



# PORT OF KENNEWICK REGULAR COMMISSION MEETING

MARCH 10, 2026 MINUTES

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

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

## ANNOUNCEMENTS AND ROLL CALL

The following were present:

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

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

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

## PLEDGE OF ALLEGIANCE

Commissioner Novakovich led the Pledge of Allegiance.

## PUBLIC COMMENT

No comments were made.

## CONSENT AGENDA

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

# PORT OF KENNEWICK REGULAR COMMISSION MEETING

MARCH 10, 2026 MINUTES

---

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

## PRESENTATIONS

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

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

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

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

## REPORTS, COMMENTS AND DISCUSSION ITEMS

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

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

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

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

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

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

Mr. Arntzen reported on the following:

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

# PORT OF KENNEWICK REGULAR COMMISSION MEETING

MARCH 10, 2026 MINUTES

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

Commissioners reported on their respective committee meetings.

**E. Non-Scheduled Items**

No items to report.

## PUBLIC COMMENTS

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

No further comments were made.

## ADJOURNMENT

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

**APPROVED:**

**PORT of KENNEWICK  
BOARD of COMMISSIONERS**

Excused

*Kenneth Hohenberg, President*

DocuSigned by:

*Skip Novakovich*

0E53A30E1C8E442...

*Skip Novakovich, Vice President*

Signed by:

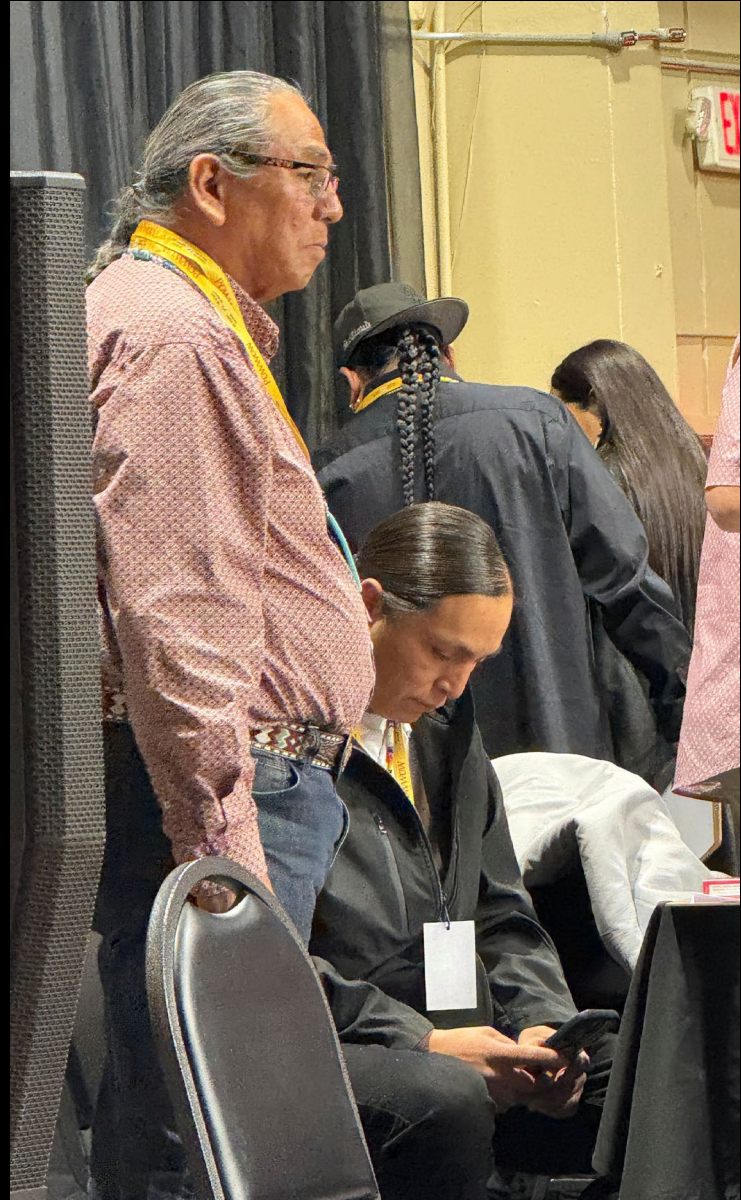
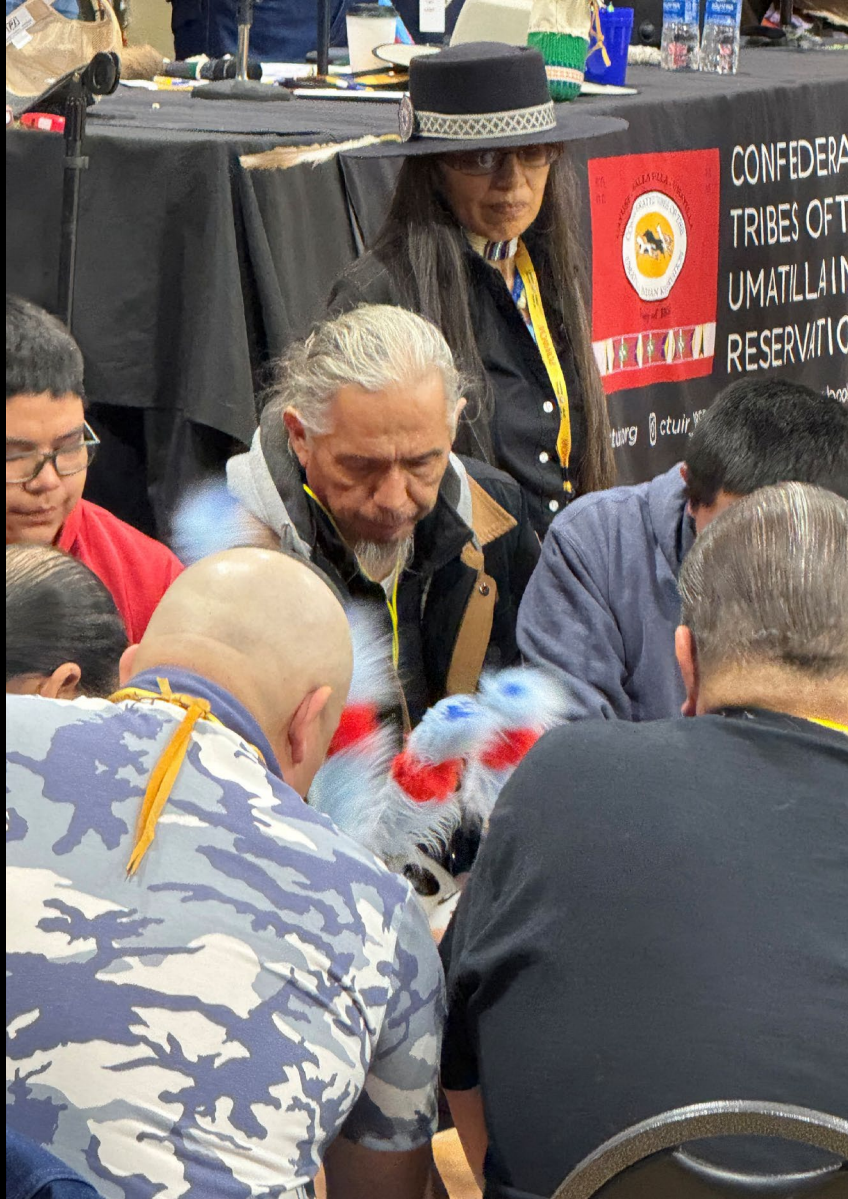
*Raul Contreras Gonzalez*

5D13B8E79C1A45F...

*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, KPFD, and Port and all Parties have paid their portion of the project, or the Interlocal Agreement is terminated by any Party.

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

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

**B. Construction**

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

**C. Change Orders**

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

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

**D. Invoices**

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

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

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

**E. Payments**

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

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

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

**6. RELATIONSHIP**

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

**7. PARTIES' RESPONSIBILITIES**

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

**8. COMMUNICATION**

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

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

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

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

**9. AMENDMENT**

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

**10. ASSIGNMENT**

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

**11. TERMINATION**

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

**12. DOCUMENT OWNERSHIP**

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

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

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

**B. Progress Reports**

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

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

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

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

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

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

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

**15. ADVERSE CHANGE IN LAW**

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

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

## **16. DISPUTE RESOLUTION**

### **A. Good Faith**

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

### **B. Arbitration**

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

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

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

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

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

## **17. SEVERABILITY**

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

## **18. SURVIVABILITY**

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

## **19. WAIVER**

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

## **20. PUBLIC DISCLOSURE**

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

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

**21. FILING**

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

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

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

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

**23. RECORDS RETENTION AND AUDIT**

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

**24. COUNTERPARTS**

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

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

**CITY OF KENNEWICK**

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

\_\_\_\_\_  
Date

Attest:

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

\_\_\_\_\_  
Date

Approved as to form:

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

\_\_\_\_\_  
Date

**KENNEWICK PUBLIC FACILITIES DISTRICT**

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

\_\_\_\_\_  
Date

Attest:

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

\_\_\_\_\_  
Date

Approved as to form:

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

\_\_\_\_\_  
Date

**PORT OF KENNEWICK**

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

\_\_\_\_\_  
Date

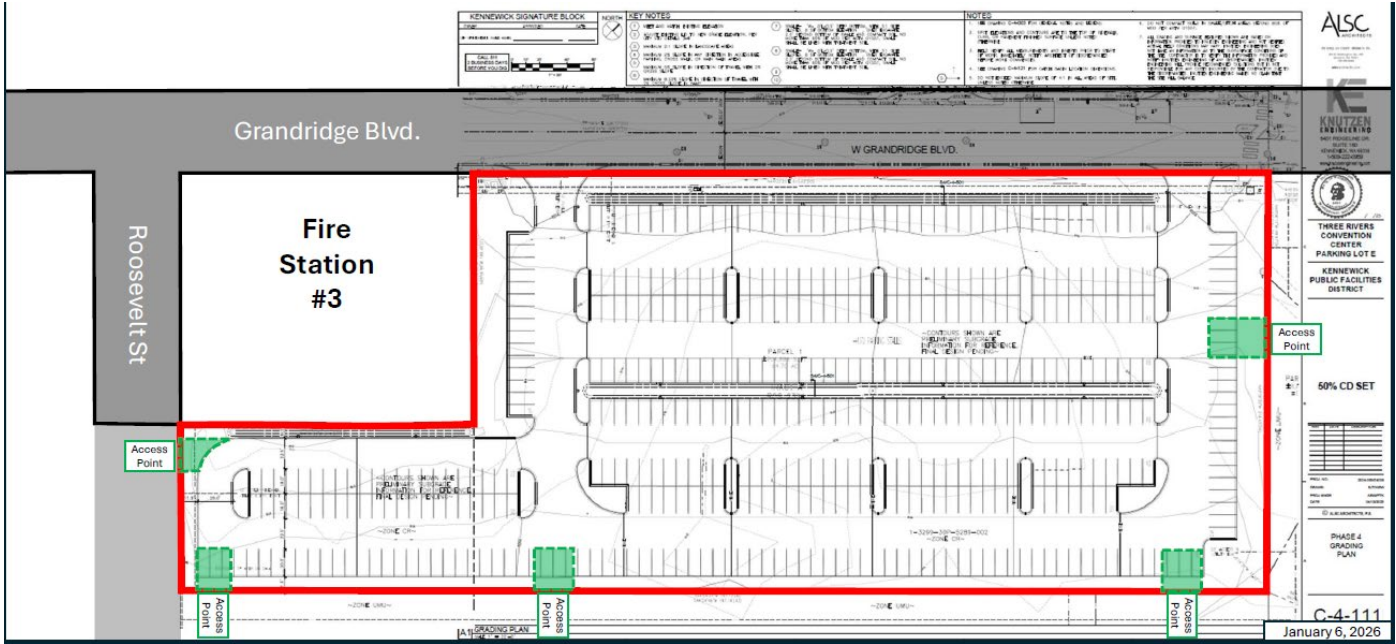
Approved as to form:

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

\_\_\_\_\_  
Date

EXHIBIT A

Conceptual Port Proposed Design Changes



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

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

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

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

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

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

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

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

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

**1. LICENSE**

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

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

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

**3. ACCESS**

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

**4. TERM**

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

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

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

**B. Repairs**

The Licensors shall repair, replace, or repaint damaged:

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

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

**C. Invoices**

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

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

**D. Payments**

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

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

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

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

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

**7. COVENANTS RUN WITH THE LAND**

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

**8. LIMITED AND NON-USE**

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

**9. AMENDMENT**

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

**10. ASSIGNMENT**

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

**11. TERMINATION**

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

**12. INDEMNIFICATION**

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

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

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

**B. Arbitration**

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

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

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

**D. Attorneys' Fees**

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

**14. SEVERABILITY**

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

**15. SURVIVABILITY**

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

**16. WAIVER**

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

**17. PUBLIC DISCLOSURE**

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

**18. FILING**

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

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

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

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

**20. RECORDS RETENTION AND AUDIT**

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

[Signature Pages Follow]

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

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

**CITY OF KENNEWICK**

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

\_\_\_\_\_  
Date

Attest:

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

\_\_\_\_\_  
Date

Approved as to form:

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

\_\_\_\_\_  
Date

**KENNEWICK PUBLIC FACILITIES DISTRICT**

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

\_\_\_\_\_  
Date

Attest:

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

\_\_\_\_\_  
Date

Approved as to form:

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

\_\_\_\_\_  
Date

**PORT OF KENNEWICK**

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

\_\_\_\_\_  
Date

Attest:

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

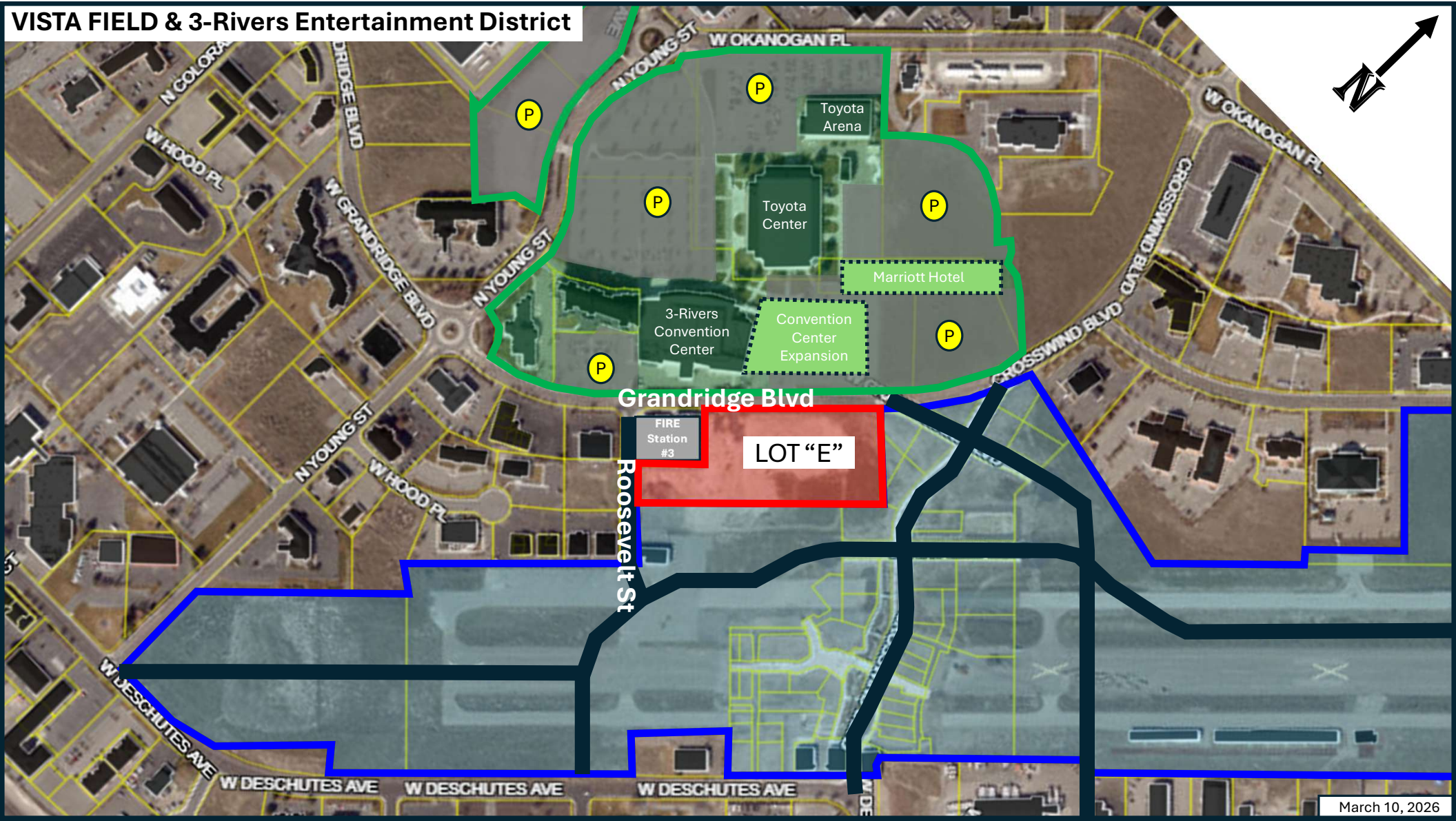
\_\_\_\_\_  
Date

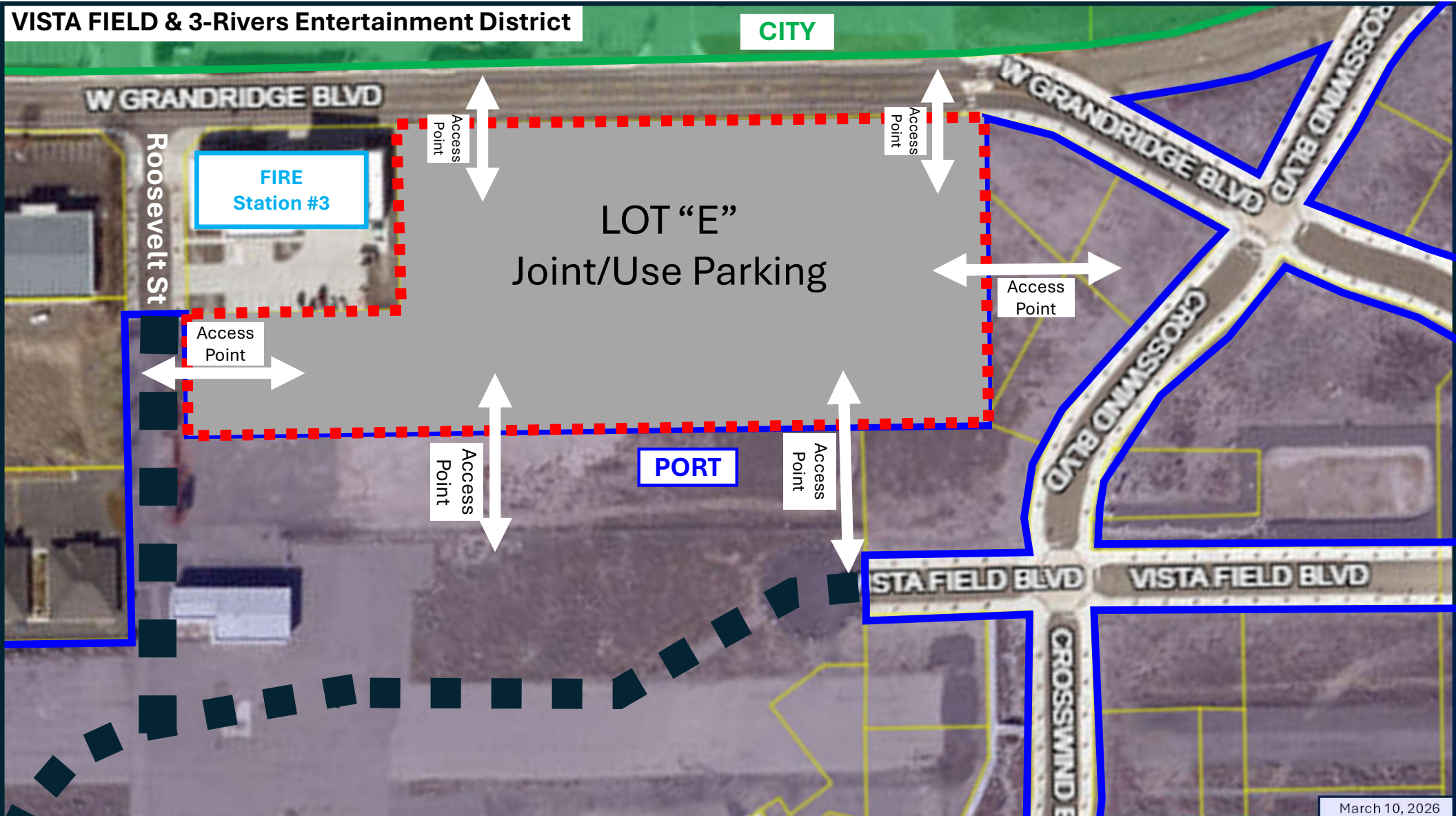
Approved as to form:

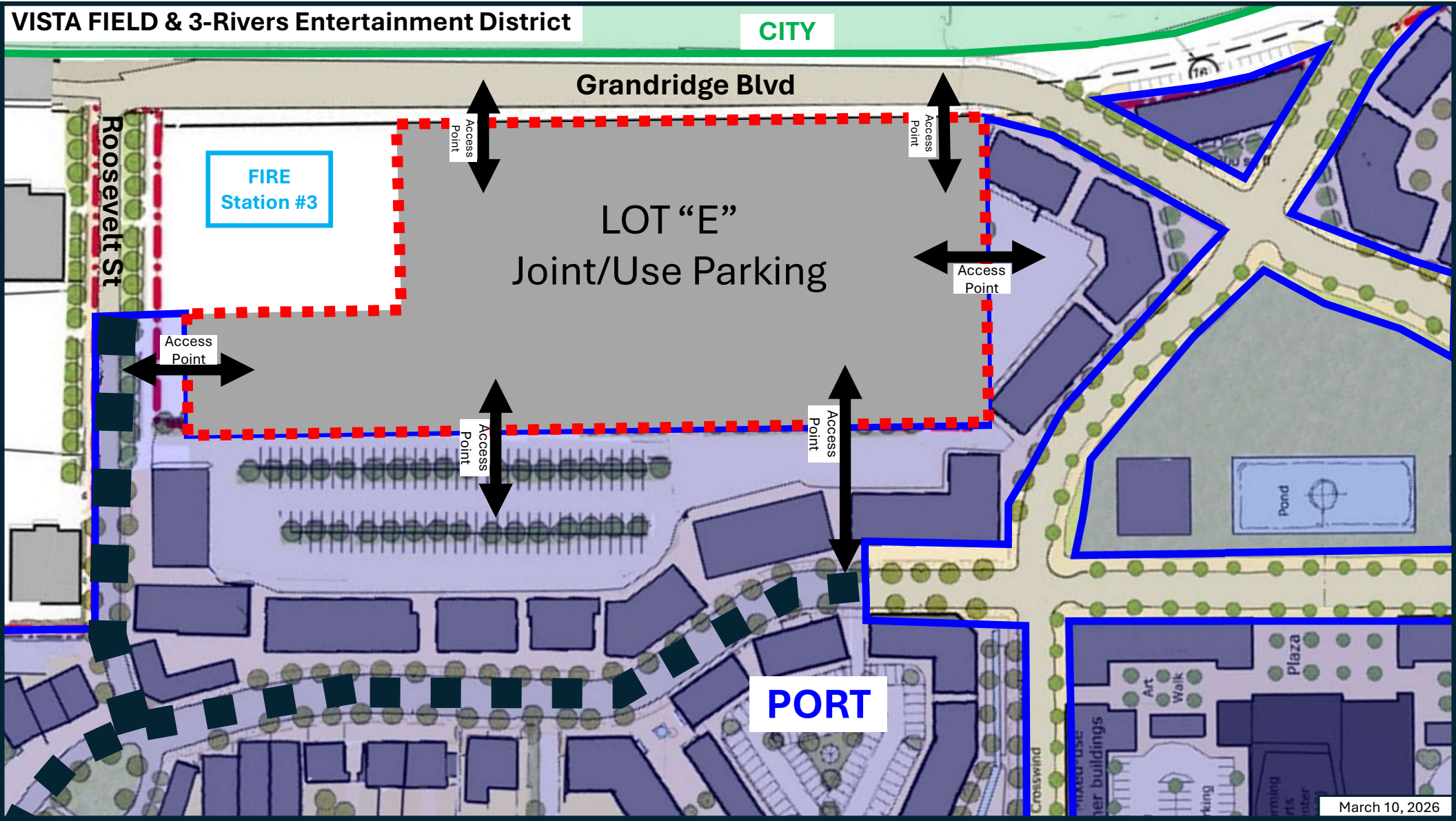
\_\_\_\_\_  
Carolyn Lake  
Port Attorney

\_\_\_\_\_  
Date

**VISTA FIELD & 3-Rivers Entertainment District**









## You're Invited!

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

BLUEBERRY BRIDAL BOUTIQUE  
625 Crosswind Blvd.  
Kennewick, WA 99336

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







