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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

August 25, 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 city of residence for the public record)*
- V. CONSENT AGENDA**
 - A. Approval of Direct Deposit and ePayments August 17, 2026
 - B. Approval of Warrant Register Dated August 25, 2026
 - C. Approval of Regular Commission Meeting Minutes August 11, 2026
 - D. Approval of Fifth Amendment to the Purchase and Sale Agreement with BlueChart, LLC; Resolution 2026-13
 - E. Approval of Change Order #2 to Kim Fetrow Photography Contract; Resolution 2026-15
- VI. PRESENTATIONS**
 - A. Recognition Plaque and Ambassador Appointment; Resolution 2026-14 (**SKIP**)
 - B. Botanas Culichi Back to School Event (**DAVID**)
 - C. Draft 2027-2028 Work Plan (**LARRY**)
- VII. REPORTS, COMMENTS AND DISCUSSION ITEMS**
 - A. Vista Field
 - 1. Crosswind Boulevard Striping Project (**LARRY**)
 - B. CEO Report (if needed) (**TIM**)
 - C. Commission Meetings (formal and informal meetings with groups or individuals)
 - D. Non-Scheduled Items
LISA/BRIDGETTE/ROCHELLE/NICK/LARRY/AMBER/MICHAEL/DAVID/CAROLYN/TIM/RAUL/SKIP/KEN
- VIII. PUBLIC COMMENT** *(Please state your name and city of residence for the public record)*
- IX. ADJOURNMENT**

PLEASE SILENCE ALL NOISE MAKING DEVICES



PORT OF KENNEWICK REGULAR COMMISSION MEETING

**PORT of
KENNEWICK**

DRAFT

AUGUST 11, 2026 MINUTES

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

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

ANNOUNCEMENTS AND ROLL CALL

The following were present:

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

MOTION: *Commissioner Contreras Gonzalez moved to excuse Commissioner Hohenberg's absence from the August 11, 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
Nick Kooiker, CFO/Deputy Chief Executive Officer
Larry Peterson, Director of Planning (via telephone)
Amber Hanchette, Director of Real Estate (via telephone)
Michael Boehnke, Director of Operations
Rochelle Olson, Director of Governmental Relations
Bridgette Scott, Executive Assistant (via telephone)
Lisa Schumacher, Special Projects Coordinator
David Phongsas, Marketing/Capital Projects Coordinator
Carolyn Lake, Port Counsel (via telephone)

PLEDGE OF ALLEGIANCE

Don Wicks led the Pledge of Allegiance.

PUBLIC COMMENT

No comments were made.

CONSENT AGENDA

- A. Approval of Direct Deposit and E-Payments Dated July 17, 2026**
Direct Deposit and E-Payments totaling \$103,662.17
- B. Approval of Warrant Register Dated July 28, 2026**
Expense Fund Voucher Number 108137 through 108175 for a grand total of \$180,078.32
- C. Approval of Regular Commission Meeting Minutes July 14, 2026**
- D. Approval of Direct Deposit and E-Payments Dated July 31, 2026**
Direct Deposit and E-Payments totaling \$131,788.04

PORT OF KENNEWICK REGULAR COMMISSION MEETING

AUGUST 11, 2026 MINUTES

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E. Approval of Warrant Register Dated August 11, 2026

Expense Fund Voucher Number 108176 through 108220 for a grand total of \$165,771.75

F. Approval of Certificate of Appreciation and Retirement for Michael Melia

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.*

PRESENTATION

A. Purple Heart Proclamation, Kevin Veleke & Kennewick VFW Honor Guard Members

Commissioner Novakovich introduced Kevin Veleke, former Kennewick Man of the Year, who has done a lot of work around the Tri-Cities for Veteran's Memorials.

Mr. Veleke, Veteran of Foreign Wars (VFW) member, a Marine, and Vietnam Veteran, has been working as a coordinator of the Purple Heart Project, and stated the Port of Kennewick is the first Port in Washington to be designated a Purple Heart Port. Mr. Veleke introduced members of local VFW Post 5785, including Purple Heart recipient and Army veteran Don Wicks, Army veteran Jim Witt, Marine veteran Kevin Veleke and Navy veteran Mike Dotson. The VFW is an organization that serves veterans and provides support and leadership to youth organizations in the Tri-Cities. Honor Guard members provide Color Guard services for Veteran's funerals, parades, baseball games, and school assemblies.

Commissioner Novakovich read a Proclamation Declaring Port of Kennewick as a Purple Heart Port (*Exhibit A*) into the record and presented the Proclamation to Mr. Wicks.

"WHEREAS, Port of Kennewick and our community have great admiration and the utmost gratitude and respect for all who have served, and are selflessly serving our country and community in the Armed Services; and

WHEREAS, veterans have paid the high price of freedom by leaving their families and communities and placing themselves in harm's way for the good of all; and

WHEREAS, the contributions and sacrifices of the men and women who served the Armed Services have been vital in maintaining our freedoms and way of life; and

WHEREAS, many men and women in uniform have given their lives while serving in the Armed Forces; and

WHEREAS, service members of our country and community have received the Purple Heart Medal as a result of being wounded while engaging in combat with an enemy force, construed as a singularly meritorious act of essential service; and

WHEREAS, the Port of Kennewick, Kennewick, WA, seeks to remember and

PORT OF KENNEWICK REGULAR COMMISSION MEETING

AUGUST 11, 2026 MINUTES

DRAFT

recognize veterans who are recipients of the Purple Heart Medal; and

WHEREAS, the James E. Rosselot Post #5785 of the Veterans of Foreign Wars, Kennewick, WA, which represents and advocates for veterans in the community of Kennewick and the Tri-Cities, requests the Port of Kennewick to declare itself a Purple Heart Port.

NOW THEREFORE, the Commissioners of Port of Kennewick do hereby proclaim Port of Kennewick to be a Purple Heart Port, honoring the service and sacrifice of our nation's men and women in uniform, wounded or killed by the enemy while serving to protect our freedoms.

ADOPTED this 11th day of August 2026."

B. Maintenance Department Update

Mr. Boehnke presented an update on the maintenance program that the team uses to track work orders, projects, outstanding and routine maintenance. Our new Maintenance Manager researched the program and learned we can track maintenance, service and costs for Port vehicles and equipment (*Exhibit B*). The capability of the software is far reaching and will assist our department tremendously.

REPORTS, COMMENTS AND DISCUSSION ITEMS

A. Retirement of Commissioner Ken Hohenberg

Mr. Arntzen stated the Port received a letter from Commissioner Hohenberg and read the letter into the record (*Exhibit C*):

"Effective September 1, 2026, I have decided it would be in my best interest to step down from my position as port commissioner to be able to spend more time with my family. The last 4 ½ years have been rewarding as the district 1 commissioner. Vista Field continues to grow, and I know the current commissioners will continue to make Vista Field their number one priority. Sincerely Ken Hohenberg"

Commissioner Novakovich stated this is a loss to the Port of Kennewick. Commissioner Hohenberg is an amazing person and friend, who spent a lot of time serving the community. Commissioner Hohenberg worked tirelessly and has been a tremendous asset to the Port.

Commissioner Contreras Gonzalez expressed his appreciation and inquired if the Port can offer Commissioner Hohenberg an Ambassador position if he is interested.

Commissioner Novakovich inquired if staff can put the Ambassador Program on the next Agenda for discussion.

Mr. Arntzen stated the Commission previously discussed some edits to the program and staff updated the policy. Mr. Arntzen believes it will apply in this situation and if the Commission

PORT OF KENNEWICK REGULAR COMMISSION MEETING

AUGUST 11, 2026 MINUTES

DRAFT

would like to consider that, he will work with staff to get it on the agenda for the next meeting. Mr. Arntzen outlined the specifics of the Ambassador program.

It is the Consensus of the Commission to accept Commissioner Hohenberg's resignation, effective September 1, 2026.

Mr. Arntzen stated the next step will be the appointment process, where the Port will follow the statutory procedures for replacement of a Port Commissioner. The vacancy does not go into effect until September 1, 2026. Mr. Arntzen and Ms. Lake will work on the process and present it at a future Commission Meeting and stated we will remain completely transparent during the process. Mr. Arntzen stated the final applicant would serve the balance of Commissioner Hohenberg's term, until December 31, 2027.

B. 2027-2028 Budget Memo

Mr. Arntzen stated staff have been working on the 2027-2028 draft Budget and at the next Commission Meeting staff will present the 2027-2028 draft Work Plan, which is a list of projects the Commission would like to see accomplished and essentially sets the Budget. Mr. Arntzen stated the Commission's priority has been the development of Vista Field, and he expects it will remain at the top of the list. The majority of items are projects the Commission has already discussed or that have been allocated previously, for example, the commitment to BlueChart Homes.

Mr. Kooiker stated there are several items in the draft budget that the Commission has already committed to. The focus needs to be on sustainability, and projecting five to ten years out, to protect what we have. Mr. Kooiker stated the CTUIR Powwow assistance, by direction of the Commission, will utilize the entire opportunity fund for 2027-2028. Mr. Kooiker briefed the Commission on the schedule for the Work Plan and Budget:

- August 25, 2026: Present Draft 2027-2028 Work Plan;
- September 8, 2026: Approval 2027-2028 Work Plan;
- September 22-October 27th, 2026: Discuss 2027-2028 Draft Budget.

C. Vista Field

1. Parking Lot Project

Mr. Peterson stated the Port will be adding striping and signage to Crosswind Boulevard for a new parking lane. This is a previous commitment made to the City of Kennewick and the Kennewick Fire Department and a minor change to the roadway. Additionally, currently out for bid is the upcoming parking lot project for the North and South Woonerf, located east of Kuki Izakaya and Blueberry Bridal. The 62-spot parking lot will serve existing businesses and lots available for sale. The bids are due September 2, 2026, and Mr. Peterson will present the bid to the Commission for possible approval on September 8, 2026.

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D. Kennewick Waterfront

1. Columbia Drive Overlay and Restriping Project

Mr. Peterson reported the City of Kennewick will be paving and re-striping Columbia Drive and is seeking input on creating a center turn lane into Columbia Gardens (*Exhibit D*). The Port coordinated with local businesses on Columbia Drive and sent a letter to the City, supporting the center turn lane.

2. Passenger Boat Update

Mr. Arntzen briefed the Commission on the passenger boat and stated the ports of Pasco & Benton are supportive of the idea. Mr. Arntzen will work with Karl Dye, CEO of TRIDEC on a potential external funding source.

3. Washington Economic Development Association (WEDA) Reception

Commissioner Novakovich reported that the Washington Economic Development Association (WEDA) held a conference in the Tri-Cities and over 200 people attended. The Association held a reception at Columbia Gardens on Wednesday evening, and it was very well attended.

Ms. Olson stated Mr. Phongsa was a great support to WEDA and it was an opportunity for the Port to showcase Columbia Gardens. Ms. Olson stated Commissioner Novakovich made the welcoming remarks at the event.

Mr. Phongsa coordinated with the businesses, and everyone was busy and happy with the turnout.

4. Columbia Gardens Tree Removal

Mr. Boehnke reported that four trees were removed from a vacant lot in Columbia Gardens (*Exhibit E*). The trees were well past their life span and a safety hazard. The removal opened up a beautiful waterfront lot.

5. Lighthouse Swallows

Mr. Arntzen reported the nesting season is over for the swallows and we can now clean up the lighthouse. Mr. Arntzen will be working with Chris Herath on a solution to deter the swallows from building nests on the lighthouse in the future.

E. CEO Report

Mr. Arntzen introduced Friend of the Port, Mark Blotz, former Clover Island Inn Manager/Owner.

Mr. Blotz thanked the Commission for bringing in the VFW and stated his dad was a member who served in World War II. Mr. Blotz brought a variety of music acts to Clover Island over the last 20 years and was proud of the concert series. Mr. Blotz updated the Commission on his travels and thanked Mr. Arntzen for the opportunity to come by and say hello.

PORT OF KENNEWICK REGULAR COMMISSION MEETING

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Mr. Arntzen reported on the following:

- The port team attended a second John Maxwell training that focused on improved internal communication and “blind spots.”
- US Army Corps of Engineers will be hosting a tour of the jurisdictions for the new Commander. Locations include Clover Island and Duffy’s Pond.
- Mr. Arntzen and Commissioner Novakovich will be part of a breakout session at the WPPA Environmental Conference in September. The Port representatives and PFAS team have been asked to present how the Port dealt with the PFAS issue at Vista Field.

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

Commissioners reported on their respective committee meetings.

G. Non-Scheduled Items

Mr. Phongsa wished Commissioner Contreras Gonzalez a happy birthday.

Mr. Arntzen stated Ms. Lake will also be present for the WPPA PFAS session.

Commissioner Contreras Gonzalez thanked everyone for their birthday wishes.

Commissioner Novakovich stated Commissioner Hohenberg will be missed, but he understands that he needs to spend time with his family. Commissioner Novakovich expressed his appreciation for all the work Commissioner Hohenberg did for the community and Port.

Commissioner Novakovich inquired if there was a plan for the lot where the trees were removed.

Mr. Boehnke said there are no immediate plans, but the lot will be used for additional parking.

PUBLIC COMMENTS

No comments were made.

ADJOURNMENT

With no further business to bring before the Board; the meeting was adjourned at 3:21 p.m.

**PORT OF KENNEWICK
REGULAR COMMISSION MEETING**

AUGUST 11, 2026 MINUTES

DRAFT

APPROVED:

**PORT of KENNEWICK
BOARD of COMMISSIONERS**

Kenneth Hohenberg, President

Skip Novakovich, Vice President

Raul Contreras Gonzalez, Secretary



PORT of KENNEWICK

Proclamation Declaring Port of Kennewick As A Purple Heart Port

WHEREAS, Port of Kennewick and our community have great admiration and the utmost gratitude and respect for all who have served, and are selflessly serving our country and community in the Armed Services; and

WHEREAS, veterans have paid the high price of freedom by leaving their families and communities and placing themselves in harm's way for the good of all; and

WHEREAS, the contributions and sacrifices of the men and women who served the Armed Services have been vital in maintaining our freedoms and way of life; and

WHEREAS, many men and women in uniform have given their lives while serving in the Armed Forces; and

WHEREAS, service members of our country and community have received the Purple Heart Medal as a result of being wounded while engaging in combat with an enemy force, construed as a singularly meritorious act of essential service; and

WHEREAS, the Port of Kennewick, Kennewick, WA, seeks to remember and recognize veterans who are recipients of the Purple Heart Medal; and

WHEREAS, the James E. Rosselot Post #5785 of the Veterans of Foreign Wars, Kennewick, WA, which represents and advocates for veterans in the community of Kennewick and the Tri-Cities, requests the Port of Kennewick to declare itself a Purple Heart Port.

NOW THEREFORE, the Commissioners of Port of Kennewick do hereby proclaim Port of Kennewick to be a Purple Heart Port, honoring the service and sacrifice of our nation's men and women in uniform, wounded or killed by the enemy while serving to protect our freedoms.

ADOPTED this 11th day of August 2026.


Skip Novakovich, Commissioner


Raul Contreras Gonzalez, Commissioner



Tasks I've assigned

This week (0)

Upcoming (0)

Overdue (0)

Completed

✓

Tasks you assign that are due this week will show up here.

Assign task

People Frequent collaborators ▾			
This week		This month	
	Michael A Melia	0 overdue	0 completed
	Chad Purdy	0 overdue	0 completed
	Kandy Yates	0 overdue	0 completed

Drag and drop new widgets

 Customize

Create

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Group

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Incoming Request's						
Trim up wisteria over entry arch at 313 buidling 2	Mike Boehnke	Tomorrow	Columbi...			
Wine village has a leak in the wall and needs to be fixed.	Chad Purdy		Columbi...		CP AE L MB	
Frame in small roll up door at Vista Field Storage Hanger 1	Mike Boehnke	Aug 28	Vista Field		CP AE	Jul 10
Add task...						
To Do						
Marina - Meter Readers need to be installed/checked	Mike Boehnke		Marina		MB	
C-Dock near 116 fire extinguisher box damaged 1	Anthony Eles...		Marina			
C-Dock has pigeons nesting on the end of C-Dock	Mike Boehnke		Marina	Ross Rada		May 14
Fix Dock Box C-114 1	Mike Boehnke		Marina		MM AE L	
Tasting Room Wine Gordon/Muret	Michael A M...		Columbi...		MM	May 14
Wrong time on Clock crooked light fixture - Columbia Gardens 1	Mike Boehnke		Columbi...		CP	
Clean Gutters - 313, 421 (Columbia Gardens)	Mike Boehnke	Mar 3, 2035	Columbi...		AE L JM	
Vista Field - Items Per Tana	Mike Boehnke		Vista Field		MM AE L CP	May 14
VF - Signs Place no fish	Mike Boehnke		Vista Field			May 14
Exterior lights at Vista Field Facility Storage	Mike Boehnke		Vista Field		MM AE L	
Purchase and install Tule at the Gathering Place	Mike Boehnke		Clover Is...		AE JM L	
Plantings in the Gathering Place (Spring) 1	Mike Boehnke		Clover Is...		CP	
Install Bird Spikes on Marina Gates	Mike Boehnke		Clover Is...		AE	
Lighthouse wall stones needed	Mike Boehnke		Clover Is...		MM AE L	
Fix Maglock - Boat Launch Restroom/Schedule 2	Michael A M...		Clover Is...	APS		
Replace Soap Dispensers in Men's and Women's Restroom 2 1	Kandy Yates		Roosevelt			
Yacht Club Trees - tripping hazard grind roots 8	Mike Boehnke		Yacht Club	Tree removal co...	MM	
Yacht Club Marina Standpipe	Mike Boehnke		Yacht Club		MB	May 14
Inspection front windows in office	Mike Boehnke		Port Office	Perfection	MB	May 14
Change Thermostat for colder weather	Mike Boehnke	Oct 1, 2028	Port Office		CP	
Odometer Reading - Monthly Check In 1 10	Chad Purdy	Sep 1				

+

Create

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Home

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My tasks

Projects

Portfolios

Work

To Do

Truck Maintenance

Equipment Mainten...

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Truck Maintenance

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+ Add task

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[EXAMPLE] EMB-14 — Needle bar realignment		Jul 20	EMB-14	Ford F-2...	Corrective	Weekly	Comple...
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Chad's F-250							
Oil Change							
New Tires							
Tire Rotation							
New Battery							
Other Maintenance							
Add task...							
Anthony's GMC							
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New Tires							
Tire Rotation							
New Battery	Anthony Eles...	Aug 3		GMC	Preventive		
Other Maintenance							
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Mike's GMC							
Oil Change							
New Tires							
Tire Rotation							
New Battery							
Other Maintenance							
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Ryan's Chevy							

Create

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Portfolios

Work

To Do

Truck Maintenance

Equipment Maintenance

Equipment Inventory

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Add task...							
Mowers							
Add task...							
Chainsaws							
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Hedge Trimmers							
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Backpack Blowers							
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Trailers							
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Generators							
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EXHIBIT B

August 7, 2026

Mr. Tim Arntzen
Chief Executive Officer
Port of Kennewick
350 Clover Island Drive, Suite 200
Kennewick, WA 99336

Tim,

Effective September 1, 2026, I have decided it would be in my best interest to step down from my position as port commissioner to be able to spend more time with my family. The last 4 ½ years have been rewarding as the district 1 commissioner. Vista Field continues to grow and I know the current commissioners will continue to make Vista Field their number one priority.

Sincerely,

DocuSigned by:
Kenneth Hohenberg
89F77EAC8921416...
Ken Hohenberg



July 22, 2026

Subject: P2601 Columbia Drive & Clearwater Ave. Pavement Preservation
Columbia Drive Lane Reconfiguration

Dear Property Owner,

The City of Kennewick is pleased to announce that it has received Federal funding for the Columbia Drive and Clearwater Avenue Pavement Preservation Project. The project includes grinding and overlaying Columbia Drive from Fruitland Street to SR-397 and Clearwater Avenue from Kellogg Street to Union Street.

The new asphalt overlay will provide a smoother, more durable driving surface, extend the service life of the roadway, and improve overall ride quality. As part of the project, pavement markings will be upgraded to enhance safety, and sidewalk crossings and pedestrian curb ramps will be reconstructed to meet current Americans with Disabilities Act (ADA) standards.

Design is anticipated to begin in late Summer 2026, with construction currently planned for Spring 2027.

As part of the design process, the City is evaluating current traffic operations along the corridor to identify opportunities to improve both safety and traffic flow. Because the roadway will already be restriped following the overlay, modifications to the existing lane configuration can be implemented with little to no additional project cost.

One improvement under consideration is the addition of a two-way center left-turn lane on Columbia Drive between Washington Street and SR-397 (North Gum Street).

The City has received feedback from several commercial property owners and managers along this corridor expressing concerns about vehicles waiting to make left turns into their businesses. Currently, these vehicles must stop within a through lane, increasing the potential for rear-end collisions. A dedicated center turn lane would provide a protected area for these turning movements, improving both safety and traffic operations.

To accommodate the proposed center turn lane within the existing roadway width, on-street parking along this segment of Columbia Drive would be removed. "No Parking" signs would also be installed in order to deter on-street parking.

EMAIL heath.mellotte@ci.kennewick.wa.us **PHONE** 509-585-4287 **CELL** 509-405-5857
ADDRESS 210 W 6th Ave. Kennewick, WA 99336-0108
WEBSITE go2kennewick.com

The City welcomes your input on this proposed lane reconfiguration. Please submit your comments, whether in support of or opposed to the proposal, to Heath Mellotte, Design Services Manager, at heath.mellotte@ci.kennewick.wa.us no later than Friday, August 7, 2026. Your feedback will be considered as the design process moves forward.

Thank you for your time and participation in helping improve our community's transportation system.

Sincerely,

A handwritten signature in black ink that reads "Heath Mellotte". The signature is written in a cursive, flowing style.

Heath Mellotte, P.E.
Design Services Manager

Attachment: Exhibit Map

cc: Sandra Quandt
Project File

EMAIL heath.mellotte@ci.kennewick.wa.us **PHONE** 509-585-4287 **CELL** 509-405-5857
ADDRESS 210 W 6th Ave. Kennewick, WA 99336-0108
WEBSITE go2kennewick.com





PORT of
KENNEWICK

350 CLOVER ISLAND DRIVE, SUITE 200, KENNEWICK WASHINGTON 99336 509-586-1186 WWW.PORTOFKENNEWICK.ORG

August 4, 2026

Heath Mellotte, P.E.
Design Services Manager
City of Kennewick
210 W. 6th Ave., Kennewick, WA 99336

RE: Support for Columbia Drive Lane Reconfiguration

Dear Mr. Mellotte:

Port of Kennewick strongly supports city of Kennewick's proposal to add a two-way center left-turn lane on Columbia Drive between Washington Street and SR 397 (North Gum Street).

The lane reconfiguration is a crucial change that will significantly increase safety for drivers and pedestrians and improve access to the businesses along that stretch of Columbia Drive, including the port's Columbia Gardens Artisan Village.

We have also received reports from several business owners at Columbia Gardens of near-miss accidents and collisions as people wait in the busy roadway to make the left turn. Additionally, some of our employees have narrowly escaped being hit as they are stopped in traffic.

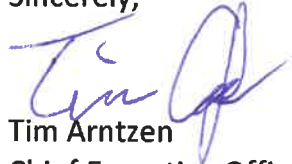
Such a necessary improvement is also in alignment with the city/port joint Historic Waterfront District Master Plan, which was developed with input from community members and other stakeholders. From that plan:

The port should support the city's efforts to improve Washington Street and Columbia Drive to reduce traffic speed, improve comfort and safety for pedestrians and bicyclists, and further create a unique district identity. Further, the plan recommends the port and city identify additional ways to partner to better connect the two areas and increase the economic vitality of both. These could include adopting design standards for the greater area, improving wayfinding, and adding safe and comfortable pedestrian and bicycle connections.

Thank you for your efforts to address this issue that will protect public safety and improve access for Columbia Gardens and the many businesses along Columbia Drive that will benefit from reconfiguring the lanes.

On behalf of Port of Kennewick, I encourage the city to add a two-way center left-turn lane as a demonstration of public safety and traffic flow. You have our full backing.

Sincerely,



Tim Arntzen
Chief Executive Officer

cc: Erin Erdman, City Manager, City of Kennewick



















AGENDA REPORT

TO: Port Commission

FROM: Amber Hanchette, Director of Real Estate

MEETING DATE: August 25, 2026

AGENDA ITEM: BlueChart LLC Phase One Purchase & Sale Agreement Feasibility Extension – AMENDMENT #5

I. REFERENCE(S):

Amendment #5 – Phase One Purchase and Sale Agreement - 60-day Feasibility Extension
Resolution 2026-13

II. DISCUSSION:

At a regularly scheduled Port Commission meeting on March 25, 2025, Commissioners approved a Phase One purchase and sale agreement with BlueChart LLC for the first single family home neighborhood in Vista Field.

A PFAS discovery on Lot 31 in late June 2025 prompted the Port to pause its own construction projects at Vista Field for common area parking lots and support infrastructure to BlueChart. Subsequent sitewide soil sampling indicated that at Vista Field levels of PFAS are extremely low and below state clean up levels with the exception of one sample isolated to Lot 31. The Port initiated remediation efforts through a Clean Up Action Plan developed by its environmental consultant Landau Associates and received a ‘no further action’ determination from the Washington State Department of Ecology on June 11, 2026.

Upon receipt of the No Further Action determination, Port staff re-ignited conversations with BlueChart representatives to complete an Approved Development Plan for Phase One single family home design and public space amenities in Vista Field.

Port staff and BlueChart representatives request a 60-day extension to the Phase One purchase and sale agreement feasibility period to further discussions and details for a Phase One Approved Development Plan with BlueChart. A new feasibility expiration date is set for October 23, 2026.

III. ACTION REQUESTED OF COMMISSION:

Motion:

I move approval of Resolution 2026-13 approving Amendment #5, a 60-day feasibility period extension to the Phase One purchase and sale agreement with BlueChart LLC; and that all action by port officers and employees in furtherance hereof is ratified and approved; and further, the Port Chief Executive Officer is authorized to take all action necessary in furtherance hereof.

FIFTH AMENDMENT OF PURCHASE AND SALE AGREEMENT

This FIFTH AMENDMENT OF PURCHASE AND SALE AGREEMENT (this “Fifth Amendment”) is entered into this 17th day of August, 2026 (the “Effective Date”) by and between the PORT OF KENNEWICK, a Washington municipal corporation (as “Seller”), and BLUECHART, LLC, a Washington State Limited Liability Company (as “Purchaser”), who are hereinafter singularly referred to as a “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, Seller and Purchaser previously entered into a Purchase and Sale Agreement, dated April 1, 2025, related to real property described in Section 1 therein (the “Purchase and Sale Agreement”); and

WHEREAS, since the execution of the Purchase and Sale Agreement the Parties have been working together on a Development Plan for Phase One amenities, materials, parcel layout and preliminary home elevations; and

WHEREAS, Section 4.1.1 contains a ninety (90) day period for the Feasibility Study Period; 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 Seller 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, which ended on December 26, 2025; 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 three hundred thirty (330) days, which currently ends on February 25, 2026; and

WHEREAS, on or about February 26, 2026 the Parties entered into the Fourth Amendment of Purchase and Sale Agreement which granted an additional one hundred eighty (180) days to the Feasibility Study Period for a total of five hundred ten (510) days, which current ends on August 24, 2026; and

WHEREAS, pursuant to Section 4.1.1 of the Purchase and Sale Agreement the Parties must agree on a course of action for an Approved Development Plan prior to expiration of the feasibility period; and

WHEREAS, pursuant to Section 10.8 of the Purchase and Sale Agreement, the Parties may amend said Agreement by a written instrument executed by the Parties; 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 additional sixty (60) days onto the existing five hundred ten (510) day Feasibility Study Period for a total of five hundred seventy (570) days, concluding the Feasibility Study Period on October 23, 2026 as further described below.

NOW, THEREFORE, based on the foregoing Recitals, the Parties agree as follows:

AGREEMENT

1. Recitals. The Recitals set forth above are hereby incorporated into this Fifth Amendment by this reference.
2. Purchase and Sale Agreement. The Purchase and Sale Agreement described in the Recitals above is incorporated by reference into this Fifth Amendment as though written in full and shall, except as otherwise specifically modified herein, remain in full force and effect.
3. Amendment to Purchase and Sale Agreement. The Purchase and Sale Agreement shall be amended to allow an additional sixty (60) day extension onto the existing five hundred ten (510) day Feasibility Study Period by modifying Section 4.1.1 as follows:

During the period beginning at the Effective Date and ending ~~five hundred ten (510)~~ five hundred seventy (570) days therefrom but in any event no earlier than the date an Approved Development Plan has been mutually approved by Purchaser and Seller and attached hereto as Appendix D (the “**Feasibility Study Period**”), Purchaser may conduct a review with respect to the Property and satisfy itself with respect to the condition of and other matters related to the Property and its suitability for Purchaser’s intended use (the “**Feasibility Study**”). The Feasibility Study may include all inspections and studies Purchaser deems

4. Further Acts and Documents. The Parties shall execute any and all further documents, instruments, and other conveyances and agreements, and shall do all acts, which may be necessary or appropriate to fully implement the provisions of this Fifth Amendment.
5. Construction. In the event of any conflict, inconsistency or ambiguity between the terms of the Agreement and this Fifth Amendment; the terms of this Fifth Amendment shall govern and control. Any terms that are capitalized in this Fifth Amendment but not defined in this Fifth Amendment that are capitalized and defined in the Agreement shall have the same meaning for purposes of this Fifth Amendment as they have for purposes of the Agreement. The descriptive headings in this Fifth Amendment are for convenience only and will not control or affect the meaning or construction of any provision of this Fifth Amendment.
6. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and shall constitute one and the same instrument.
7. Authority. Each of the undersigned represents and warrants that he/she has the authority to bind the entity for which he/she is executing this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Fifth Amendment as of the Effective Date set forth above.

SELLER:

**PORT OF KENNEWICK, a Washington
Municipal corporation, by authority of its Commissioners**

By: _____

Tim Arntzen, Chief Executive Officer

Approved:

Approved as to Form:

Nick Kooiker, Chief Financial Officer

Taodd Hume, Port Counsel

PURCHASER:

**BLUECHART, LLC, a Washington
limited liability company**

Signed by:
By: Levi Holmes
D5D22F01D66F4E8...

Levi Holmes

Its: Member

Signed by:
By: Benjamin Paulus
C45E3ABEB8DD438...

Benjamin Paulus

Its: Member

PORT OF KENNEWICK

RESOLUTION No. 2026-13

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE PORT OF KENNEWICK APPROVING THE FIFTH 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, on or about February 26, 2026 the Parties entered into the Fourth Amendment of Purchase and Sale Agreement, which granted an additional one hundred eighty (180) days to the 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.

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 additional sixty (60) days onto the existing five hundred ten (510) day Feasibility Study Period for a total of five hundred seventy (570) days, concluding the Feasibility Study Period on October 23, 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 60 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 25th day of August, 2026.

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

By: _____

KENNETH HOHENBERG, President

By: _____

SKIP NOVAKOVICH, Vice President

By: _____

RAUL CONTRERAS GONZALEZ, Secretary



**PORT of
KENNEWICK**

AGENDA REPORT

TO: Port Commission

FROM: Rochelle Olson, Director of Governmental Relations

MEETING DATE: August 25, 2026

AGENDA ITEM: Photography Services

I. REFERENCE(S): Contract

II. DISCUSSION:

The Kim Fetrow Photography contract was executed in September 2025 for \$6,000 to provide photography services for the port's redevelopment projects, special events, artwork, all portraits for Commissioners and staff, and more through December 31, 2026.

In June 2026, staff added \$3,000 to that contract as permitted under the Chief Executive Officer's delegation of authority, as the port required more photography services than expected this year with multiple grand opening events and portraits of two new staff members.

Staff requests adding another \$5,000, to the contract to ensure the funding necessary to capture the new Commissioner's portrait later this year, as well as take new marketing photos at Vista Field, and have funds in place should there be another groundbreaking or other special event where photography services would be needed.

The Chief Executive Officer's Delegation of Authority requires amendments and change orders over 50% of the approved amount to be brought to the Commission for approval.

STAFF RECOMMENDATION: Approve Resolution 2026-15, authorizing the Chief Executive Officer to execute Change Order 2 to the Kim Fetrow Photography contract to provide photography services.

III. ACTION REQUESTED OF COMMISSION:

Motion: I move approval of Resolution 2026-15, authorizing the Chief Executive Officer to execute Change Order 2 to the Kim Fetrow Photography contract; 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.

CONSULTANT/SERVICE AGREEMENT

THIS AGREEMENT is made on the 05 day of September, 2025, between the **Port of Kennewick** (hereinafter referred to as the “Port”) and Kim Fetrow Photography (hereinafter referred to as the “Contractor”) (collectively referred to as the “Parties”). The Parties, in consideration of the mutual promises contained herein, agree as follows:

ARTICLE 1. Purpose.

The purpose of this agreement is to:
contract for photography, printing, photo-shoot managing and editing, with unlimited, unrestricted use rights for the Port of Kennewick.

ARTICLE 2. Scope of Work.

2.1. Relationship of the Parties. It is understood by both Parties that the Contractor is an independent contractor, and not an employee of the Port. The Port will not provide the Contractor with any fringe benefits, including but not limited to health insurance benefits, paid vacation, or any other employee benefit. The Contractor shall be solely responsible for any and all local, state, or federal withholding taxes, social security, or self-employment taxes, business or occupation taxes, or any other tax obligation which arises from compensation received pursuant to this Agreement.

2.2. Contractor Responsibilities. The Contractor will provide services, staff, equipment, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

As included in the CONTRACTOR’S Proposal dated 9/4/2025 attached hereto as Exhibit “A”.

2.3. Standard of Care. The Contractor shall perform its work to conform to generally accepted professional standards. The Contractor shall be responsible for the professional quality, technical adequacy and accuracy, timely completion and coordination of all work conducted under this Agreement. The Contractor shall, without additional compensation, correct or revise any errors or omissions in such work. The Port’s approval or acceptance of Contractor’s work shall not relieve the Contractor of responsibility for the adequacy or accuracy thereof. The Contractor shall remain liable for damages and costs incurred by the Port arising from the Contractor’s errors, omissions or negligent performance of services furnished under this Agreement.

ARTICLE 3. General Requirements.

3.1. Compliance With Codes and Regulations. The Contractor shall comply with all federal, state, and local laws, ordinances, and regulations, including standards for licensing, certifications, and operation of facilities and programs.

3.2. Progress Reports. At the Port's option, the Port may require the Contractor to provide a monthly (or other time increment depending upon length of project) progress report on the various phases and the order of performance of the work in sufficient detail as deemed by the Port so that the progress of the work can easily be evaluated.

3.3. Port Materials. All Reports, Port materials, and other data furnished to the Contractor by the Port shall be returned no later than thirty (30) days after completion of the work.

3.4. Ownership of Work. The services to be performed by the contractor shall be deemed instruments of service for purposes of the copyright laws of the United States. The Port has ownership rights to the work products prepared by the Contractor in performing these services. The Contractor shall not be responsible for changes made in the work products by anyone other than the Contractor. The Contractor shall have free right to retain, copy and use any tangible materials or information produced but only for its own internal purposes. Use of documents or other materials prepared under this Agreement for promotional purposes shall require the Port's prior written consent. In the event this contract is for intellectual property such as artwork or system designs for software programs the Contractor will assign to the Port an irrevocable license to use and reuse for any lawful purpose the work products created by the Contractor in the course of performing these services.

3.5. Records and other Tangibles. Until the expiration of six years after the term of this Agreement, the Contractor agrees to maintain accurate records of all work done in providing services specified by the Agreement and to deliver such records to the Port upon termination of the Agreement or otherwise as requested by the Port.

3.6. Disclosure. All information developed by the Contractor and all information made available to the Contractor by the Port, and all analyses or opinions reached by the Contractor shall be confidential and shall not be disclosed by the Contractor without prior written consent of the Port, except as may be required by the Washington State Public Records Act.

3.7. Indemnification/Hold Harmless. With respect to claims other than professional liability claims, the Contractor agrees to defend, indemnify and hold harmless the Port, its appointed and elected officers and employees from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatever kind and nature, including attorney fees and costs by reason of any and all claims and demands on it, its officers and employees, arising from the negligent acts, errors or omissions by the Contractor in the performance of the Contractor's services.

With respect to professional liability claims only, and not commercial general liability claims, the Contractor agrees to indemnify and hold harmless the Port, its appointed and elected officers and its employees from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatever kind and nature, including attorney fees and costs by reason of any and

all claims and demands on it, its officers and employees, arising from the negligent acts, errors or omissions by the Contractor in the performance of the Contractor's services.

ARTICLE 4. Term of Agreement.

Term of Agreement. The period of performance under this Agreement will be from 9/15/2025, or date of execution, whichever is later, through 12/31/2026.

4.1. Cancellation. Either party may cancel this Agreement on 30 days' written notice to the other party, by certified mail, return receipt requested.

ARTICLE 5. Compensation and Payment.

5.1. Compensation for Services. The Contractor will be paid for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of work. Contractor's compensation for services rendered shall be based on the following rates or in accordance with the following terms:

By task order as set forth in Exhibit "B" not to exceed \$ 6000.00 during the term of this Agreement unless authorized in writing by the Port.

The Port will not reimburse the Contractor for any costs or expenses incurred by Contractor while undertaking work required by this Agreement.

5.2. Billing Procedures. The Port will pay Contractor upon receipt of properly completed and Port approved invoices, which shall be submitted to the Port not more often than monthly. The invoices shall describe and document to the Port's satisfaction a description of the work performed, the progress of the project, and fees. **If expenses are invoices, provide a detailed breakdown of each type. Any single expense in the amount of \$25.00 or more must be accompanied by a receipt in order to receive reimbursement.** Payment shall be considered timely if made by the Port within thirty (30) days after receipt of properly completed and Port approved invoices. Payment shall be sent to the address designated by the Contractor.

The Contractor shall send invoices to the Port's electronic invoice processing system at accountspayable@portofkennewick.org. If access to that system is desired by Contractor, it will be provided at the time the Agreement is signed by all parties. It provides them access to see the status of pending invoices. The Port reserves the right to change its invoice processing method at any time during the term of this Agreement.

The Port has timely financial reporting requirements. Therefore, the Contractor shall submit invoices for work performed no later than sixty (60) days from the date work is completed in order to ensure prompt payment. If Contractor fails to submit invoices within sixty (60) days from the date work is completed, the Port may charge an administrative fee of \$25 per day for each day the invoice is late or the Port may, in the Port's sole discretion, determine the work performed by the Contractor was donated to the Port due to the Contractor's failure to timely invoice the Port.

The Port may, at its sole discretion, terminate the Agreement or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Agreement. No payment in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by the Port.

5.3. Waiver of Claims. The acceptance of the final payment by the Contractor shall constitute a waiver of all claims, of whatever sort or nature, by the Contractor against the Port.

ARTICLE 6. Insurance.

The Contractor shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the Port should there be any claims, suits, actions, costs, damages or expenses arising from any negligent or intentional act or omission of the Contractor or its agents, while performing under the terms of this Agreement.

The Contractor shall provide insurance coverage that shall be maintained in full force and effect during the term of this Agreement, as follows:

A. Commercial General Liability Insurance Policy. Contractor shall provide a Commercial General Liability Insurance Policy, including contractual liability, in adequate quantify to protect against legal liability arising out of the activity/ies contemplated by this Agreement but no less than \$1,000,000 per occurrence, \$2,000,000 aggregate. Additionally, the Contractor is responsible for ensuring that, if any subcontract has been authorized by the Port, that any such subcontractor provides adequate insurance coverage for the activities arising out of the subcontract.

B. Automobile Liability. In the event that services delivered pursuant to this Agreement involve owned, unowned or hired vehicles by the Contractor, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 combined single limit per accident.

C. Professional Liability. For Agreements involving amounts of \$50,000 or more, certain professional Contractors shall be required to maintain professional liability insurance of not less than \$1,000,000 per claim and in the aggregate. Insurance shall have an effective date prior to the effective date of this Agreement and coverage shall remain in effect for the term of this Agreement plus three years. These professional contractors subject to this provision include but are not limited to Architectural and Engineering firms or consultant firms where potential construction of improvements exceeds \$500,000.

D. All policies shall be issued by a company having an A.M. Best rating of A:VI or better. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled or reduced in coverage or limits except after 45 days prior written notice has been given to the Port. Except for professional liability, the Port shall be named as an additional insurance on all policies. The Contractor shall submit to the Port within fifteen (15) days of the Agreement effective date a certificate of insurance that outlines the coverage and limits defined in this Section.

ARTICLE 7. General Provisions.

7.1. Time Is Of The Essence. All time limits stated in the agreement documents are of the essence to the agreement.

7.2. Commitments. The Contractor is not authorized to make any agreements or other commitments for or on behalf of the Port without the written consent of the Port.

7.3. Severability. If any part, section or provision of this Agreement is adjudged to be invalid by a court of competent jurisdiction, such paragraph, section or provision shall be read out of this Agreement and shall not affect the validity of any remaining sections, parts, or provisions of this Agreement, nor give rise to any cause of action by either party against the other, and the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

7.4. Waiver. Any failure by the Port to enforce strict performance of any provision of the Agreement will not constitute a waiver of the Port's right to subsequently enforce such provision of any other provisions of the Agreement.

7.5. Assignment. Neither the Agreement nor any of the rights or obligations of the Contractor arising under the Agreement may be assigned or transferred, directly or indirectly, (including subcontracting) without the Port's prior written consent. The Port shall have sole discretion in determining if it will approve any such assignment or transfer. Subject to the foregoing, the Agreement will be binding upon, enforceable by, and inure to the benefit of, the Parties and their successors and assigns.

7.6. Counterparts. The Agreement may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document.

7.7. Disputes. If a dispute arises relating to this Agreement and cannot be settled through direct discussions, the Parties agree to endeavor to settle the dispute through a mediation firm acceptable to both Parties, the cost of which shall be divided equally. The Port reserves the right to join any dispute under this Agreement with any other claim in litigation or other dispute resolution forum, and the Contractor agrees to such joinder, so that all disputes related to the project may be consolidated and resolved in one forum. Venue for any litigation shall be the Benton County Superior Court of the State of Washington and the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees.

7.8. Entire Agreement. The Parties agree that this Agreement is the complete expression of the terms and conditions hereto, and any oral representations or understandings not incorporated herein are excluded. The Parties agree that any modification of this Agreement must be in writing and signed by both Parties.

7.9. Notices. Except as otherwise provided, any notice required under this Agreement shall be made by written notice and sent to the other party by first class mail, postage paid, at the addresses below, or to any agent designated in writing by either party. Notices shall be sent to the parties as follows:

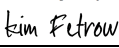
Port of Kennewick
350 Clover Island Drive, Suite 200
Kennewick, WA 99336

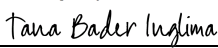
Kim Fetrow Photography
222 Delafield Avenue
Richland, WA 99352
Email Address: kim@kimfetrow.com
Washington State UBI# 603008205
EIN# 27-2680286

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date set forth above.

Kim Fetrow Photography

PORT OF KENNEWICK

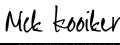
By: 
DocuSigned by:
41DE7A03E49749C...

By: 
DocuSigned by:
1F18F98CFC1C410...
Tana Bader Inglima, Deputy CEO

Printed Name: Kim Fetrow
Title: Owner
Date: 9/10/2025

Date: 9/10/2025

Approved by CFO or Designee:

By: 
DocuSigned by:
D4C096A055B04FB...
Nick Kooiker, CFO

Date: 9/10/2025

Attachments:

Exhibit A – Scope of Work
Exhibit B – Compensation Schedule

PORT OF KENNEWICK

Resolution No. 2026-15

***A RESOLUTION OF THE PORT OF KENNEWICK
BOARD OF COMMISSIONERS***

WHEREAS, the Kim Fetrow Photography contract was executed in September 2025 for \$6,000 to provide photography services for the port through December 31, 2026; and

WHEREAS, in June, staff added \$3,000 to that contract as permitted under the Chief Executive Officer's delegation of authority, as the port required more photography services than expected in 2026; and

WHEREAS, staff requests adding another \$5,000 to the contract to ensure the funding necessary to cover additional photography services through the remainder of 2026; and

WHEREAS, the Chief Executive Officer's Delegation of Authority requires amendments and change orders over 50% of the approved amount to be brought to the Commission for approval.

NOW, THEREFORE, BE IT HEREBY RESOLVED the Board of Commissioners of the Port of Kennewick hereby authorizes the Chief Executive Officer to execute Change Order 2 adding \$5,000 additional funds to the Kim Fetrow Photography contract.

BE IT HEREBY FURTHER RESOLVED the Board of Commissioners of the Port of Kennewick hereby acknowledges that all action by port officers and employees in furtherance hereof is ratified and approved; and further, the Port Chief Executive Officer is authorized to take all action necessary in furtherance hereof.

ADOPTED by the Board of Commissioners of the Port of Kennewick this 25th day of August 2026.

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

By: _____

Kenneth Hohenberg, *President*

By: _____

Skip Novakovich, *Vice President*

By: _____

Raul Contreras Gonzalez, *Secretary*



**PORT of
KENNEWICK**

AGENDA REPORT

TO: Port Commission

FROM: Tim Arntzen, CEO

MEETING DATE: August 25, 2026

AGENDA ITEM: Proposed Resolution 2026-14 Appointing Ken Hohenberg as Port of Kennewick Ambassador

REFERENCES:

Ambassador Policy (revised by Resolution 2026-10) and
Proposed Resolution 2026-14 Appointing Ken Hohenberg as Port of Kennewick Ambassador.

BACKGROUND:

The port has had an Ambassador Policy on the books for several years. Along with other policies, the Ambassador Policy was presented to the commission for informational purposes. Staff suggested a few changes be considered, mainly that the appointment of a former commissioner would be subject to commission approval. The commission revised the policy and asked for staff to bring forward a resolution for the appointment of Ken Hohenberg as a port ambassador, consistent with the policy. In short, the policy provides that a retiring commissioner, if appointed as an ambassador, could continue a relationship with the port in a capacity that could assist the port with community outreach, among other things.

ACTION REQUESTED OF COMMISSION:

Review the desirability of appointing Ken Hohenberg as a Port of Kennewick Ambassador.

Motion:

I move approval of Resolution 2026-14 appointing Ken Hohenberg as a Port of Kennewick ambassador; and that all action by port officers and employees in furtherance hereof is ratified and approved; and further, the Port Chief Executive Officer is authorized to take all action necessary in furtherance hereof.

PORT OF KENNEWICK

Resolution No. 2026-14

**A RESOLUTION OF THE PORT OF KENNEWICK BOARD OF
COMMISSIONERS APPOINTING KEN HOHENBERG AS A
PORT OF KENNEWICK AMBASSADOR**

WHEREAS, the port has had an ambassador policy for several years; and

WHEREAS, the commission approved Resolution 2026-10 revising the ambassador policy to make it more efficient and useful for port purposes; and

WHEREAS, based on Ken Hohenberg's four and one-half years of distinguished service as a Port of Kennewick Commissioner, and nearly fifty years of exemplary public service, the commission desires to appoint Ken Hohenberg as a Port of Kennewick Ambassador.

NOW, THEREFORE, BE IT HEREBY RESOLVED the Board of Commissioners of the Port of Kennewick hereby recognizes the significant contributions Ken Hohenberg has provided to the port and community at large, and hereby appoints Ken Hohenberg as a Port of Kennewick Ambassador, as described in Exhibit A, effective upon his retirement as a port commissioner which will take place on September 1, 2026.

BE IT HEREBY FURTHER RESOLVED the Board of Commissioners of the Port of Kennewick hereby acknowledges that all action by port officers and employees in furtherance hereof is ratified and approved; and further, the Port Chief Executive Officer is authorized to take all action necessary in furtherance hereof.

ADOPTED by the Board of Commissioners of the Port of Kennewick, this 25th day of August 2026.

**PORT of KENNEWICK
BOARD of COMMISSIONERS**

By: _____

Kenneth Hohenberg, *President*

By: _____

Skip Novakovich, *Vice President*

By: _____

Raul Contreras Gonzalez, *Secretary*

AMBASSADOR APPOINTMENT FORM

**PORT OF KENNEWICK
PORT AMBASSADOR APPOINTMENT
AND AGREEMENT FOR VOLUNTEER SERVICE**

This Port of Kennewick Ambassador Appointment and Recognition of Volunteer Service ("Appointment") is between the Port of Kennewick ("Port"), a Washington municipal corporation, and Ken Hohenberg, hereinafter referred to as "Ambassador."

WHEREAS, the Port desires to appoint the Ambassador to assist the Port with implementation of community, trade, and economic development activities, including but not limited to community outreach and Port program and event participation, and to assist the Port Commission and Executive Administration. The Ambassador named herein accepts this appointment to provide voluntary service to the Port and its residents consistent with this Appointment and Resolution # 2026-10; and

WHEREAS, the Ambassador has been selected under the Port Commission's Rules of Policy and Procedure, Section 20, Port Ambassador Program per Resolution # 2026-10; and

WHEREAS, the Ambassador is prepared to provide free and voluntary service to the Port consistent with the Program.

**NOW, THEREFORE, IT IS MUTUALLY RECOGNIZED AND
ACKNOWLEDGED BY THE PARTIES:**

The Port of Kennewick Commission hereby appoints the Ambassador, and the Ambassador hereby accepts the appointment to voluntarily serve as a Port Ambassador, effective September 1, 2026 ("Effective Date").

1. Scope of Volunteer Service:

Ambassador acknowledges that the Ambassador's service is freely and voluntarily provided to the Port consistent with the Port's Program, as may be requested from time-to-time by the Port's Chief Executive Officer, acting for the benefit of and on behalf of the Commission. The Ambassador may choose to decline services at any time.

2. Relation of Parties:

The Ambassador is a volunteer to the Port. Except as otherwise provided, the Ambassador shall not, as a result of this Appointment, receive compensation or other related benefits (e.g., retirement, vacation and holidays). An Ambassador shall be entitled to reimbursement for expenses incurred in volunteer service to the Port, consistent with Port auditing procedures. An Ambassador may also be granted a stipend commensurate with services for health insurance premiums at an amount determined by the Commission at the time of appointment. The Ambassador shall not have the authority to bind the Port in any way except as may be specifically authorized by the Chief Executive Officer in writing.

3. Time of Performance:

The volunteer service of the Ambassador is to commence as soon as practicable after the execution of this Appointment, consistent with the availability of Ambassador.

4. Honorarium:

In recognition of the Ambassador's volunteer services, the Port shall reimburse Ambassador for all expenses incurred as a result of Ambassador's honorary service to Port, such expenses approved in advance by the Chief Executive Officer. In addition, the Port shall provide an honorarium (monthly stipend) of \$850.00 as determined by the Commission at the time of appointment, which amount shall not be exceeded without Port's prior written authorization. The

Ambassador shall submit monthly invoices to Port for expenses, if any. Payments to Ambassador shall be made within thirty (30) days from submission of each invoice.

The Port reserves the right to correct any invoices paid in error. Any amount paid in error by Port does not constitute a change in the Appointment.

5. Ownership of Records and Documents:

All materials, writings and products produced by Ambassador in the course of Port service shall immediately become the property of the Port and Ambassador. The Ambassador assigns all copyright interests in such materials, writing and products to the Port. A copy may be retained by the Ambassador.

6. Termination:

This Appointment expires two-years from appointment, and may be terminated by either party at any time for good cause shown.

7. Liability and Hold Harmless:

Ambassador shall take all precautions necessary and shall be responsible for the safety of the Ambassador in the performance of the services hereunder. All volunteer service shall be done at Ambassador' s risk. The Ambassador shall save and hold harmless the Port, its officers, agents, employees and assigns from any claims, damages, losses, liability or expenses (including attorney fees) which arise from the negligent performance under this Appointment, except those claims, damages, losses, liability, or expenses which arise from the negligent acts or omissions of the Port, its officers, agents employees, and assigns; provided, that if both Port and Ambassador are concurrently negligent, Port shall be required to save and hold harmless Ambassador in proportion to the negligence of Port.

8. Notices:

All notices which are given or required to be given pursuant to this Appointment shall be hand delivered or mailed, postage paid, as follows:

Port:

Port of Kennewick
Attn: Chief Executive Officer
350 Clover Island Drive
Suite 200
Kennewick, WA 99336
Phone: 509.586.1186

Ambassador:

Ken Hohenberg
3900 S. Green Street
Kennewick, WA 99337
Email: contact@kenhohenberg.com

9. Revision to Appointment:

This Appointment shall not be altered, changed, or amended, except by an instrument in writing executed by the parties hereto. Any changes in the scope of volunteer service shall be first incorporated in written amendments to this Appointment.

10. Appointment Controlling:

In addition to the Policy, this Appointment describes the complete relationship between the Port and Ambassador. No other appointment, agreement or prior understanding, verbal or otherwise, of the Port and Ambassador, shall be valid or enforceable unless set forth in this Appointment.

11. Governing Law Venue:

This Appointment shall be deemed to have been executed and delivered within the State of Washington and the rights and obligations of the Port and Ambassador hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. Any action or suit brought in connection with this Appointment shall be brought in the Superior Court of Benton County, Washington.

12. Appointment and Acceptance.

This appointment and recognition of Ambassador's volunteer service shall commence on the Effective Date stated herein above, subject to the Parties' signatures below.

DATED this _____ day of _____, 20____

PORT OF KENNEWICK, a Washington public port district

By: _____

Tim Arntzen, Chief Executive Officer

ATTEST:

By: _____

Nick Kooiker, Port Chief Finance Officer

Agreed:

AMBASSADOR:

Ken Hohenberg

Printed Name