development through planning activities and administration of related programs.

Benton-Franklin Council of Governments (BFCOG) was established by voluntary association of the local units of government in 1966 with the vision of providing a forum for improved communication, multi-jurisdictional decision-making, regional planning, and lead agency capacity for the provision of multi-jurisdictional programs. The services currently provided to the Member Jurisdictions are outlined by the Interlocal Agreement and can evolve with the needs of the Member Jurisdictions. BFCOG currently fulfills the following designations on behalf of the Benton-Franklin region:

- **Regional Planning Commission** (RCW 36.70.60)
- **Conference of Governments** (RCW 36.64.80)
- **Regional Transportation Planning Organization** (RCW 47.80.20)
- **Metropolitan Planning Organization/Transportation Management Area** (Federal Highway Administration, Federal Transit Administration)
- **Economic Development District** (US Department of Commerce, Economic Development Administration)

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*Since 2018, federal and state Transportation (FHWA/FTA/WSDOT) and Economic Development (EDA/EPA) programs have provided **direct project funding** to local jurisdictions of **\$35.7M** compared to the combined local assessment invested of just **\$1.18M**. **That's an average of \$30 direct return for every \$1 of local funds invested in BFCOG!***

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## Summary of Support for: **Port of Kennewick**

### Transportation Planning & Funding:

- Participated in the September 2023 First Annual E-Bike Expo
- Eligible for Transportation Call for Projects competitive funding.

### Economic Development:

- Projects included in the **2023 Comprehensive Economic Development Strategy (CEDS)** document to support the acquisition of future project funding: **Clower Island Revitalization; Vista Field Redevelopment; The Willows Infrastructure Project (Columbia Drive Revitalization Phase 3)**.
- Access to **Brownfields Coalition Assessment Grant** funding for eligible Phase I, Phase II, Site/Area Wide Planning nominated brownfield sites.
- **Technical Assistance** available for EDA Funding and other Notices of Funding Opportunities
- **Congressional Connections Meetings** invitations to collaborate with staff representatives from Senators Murray and Cantwell, and Congressman Newhouse.

## Fiscal Impact to: **Port of Kennewick**

**2023 Annual Dues Assessment: \$10,648** (Federal Program Matching Only – 4% of Assessment Budget)

## 2022-2023 BFCOG Highlights

Approved and Ratified **Updated the Interlocal Agreement, Bylaws, and Standing Committee Policies** with all 13 Member Jurisdictions

Fully Staffed Planning Department with 6 Planning Professionals

Obligated **\$12.724M** to Local Transportation Projects

Completed the 2022 and 2023 annual updates to the **2021-2025 Comprehensive Economic Development Strategy** (CEDS), incorporating regional jurisdictional projects and regional economic data

**Defederalization of \$847,000** in former EDA Regional Revolving Loan Fund dollars for future economic development use

Received a 3-year **\$600,000 EPA Brownfields Assessment Coalition Grant** and provided environmental assessments or reuse planning to 12 sites to date.

Received **\$400,000** in ARPA Funding to Support Economic Recovery and Resiliency Planning

Adopted **2024-2025 Unified Planning Work Program** (UPWP) for MPO/RTPO with **\$3.16M** Budget for Planning Programs

Provided over **75 Technical Assistance Services** for Regional Jurisdictions

**50 Facilitated Congressional Connection Meetings** between Jurisdictions and Federal Delegation Staff

Serving as **Record of Information Source** for federal funding opportunities from Senators Murray and Cantwell's Offices

Updated **Regional Traffic Count** Data for **715 + locations**

Updated Travel Demand and Land Use Modeling Data to include Freight Traffic Information

Conducted over **70 Modeling and Mapping Services** for Jurisdictions and Developers

Provide Contracted Administration to the **Tri-City Regional PFD** and **Benton County PFD**

Distributed over **4,000 Regional Bike Maps** (English and Spanish) to date

4 Years of **Clean SAO Audits**

Co-Facilitate the **Benton-Franklin Broadband Action Team** and their Infrastructure, and Digital Equity Sub Committees. Received **\$102,000** in **Broadband Equity, Accessibility & Deployment (BEAD) Planning** funds to conduct planning activities to support future BEAD infrastructure funding applications.

Partnering with TRIDEC, Visit Tri-Cities, and the Regional Chamber to form the **Tri-Cities Strategic Alliance** to intentionally collaborate on regional scale projects, including BFCOG's **Internet for All** initiative.



# Ongoing Planning Services, Data Collection, and Technical Support provided by BFCOG

## Metropolitan Planning Organization/Regional Transportation Planning Organization

**Call for Projects:** Funding Allocation makes available roughly \$5M annually to local jurisdictions for local multi-modal projects through a competitive process in cooperation with WSDOT. This funding is only available to jurisdictions through the regional MPO.

**Comprehensive Plan Growth Management Act Certification:** Review of the transportation element of local jurisdiction comp plans to ensure consistency with GMA requirements, then issue required GMA certification.

**Travel Demand Modeling Data and Land Use Scenarios** for developments and comprehensive planning are provided to local jurisdictions and regularly updated on behalf of the region. This service would have to be procured by each individual jurisdiction if not supplied by BFCOG.

**Regional Traffic Count Program** collects data from over 630 regional locations identified by Jurisdictions, including average daily traffic, vehicle type, peak hour flows, freight data, etc. Local jurisdictions use this information to assess the impact of proposed new developments, among other things.

**Transportation Improvement Program (TIP) Assistance** is provided to local jurisdictions to ensure projects are entered into the WSDOT project software. Projects not entered are not eligible for state or federal pass-through funds.

**Regional Transportation Priorities** is an annually compiled list of collaborative transportation projects for the Tri-Cities region highlighting the highest priority projects adopted by the BFCOG. This listing is helpful to local, state, and federal agencies in accomplishing planning tasks and provides information to support the pursuit of projects and funding, including grant applications.

**Active Transportation Planning** provides comprehensive bicycle and pedestrian planning for the region. The most recent Regional Active Transportation Plan provided a Level of Traffic Stress (LTS) rating for all regional roads and a best practices toolbox section to help implement multimodal improvements.

**Federal Functional Classification (FFC) Reclassification** requires coordination with local jurisdictions, ensuring that desired roadway reclassification meets regional transportation goals. Without BFCOG, it would fall to each individual jurisdiction to ensure their roadways do not interfere with other local jurisdictions' roadways.

**Congestion Management Process (CMP)** provides a shared vision, goals, objectives, and strategies for the region to guide future improvements for all forms of transportation. The CMP involves developing objectives and performance measures to support those objectives, data collection and analysis, identifying strategies, and evaluating effective strategy implementation to plan for effective congestion management. As a migratory region with regular commuting between closely located communities, this is an essential regional undertaking.



**Human Services Transportation Plan (HSTP)** ensures coordinated transportation planning between local agencies, WSDOT, MPO, and the community to improve transportation services for persons with special needs and those who cannot transport themselves due to physical or mental limitations, income, or age. Projects identified in the HSTP are eligible for funding through a statewide selection process known as the Consolidated Grant Program.

**Metropolitan Transportation Plan (MTP)** is a long-range, multi-modal planning document that identifies the region's mobility needs for 20+ years. It provides a policy framework for investing anticipated federal, state, and local funds based on the projected needs, regional goals, and objectives. Transportation projects not part of the MTP are not eligible for state and federal transportation funding.

**Title VI/Equity Plan** provides important regional data analysis related to equity and transportation.

Additional services available upon request by local jurisdictions include **Land Use Planning, Land Suitability Analysis, Mapping Services,** and **Equity Data Support.**

### **Economic Development District**

BFCOG produces a **Comprehensive Economic Development Strategy (CEDS)** for the region. The CEDS, which showcases projects and regional economic areas of emphasis, is a requirement of the Economic Development Administration (EDA) to support investment of EDA grant funding in the region. Since 2009 more than \$12M has been invested by the EDA for projects in this region.

**Economic Resiliency and Recovery** is a new addition to the CEDS. BFCOG coordinates with local jurisdictions and state/federal agencies to evaluate and recommend resiliency and recovery planning to coincide with regional emergency planning. COVID-19 has highlighted nationally how unprepared communities are to affect economic resilience and recovery during and after a disaster.

**Funding Technical Assistance** is provided to local jurisdictions to facilitate the flow of state and federal funding into the region through grants and ongoing programs. EDA has over \$3.5B available nationally for community-building programs. Each program strongly advocates partnership with the local Economic Development District for consideration. 2021's federal Infrastructure Investments and Jobs Act (IIJA) includes significant funding opportunities, especially in the Transportation sector.

**Lead Agency Capability** is available for BFCOG to by the applicant and administrator for state or federal programs that allow collaboration and impact to more than one jurisdiction in the region. One such program is the EPA Brownfields Program, which awarded BFCOG a \$600K competitive grant for Brownfields Assessments across the region.

**Regional Brownfields Program** is an initiative to identify and prioritize brownfield sites to facilitate potential redevelopment or reuse through environmental assessment, remediation, and site-specific planning. An environmental consulting firm has been contracted to support these activities and identify other funding support for related activities.

**Equity Analysis/Data Support** can be provided including data and third-party analysis to support the new expectations of the WA "HEAL" Act and increasing federal funding requirements.

### **Multi-Jurisdictional Programs**

BFCOG can help two or more local governments partner to their mutual benefit by administering a multi-jurisdictional program or service. **How might this benefit your jurisdiction by reducing duplication of efforts, saving money, or improving collaboration?**