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AGENDA

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

April 8, 2025
2:00 p.m.

- I. CALL TO ORDER**
- II. ANNOUNCEMENTS AND ROLL CALL**
- III. PLEDGE OF ALLEGIANCE**
- IV. PUBLIC COMMENT** *(Please state your name and address for the public record)*
- V. CONSENT AGENDA**
 - A. Approval of Direct Deposit and ePayments April 4, 2025
 - B. Approval of Warrant Register Dated April 8, 2025
 - C. Approval of Regular Commission Meeting Minutes March 25, 2025
- VI. PRESENTATION**
 - A. Surviving the Campaign Season (**CAROLYN**)
- VII. REPORTS, COMMENTS AND DISCUSSION ITEMS**
 - A. Speaking Engagements (**TIM**)
 - B. Kennewick Waterfront
 - 1. Marina Electrolysis Assessment Update (**MICHAEL**)
 - 2. Clover Island Inn Update (**DAVID**)
 - 3. Clover Island Stage Update (**MICHAEL**)
 - 4. Water Taxi Update (**TIM**)
 - 5. WEDA Award / Shoreline Comparison / Wildlands Contract (**TANA/MICHAEL**)
 - C. CEO Report (if needed)
 - D. Commission Meetings (formal and informal meetings with groups or individuals)
 - E. Non-Scheduled Items
(**LISA/BRIDGETTE/TANA/NICK/LARRY/MICHAEL/DAVID/CAROLYN/TIM/KEN/TOM/SKIP**)
- VIII. PUBLIC COMMENT** *(Please state your name and address for the public record)*
- IX. ADJOURNMENT**

PLEASE SILENCE ALL NOISE MAKING DEVICES



PORT OF KENNEWICK REGULAR COMMISSION MEETING

DRAFT

MARCH 25, 2025 MINUTES

Due to technical difficulties, the March 25, 2025 Commission Meeting recording is unavailable.

Commission 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: Skip Novakovich, President
Kenneth Hohenberg, Vice President
Thomas Moak, Secretary

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

PLEDGE OF ALLEGIANCE

Commissioner Novakovich led the Pledge of Allegiance.

Commissioner Novakovich stated staff has requested to move Item 6 C Daybreak Commons Place Architecture, to Item 6 B with the Office Review Study following as Item 6 C. The consensus of the Commission is to amend the Agenda as requested.

PUBLIC COMMENT

No comments were made.

CONSENT AGENDA

- A. Approval of Direct Deposit and E-Payments Dated March 18, 2025**
Direct Deposit and E-Payments totaling \$122,463.83
- B. Approval of Warrant Register Dated March 13, 2025 ***
Expense Fund Voucher Number 106761 for a grand total of \$70,437.60
- C. Approval of Warrant Register Dated March 25, 2025**
Expense Fund Voucher Number 106762 through 106795 for a grand total of \$181,310.33
- D. Approval of Regular Commission Meeting Minutes March 11, 2025**
- E. Approval of CEO Employment Contract; Resolution 2025-10**

PORT OF KENNEWICK REGULAR COMMISSION MEETING

MARCH 25, 2025 MINUTES

DRAFT

F. Approval and Acceptance of (VFDF) 415 N. Roosevelt A&B Façade Improvements Project; Resolution 2025-07

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

ACTION ITEM

A. BlueChart LLC Contract Documents

Ms. Hanchette outlined the history of the Port's relationship with Ben Paulus and Levi Holmes of BlueChart Homes and went through the details of the builder reservation and take down agreement (*Exhibit A*).

Taadd Hume, Port Counsel, briefly summarized the standard purchase and sale agreement that will be used for each sale.

Mr. Holmes expressed his excitement for the collaboration with the Port.

The Commission stated that this is one of the most significant partnerships the Port of Kennewick has ever entered into. The Commission thanked staff for their diligent efforts to make this project move forward and Mr. Hume for ensuring the documents were in order. Additionally, the Commission thanked BlueChart for sharing their vision and investing in Vista Field.

MOTION: *Commissioner Hohenberg moved to approve Resolution 2025-08 approving a Builder Reservation and Take Down Agreement, a Right of First Refusal and a form Purchase and Sale Agreement with BlueChart LLC for the development of single family homes in Vista Field; and that all action by port officers and employees in furtherance hereof is ratified and approved; and further, the Port Chief Executive Officer is authorized to take all action necessary in furtherance hereof; Commissioner Moak seconded.*

PUBLIC COMMENTS

No comments were made.

Discussion:

Commissioner Hohenberg appreciates all the work involved in this and making sure the Commission had ample opportunity to review the documents and ask questions. Commissioner Hohenberg is very excited about moving forward and does not want the Commission to be the something that slows this down. Commissioner Hohenberg thanked Mr. Paulus and Mr. Holmes for their investment.

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

PORT OF KENNEWICK REGULAR COMMISSION MEETING

MARCH 25, 2025 MINUTES

DRAFT

B. Daybreak Commons Plans, PLACE Architecture

Mr. Peterson presented Resolution 2025-09, authorizing a contract with Place Landscape Architecture LLC for the design of Phase 1 of Daybreak Commons (*Exhibit B*).

MOTION: Commissioner Hohenberg moved to approve Resolution 2025-09 authorizing the Port's Chief Executive Officer to execute the contract with Place Landscape Architecture, LLC for landscape architecture services for the Daybreak Commons public open space in the Port's Vista Field Phase #1 project, for a sum not to exceed \$200,000; Commissioner Moak seconded.

PUBLIC COMMENTS

No comments were made.

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

C. Office Review Study

Mr. Arntzen gave a brief introduction on the office review study and introduced David Robison of Strategic Construction Management.

Mr. Kooiker outlined the history of the Port office and stated as staff grows, the Port needs to consider space options.

Mr. Robison reviewed the Port's existing conditions and space opportunities that would support the Port's overall development (*Exhibit C*).

Commission, Mr. Robison, and staff discussed the report and the potential scenarios for growth.

MOTION: Commissioner Hohenberg moved to approve Resolution 2025-11 ratifying and approving the Office Space Analysis report and hereby approve and accept the Report for the 2025-2026 CEO Goal #4; Commissioner Moak seconded.

PUBLIC COMMENTS

No comments were made.

Discussion:

Commissioner Moak appreciates the work of Mr. Robinson and his team, and appreciates the staff comments included in the report. Commissioner Moak stated some staff opinions are consistent, and he appreciates the report, which will assist the Commission in making an informed decision.

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

Mr. Arntzen and staff will address some of the issues raised in the report and bring back some of our thoughts and implementation actions.

PORT OF KENNEWICK REGULAR COMMISSION MEETING

MARCH 25, 2025 MINUTES

DRAFT

REPORTS, COMMENTS AND DISCUSSION ITEMS

A. CEO Report

Mr. Arntzen reported on the following:

- The maintenance team had a light pole refabricated and saved several thousand dollars.
- Staff is working with the hotel on the location of another speed hump.
- The stage will return to the Island and more training will take place in April.
- Mr. Arntzen gave a presentation to the Council of Governments.
- Mr. Arntzen attended the Convention Center Expansion groundbreaking.

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

Commissioners reported on their respective committee meetings.

C. Non-Scheduled Items

Ms. Scott thanked the Commissioners for submitting their F1 and no conflict statement.

Ms. Bader Inglima shared that the port is going to receive an award from the Washington Economic Development Association for work to bring new vitality to Kennewick's waterfront.

Ms. Hanchette reported that Columbia Point Eyecare closed on lot 31 and intend to break ground in early April.

PUBLIC COMMENTS

No comments were made.

COMMISSION COMMENTS

No comments were made.

PORT OF KENNEWICK REGULAR COMMISSION MEETING

MARCH 25, 2025 MINUTES

DRAFT

ADJOURNMENT

With no further business to bring before the Board; the meeting was adjourned at 4:07 p.m.

APPROVED:

**PORT of KENNEWICK
BOARD of COMMISSIONERS**

Skip Novakovich, President

Kenneth Hohenberg, Vice President

Thomas Moak, Secretary

** Clerks Note:*

Consent Agenda Item B was inadvertently left off the Agenda; however, it was approved

Approval of Warrant Register Dated March 13, 2025 *

Expense Fund Voucher Number 106761 for a grand total of \$70,437.60

PORT OF KENNEWICK

Resolution No. 2025-07

***A RESOLUTION OF THE BOARD OF COMMISSIONERS
OF THE PORT OF KENNEWICK ACCEPTING THE 415 N. ROOSEVELT,
VISTA FIELD DEVELOPMENT FACILITY FAÇADE IMPROVEMENT PROJECT***

WHEREAS, G2 Construction provided notification that the exterior renovation of Vista Field Development Buildings A & B located at 415 N. Roosevelt, Kennewick are complete in accordance with the plans and specifications; and

WHEREAS, Meier Architects and the Port of Kennewick staff have inspected the work and certified that it has been constructed in accordance with the plans and specifications; and

WHEREAS, that the Board of Commissioners of the Port of Kennewick hereby accepts the work of G2 Construction as being completed in accordance with the contract documents.

NOW THEREFORE BE IT RESOLVED, that upon completion of all required documentation for the project, the Chief Executive Officer is authorized to proceed with the necessary requirements to finalize the project account.

NOW THEREFORE BE IT FURTHER RESOLVED that the Commissioners hereby approves and accepts as complete Goal #7 of the CEO's 2023/24 goals and objectives.

ADOPTED by the Board of Commissioners of Port of Kennewick on the 25th day of March, 2025.

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

By: DocuSigned by:
Skip Novakovich
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SKIP NOVAKOVICH, President

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

By: DocuSigned by:
Thomas Moak
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THOMAS MOAK, Secretary

PORT OF KENNEWICK

RESOLUTION No. 2025-08

***A RESOLUTION OF THE BOARD OF COMMISSIONERS
OF THE PORT OF KENNEWICK TO APPROVE THE BUILDER
RESERVATION & TAKEDOWN AGREEMENT, RIGHT OF FIRST
REFUSAL AND FORM PURCHASE AND SALE AGREEMENT WITH
BLUECHART, LLC***

WHEREAS, the Port of Kennewick (the “Port”) adopted the Vista Field Redevelopment Master Plan by Resolution 2017-17 on October 24, 2017; and

WHEREAS, the Port staff previously determined that the parcels within the adopted 2017 Vista Field Redevelopment Master Plan are no longer needed, are surplus to the Port’s purposes, and that the Port’s mission of economic development is best suited by negotiated sales of the parcels; and

WHEREAS, on March 11, 2025, after public notice, as required by law, the Board of Commissioners conducted a public hearing, held in the Commission Chambers of the Port Offices located at 350 Clover Island Drive, Kennewick, WA to declare the land subject to the adopted 2017 Vista Field Redevelopment Master Plan as surplus to the Port’s needs; and

WHEREAS, the Port Commission has authorized Port staff to market parcels for sale within the Vista Field redevelopment project; and

WHEREAS, Port staff received a proposal from Levi Holmes and Ben Paulus (“collectively, “BlueChart”) to construct single family attached and detached homes over multiple phases throughout the Port’s Vista Field redevelopment project; and

WHEREAS, BlueChart offers to purchase parcels on an agreed upon schedule and price as determined in the Builder Reservation and Takedown Agreement, which is attached hereto as **Exhibit A**; and

WHEREAS, the Port agrees to construct infrastructure and amenities to support each phase of development; and

WHEREAS, the Port staff and the Port attorney have reviewed the proposed Builder Reservation and Take Down Agreement, Right of First Refusal and form Purchase and Sale Agreement and find it is in proper structure and is in the Port’s best interest; and

WHEREAS, the form Purchase and Sale Agreement shall be executed by the Chief Executive Officer prior to closing the first lot in each phase and shall contain phase specific details.


NOW, THEREFORE, BE IT HEREBY RESOLVED that the Board of Commissioners of the Port of Kennewick hereby authorize the Port's Chief Executive Officer to execute a Builder Reservation and Takedown Agreement, Right of First Refusal and each applicable phase Purchase and Sale Agreement with BlueChart; and hereby further authorizes the Port's Chief Executive Officer to execute all documents and agreements on behalf of the Port to complete the transaction as specified above.

BE IT FURTHER RESOLVED that the Port Commission declares that said property is surplus to the Port's needs and the proposed sale as referenced above is consistent with all previous Port policies, including its Comprehensive Scheme of Development.


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 Port of Kennewick on the 25th day of March, 2025.


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

By: 
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SKIP NOVAKOVICH, President

By: 
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KENNETH HOHENBERG, Vice President

By: 
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THOMAS MOAK, Secretary

EXHIBIT A

(Builder Reservation and Takedown Agreement)

[Exhibit A is intentionally omitted from the March 25, 2025 board meeting packet to avoid duplication, but can be found elsewhere therein. Please attach the Builder Reservation and Takedown Agreement and all applicable exhibits hereto upon filing and posting.]

PORT OF KENNEWICK

RESOLUTION No. 2025-09

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE PORT OF KENNEWICK AUTHORIZING THE PORT CHIEF EXECUTIVE OFFICER TO EXECUTE A CONTRACT WITH PLACE LANDSCAPE ARCHITECTURE, LLC TO PERFORM LANDSCAPE ARCHITECTURE WORK FOR THE DESIGN OF DAYBREAK COMMONS PUBLIC OPEN SPACE IMPROVEMENTS

WHEREAS, the 2023-2024 Port Work Plan and Budget identified and funded the design work for public open space improvements of the Vista Field Daybreak Commons area and such funds were transferred to the Port's approved 2025-2026 capital budget; and

WHEREAS, the Port desires to contract with a landscape architecture firm for design services for the Port's Vista Field Daybreak Commons, and staff has reviewed qualifications of three civil engineering firms; and

WHEREAS, Place Landscape Architecture, LLC has assembled a team of professionals necessary to produce biddable construction documents with a focus on constructability and quality; and

WHEREAS, Place Landscape Architecture, LLC has presented a proposal to perform the desired service for the sum of \$200,000, which represents approximately thirteen percent (13%) of the estimated construction cost of the project.


NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Port of Kennewick does hereby approve the proposal by Place Landscape Architecture, LLC to provide the design work for public open space improvements of the Vista Field Daybreak Commons, in an amount not to exceed \$200,000.


BE IT FURTHER RESOLVED that all action by port officers and employees in furtherance hereof is ratified and approved; and further that the Port Chief Executive Officer is authorized to take all action and to pay all expenses necessary in furtherance hereof.

ADOPTED by the Board of Commissioners of Port of Kennewick on the 25th day of March 2025.

PORT of KENNEWICK BOARD of COMMISSIONERS

By: 
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SKIP NOVAKOVICH, President

By: 
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KENNETH HOHENBERG, Vice President

By: 
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THOMAS MOAK, Secretary

PORT OF KENNEWICK

Resolution No. 2025-10

***A RESOLUTION OF THE PORT OF KENNEWICK
BOARD OF COMMISSIONERS
APPROVING THE CEO'S RESTATED EMPLOYMENT AGREEMENT***

WHEREAS, the Chief Executive Officer's Employment Agreement has been amended several times with multiple amendments to the original Agreement; and

WHEREAS all Parties to the Agreement benefit from a Restated CEO Employment Agreement which cleans up redundancies, incorporates all amendments into one "restated" Agreement, updates minor provisions of the Longevity provisions, and addresses the cyber-stalking matter.

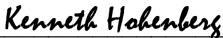
NOW, THEREFORE, BE IT HEREBY RESOLVED the Board of Commissioners of the Port of Kennewick hereby approves the CEO's Restated Employment Agreement and repeals all prior versions of the CEO Employment Agreement and prior Resolutions which conflict with this Restated CEO Employment Agreement.


ADOPTED by the Board of Commissioners of the Port of Kennewick this 25th day of March, 2025.

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

By: DocuSigned by:

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SKIP NOVAKOVICH, President

By: DocuSigned by:

89F77EAC8921416...
KENNETH HOHENBREG, Vice- President

By: DocuSigned by:

A35176A2D2CD413...
THOMAS MOAK, Secretary

RESTATED EMPLOYMENT AGREEMENT

This Employment Agreement (the "Agreement") is entered into on this date by and between the PORT OF KENNEWICK, a Washington municipal corporation, by its Board of Commissioners (the "Employer", the "Port" or "Board"), and TIM ARNTZEN (the "Employee" or "Chief Executive Officer," or "CEO"), collectively referred to as the "Parties" and replaces and supersedes the Parties' prior Employment Agreement and its various amendments.

1. **Employment.** Employer hereby continues the employment of Employee and Employee hereby accepts continuing employment as the CEO of the Port of Kennewick upon the terms and conditions set forth herein.
2. **Effective Date.** This Agreement shall be effective March 25, 2025.
3. **Duties.** The Employee is employed as CEO of the Port of Kennewick under the direction of the Board of Commissioners. As CEO of the Port, Employee shall be responsible for and perform all acts and duties incident thereto, including, but not limited to the following:
 - 3.1 The Employee shall serve as the chief administrative officer and the chief executive officer of the Port of Kennewick; and
 - 3.2 The Employee shall perform for the Board all duties and responsibilities of an executive director of a public port generally imposed by or implied from the laws of the State of Washington, including, but not limited to, Chapter 53 of the Revised Code of Washington, the written policies, rules and regulations of the Board, the applicable portions of the Washington Administrative Code, and other customs and practices which may be applicable to public ports; and
 - 3.3 Employee shall perform all duties and responsibilities of the CEO of the Port as set forth in the job description for the position as now or hereafter adopted by the Commission; and
 - 3.4 The Employee shall perform such other duties and responsibilities as may from time to time be assigned or delegated to the Employee by the Board; and
 - 3.5 Subject to Board policy and applicable law, the Employee is hereby authorized to organize, reorganize, hire, discipline, terminate and arrange the staff and employees of the Port in the manner that in his judgment best serves the interests of the Port; and
 - 3.6 Employee's employment is full-time exempt service, and Employee shall devote full attention and best efforts to performing the duties of the CEO.

- 3.6.1 Except as set forth herein, the Parties acknowledge that providing the services of the CEO, as needed by the Employer, is of primary importance and that the actual amount of time spent by Employee to provide such ^{DS}services is not ^{DS}limited to the

Restated Employment Agreement 2025
Chief Executive Officer

Initials Sn / VH
Port Commission/ Tim Arntzen

hours or days upon which the business office of the Port is open for business and may include participation in or presence at Port and community activities and matters relating to the best interests of the Port beyond the normal business day, including emergency situations. In like manner, less than a normal eight (8) hour day may, at times, be sufficient. The CEO shall organize his time and perform his duties in light of this subparagraph.

3.6.2 The Employee may undertake other personal consulting or private business activities so long as they do not detract from or conflict with his responsibilities as the public spokesperson for and CEO of the Port. Prior to engaging in any such activities, the Employee shall receive the consent of the Employer, which shall be liberally granted.

4. **Compensation and Benefits.** The Employee will receive the following salary and benefits:

4.1 As of current date, the base annual salary of the Employee is \$236,340 plus \$8,484 towards deferred compensation plan of Employee's choice, which amount shall be subject to annual adjustment as follows:



4.1.1 Provided Employee's performance is deemed "satisfactory" by the Employer as provided in Section 6 of this Agreement, then, effective each January 1 following the date of the performance review, Employee shall be entitled to a cost of living increase in an amount equal to 2% of his then current salary and a step increase in an amount equal to 2% of his then current salary directed at the Employee's discretion to be paid out as salary or allocated to the Employee's Deferred Compensation account. If Employee directs part of his salary to be allocated to the Employee's Deferred Compensation account, it is subject to the IRS cap limits. If the IRS cap amount is reached, the Employee may use part of his salary to supplement the Employee's matching portion requirement by the Port's Policies and Procedures Handbook approved by the Commission or apply it toward another allowable deferred compensation plan.

4.1.2 Provided Employee's performance is deemed "above satisfactory" by the Employer, the Employee shall receive 14 PTO days in addition to 4.1.1 above. This PTO can be accrued in addition to Port approved policy, cashed out, taken or a combination of the three at Employee's discretion.

4.1.3 Provided Employee's performance is deemed "exceptional" by the Employer, Employee will receive an additional 7 PTO days in addition to 4.1.1 and 4.1.2. This PTO can be accrued in addition to Port approved policy, taken or a combination of the two at Employee's discretion.

4.1.4 The annual salary shall be paid in equal semi-monthly installments, or in accordance with current Port payroll procedures.

Restated Employment Agreement 2025
Chief Executive Officer

Initials  / 
Port Commission/ Tim Arntzen

- 4.1.5 The salary adjustment provisions of Section 4.1.1 above shall be subject to available budget, recognizing that staff salaries shall be a priority budget item.
- 4.1.6 The Employer shall establish annual CEO goals, in accordance with Resolution 2022-19 (CEO Evaluation Committee Process) and the Resolution's Evaluation Form, attached hereto as **Exhibit A**. The Employee may be considered for merit pay and other recognition at the Employer's discretion.
- 4.2 The same medical, dental, life insurances, PTO and all other benefits provided to employees of the Port with premiums paid at the same rate as such employees.
- 4.3 Paid holidays in accordance with Port procedures.
- 4.4 Longevity compensation as set forth in the "Longevity Compensation Agreement," **Exhibit "B"** to this Agreement.
- 4.5 Employee shall receive an automobile insurance allowance of \$80 per month.
- 4.6 Parties agree the Employee shall not receive a reduction to benefits provided pursuant to this Restated Employment Agreement due to the adoption of any subsequent amendment or modification of this Agreement. It is recognized that there may be a reduction in benefits provided pursuant to this Restated Employment Agreement should such reduction be mandated by law.
5. **Washington State Department of Retirement or Approved Policy Retirement:** If the Employee's performance is deemed "satisfactory" by the Employer as provided in Section 6 of this Agreement, then, effective each January 1 following the date of the performance review; Employer shall make an additional annual 1% contribution into Employee's Deferred Compensation account. "Additional" shall mean an amount in addition to the normal Employer contribution provided by the Port's Policies and Procedures Handbook approved by the Commission.
6. **Evaluation.** The Employer shall provide Employee with written performance review in accordance with Resolution 2022-19 (CEO Evaluation Committee Process) no later than November 15th of each year.
7. **Employer Responsibility.** To the maximum extent permitted by law, Employer shall defend, indemnify, and hold Employee harmless from and against any and all claims, demands, suits, action or proceedings of any kind of nature arising out of the performance by Employee of the Employee's duties and responsibilities as CEO of the Employer.

In addition, whenever an action or proceeding for damages is brought against the Employee, the Employer shall defend, indemnify, and hold the Employee harmless to the maximum extent permitted by the law for any liability incurred by the Employee in his capacity as an officer or employee of the Port acting in good faith. If the Employee personally incurs direct or indirect costs in order to respond to any such action, suit, proceeding, or claim, ~~the Employer shall promptly~~

Restated Employment Agreement 2025
Chief Executive Officer

Initials Sn / VH
Port Commission/ Tim Arntzen

reimburse the Employee upon written demand setting out such costs, provided indemnification of attorney's fees shall not exceed the hourly rate of the Port's General Legal Counsel as reflected in that General Legal Counsel's contract with the Port. Further, any amounts paid by the Employee in settlement or as a result of a judgement shall be reimbursed by the Employer unless the Employer shall establish that the Employee did not act in good faith and in the best interests of the Port in carrying out his duties.

To the extent of any conflict between this agreement and any other policy or procedure of the Port, this Agreement shall prevail. The obligations of the Employer to indemnify and hold the Employee harmless shall survive the termination of this Agreement or expiration of the employment relationship. Therefore, the obligation to indemnify the Employee applies whether Employee is currently or was previously employed by the Port of Kennewick at the time facts giving rise to such a matter arose.

Employer has participated in an Employee-initiated action to protect the Employee, his spouse, Employer's commissioners and employees from unwanted contact, harassment and cyber-stalking initiated by a third party ("Cyber-stalking"). The Parties acknowledge that the scope of the Cyber-stalking matter falls within the Port's interests and is a proper matter for Port expenses incurred to defend Employer, Employee and employees and the Commissioners', Employee's, and employees' spouses. The Parties agree to continue jointly prosecuting the cyber-stalking matter for so long as the Employee and /or the Employer is or will be subject to further cyber-stalking.

8. **Termination.** The purpose of this Section is to provide a prompt and equitable procedure for all disciplinary action, which may include reprimand, suspension and termination actions. Notwithstanding any other provision of this Agreement, disciplinary action of whatever nature shall not be arbitrary, unreasonable or retaliatory.

8.1 The burden of proof shall be on the Employer to demonstrate a clear basis for any disciplinary action.



8.2 Notwithstanding any other provision of this Agreement, no Employee activity or action outside the defined scope of employment shall provide a basis for disciplinary action.

8.3 Disciplinary action shall be fully documented in writing and shall follow the policy of progressive discipline, pursuant to the Port's Policy and Procedures Manual.

During the period of this Employment Agreement, the Port shall have the right to terminate the Employee only as follows:

- 8.4 **Termination For Cause.** Termination of the CEO's employment for cause shall become effective fourteen (14) days after a written notice of intent to terminate is received by the CEO, which notice shall specify the reason or reasons for termination. Employer may, at the time of giving such notice, suspend or direct the CEO to immediately cease performing all or any part of the CEO's duties. Such suspension shall be with pay pending

Restated Employment Agreement 2025
Chief Executive Officer

Initials  / 
Port Commission/ Tim Arntzen

final resolution of any termination for cause. Cause shall be defined as and strictly limited to:

- 8.4.1 The continued or repeated intentional failure of the CEO to substantially perform his duties and obligations to the Port, which failure continues after written notice to the CEO; or
- 8.4.2 Theft, fraud, dishonesty provided that such activity is toward or involving the Port (other than the failure resulting from illness, sickness or physical or mental incapacity)
- 8.4.3 Conviction of any felony.
- 8.4.4 A finding or decision of any court or government agency of a willful and intentional violation of any court order or order or directive of a governmental agency relating to the CEO's duties or responsibilities as the Port's CEO, or when such violation is contrary to any directive by the Port Commission or no reasonable basis can be inferred from which the CEO believed he was directed or authorized by the Board of Commissioners to perform such acts constituting the violation.



8.5 Termination For Performance-Based Cause. The Employer shall have the right to terminate Employee's employment if the Employee's performance, as measured in annual performance evaluations, consistently fails to meet the fundamental evaluation criteria as established in the written performance evaluation form attached hereto as **Exhibit "A."** For the purpose of this Agreement the term "consistently" shall mean three (3) out of five (5) years performance reviews where the Employee's performance is deemed "unsatisfactory".

- 8.5.1 Termination of the CEO's employment for Performance-Based Cause shall be effective fourteen (14) days after receipt by the CEO of written notice of termination stating that such termination is for Performance-Based Cause.
- 8.5.2 Employer may, at the time of giving such notice, suspend or direct the CEO to immediately cease performing all or any part of the CEO's duties.

9. Severance Pay.

- 9.1 If Employer terminates Employee for cause as defined above there shall be no severance pay. Employee shall receive all other earned or accrued benefits through the effective date of termination.
- 9.2 If Employer terminates Employee for performance-based cause as defined above, Employer shall make a severance payment computed as follows:

Restated Employment Agreement 2025
Chief Executive Officer

Initials  / 
Port Commission/ Tim Arntzen

9.2.1 Pay Employee his salary in a lump sum amount equal to twelve (12) month's salary following the date of termination, together with any earned benefits at time of termination; and

9.2.2 Reimburse Employee for the cost of acquiring health benefits for Employee and his family through COBRA for a period of one (1) year from the date of termination unless Employee becomes employed during said one-year period and receives comparable insurances benefits.

9.3 The payment of severance pay is subject to applicable law.

10. **Corrective Action.** Prior to the imposition of disciplinary action, the Employee shall have the opportunity to undertake corrective action, which shall be reasonable under the circumstances, and which may include, but is not limited to, monetary restitution, compliance with a commitment not to repeat any misconduct or to correct the matters set forth in the notice of discipline. The Employer shall designate a reasonable time period for compliance with the terms of the corrective action. Any subsequent failure to perform the required act or otherwise comply with the corrective action shall immediately subject the Employee to the implementation of the underlying discipline without additional opportunity for corrective action.

11. **Attorneys' Fees and Costs.** In the event it is necessary for either Party to utilize the services of an attorney to enforce any of the terms of this Agreement, the Party which shall substantially prevail shall be entitled to compensation for its reasonable attorneys' fees and costs. In the event of litigation regarding any of the terms of this Agreement, the substantially prevailing Party shall be entitled, in addition to other relief, to such reasonable attorneys' fees and costs as determined by the court.

12. **Dispute Resolution.** In the event of any claims or disputes arising out of this agreement, including whether any termination is properly for cause, or whether any performance review was accurate, the parties hereby agree to submit the same to binding arbitration pursuant to RCW Chapter 7.04A, as supplemented herein, at a location to be mutually agreed upon in Benton County, Washington. In the event the parties are unable to promptly agree upon an arbitrator, the same shall be selected by the presiding judge for the Benton County Superior Court at the request of either party, after seven (7) days written notice to all other effected parties. The mandatory arbitration rules (MAR) as implemented in Benton County Superior Court, shall be binding as to procedure. The substantially prevailing party in any such dispute shall be entitled to recover a reasonable attorney fee. The foregoing notwithstanding, the parties agree that mediation should precede arbitration, and, if the arbitrator selected believes that good faith mediation has not occurred, the arbitrator, in the arbitrator's sole discretion can adjourn the arbitrator proceedings until such time as mediation has been contemplated. The cost of mediation may be assessed by the arbitrator. If any claim or dispute arises related to whether any disciplinary action is proper, the Employee may waive dispute resolution and file a claim in a court of competent jurisdiction.

A finding to support discipline must be based only on the evidence presented at the arbitration hearing. If the arbitrator does not find that the disciplinary action was based on proper cause, the discipline imposed shall be annulled and, if appropriate, damages may be awarded to the Employee. If the arbitrator concludes that proper cause for a disciplinary action has been established but that a different penalty than that

Restated Employment Agreement 2025
Chief Executive Officer

Initials Sn / VT
Port Commission/ Tim Arntzen

proposed would be more appropriate, the arbitrator shall determine a different penalty, which may be more or less severe, with supporting reasons. The decision of the arbitrator shall be binding upon the parties, provided that either party may appeal to an appropriate court of law.

13. **Resignation.** If Employee resigns his employment other than for Good Reason (as defined below), the Employer shall have no liability to Employee except to pay Employee's base compensation and any accrued benefits through his last day worked, and Employee shall not be entitled to receive severance or other benefits. If Employee resigns his employment for Good Reason, he shall be entitled to receive all accrued but unpaid salary and benefits through the date of termination plus severance (as defined above). Resignation for "Good Reason" shall mean a resignation based upon a material diminution of base salary; a material diminution in the Employee's authority, duties or responsibilities; an elimination of the Employee's position; a requirement that the Employee report to an officer or employee instead of directly to the board of commissioners; a material diminution in the budget over which the Employee retains authority; a material change in geographic location at which the employee must perform his services; or any other action or inaction which constitutes a material breach of the terms of this Agreement. The Employee must provide notice to the Employer of the occurrence of "Good Reason" for resignation within 90 days of the initial existence of such reason, and the Employer must be given 30 days to remedy the situation.

14. **Succession.** The conditions, covenants and agreements of this Agreement shall be binding upon the heirs, legal representatives, successors and assigns of all Parties hereto.

15. **Conflict.** This Agreement is intended to operate as a supplement to the provisions of the Employer's Personnel Manual. However, if there is an irreconcilable conflict between any of the provisions of this Employment Agreement and:

15.1 Employer's policies as adopted by the Board; or



15.2 The Longevity Compensation Agreement,

the provisions of this Agreement shall prevail.

16. **Severability.** In the event of any of the provisions of the Agreement should violate any law, regulation or regulatory order, consent directive or similar restrictions or agreement, such provision shall be deemed void and of no effect. In such case, the remainder of the provisions of this Agreement shall not be affected. Each term or provision of this Agreement shall be valid and enforceable only to the fullest extent permitted by law. In the event a provision of this Agreement is void and of no effect, as set out herein, neither Party shall have any rights against the other as a result of such determination.

17. **Entire Agreement.** This Agreement contains the entire agreement of the Parties hereto, and except for any agreements stated in writing to survive the execution and delivery of this contract, supersedes all of their previous understandings and agreements written and oral, with respect to the Employer's employment of Employee.

Restated Employment Agreement 2025
Chief Executive Officer

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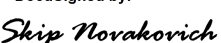
18. **Survival.** Sections 7, 9, 11, 12, and 14 herein above shall survive and continue in full force in accordance with their terms notwithstanding the expiration or termination of the Employee's employment.


DATED this 25th day of March, 2025.


EMPLOYER:

EMPLOYEE:

PORT OF KENNEWICK
A Washington Municipal Corporation

By: 
DocuSigned by:
0E53A30E1C8E442...
Skip Novakovich, President

By: 
DocuSigned by:
897EAA4F32B4455...
Tim Arntzen

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

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

Restated Employment Agreement 2025
Chief Executive Officer



Initials  / 
Port Commission/ Tim Arntzen

EXHIBIT A -

ANNUAL PERFORMANCE REVIEW
Individual Commissioner Evaluation of
CEO's Performance

IMPORTANT DUTIES/EXPECTATIONS	PERFORMANCE APPRAISAL		COMMISSIONER COMMENTS
<ul style="list-style-type: none"> ➤ Attach extra papers as necessary ➤ Factors should be reviewed in terms of quality, quantity and timeliness 	Met	Not met	
<p>I. <u>Vision and Purpose</u></p> <p>A. Assists the Commission in defining its shared vision. Communicates that direction to the organization.</p> <p>B. Collaborates with the Commission to advance the Port's vision and purpose.</p> <p>C. Advocates the vision by strategic resource allocation toward attainment.</p>			
<p>II. <u>Strategic Agility</u></p> <p>Is proactive; anticipates future trends, benefits and consequences; has broad knowledge and perspective; can objectively state possibilities and probabilities.</p>			
<p>III. <u>Operating Plans/Financial Plans</u></p> <p>A. Develops, maintains and implements strategic plans and operational goals that effectively brings the Port's vision to fruition.</p> <p>B. Administers the Port's financial affairs consistent with state law and adopted policies, budget and financial guidelines.</p>			
<p>IV. <u>Integrity</u></p> <p>Sets the tone for the Port by exemplifying consistent values and high ethical awareness, honesty, and fairness.</p>			

EXHIBIT A -

<p>V. <u>Political and Institutional Sensitivity</u></p> <p>A. Maneuvers through complex political and institutional situations effectively; anticipates potentially negative reactions, recommends and plans a course of action; views politics as a necessary part of organizational and public sector life and works to be effective within that reality. Unless otherwise not practical, obtains Commission concurrence prior to publicly stating position.</p> <p>B. Develops solutions to complex issues that challenge the Port's ability to recognize its vision and purpose. Demonstrates sensitivity to resource availability when developing solutions.</p> <p>C. Leads the Port in building effective relationships with tenants, customers and community.</p>			
<p>VI. <u>Knowledge/ Decision Quality</u></p> <p>A. Knows how successful public ports work; knowledgeable in current and possible future practices, trends and information affecting port management, the port industry and our Port; knows the competition; is aware of how strategies and tactics work in the marketplace.</p> <p>B. Makes good decisions based on analysis, wisdom, experience and judgment; most solutions and suggestions turn out to be correct when judged over time.</p>			

EXHIBIT A -

<p>VII. <u>Leadership/Management</u></p> <p>A. Demonstrates an entrepreneurial spirit by identifying ways to generate revenue, investment capital and maximizes the financial potential of existing port assets.</p> <p>B. Rallies support behind the vision and strategic plan; can inspire and motivate staff and community.</p> <p>C. Creates an environment where employees at all levels contribute their knowledge, skills, abilities and ideas in a way that maximizes their potential. Employee potential is not limited by divisional walls or job title. Appropriately delegates to others. Is a good judge of talent; hires the best people available inside or outside the organization.</p> <p>D. Creates a climate in which people want to do and can do their best; can motivate team or project members; empowers others; invites input and shares ownership and visibility. Makes each person feel his/her work is important.</p>			
<p>VIII. <u>Initiative/Courage/Adaptability</u></p> <p>A. Self-starting ability. Promptly takes hold and follows through with minimum direction.</p> <p>B. Willingness to state opinions and reasons without concern about the popularity of the views. Forthrightness in dealing with Commission, customers, suppliers, and others in the organization.</p>			

EXHIBIT A -

<p>C. Ability to adjust to changing conditions or unusual assignments. Flexibility in undertaking a variety of assignments, acceptance of decisions which go counter to own opinion.</p>			
<p>IX. <u>Loyalty</u></p> <p>Understanding and accepting of goals and policies of the organization. Willingness to support organization and management.</p>			
<p>X. <u>Communications</u></p> <p>A. Effectiveness of exchanging significant information throughout all levels of the organization; with clients, vendors, and the public.</p>			

Additional Commissioner Comments:

EXHIBIT "B" TO RESTATED EMPLOYMENT AGREEMENT

LONGEVITY COMPENSATION AGREEMENT

A. Investment of Longevity Compensation. The Employer shall deposit \$8,500 (subject to adjustment beginning January 1, 2012 as set forth below) each calendar year for five consecutive years commencing January 1, 2011; and thereafter on the first business day of each thereafter through January 2015, into an approved interest bearing tax exempt trust account for the benefit of the Employee to be accounted for in an individual manner. Said yearly Longevity Compensation investments, plus the earning on those investments while in an approved trust account, shall constitute the entirety of the "Longevity Compensation" under this Agreement. Each annual contribution, commencing with the contribution of January 1, 2012, shall be increased by 3% annually. The Longevity Compensation shall be deposited into a fund of Employer's choice, as permitted by law, or as a salary payout, when earned, as permitted by law. Investment management decisions for the funds deposited into the trust are directed by the trustee or Employer. Employee can express their opinion on investments but cannot direct the investment. The Employer will receive all statements and deal directly with the investment broker or financial institution.

B. Vesting, Election, and Distribution on Service Date. Provided that the Employee remains employed by the Employer until December 31, 2015 (hereinafter the "Service Date") all of the Longevity Compensation shall thereupon become fully vested to the Employee and shall be paid to the Employee on or before the 90th day immediately following separation from service at the discretion of the Employer in a single lump sum adjusted for required tax payments under Section E herein, if such be due at that time. Both Employee and Employer elect to defer current and all subsequent years' compensation stated in section "A" above until the distribution date which is defined within this agreement.

Distribution of the Longevity Compensation cannot be distributed any earlier than the above stated date; however, IRS allows exceptions for the Longevity Compensation distribution. Distributed of the following events cannot be any earlier than on or before the 90th day immediately following the triggering event for the following allowable IRS exceptions:

1. The date the employee becomes disabled;
2. The employee's death;
3. To the extent allowed by the IRS if a change in the ownership or effective control of the organization; and
4. When an unforeseeable emergency occurs. An unforeseeable emergency is a severe financial hardship to the employee resulting from an illness or accident of the employee or the employee's spouse, beneficiary, or dependent; loss of employee's property due to casualty; or other similar extraordinary and unforeseeable circumstances arising from events beyond the employee's control. Unforeseeable emergencies are subject to IRS guidelines and are

determined based on the relevant facts and circumstances of each case. The amounts distributed for the emergency must not exceed the amounts reasonably necessary to satisfy the emergency plus amounts to pay taxes reasonably anticipated as a result of the distribution. Other IRS requirements may apply.

C. Termination of Employment Prior To Service Date. If, prior to the Service Date, the Employee should voluntarily terminate his employment with the Employer or be terminated by the Employer for cause as defined in the parties Employment Agreement, the entire Longevity Compensation may be forfeited to the Employer, and the Employer shall then have no further obligation under this Agreement. If the Employer terminates the Employee for reasons other than for cause, a ratable portion of the Longevity Compensation shall become immediately vested and shall be distributed to the Employee in a single lump sum as soon as practicable after such termination. The ratable portion due the Employee shall be the full amount invested by the Port at the time of termination of employment from the inception date specified in paragraph A of this Agreement to the month of the Employee's separation of employment plus the inclusion of all account earnings to the date of separation.

However, if Employee terminates employment on January 1st he shall not receive the current year annual amount allocation as described in section A above.

D. Death. In the event that the Employee dies while employed by Employer prior to the Service Date of this Agreement, the entirety of the agreed Longevity Compensation amount, plus earnings to date of death, shall become fully vested and shall be paid in a single lump sum either to the estate or to the designated beneficiary of the Employee on or before the 90th day immediately following the Employee's death at the discretion of the Employer in a single lump sum adjusted for required tax payments under Section E herein, if such be due at that time. It is the employee's responsibility to inform the Port of the designated beneficiary and/or estate. If designated beneficiary and/or estate are not named, the Port will retain funds in trust account until notification under Washington State Laws.

E. Taxes. If applicable, the Employer shall withhold income and payroll taxes from the final Longevity Compensation payment to the extent required by State or Federal law at the time of the disbursement. The Employer's and Employee share of FICA or other employment taxes with respect to the Longevity Compensation due shall be paid by the Employer out of the Employer's separate funds and shall not reduce the amount of Longevity Compensation payable to the Employee under this Agreement.

F. Meaning of Terms. For purposes of this Agreement:

(1) The Employee's employment shall be deemed to have been "terminated" when the Employee ceases to be classified as an active employee under the Employer's normal employment practices, and the Employee does not continue to perform substantial ongoing services for the Employer in the capacity of an independent contractor; or

(2) The Employee shall be deemed to have "voluntarily" terminated employment (as opposed to having been terminated by the Employer) if the Employee resigns,

quits, or otherwise terminates employment without the Employer having taken any action to request an end to the Employment Agreement; or

G. Supplement to Normal Compensation. The Longevity Compensation provided under this Agreement shall be considered as an income supplement to the normal salary, wages, or other benefits of the Employee, and this Agreement shall not limit the amount of salary, wages, or other benefits that could or would be paid to the Employee in the absence of this Agreement. Whether the vesting or payment of the Longevity Compensation under this Agreement causes the Employee to accrue or receive additional benefits or contributions under any pension, or other plan, shall be determined solely in accordance with the terms of such other plan.

H. No Employment Contract. Nothing contained in this Agreement shall be deemed to constitute an employment contract between Employee and Employer, or to give the Employee any special right to be retained in the employment of Employer, or to enlarge or diminish the Employer's right to terminate Employee's employment

I. General Assets of the Employer. Prior to the payment of Longevity Compensation to the Employee, the amounts invested by the Employer in the approved trust account, or otherwise set aside, or segregated to satisfy the Employer's obligations under this Agreement, shall remain the sole property of the Employer, and the Employee shall have no claim against the Employer for the funds except as a general creditor under this Agreement. Notwithstanding the foregoing, the Employer's obligation to pay the Longevity Compensation within the scope of this Agreement shall be limited to the total amount of the five (5) yearly principal contributions, plus any earnings on those investments, and the Employer shall not be liable for any losses or shrinkage in the value of the Longevity Compensation reserve account resulting from investment losses over the term of the Agreement, should such occur.

J. No transferability. The Employee shall have no right to commute, sell, transfer, pledge, or otherwise convey or encumber the right to receive deferred compensation, other than allowed under Section "D" herein, or to a designated beneficiary upon the death of Employee. The Longevity Compensation shall not be subject to attachment, garnishment or execution, or be transferable in any event until fully earned, or as otherwise required by law.

K. Applicable Law. This agreement shall be governed by and construed in accordance with the laws of the state of Washington.

L. Binding Effect. This Agreement shall be binding on and shall inure to the benefit of any successor of the Employer and to the personal representatives of the Employee.

M. Entire Agreement. This Agreement shall constitute the entire Agreement between the parties involved and any understanding or representation relating to the Longevity Compensation package shall not be binding upon either party except to the extent incorporated in this Agreement.

N. **Renewal.** So long as Employee is employed by the Employer, the Longevity Agreement shall renew year after year, with annual increases of 3% as referenced in Section A of this Longevity Agreement, herein above.

###

PORT OF KENNEWICK

RESOLUTION No. 2025-11

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE PORT OF KENNEWICK APPROVING THE PORT'S OFFICE SPACE REPORT

WHEREAS, the commission has established a goal for the CEO to develop a plan to accommodate staffing/office needs long term; and

WHEREAS, the commission recognizes the importance of such a report in order to accommodate future growth and projects at the Port; and

WHEREAS, the port CEO, in furtherance of a commission goal, has submitted a report (the Report) to accommodate staffing and office needs at the Port; and

WHEREAS, the commission approves of and accepts the Report as presented; and

NOW, THEREFORE, BE IT RESOLVED that the Port of Kennewick Board of Commissioners hereby ratifies and approves the Office Space Analysis Report.

BE IT FURTHER RESOLVED that the Commissioners hereby approve and accept the Report for 2025-2026 CEO Goal #4.

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 Port of Kennewick on the 25th day of March 2025.

PORT of KENNEWICK BOARD of COMMISSIONERS

By:

DocuSigned by:

Skip Novakovich

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SKIP NOVAKOVICH, President

By:

DocuSigned by:

Kenneth Hohenberg

89F77EAC8921416...

KENNETH HOHENBERG, Vice President

By:

DocuSigned by:

Thomas Moak

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THOMAS MOAK, Secretary



OFFICE ANALYSIS

Prepared for:
Port of Kennewick

Prepared by:
Strategic Construction Management

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 - a. Executive Summary
 - b. Scope of Work
2. Director of Operations & Maintenance Office
3. Existing Port of Kennewick Office Revisions
4. Vista Field Opportunities
5. VFDF Buildings
6. Conclusion
7. Qualifications
8. Appendix

EXECUTIVE SUMMARY

The Port of Kennewick commissioned a staff needs assessment in late 2024 that identified up to three new staff positions needed to support the growing workload. The assessment suggested these staff join the team within two to five years.

Since the existing Port of Kennewick office is currently at or exceeding capacity for staff, the Port of Kennewick executive team noted that a barrier to hiring the additional staff members would be finding suitable workspace in the existing building. The team requested Strategic Construction Management perform a review of existing spaces and provide options that could be implemented in the next three months to five years to accommodate the anticipated growth.

The Strategic Construction Management team conducted the following in order to develop the opportunities identified in this report:

- Interviews with every Port of Kennewick staff member to learn what works and/or does not work with the individual's existing workspace, positives and negatives of the overall Port of Kennewick office space, and follow up questions based on staff feedback.
- Tour of the existing Port of Kennewick offices.
- Tour of the VFDF site with Tim Arntzen, Nick Kooiker, Amber Hanchette, Mike Boehnke, and Jesse Briones from Bouten Contraction.
- Tour of the existing maintenance office at the Oak Street Industrial Park site.
- Tour of the Oak Street Industrial Park site.

This report will provide the following for the Port of Kennewick's review:

- Suggested location for Director of Operations office and maintenance staff office/break room
- Suggested changes for the existing Port of Kennewick office building
- Suggested disposition of the VFDF building for near-term and long-term benefit of the Port of Kennewick

SCOPE OF WORK

OBJECTIVES

The Port of Kennewick enlisted Strategic Construction Management to develop options to enable the Commissioners and Executive Team to make both short and long-term decisions regarding staffing and workspace. This will be particularly important for determining how to accommodate new staff with suitable workspace while maintaining the existing budget, and it will also provide a basis for planning needs in the next budget cycle.

Strategic Construction Management with the assistance of the Port of Kennewick toured available, existing spaces owned by the Port of Kennewick. This included requests for floorplans and other details from each building including leasing and/or sale opportunities. These tours were made with Jesse Briones from Bouten Construction to ensure potential impacts due to existing building codes were considered.

To further refine the understanding of options, the team provided staff members with a brief list of questions and spent at least 30 minutes interviewing each staff member regarding workspace and office conditions. This invaluable step ensures that impacts are broadly considered for future planning.

EVALUATION RESOURCES

David L. Robison, CCM, LEED AP Principal, Strategic Construction Management, Inc.

Jesse Briones, Bouten Construction

Tim Arntzen, Port of Kennewick

Nick Kooiker, Port of Kennewick

Amber Hanchette, Port of Kennewick

Mike Boehnke, Port of Kennewick

Port of Kennewick staff

David Robison and Kim Harvey of Strategic Construction Management served as point of contact for the project.



**Director of
Operations &
Maintenance
Office**

Director of Operations & Maintenance Office

OVERVIEW

The Director of Operations—Mike Boehnke—currently offices out of a shared cubicle in the open area at the Port of Kennewick office building on Clover Island, a building at the Oak Street Industrial Park, a temporary facility at Vista Field, and his truck. The maintenance staff use the building at Oak Street Industrial Park, but more frequently, they will meet truck to truck due to the lack of viable space in the Oak Street Industrial Park location currently in use. Additional facilities used by the Port of Kennewick maintenance team include:

- Shop buildings at Oak Street Industrial Park
- Hangar building for equipment at Vista Field

The staffing assessment identified the need for a full time position supporting the Director of Operations. This position would manage day to day requirements of the maintenance workforce and projects to make the Director of Operations available for the large projects and strategic planning for the Port of Kennewick.

ASSUMPTIONS

- The existing shop buildings remain available at Oak Street Industrial Park for the next 3 – 5 years.
- The existing hangar building at Vista Field remains available to provide storage space for equipment needed to maintain Vista Field.

RECOMMENDATION

The operations team needs a location central to the majority of their efforts to begin the day, store files, meet as required, and both store and maintain equipment. This space must be large enough to accommodate the existing operations team with room for growth in the next three to five years as requirements to maintain Vista Field are added to the scope.

Director of Operations & Maintenance Office

OPTIONS TO ACHIEVE RECOMMENDATION

1. OAK STREET INDUSTRIAL PARK OFFICE & SHOP

Opportunity: Convert space B120 to an office and shop for the operations team.

Benefits

- Centrally located to all of the Port of Kennewick's projects requiring maintenance
- Located nearby both Port of Kennewick main office and City of Kennewick Frost Building
- Sufficient size for shop, office space, break room, and meeting area for the operations team.
 - Lockable space for Port of Kennewick equipment
 - Ability to house entire operations team in one facility
- Secure parking for all maintenance vehicles
- Low cost opportunity. Space requires:
 - Set up for Port of Kennewick intranet
 - Desks, chairs, and storage cabinets for files

Challenges

- Loss of rent at \$4,000 per month.
 - This space is currently vacant.
 - The space has been vacant since June 2023.



Ample office space and warehouse space to accommodate Operations and maintenance requirements.

Director of Operations & Maintenance Office

OPTIONS TO ACHIEVE RECOMMENDATION (cont.)

2. VFDF A OFFICE SPACE

Opportunity: Use Suite 7 of VFDF A as an office space for the Operations Director and maintenance staff.

Benefits

- Located near Vista Field
- Sufficient parking for all maintenance vehicles
- Low cost opportunity. Space requires:
 - Set up for Port of Kennewick intranet
 - Desks, chairs, and storage cabinets for files
- This would occupy a space in a Port owned building that has been vacant since June 2022.

Challenges

- No space for shop or secure storage for vehicles, equipment, etc.
- Not centrally located to the remainder of the majority of sites requiring maintenance
- The VFDF set of buildings and land could be sold to support the greater vision of the Port of Kennewick in developing further infrastructure for Vista Field



Director of Operations & Maintenance Office

OPTIONS TO ACHIEVE RECOMMENDATION (cont.)

3. REMAIN IN EXISTING SPACES

Opportunity: Continue to occupy house located at Oak Street Industrial Park as a maintenance office, shop at Oak Street Industrial Park, mobile meeting sites, and Director of Operations shares office space at Port of Kennewick main office.

Benefits

- No changes required

Challenges

- Existing maintenance office requires extensive remodeling that would be cost prohibitive.
 - Any renovation would require bringing all elements of the building up to code.
 - Based on observation, any renovation would require asbestos abatement and further study to determine other abatement requirements.
- This does not create a permanent office location for the Director of Operations.
- This does not create space for a Maintenance Manager.
- Inefficiencies due to mobile meetings and no central location for the operations team to plan and execute each day.



**Existing
Port of
Kennewick
Office
Revisions**

Existing Port of Kennewick Office Renovations

OVERVIEW

The Port of Kennewick offices located on Clover Island are enjoyed by staff and visitors alike for the architecture and layout. Since COVID, the executive team adopted a hybrid model where all staff report to the office Tuesday and Thursday but largely work from home Monday, Wednesday, and Friday.

The staff is largely happy with the office spaces with the most common concern stemming from noise in the office—particularly for staff members in the center cubicles. The Port of Kennewick reviewed options during the remodel in 2014 to add a cap above these center cubicles; however, due to both the architecture and HVAC this is not a viable option physically or financially.

Additionally, the staff assessment resulted in a recommendation of two additional staff persons within two to five years.

ASSUMPTIONS

- Up to two new, full-time staff members added to the team in the next two to five years
- Staff continues to largely work from home Monday, Wednesday, and Friday with all staff expected in office on Tuesdays and Thursdays

RECOMMENDATION

Modifications to the existing office space as well as reconfiguration of up to two offices can not only meet but exceed the Port of Kennewick's needs to accommodate current and future staff. These modifications can be accomplished in stages to minimize disruption to the staff as well as maintain fiscal responsibility.

Existing Port of Kennewick Office Renovations

OPTIONS TO ACHIEVE RECOMMENDATION

1. SOUND PANELS

Opportunity: Noise is one of the most significant concerns staff expressed regarding the ability to accomplish their tasks. Enlisting a sound engineer and strategically placing sound panels throughout the office has the potential to reduce the noise.

Benefits

- Sound panels can be created to match the aesthetic of the Port of Kennewick offices
- Noise reduction for those working in the center cubicles

Challenges

- Cost of a sound engineer to assess and recommend placement.
- Cost of sound panels.



High ceilings, hard surfaces, and large open spaces allow sound to travel.

Cubicle spaces allow less opportunity to escape a loud environment to concentrate or conduct Port business.



Existing Port of Kennewick Office Renovations

OPTIONS TO ACHIEVE RECOMMENDATION (cont.)

2. OFFICE RECONFIGURATION

Opportunity: This is a multi-prong option where all or part of the choices may be implemented to meet staff needs. Due to the number of options, each option is listed in bold below with a list of benefits and challenges below it.

Relocate Tim Arntzen to Lower Level Conference Room

- Benefits
 - Mr. Arntzen spends a significant portion of his time in on-site meetings or out in the field visiting Port of Kennewick properties. This location provides greater space and accessibility for his requirements.
 - Opens a large space on the main office floor that could accommodate up to two individual staff members. Finance team members typically work closely together, so consideration regarding clustering finance in this area may be advantageous.
 - No cost opportunity to open space.
 - The majority of staff are comfortable with Mr. Arntzen officing out of the lower level.
 - Since the entry door is locked and visitors are buzzed in, this limits security risks.
- Challenges
 - Office staff proceed downstairs and/or call to reach Mr. Arntzen

Maximize Utilization of Council Chambers

- Benefits
 - This space is well-equipped technologically for use as a conference space when not occupied by commissioners.
 - Team members office in the center cubicles could sign up for use of this space when participating in webinars or conducting other Port business that requires focus or privacy.
- Challenges
 - Only available when not in use by commissioners.
 - Not a traditional desk setup.
 - A mobile conference room table may need to be purchased to accommodate traditional conference meetings in this space.



Existing Port of Kennewick Office Renovations

OPTIONS TO ACHIEVE RECOMMENDATION (cont.)

2. OFFICE RECONFIGURATION (cont.)

Convert Tana Bader-Inglima's Office to Shared Office Space

- Benefits
 - Use this shared space or divide into two offices based on the needs of the staff at the time of Ms. Bader-Inglima's retirement.
 - Potential use for Office Assistant / Marina Manager—Kandy Yates—when reconciling receipts or conducting marina business.
- Challenges
 - Additional cost for remodel if this path is chosen.

Create Space at the Entrance for Reception

- Benefits
 - Offers a convenient location for customer service to assist and direct guests while minimizing noise upstairs.
 - Utilizes and unused space for a to-be-hired staff member in the next 12 to 18 months.
- Challenges
 - Climate control will need to be addressed for this lobby area.
 - An appropriate desk with internet will need to be added to the area.



The lower level of the Port Office presents opportunities for utilizing space in a different way.

Existing Port of Kennewick Office Renovations

OPTIONS TO ACHIEVE RECOMMENDATION (cont.)

2. OFFICE RECONFIGURATION (cont.)

Remodel the Reception Area to Accommodate Additional Center Cubicles

- Benefits
 - Since the entrance doors are now locked, this area does not serve the same guest functions as it once did.
 - Creates space for current and future team members.
- Challenges
 - Costs to reconfigure and add cubicles in a way that does not detract from the grandeur of the commission entrance.



3. RELOCATE PAPER FILES TO OFF-SITE STORAGE

- Benefits
 - Alleviates congestion areas throughout the main level.
 - Potentially offers additional options/locations for sound engineer to utilize.
 - File cabinets could be repurposed for operations team use.
- Challenges
 - Additional cost for storage anticipated at offsite location would need to be confirmed.



4. OTHER SUGGESTIONS FROM STAFF TO CONSIDER FOR ENHANCING THE WORKPLACE

- Stand Up Desks – the full stand up rather than the type that sits on top of an existing desk
- Noise cancelling headphones
- Requesting office doors closed for webinars and meetings to reduce noise in the common area
- Review the location of the thermostat that is located near reception for an alternate location that is not directly impacted by the heat of the sun which alters the overall temperature of the building.
- Add sunshade to the deck to create a usable outdoor space.
- Add option on the deck to offer storage while not impacting the aesthetic of the building.





Vista Field Opportunities

Vista Field Opportunities

OVERVIEW

The Vista Field development is growing. In 2025, the first developers are expected to open doors for a restaurant, eye clinic, and more. In 2026, the Vista Field Pavilions will open for community events including private rentals.

As staff meet with developers, more than one developer shared plans—in the spirit of the Master Plan—to incorporate additional spaces in each building available for lease to other tenants. To date, these buildings are slated to accommodate 1,000 to 4,000 square feet of rental space.

At this time, there is not a need for a satellite at Vista Field because most visits are site tours only, and the majority of the meeting time is spent at the Port of Kennewick's office where all of the plans and documents can be shared.

ASSUMPTIONS

- Building construction by a developer and/or community stakeholder with a workable floor plan complete in two to five years.
- Port of Kennewick continues to support the Vista Field Master Plan by only permitting buildings that meet all of the criteria.

RECOMMENDATION

Development sites typically house a construction trailer or other small satellite office if on-site meeting space is required; however, these types of structures do not support the overall Vista Field Master Plan. Additionally, a building that supports the Master Plan could cost in excess of \$2 million, and as the developer, it would better serve the Port of Kennewick to invest that funding into continuing to build out the infrastructure to support more development of the site.

By 2026, the Port of Kennewick may need 1,000 to 4,000 square feet of space in Vista Field to support pavilion activities, maintenance, and on-site construction meetings. The Port of Kennewick can support Vista Field by renting secondary space—with an entrance off the main street or on the second floor of a building—from an existing site.



VFDF Building Opportunities

VFDF Building Opportunities

OVERVIEW

The Port of Kennewick has a long history of changing its business model to support the community it serves. For a number of years, that support involved building then leasing spaces for businesses to get a foothold in the Tri-Cities, create jobs, and more.

In 1990, the VFDF buildings were one example of that process. The buildings were constructed to support a engineering or research and development tenants. In 2021, long time tenant Bruker moved its operations overseas, and the VFDF A building has not been occupied to capacity since that time. The VFDF B building has one tenant expected to leave after the lease expires while the other tenant is expected for the longer term.

Due to the age of the VFDF buildings, any renovations require bringing the buildings up to code as well as mitigating any hazardous materials. At a minimum, this would require structurally evaluating the roof's ability to support a full sprinkler system, possible asbestos abatement, HVAC dampers, and plumbing adjustments.

RECOMMENDATION

Several years ago, the Port of Kennewick Commissioners and Executive Team saw that development would be the next significant way to impact the community, and plans for Vista Field began. Over these years, staff time has largely shifted to support of this significant project while continuing to support development of Clover Island, Oak Street Industrial Park, and Columbia River Gardens.

Consider appraising and selling the VFDF buildings to a developer with a vision and funding to create the next opportunity in this area that is nearby Vista Field.

The Port of Kennewick can use the funds from the sale to begin the next phase of infrastructure work to support Vista Field while continuing to look to the future.



CONCLUSIONS

CONCLUSIONS

The Port has changed as the community has changed to serve the community to the highest level. At this time, that change is a move further away from leasing into development at Vista Field. As a result, opportunities exist within the current portfolio of buildings to create needed space for staff and fund future infrastructure at Vista Field.

The operations team needs a permanent location for all team members and equipment. The ideal location is space B210 in the Oak Street Development Park. This meets all of the current needs as well as the anticipated needs for the next two to five years.

The Port of Kennewick offices seem to have the ability to accommodate additional staff with only minor, low-cost renovations. This report contains several additional low-cost opportunities to enhance the existing work environment for specific staff members and overall performance of the team.

Finally, a review of the long-term need of the VFDF buildings and their best use for the Port of Kennewick is needed to determine if they should remain in the Port's portfolio or be divested to fund future infrastructure for development.



QUALIFICATIONS

QUALIFICATIONS

Strategic Construction Management, Inc. has been building a reputation of excellence and success across the west coast since 2000. In 2010, the company expanded to serve the growing Pacific Northwest with an office in Kennewick, Washington. Founded in Santa Cruz, California, a small seaside community just minutes from Silicon Valley, Strategic Construction Management, Inc. draws upon the energy and innovation that characterizes these two areas and leverages our time-tested approach of forming strategic partnerships to offer a unique line of project development and construction management services.

One element that separates us from our competitors is our ability to combine big-company competency and expertise with small-company responsiveness. Our expertise covers the full range of project development and construction services, allowing us to oversee a project from inception to occupancy. One of the keys to a successful long range capital plan and the individual projects that comprise it is to maximize the capital projects budget. Our experience and knowledge will be used to ensure that the Port of Kennewick's project meets all of the appropriate deadlines and maximizes the return on the community's investment.

Our focus begins and ends with you—your expectations and objectives, budget considerations and deadlines—whether it's a \$1 million project or a \$500 million program. We succeed through proactive communication, close collaboration, extraordinary attention to detail, field proven techniques, and an unsurpassed work ethic.



APPENDIX



**Staff Feedback
Regarding
Existing
Port of
Kennewick
Workspace**

Over the course of four days, the Strategic Construction Management team met with all staff members to ask the following questions:

- For the office space you've been assigned, what works and/or does not work for you?
- If you could change anything about the office environment as a whole, what would it be?
- Where do you spend most of your time? In the office, working from home, in meeting, etc?
- Would you have any concerns if the Executive Director's office moves to the first floor?

Below are the responses from the team that were used in forming the recommendations for this report.

For the office space you've been assigned, what works and/or does not work for you?

- Office space next to my team – that's important
- No issues with my office, not attached to it
- Office works well because it can double as a small gathering space due to its size.
- I just need a computer, so I don't need as much office space. It could be cut in half.
- Love being on the island.
- Great culture.
- The quality in the space is top notch.
- I get to talk to everyone. It's nice because it's a big family here.
- The front desk area is loud with no privacy. It makes it difficult to work on tasks where concentration is needed.
- The front desk area is very large, and the space could be used more effectively for something else.
- The door in the middle of the cubicle offices could be eliminated.
- On Tuesdays and Thursdays when everyone is in office, it's loud and difficult to hear anything from the cubicle offices.
- Prefer a standup desk (not the type that sit on top of the desk and need to be lifted).
- Need better ergonomics.
- Office is noisy, and it's still possible to hear some team members when their doors are closed.
- Lighting is too bright.
- Office is either too hot or too cold.
- Space is fine – no negatives

If you could change anything about the office environment as a whole, what would it be?

- Multiple team members expressed that finding a permanent location for Mike's office would be more productive for him. Of note, he alternates between the lower-level conference room, a shared space with Tammy, the maintenance shop, and the field currently.
- Ideal for maintenance shops in future to be closer to the purpose-built real estate.
- Need storage.
- As people have been placed in the existing downstairs conference room to office (eg the marina office), they felt disconnect from the rest of the Port team.
- Not having everyone in the same workspace can create the silo effect and hinder synergy.
- Sound proofing. We need something because Bridgette sits next to the restroom, and you can hear everything when in her office.
- Kitchen space is nice to be able to use, and I appreciate the remodel.
- Chattering at the kitchen space could be disruptive to people in the cubicle offices.
- The patio space isn't used because it's too hot in the summer; it's dead space that could be reclaimed for something or possibly repurposed for storage without impacting the aesthetic.
- I get to talk to everyone. It's nice because it's a big family here.
- Heating and cooling. The thermostat location impacts the overall office when the sun shines directly on it, and the fans and space heaters inside the offices effect the overall office temperature making it hot or cold.
- Kandy needs a space to go periodically to do work (part time area) – important at year-end or when working on other financial projects.
- All of the files could be sent to records because files are electronic now. This could free up space. Might increase storage bill to \$600/mo.
- For staff members officing in the open spaces, the commission chambers could be used when they need to participate in webinars or complete tasks that require concentration, if available.
- Operations manuals would need to stay at Clover Island Office.
- Meeting space with maintenance team with desks for five people, the ability to print/scan, file storage.
- A home base for the operations director.
- Need all of the files in his new space
- Need a space at the Clover Island office on Tuesday / Thursday that's community for those who come in/out of the office.
- Maintenance needs to be part of the new Vista Field eventually.
- Maintenance shop needs to be centrally located to the majority of the projects.
- Costs a lot of money to have a seat in the office for people who are only here two days a week.
- Do we need all of the office space?
- Most of the properties that need to be maintained are in Clover Island / Columbia Gardens currently.
- Some staff could office in satellites if space is needed in future. For example, David Phongsa could be at the VFDF building if needed near Vista Field when pavilion events begin to support programming.
- If the Port divests any buildings, spend the additional funds to build more roads / infrastructure for Vista Field rather than spending \$3 - \$4 million on a building that's housing people. Invest in infrastructure that will provide development.
- The sun hits the thermostat at the front of the office, so it makes the back offices really cold.
- Would it be possible to form a partnership with another location for Port Commission meetings – possibly the TC Visitor & Convention Bureau if meetings near Vista Field are a desired option.
- Maintenance spends significant amount of hours on the island right now ... later when pavilions open anticipate more time at Vista Field.
- Could the lobby be remodeled since there are not a significant number of visitors any longer?
- Kandy has taken on a lot of duties, so would it be helpful to bring on a true receptionist?
- Consider returning some staff members to independent contractors or permanent work from home.
- Sound carries for the people in the middle.
- Need headphones for the people in the middle.

Where do you spend most of your time? In the office, working from home, in meeting, etc?

- The Port currently operates with a hybrid work environment. Staff are in office Tuesdays and Thursdays with the option to work remotely on Monday, Wednesday, and Friday.
- Customers have not expressed dissatisfaction with service levels.
- Spend two days in the office, but I spend a lot of time out in the field.
- Half of the office time is spent in the conference room or meetings.
- Satellite office could be OK.

Would you have any concerns if the Executive Director's office moves to the first floor?

- 75% of the team noted no concern with no additional comment. The additional comments are below.
- No concerns, and it might give him a little separation.
- It could give him more privacy.
- It might make more sense to have him in that location.
- We will need more people as we continue to grow to continue to maintain the properties at the level.
- It might be weird.



Oak Street Development Building B



Port of Kennewick

OAK STREET INDUSTRIAL PARK Development Building B

1426 East 3rd Avenue, Kennewick Washington



For more information

Amber Hanchette

509.586.8596

Amber@PortOfKennewick.org

Lease Plan

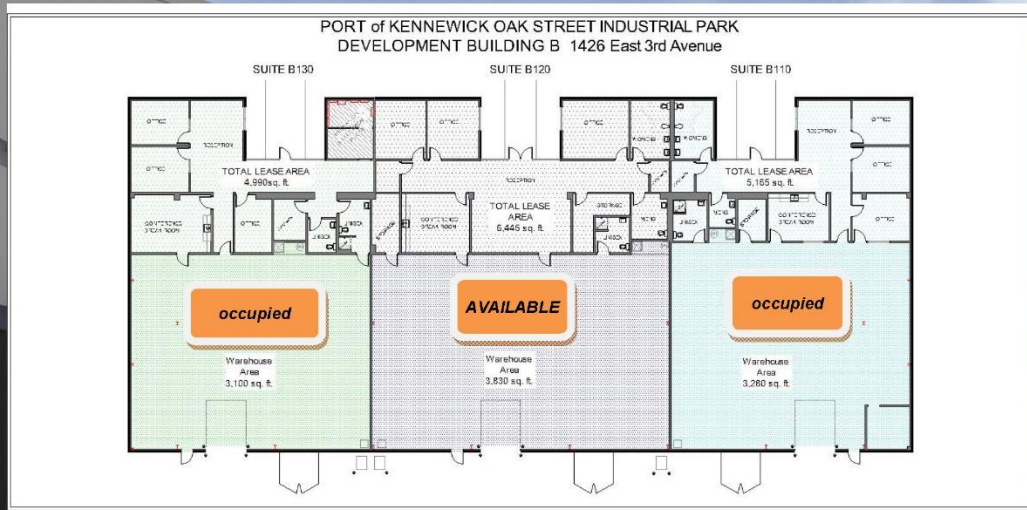
Suite No.	Office Sq. Ft.	Warehouse Sq. Ft.	Total Sq. Ft.
B110	1,885	3,280	5,165
B120	2,615	3,830	6,445
B130	1,890	3,100	4,990

Building Features

- Generous office space
- Warehouse Height 16'
- 3 Phase Power
- 5" Cement/Steel Reinforced Floors
- 14' Loading Door at Grade
- Ample Parking
- Light Industrial Zoning
- Multi-Tenant Building
- Bullpen Storage – subject to availability

Asking Lease Rate

- \$.67 psf/mo
- Leasehold Tax 12.84%

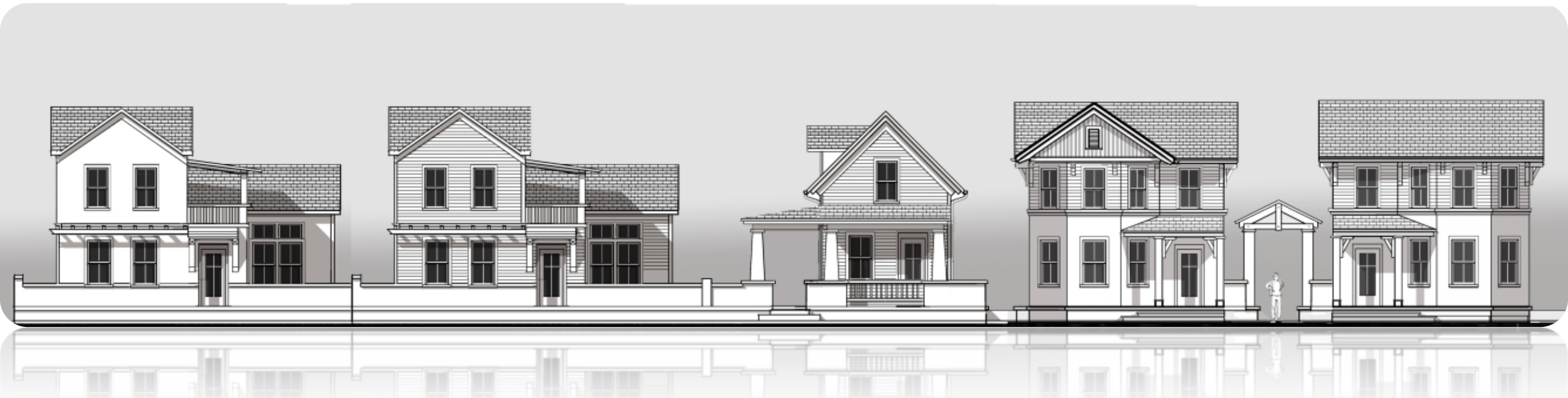


Vista Field Single Family Residential



Vista Field Living by: BlueChart LLC

A partnership of Chartwell Land Company & Blue Fern Development



BlueChart, LLC

Levi Holmes

Chartwell Land Company

The principals of Chartwell Land Company have designed, entitled, and/or built over 2,000 residential units.



Ben Paulus

Blue Fern Development & Teak Construction

Blue Fern & Teak Construction bring a tremendous amount of experience with its home building and sales division as well as long-term funding.



CHARTWELL
LAND COMPANY



Blue Fern
Development



DESIGN
LIBRARY

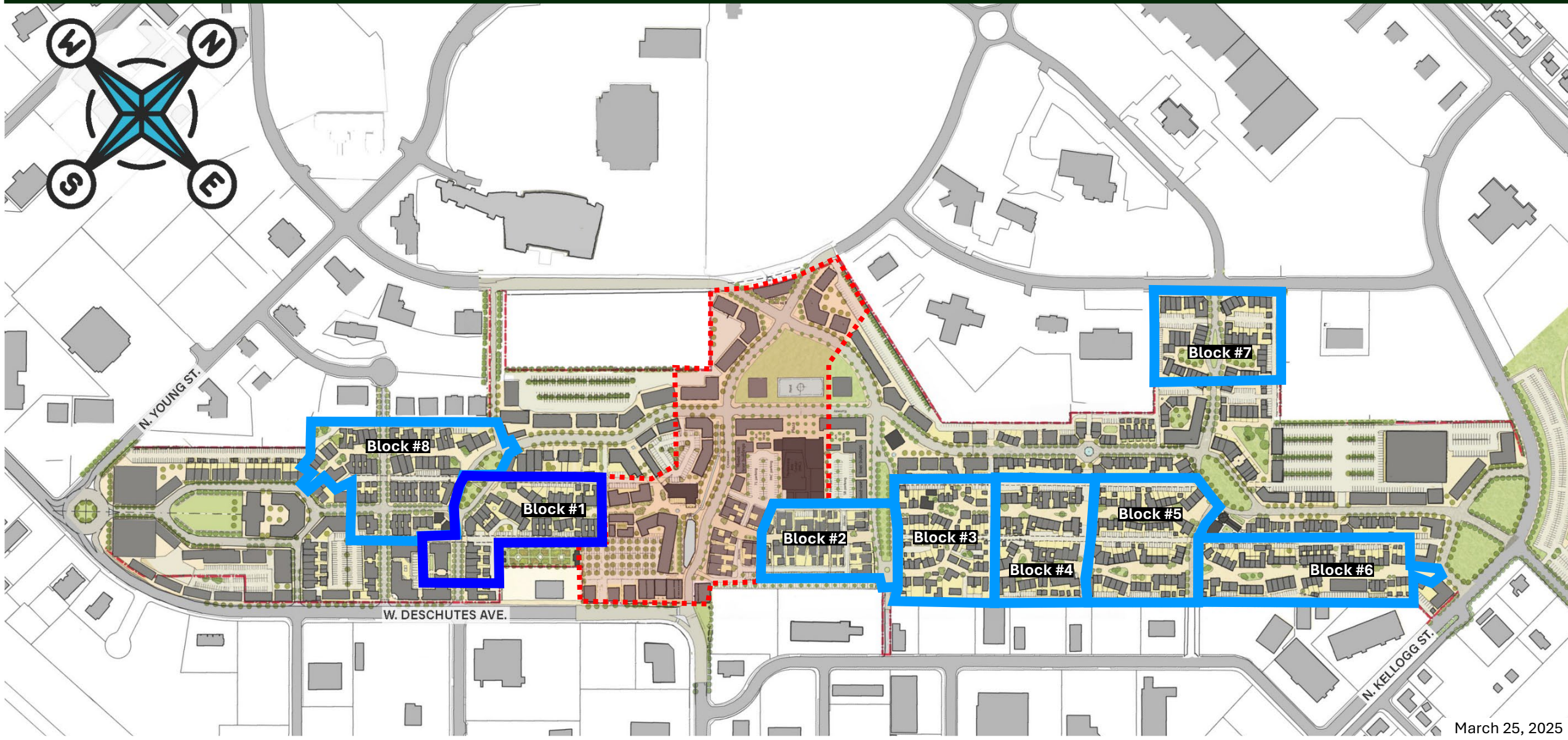




VISTA FIELD REDEVELOPMENT

Blue Chart Homes

EXHIBIT A



CONTRACT DOCUMENT PACKAGE

BUILDER RESERVATION & TAKEDOWN AGREEMENT

- **Purchase price formula for each phase**
 - Fixed pricing for phases I & II then a lot price determination formula for phases 3-8.
- **Closing schedule**
 - BlueChart to purchase four lots every two months upon delivery of infrastructure improvements by the port.
- **Amenities**
 - 15% of the purchase price for each phase to be reserved for amenities (open spaces for residents, visitors and the public).
- **Design Library**
 - BlueChart is required to propose a design library of no fewer than 12 home designs and 36 variations subject to Vista Field design standards and approval by the Vista Field Town Architect.
- **Approved Development Plan**
 - An approved development plan is agreed between the port and BlueChart within the first ninety days of each phase. This plan includes infrastructure, amenities, and home design approval by the Vista Field Town Architect.
- **Phases I – V**
 - The port agrees to pause marketing for single family attached and detached housing in Vista Field for the first five phases of home development with BlueChart allowing time for the builder to gain traction with a new compact development concept for the Tri-Cities market.

CONTRACT DOCUMENT PACKAGE

RIGHT OF FIRST REFUSAL

- Subject to the terms of the Builders Agreement and Take Down Schedule
- Should BlueChart not execute their Right of First Refusal for Phase VI no other rights are given for Phase VII or VIII.

CONTRACT DOCUMENT PACKAGE

PER PHASE PURCHASE & SALE AGREEMENT

- Details specific to each phase
- Lot pricing
- Take Down Closing Schedule
- A 90-day feasibility period where both parties must agree on an Approved Development plan for the phase.
- Purchase and Sale Agreement is subject to Vista Field Covenants, Conditions and Restrictions, Vista Field Design Standards, an Obligation to Construct and Repurchase Option.

TIMELINE

EFFECTIVE DATE	FEASIBILITY PERIOD	PLAT PROCESS & INFRASTRUCTURE	PREPARE 1 ST CLOSING	BLUECHART PERMIT APPLICATION
0	+3 MONTHS	+15 MONTHS	+1 MONTH	+45 DAYS
COMMISSION <u>APPROVAL</u> : CONTRACT DOCUMENTS 1ST NEIGHBORHOOD PURCHASE & SALE AGREEMENT	APPROVED DEVELOPMENT PLAN COLLABORATIVE DESIGN PROCESS	PRELIMINARY TO FINAL PLAT PROCESS PERMIT, BID, CONSTRUCTION INFRASTRUCTURE	PSA AMENDMENTS EASEMENTS CLOSING SCHEDULE LEGAL LOT DESCRIPTIONS	BLUECHART APPLIES FOR PERMITS ON 1 ST FOUR HOMES

Remarks

- Taud Hume, Legal counsel
- Larry Peterson, Director of Planning
- Tim Arntzen, Chief Executive Officer





Thank you!

Amber Hanchette
Director of Real Estate
Port of Kennewick

DAYBREAK COMMONS

Concept Design

Overall Plan

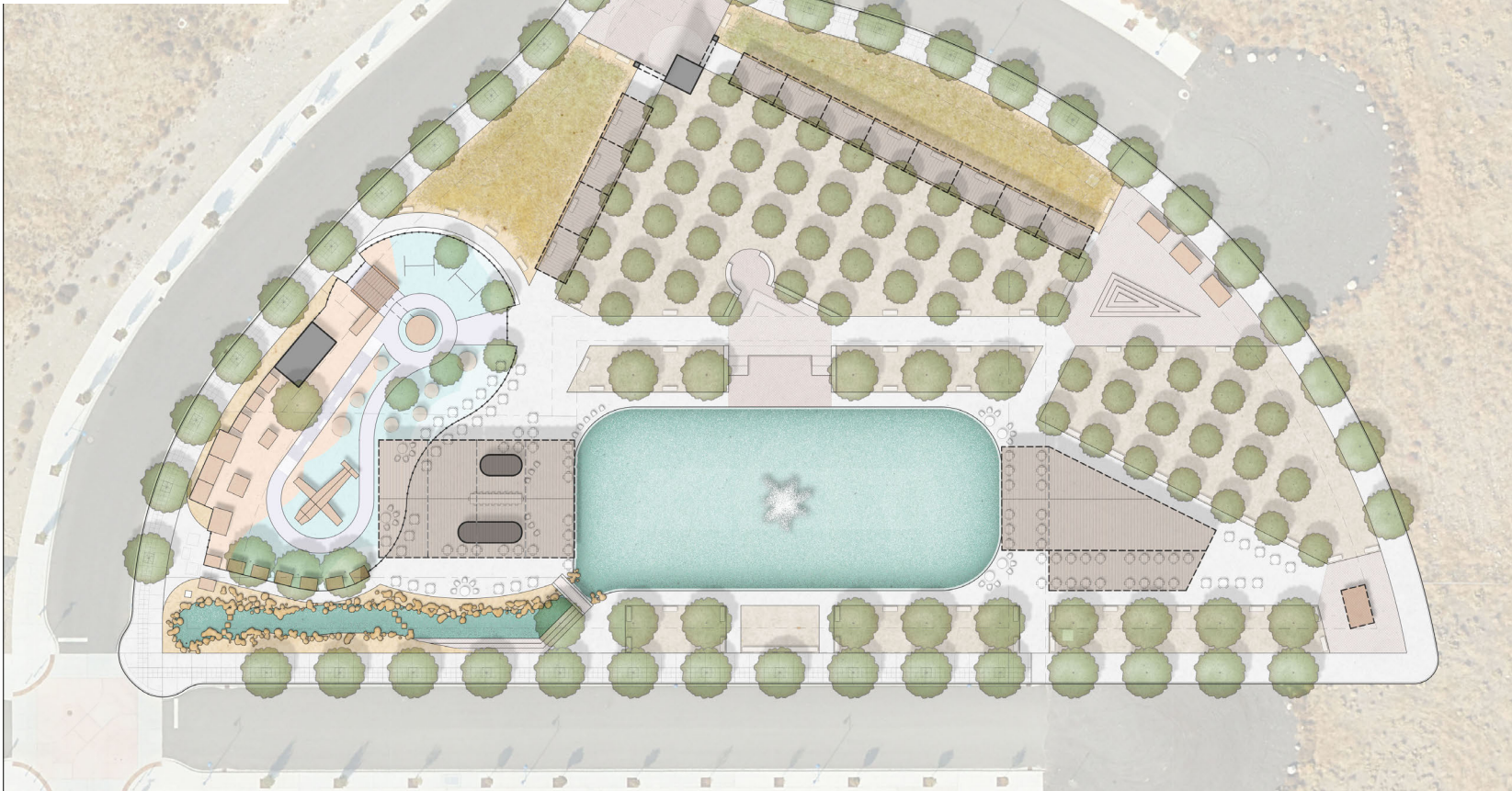
DPZ
CODESIGN



for VISTAFIELD

February 2025

EXHIBIT B



DAYBREAK COMMONS

Concept Design
Design Element Plan

DPZ
CODESIGN for VISTAFIELD

February 2025



Buffers of native grasses and wildflowers, possible low berms



Covered walkways: architectural roof, trellis or tents

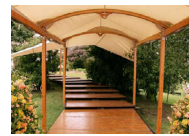


EXHIBIT B



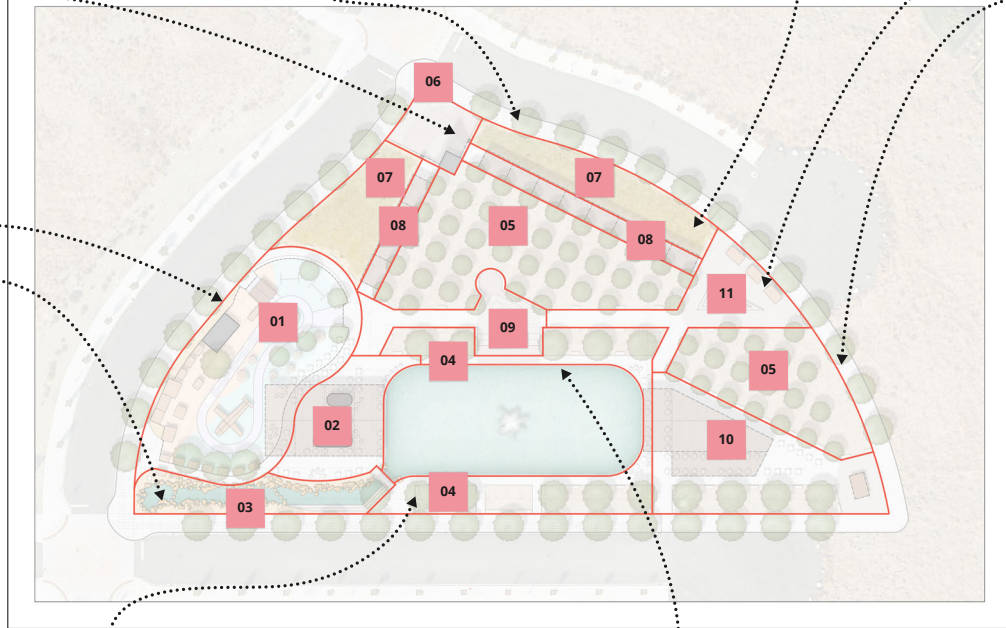
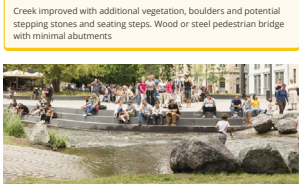
Sculptural seating & potential vending stalls (swing / hammock seating could occur throughout the park)



Iconic tower / gateway sign & entry plaza



Destination playground & pavilion (see following page)



Pavers or "accent" gravel path surrounding existing pond edge, bounded by formal tree arrangement



Steps down to water's edge in amphitheater seating configuration. Informal stages double as seating areas. Possibility for floating stage / projection screen



Tree farm organized like traditional "arid grove garden" - opportunities for hidden follies & intimate seating areas within





OFFICE ANALYSIS

Prepared for:
Port of Kennewick

Director of Operations & Maintenance Office

1. **OAK STREET INDUSTRIAL PARK OFFICE & SHOP**
2. **VFDF A OFFICE SPACE**
3. **REMAIN IN EXISTING SPACES**



**Suite B120 Oak Street –
Ample office space and warehouse
space to accommodate Operations and
maintenance requirements.**

Existing Port of Kennewick Office Renovations

EXHIBIT C

- 1. SOUND PANELS**
- 2. OFFICE RECONFIGURATION**
 - 1. Relocate Tim Arntzen to Lower Level Conference Room**
 - 2. Maximize Utilization of Council Chambers**
 - 3. Convert Tana Bader-Inglima's Office to Shared Office Space**
 - 4. Create Space at the Entrance for Reception**
 - 5. Remodel the Reception Area to Accommodate Additional Center Cubicles**
- 3. RELOCATE PAPER FILES TO OFF-SITE STORAGE**
- 4. OTHER SUGGESTIONS FROM STAFF TO CONSIDER FOR ENHANCING THE WORKPLACE**



Cubicle spaces allow less opportunity to escape a loud environment to concentrate or conduct Port business.



High ceilings, hard surfaces, and large open spaces allow sound to travel.

Support Vista Field by renting secondary space—with an entrance off the main street or on the second floor of a building—from an existing site.

VFDF Building Opportunities

- **Consider appraising and selling the VFDF buildings to a developer with a vision and funding to create the next opportunity in this area that is nearby Vista Field.**
- **Use the funds generated from the sale to add infrastructure to Vista Field.**

Port of Kennewick Surviving the Campaign Season



Presented by
Carolyn Lake
Port Legal Counsel



1

Surviving The Campaign Season

- INTRODUCTION
- CAUTIONS SPECIFIC TO ELECTED OFFICIALS, CANDIDATES, MANAGEMENT & PUBLIC EMPLOYEES
- CAUTIONS REGARDING USE OF:
 - EQUIPMENT
 - UNIFORMS & STAGED PHOTOS
 - MEETING AREAS
 - LISTS
 - PUBLICATIONS
 - READER BOARD & POSTERS
 - SURVEYS AND RESEARCH
 - TECHNOLOGY (WEBSITE, COMPUTERS, EMAILS)
 - CALENDARS
 - PUBLIC SERVICE ANNOUNCEMENTS



2



Surviving the Campaign Season

- **ENFORCEMENT ACTIONS**
 - Recent & Ongoing
 - Penalty Examples
- **ABOVE ALL –**
- **INDIVIDUAL CAMPAIGN ACTIVITIES NOT RESTRICTED**



3

INTRODUCTION

- Reminder of the do's and don'ts in supporting or opposing a ballot proposition or candidates for public office.
- State law in RCW 42.17A.555 prohibits the use of facilities of a public office to support or oppose a ballot measure or an election campaign for public office.
- "Public Facilities" defined very broadly by the Public Disclosure Commission



4

INTRODUCTION

The Season Matters:

- PDC Interpretation 04-02 "Guidelines for Local Governments in Election Campaigns"
- PDC gives closer scrutiny of "activity that is targeted at and/or occurs close in time to a ballot measure election as to whether a violation has occurred".

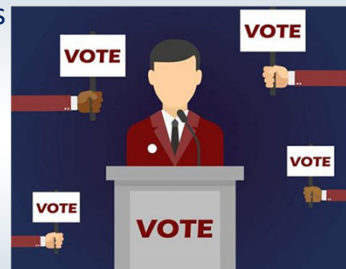


5

ELECTED OFFICIALS & CANDIDATES

Not permitted:

- Shall not direct port staff to perform tasks to support or oppose campaign activities or ballot measures.
- Shall not use public facilities or resources to engage in political activities
- Shall not knowingly solicit, directly or indirectly, a contribution to a candidate, political party or other political committee from an employee in the official's agency. [RCW 42.17A.565](#)



6



ELECTED OFFICIALS & CANDIDATES

- Elective or appointive Port Commissioners and Port employees may not work to support or oppose a ballot proposition during work time or allow public facilities to be used for that purpose.
- The term "public facilities" is defined to include but is not limited to use of stationery, postage, equipment, use of employees during working hours, vehicles, office space, publications of the office, or lists of persons served by the local government, or (recently defined) use of Port personnel or consultants.

7

ELECTED OFFICIALS & CANDIDATES

Permitted:

- May engage in political activities on his or her own time, if no public equipment, vehicle or facility is used.
- May may use his or her title but should clarify that speaking on his/her own behalf, and not on behalf of the port.
- If the elected Commission has adopted a resolution, the official can then speak on behalf of the port.)



8

ELECTED OFFICIALS & CANDIDATES



- May attend any function or event at any time during the day and voice his or her opinion about a candidate or ballot proposition as long as they are not being compensated and are not using any public equipment, vehicle or other facility.

9

MANAGEMENT

Not Permitted:

- Shall not use public resources to operate a speakers' bureau in a manner that may be viewed as promoting a ballot measure.
- Shall not use public resources to promote or defeat a candidate or ballot measure.
- Ports shall not pressure or coerce employees to vote or participate in campaign activities.
- Ports shall not organize an effort to encourage staff to wear campaign buttons or display campaign materials.
- Shall not use agency resources to organize the distribution of campaign materials.



10

MANAGEMENT

Permitted:

- May speak at community forums and clubs to present an objective and fair presentation of the facts on a ballot measure during regular work hours.
- May fully participate in campaign activities, including meeting with citizens' campaign committees to plan strategies, during non-work hours and without the use of public resources.
- May inform staff during non-work hours of opportunities to participate in campaign activities.



11

PUBLIC EMPLOYEES

Not Permitted:

- Shall not use work hours or public resources to promote or oppose a candidate or ballot measure (such as gathering signatures, distributing campaign materials, arranging speaking engagements, coordinating phone banks, or fundraising).
- Shall not pressure or coerce other employees to participate in campaign activities.
- Shall not use port resources to organize the distribution of campaign materials.



12

UNION REPS

Not Permitted:

- Shall not use the agency's internal mail or email system to communicate campaign-related information, including endorsements.
- Shall not distribute promotional materials in public areas.

Permitted:

- May, during non-work hours, make available campaign materials to union members in lunchrooms and break rooms that are used only by staff or other authorized individuals.
- May distribute campaign materials at union-sponsored meetings.
- May post campaign materials on a bulletin board, if such a board is in an area that is not accessible to the general public and if such activity is consistent with the agency's policy and the collective bargaining agreements.



13


CAUTIONS REGARDING USE OF: EQUIPMENT


NOT PERMITTED:

- Public resources (including but not limited to internal mail systems, email systems, copiers, telephone) shall not be used to support or oppose a candidate or ballot measure, no matter if during or outside of work hours.

Permitted:

- Port employees, in the course of their employment, may use equipment (including but not limited to projectors and computers) to make an objective and fair presentation of the facts at community forums and clubs.





14

UNIFORMS & STAGED PHOTOS

Not Permitted:

- Port employees shall not make special arrangements for or "stage" the taking of an port photo or video of an employee in uniform so the photo or video can be used for campaign purposes.
- This same prohibition applies to related equipment including but not limited to: firearms; badges; nametags; holsters; handcuffs; jackets; belts; vests; agency patches, logos, insignias, emblems; and radios.



15

UNIFORMS & STAGED PHOTOS



Permitted: Port photos and Port videos depicting Port employees wearing Port uniforms may be used by a campaign if the photos or videos: (1) were made in the ordinary course of the agency's business, (2) were not "staged" for campaign purposes and, (3) are made available to a campaign on the same terms and conditions as any other member of the public would receive the photos or videos. For example, agency photos or agency videos could be provided in response to a public records request, or by other authorized agency policy.

16

MEETING AREAS

Permitted: Port meeting facilities, including audio visual equipment, may be used on the same terms and conditions available to other community groups, subject to the provisions of the agency's policy and when the facility is merely a "neutral forum" where the activity is taking place, and the port in charge of the facility is not actively endorsing or supporting the activity.



17

LISTS

Not Permitted:

- The Port shall not sell copies of such lists (though they may charge a pre-established fee to recover the costs of providing copies of the lists).
- BUT- if a list is generally available as a public record, it cannot be denied to a person or group on the grounds that it might be used in a campaign.



18

PUBLICATIONS

Not Permitted:

- The Port shall not use internal memoranda or other agency publications to encourage employees to participate in campaign activities.
- The Port shall not publish materials supporting or opposing a candidate or ballot measure.

Permitted:

- The Port may thank citizens for their support after an election in agency publications.



19

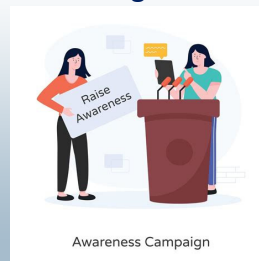
READER BOARDS & POSTERS

Not Permitted:

- ❖ Ports shall not display a "Vote for ." sign or other promotional messages on reader boards or posters.
- ❖ Signs advocating for or against candidates or ballot measures shall not be posted on port property in any area accessible to the general public.
- ❖ Publicly owned vehicles shall not be used to carry or display political material.

Permitted:

- Information encouraging staff and members of the public to vote, or showing upcoming election dates:
"vote on February ____"
- Port Tenant signs



20

SURVEYS AND RESEARCH

Not Permitted:

- Surveys conducted to determine what taxation level the public would support.
- Surveys designed to shore up support or opposition for a ballot measure.
- Targeting of registered voters or other subgroups of the jurisdiction in conducting their election-related surveys.
- Ports shall not use survey results in a manner designed to support or oppose a candidate or ballot measure.



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SURVEYS AND RESEARCH

Permitted:

- Surveys and/or other community research, including:
 - demographic questions, determining community's priorities,
 - public perception of performance, and/or
 - inform the community about agency programs and policies.
- Questionnaires, surveys, workshops, focus groups, and forums) to determine the community's priorities for programs and/or facilities and associated total costs and projected dollars per thousand assessment.
- Can be conducted before or after the governing body has approved a resolution to place a ballot measure on the ballot. However, research after the adopting a ballot resolution subject to greater scrutiny.



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TECHNOLOGY (WEBSITE, COMPUTERS, EMAILS)

Not Permitted:

- Use of Port computers, email systems, telephones, and other information technology systems to aid a campaign for or against a candidate or ballot measure.
- Using Electronic communication systems to generate or forward information that supports or opposes a candidate or ballot measure.



Using websites for the purposes of supporting or opposing a candidate or ballot measure.



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CALENDARS

Not Permitted:

- Using or directing staff to use public facilities or resources to arrange, plan or assist campaign activities
- Arranging details of appearance or participation in a campaign activity such as travel logistics, tickets, invitations to other participants, or agenda while at the event,
- Communicating about the individual's interest and/or potential for participating in planned or possible future campaign events or activities, including endorsement interviews
- Placing individual campaign-related events on port-wide distributed calendars or regularly scheduled newsletters distributed to staff or the public.



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CALENDARS

Permitted:



- Port calendars can include basic information that he/she is scheduled out of the office to attend campaign events.
- Personal electronic calendars may be synchronized with Port electronic calendars so long as only basic campaign event information gets placed on the Port calendar

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PUBLIC SERVICE ANNOUNCEMENTS

- No state-elected official or municipal officer may speak or appear in a public service announcement that is broadcast, shown, or distributed in any form from January 1st and through the general election if that official or officer is a candidate.
- The official or officer shall contractually limit the use of the public service announcement per above
- Exception: public service announcements that are part of the regular duties of the office that only mention or visually display the office or office seal or logo and does not mention or visually display the Officials' name or office in the announcement.



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PINS & BUTTONS.


Permitted:

- OK for an elected official or public employee to wear a typical campaign pin or button during normal working hours.
- Simply wearing a button which encourages support for or opposition to any candidate or ballot proposition, either directly or indirectly, is a form of personal expression and is not to be regarded as prohibited use of a "use of facilities"



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PDC ENFORCEMENT ACTIONS

Recent & Ongoing



03/26/2025	Yakima Valley Conference of Governments
02/27/2025	City of Edmonds
02/26/2025	Burien Council member
11/05/2024	City of Sunnyside



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ENFORCEMENT ACTIONS PENALTY EXAMPLE

10/22/2019

City of Olympia Officials



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INDIVIDUAL CAMPAIGN ACTIVITIES NOT RESTRICTED.



Notwithstanding the restrictions on public entities, RCW 42.17A.555 does **not** restrict the right of an individual, whether that person is an elective public port official or a public port employee, to express his or her personal views supporting or opposing a ballot proposition so long as that expression does not involve using public facilities.

Port Commission and staff may also campaign on their own time, using their own supplies and equipment, for or against a ballot proposition by preparing brochures, mailings, doorbelling, and other such activities.

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Surviving Campaign Season

- Check with your Port's policy, statutes and regulations;
- And don't forget to ask your Port Attorney!

