

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

To participate by telephone, please call in at: 1-866-899-4679, Access Code: 500-922-533

Or, join on-line at the following link: <https://meet.goto.com/500922533>

## AGENDA

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

March 24, 2026  
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 March 17, 2026
  - B. Approval of Warrant Register Dated March 24, 2026
  - C. Approval of Regular Commission Meeting Minutes March 10, 2026
- VI. PRESENTATIONS**
  - A. Employee Introductions - Governmental Relations (TIM/TANA/ROCHELLE)
  - B. Clover Island Artwork Update (MICHAEL)
  - C. Commissioners Rules of Policy and Procedure (TIM)
  - D. Community Ambassador Policy (TIM)
- VII. NEW BUSINESS**
  - A. Vista Field
    - 1. Development Agreement; Resolution 2026-06
    - 2. Interlocal Agreement with City of Kennewick; Resolution 2026-07 (TIM)  
(Joint Use Parking Lot E)
- VIII. REPORTS, COMMENTS AND DISCUSSION ITEMS**
  - A. Public Disclosure Commission F-1 Forms (BRIDGETTE)
  - B. CEO Report (if needed) (TIM)
  - C. Commission Meetings (formal and informal meetings with groups or individuals)
  - D. Non-Scheduled Items  
LISA/BRIDGETTE/TANA/ROCHELLE/NICK/LARRY/AMBER/MICHAEL/DAVID/CAROLYN/TIM/RAUL/SKIP/KEN

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

X. ADJOURNMENT

***PLEASE SILENCE ALL NOISE MAKING DEVICES***



# PORT OF KENNEWICK REGULAR COMMISSION MEETING

**DRAFT**

**MARCH 10, 2026 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 Vice President Skip Novakovich called the Regular Commission Meeting to order at 2:00 p.m.

## **ANNOUNCEMENTS AND ROLL CALL**

**The following were present:**

**Board Members:** Kenneth Hohenberg, President (Excused)  
Skip Novakovich, Vice President  
Raul Contreras Gonzalez, Secretary

***MOTION:*** *Commissioner Contreras Gonzalez moved to excuse Commissioner Hohenberg's absence from the March 10, 2026 Commission Meeting; Commissioner Novakovich seconded. With no further discussion, motion carried unanimously. All in favor 2:0.*

**Staff Members:** Tim Arntzen, Chief Executive Officer  
Tana Bader Inglima, Deputy Chief Executive Officer  
Nick Kooiker, CFO/Deputy Chief Executive Officer  
Amber Hanchette, Director of Real Estate  
Michael Boehnke, Director of Operations  
Rochelle Olson, Director of Governmental Affairs  
Bridgette Scott, Executive Assistant (via telephone)  
Lisa Schumacher, Special Projects Coordinator  
Carolyn Lake, Port Counsel (via telephone)

## **PLEDGE OF ALLEGIANCE**

Commissioner Novakovich led the Pledge of Allegiance.

## **PUBLIC COMMENT**

No comments were made.

## **CONSENT AGENDA**

- A. *Approval of Direct Deposit and E-Payments Dated March 3, 2026***  
Direct Deposit and E-Payments totaling \$121,720.36
- B. *Approval of Warrant Register Dated March 10, 2026***  
Expense Fund Voucher Number 107737 through 107777 for a grand total of \$163,830.23
- C. *Approval of Regular Commission Meeting Minutes February 24, 2026***
- D. *Approval of Certificate of Appreciation for Tana Bader Inglima***

# PORT OF KENNEWICK REGULAR COMMISSION MEETING

MARCH 10, 2026 MINUTES

**DRAFT**

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***MOTION:*** *Commissioner Contreras Gonzalez moved to approve the Consent Agenda; Commissioner Novakovich seconded. With no further discussion, motion carried unanimously. All in favor 2:0.*

## PRESENTATIONS

### **A. *Two Cultures One Community Powwow***

Mr. Arntzen and Commissioner Novakovich attended the Two Cultures One Community Powwow, February 27-March 1, 2026, in Pendleton Oregon, where the Port was an advertising sponsor (*Exhibit A*). Additionally, staff attended a meeting with the Confederated Tribes of the Umatilla Indian Reservation Board of Trustees Friday morning.

Commissioner Novakovich stated there were many tribes that attended and about 365 dancers. Commissioner Novakovich described the event and stated that the CTUIR was very hospitable to them.

Ms. Bader Inglima stated the Board of Trustees Meeting offered staff the opportunity to continue to build on our relationship with the CTUIR.

## REPORTS, COMMENTS AND DISCUSSION ITEMS

### **A. *Interlocal Agreement with City of Kennewick***

Mr. Arntzen presented a draft interlocal agreement (ILA) with the City of Kennewick regarding a joint use parking lot for approximately 460 spaces adjacent to Vista Field and the entertainment district (*Exhibit B*). The Port contribution would cap at \$1,000,000 and would benefit both areas. In addition to the ILA is Exhibit B, which outlines the specific maintenance and usage terms of the agreement. Following the approval of the ILA and Exhibit B, the Port is requesting the City extend the Vista Field Development Agreement, which outlines the design standards, zoning and specifics for Vista Field. The caveat of the Port signing the joint use parking lot ILA reflects the expectation of the City to approve the Port requested Development Agreement within 60 days of signing the ILA.

Mr. Peterson outlined the details of the joint-use parking lot and how it works with the Vista Field Master Plan (*Exhibit C*).

### **B. *Vista Field***

Ms. Bader Inglima reported that the ribbon cutting for Blueberry Bridal took place this morning and there was a great turnout (*Exhibit D*).

### **C. *CEO Report***

Mr. Arntzen reported on the following:

- The Commission Policy and Procedure and Ambassador Policy will be reviewed at the March 24, 2026 Commission Meeting;
- Had an engaging meeting with the Eastern Washington University Provost, Lorenzo Smith;
- Thanked former Commissioner Moak for attending the ribbon cutting of Blueberry Bridal and stated it is nice to see him attending the Commission Meetings.

**PORT OF KENNEWICK  
REGULAR COMMISSION MEETING**

**MARCH 10, 2026 MINUTES**

**DRAFT**

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

Commissioners reported on their respective committee meetings.

***E. Non-Scheduled Items***

No items to report.

**PUBLIC COMMENTS**

Tom Moak, Kennewick. Mr. Moak always enjoys and appreciates the CEO Report. Mr. Moak inquired if there will be a lighted crosswalk installed on Grandridge Boulevard for the joint use parking lot. Mr. Moak stated the Port and City should consider an overhead crossing if circumstances arise. Mr. Moak hopes the Port will have input on the landscaping of the joint use parking lot so that it is consistent with the landscaping in Vista Field.

No further comments were made.

**ADJOURNMENT**

With no further business to bring before the Board; the meeting was adjourned at 2:59 p.m.

***APPROVED:***

**PORT of KENNEWICK  
BOARD of COMMISSIONERS**

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*Kenneth Hohenberg, President*

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*Skip Novakovich, Vice President*

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*Raul Contreras Gonzalez, Secretary*

NÁPT TANANÁWIT, LÁXS NÍŠAYČT

20

26



TWO CULTURES - ONE COMMUNITY

# POWWOW

## SAVE THE DATE!

**February 27-March 1 • 2026**

PENDLETON CONVENTION CENTER  
1601 WESTGATE • PENDLETON, OREGON USA



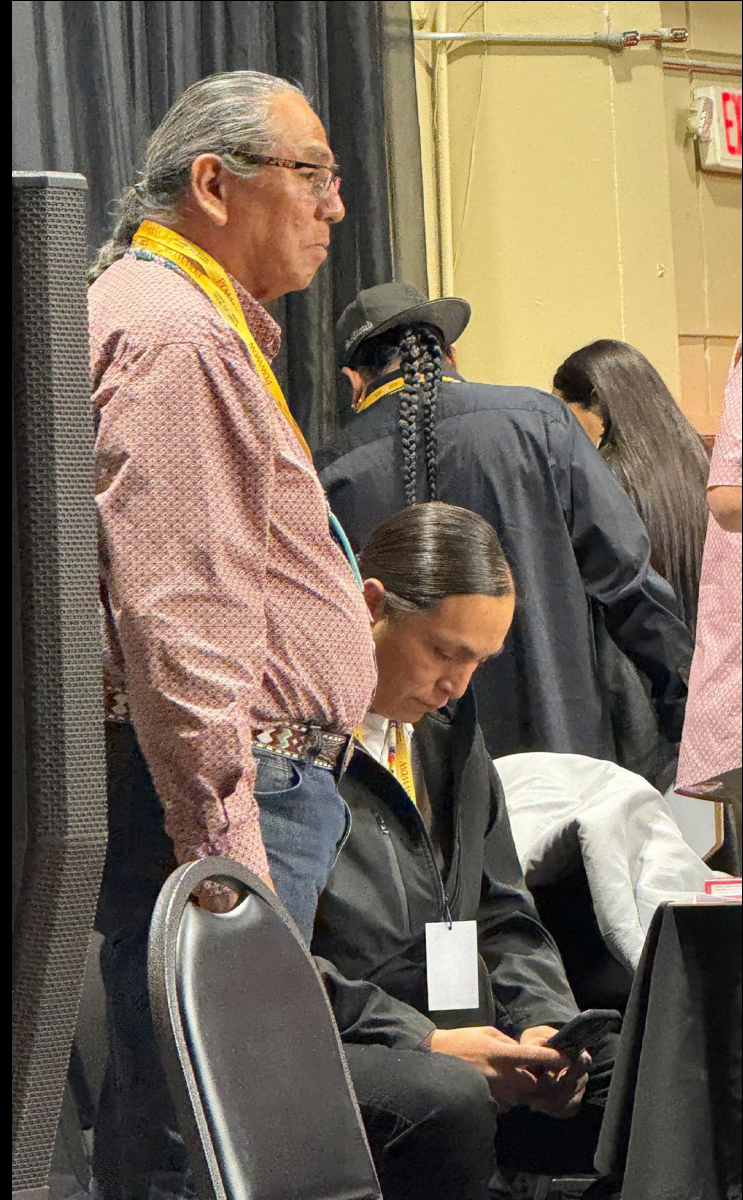
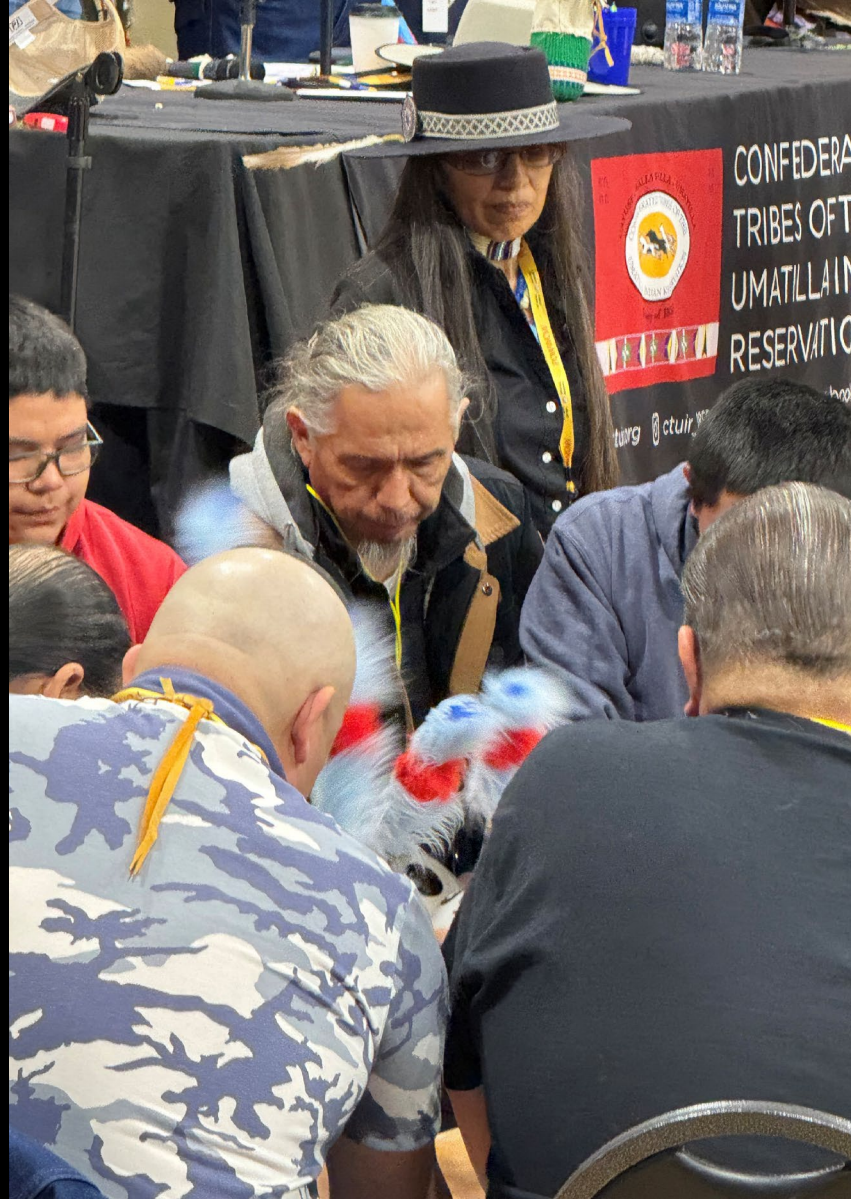






EXHIBIT A





**INTERLOCAL AGREEMENT  
BETWEEN THE  
CITY OF KENNEWICK,  
KENNEWICK PUBLIC FACILITIES DISTRICT,  
AND  
PORT OF KENNEWICK**

This Interlocal Agreement (“Interlocal Agreement”) is made and entered into by and between the City of Kennewick, a Washington municipal corporation (“City”); Kennewick Public Facilities District, a Washington municipal corporation (“KPF”); and the Port of Kennewick, a Washington municipal corporation (“Port”). The City, KPF, and Port are individually referred to as a “Party” and collectively referred to as the “Parties.”

WHEREAS, the Interlocal Cooperation Act, Chapter 39.34 Revised Code of Washington (RCW), permits two (2) or more public agencies to enter an agreement for cooperative action; and

WHEREAS, the Three Rivers Convention Center Expansion is designed to attract conventions, meetings, and public events to the City, and support its hotels, restaurants, and shops; and

WHEREAS, the Vista Field Development Project is a multi-use development that will include residential and commercial uses that will provide commercial activity for the entertainment district and the attendees that the Three Rivers Convention Center Expansion will attract; and

WHEREAS, additional parking is required to accommodate said conventions, meetings, commercial activity, and public events; and

WHEREAS, the Parties are authorized to enter an interlocal agreement; and

WHEREAS, the City warrants that the Convention Center and Vista Field projects have been and will be approved with adequate on-site parking to meet the Port and convention center needs, and that any parking on Lot E shall serve as overflow parking in addition to such approved parking; and

WHEREAS, the Parties desire to design and construct a new parking lot on Lot E, Parcel Number 132993BP5289002, located in Kennewick, Benton County, Washington (“Parking Lot E”).

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

**1. PURPOSE**

This Interlocal Agreement shall establish the administration, specifications, term, contributions, and relationship of the collaboration permitting the Parties to design and construct Parking Lot E to accommodate overflow parking for the Three Rivers Convention Center and Vista Field’s parking demands.

The Parties acknowledge that in addition to the construction of the joint use Parking Lot E, an extension of the Port- City Vista Field Development Agreement is of mutual importance to the Parties. Within 60 days of the effective date of this Interlocal Agreement, the elected bodies of each Party shall consider and take action on the requested ten-year extension of the Development Agreement on terms mutually acceptable to the Parties; provided however, if the Development Agreement is not approved with terms mutually acceptable to the Parties within said 60-day period, the Interlocal Agreement shall automatically terminate and shall be of no force and effect. In such case, the Port shall remain obligated for the costs (1) to KPF for any Port-requested changes to the preliminary design incurred during that 60-day period as set forth in Section 5A, and (2) to the City for fifty percent

(50%) of Parking Lot E’s total construction costs incurred during that 60-day period as set forth in Section 5A.

## **2. ADMINISTRATION**

### **A. KPFD**

- i. KPFD prepared preliminary plans, specifications, and estimates for Parking Lot E with the Three Rivers Convention Center Expansion Project. KPFD shall provide the Parties with a copy of the current budget as a condition of approval of this Interlocal Agreement.
- ii. The Parties shall meet and determine whether changes to KPFD’s preliminary plans are necessary to accommodate the Port. The Parties anticipate the Port will request certain changes to KPFD’s preliminary plans to include additional access points as depicted in the “Conceptual Port Proposed Design Changes” which is attached hereto and incorporated herein as Exhibit “A”. The Parties will receive any resulting, revised preliminary plans and have not less than ten (10) days to review, comment and approve.
- iii. KPFD shall request and receive the City and Port’s written approval of the final plans, specifications, and estimates before finalizing bids and the construction timeline.
- iv. The construction of Parking Lot E will be completed under the Three Rivers Convention Center Expansion construction agreement executed with KPFD and LYDIG Construction.

### **B. Contents**

This Interlocal Agreement consists of this Interlocal Agreement, and Exhibit A (“Conceptual Port Proposed Design Changes”) and Exhibit B (“Reciprocal Parking License Agreement”), which are attached hereto and incorporated herein by reference.

The Parties agree that these documents form the entire Interlocal Agreement; no oral or written agreements, representations, or understandings exist outside of this Interlocal Agreement; and any and all prior agreements, representations, or understandings are terminated upon execution of this Interlocal Agreement. If a conflict regarding this Interlocal Agreement arises, the Parties agree that the order of precedence is (i) this Interlocal Agreement; (ii) Exhibit B; and (iii) properly acknowledged, executed, signed, and recorded amendments, change orders, and modifications from the Parties in that order.

## **3. SPECIFICATIONS**

Parking Lot E shall be constructed to commercial standards and shall be comprised of:

- A. asphalt concrete surfacing and stormwater improvements;
- B. concrete curbs, ramps, driveways, gutters, and sidewalks;
- C. signs and surface markings;
- D. light fixtures;
- E. Electric vehicle (EV) charging stations;
- F. Access points as determined by the Parties and permitted by applicable development regulations,
- G. Roosevelt Street improvements abutting SW parcel line Lot E.

**4. TERM**

This Interlocal Agreement shall commence on the date of the last signature execution hereon and remain in effect until Parking Lot E is completed and accepted by the City, KPFD, and Port and all Parties have paid their portion of the project, or the Interlocal Agreement is terminated by any Party.

**5. COSTS****A. Design**

The Port shall pay KPFD one hundred percent (100%) of the cost of any Port requested changes to the preliminary design for Parking Lot E, KPFD shall directly bill the Port for this cost.

**B. Construction**

The Port shall pay the City fifty percent (50%) of Parking Lot E's total construction costs, including costs arising from properly acknowledged, executed, signed, and recorded change orders, not to exceed one million dollars (\$1,000,000) in total. Construction costs are defined as LYDIG Construction invoices specific to the Parking Lot E work.

**C. Change Orders**

If a proposed change order exceeds ten percent (10%) of the total project cost, KPFD shall request and receive the City and Port's written approval before approving the change order.

If KPFD does not receive the City and/or Port's approval within seven (7) days, the Parties agree to meet within fourteen (14) days to acquire additional funds, modify Parking Lot E's scope, or terminate this Interlocal Agreement.

**D. Invoices**

KPFD shall provide the City and Port with all invoices for work completed or services rendered in writing and send them to the representatives and addresses provided below. KPFD shall direct its contractor LYDIG Construction to issue invoices specific to the Parking Lot E work and not comingle with invoices and charges related to the Three Rivers Convention Center Expansion construction.

City of Kennewick  
 Attn: Erin Erdman, City Manager  
 P.O. Box 6108  
 Kennewick, WA 99336  
 (509) 585-4251  
[erin.erdman@ci.kennewick.wa.us](mailto:erin.erdman@ci.kennewick.wa.us)

Port of Kennewick  
 Attn: Tim Arntzen, Chief Executive Officer  
 350 Clover Island Dr., Ste. 200  
 Kennewick, WA 99336  
 (509) 586-1186  
[ta@portofkennewick.org](mailto:ta@portofkennewick.org)

E. Payments

The Port shall pay the City for work performed or services rendered after receiving detailed invoices and send payments to the representative and address provided below:

City of Kennewick  
Attn: Jessica Platt, Finance Director  
P.O. Box 6108  
Kennewick, WA 99336  
(509) 585-4552  
[jessica.platt@ci.kennewick.wa.us](mailto:jessica.platt@ci.kennewick.wa.us)

Invoices not in dispute by the City or Port shall be paid net thirty (30) days and shall reference this Interlocal Agreement's number. The invoices shall provide sufficient detail on the work billed. The Port's final payment for its 50% share of the total cost of construction shall be paid no later than January 31, 2027, provided construction is substantially complete at that time.

**6. RELATIONSHIP**

This Interlocal Agreement shall not create a new or separate administrative or legal entity for the administration or interpretation of this Interlocal Agreement's terms, conditions, or provisions.

**7. PARTIES' RESPONSIBILITIES**

- A. Each Party hereby agrees to collaborate with the other Parties in the design, construction, and funding of Parking Lot E.
- B. Each Party shall be responsible for complying with all applicable statutes, rules, policies, and procedures; provided however, the Port's responsibility is strictly limited to payment as described herein and does not extend to construction oversight or public works construction or repair reporting, payment, or compliance, and or any claims related to the condition of the site
- C. The Port shall be responsible for allocating the funds to pay the KPFD one hundred percent (100%) of the cost of any Port requested changes to the preliminary design for Parking Lot E and the City fifty percent (50%) of Parking Lot E's total construction costs, including costs arising from properly acknowledged, executed, signed, and recorded change orders, and not to exceed one million dollars (\$1,000,000) in total.

**8. COMMUNICATION**

The Parties shall produce all communications regarding this Interlocal Agreement in writing and send them to the representatives and addresses provided below:

City of Kennewick  
Attn: Erin Erdman, City Manager  
P.O. Box 6108  
Kennewick, WA 99336  
(509) 585-4251  
[erin.erdman@ci.kennewick.wa.us](mailto:erin.erdman@ci.kennewick.wa.us)

Kennewick Public Facilities District  
Attn: Calvin Dudney, President  
7016 W. Grandridge Blvd.  
Kennewick, WA 99336  
(509) 948-5593  
[cdudney@3riverscampus.com](mailto:cdudney@3riverscampus.com)

Port of Kennewick  
Attn: Tim Arntzen, Chief Executive Officer  
350 Clover Island Dr., Ste. 200  
Kennewick, WA 99336  
(509) 586-1186  
[ta@portofkennewick.org](mailto:ta@portofkennewick.org)

**9. AMENDMENT**

The Parties may mutually amend this Interlocal Agreement, or any section or subsection thereof, in a properly acknowledged, executed, signed, and recorded writing from all Parties.

**10. ASSIGNMENT**

All of the terms, conditions, and provisions hereof shall inure to the benefit of, and be binding upon, the Parties, their respective successors, and their respective assigns. However, a Party shall not assign any right or obligation under this Interlocal Agreement to a third party without a properly acknowledged, executed, signed, and recorded writing from the other Parties.

**11. TERMINATION**

- A. A Party may unilaterally terminate this Interlocal Agreement upon thirty (30) days' written notice before Parking Lot E's construction starts. Should the Port decide to terminate the Interlocal Agreement prior to construction they will be responsible for the costs incurred prior to and through termination for any Port-requested conceptual design changes, with the exception of access and frontage improvements to Roosevelt Street.
- B. The Parties may mutually terminate this Interlocal Agreement after Parking Lot E's construction starts in a properly acknowledged, executed, signed, and recorded writing from all Parties.
- C. If this Interlocal Agreement is terminated by mutual agreement after construction begins, the Port shall pay KPFD the costs of any Port-requested changes to the preliminary design for Parking Lot E incurred before the termination date pursuant to Section 5, Subsection A of this Interlocal Agreement. The Port shall also pay the City fifty percent (50%) of Parking Lot E's total construction costs incurred before the termination date, including costs arising from properly acknowledged, executed, signed, and recorded change orders pursuant to Section 5, Subsection B of this Interlocal Agreement.
- D. Notwithstanding anything to the contrary herein, the City shall not terminate the Port's License as long as Parking Lot E remains a surface parking lot. The Master Plan for the Entertainment Districts shows Lot E to remain parking, however a larger project, such as the reconstruction of the Toyota Center would require Lot E to be converted to Structured Parking which would then allow for termination of this agreement.

**12. DOCUMENT OWNERSHIP**

All designs, drawings, specifications, documents, reports and other work products prepared pursuant to this Interlocal Agreement, shall become City, KPF, and Port property upon completion of construction and payment in full of all payments due.

**13. GENERAL REQUIREMENTS****A. Meetings**

The City and Port shall attend status, progress, and coordination meetings with the designated KPF and Contractor representative(s). If the City or Port requests KPF or Contractor participation at additional meetings, the City or Port shall provide KPF and the Contractor with notice prior to those meetings.

**B. Progress Reports**

If the City or Port requests progress reports, KPF shall provide both with detailed reports outlining in written and/or graphical form the phases and work performed.

**14. INDEMNIFICATION****A. City's Indemnification and Hold Harmless**

The City shall defend, indemnify, and hold KPF and the Port, its officers, officials, employees, volunteers, and agents harmless from any and all claims, injuries, damages, losses, or suits, including attorneys' fees, arising out of or resulting from the negligent acts, errors, or omissions of the City, its officers, contractors, officials, employees, volunteers, and agents ("City Agents"), excluding injuries and damages caused by the sole negligence of KPF, KPF Agents, Port Agents, or the Port.

**B. KPF's Indemnification and Hold Harmless**

KPF shall defend, indemnify, and hold the City and Port, its officers, officials, employees, volunteers, and agents harmless from any and all claims, injuries, damages, losses, or suits, including attorneys' fees, arising out of or resulting from the negligent acts, errors, or omissions of KPF, its officers, officials, employees, volunteers, and agents, ("KPF Agents"), excluding injuries and damages caused by the sole negligence of the City, City Agents, Port Agents or Port.

**C. Port's Indemnification and Hold Harmless**

The Port shall defend, indemnify, and hold the City and KPF, its officers, officials, employees, volunteers, and agents harmless from any and all claims, injuries, damages, losses, or suits, including attorneys' fees, arising out of or resulting from the negligent acts, errors, or omissions of the Port, its officers, officials, employees, volunteers, and agents, excluding injuries and damages caused by the sole negligence of the City, City Agents, KPF Agents, or KPF.

**15. ADVERSE CHANGE IN LAW**

If a federal, state, or local statute, rule, regulation, ordinance, or court decision renders performance of the work impossible, impractical, or illegal or materially and adversely affects the ability of any Party to fulfill the obligations or receive the benefits of this Interlocal Agreement (collectively referred to as an "Adverse Change in Law"), the Parties agree to meet within fourteen (14) days following written notice of an Adverse Change in Law to negotiate an amendment in good faith which carries out the Parties' original intent. If the Parties do not reach an agreement within sixty (60) days after commencement of the negotiation despite their good faith efforts, any Party may terminate this

Interlocal Agreement on the earlier of the effective date of the Adverse Change in Law or expiration of the sixty (60)-day period following written notice of termination provided by one Party to the others.

## **16. DISPUTE RESOLUTION**

### **A. Good Faith**

The Parties agree to negotiate in good faith for a period of thirty (30) days from the date of notice of all disputes between them prior to exercising their rights under this Interlocal Agreement or under law.

### **B. Arbitration**

All unresolved disputes between the Parties may only be arbitrated by mutual agreement of the Parties. If a mutual agreement is not reached, the claim shall be resolved by legal action.

### **C. Venue, Law, and Jurisdiction**

If one or more Party(ies) initiate(s) legal action to enforce any right or obligation under this Interlocal Agreement, the Parties agree that such action shall be initiated in Benton County Superior Court, located in Kennewick, Benton County, Washington. The Parties also agree that all questions shall be resolved by application of Washington law and the Parties to such action shall have the right to appeal Benton County Superior Court's decision in accordance with Washington law. The Parties hereby consent to the personal jurisdiction of Benton County Superior Court.

### **D. Attorneys' Fees**

If one or more Party(ies) initiate(s) legal action to enforce any right or obligation under this Interlocal Agreement, the Parties agree that the prevailing Party(ies) shall be awarded its (their) reasonable attorneys' fees, including appeal costs and fees.

## **17. SEVERABILITY**

If any court of competent jurisdiction renders any of the terms, rights, obligations, or conditions contained in this Interlocal Agreement unenforceable or sections, subsections, provisions, paragraphs, sentences, or phrases invalid, it shall not affect the enforceability of the remaining terms, rights, obligations, or conditions or validity of the remaining sections, subsections, provisions, paragraphs, sentences, or phrases contained therein.

## **18. SURVIVABILITY**

If the Parties amend or terminate this Interlocal Agreement, it shall not affect the survivability of any of the terms, rights, obligations, or conditions contained in this Interlocal Agreement or exercise of any of the rights associated therewith.

## **19. WAIVER**

Any Party's failure to request strict performance of this Interlocal Agreement, or any section or subsection thereof, or failure to exercise any right associated therewith, shall not constitute a waiver of any right.

## **20. PUBLIC DISCLOSURE**

The Parties recognize that the City and Port are governed by the Public Records Act, Chapter 42.56 RCW, which requires the City and Port to offer the public maximum assistance, including timely access

to records unless those records are exempt or potentially exempt. This Interlocal Agreement is a public record and will be released upon request.

**21. FILING**

As provided by RCW 39.34.040, prior to its entry in force this Interlocal Agreement must be recorded with the Benton County Auditor and/or posted on each Parties’ website.

**22. NO PUBLIC DUTY, THIRD PARTY BENEFICIARIES, PARTNERSHIPS**

No undertaking by one Party to, the other Party under any provision of this Interlocal Agreement shall create any special duty to the public or otherwise enhance or modify the obligation of the Party with regard to the public or any person.

Nothing in this Interlocal Agreement shall be construed to create any rights in or duties to any third party, nor any liability to or standard of care with reference to any third party. This Interlocal Agreement shall not confer any right, or remedy upon any person other than the Parties. This Interlocal Agreement shall not release or discharge any obligation or liability of any third party to any Party.

**23. RECORDS RETENTION AND AUDIT**

The Parties agree to maintain records of all costs incurred under this ILA in accordance with a work order accounting system as prescribed and approved by the State Auditor’s Office. These records will be kept available for inspection and audit by the Party requesting the service for six years after payment of the requested service.

**24. COUNTERPARTS**

This Interlocal Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which shall constitute one (1) and the same instrument. This Interlocal Agreement may be delivered by electronic mail or other means and those signatures shall be treated as original signatures for all applicable purposes. The persons signing this Interlocal Agreement represent that they are authorized to sign on behalf of their respective Parties and bind them.

IN WITNESS WHEREOF, the Parties hereto enter this Interlocal Agreement on the date of the last signature execution hereon.

**CITY OF KENNEWICK**

\_\_\_\_\_  
Jason R. McShane  
Mayor

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
Krystal Johnston  
City Clerk

\_\_\_\_\_  
Date

Approved as to form:

\_\_\_\_\_  
Laurencio Sanguino  
City Attorney

\_\_\_\_\_  
Date

**KENNEWICK PUBLIC FACILITIES DISTRICT**

\_\_\_\_\_  
Calvin Dudney  
President

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
Megan Caldwell  
Ex-Officio Clerk

\_\_\_\_\_  
Date

Approved as to form:

\_\_\_\_\_  
Heidi Ellerd  
Attorney

\_\_\_\_\_  
Date

**PORT OF KENNEWICK**

\_\_\_\_\_  
Tim Arntzen CEO

\_\_\_\_\_  
Date

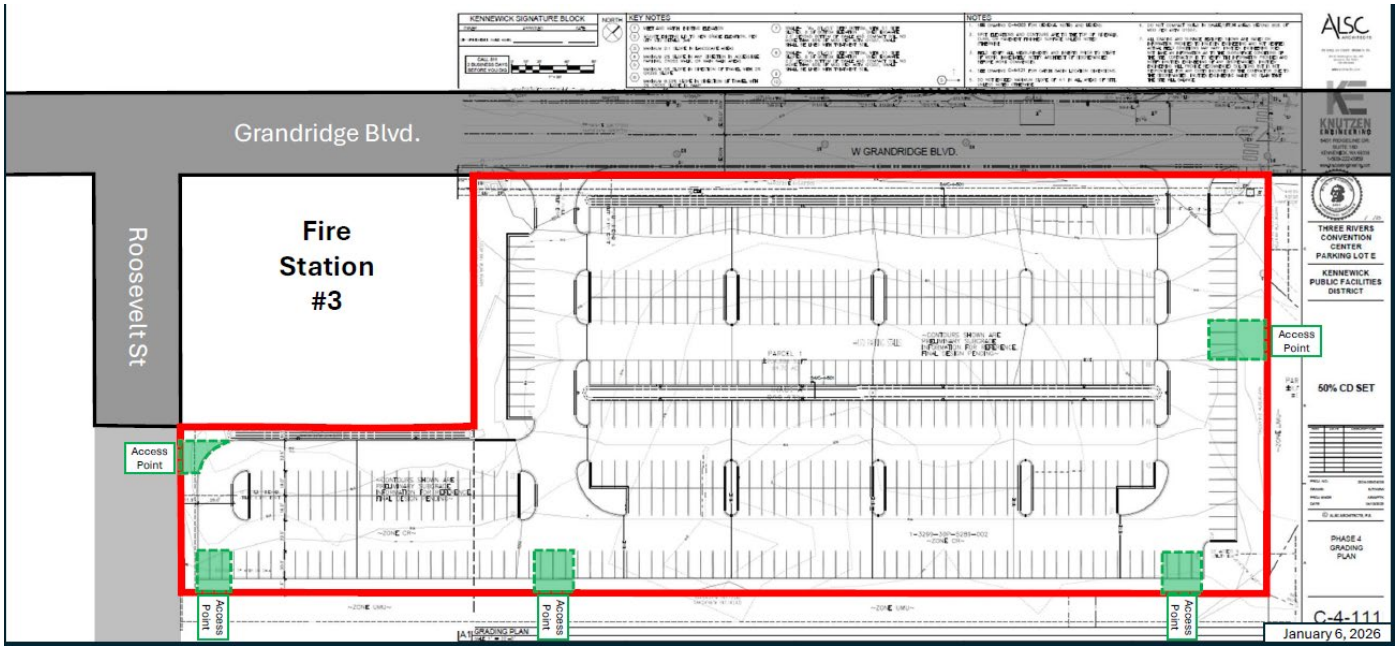
Approved as to form:

\_\_\_\_\_  
Carolyn Lake  
Port Attorney

\_\_\_\_\_  
Date

EXHIBIT A

Conceptual Port Proposed Design Changes



This graphic depicts the conceptual design changes from the Port of Kennewick for Parking Lot E. These will be subject to further discussion and review and must be compliant with all applicable development regulations.

**Exhibit "B"**  
**RECIPROCAL PARKING LICENSE AGREEMENT**  
**BETWEEN THE**  
**CITY OF KENNEWICK,**  
**KENNEWICK PUBLIC FACILITIES DISTRICT,**  
**AND**  
**PORT OF KENNEWICK**

This Reciprocal Parking License Agreement ("License Agreement") is made and entered into by and between the City of Kennewick, a Washington municipal corporation ("City" and "Licensor"); Kennewick Public Facilities District, a Washington municipal corporation ("KPF" and "Licensor"); and the Port of Kennewick, a Washington municipal corporation ("Port" and "Licensee"). The City, KPF, and Port are individually referred to as a "Party" and collectively referred to as the "Parties."

WHEREAS, the City is the owner of the Three Rivers Convention Center and adjacent parking, which is subject to a long-term lease with KPF; and

WHEREAS, the Parties desire to design and construct a new parking lot on Lot E, Parcel Number 132993BP5289002, located in Kennewick, Benton County, Washington ("Parking Lot E"); and

WHEREAS, the Licensee desires to use the Licensors' parking; and

WHEREAS, there is sufficient parking on the property owned and managed by the Licensors to accommodate on-site parking and meet the Licensee's needs; and

WHEREAS, the Licensors desire to meet the Licensee's parking needs by granting this License Agreement;

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

**1. LICENSE**

The Licensors hereby grant a perpetual, non-exclusive license for vehicle ingress, egress, and parking on Parking Lot E to the Licensee ("License").

**2. NON-EXCLUSIVE VARIABLE JOINT-USE**

The License is a non-exclusive variable joint-use license for the right of ingress and egress over and across, together with parking rights upon the portions designated thereon, for all the Licensee's guests, patrons, invitees, employees, and agents for such period as the Licensors own and manage the Three Rivers Convention Center and Parking Lot E unless the City unilaterally terminates the License pursuant to Section 11 of this License Agreement.

**3. ACCESS**

Parking Lot E shall be lined and include traffic direction, curbing, landscaping, and driveways. No fences, barriers, or obstacles shall be placed by the Licensee upon Parking Lot E that prohibit access to or from the Licensors' adjacent parking, driveways, or public streets. If an event at the Three Rivers Convention Center uses Parking Lot E for displays, tents, or other activities, KPF shall provide the Licensee with written notice and adequate parking.

**4. TERM**

This License shall commence on the date of the last signature execution hereon and remain in effect until it is terminated by any Party.

**5. COSTS****A. Maintenance**

The Licensors shall maintain Parking Lot E. Such maintenance shall include cleaning, striping, landscaping, irrigation, and snow and ice removal. Parking Lot E shall be maintained as clean and attractive as the Licensors' adjacent parking.

**B. Repairs**

The Licensors shall repair, replace, or repaint damaged:

- i. asphalt concrete surfacing;
- ii. concrete curbs, ramps, driveways, gutters, and sidewalks;
- iii. signs and surface markings;
- iv. light fixtures;
- v. landscaping; and
- vi. irrigation.

The Licensee shall pay the Licensors fifty percent (50%) of Parking Lot E's total repair costs.

**C. Invoices**

The Licensors shall provide the Licensee with all repair invoices in writing and send them to the representative and address provided below:

Port of Kennewick  
 Attn: Nick Kooiker, Chief Financial Officer  
 350 Clover Island Dr., Ste. 200  
 Kennewick, WA 99336  
 509-586-1186 [nick@portofkennewick.org](mailto:nick@portofkennewick.org)

**D. Payments**

The Licensee shall pay the Licensors for repairs performed after receipt of detailed invoices and send payments to the representative and address provided below:

Three Rivers Convention Center  
 Attn: Joe Potts  
 7016 W Grandridge Blvd  
 Kennewick, WA 99336  
 (509) 737-3725  
[jpotts@3riverscampus.com](mailto:jpotts@3riverscampus.com)

Invoices not in dispute by the Licensee shall be paid net thirty (30) days.

**6. PERMITTED USERS/RIGHT TO USE**

The ingress, egress, and parking License granted herein may be used by the Licensors and Licensee's guests, patrons, invitees, employees, and agents simultaneously. Each Party shall have equal rights for such access and parking on Parking Lot E and shall take no action to prevent another Party's enjoyment of such rights. The parking spaces shall not be allocated to site specific uses by either party and shall remain subject to joint use by each party.

**7. COVENANTS RUN WITH THE LAND**

All the terms and conditions of this License Agreement, including the benefits and burdens, shall attach to and run with the land and shall be binding upon, inure to the benefit of, and be enforceable by the Licensors and Licensee and their successors and assigns.

**8. LIMITED AND NON-USE**

Limited and non-use of the License shall not prevent the Licensee or its successors and assigns' future use of Parking Lot E to the fullest extent authorized by this License Agreement.

**9. AMENDMENT**

- A. The Parties may mutually amend this License Agreement, or any section or subsection thereof, in a properly acknowledged, executed, and signed writing from the Parties recorded with the Benton County Auditor.
- B. If a parking garage is constructed on or adjacent to Parking Lot E, the City may unilaterally amend this License Agreement, or any section or subsection thereof, in a properly acknowledged, executed, and signed writing from the City recorded with the Benton County Auditor.

**10. ASSIGNMENT**

All of the terms, conditions, and provisions hereof shall inure to the benefit of, and be binding upon, the Parties, their respective successors, and their respective assigns. However, a Party shall not assign any right or obligation under this License Agreement to a third party without a properly acknowledged, executed, signed, and recorded writing from the other Parties.

**11. TERMINATION**

- A. A Party may unilaterally terminate this License Agreement upon thirty (30) days' written notice in a properly acknowledged, executed, and signed writing from the Parties recorded with the Benton County Auditor.
- B. The Parties may mutually terminate this License Agreement in a properly acknowledged, executed, signed, and recorded writing from the Parties recorded with the Benton County Auditor.
- C. If a parking garage is constructed on or adjacent to Parking Lot E, the City may unilaterally terminate this License Agreement upon thirty (30) days' written notice in a properly acknowledged, executed, and signed writing from the City recorded with the Benton County Auditor.
- E. If this License Agreement is terminated, the Licensee shall pay the Licensors fifty percent (50%) of Parking Lot E's total repair costs incurred before the termination date pursuant to Section 5, Subsection B of this License Agreement.

**12. INDEMNIFICATION**

The Licensee shall defend, indemnify, and hold the Licensors, their officers, officials, employees, volunteers, and agents harmless from any and all claims, injuries, damages, losses, or suits, including attorneys' fees, arising out of or resulting from the Licensee's guests, patrons, invitees, employees, or agents' use of Parking Lot E, excluding injuries and damages caused by the sole negligence of the Licensors.

**13. DISPUTE RESOLUTION****A. Good Faith**

The Parties agree to negotiate in good faith for a period of thirty (30) days from the date of notice of all disputes between them prior to exercising their rights under this License Agreement or under law.

**B. Arbitration**

All unresolved disputes between the Parties may only be arbitrated by mutual agreement of the Parties. If a mutual agreement is not reached, the claim shall be resolved by legal action.

**C. Venue, Law, and Jurisdiction**

If one or more Party(ies) initiate(s) legal action to enforce any right or obligation under this License Agreement, the Parties agree that such action shall be initiated in Benton County Superior Court, located in Kennewick, Benton County, Washington. The Parties also agree that all questions shall be resolved by application of Washington law and the Parties to such action shall have the right to appeal Benton County Superior Court's decision in accordance with Washington law. The Parties hereby consent to the personal jurisdiction of Benton County Superior Court.

**D. Attorneys' Fees**

If one or more Party(ies) initiate(s) legal action to enforce any right or obligation under this License Agreement, the Parties agree that the prevailing Party(ies) shall be awarded its (their) reasonable attorneys' fees, including appeal costs and fees.

**14. SEVERABILITY**

If any court of competent jurisdiction renders any of the terms, rights, obligations, or conditions contained in this License Agreement unenforceable or sections, subsections, provisions, paragraphs, sentences, or phrases invalid, it shall not affect the enforceability of the remaining terms, rights, obligations, or conditions or validity of the remaining sections, subsections, provisions, paragraphs, sentences, or phrases contained therein.

**15. SURVIVABILITY**

If the Parties amend or terminate this License Agreement, it shall not affect the survivability of any of the terms, rights, obligations, or conditions contained in this License Agreement or exercise of any of the rights associated therewith.

**16. WAIVER**

Any Party's failure to request strict performance of this License Agreement, or any section or subsection thereof, or failure to exercise any right associated therewith, shall not constitute a waiver of any right.

**17. PUBLIC DISCLOSURE**

The Parties recognize that the City is governed by the Public Records Act, Chapter 42.56 Revised Code of Washington (RCW), which requires the City to offer the public maximum assistance, including timely access to records unless those records are exempt or potentially exempt. This License Agreement is a public record and will be released upon request.

**18. FILING**

As provided by RCW 39.34.040, prior to its entry in force this Interlocal Agreement must be recorded with the Benton County Auditor and/or posted on each Parties' website.

**19. NO PUBLIC DUTY, THIRD PARTY BENEFICIARIES, PARTNERSHIPS**

No undertaking by one Party to, the other Party under any provision of this Interlocal Agreement shall create any special duty to the public or otherwise enhance or modify the obligation of the Party with regard to the public or any person.

18.1 Nothing in this Interlocal Agreement shall be construed to create any rights in or duties to any third party, nor any liability to or standard of care with reference to any third party. This Interlocal Agreement shall not confer any right, or remedy upon any person other than the Parties. This Interlocal Agreement shall not release or discharge any obligation or liability of any third party to any Party.

**20. RECORDS RETENTION AND AUDIT**

The Parties agree to maintain records of all costs incurred under this ILA in accordance with a work order accounting system as prescribed and approved by the State Auditor's Office. These records will be kept available for inspection and audit by the Party requesting the service for six years after payment of the requested service.

[Signature Pages Follow]

This License Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which shall constitute one (1) and the same instrument. This License Agreement may be delivered by electronic mail or other means and those signatures shall be treated as original signatures for all applicable purposes. The persons signing this License Agreement represent that they are authorized to sign on behalf of their respective Parties and bind them.

IN WITNESS WHEREOF, the Parties hereto enter this License Agreement on the date of the last signature execution hereon.

**CITY OF KENNEWICK**

_____ Jason R. McShane Mayor	_____ Date
------------------------------------	---------------

Attest:

_____ Krystal Johnston City Clerk	_____ Date
---	---------------

Approved as to form:

_____ Laurencio Sanguino City Attorney	_____ Date
--	---------------

**KENNEWICK PUBLIC FACILITIES DISTRICT**

_____ Calvin Dudney President	_____ Date
-------------------------------------	---------------

Attest:

_____ Megan Caldwell Ex-Officio Clerk	_____ Date
---	---------------

Approved as to form:

_____ Heidi Ellerd Attorney	_____ Date
-----------------------------------	---------------

**PORT OF KENNEWICK**

\_\_\_\_\_  
Tim Arntzen  
Port CEO

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
Name  
Title

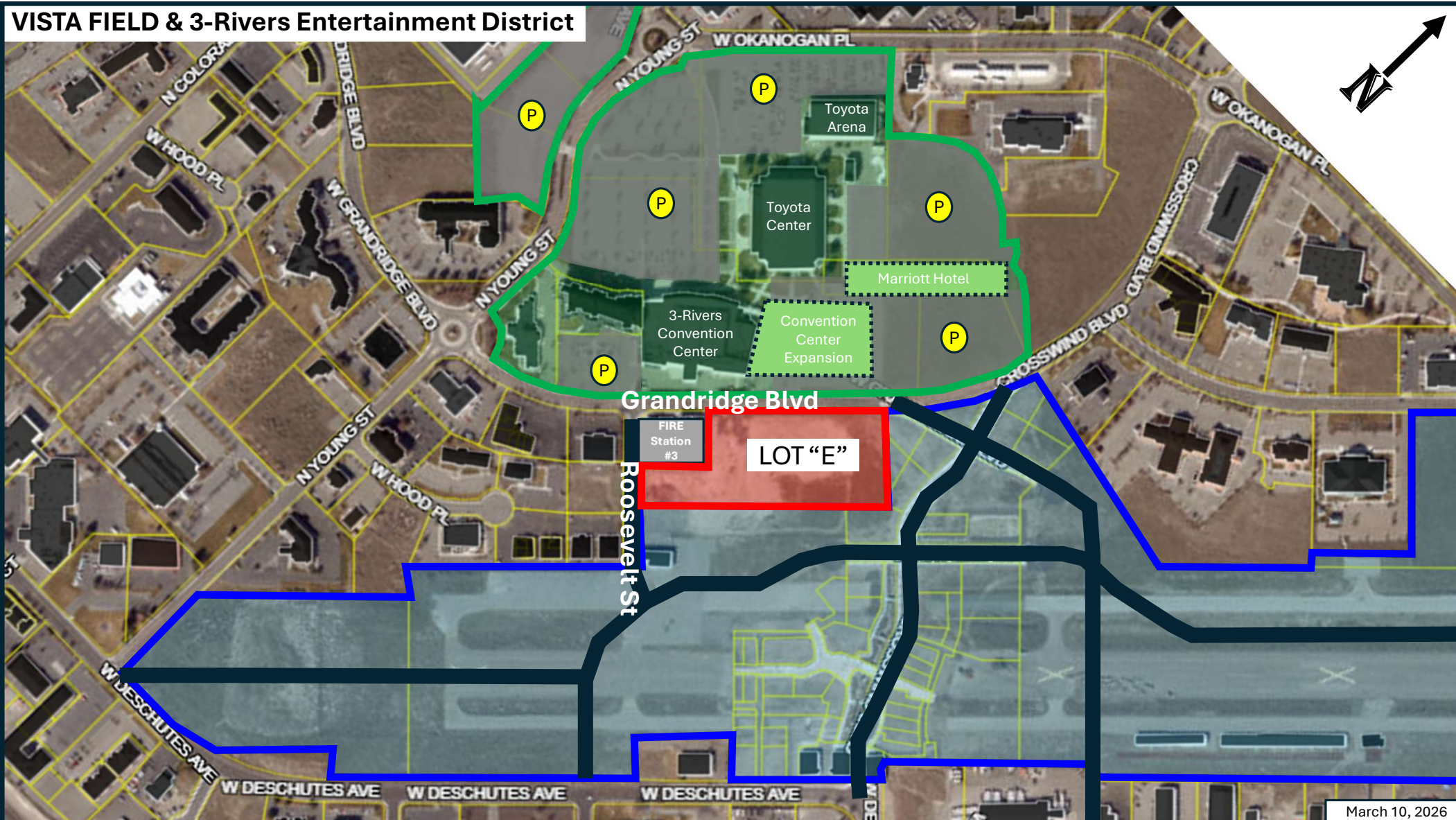
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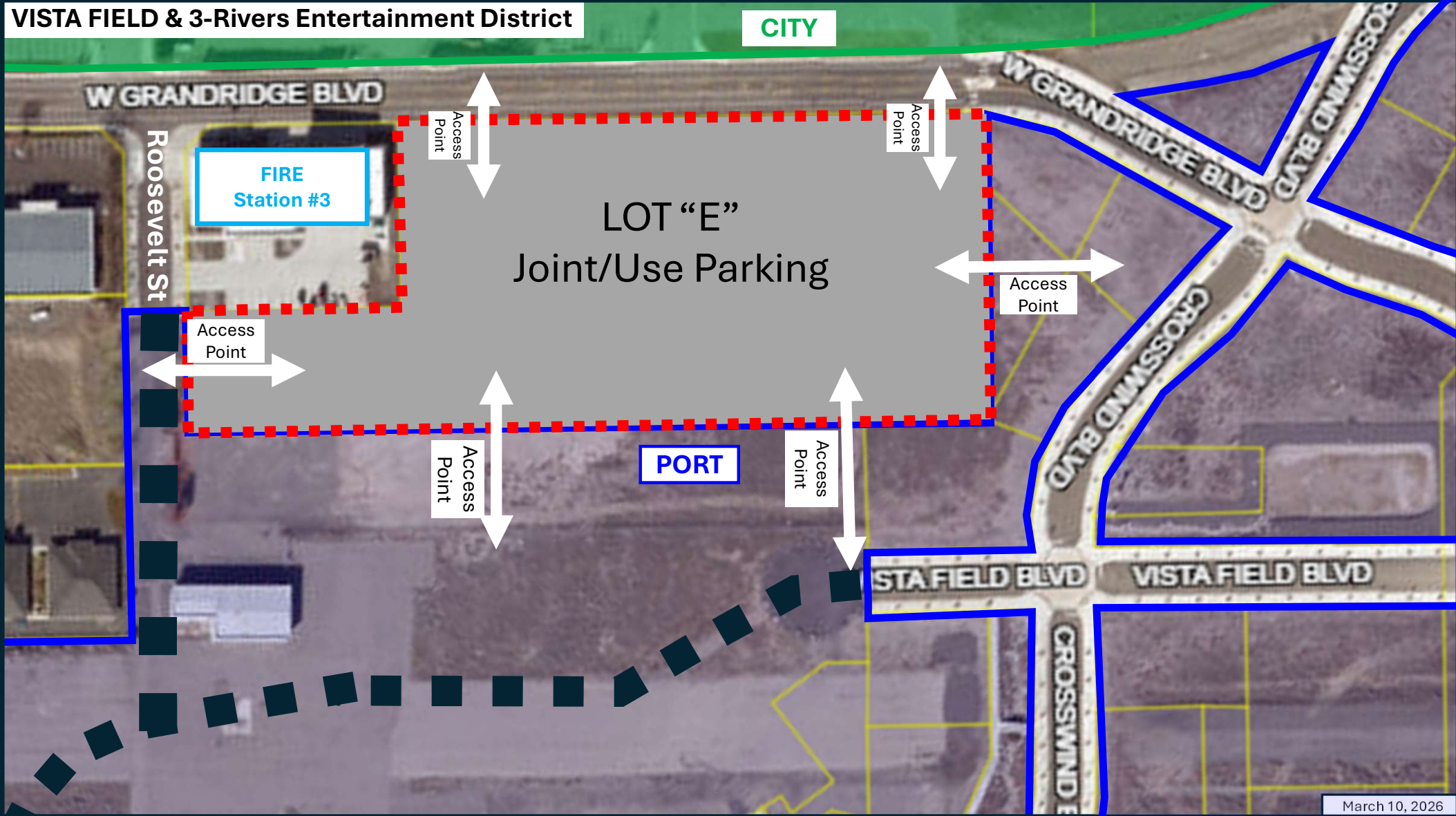
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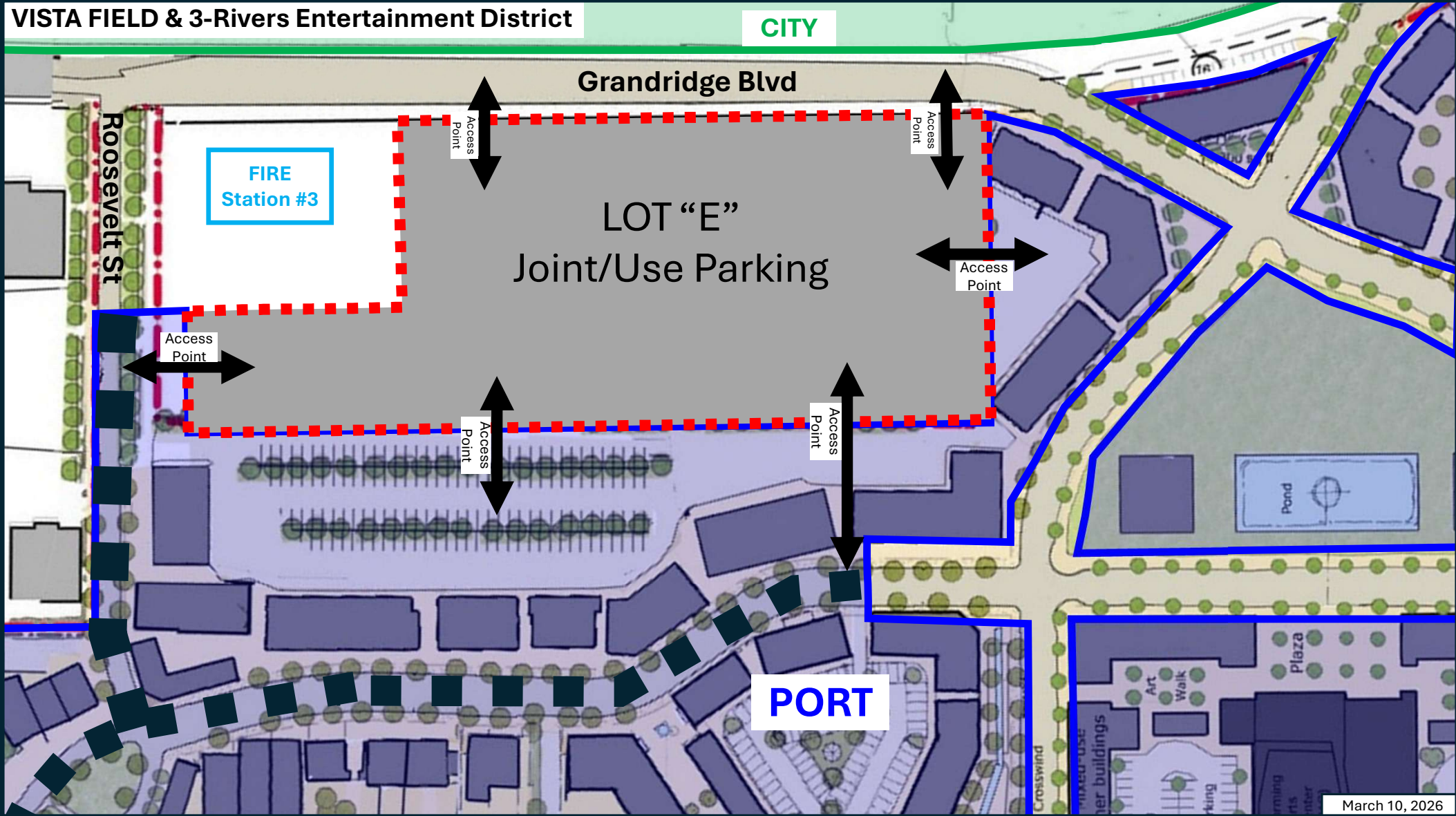
\_\_\_\_\_  
Carolyn Lake  
Port Attorney

\_\_\_\_\_  
Date

VISTA FIELD & 3-Rivers Entertainment District









## You're Invited!

**RIBBON CUTTING**  
VISTA FIELD'S FIRST BUSINESS

BLUEBERRY BRIDAL BOUTIQUE  
625 Crosswind Blvd.  
Kennewick, WA 99336

**TUESDAY, MARCH 10, 2026**  
**11AM - 11:30AM**



**VISTAFIELD**





# Blueberry

Bridal Boutique







## AGENDA REPORT

**TO:** Port Commission

**FROM:** Larry Peterson, Director of Planning & Development

**MEETING DATE:** March 24, 2026

**AGENDA ITEMS:** Resolution 2026-06 Approving Vista Field Development Agreement

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**I. REFERENCE(S):** Resolution 2026-06, Vista Field Development Agreement

**II. FISCAL IMPACT:** N/A

**III. DISCUSSION:** Following years of public input and then review and analysis of potential impacts the Vista Field Redevelopment Master Plan was adopted in 2017. Due to the unique nature of the proposed Vista Field development, city staff suggested a Development Agreement which clarifies expectations and deviations would be appropriate. The Development Agreement executed in December 2017 is a contract between the City and Port clearly establishes regulatory, timing and financial commitments of all parties, and which expires in December 2027.

The 2017 Vista Field Development Agreement has served the parties well though providing certainty for the design, review and construction process for the first phases of infrastructure and into initial private sector building construction. More than half of the 10-year period was spent first modifying the City's development codes to allow the new urbanist type development envisioned and then navigating through the slowdowns and market changes experienced due to the 2020 COVID Pandemic.

Rather than wait for expiration in 2027 it was felt the extension for another 10-year period now would provide certainty that all parties seek. Port staff worked with City staff (Deputy City Manager, Public Work, Community Development & Fire). Minor tweaks are contained in the proposed 2026 Development Agreement Extension document which incorporate "lesson learned" over the past 8 years. A brief presentation of those updates will be provided during Commission discussion of this item.

**IV. ACTION REQUESTED OF COMMISSION:**

**Development Agreement Motion:** I move approval of Resolution 2026-06 approving the Vista Field Development Agreement.

***PORT OF KENNEWICK***

***Resolution No. 2026-06***

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

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

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

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

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

**WHEREAS**, the City and Port executed the initial Vista Field Development Agreement in December 2017, which established 10-year period of design and development assurance to City, Port, land purchasers, builders and citizens; and

**WHEREAS**, the City and Port executed the initial Vista Field Development Agreement in December 2017, which established 10-year period of design and development assurance to City, Port, land purchasers, builders and citizens; and

**WHEREAS**, the Port has worked closely with the City to review the commitments made in 2017 Vista Field Development Agreement those “lessons learned” during the subsequent 8 years to refine the agreement to suit the needs and concerns of all parties; and

**NOW THEREFORE, BE IT RESOLVED** that the Port of Kennewick Board of Commissioners hereby approves the 2026 Vista Field Development Agreement (Exhibit 1).

**ADOPTED** by the Board of Commissioners of the Port of Kennewick this 24th day of March 2026.

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

By:

\_\_\_\_\_

Kenneth Hohenberg, *President*

By:

\_\_\_\_\_

Skip Novakovich, *Vice President*

By:

\_\_\_\_\_

Raul Contreras Gonzalez, *Secretary*

AFTER RECORDING RETURN TO:

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

**CITY OF KENNEWICK AND PORT OF KENNEWICK**  
**VISTA FIELD DEVELOPMENT AGREEMENT**

**Abbreviated Legal Description:**

Parcel 1: REAL PROPERTY LOCATED IN SECTION 32, TOWNSHIP 9 NORTH, RANGE 29 EAST, WILLAMETTE MERIDIAN;

Parcel 2: LOT 2, SHORT PLAT NO. 1333, in VOL. 1 OF SHORT PLATS, PAGE 1333;

Parcel 3: LOT 3, SHORT PLAT 3336, in VOLUME 1 OF SHORT PLATS, PAGE 3336;

Parcel 4: LOT 2, SHORT PLAT 3336, in VOLUME 1 OF SHORT PLATS, PAGE 3336;

Parcel 5: A PORTION OF PARCEL 3 OF RECORD SURVEY NO. 1-521;

Parcel 6: TRACT B OF RECORD SURVEY No. 2339; AND

Parcel 7: A PORTION OF PARCEL 7 OF RECORD SURVEY 1-522;

RECORDS OF BENTON COUNTY WASHINGTON; ALL LOCATED WITHIN THE CITY OF KENNEWICK, BENTON COUNTY, WASHINGTON.

**Tax Parcel Identification Numbers:**

Benton County Assessor's Tax Parcels:

1-3299-100-0003-013

1-3299-101-1333-002

1-3299-101-3336-003

1-3299-101-3336-002

1-3299-100-0003-014

1-3299-300-0009-002

1-3299-300-0005-004

**FULL LEGAL DESCRIPTION ATTACHED AT EXHIBIT A**

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**EXHIBITS TO THIS AGREEMENT**

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

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

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

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

**3. RECITALS AND FINDINGS.**

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

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

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

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

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

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

**4. VISTA FIELD MASTER PLAN AND ZONING.**

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

4.2 **Urban Mixed Use Zoning Ordinance.** Kennewick Municipal Code 18.80, 18.12.010A.1, 18.12.010A.2, 18.12.010B.1, 18.12.010B.2, 18.12.030, 18.12.040, 18.12.250, 18.12.270, 18.12.280, 18.24.030, and 18.36.067 are incorporated by this reference and shall remain applicable to the Property during the Agreement Term.

**5. TRANSPORTATION.**

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

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

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

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

5.2.3 The City will be responsible for the design and implementation of all offsite intersection improvements identified in Exhibit F. The City will notify the Port upon determination that an intersection is close to exceeding the LOS standards, and upon initiation of design work provide the Port with the Engineers' Cost Estimate prior to advertising the project for bid. The Parties acknowledge that assuming a given intersection listed in Exhibit F is on the City's TIF eligible project list for that zone, any TIF collected from the Vista Field Development will be utilized to offset the Port's proportionate share of the project costs as shown in the allocation table of Exhibit F. All TIF collected outside of the Vista Field Property but within that zone may be utilized to offset the City's proportionate share of the project costs. The remaining balance will be split between the Port and the City based upon the allocation table found in Exhibit F. The Port agrees to pay to the City a 3% construction management fee to manage each capital project. The Parties agree the 3% will be calculated against the successful bid for each project. Upon City acceptance of project at substantial completion and written notification by the City to the Port, the Port shall reimburse the City for the Port's percentage (identified in Exhibit F) of the total project costs plus the administrative fee within forty-five (45) days.

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

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

Street; (3) the Southern entrance at Deschutes Avenue; and (4) the Northern entrance at Grandridge Boulevard.

## 6. UTILITIES

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

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

6.3 **Water System Improvements.** The City analyzed the existing City water system and determined the system within the vicinity of the Vista Field development requires improvements to accommodate fire flows to support build out of Vista Field as identified in the Master Plan.

6.3.1 The Port agrees to design and install a 12-inch diameter waterline along the main East West road connecting the water systems in Young Street to Kellogg Street.

## 7. CITY OF KENNEWICK DESIGN STANDARDS AND PARK AND FIRE PROTECTION FACILITIES\_ IMPACT FEES.

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

7.1.1 The Port agrees to use a WB40 and fire apparatus auto-turn modeling as the Design Vehicles for the design of the streets and intersections within Vista Field except as provided for in Section 7.1.2, below:

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

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

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

7.1.5 Where the vertical distance between the grade plane and the highest roof surface exceeds 30 feet, approved aerial fire apparatus access roads shall be provided. Aerial fire apparatus access roads shall have a minimum unobstructed width of 26 feet, exclusive of shoulders, in the immediate vicinity of the building or portion thereof. One or more of the required access routes meeting this condition shall be located not less than 15 feet and not greater than 30 feet from the building, and shall be positioned parallel to one entire side of the building.

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

7.1.7 Intersection of 20-foot fire lane access routes in alley locations shall require dedication of additional 10-foot by 10-foot triangle rights-of-way areas to assure safe and efficient circulation of emergency vehicles. See attached Exhibit G for an example of this requirement.

7.1.8 The non-City alleys function as fire apparatus access roads with 20-foot minimum clearance requirements and signage at the intersection of the non-City alleys and City rights-of-way shall provide clear notice of this fire apparatus access road requirement. "No Parking Fire Lane" signs shall be placed on alternating sides of the alleys spaced at a maximum distance of 75 feet between signs. "No Parking Fire Lane" signs shall be designed in accordance with COK Standard Detail DWG. NO. 7-5.

7.2 **Park Impact Fees.** The Parties acknowledge the City adopted a Park Impact Fee in 2018 and the property is in Service Area #1. The Port and their successors in interest agree to pay the Park Impact fee determined by the City at the time a complete application for a development permit is submitted to the City.

7.3 **Fire Protection Facilities Department Impact Fees.** The Parties acknowledge the City adopted a Fire Protection Facilities Impact Fee in 2025 and further acknowledge the Fire Protection Facilities Impact Fee currently only applies to the Southridge area of the city. If the City duly enacts an ordinance enlarging Fire Protection Facilities Impact Fee area to encompass the entire City, or creating another standalone zone that encompasses the Vista Field development area, then the Port and their successors in interest agree to pay the Fire Protection Facilities Impact fee determined by the City at the time a complete application for a development permit is submitted to the City.

## 8. VESTING.

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

8.2 **Vested Rights.** All regulations in existence on Agreement Effective Date shall be applicable to the development of the Property, including: those provisions of Chapters 36.70A (Growth Management) and 58.17 RCW (Plats, Subdivisions and Dedications), as supplemented by the design standards contained in Kennewick Municipal Code (KMC), including but not limited to KMC 18.80, and the sections KMC 18.12, 18.24 and 18.36 as referenced in Section 4.2, the Final Vista Field

Redevelopment Master Plan, and other provisions of this Agreement attached hereto as Exhibits C, D, E, F and G; all applicable KMC sections, the City Comprehensive Plan, as well as all other City rules, regulations, standards and specifications applicable to Vista Field and in effect on the Agreement Effective Date. Unless otherwise stated herein with respect to Traffic Impact Fees and Park Impact Fees and Fire Protection Facilities Impact Fees, this Agreement vests for the Port, its successors and assigns, and the Property to the regulations in effect on the Agreement Effective Date and as set forth herein for the term of this Agreement, and for the reasonable build-out period for improvements with building permits issued prior to the termination of the Agreement.

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

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

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

## 11. GENERAL PROVISIONS.

11.1 **Default.** In the event either Party fails to perform the terms and provisions of this Agreement, which failure continues uncured for a period of sixty (60) days following written notice from the other Party (unless the Parties have mutually agreed in writing to extend this period) shall constitute a default under this Agreement. Any notice of default shall specify the nature of the alleged default and, where appropriate, the manner in which the alleged default may be satisfactorily cured. If the nature of the alleged default is such that it cannot be reasonably cured within the sixty (60) day period, then the commencement of actions to cure the alleged default within the sixty (60) day period and diligent prosecution of such actions necessary to complete the cure of the alleged default, shall be deemed to be a cure within the sixty (60) day period. Upon a default of this Agreement that is not cured as provided above, the non-defaulting Party may institute legal proceedings to enforce the terms of this Agreement. If the default is cured, then no default exists, and the noticing Party shall take no further action.

11.2 **Extension of Time for Performance.** Notwithstanding anything to the contrary contained in this Agreement, neither Party shall be deemed to be in default where delays and performance or failures to perform are due to war, terrorism, insurrection, strikes or other labor disturbances, walkouts, riots, floods, earthquakes, fires, casualties, acts of God, restrictions imposed or mandated by other governmental entities, enactment of conflicting state or federal laws or regulations, extended appeals by third parties or similar basis for excused performance which are not within the

reasonable control of the party to be excused. Upon the request of either Party, an extension of time for such cause shall be granted in writing for the period of the forced delay, or longer, as may be mutually agreed upon.

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

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

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

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

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

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

11.6 **Complete Agreement and Conflicts.** This Agreement sets forth the entire agreement of the Parties. This Agreement shall be construed as a whole. No amendment, change or modification of any provision of this Agreement shall be valid unless set forth in writing and signed by both Parties. To the extent of any conflict with any City development regulations which may otherwise govern the

Property, the terms and conditions of the development regulations in effect on the Effective Date and this Development Agreement shall prevail.

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

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

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

11.10 **Transfer or Assignment.**

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

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

deemed to be the City's approval of the transfer in question. All benefits and burdens to the Property are intended to and shall run with the land and shall be enforceable upon and for the benefit of subsequent owners and successors in interest to all or any portion of the Property.

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

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

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

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

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

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

11.14 **Warranty of Authority.**

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

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

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

CITY OF KENNEWICK

Jason McShane, Mayor

DATE: \_\_\_\_\_

Attest:

City Clerk  
Approved as to form:

City Attorney

PORT OF KENNEWICK

Ken Hohenberg, Port Commission President

DATE: \_\_\_\_\_

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

**PARCEL 1**

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

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

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

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

CONTAINS 69.90 ACRES.

**PARCEL 2**

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

**PARCEL 3**

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

**PARCEL 4**

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

**PARCEL 5**

THAT PORTION OF PARCEL 3 OF RECORD SURVEY NO. 1-521 DESCRIBED AS FOLLOWS:  
BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID PARCEL 3; THENCE NORTH 45°11'04" EAST ALONG THE SOUTHEASTERLY BOUNDARY OF SAID PARCEL FOR 193.31 FEET; THENCE NORTH 77°09'37" WEST 361.22 FEET TO A POINT ON THE SOUTHWESTERLY BOUNDARY OF SAID PARCEL 3; THENCE SOUTH 44°48'56" EAST ALONG SAID SOUTHWESTERLY BOUNDARY 305.40 FEET TO THE POINT OF BEGINNING.  
TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL:

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

**PARCEL 6**

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

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

CONTAINS 1.83 ACRES.

**PARCEL 7**

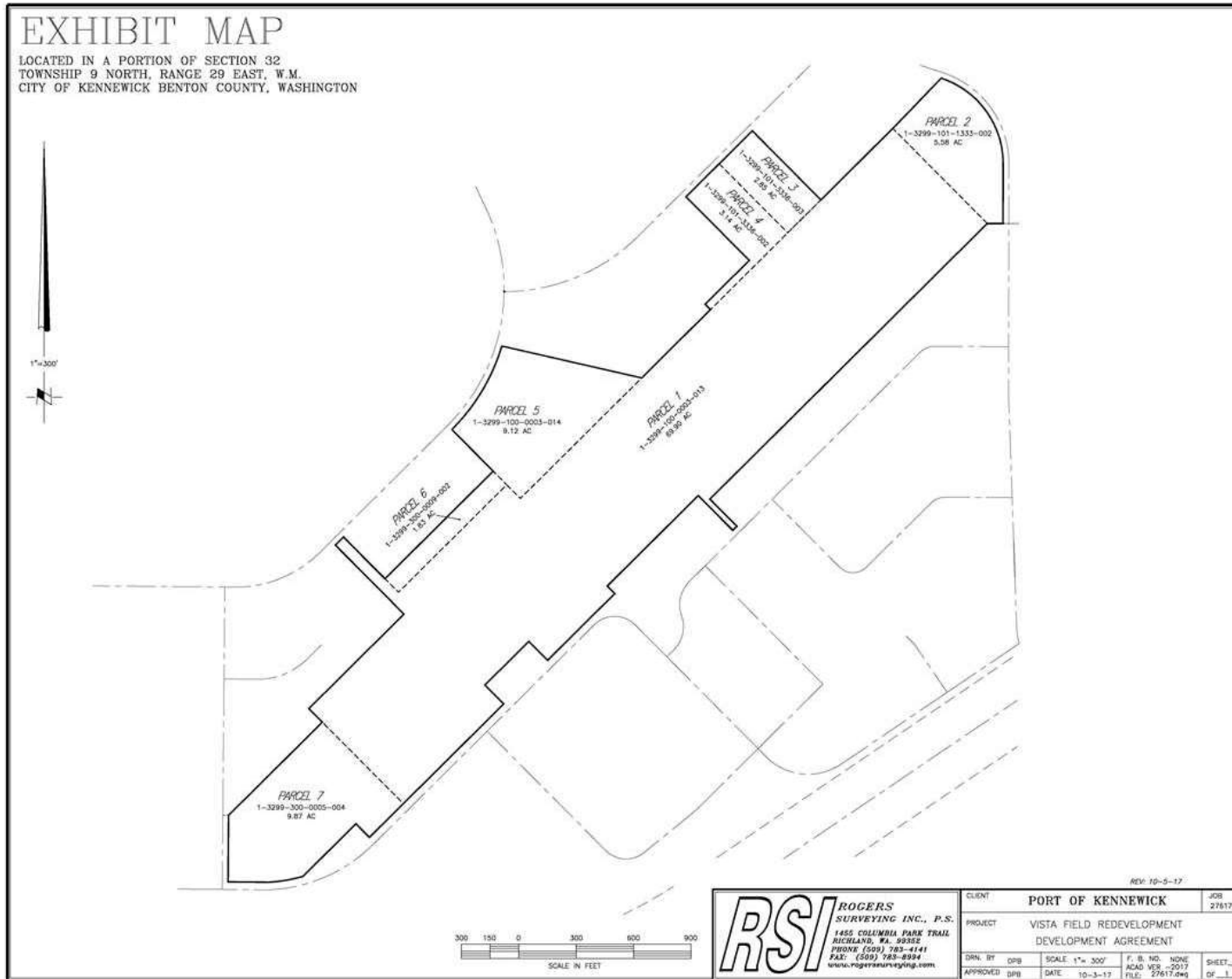
THAT PORTION OF PARCEL 7 OF RECORD SURVEY 1-522, AS ON FILE WITH THE BENTON COUNTY AUDITOR, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 9 NORTH, RANGE 29 EAST, W.M., BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

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

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

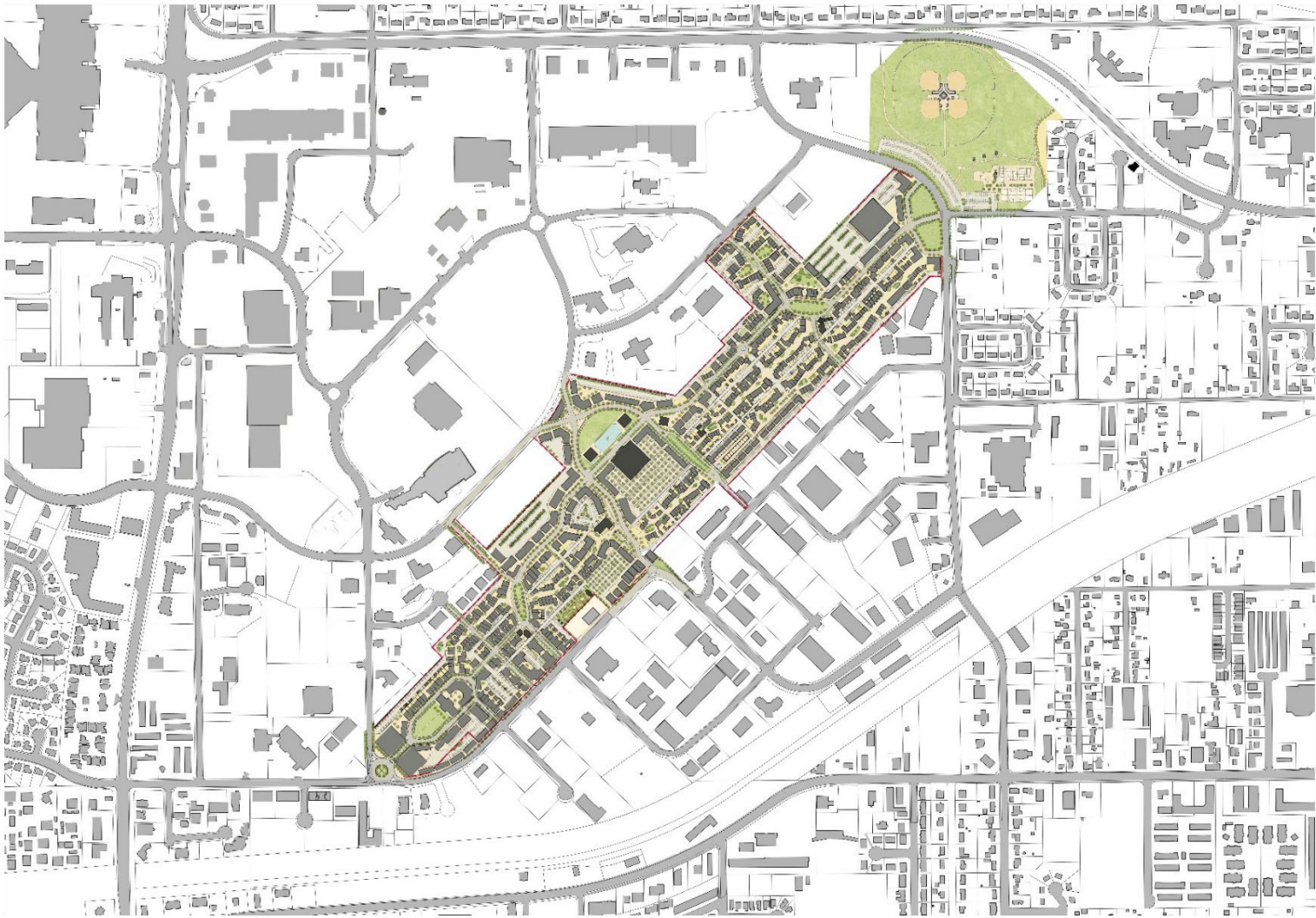
THENCE CONTINUING NORTH 0°28'48" EAST ALONG SAID EASTERLY RIGHT OF WAY 347.50 FEET; THENCE NORTH 45°11'04" EAST 690.98 FEET TO A POINT ON THE EASTERLY BOUNDARY OF SAID PARCEL 7; THENCE SOUTH 44°48'56" EAST ALONG SAID EASTERLY BOUNDARY 600.00 FEET TO A POINT ON SAID NORTHERLY RIGHT-OF-WAY OF DESCHUTES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

EXHIBIT B – VISTA FIELD PROPERTY PARCEL MAP



**EXHIBIT C – VISTA FIELD MASTER PLAN 2017**

EXHIBIT D – VISTA FIELD MASTER PLAN - LAYOUT



VISTA FIELD  
KENNEWICK, WASHINGTON  
DUNKY PLATTEN - ZIGLER & COMPANY  
NOVEMBER 2014  
UPDATED MARCH 2016

MAP  
BASE MAP  
SCALE: 1" = 100'  
1408

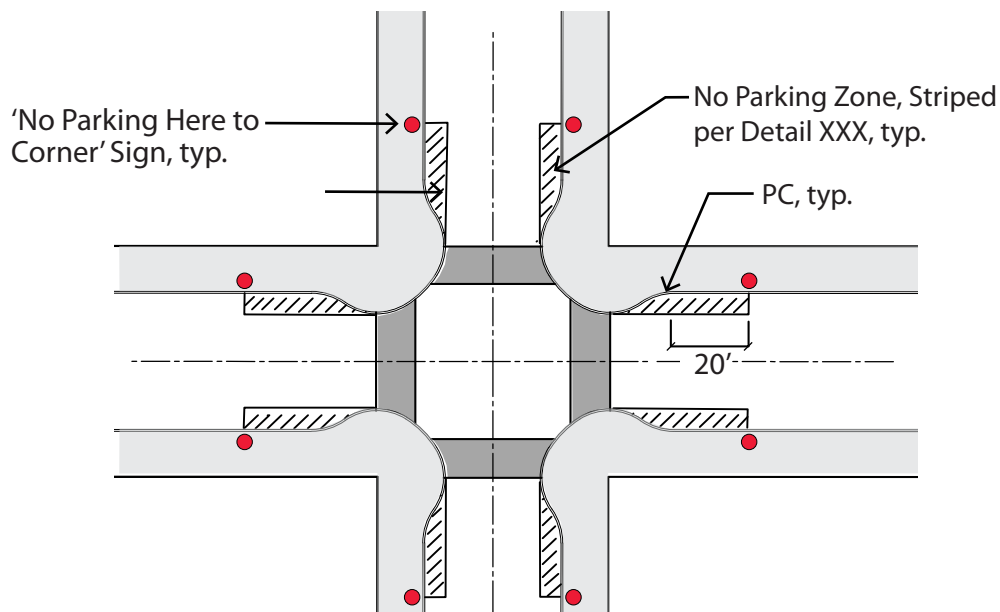
## EXHIBIT E

## Vista Field Roadway Design Criteria Elements

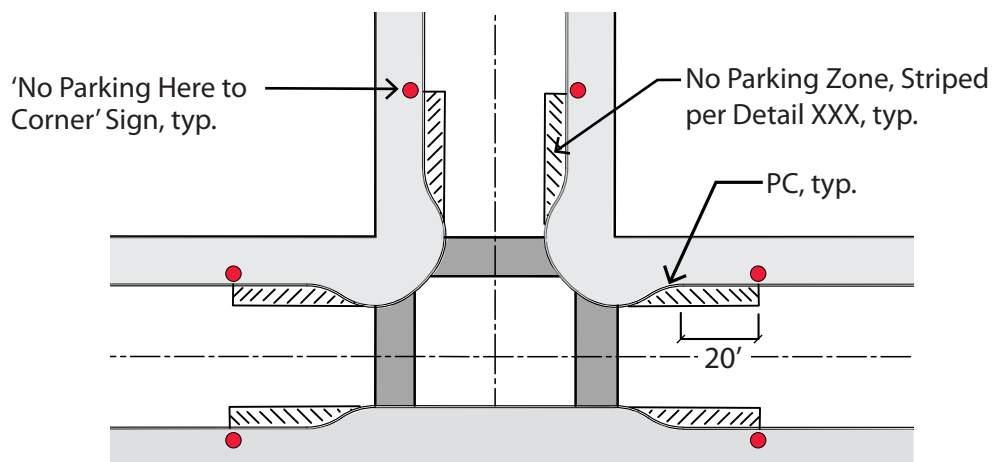
<b>Street Types</b>	
Commercial Street	36' curb to curb, (2) 10' lanes, (2) 8' parking lanes, Sharrows
Private Shared Residential Street/Woonerf	20' minimum
Private Alley	20' minimum.
Variants – i.e. one-way and median	2' minimum width, 12' lanes/8' parking/8' Grasscrete, bike lanes to be Sharrows
<b>Lane Widths</b>	10' minimum, 11' minimum adjacent to a curb
<b>Parking Lane width</b>	8' typical, 7' minimum
<b>Bike Lanes</b>	Sharrows and limited signage as appropriate
<b>Bike Racks &amp; Other Street Furniture</b>	As needed between tree wells
<b>Sidewalks</b>	Typically 10' minimum width scored concrete patterns
<b>Right-of-Way</b>	Back of Sidewalk
<b>Street Trees</b>	Columnar trees 4.5' from face of curb with 4' square tree wells space accordingly (approximately 30' on center) to avoid impacting street light throw
<b>Crosswalk Treatments</b>	Signing, striping marks, Medians, Raised X-walk or Intersection, Curb Extensions, and Beacons all acceptable
<b>Street Lighting</b>	Decorative Lighting similar to Phase #1 lighting installed on Crosswind & Vista Field boulevards in 2019-2021.
Type	LED
Wattage	84 watts at key intersections and pedestrian crossings, 27 watts all other locations
Color Temperature	3,000K
Mounting Heights	16.5' total pole height
Spacing	120' (60' staggered across the street)
Baskets and/or Banners	Poles are designed to accommodate but not planned to install
<b>Curb Returns</b>	15' typical, 5' minimum
<b>Driveway Types Allowed</b>	Special design details encompassing the 10' sidewalk coupled with City of Kennewick Std. Detail 2-9 (sheet 8 of 10) "Curb Tight Sidewalk Dropback Driveway"
<b>Intersection &amp; Commercial D/W Spacing</b>	155' typical, 105' minimum. Propose using 75' spacing (center to center for areas with private alley/shared residential street/private alley
<b>Intersections</b>	NACTO raised intersections at key intersections including curb extensions, concrete paving, and bollards. Curb Extensions to be used on busiest intersections when possible after AutoTurn is run. Provide for future signal at Grandridge Intersection and South Deschutes entry by providing junction boxes and conduit.
<b>Intersection Visibility &amp; Restrictions</b>	Intersection of (2) City rights of way – Parking restricted with 20' of bulb-out point of curvature (identified in Exhibit E-1) to ensure adequate visibility and enhance KFD apparatus circulation. Intersection of (1) City right of way and alley or shared residential street (Woonerf) – Parking restricted based upon 115' vision triangle to ensure adequate visibility and enhance KFD apparatus circulation. (identified in Exhibit E-2)
<b>Speed Limits</b>	20 MPH. Set sight distance and spacing accordingly.

**EXHIBIT E****Vista Field Roadway Design Criteria Elements**

<b>Parking</b>	Parallel. If diagonal then consider use of back-in, Plan for pay parking and signage but try to avoid excess signage.
<b>Minimum Horizontal Curve Radii</b>	Probable is 175' - Should be based on design vehicle using 10' lanes. Smaller radii when proven to work using AutoTurn with WB 40 design vehicle.
<b>Types of traffic control</b>	AWSC, TWSC, Yield, No signage
<b>Special Signage District</b>	Street signage deviation for typical City standard allowed, provided compliance with NACTO/MUTCD standards
<b>Traffic Calming Features Allowed</b>	NACTO raised intersections, Traffic Circles, Chicanes, Curb Extensions, Neckdowns, Special Paving/Marking treatments
<b>Turnarounds</b>	Cul-de-sac and other designs as approved by PW & Fire Marshall



**20' No Parking Setback  
from PC per COK**

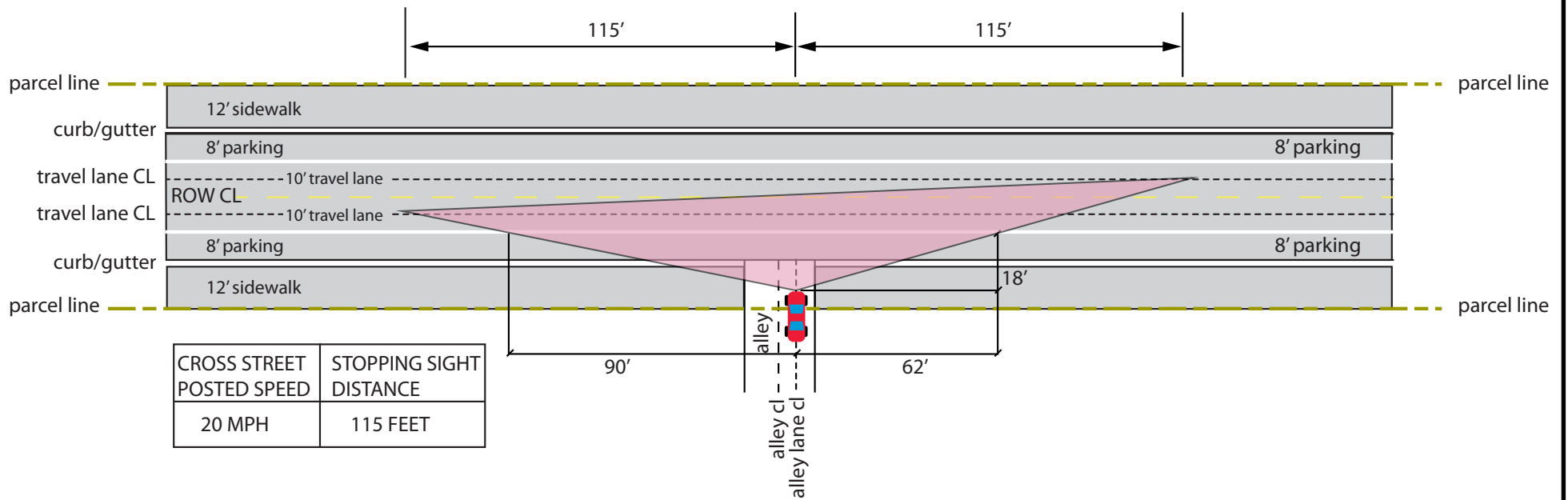


**VISTA FIELD**  
**CURB BULB WITH NO PARKING SETBACK**  
**ENGINEERING DEPARTMENT**

DATE 10/25  
DWN DCS  
REV X/XX  
CHK LWP  
SCALE NTS

DWG. NO.

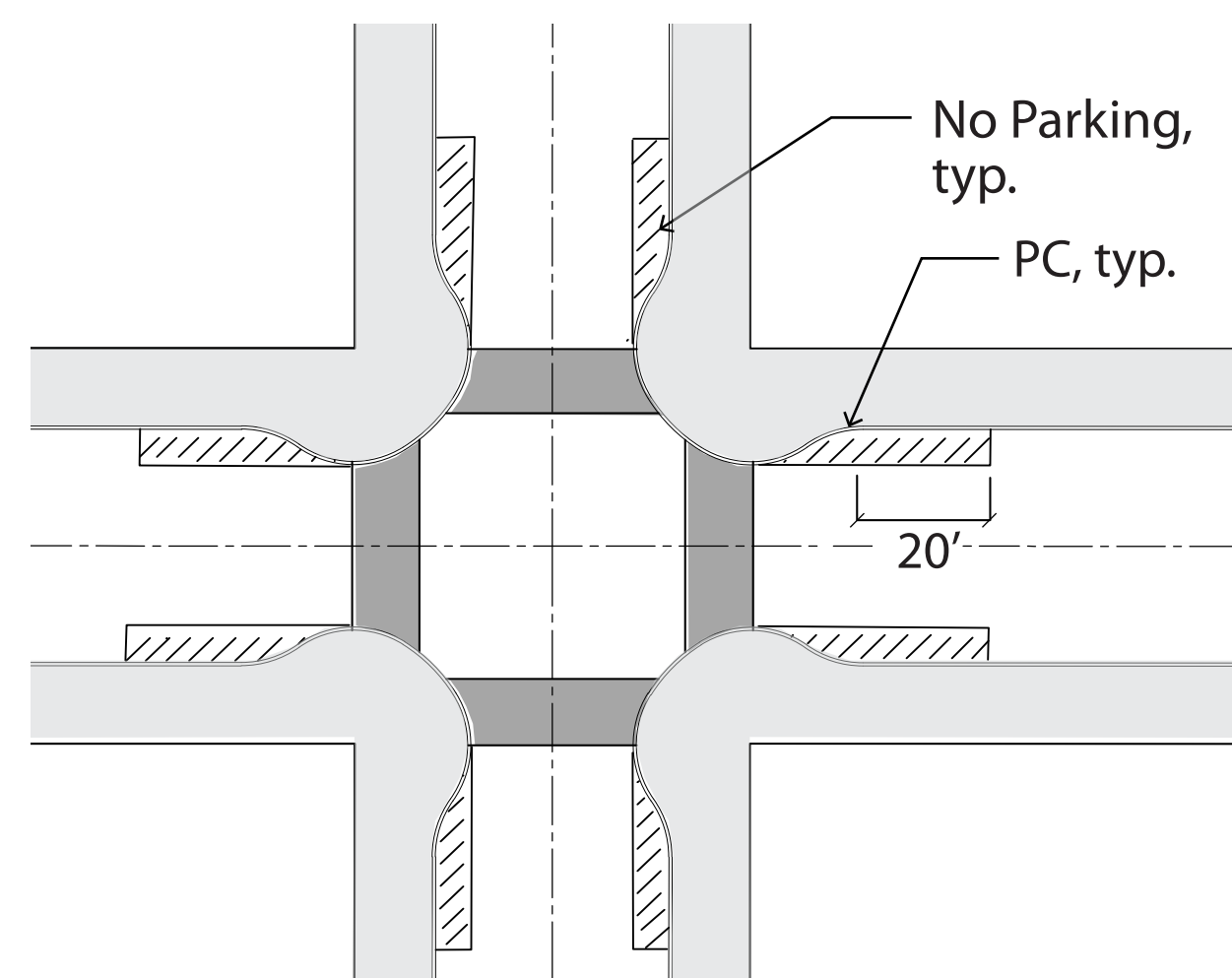
**FIG**  
**1**



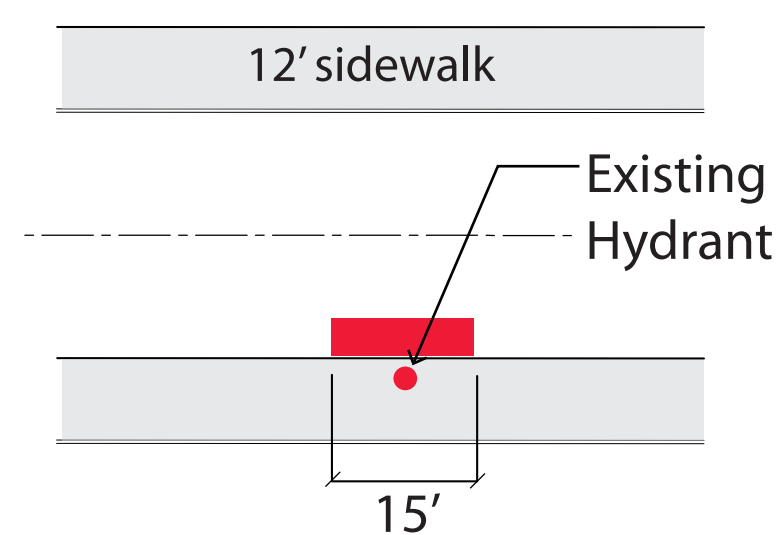
**VISTA FIELD  
CLEAR SIGHT TRIANGLE  
ENGINEERING DEPARTMENT**

DATE 10/25  
DWN DCS  
REV X/XX  
CHK LWP  
SCALE NTS

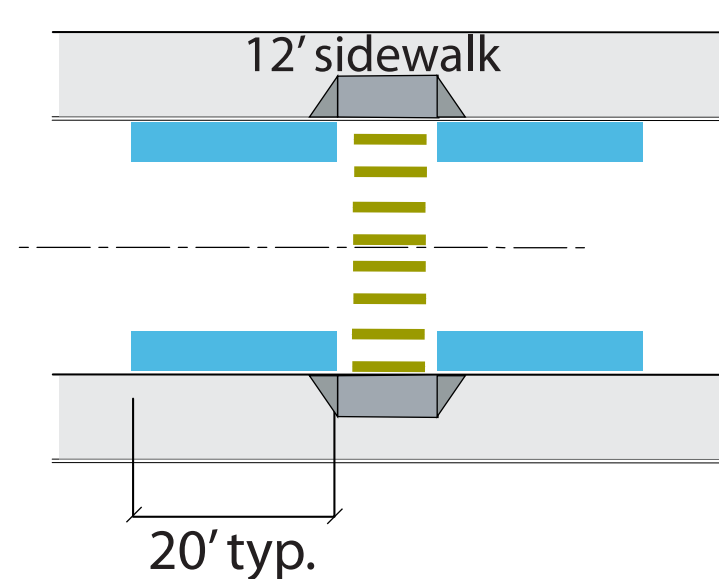
DWG. NO.  
**FIG  
2**



20' No Parking Setback from PC per COK



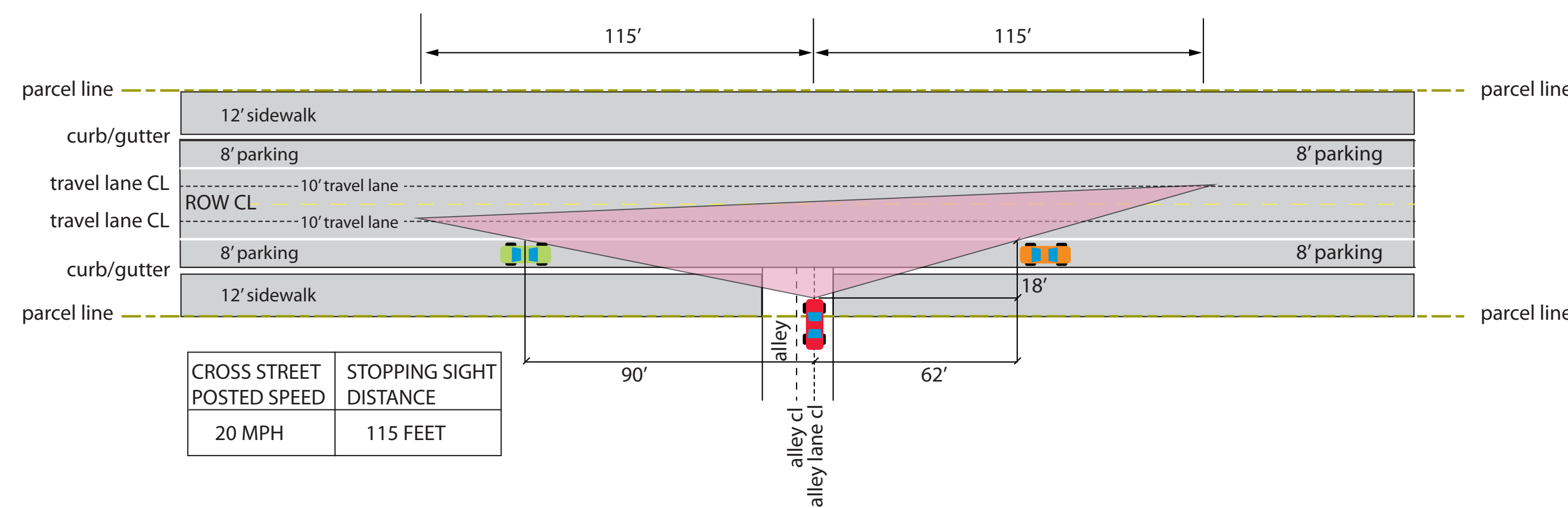
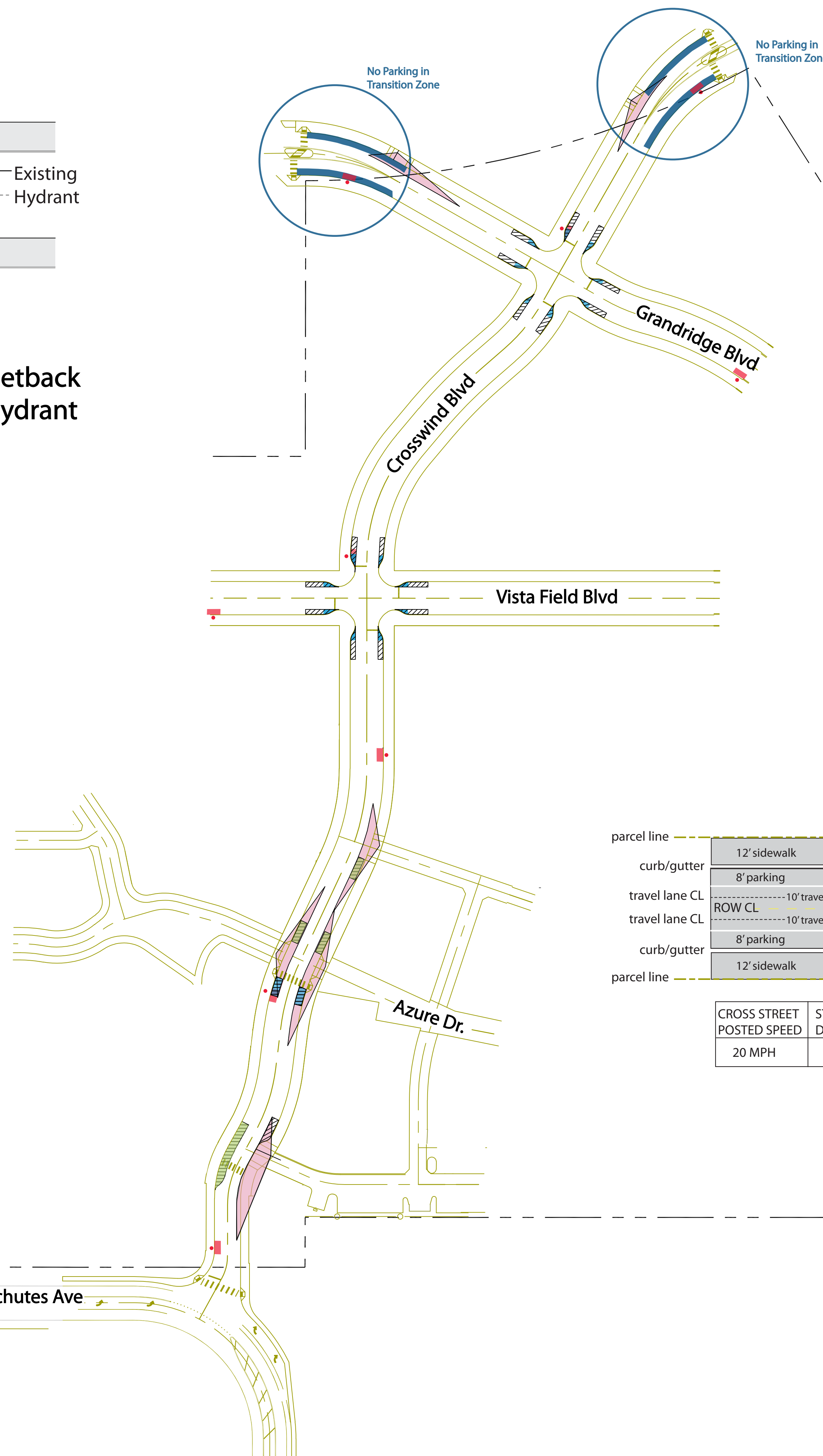
15' No Parking Setback from Existing Hydrant per IFC



20' No Parking Setback from Crosswalk per MUTCD

### Legend

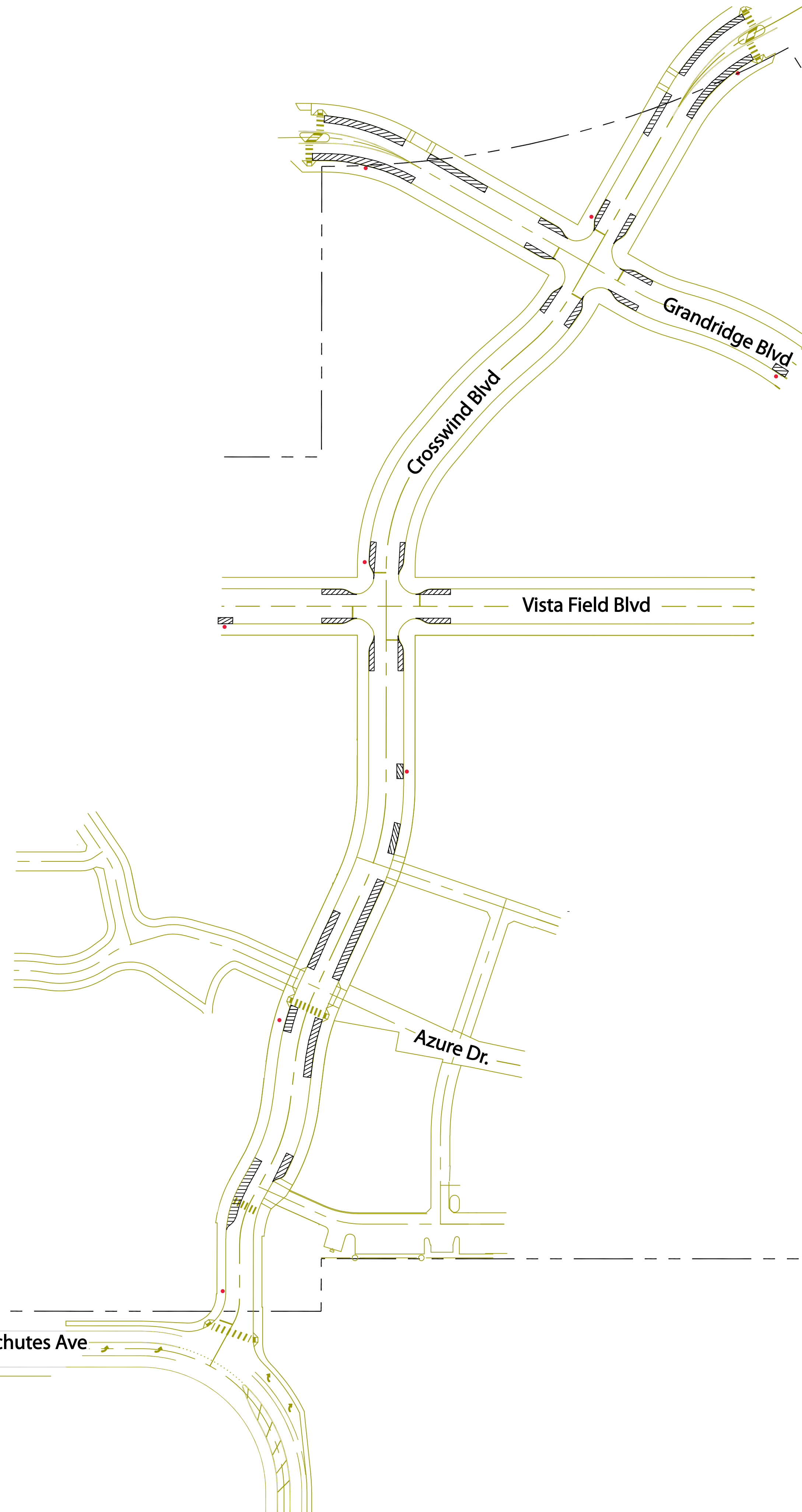
- No Parking per Sight Triangle - See Detail
- Existing Hydrant Location
- No Parking per IFC 15' Clear Along Curbline
- No Parking Setback from Crosswalk - See Detail
- No Parking per COK Offset from PC - See Detail
- No Parking in Transition Zone (Multiple Regulations)
- No Parking per Autoturn - See Exhibit



Sight Triangle City ROW to Private Intersection

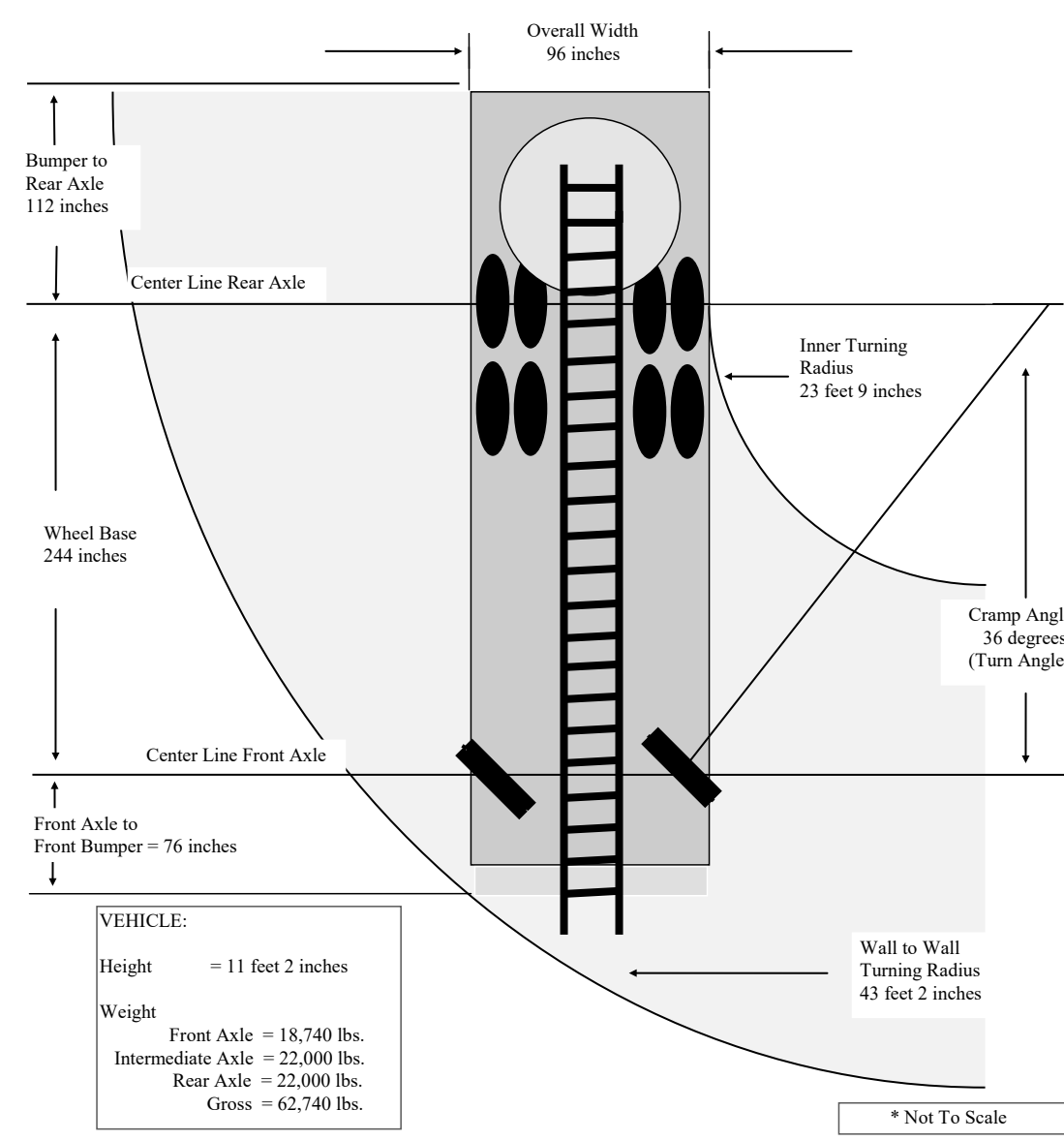
### Legend

- Existing Fire Hydrant
- ▨ No Parking per Regulatory Overlays



# Vista Field No Parking Exhibit

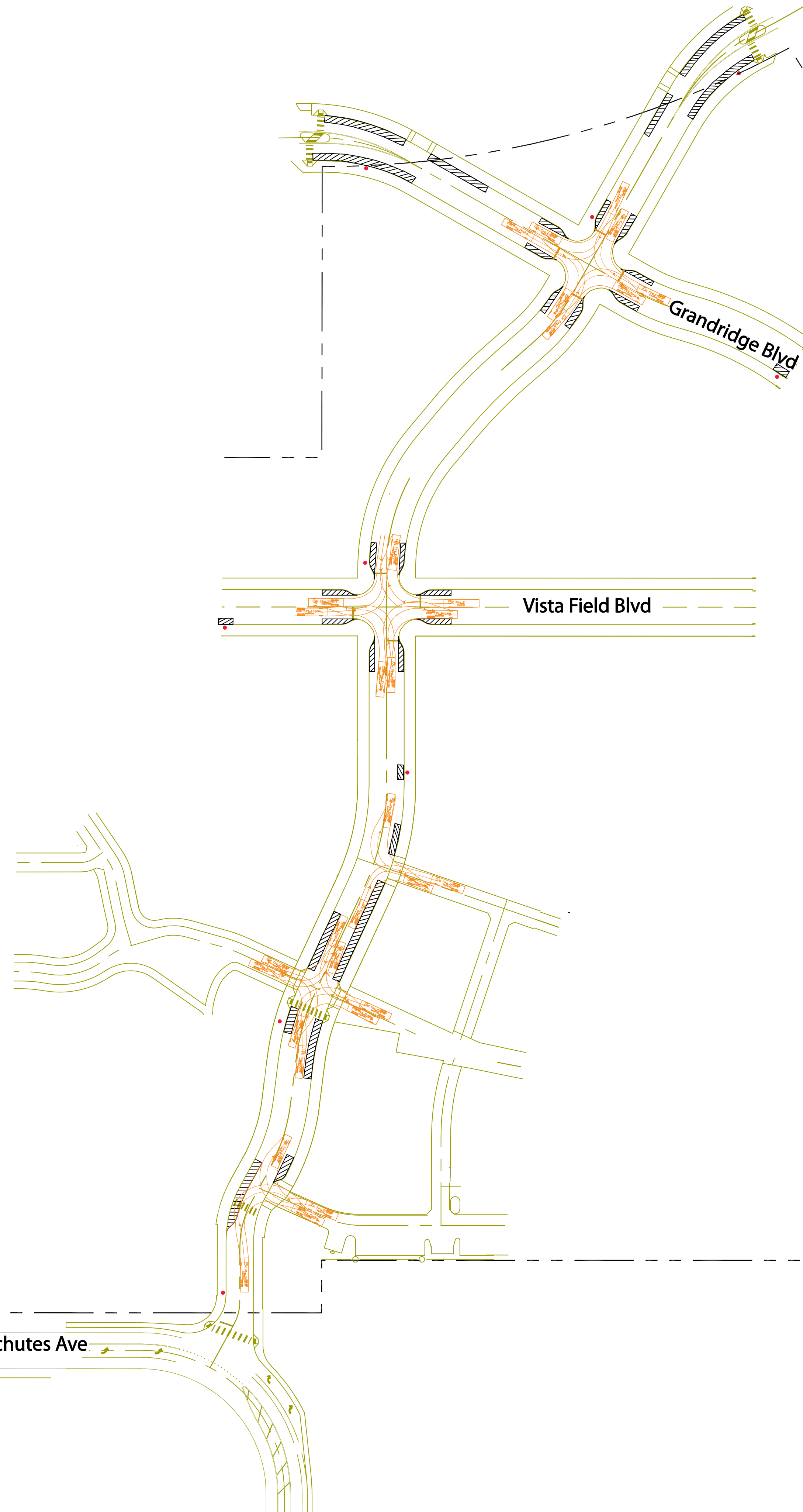
## No Parking Areas



**Kennewick Fire Apparatus  
Turning Radius Specifications**

**Legend**

- Existing Fire Hydrant
- No Parking per Regulatory Overlays
- COK Fire Truck Turning Movement



### VISTA FIELD REDEVELOPMENT PROJECT - TRANSPORTATION MITIGATION (February 5, 2026)

#### Cost Allocation Percentages & ROM Cost Estimates

(ALL PARTIES UNDERSTAND - Percentages are the AGREED Factor; Cost Estimates are "PLANNING LEVEL" ONLY)

	2035 Volumes			2035 Operations				Mitigation		Estimated Total Mitigation Cost (\$)	AGREED MITIGATION FACTORS		Currently (2016) TIF Eligible		
	No Build	Build	% Difference	No Build	Build	Mitigation	2035 Operations	Port of Kennewick (%)	Port of Kennewick (\$)						
<b>Phase 1</b>															
6	Columbia Center Boulevard & Grandridge Boulevard														
<b>IMPROVEMENTS COMPLETED 2024 (POK shared Paid)</b>															
10	Colorado Street & Grandridge Boulevard														
	Eastbound	325	527	38.3%	A	8	A	9	-Restrict north-south movements to right-in/right-out only but allow east-west left and right-turns by placing curb along Grandridge Blvd. -Striping/C-curb	A	9	\$65,000	55%	\$35,750	Yes
	Westbound	234	496	52.8%	A	8	A	8		A	8				
	Northbound	216	216	0.0%	E	44	F	>300		B	11				
	Southbound	126	126	0.0%	C	15	E	38		B	13				
23	Edison Street & Canal Drive														
	Eastbound	1143	1328	13.9%	C	34	E	57	-Add a second eastbound left-turn lane -Add a southbound right-turn lane -Signal modification	D	39	\$1,708,000	25%	\$427,000	No
	Westbound	787	834	5.6%	C	25	D	36		D	40				
	Northbound	920	981	6.2%	E	61	E	76		C	34				
	Southbound	1731	1872	7.5%	E	61	E	58		D	45				
<b>New Intersection - Deschutes &amp; Hangar area</b>															
	Eastbound	Intersection was not included as a study area intersection so volumes were not developed.		Intersection was not included as a study area intersection so operations results were not calculated.		-New intersection with all-way stop control and eastbound right-turn bypass lane.						\$780,000	100.0%	\$780,000	No
Note: Movements highlighted in yellow with text in red and bold exceed City LOS thresholds										Subtotal Costs - Teir 1 (TIF Eligible)		\$1,773,000		\$462,750	
										Subtotal Costs - Teir 1 (Non-TIF Eligible)		\$780,000		\$780,000	
										Subtotal Costs - Teir 1 (Total)		\$2,553,000		\$1,242,750	

	2035 Volumes			2035 Operations			Mitigation		Estimated Total Mitigation Cost (\$)	AGREED MITIGATION FACTORS				
	No Build	Build	% Difference	No Build	Build	Mitigation	2035 Operations	Port of Kennewick (%)		Port of Kennewick (\$)	Currently (2016) TIF Eligible			
<b>Phase 2</b>														
<b>4</b>	<b>Columbia Center Boulevard &amp; Quinault Avenue</b>			<b>5124</b>	<b>5669</b>	<b>9.6%</b>	<b>D</b>	<b>47</b>	<b>E</b>	<b>57</b>				
	Eastbound	892	940	5.1%	E	74	E	74	-No mitigation proposed because the overall intersection and each individual approach are forecast to meet City LOS thresholds.		\$1,794,000	0%	\$0	Yes
	Westbound	626	756	17.2%	D	46	E	58						
	Northbound	1693	1872	9.6%	D	40	D	49						
	Southbound	1913	2101	8.9%	D	42	E	57						
<b>7</b>	<b>Columbia Center Boulevard &amp; Deschutes Avenue</b>			<b>4395</b>	<b>4840</b>	<b>9.2%</b>	<b>C</b>	<b>30</b>	<b>D</b>	<b>40</b>				
	Eastbound	526	564	6.7%	C	34	D	49	-Add a second WB left-turn lane -Add a WB right-turn lane		\$1,696,000	25%	\$424,000	Yes
	Westbound	653	853	<b>23.4%</b>	E	69	<b>F</b>	<b>92</b>						
	Northbound	1568	1691	7.3%	C	21	C	20						
	Southbound	1648	1732	4.8%	C	23	C	30						
<b>14</b>	<b>Young Street &amp; Deschutes Avenue</b>			<b>901</b>	<b>1349</b>	<b>33.2%</b>			<b>A</b>	<b>7</b>				
	Eastbound	288	443	35.0%	A	8	A	7	-Install a roundabout		\$650,000	100%	\$650,000	No
	Westbound	376	386	2.6%	na	na	A	6						
	Southbound	237	310	23.5%	C	17	A	10						
	Southwestbound	0	210	100.0%	na	na	A	7						
<b>18</b>	<b>Kellogg Street &amp; Quinault Avenue</b>			<b>1479</b>	<b>1821</b>	<b>18.8%</b>			<b>B</b>	<b>13</b>				
	Eastbound	0	273	100.0%	na	na	C	28	-Install a signal		\$390,000	75%	\$292,500	No
	Westbound	162	303	46.5%	<b>F</b>	<b>87</b>	C	27						
	Northbound	674	643	-4.8%	na	na	A	6						
	Southbound	643	602	-6.8%	A	10	A	6						
<b>19</b>	<b>Kellogg Street &amp; Metaline Avenue</b>			<b>1240</b>	<b>1519</b>	<b>18.4%</b>								
	Eastbound	41	41	0.0%	D	29	<b>F</b>	<b>75</b>	-Install a signal		\$390,000	75%	\$292,500	No
	Westbound	105	199	47.2%	D	26	<b>F</b>	<b>80</b>						
	Northbound	534	572	6.6%	A	9	A	9						
	Southbound	560	707	20.8%	A	9	A	10						
<b>20</b>	<b>Kellogg Street &amp; Deschutes Avenue</b>			<b>1684</b>	<b>2141</b>	<b>21.3%</b>								
	Eastbound	410	529	22.5%	<b>F</b>	<b>52</b>	<b>F</b>	<b>242</b>	-Install a signal		\$1,125,000	75%	\$843,750	No
	Northbound	569	771	26.2%	B	10	B	12						
	Southbound	705	841	16.2%	na	na	na	na						
<b>21</b>	<b>Kellogg Street &amp; Clearwater Avenue</b>			<b>3678</b>	<b>4092</b>	<b>10.1%</b>	<b>C</b>	<b>33</b>	<b>D</b>	<b>44</b>				
	Eastbound	1048	1066	1.7%	B	18	C	29	-Add a second southbound left-turn lane -Signal modification		\$848,000	20%	\$169,600	Yes
	Westbound	1233	1318	6.4%	C	32	D	37						
	Northbound	348	404	13.9%	D	40	<b>E</b>	<b>68</b>						
	Southbound	1049	1304	19.6%	D	46	<b>E</b>	<b>55</b>						
<b>24</b>	<b>Edison Street &amp; Metaline Avenue</b>			<b>1806</b>	<b>2023</b>	<b>10.7%</b>								
	Eastbound	100	223	55.2%	D	26	<b>F</b>	<b>114</b>	-Add a refuge area for left-turns from Edison St.		\$26,000	55%	\$14,300	No
	Northbound	725	772	6.1%	B	11	B	12						
	Southbound	981	1028	4.6%	na	na	na	na						

**NOTES**

#1) Movements highlighted in yellow with text in red and bold exceed City LOS thresholds;

#2) Mitigation cost share calculations used critical approach volume difference (cells highlighted in bold and blue) as the basis for all intersection except roundabouts which used the overall intersection volume difference. Instances of increased Port share due to impacts identified only in the "Build" scenario and/or when LOS failure in No-Build" scenario involved simple, less expensive solution;

#3) Port Request Intersection indentified with pink hatch be Reclassified as TIF Eligible AND City agreed to consider this request during upcoming TIF update.

#4) Tier 1 and Teir 2 project listed by interesction mitigation priority;

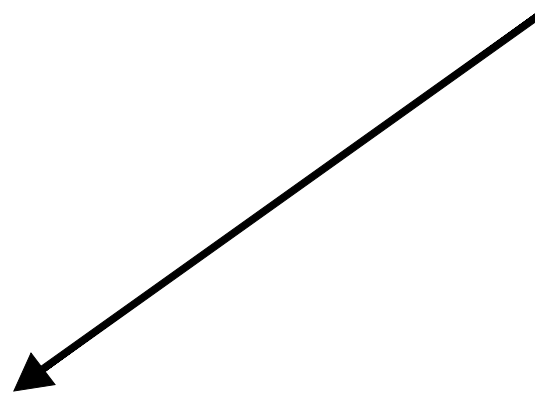
- COST ASSUMPTIONS (All costs estimates in 2016 dollars)**
- ❖ Right-of-Way acquisition costs are included and assumed at \$20/SF
  - ❖ Design costs are included and assumed to be 15% of construction costs
  - ❖ Construction costs & construction management (including survey) asumed to be 15% of construction cost
    - ◆ One Lane Roundabout Construction Cost - \$700,000
    - ◆ New Signal Construction Cost - \$600,000
    - ◆ Adding New Approach Lanes Cost - \$500,000
    - ◆ Signal Modification Cost Per Lane - \$150,000

Subtotal Costs - Teir 2 (TIF Eligible)	\$4,338,000	\$593,600
Subtotal Costs - Teir 2 (Non-TIF Eligible)	\$2,581,000	\$2,093,050
Subtotal Costs - Teir 2 (Total)	\$6,919,000	\$2,686,650

<b>TOTAL PROJECT COSTS (TIF Eligible)</b>	<b>\$6,111,000</b>
<b>TOTAL PROJECT COSTS (Non-TIF Eligible)</b>	<b>\$3,361,000</b>
<b>TOTAL PROJECT COSTS</b>	<b>\$9,472,000</b>

<b>\$1,056,350</b>
<b>\$2,873,050</b>
<b>\$3,929,400</b>
<b>PORT Total Mitigation Cost Estimate</b>

## FIRE LANE ACCESS EASEMENT



20'-0"

ALLEY (Fire Lane)

20'-0"

10'-0"

10'-0"

ALLEY (Fire Lane)

**Proposed  
Requirement**

**2017**

**FIRE LANE  
ACCESS  
EASEMENT**

20'

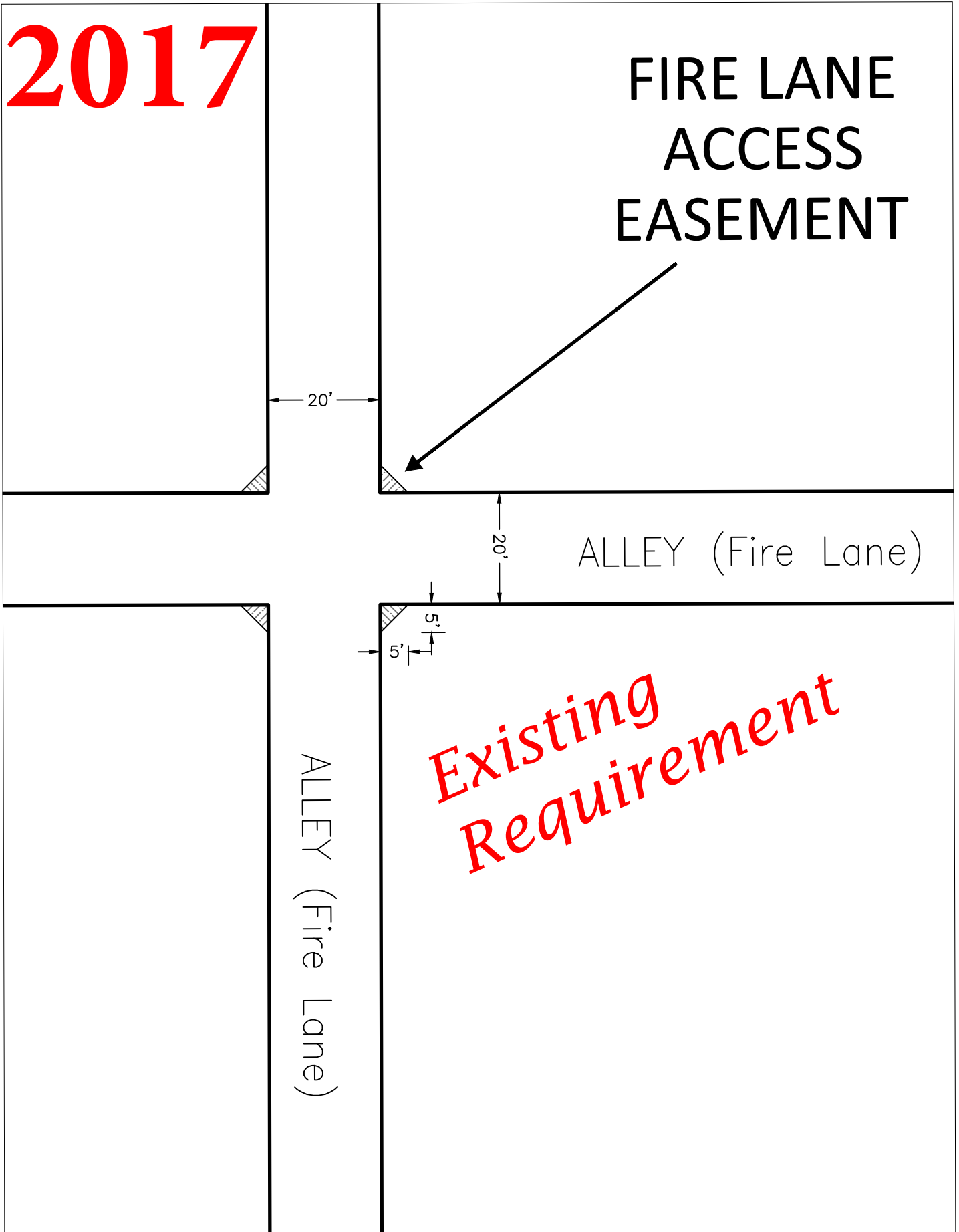
20'

ALLEY (Fire Lane)

5'  
5'

ALLEY (Fire Lane)

**Existing  
Requirement**







**PORT of  
KENNEWICK**

## **AGENDA REPORT**

**TO:** Port Commission

**FROM:** Tim Arntzen, CEO

**MEETING DATE:** March 24, 2026

**AGENDA ITEM:** Proposed Resolution Authorizing Joint Use Parking Lot Interlocal Agreement

---

**I. REFERENCE(S):**

Proposed Resolution 2026-07; Interlocal Agreement and Parking Lot Agreement with Exhibits A and B

**II. BACKGROUND:**

The port and the City of Kennewick (City) have agreed at the staff level on an agreement that would provide for a 400+ space joint use parking lot in the Vista Field area. The parking lot would accommodate users of the City's entertainment district as well as users of the port's Vista Field development. By combining resources, the parties can more cost effectively construct needed infrastructure in an area of mutual use. The commission has been presented with the concept and contractual documents in its commission meeting of March 10, 2026.

**III. ACTION REQUESTED OF COMMISSION:**

**Review the desirability of entering into the joint use parking lot agreement (with exhibit), attached hereto.**

***Motion:***

***I move approval of Resolution 2026-07 Authorizing Interlocal Agreement with the City of Kennewick for the Joint Use Parking Lot; 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.***

**PORT OF KENNEWICK**

**Resolution No. 2026-07**

**A RESOLUTION OF THE PORT OF KENNEWICK  
BOARD OF COMMISSIONERS AUTHORIZING AN INTERLOCAL  
AGREEMENT WITH THE CITY OF KENNEWICK  
REGARDING A JOINT USE PARKING LOT**

**WHEREAS**, the port and the City of Kennewick (City) have agreed at the staff level on an agreement that would provide for a 400+ space joint use parking lot in the Vista Field area; and

**WHEREAS**, the parking lot would accommodate users of the City's entertainment district as well as users of the port's Vista Field development; and

**WHEREAS**, by combining resources, the parties can more cost effectively construct needed infrastructure in an area of mutual use; and

**WHEREAS**, the Commission has been presented with the concept and contractual documents in its Commission Meeting of March 10, 2026;

**NOW, THEREFORE, BE IT HEREBY RESOLVED** that the Board of Commissioners of the Port of Kennewick hereby authorize the Joint Use Parking Lot Interlocal Agreement with the City of Kennewick.

**BE IT FURTHER RESOLVED** that the Port of Kennewick Board of Commissioners hereby ratify and approve all action by port officers and employees in furtherance hereof; and authorize the Port Chief Executive Officer to take all action necessary in furtherance hereof.

**ADOPTED** by the Board of Commissioners of the Port of Kennewick this 24th day of March 2026.

**PORT of KENNEWICK  
BOARD of COMMISSIONERS**

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

Kenneth Hohenberg, *President*

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

Skip Novakovich, *Vice President*

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

Raul Contreras Gonzalez, *Secretary*

**INTERLOCAL AGREEMENT  
BETWEEN THE  
CITY OF KENNEWICK,  
KENNEWICK PUBLIC FACILITIES DISTRICT,  
AND  
PORT OF KENNEWICK**

This Interlocal Agreement (“Interlocal Agreement”) is made and entered into by and between the City of Kennewick, a Washington municipal corporation (“City”); Kennewick Public Facilities District, a Washington municipal corporation (“KPF”); and the Port of Kennewick, a Washington municipal corporation (“Port”). The City, KPF, and Port are individually referred to as a “Party” and collectively referred to as the “Parties.”

WHEREAS, the Interlocal Cooperation Act, Chapter 39.34 Revised Code of Washington (RCW), permits two (2) or more public agencies to enter an agreement for cooperative action; and

WHEREAS, the Three Rivers Convention Center Expansion is designed to attract conventions, meetings, and public events to the City, and support its hotels, restaurants, and shops; and

WHEREAS, the Vista Field Development Project is a multi-use development that will include residential and commercial uses that will provide commercial activity for the entertainment district and the attendees that the Three Rivers Convention Center Expansion will attract; and

WHEREAS, additional parking is required to accommodate said conventions, meetings, commercial activity, and public events; and

WHEREAS, the Parties are authorized to enter an interlocal agreement; and

WHEREAS, the City warrants that the Convention Center and Vista Field projects have been and will be approved with adequate on-site parking to meet the Port and convention center needs, and that any parking on Lot E shall serve as overflow parking in addition to such approved parking; and

WHEREAS, the Parties desire to design and construct a new parking lot on Lot E, Parcel Number 132993BP5289002, located in Kennewick, Benton County, Washington (“Parking Lot E”).

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

**1. PURPOSE**

This Interlocal Agreement shall establish the administration, specifications, term, contributions, and relationship of the collaboration permitting the Parties to design and construct Parking Lot E to accommodate overflow parking for the Three Rivers Convention Center and Vista Field’s parking demands.

The Parties acknowledge that in addition to the construction of the joint use Parking Lot E, an extension of the Port- City Vista Field Development Agreement is of mutual importance to the Parties. Within 60 days of the effective date of this Interlocal Agreement, the elected bodies of each Party shall consider and take action on the requested ten-year extension of the Development Agreement on terms mutually acceptable to the Parties; provided however, if the Development Agreement is not approved with terms mutually acceptable to the Parties within said 60-day period, the Interlocal Agreement shall automatically terminate and shall be of no force and effect. In such case, the Port shall remain obligated for the costs (1) to KPF for any Port-requested changes to the preliminary design incurred during that 60-day period as set forth in Section 5A, and (2) to the City for fifty percent

(50%) of Parking Lot E’s total construction costs incurred during that 60-day period as set forth in Section 5A.

## **2. ADMINISTRATION**

### **A. KPFD**

- i. KPFD prepared preliminary plans, specifications, and estimates for Parking Lot E with the Three Rivers Convention Center Expansion Project. KPFD shall provide the Parties with a copy of the current budget as a condition of approval of this Interlocal Agreement.
- ii. The Parties shall meet and determine whether changes to KPFD’s preliminary plans are necessary to accommodate the Port. The Parties anticipate the Port will request certain changes to KPFD’s preliminary plans to include additional access points as depicted in the “Conceptual Port Proposed Design Changes” which is attached hereto and incorporated herein as Exhibit “A”. The Parties will receive any resulting, revised preliminary plans and have not less than ten (10) days to review, comment and approve.
- iii. KPFD shall request and receive the City and Port’s written approval of the final plans, specifications, and estimates before finalizing bids and the construction timeline.
- iv. The construction of Parking Lot E will be completed under the Three Rivers Convention Center Expansion construction agreement executed with KPFD and LYDIG Construction.

### **B. Contents**

This Interlocal Agreement consists of this Interlocal Agreement, and Exhibit A (“Conceptual Port Proposed Design Changes”) and Exhibit B (“Reciprocal Parking License Agreement”), which are attached hereto and incorporated herein by reference.

The Parties agree that these documents form the entire Interlocal Agreement; no oral or written agreements, representations, or understandings exist outside of this Interlocal Agreement; and any and all prior agreements, representations, or understandings are terminated upon execution of this Interlocal Agreement. If a conflict regarding this Interlocal Agreement arises, the Parties agree that the order of precedence is (i) this Interlocal Agreement; (ii) Exhibit B; and (iii) properly acknowledged, executed, signed, and recorded amendments, change orders, and modifications from the Parties in that order.

## **3. SPECIFICATIONS**

Parking Lot E shall be constructed to commercial standards and shall be comprised of:

- A. asphalt concrete surfacing and stormwater improvements;
- B. concrete curbs, ramps, driveways, gutters, and sidewalks;
- C. signs and surface markings;
- D. light fixtures;
- E. Electric vehicle (EV) charging stations;
- F. Access points as determined by the Parties and permitted by applicable development regulations,
- G. Roosevelt Street improvements abutting SW parcel line Lot E.

**4. TERM**

This Interlocal Agreement shall commence on the date of the last signature execution hereon and remain in effect until Parking Lot E is completed and accepted by the City, KPF, and Port and all Parties have paid their portion of the project, or the Interlocal Agreement is terminated by any Party.

**5. COSTS**

A. Design

The Port shall pay KPF one hundred percent (100%) of the cost of any Port requested changes to the preliminary design for Parking Lot E, KPF shall directly bill the Port for this cost.

B. Construction

The Port shall pay the City fifty percent (50%) of Parking Lot E's total construction costs, including costs arising from properly acknowledged, executed, signed, and recorded change orders, not to exceed one million dollars (\$1,000,000) in total. Construction costs are defined as LYDIG Construction invoices specific to the Parking Lot E work.

C. Change Orders

If a proposed change order exceeds ten percent (10%) of the total project cost, KPF shall request and receive the City and Port's written approval before approving the change order.

If KPF does not receive the City and/or Port's approval within seven (7) days, the Parties agree to meet within fourteen (14) days to acquire additional funds, modify Parking Lot E's scope, or terminate this Interlocal Agreement.

D. Invoices

KPF shall provide the City and Port with all invoices for work completed or services rendered in writing and send them to the representatives and addresses provided below. KPF shall direct its contractor LYDIG Construction to issue invoices specific to the Parking Lot E work and not comingle with invoices and charges related to the Three Rivers Convention Center Expansion construction.

City of Kennewick  
Attn: Erin Erdman, City Manager  
P.O. Box 6108  
Kennewick, WA 99336  
(509) 585-4251  
[erin.erdman@ci.kennewick.wa.us](mailto:erin.erdman@ci.kennewick.wa.us)

Port of Kennewick  
Attn: Tim Arntzen, Chief Executive Officer  
350 Clover Island Dr., Ste. 200  
Kennewick, WA 99336  
(509) 586-1186  
[ta@portofkennewick.org](mailto:ta@portofkennewick.org)

E. Payments

The Port shall pay the City for work performed or services rendered after receiving detailed invoices and send payments to the representative and address provided below:

City of Kennewick  
Attn: Jessica Platt, Finance Director  
P.O. Box 6108  
Kennewick, WA 99336  
(509) 585-4552  
[jessica.platt@ci.kennewick.wa.us](mailto:jessica.platt@ci.kennewick.wa.us)

Invoices not in dispute by the City or Port shall be paid net thirty (30) days and shall reference this Interlocal Agreement's number. The invoices shall provide sufficient detail on the work billed. The Port's final payment for its 50% share of the total cost of construction shall be paid no later than January 31, 2027, provided construction is substantially complete at that time.

**6. RELATIONSHIP**

This Interlocal Agreement shall not create a new or separate administrative or legal entity for the administration or interpretation of this Interlocal Agreement's terms, conditions, or provisions.

**7. PARTIES' RESPONSIBILITIES**

- A. Each Party hereby agrees to collaborate with the other Parties in the design, construction, and funding of Parking Lot E.
- B. Each Party shall be responsible for complying with all applicable statutes, rules, policies, and procedures; provided however, the Port's responsibility is strictly limited to payment as described herein and does not extend to construction oversight or public works construction or repair reporting, payment, or compliance, and or any claims related to the condition of the site
- C. The Port shall be responsible for allocating the funds to pay the KPFD one hundred percent (100%) of the cost of any Port requested changes to the preliminary design for Parking Lot E and the City fifty percent (50%) of Parking Lot E's total construction costs, including costs arising from properly acknowledged, executed, signed, and recorded change orders, and not to exceed one million dollars (\$1,000,000) in total.

**8. COMMUNICATION**

The Parties shall produce all communications regarding this Interlocal Agreement in writing and send them to the representatives and addresses provided below:

City of Kennewick  
Attn: Erin Erdman, City Manager  
P.O. Box 6108  
Kennewick, WA 99336  
(509) 585-4251  
[erin.erdman@ci.kennewick.wa.us](mailto:erin.erdman@ci.kennewick.wa.us)

Kennewick Public Facilities District  
Attn: Calvin Dudney, President  
7016 W. Grandridge Blvd.  
Kennewick, WA 99336  
(509) 948-5593  
[cdudney@3riverscampus.com](mailto:cdudney@3riverscampus.com)

Port of Kennewick  
Attn: Tim Arntzen, Chief Executive Officer  
350 Clover Island Dr., Ste. 200  
Kennewick, WA 99336  
(509) 586-1186  
[ta@portofkennewick.org](mailto:ta@portofkennewick.org)

**9. AMENDMENT**

The Parties may mutually amend this Interlocal Agreement, or any section or subsection thereof, in a properly acknowledged, executed, signed, and recorded writing from all Parties.

**10. ASSIGNMENT**

All of the terms, conditions, and provisions hereof shall inure to the benefit of, and be binding upon, the Parties, their respective successors, and their respective assigns. However, a Party shall not assign any right or obligation under this Interlocal Agreement to a third party without a properly acknowledged, executed, signed, and recorded writing from the other Parties.

**11. TERMINATION**

- A. A Party may unilaterally terminate this Interlocal Agreement upon thirty (30) days' written notice before Parking Lot E's construction starts. Should the Port decide to terminate the Interlocal Agreement prior to construction they will be responsible for the costs incurred prior to and through termination for any Port-requested conceptual design changes, with the exception of access and frontage improvements to Roosevelt Street.
- B. The Parties may mutually terminate this Interlocal Agreement after Parking Lot E's construction starts in a properly acknowledged, executed, signed, and recorded writing from all Parties.
- C. If this Interlocal Agreement is terminated by mutual agreement after construction begins, the Port shall pay KPFDD the costs of any Port-requested changes to the preliminary design for Parking Lot E incurred before the termination date pursuant to Section 5, Subsection A of this Interlocal Agreement. The Port shall also pay the City fifty percent (50%) of Parking Lot E's total construction costs incurred before the termination date, including costs arising from properly acknowledged, executed, signed, and recorded change orders pursuant to Section 5, Subsection B of this Interlocal Agreement.
- D. Notwithstanding anything to the contrary herein, the City shall not terminate the Port's License as long as Parking Lot E remains a surface parking lot. The Master Plan for the Entertainment Districts shows Lot E to remain parking, however a larger project, such as the reconstruction of the Toyota Center would require Lot E to be converted to Structured Parking which would then allow for termination of this agreement.

## **12. DOCUMENT OWNERSHIP**

All designs, drawings, specifications, documents, reports and other work products prepared pursuant to this Interlocal Agreement, shall become City, KPF, and Port property upon completion of construction and payment in full of all payments due.

## **13. GENERAL REQUIREMENTS**

### **A. Meetings**

The City and Port shall attend status, progress, and coordination meetings with the designated KPF and Contractor representative(s). If the City or Port requests KPF or Contractor participation at additional meetings, the City or Port shall provide KPF and the Contractor with notice prior to those meetings.

### **B. Progress Reports**

If the City or Port requests progress reports, KPF shall provide both with detailed reports outlining in written and/or graphical form the phases and work performed.

## **14. INDEMNIFICATION**

### **A. City's Indemnification and Hold Harmless**

The City shall defend, indemnify, and hold KPF and the Port, its officers, officials, employees, volunteers, and agents harmless from any and all claims, injuries, damages, losses, or suits, including attorneys' fees, arising out of or resulting from the negligent acts, errors, or omissions of the City, its officers, contractors, officials, employees, volunteers, and agents ("City Agents"), excluding injuries and damages caused by the sole negligence of KPF, KPF Agents, Port Agents, or the Port.

### **B. KPF's Indemnification and Hold Harmless**

KPF shall defend, indemnify, and hold the City and Port, its officers, officials, employees, volunteers, and agents harmless from any and all claims, injuries, damages, losses, or suits, including attorneys' fees, arising out of or resulting from the negligent acts, errors, or omissions of KPF, its officers, officials, employees, volunteers, and agents, ("KPF Agents"), excluding injuries and damages caused by the sole negligence of the City, City Agents, Port Agents or Port.

### **C. Port's Indemnification and Hold Harmless**

The Port shall defend, indemnify, and hold the City and KPF, its officers, officials, employees, volunteers, and agents harmless from any and all claims, injuries, damages, losses, or suits, including attorneys' fees, arising out of or resulting from the negligent acts, errors, or omissions of the Port, its officers, officials, employees, volunteers, and agents, excluding injuries and damages caused by the sole negligence of the City, City Agents, KPF Agents, or KPF.

## **15. ADVERSE CHANGE IN LAW**

If a federal, state, or local statute, rule, regulation, ordinance, or court decision renders performance of the work impossible, impractical, or illegal or materially and adversely affects the ability of any Party to fulfill the obligations or receive the benefits of this Interlocal Agreement (collectively referred to as an "Adverse Change in Law"), the Parties agree to meet within fourteen (14) days following written notice of an Adverse Change in Law to negotiate an amendment in good faith which carries out the Parties' original intent. If the Parties do not reach an agreement within sixty (60) days after commencement of the negotiation despite their good faith efforts, any Party may terminate this

Interlocal Agreement on the earlier of the effective date of the Adverse Change in Law or expiration of the sixty (60)-day period following written notice of termination provided by one Party to the others.

## **16. DISPUTE RESOLUTION**

### **A. Good Faith**

The Parties agree to negotiate in good faith for a period of thirty (30) days from the date of notice of all disputes between them prior to exercising their rights under this Interlocal Agreement or under law.

### **B. Arbitration**

All unresolved disputes between the Parties may only be arbitrated by mutual agreement of the Parties. If a mutual agreement is not reached, the claim shall be resolved by legal action.

### **C. Venue, Law, and Jurisdiction**

If one or more Party(ies) initiate(s) legal action to enforce any right or obligation under this Interlocal Agreement, the Parties agree that such action shall be initiated in Benton County Superior Court, located in Kennewick, Benton County, Washington. The Parties also agree that all questions shall be resolved by application of Washington law and the Parties to such action shall have the right to appeal Benton County Superior Court's decision in accordance with Washington law. The Parties hereby consent to the personal jurisdiction of Benton County Superior Court.

### **D. Attorneys' Fees**

If one or more Party(ies) initiate(s) legal action to enforce any right or obligation under this Interlocal Agreement, the Parties agree that the prevailing Party(ies) shall be awarded its (their) reasonable attorneys' fees, including appeal costs and fees.

## **17. SEVERABILITY**

If any court of competent jurisdiction renders any of the terms, rights, obligations, or conditions contained in this Interlocal Agreement unenforceable or sections, subsections, provisions, paragraphs, sentences, or phrases invalid, it shall not affect the enforceability of the remaining terms, rights, obligations, or conditions or validity of the remaining sections, subsections, provisions, paragraphs, sentences, or phrases contained therein.

## **18. SURVIVABILITY**

If the Parties amend or terminate this Interlocal Agreement, it shall not affect the survivability of any of the terms, rights, obligations, or conditions contained in this Interlocal Agreement or exercise of any of the rights associated therewith.

## **19. WAIVER**

Any Party's failure to request strict performance of this Interlocal Agreement, or any section or subsection thereof, or failure to exercise any right associated therewith, shall not constitute a waiver of any right.

## **20. PUBLIC DISCLOSURE**

The Parties recognize that the City and Port are governed by the Public Records Act, Chapter 42.56 RCW, which requires the City and Port to offer the public maximum assistance, including timely access

to records unless those records are exempt or potentially exempt. This Interlocal Agreement is a public record and will be released upon request.

**21. FILING**

As provided by RCW 39.34.040, prior to its entry in force this Interlocal Agreement must be recorded with the Benton County Auditor and/or posted on each Parties' website.

**22. NO PUBLIC DUTY, THIRD PARTY BENEFICIARIES, PARTNERSHIPS**

No undertaking by one Party to, the other Party under any provision of this Interlocal Agreement shall create any special duty to the public or otherwise enhance or modify the obligation of the Party with regard to the public or any person.

Nothing in this Interlocal Agreement shall be construed to create any rights in or duties to any third party, nor any liability to or standard of care with reference to any third party. This Interlocal Agreement shall not confer any right, or remedy upon any person other than the Parties. This Interlocal Agreement shall not release or discharge any obligation or liability of any third party to any Party.

**23. RECORDS RETENTION AND AUDIT**

The Parties agree to maintain records of all costs incurred under this ILA in accordance with a work order accounting system as prescribed and approved by the State Auditor's Office. These records will be kept available for inspection and audit by the Party requesting the service for six years after payment of the requested service.

**24. COUNTERPARTS**

This Interlocal Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which shall constitute one (1) and the same instrument. This Interlocal Agreement may be delivered by electronic mail or other means and those signatures shall be treated as original signatures for all applicable purposes. The persons signing this Interlocal Agreement represent that they are authorized to sign on behalf of their respective Parties and bind them.

IN WITNESS WHEREOF, the Parties hereto enter this Interlocal Agreement on the date of the last signature execution hereon.

**CITY OF KENNEWICK**

\_\_\_\_\_  
Jason R. McShane  
Mayor

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
Krystal Johnston  
City Clerk

\_\_\_\_\_  
Date

Approved as to form:

---

Laurencio Sanguino  
City Attorney

---

Date

**KENNEWICK PUBLIC FACILITIES DISTRICT**

---

Calvin Dudney  
President

---

Date

Attest:

---

Megan Caldwell  
Ex-Officio Clerk

---

Date

Approved as to form:

---

Heidi Ellerd  
Attorney

---

Date

**PORT OF KENNEWICK**

---

Tim Arntzen CEO

---

Date

Approved as to form:

---

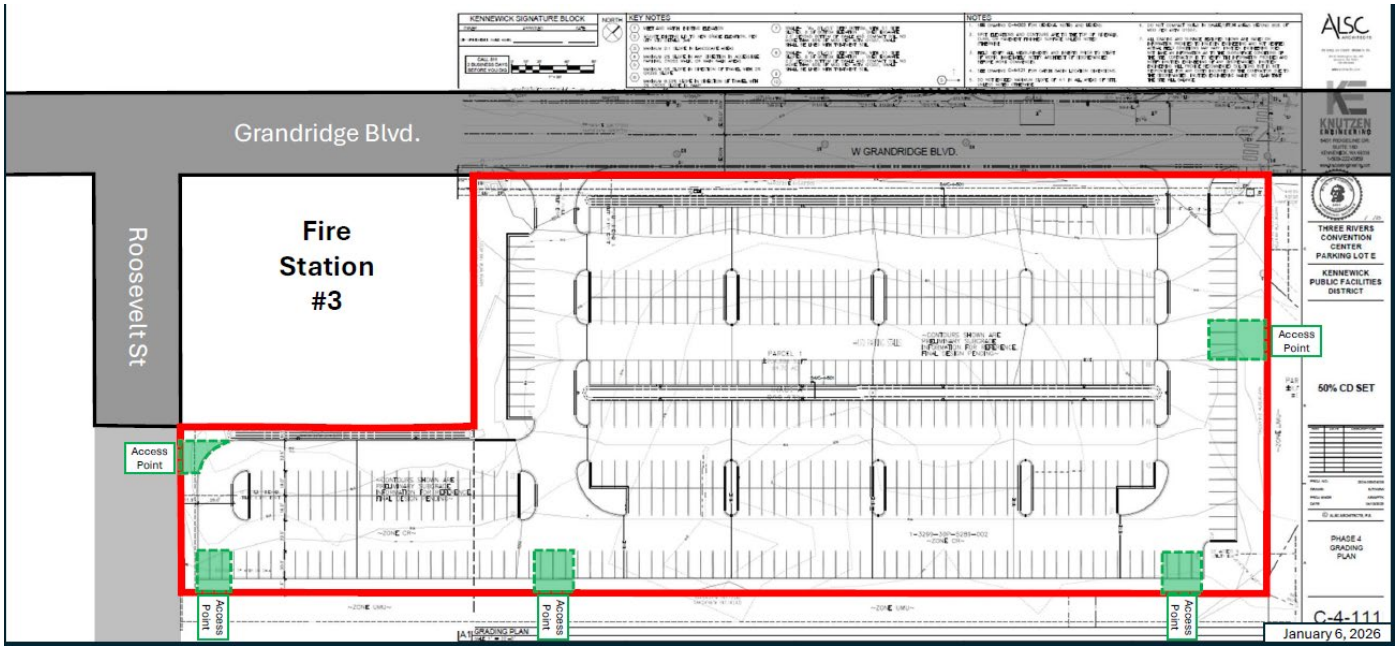
Carolyn Lake  
Port Attorney

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Date

# EXHIBIT A

## Conceptual Port Proposed Design Changes



This graphic depicts the conceptual design changes from the Port of Kennewick for Parking Lot E. These will be subject to further discussion and review and must be compliant with all applicable development regulations.

**Exhibit "B"**  
**RECIPROCAL PARKING LICENSE AGREEMENT**  
**BETWEEN THE**  
**CITY OF KENNEWICK,**  
**KENNEWICK PUBLIC FACILITIES DISTRICT,**  
**AND**  
**PORT OF KENNEWICK**

This Reciprocal Parking License Agreement ("License Agreement") is made and entered into by and between the City of Kennewick, a Washington municipal corporation ("City" and "Licensor"); Kennewick Public Facilities District, a Washington municipal corporation ("KPF" and "Licensor"); and the Port of Kennewick, a Washington municipal corporation ("Port" and "Licensee"). The City, KPF, and Port are individually referred to as a "Party" and collectively referred to as the "Parties."

WHEREAS, the City is the owner of the Three Rivers Convention Center and adjacent parking, which is subject to a long-term lease with KPF; and

WHEREAS, the Parties desire to design and construct a new parking lot on Lot E, Parcel Number 132993BP5289002, located in Kennewick, Benton County, Washington ("Parking Lot E"); and

WHEREAS, the Licensee desires to use the Licensors' parking; and

WHEREAS, there is sufficient parking on the property owned and managed by the Licensors to accommodate on-site parking and meet the Licensee's needs; and

WHEREAS, the Licensors desire to meet the Licensee's parking needs by granting this License Agreement;

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

**1. LICENSE**

The Licensors hereby grant a perpetual, non-exclusive license for vehicle ingress, egress, and parking on Parking Lot E to the Licensee ("License").

**2. NON-EXCLUSIVE VARIABLE JOINT-USE**

The License is a non-exclusive variable joint-use license for the right of ingress and egress over and across, together with parking rights upon the portions designated thereon, for all the Licensee's guests, patrons, invitees, employees, and agents for such period as the Licensors own and manage the Three Rivers Convention Center and Parking Lot E unless the City unilaterally terminates the License pursuant to Section 11 of this License Agreement.

**3. ACCESS**

Parking Lot E shall be lined and include traffic direction, curbing, landscaping, and driveways. No fences, barriers, or obstacles shall be placed by the Licensee upon Parking Lot E that prohibit access to or from the Licensors' adjacent parking, driveways, or public streets. If an event at the Three Rivers Convention Center uses Parking Lot E for displays, tents, or other activities, KPF shall provide the Licensee with written notice and adequate parking.

**4. TERM**

This License shall commence on the date of the last signature execution hereon and remain in effect until it is terminated by any Party.

**5. COSTS**

**A. Maintenance**

The Licensors shall maintain Parking Lot E. Such maintenance shall include cleaning, striping, landscaping, irrigation, and snow and ice removal. Parking Lot E shall be maintained as clean and attractive as the Licensors' adjacent parking.

**B. Repairs**

The Licensors shall repair, replace, or repaint damaged:

- i. asphalt concrete surfacing;
- ii. concrete curbs, ramps, driveways, gutters, and sidewalks;
- iii. signs and surface markings;
- iv. light fixtures;
- v. landscaping; and
- vi. irrigation.

The Licensee shall pay the Licensors fifty percent (50%) of Parking Lot E's total repair costs.

**C. Invoices**

The Licensors shall provide the Licensee with all repair invoices in writing and send them to the representative and address provided below:

Port of Kennewick  
Attn: Nick Kooiker, Chief Financial Officer  
350 Clover Island Dr., Ste. 200  
Kennewick, WA 99336  
509-586-1186 [nick@portofkennewick.org](mailto:nick@portofkennewick.org)

**D. Payments**

The Licensee shall pay the Licensors for repairs performed after receipt of detailed invoices and send payments to the representative and address provided below:

Three Rivers Convention Center  
Attn: Joe Potts  
7016 W Grandridge Blvd  
Kennewick, WA 99336  
(509) 737-3725  
[jpotts@3riverscampus.com](mailto:jpotts@3riverscampus.com)

Invoices not in dispute by the Licensee shall be paid net thirty (30) days.

**6. PERMITTED USERS/RIGHT TO USE**

The ingress, egress, and parking License granted herein may be used by the Licensors and Licensee's guests, patrons, invitees, employees, and agents simultaneously. Each Party shall have equal rights for such access and parking on Parking Lot E and shall take no action to prevent another Party's enjoyment of such rights. The parking spaces shall not be allocated to site specific uses by either party and shall remain subject to joint use by each party.

**7. COVENANTS RUN WITH THE LAND**

All the terms and conditions of this License Agreement, including the benefits and burdens, shall attach to and run with the land and shall be binding upon, inure to the benefit of, and be enforceable by the Licensors and Licensee and their successors and assigns.

**8. LIMITED AND NON-USE**

Limited and non-use of the License shall not prevent the Licensee or its successors and assigns' future use of Parking Lot E to the fullest extent authorized by this License Agreement.

**9. AMENDMENT**

- A. The Parties may mutually amend this License Agreement, or any section or subsection thereof, in a properly acknowledged, executed, and signed writing from the Parties recorded with the Benton County Auditor.
- B. If a parking garage is constructed on or adjacent to Parking Lot E, the City may unilaterally amend this License Agreement, or any section or subsection thereof, in a properly acknowledged, executed, and signed writing from the City recorded with the Benton County Auditor.

**10. ASSIGNMENT**

All of the terms, conditions, and provisions hereof shall inure to the benefit of, and be binding upon, the Parties, their respective successors, and their respective assigns. However, a Party shall not assign any right or obligation under this License Agreement to a third party without a properly acknowledged, executed, signed, and recorded writing from the other Parties.

**11. TERMINATION**

- A. A Party may unilaterally terminate this License Agreement upon thirty (30) days' written notice in a properly acknowledged, executed, and signed writing from the Parties recorded with the Benton County Auditor.
- B. The Parties may mutually terminate this License Agreement in a properly acknowledged, executed, signed, and recorded writing from the Parties recorded with the Benton County Auditor.
- C. If a parking garage is constructed on or adjacent to Parking Lot E, the City may unilaterally terminate this License Agreement upon thirty (30) days' written notice in a properly acknowledged, executed, and signed writing from the City recorded with the Benton County Auditor.
- E. If this License Agreement is terminated, the Licensee shall pay the Licensors fifty percent (50%) of Parking Lot E's total repair costs incurred before the termination date pursuant to Section 5, Subsection B of this License Agreement.

**12. INDEMNIFICATION**

The Licensee shall defend, indemnify, and hold the Licensors, their officers, officials, employees, volunteers, and agents harmless from any and all claims, injuries, damages, losses, or suits, including attorneys' fees, arising out of or resulting from the Licensee's guests, patrons, invitees, employees, or agents' use of Parking Lot E, excluding injuries and damages caused by the sole negligence of the Licensors.

### **13. DISPUTE RESOLUTION**

#### **A. Good Faith**

The Parties agree to negotiate in good faith for a period of thirty (30) days from the date of notice of all disputes between them prior to exercising their rights under this License Agreement or under law.

#### **B. Arbitration**

All unresolved disputes between the Parties may only be arbitrated by mutual agreement of the Parties. If a mutual agreement is not reached, the claim shall be resolved by legal action.

#### **C. Venue, Law, and Jurisdiction**

If one or more Party(ies) initiate(s) legal action to enforce any right or obligation under this License Agreement, the Parties agree that such action shall be initiated in Benton County Superior Court, located in Kennewick, Benton County, Washington. The Parties also agree that all questions shall be resolved by application of Washington law and the Parties to such action shall have the right to appeal Benton County Superior Court's decision in accordance with Washington law. The Parties hereby consent to the personal jurisdiction of Benton County Superior Court.

#### **D. Attorneys' Fees**

If one or more Party(ies) initiate(s) legal action to enforce any right or obligation under this License Agreement, the Parties agree that the prevailing Party(ies) shall be awarded its (their) reasonable attorneys' fees, including appeal costs and fees.

### **14. SEVERABILITY**

If any court of competent jurisdiction renders any of the terms, rights, obligations, or conditions contained in this License Agreement unenforceable or sections, subsections, provisions, paragraphs, sentences, or phrases invalid, it shall not affect the enforceability of the remaining terms, rights, obligations, or conditions or validity of the remaining sections, subsections, provisions, paragraphs, sentences, or phrases contained therein.

### **15. SURVIVABILITY**

If the Parties amend or terminate this License Agreement, it shall not affect the survivability of any of the terms, rights, obligations, or conditions contained in this License Agreement or exercise of any of the rights associated therewith.

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Any Party's failure to request strict performance of this License Agreement, or any section or subsection thereof, or failure to exercise any right associated therewith, shall not constitute a waiver of any right.

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The Parties recognize that the City is governed by the Public Records Act, Chapter 42.56 Revised Code of Washington (RCW), which requires the City to offer the public maximum assistance, including timely access to records unless those records are exempt or potentially exempt. This License Agreement is a public record and will be released upon request.

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**19. NO PUBLIC DUTY, THIRD PARTY BENEFICIARIES, PARTNERSHIPS**

No undertaking by one Party to, the other Party under any provision of this Interlocal Agreement shall create any special duty to the public or otherwise enhance or modify the obligation of the Party with regard to the public or any person.

Nothing in this Interlocal Agreement shall be construed to create any rights in or duties to any third party, nor any liability to or standard of care with reference to any third party. This Interlocal Agreement shall not confer any right, or remedy upon any person other than the Parties. This Interlocal Agreement shall not release or discharge any obligation or liability of any third party to any Party.

**20. RECORDS RETENTION AND AUDIT**

The Parties agree to maintain records of all costs incurred under this ILA in accordance with a work order accounting system as prescribed and approved by the State Auditor's Office. These records will be kept available for inspection and audit by the Party requesting the service for six years after payment of the requested service.

[Signature Pages Follow]

This License Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which shall constitute one (1) and the same instrument. This License Agreement may be delivered by electronic mail or other means and those signatures shall be treated as original signatures for all applicable purposes. The persons signing this License Agreement represent that they are authorized to sign on behalf of their respective Parties and bind them.

IN WITNESS WHEREOF, the Parties hereto enter this License Agreement on the date of the last signature execution hereon.

**CITY OF KENNEWICK**

_____ Jason R. McShane Mayor	_____ Date
------------------------------------	---------------

Attest:

_____ Krystal Johnston City Clerk	_____ Date
---	---------------

Approved as to form:

_____ Laurencio Sanguino City Attorney	_____ Date
--	---------------

**KENNEWICK PUBLIC FACILITIES DISTRICT**

_____ Calvin Dudney President	_____ Date
-------------------------------------	---------------

Attest:

_____ Megan Caldwell Ex-Officio Clerk	_____ Date
---	---------------

Approved as to form:

_____ Heidi Ellerd Attorney	_____ Date
-----------------------------------	---------------

**PORT OF KENNEWICK**

\_\_\_\_\_  
Tim Arntzen  
Port CEO

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
Bridgette Scott  
Executive Assistant

\_\_\_\_\_  
Date

Approved as to form:

\_\_\_\_\_  
Carolyn Lake  
Port Attorney

\_\_\_\_\_  
Date