



City Council WORKSHOP Agenda

May 23, 2023 at 6:30 PM

City Hall Council Chambers - 210 W. 6th Ave and Virtual

The City of Kennewick broadcasts Council meetings via Zoom and on the City's website at
<https://www.go2kennewick.com/CouncilMeetingBroadcasts>.

No public comment is taken at workshops.

1. CALL TO ORDER
2. PORT OF KENNEWICK MEMORANDUM OF UNDERSTANDING
3. PARKS AND RECREATION COMPREHENSIVE PLAN
4. ADJOURN

Council Agenda Coversheet 	Agenda Item Number: 2. Agenda Item Type: General Business Item Subject: Port of Kennewick MOU Department: City Manager	Council Date: 5/23/2023 Category: Policy Review
Summary Over the past several years, the City of Kennewick and the Port of Kennewick have worked in partnership on several projects within the City of Kennewick. In several instances, we have also partnered with the USACE (U.S. Army Corps of Engineers), CTUIR (Confederated Tribes of the Umatilla Indian Reservation), and Benton County. These partnerships have allowed the City to leverage taxpayer dollars with grant funds and RCCF (Rural County Capital Funds) to accomplish projects that add vibrancy and provide for additional private investment. During the workshop, Tim Arntzen and myself will present the proposed Memorandum of Understanding between the City and the Port that will drive the next economic development opportunities in Kennewick. The MOU addresses partnership projects in both the East and West Kennewick areas and includes the following: • Feasibility of a Parking Structure to serve Vista Field development • Vista Field Development - Grandridge Boulevard • Remediation of Duffy's Pond to Include: ○ Algicides to prevent Noxious Aquatic weeds ○ Work with USACE to explore options for deepening & aeration of Duffy's Pond ○ Cooperate towards the completion of Duffy's Pond trail In addition to the above partnership projects, the Port has applied for \$3.4M of their RCCF for Vista Hangar repurposing. This MOU will allow the City and the Port to continue to work in partnership, along with other partner organizations, to continue to improve both the Columbia Drive and Vista Field areas. Attachments: 1. MOU		

**MEMORANDUM OF UNDERSTANDING
REGARDING
POTENTIAL JOINT PROJECTS OF COMMUNITY IMPORTANCE
BETWEEN THE PORT OF KENNEWICK AND THE CITY OF KENNEWICK**

I. PARTIES

This Memorandum of Understanding (MOU) is entered into as of _____, 2023, between the PORT OF KENNEWICK, a Washington municipal corporation (“Port”), and the CITY OF KENNEWICK, a Washington municipal corporation, (“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 to operate, administer and carry out their programs and public projects effectively and efficiently.
- 2.2 Location of Facility in Project Area.** The Port owns various parcels of real property within the City which it is developing to the benefit of the public and both Parties.
- 2.3 Opportunity for Collaborative Development.** The Parties recognize that successful economic development of the Property benefits the economic and social welfare of the City and the surrounding area. The Parties seek to memorialize their understanding related to potential joint development activities.
- 2.4 Port Action.** In October 2022, the Port applied to Benton County for Rural County Capital Funding (RCCF) from its account, in the sum of \$3,400,000. This funding, if awarded, shall be utilized for Vista Hangar repurposing as set forth in the application attached hereto as “Exhibit A.”

III. OBLIGATIONS OF THE PARTIES

- 3.1 Obligations.** The Parties shall consult related to the following future projects:
- A. **Parking Structure.** The Parties shall examine the necessity of a parking structure to serve the Vista Field development, the City’s Entertainment District and Benton County facilities. The Parties shall jointly select and contract with a consultant to examine the need and feasibility of a parking structure serving the immediate area. Costs shall not exceed \$40,000 and shall be split evenly between the parties. The parties shall use best efforts to ensure that the consultant’s report is finalized on or before June 1, 2024. It is the intent of the Parties to present the contents of the report to each Party’s elected body in a timely manner. The parking feasibility study in no way commits either party to building a parking structure, rather it provides information to both parties for future planning efforts.

- B. **Vista Field Development.** The Port is negotiating with a private party developer to build a large-scale residential development on a portion of the site, with a construction cost estimated to exceed \$10,000,000 (the Development). The Development will require the Port to complete Grandridge Boulevard as approximately shown on Exhibit “B” (the Grandridge Extension). If the Port signs a purchase and sale agreement with the developer for the Development on or before December 31, 2023, then the City will contribute one-half of the project costs, including architecture and engineering costs, of the Grandridge Extension, up to \$800,000. The Port shall design, bid, and award the project for construction of the Grandridge Extension and shall invoice the City upon completion of the project.

When the sale of this parcel closes, the City will pursue an amendment to the development agreement with the Port to carve out the Grandridge Extension and contribute one-half the construction costs up to the \$800,000. The City portion of the funding would come from the City’s Rural County Capital Funds (RCCF) allocation. The parties agree to work jointly on securing RCCF for the up to \$800,000 to be paid by the City through collaborating on and supporting the application.

- C. **Remediation of Duffy’s Pond.** The Parties recognize the necessity of treating the Clover Island boat basin and Duffy’s Pond with algicides to prevent the accumulation of noxious aquatic weeds and algae. Each Party’s respective staff shall collaborate to produce, on or before July 1, 2023, a brief written plan which will provide for the treatment of the boat basin and the pond. The plan will account for the City’s downstream potable water plant intake as well as consider time of year limitations associated with City’s potable water demands as it relates to the application of algicide. The plan shall provide for effective implementation action for both areas, commencing with the 2023 season and extending through the 2028 application season.
- D. In addition to the work described above, the Parties will also consult with the US Army Corps of Engineers to explore options for deepening Duffy’s Pond. Said deepening would permit the use of aeration equipment which provides for long-term algae control in the pond.
- E. The parties agree to communicate and cooperate toward the completion of Duffy’s Pond Trail including design, easement dedication, environmental permitting and construction.

IV. ADMINISTRATION

- 4.1 **Responsibilities.** This MOU shall be administered by the City Manager or her designee and the Port Chief Executive Officer or his designee. Working in partnership and on behalf of their respective agencies these individuals shall be responsible for:

- A. Establishing policies for implementing this MOU;

- B. Providing periodic progress reports;
 - C. Monitoring progress of the Parties and other agencies in the fulfillment of their respective responsibilities; and
 - D. Follow 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, including planning, financial and environmental documents, to the extent allowed by law.
- 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 MOU 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 MOU 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 MOU shall be the Superior Court for Benton County.
- 5.4 **Non-Waiver.** Nothing in this MOU and no actions taken pursuant to this MOU 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 MOU or any provision of law.
- 5.5 **MOU Term.** The term of MOU shall be continue until each Party's obligations hereunder have been fully performed, or December 31, 2026, whichever occurs first.
- 5.6 **Inspection of Records and Filing.** The records and documents with respect to all matters covered by this MOU shall be subject to inspection by the Parties during the term of this MOU and for three years after its termination. This MOU 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 MOU 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 MOU which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this MOU are declared severable.

- 5.9 Defense Indemnity and Insurance.** 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 MOU, the non-breaching Party shall retain all legal and equitable remedies against the breaching Party.
- 5.11 Assignment.** Neither Party may assign its obligations under this MOU.

VI. EXECUTION AND APPROVAL

- 6.1 **Warranty of Authority.** Each Party to this MOU warrants that it has the authority to enter into this MOU.
- 6.2 **Execution.** The person executing for a respective Party has been duly authorized to and does execute the MOU on behalf of that respective Party.

PORT OF KENNEWICK

Date: _____

By: _____

TIM ARNTZEN, Chief Executive Officer

Approved as to Form:

CAROLYN LAKE
Attorney for Port of Kennewick

CITY OF KENNEWICK

Date: _____

By: _____

MARIE E. MOSLEY, City Manager

Approved as to Form:

LISA BEATON, City Attorney

MOU, dated _____
Exhibit A

To be attached.

DRAFT



City of Kennewick, Washington Parks and Recreation Comprehensive Plan

City Council Workshop Meeting: May 23

 **BerryDunn**

Bernardo Wills





Agenda

- 1** Project Team
- 2** Project Intent & Success Factors
- 3** Project Approach and Schedule
- 4** Current Conditions Discussion
- 5** Next Steps

Project Team

BERRYDUNN

Prime firm | Project management, level of service, community engagement, recreation assessment, visioning



Teresa Jackson
Project Manager



Jeff Milkes
Project Consultant



Dave Peterson
GRASP® Team Leader



Caylon Viehehr
GIS Analyst

BERNARDO WILLS

Subcontractor | Maintenance Assessment, Capital Cost Estimates



Dell Hatch
Managing Director of Landscape Architecture



Bill LaRue
Landscape Architect

ETC

Subcontractor | Survey design, research, and analysis



Ryan Murray
Assistant Director of Community Research



Project Intent & Success Factors

The Parks and Recreation Comprehensive Plan is a six-year guide and strategic plan for managing and enhancing parks and recreation services. This plan will provide a vision for Kennewick's parks and recreation system and establishes a path forward for providing high quality, community-driven parks, trails, open spaces and recreational opportunities.



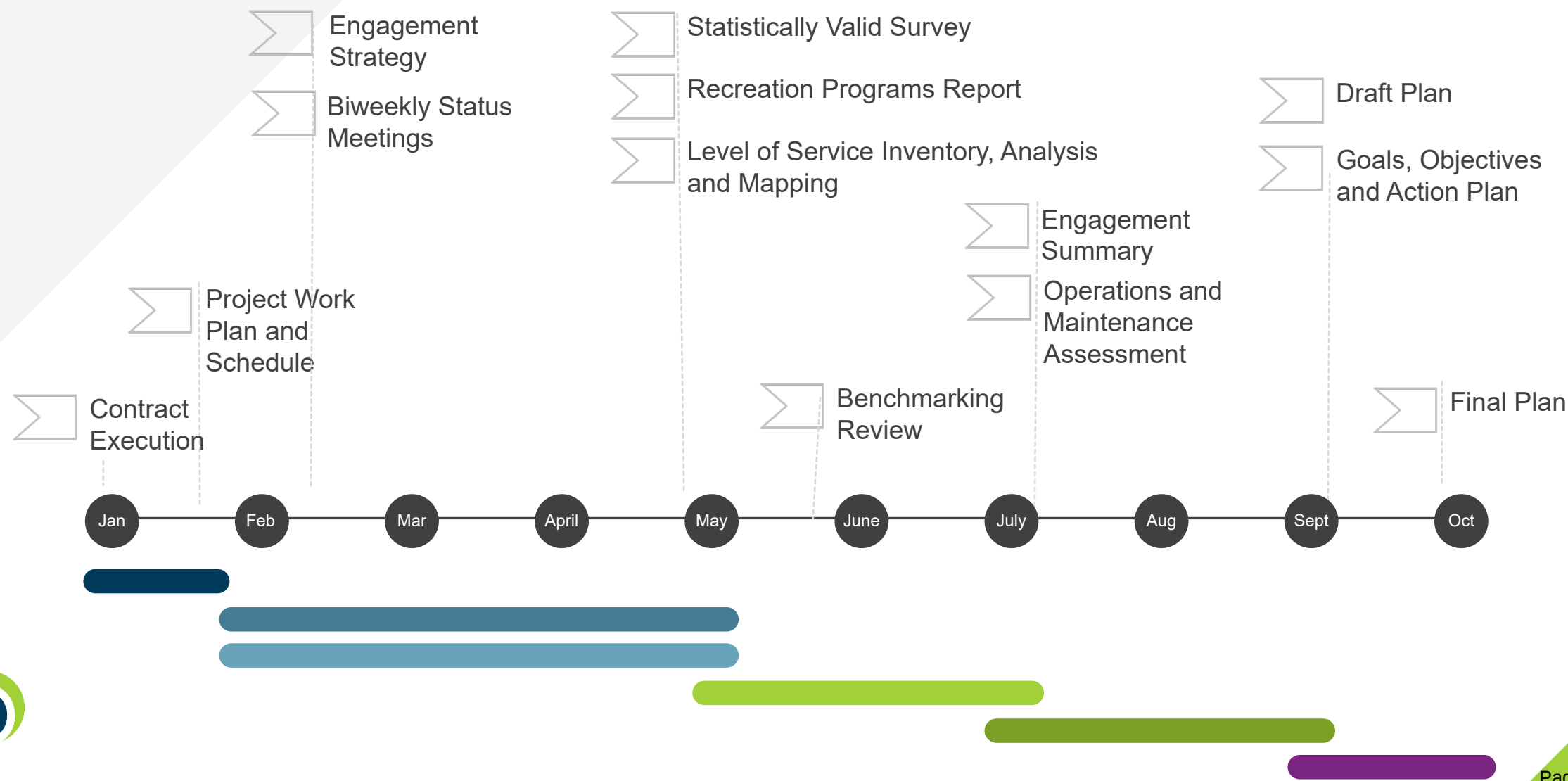
This Plan Will:

- Identify service gaps;
- Anticipate new recreation needs;
- Evaluate operations, staffing needs and funding opportunities
- Develop prioritization for new park and recreation facility acquisition and development;
- Provide a plan outlining the park improvements required to implement plan recommendations;

Project Approach & Schedule



Timeline



Current Conditions Discussion

- ✓ Based on what you know and what you hear from others, what is the Department's image or brand in the community?
- ✓ What challenges do you feel the Department will face over the next five years?
- ✓ Are there any underserved segments of the community that the Department needs to provide additional resources or outreach?
- ✓ What is the top priority that should be addressed through this planning process?

Next Steps

Findings June 27:

- Focus Group Priorities
- Survey Findings
- Operations and Maintenance Report Assessment Findings
- Benchmarking Review

Findings July 25:

- Level of Service Inventory, Analysis and Mapping
- Recreation Program Report



Thank You



Teresa Jackson
Senior Consultant

BerryDunn