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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***

March 10, 2026
2:00 p.m.

- I. CALL TO ORDER**
- II. ANNOUNCEMENTS AND ROLL CALL**
- III. PLEDGE OF ALLEGIANCE**
- IV. PUBLIC COMMENT** *(Please state your name and address for the public record)*
- V. CONSENT AGENDA**
 - A. Approval of Direct Deposit and ePayments March 3, 2026
 - B. Approval of Warrant Register Dated March 10, 2026
 - C. Approval of Regular Commission Meeting Minutes February 24, 2026
 - D. Approval of Certificate of Appreciation for Tana Bader Inglima
- VI. PRESENTATION**
 - A. Two Cultures One Community Powwow (SKIP/TIM)
- VII. REPORTS, COMMENTS AND DISCUSSION ITEMS**
 - A. Interlocal Agreement between Port and City of Kennewick (TIM)
 - B. Vista Field (TANA)
 - C. CEO Report (if needed) (TIM)
 - D. Commission Meetings (formal and informal meetings with groups or individuals)
 - E. Non-Scheduled Items
(LISA/BRIDGETTE/TANA/NICK/LARRY/AMBER/MICHAEL/DAVID/CAROLYN/TIM/KEN/RAUL/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

FEBRUARY 24, 2026 MINUTES

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

Commission Vice President Skip Novakovich called the Regular Commission Meeting to order at 2:00 p.m.

ANNOUNCEMENTS AND ROLL CALL

The following were present:

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

MOTION: *Commissioner Contreras Gonzalez moved to excuse Commissioner Hohenberg's absence from the February 24, 2026 Commission Meeting; Commissioner Novakovich seconded. With no further discussion, motion carried unanimously. All in favor 2:0.*

Staff Members: Tim Arntzen, Chief Executive Officer
Tana Bader Inglima, Deputy Chief Executive Officer
Nick Kooiker, CFO/Deputy Chief Executive Officer
Amber Hanchette, Director of Real Estate
Michael Boehnke, Director of Operations
Rochelle Olson, Director of Governmental Affairs
Bridgette Scott, Executive Assistant (via telephone)
Lisa Schumacher, Special Projects Coordinator
Carolyn Lake, Port Counsel (via telephone)
David Phongsa, Marketing/Capital Projects Coordinator
Tammy Fine Story, Advisor/CPA, CFE (via telephone)
Philline Go, Senior Accountant

PLEDGE OF ALLEGIANCE

Commissioner Contreras Gonzalez led the Pledge of Allegiance.

PUBLIC COMMENT

No comments were made.

CONSENT AGENDA

- A. Approval of Direct Deposit and E-Payments Dated February 18, 2026**
Direct Deposit and E-Payments totaling \$101,615.55
- B. Approval of Warrant Register Dated February 24, 2026**
Expense Fund Voucher Number 107697 through 107736 for a grand total of \$226,966.40
- C. Approval of Regular Commission Meeting Minutes February 10, 2026**

PORT OF KENNEWICK REGULAR COMMISSION MEETING

FEBRUARY 24, 2026 MINUTES

DRAFT

D. Approval of Fifth Amendment to the Purchase and Sale Agreement with Vista Field, LLC (Vatik Dulo and Ryan Foster) (Lot 25); Resolution 2026-04

E. Approval of Fourth Amendment to the Purchase and Sale Agreement with BlueChart, LLC; Resolution 2026-05

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

PRESENTATIONS

A. Employee Introductions – Finance Department

Mr. Arntzen stated today Mr. Kooiker will introduce the finance department and explain their role at the Port.

Mr. Kooiker briefed Commission on the duties of the finance department and introduced Tammy Fine Story, David Phongsa, and Philline Go.

Ms. Fine outlined her duties at the Port, which include working on the yearly financial statement, budgeting, and internal auditing.

Mr. Phongsa explained his position within the finance department and stated it includes social media marketing and event planning for Columbia Gardens and Vista Field, and tracking capital projects.

Ms. Go is a senior accountant is responsible for accounts payables and receivables, invoicing, payroll, auditing, and federal tax reporting.

B. Delegation of Authority Review

Mr. Arntzen gave a brief overview of the CEO's Delegation of Authority and highlighted how the document helps the staff and Commission (*Exhibit A*). Mr. Arntzen would like to bring it back at a later date for Commission review.

Mr. Kooiker stated this document allows the staff to be adaptable and efficient.

Ms. Lake stated the Delegation of Authority provides a roadmap for the Commission, CEO, and staff of processes to follow.

REPORTS, COMMENTS AND DISCUSSION ITEMS

A. Vista Field

Ms. Bader Inglima reported that the Blueberry Bridal Ribbon Cutting is scheduled for March 10, 2026, at 11:00 a.m. (*Exhibit B*).

B. Kennewick Waterfront

Ms. Hanchette stated Brandi Dayton Art will be opening next week at Columbia Gardens. Ms. Dayton is very excited to start classes and will have a grand opening at a later date

PORT OF KENNEWICK REGULAR COMMISSION MEETING

FEBRUARY 24, 2026 MINUTES

DRAFT

C. CEO Report

Mr. Arntzen reported on the following:

- Mr. Arntzen and Commissioner Novakovich will attend the Two Cultures One Community 2026 Confederated Tribes of the Umatilla Indian Reservation Powwow on Friday, February 27 through March 1, 2026;
- JD Tovey, CTUIR Executive Director was recently nominated and accepted into the College of American Institute of Certified Planners. Mr. Tovey received induction into the College of Fellows, which is the highest honor in the planning profession.

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

Commissioners reported on their respective committee meetings.

E. Non-Scheduled Items

Commissioner Novakovich reported at the recent Council of Governments Board Meeting, Jason McShane, City of Kennewick Mayor, discussed the less restrictive alternative housing for sexually violent predators documentary and is willing to come to the Port to do a presentation. Commissioner Novakovich inquired if there is any interest in having Mr. McShane present on that topic.

Commissioner Contreras Gonzalez stated he is open to Mr. McShane presenting.

Mr. Arntzen stated procedurally, he will speak with the City Manager and then reach out to Mr. McShane.

Commissioner Novakovich stated Kevin Veleke is currently working on purple heart designations for entities and cities. Commissioner Novakovich inquired if the Commission would be interested in a presentation on becoming a purple heart entity.

Commissioner Contreras Gonzalez believes a presentation would be beneficial because of the U.S. Coastguard serving on Clover Island.

Mr. Arntzen will follow up with Commissioner Novakovich for additional details on a path forward.

PUBLIC COMMENTS

Kristopher Dahir, Richland. Mr. Dahir, Executive Director of the Columbia Basin Veterans Center (CBVC) would like the opportunity to present to the Commission on what the CBVC does for the community. The CBVC connects Veteran's to services and helps to create healthy pathways for Veteran's. Mr. Dahir stated the CBVC 2026 Stand with Us Gala is on May 1st and there are several tables remaining and he inquired if the Port would like to purchase a table. Additionally, the CBVC is having a Veterans in business entrepreneurship class, Friday, February 27, 2026.

No further comments were made.

**PORT OF KENNEWICK
REGULAR COMMISSION MEETING**

FEBRUARY 24, 2026 MINUTES

DRAFT

Commissioner Novakovich stated at this time, the Port Commission will recess to Executive Session as allowed by law, pursuant to RCW 42.30.110 (1)(i)(iii) to discuss: one matter related to the legal and financial risk of a proposed action that the agency has identified when public discussion of the legal risks is likely to result in an adverse legal or financial consequence to the agency. No decision will be made in executive session, and no action will be taken at the public portion of the meeting afterwards as a result of the executive session. The executive session will last approximately 35 minutes. This will allow time to disconnect and reconnect to the virtual meetings. Commissioner Novakovich asked the public to notify Port staff if they will return after the executive session so staff can advise if the session concludes early.

Commissioner Novakovich recessed the Regular Commission Meeting at 2:59 p.m. until 3:34 p.m.

Commissioner Novakovich convened the meeting into Executive Session at 2:59 p.m. for approximately 35 minutes.

EXECUTIVE SESSION

RCW 42.30.110 (1)(i)(iii)

Commissioner Novakovich adjourned the Executive Session at 3:28 p.m.

Commissioner Novakovich reconvened Regular Commission Meeting at 3:29 p.m.

No decisions or actions were made as a result of the Executive Session.

ADJOURNMENT

With no further business to bring before the Board; the meeting was adjourned at 3:29 p.m.

APPROVED:

**PORT of KENNEWICK
BOARD of COMMISSIONERS**

Kenneth Hohenberg, President

Skip Novakovich, Vice President

Raul Contreras Gonzalez, Secretary

PORT OF KENNEWICK

RESOLUTION No. 2026-04

***A RESOLUTION OF THE BOARD OF COMMISSIONERS
OF THE PORT OF KENNEWICK APPROVING THE FIFTH AMENDMENT
TO THE PURCHASE & SALE AGREEMENT WITH
VISTA FIELD, LLC***

WHEREAS, on or about April 14, 2025 the Parties entered into a First Amendment to Purchase and Sale Agreement to (i) change the number of parking spaces assigned to Purchaser, adjust the square footage of the Property that Purchaser is purchasing from thirteen thousand seventy-seven (13,077) square feet to fourteen thousand two hundred fifty-eight (14,258) square feet; (iii) increase the proposed dwelling units from thirty (30) units to forty-seven (47) units; (iv) create new easement rights related to accessing Seller's stormwater infrastructure; (v) increase the purchase price from four hundred eighteen thousand dollars (\$418,000.00) to six hundred forty-five thousand dollars (\$645,000.00) to reflect the increased square footage; and (vi) increase the earnest money deposit from twenty thousand nine hundred dollars (\$20,900.00) to thirty-two thousand two hundred fifty dollars (\$32,250); and

WHEREAS, on or about April 23, 2025 the Parties entered into a Second Amendment to Purchase and Sale Agreement to (i) extend closing by 120 days pursuant to Section 7.4 of the Purchase and Sale Agreement, and (ii) assign the Purchase and Sale Agreement from Vatik Dulo and Ryan Foster to Vista Field, LLC; and

WHEREAS, on or about September 5, 2025 the Parties entered into a Third Amendment to Purchase and Sale Agreement to extend closing by 120 days pending investigation of PFAS discovery on lot 31; and

WHEREAS, on or about December 9, 2025 the Parties entered into a Fourth Amendment to Purchase and Sale Agreement to extend closing by 60 days pending investigation of PFAS discovery on lot 31; and

WHEREAS, the Parties now wish to enter into this Fifth Amendment to Purchase and Sale Agreement to extend closing by an additional ninety (90) days pending a formal determination by Department of Ecology on isolated lot 31 PFAS discovery. New closing expiration is May 18, 2026.

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 an Amendment to extend the closing period Vista Field LLC by 90 days.

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 24th day of February, 2026.

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

By: Excused

KENNETH HOHENBERG, President

By: 
0E53A30E1C8E442...

SKIP NOVAKOVICH, Vice President

By: 
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RAUL CONTRERAS-GONZALEZ, Secretary

PORT OF KENNEWICK

RESOLUTION No. 2026-05

***A RESOLUTION OF THE BOARD OF COMMISSIONERS
OF THE PORT OF KENNEWICK APPROVING THE FOURTH
AMENDMENT TO THE PURCHASE & SALE AGREEMENT WITH
BLUECHART, LLC***

WHEREAS, the Port Commission entered into a Reservation & Takedown Agreement and Phase One Purchase and Sale Agreement with BlueChart LLC dated April 1, 2025 to construct single family attached and detached homes over multiple phases throughout the Port's Vista Field redevelopment project; and

WHEREAS, on or about June 10, 2025, the Parties entered into the First Amendment of Purchase and Sale Agreement, which granted a sixty (60) day extension to the existing ninety (90) day Feasibility Study Period for a total of one hundred fifty (150) days to refine elements of the Phase One design and allow the Port of Kennewick team time to estimate costs for the proposed elements; and

WHEREAS, on or about August 12, 2025 the Parties entered into the Second Amendment of Purchase and Sale Agreement, which granted an additional one hundred twenty (120) days to the Feasibility Study Period for a total of two hundred seventy (270) days pending investigation of PFAS discovery on lot 31; and

WHEREAS, on or about December 9, 2025 the Parties entered into the Third Amendment of Purchase and Sale Agreement, which granted an additional sixty (60) days to the Feasibility Study Period for a total of two hundred seventy (330) days pending investigation of PFAS discovery on lot 31; and

WHEREAS, the Parties wish to again amend the Purchase and Sale Agreement as it relates to the extension of the Feasibility Study Period to add an one hundred eighty (180) days onto the existing two hundred seventy (330) day Feasibility Study Period for a total of five hundred ten (510) days pending a formal determination by Department of Ecology on isolated PFAS discovery on lot 31. New feasibility expiration is August 24, 2026.

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 an Amendment to extend the feasibility period for Phase One by and additional 180 days.

RESOLUTION No. 2026-05
Page 2

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 24th day of February 24, 2026.

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

By: Excused

KENNETH HOHENBERG, President

By: 
0E53A30E1C8E442...

SKIP NOVAKOVICH, Vice President

By: 
5D13B8E79C1A45F...

RAUL CONTRERAS GONZALEZ, Secretary

CONTRACTS FOR PERFORMANCE OF WORK

Part 3.0

1.0 CONTRACTS FOR PERFORMANCE OF WORK

The CEO may, without prior Commission approval, execute contracts for work where the total contract does not exceed \$200,000 a year.

CONTRACTS FOR PERFORMANCE OF WORK

Part 3.0

1.0 CONTRACTS FOR PERFORMANCE OF WORK

And as so long as all laws, regulations, and Port approved budget are followed.

CONTRACTS FOR PERFORMANCE OF WORK

Part 3.0

1.0 CONTRACTS FOR PERFORMANCE OF WORK

On contracts over the \$200,000 the CEO may complete and sign all necessary documents after Commission approval.

CONTRACTS FOR PERFORMANCE OF WORK

Part 3.0

8. EXEMPTIONS TO COMPETITIVE BIDDING

EMERGENCY. When an emergency that poses a threat to life or property, the CEO may execute any contracts necessary to respond to the emergency.

CONTRACTS FOR PERFORMANCE OF WORK

Part 3.0

8. EXEMPTIONS TO COMPETITIVE BIDDING

EMERGENCY. At the next Commission meeting following the CEO's finding of emergency, the CEO must request Commission ratification of any contracts awarded.

TREASURER AND PETTY CASH ACCOUNTS

Part 9.0

2.0 SIGNING AUTHORITY

The Commission authorizes the Port Auditor to certify and sign all financial institution transactions necessary to properly manage the Port's operations and finances.

TREASURER AND PETTY CASH ACCOUNTS

Part 9.0

2.0 SIGNING AUTHORITY

Provided that a warrant register is provided to the Commission to sign and ratify at the next regular meeting.

TREASURER AND PETTY CASH ACCOUNTS

Part 10.0

TRAVEL

The CEO is authorized to approve, without prior authorization of the Commission, travel by employees for the purpose of valid Port travel that is within the approved budget.

PORT HOLIDAYS, PAID TIME OFF, LEAVE AND BENEFITS

Part 11.0

PORT HOLIDAYS, PAID TIME OFF, LEAVE AND BENEFITS

The CEO is authorized to establish and manage employees' holidays, paid time off ("PTO"), leave, and benefits as deemed necessary.

FRAUD PREVENTION AND ETHICS

Part 19.0

FRAUD PREVENTION AND ETHICS

The Port CEO will develop a procedure and facilitate timely notification of and take immediate action on any known or reported suspected loss of Port funds or assets, fraud or any illegal activity.



Blueberry Bridal Boutique
now open by appointment



You're Invited!

RIBBON CUTTING
VISTA FIELD'S FIRST BUSINESS

BLUEBERRY BRIDAL BOUTIQUE
625 Crosswind Blvd.
Kennewick, WA 99336

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



With our Greatest

APPRECIATION

We Hereby Honor

Tama Bader Jugolina

We appreciate your outstanding 18 years of service.

loyalty, enthusiasm, dedication and teamwork.

May the blessings of good health, a loving family,

good friends and the contentment of

a job well done fill your life with happiness.

With Best Wishes for a Happy Retirement!

Kenneth Hohenberg
President

Skip Novakovich
Vice-President

Raul Contreras Gonzalez
Secretary

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

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

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

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

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

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

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

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

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

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

1. PURPOSE

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

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

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

2. ADMINISTRATION

A. KPFD

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

B. Contents

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

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

3. SPECIFICATIONS

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

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

4. **TERM**

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

5. **COSTS**

A. **Design**

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

B. **Construction**

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

C. **Change Orders**

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

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

D. **Invoices**

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

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

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

E. Payments

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

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

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

6. RELATIONSHIP

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

7. PARTIES' RESPONSIBILITIES

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

8. COMMUNICATION

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

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

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

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

9. AMENDMENT

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

10. ASSIGNMENT

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

11. TERMINATION

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

12. DOCUMENT OWNERSHIP

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

13. GENERAL REQUIREMENTS

A. Meetings

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

B. Progress Reports

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

14. INDEMNIFICATION

A. City's Indemnification and Hold Harmless

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

B. KPF's Indemnification and Hold Harmless

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

C. Port's Indemnification and Hold Harmless

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

15. ADVERSE CHANGE IN LAW

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

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

16. DISPUTE RESOLUTION

A. Good Faith

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

B. Arbitration

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

C. Venue, Law, and Jurisdiction

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

D. Attorneys' Fees

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

17. SEVERABILITY

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

18. SURVIVABILITY

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

19. WAIVER

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

20. PUBLIC DISCLOSURE

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

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

21. FILING

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

22. NO PUBLIC DUTY, THIRD PARTY BENEFICIARIES, PARTNERSHIPS

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

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

23. RECORDS RETENTION AND AUDIT

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

24. COUNTERPARTS

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

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

CITY OF KENNEWICK

Jason R. McShane
Mayor

Date

Attest:

Krystal Johnston
City Clerk

Date

Approved as to form:

Laurencio Sanguino
City Attorney

Date

KENNEWICK PUBLIC FACILITIES DISTRICT

Calvin Dudney
President

Date

Attest:

Megan Caldwell
Ex-Officio Clerk

Date

Approved as to form:

Heidi Ellerd
Attorney

Date

PORT OF KENNEWICK

Tim Arntzen CEO

Date

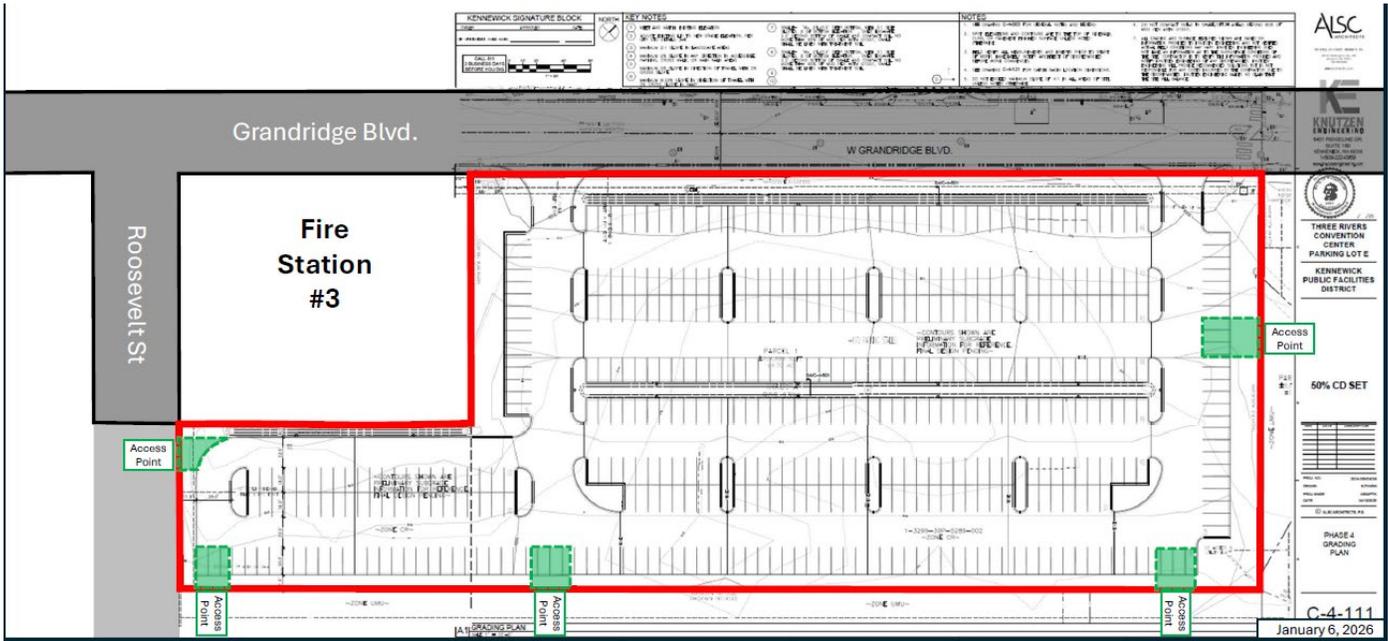
Approved as to form:

Carolyn Lake
Port Attorney

Date

EXHIBIT A

Conceptual Port Proposed Design Changes



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

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

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

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

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

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

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

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

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

1. LICENSE

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

2. NON-EXCLUSIVE VARIABLE JOINT-USE

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

3. ACCESS

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

4. TERM

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

5. COSTS

A. Maintenance

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

B. Repairs

The Licensors shall repair, replace, or repaint damaged:

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

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

C. Invoices

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

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

D. Payments

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

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

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

6. PERMITTED USERS/RIGHT TO USE

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

7. COVENANTS RUN WITH THE LAND

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

8. LIMITED AND NON-USE

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

9. AMENDMENT

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

10. ASSIGNMENT

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

11. TERMINATION

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

12. INDEMNIFICATION

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

13. DISPUTE RESOLUTION

A. Good Faith

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

B. Arbitration

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

C. Venue, Law, and Jurisdiction

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

D. Attorneys’ Fees

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

14. SEVERABILITY

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

15. SURVIVABILITY

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

16. WAIVER

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

17. PUBLIC DISCLOSURE

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

18. **FILING**

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

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

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

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

20. **RECORDS RETENTION AND AUDIT**

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

[Signature Pages Follow]

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

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

CITY OF KENNEWICK

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

Attest:

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

Approved as to form:

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

KENNEWICK PUBLIC FACILITIES DISTRICT

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

Attest:

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

Approved as to form:

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

PORT OF KENNEWICK

Tim Arntzen
Port CEO

Date

Attest:

Name
Title

Date

Approved as to form:

Carolyn Lake
Port Attorney

Date