

The Port of Benton Commission Meetings are open to the public.

The regular Commission meeting will be available via Zoom, telephone conference call-in line, and in-person. The link to access this broadcast via Zoom and the call-in number to participate via telephone will be made available on the morning of the meeting on the Port of Benton's website at the link below, along with the meeting agenda and minutes from past meetings. Live broadcast information:

[www.portofbenton.com/commission](http://www.portofbenton.com/commission)

For those unable to access the internet, please call 509-375-3060 by 8:00 a.m. on January 15, 2025, to receive call-in details.

All participants will be muted upon entry; when prompted, click 'raise hand' in Zoom or dial star + 9 (\*9) to raise your hand. The host will unmute you to speak in the order in which your hands are raised. Press star + 6 (\*6) when the host calls on you to unmute yourself.

**PORT OF BENTON  
REGULAR COMMISSION MEETING  
Agenda  
8:30 a.m., January 15, 2025  
3250 Port of Benton Blvd., Richland, WA 99354**

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE

C. CONSENT AGENDA

1. Approval of Agenda
2. Approval of Minutes of December 18, 2024, Commission Meeting
3. Approval of Minutes of January 6, 2025, Special Commission Meeting
4. Approval of Vouchers and Certifications, Including Payroll for the Month of December, Totaling \$1,692,135.55

D. PUBLIC COMMENT

E. ITEMS OF BUSINESS

1. Selection of Port of Benton Commission Officers

2. Economic Development Corporation (EDC): Approval of Minutes from January 10, 2024, EDC Meeting, Section of Officers, Financial Overview
3. Resolution 25-01, A Resolution of the Port of Benton Approving Delegation of Authority for the Executive Director and Her Designees
4. Resolution 25-02, A Resolution of the Port of Benton Authoring the Port Executive Director to Sell and Convey Surplus Property with Less Than \$22,830 Value
5. Resolution 25-03, A Resolution of the Port of Benton Approving a Utility Easement for Charter Communications (RIC)
6. Resolution 25-04, A Resolution of the Port of Benton Approving Telecommunication Access, Installation, Maintenance and Use Fee Agreement with Public Utility District No. 1 of Benton County
7. Resolution 25-05, A Resolution of the Port of Benton Authorizing the Relocation of an Easement for the Transportation of Aggregate (RBP)
8. Membership & Committee Review
9. Review Annual Conflict of Interest Form
10. Authorization to Award Contract for Rail Ties Installation Project (RBP)
11. Authorization to Award Contract with Senske, LLC for January 2025 – December 2026 – All Sites
12. Amendment to Columbia Rail Operating Agreement (RBP)

#### F. INFORMATION REPORTS

1. Grants Update
2. Marketing & Communications Update

#### G. COMMISSIONER REPORTS/COMMENTS

## H. DIRECTOR REPORTS/COMMENTS

1. Finance Director
2. Port Attorney
3. Executive Director

## I. FOR THE GOOD OF THE ORDER

## J. EXECUTIVE SESSION

## K. ADJOURNMENT

The next regular Port of Benton Commission meeting will be held on **Wednesday, February 12, 2025**, at the Port of Benton Commission Meeting Room at 3250 Port of Benton Blvd., Richland, Washington. Visit [portofbenton.com](http://portofbenton.com) for notices and information.

**PORT OF BENTON  
COMMISSION MEETING MINUTES  
December 18, 2024**

**A. CALL TO ORDER:** The regular monthly meeting was called to order at 8:30 a.m. at the Port of Benton Commission room, 3250 Port of Benton Blvd., Richland, Washington.

**PRESENT:** Commissioner Scott D. Keller, Commissioner Lori Stevens, Commissioner Roy D. Keck

**PORT STAFF PRESENT:** Diahann Howard, Jeff Lubeck, Quentin Wright, Summers Miya, Ron Branine, Brandin Lopez, Wally Williams, Audrey Burney, Julia Mora

**ALSO PRESENT:** John O’Leary, Gravis Law; Clif Dyer, Sundance Aviation; Jon Ray, Richland; Dave Mercier, Kenbrio; Cory Heron, Prosser; Joe Schiessl, City of Richland

**The following attendees attended via remote communications:** Jorge Celestino; Sheri Collins; Cassie Hammond; Julia Mora; Bryan Condon, Century West Engineering; Ashley Garza; Angela Saraceno-Lyman; Rachel Visick, Tri-Cities Journal of Business

The Commission meeting was noticed as required by RCW 42.30.070.

**B. PLEDGE OF ALLEGIANCE:** Wally Williams led those present in reciting the Pledge of Allegiance.

**C. CONSENT AGENDA:**

**A motion was made by Commissioner Lori Stevens, seconded by Commissioner Roy Keck, and unanimously passed by the Commission approving the agenda for the December 18, 2024, Commission meeting, approval of minutes from the November 13, 2024, Commission meeting, and public hearing, approval of vouchers and certifications, including payroll, for the month of November totaling \$1,773,353.30.**

**D. PUBLIC COMMENT:**

City of Richland Deputy City Manager Joe Schiessl thanked the Port for participating in the recent Winter Wonderland parade.

**E. ITEMS OF BUSINESS**

1. Resolution 24-41, Adoption of Port of Benton Commission Rules of Policy & Procedure

Executive Director Diahann Howard reviewed the updated Commission rules of policy and procedure, noting that Washington Public Ports Association attorney Frank Chmelik had reviewed it, and the revisions are in line with Chmelik’s recommendations.

Howard noted that the revised area is highlighted in bold.

Commissioner Keller commented that the last sentence of section 17-11 notes that the executive director is responsible for evaluating the port attorney's performance. Keller requested that the Commission be involved in that process.

Howard agreed that that section would be updated accordingly.

**A motion was made by Commissioner Roy Keck, seconded by Commissioner Lori Stevens, and unanimously passed by the Commission, approving Resolution 24-41 with the requested revision of Commission involvement in the review of the port attorney and adopting the revised Port of Benton Commission Rules of Policy and Procedure.**

2. Resolution 24-42, Authorizing Write-Off of Uncollectible Accounts Receivable Through November 30, 2024, Richland Airport

Director of Finance Jeff Lubeck explained that this uncollected account receivable stems from the balance of Chemchek, the former Richland Airport tenant recently evicted from the premises. Lubeck explained that all measures were taken to contact the tenant, and proper protocol was enacted through the eviction process.

Lubeck explained that the tenant abandoned their property and equipment. These items will be sold and/or surplus with the proceeds from these sales partially offsetting the account receivable write-off.

**A motion was made by Commissioner Lori Stevens, seconded by Commissioner Roy Keck, and unanimously passed by the Commission, approving Resolution 24-42, authorizing the write-off of uncollectible accounts receivable through November 30, 2024, Richland Airport**

3. Resolution 24-44, Acceptance of Work Maxwell Asphalt, Inc., Richland Airport

Airport Manager Quentin Wright stated that Maxwell Asphalt has completed the \$1.2 million pavement project at Richland Airport, and this approval will start the project's completion process.

Commissioner Keller complimented the work completed by this contractor.

**A motion was made by Commissioner Roy Keck, seconded by Commissioner Lori Stevens, and unanimously passed by the Commission, approving Resolution 24-44, acceptance of work by Maxwell Asphalt, Inc.**

4. Assignment of Lease – Talent Aviation to Tym2Fly, LLC – Richland Airport

Executive Director Diahann Howard informed the Commission that Richland Airport tenant Ken Jackson has sadly passed away, explaining that this assignment of lease from Talent Aviation to Tym2Fly, LLC will allow Mr. Jackson's widow to reassign the lease when she is ready, which is expected to take place in January.

**A motion was made by Commissioner Lori Stevens, seconded by Commissioner Roy Keck, and unanimously passed by the Commission, approving the assignment of lease from Talent Aviation to Tym2Fly, LLC, Richland Airport.**

5. 2025 Architect, Engineer and Professional Roster

Executive Director Diahann Howard explained that the proper process of reviewing, evaluating and grading has occurred and the approval of the 2025 roster allows for business to continue to go forward at the port and those the port works with.

Howard added that all applicants were separately scored by finance, engineering, and facilities.

**A motion was made by Commissioner Roy Keck, seconded by Commissioner Lori Stevens, and unanimously passed by the Commission to approve the 2025 architect, engineer and professional roster.**

6. 2025 Contracts (RGW Enterprises, Gravis Law)

Executive Director Diahann Howard explained that Commission approval for the 2025 contracts for RGW Enterprises and Gravis Law is requested, as they are close and over her delegation of authority. Howard added that these particular contracts are in place for 2024 and approval will ensure there is no disruption of service as we go into the new year.

Howard noted that the engineering contract is tied primarily to port rail projects, several of which will be reimbursed by grants.

Howard noted that the legal contract allows the port to retain legal counsel.

**A motion was made by Commissioner Lori Stevens, seconded by Commissioner Roy Keck, and unanimously passed by the Commission, approving the 2025 contracts for RGW Enterprises and Gravis Law.**

7. City of Richland and Port of Benton Land Exchange Phase I Closing and Extension of the Feasibility Study, Phase II

Executive Director Diahann Howard noted that the approval of the land exchange took place through Resolution 24-22 in June 2024. Howard added that phase I is ready to proceed and close on January 7. Howard added that the feasibility period, per the agreement, expires on December 31 and this will require the Port to extend to a phase II.

Howard noted that phase II includes additional environmental reviews and additional due diligence.

Howard added that the Richland City Council approved this at their meeting last night.

Howard displayed maps of what the City and Port are exchanging, noting that the Port is no longer going to transfer the three acres south of 2345 Stevens Drive or the airport property but will work with

the City on an expanded navigation easement to ensure that the runway can be extended when the time comes.

Howard explained that they would like to move forward now with phase I because the port has pending grant dollars potentially and there are also pending land transactions.

**A motion was made by Commissioner Roy Keck, seconded by Commissioner Lori Stevens, and unanimously passed by the Commission to approve the City of Richland and Port of Benton land exchange phase I closing and extension of the feasibility study, phase II.**

8. Alfteras Easement – Prosser Airport

Airport Manager Quentin Wright explained that this easement relates to port property on the very west end of Prosser Airport and is a small utility easement for Benton REA.

**A motion was made by Commissioner Lori Stevens, seconded by Commissioner Roy Keck, and unanimously passed by the Commission, approving the Alfteras easement at Prosser Airport.**

9. 2025 Meeting Dates

Executive Director Diahann Howard presented the proposed 2025 meeting dates that were proposed, and sighted the update from the previous meeting. Discussion ensued.

**A motion was made by Commissioner Roy Keck, seconded by Commissioner Lori Stevens, and unanimously passed by the Commission, approving the presented 2025 meeting dates.**

10. Performance Review of Executive Director

Executive Director Diahann Howard thanked the Commission, noting that she will refer to the memo shared with them yesterday for her 2024 review summary:

*Small Business Support & Tourism*

*The Port acquired the 3110 Port of Benton Blvd. 50,000 sq. ft. facility to support new and expanding companies. We also leased the Clore Center Pavilion to Tirridis to support its expansion. The Clore Center also hosted 27 events for various organizations. The Port team also made improvements to the 1845 Terminal Drive building to ready it for additional small business tenants. Additionally, in 2024, we saw the result of our outreach with American Cruise Lines, as they brought in weekly tourists to Prosser businesses.*

*Asset Improvements*

*This work included pavement rehabilitation at the Richland Airport (\$1.5 million), rail crossing replacements at Airport Way and Saint Street (\$1.2 million), and Port Barge Complex facilities planning that resulted in securing a \$2.7 million Port Electrification grant to improve those assets. Due to grant delays the Port committed funds toward for crack repairs at the Prosser Airport. We also completed planning work supporting the future Rail Car Charge and waterfront development.*

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## *Economic Development*

- o Completed expansion and a land sale to Total Energy Management to support the company's growth.*
- o Supported Enodav Wine Co.'s revised development plan to bring small business investment and growth to Vintners Village.*
- o Recruited Avalanche Energy, a start-up clean energy fusion company, bringing \$30 million in investment and 60 family-wage jobs to our region.*
- o Led clusters and in administered Washington, the formed VERTical with state Innovation investment. Cluster - one VERTical of is nine focused industry-led on supporting innovation our to small rebuild and and large modernize companies the in the supply chain next-generation and create nuclear a and sustainable advanced workforce manufacturing pipeline for the industries future. VERTical is viewed by its industry members as a respected and trusted third party that brings Northwest industry and legislators together to take action on solving barriers to widescale deployment of next-generation nuclear energy projects.*

*Additionally, VERTical and its partners are collaborating with Washington state on a \$160 million (over 10 years) grant opportunity. The coordination and alignment between the Port and City of Richland are moving forward our united vision to grow our region's advanced manufacturing and clean energy industries.*

- o Advanced industrial land exchange with Richland valued at \$18 million that realigns and positions both entities to more fully fulfill our industrial economic development missions.*
- o Updated agreements with American Rock and return of industrial land for development in 2025.*
- o Continued our strong partnerships with the cities of Benton City, Prosser and Richland and Benton County, PEDA, TRIDEC and our local chambers. We also supported community events and expanded partnerships with industry, the state of Washington, education entities and workforce providers.*

*Our Port team remains focused on managing our public assets and making strategic investments to be a catalyst for regional economic growth and prosperity.*

*We brought in new hires in Finance, Real Estate, Engineering and Development. We also further refined our work in alignment with the LEAN process and added work order systems. These efforts have proven valuable. Our team increased revenues, improved facilities and property tax rate was reduced to \$0.30 to bring us to a 21-year low, benefiting Port District taxpayers.*

*In 2025, we are planning for \$14.8 million in capital projects, 60% of which are focused on economic development, including rail, intermodal and Prosser Airport.*

*We look forward to collaborating with the Commission and community stakeholders to develop a updated Port of Benton Strategic Plan with our economic development partners.*

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*We will continue to hold ourselves to leading private business standards and best government contracting and port practices in alignment with our core values.*

*Thank you for the honor and opportunity to lead our team.*

Commissioner Keller thanked Howard and the entire team and thanked the team for their support during his first year as a Commissioner.

#### **F. INFORMATION REPORTS:**

##### **1. Grants Update**

Executive Director Diahann Howard pointed out that the grants report was included in the meeting packet and highlighted the following:

Item 2, National Highway Freight Program – Project is out for rebid and due Thursday, December 19. A special meeting may be called to keep this project moving and things moving forward.

Item 3, Railroad Improvements – Freight Rail Assistance Program Grant – Crossings are completed and signal work will be completed when the signal materials arrive, likely the first two weeks of January.

Item 4, 2023-2025 State Capital Appropriation – Ties have been ordered, but delivery has been delayed. The tie installation bid will be issued soon.

Item 8, Congressional Directed Spending Requests - \$3.55 million has been marked to support this project, awaiting final bill approval, which could potentially be March 2025.

Item 10, CERB/EDA-updated – Submitted application to CERB. January 17 presentation to CERB board if application is accepted, but may get kicked to later in the spring.

Airport Manager Quentin Wright did not have any grant-related updates.

##### **2. Engineering & Development Update**

Engineering & Development Manager Brandin Lopez provided an update on current and recent projects from 2024.

Lopez overviewed 2024 capital project milestones, an overview of major projects throughout the year and 2025 capital project targets.

Lopez reviewed plans for shore power implementation in 2025 at the barge facility, which will add shore power to the high dock. Lopez highlighted additional areas of improvement planned for the area.

Lopez reviewed the proposed 2025 intermodal facility modernization project at 2579 Stevens Drive and overviewed focus areas of the facility.

Lopez noted that he plans to create a standardization process in 2025 related to easements, permits and agreements, which he was involved in previously with the City of Richland.

Lopez provided examples of the current processes.

## **G. COMMISSIONER REPORTS/COMMENTS**

Commissioner Scott Keller announced that he attended the Washington Public Ports Association Annual Meeting.

Commissioner Roy Keck stated that he attended the Washington Public Ports Association Annual Meeting and felt there was significant discussion related to power and energy and is pleased the Port of Benton is in the position it is in related to this matter.

## **H. DIRECTOR REPORTS/COMMENTS:**

### **1. FINANCE DIRECTOR:**

Director of Finance Jeff Lubeck provided an update on the finance department, noting that 2024 year-end preparations have started, performance reviews are ongoing and the team is preparing and configuring systems to begin 2025.

Lubeck provided a review on the financial status, noting that continued volatility in cash balance is to be expected due to timing of large projects, grant expenditures and grant reimbursements.

Lubeck stated that \$2.6 million in deposits were received, which included the Richland Innovation Center and airport grant reimbursements.

Lubeck provided an overview of cash disbursements from the general fund, noting \$224k was payroll-related, \$1.55 million in accounts payable due to large rail crossings, Richland Innovation Center, and grant activity. Lubeck noted that there is currently \$1.45 million outstanding in Accounts Payable, with \$1.281 million being the airport project.

Lubeck provided an overview of the accounts receivable status, including tenants' outstanding balances.

Lubeck noted that 2024 continues to trend slightly under budget and provided a visual of Year-To-Date operating expenses through November 30, 2024, which include variances.

Discussion ensued related to the current voucher report.

### **2. PORT ATTORNEY:**

Contract Port attorney John O'Leary stated that he will have a property related issue to discuss in Executive Session.

### **3. EXECUTIVE DIRECTOR:**

Executive Director Diahann Howard provided an overview of recent meetings and events she has participated in.

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meeting materials and recordings.

Howard noted that the Ag Council is considering 3110 Port of Benton Blvd. Howard added that Washington State Department of Commerce was in Richland in November and she participated in meetings with industry, education and workforce.

Howard noted that there is an industrial prospect on the 50 acres of land the Port is getting back from American Rock, which has access from Hagen Road.

Howard noted that meetings were held in conjunction with the City with all current tenants of the Richland Innovation Center and she recently attended her second CARB board meeting, which manages a revolving loan.

Howard provided updates on current transportation-related discussions and issues and current discussions with potential new and continued lease agreements, including the end of the Bouten Construction lease in Prosser because the hospital is nearly completed.

#### **I. FOR THE GOOD OF THE ORDER**

Executive Director Diahann Howard reviewed a list of upcoming meetings and events and confirmed that this report meets the Commission's expectations.

**J. EXECUTIVE SESSION:** The regular Commission meeting was recessed at 9:40 a.m. It was announced that an Executive Session would commence at 9:45 a.m. for 60 minutes to discuss personnel, potential litigation and real estate. It was noted that the regular meeting would be reconvened at 10:45 a.m.

At 10:45 a.m., it was announced that an additional 15 minutes was needed.

At 11 a.m., it was announced that an additional 10 minutes was needed.

At 11:10 a.m., it was announced that an additional 10 minutes was needed.

The regular Commission meeting was reconvened at 11:15 a.m.

**A motion was made by Commissioner Lori Stevens, seconded by Commissioner Roy Keck, and unanimously passed by the Commission, approving a 5% raise for the Executive Director.**

**K. ADJOURNMENT:** The meeting was adjourned at 11:16 a.m. with an announcement that the next regular Port of Benton Commission meeting would be held at 8:30 a.m. on Wednesday, January 15, 2025, at the Port of Benton Commission meeting room located at 3250 Port of Benton Blvd., Richland, Washington.

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Commission Secretary

**PORT OF BENTON**  
**SPECIAL COMMISSION MEETING MINUTES**  
**January 6, 2025**

**A. CALL TO ORDER:** The special meeting was called to order at 8:30 a.m. at the Port of Benton Commission room, 3250 Port of Benton Blvd., Richland, Washington.

**PRESENT:** Commissioner Scott D. Keller,

**REMOTE COMMUNICATIONS:** Commissioner Lori Stevens, Commissioner Roy D. Keck

**PORT STAFF PRESENT:** Diahann Howard, Jeff Lubeck, Quentin Wright, Summers Miya, Ron Branine, Brandin Lopez, Wally Williams, Cassie Hammond

**ALSO PRESENT:** John O’Leary, Gravis Law; Roger Wright, RGW Enterprises

**The following attendees attended via remote communications:** Jorge Celestino; Sheri Collins; Angela Saraceno-Lyman; Wendy Culverwell, Tri-City Herald; Doug Streifling, Community Member

The Commission meeting was noticed as required by RCW 42.30.080.

**B. PLEDGE OF ALLEGIANCE:** Diahann Howard led those present in reciting the Pledge of Allegiance.

**C. PUBLIC COMMENT:**

There were no comments from the public.

**D. ITEMS OF BUSINESS**

1. Award of White Bluff Rail – SR 240 Rail Crossing Project Contract

Executive Director Diahann Howard explained that four new bids were received after re-advertising for the project. The bids ranged from \$1.3 million to \$2 million.

Howard reminded the Commission that the Washington State Department of Transportation (WSDOT) has contributed \$865,000 to the project. The Port planned a match of \$435,000, but is still facing budget shortfall of approximately \$370,000 based on the current lowest bid.

Howard explained that the budget shortfall will be covered from the existing 2025 budget, including a grant project match amount that was not awarded to the Port.

Howard noted that one of the other bidders has made a claim that Stacy & Witbeck, the lowest, responsive bidder, did not meet the required DBE percentage, but WSDOT has reviewed and approved the Stacy & Witbeck bid and DBE submittal.

No exact schedule for the project has been established yet but the team is aiming for an April start. A project schedule will be established and communicated after the contract has been awarded. Coordination is ongoing with a state project set for road repaving and widening at SR 240.

Port of Benton  
Special Commission Meeting  
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meeting materials and recordings.

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**A motion was made by Commissioner Lori Stevens, seconded by Commissioner Roy Keck, and unanimously passed by the Commission, approving the \$1,341,975.00 award of the White Bluff Rail – SR 240 Rail Crossing Project to Stacy and Witbeck, the lowest responsive bidder.**

**K. ADJOURNMENT:** The meeting was adjourned at 8.36 a.m. with an announcement that the next regular Port of Benton Commission meeting would be held at 8:30 a.m. on Wednesday, January 15, 2025, at the Port of Benton Commission meeting room located at 3250 Port of Benton Blvd., Richland, Washington.

\_\_\_\_\_  
\_\_\_\_\_, Commission  
Secretary

**Port of Benton, Benton County, Washington  
Voucher Certification and Approval  
for the Month of December 2024**

**General Expenses**

Accounts Payable Warrants #:	84046	-	84118		\$ 1,510,924.26
Electronic Payments:					\$ 1,612.55
Total General Expenses					\$ 1,512,536.81

**Payroll**

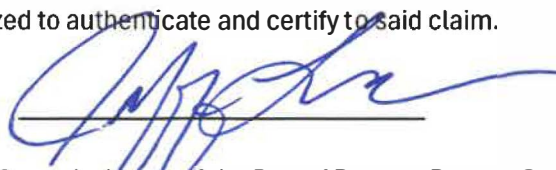
Direct Deposit:					
ACH					\$ 122,767.42
Electronic Payments:					
IRS Payroll Tax Deposit					\$ 44,583.98
Other Payroll Related Payments					\$ 12,247.34
Total Payroll					\$ 179,598.74

**Total General Expenses and Payroll**

\$ 1,692,135.55

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the Port of Benton and that I am authorized to authenticate and certify to said claim.

Attest:



Director of Finance/Port Auditor

We, the undersigned Commissioners of the Port of Benton, Benton County, Washington, do hereby certify the following vouchers/warrants have been certified and approved for payment, this the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_ President

\_\_\_\_\_ Vice President

\_\_\_\_\_ Secretary

**Port of Benton, Benton County, Washington  
Voucher Certification and Approval  
for the Month of December 2024**

**General Expenses**

Accounts Payable Warrants #:	84046	-	84118	\$	1,510,924.26
Electronic Payments:				\$	1,612.55
<b>Total General Expenses</b>				<b>\$</b>	<b>1,512,536.81</b>

**Payroll**

Direct Deposit:				\$	122,767.42
ACH				\$	122,767.42
Electronic Payments:				\$	44,583.98
IRS Payroll Tax Deposit				\$	44,583.98
Other Payroll Related Payments				\$	12,247.34
<b>Total Payroll</b>				<b>\$</b>	<b>179,598.74</b>
<b>Total General Expenses and Payroll</b>				<b>\$</b>	<b>1,692,135.55</b>

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the Port of Benton and that I am authorized to authenticate and certify to said claim.

Attest: \_\_\_\_\_ Director of Finance/Port Auditor

We, the undersigned Commissioners of the Port of Benton, Benton County, Washington, do hereby certify the following vouchers/warrants have been certified and approved for payment, this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
President

\_\_\_\_\_  
Vice President

\_\_\_\_\_  
Secretary

**Dec-24  
Cash Disbursements  
Batch Totals**

\$	1,510,924.26	Dec-24	
<b>\$</b>	<b>1,510,924.26</b>		
<b>Electronic Payments - Other Payment</b>			
\$	1,612.55	12/26/2025	NOVEMBER 2024 EXCISE TAX
<b>\$</b>	<b>1,612.55</b>		
<b>IRS Payroll Tax Deposit</b>			
	23,081.45	12/06/24	INTERNAL REVENUE SERVICE
	21,502.53	12/20/24	INTERNAL REVENUE SERVICE
<b>\$</b>	<b>44,583.98</b>		
	<b>1,557,120.79</b>		<b>Warrants, ACH, FedTax</b>
<b>Payroll Direct Deposit Net Pay</b>			
\$	58,226.13	12/06/24	PORT OF BENTON EMPLOYEES
\$	5,410.71	12/06/24	PORT OF BENTON COMMISSIONERS
\$	59,130.58	12/20/24	PORT OF BENTON EMPLOYEES
<b>\$</b>	<b>122,767.42</b>		
<b>Other Payroll Related Payments</b>			
\$	1,871.08	12/06/24	NATIONWIDE
\$	4,102.74	12/06/24	DCP
\$	100.00	12/06/24	WASHINGTON SUPPORT REGISTRY
\$	1,897.44	12/20/24	NATIONWIDE
\$	4,176.08	12/20/24	DCP
\$	100.00	12/20/24	WASHINGTON SUPPORT REGISTRY
\$	-		
\$	-		
\$	-		
\$	-		
\$	-		
\$	-		
\$	-		
<b>\$</b>	<b>12,247.34</b>		

Bank	Date	Payee	Document no.	Amount	Cleared	ACH
	11/29/2024	10041--Burney, Audrey	84046	577.25	In Transit	
	11/29/2024	10042--Lopez, Brandin	84047	773.85	In Transit	
	12/10/2024	VEN00637--360 AUTOMOTIVE & REPAIR	84048	2,544.61	In Transit	
	12/10/2024	VEN00012--AFLAC	84049	1,083.72	In Transit	
	12/10/2024	VEN00059--BENTON-FRANKLIN HEALTH DEPT	84050	26.00	In Transit	
	12/10/2024	VEN00077--COLUMBIA BASIN IT	84051	2,105.46	In Transit	
	12/10/2024	VEN00107--COOK'S ACE HARDWARE	84052	106.02	In Transit	
	12/10/2024	VEN00136--DIGITAL IMAGE TRI-CITIES, INC.	84053	48.92	In Transit	
	12/10/2024	VEN00664--ELIZABETH RENZ	84054	2,295.00	In Transit	
	12/10/2024	VEN00161--EXPRESS SERVICES, INC.	84055	2,770.63	In Transit	
	12/10/2024	VEN00616--FIBER MARKETING INTERNATIONAL, INC (FMI)	84056	119.26	In Transit	
	12/10/2024	VEN00175--FRONTIER FENCE, INC.	84057	3,722.98	In Transit	
	12/10/2024	VEN00180--GENSCO, INC	84058	295.67	In Transit	
	12/10/2024	VEN00009--GEO WAY ACE HARDWARE	84059	297.92	In Transit	
	12/10/2024	VEN00540--GLACIER SUPPLY GROUP, LLC	84060	1,203.06	In Transit	
	12/10/2024	VEN00419--GRAINGER	84061	96.55	In Transit	
	12/10/2024	VEN00211--INTERMOUNTAIN MATERIALS TESTING	84062	1,723.00	In Transit	
	12/10/2024	VEN00229--KELLEY'S TELE-COMMUNICATION, INC.	84063	139.36	In Transit	
	12/10/2024	VEN00644--LEAF	84064	245.27	In Transit	
	12/10/2024	VEN00510--LIFESECURE INSURANCE COMPANY	84065	573.36	In Transit	
	12/10/2024	VEN00245--LUKE'S CARPET	84066	1,182.56	In Transit	
	12/10/2024	VEN00258--MOON SECURITY SERVICES, INC	84067	3,252.82	In Transit	
	12/10/2024	VEN00471--OSBORN CONSTRUCTION & DESIGN, LLC	84068	3,206.65	In Transit	
	12/10/2024	VEN00299--PHASE 2 ELECTRIC, INC.	84069	794.60	In Transit	
	12/10/2024	VEN00301--PITNEY BOWES, INC	84070	198.46	In Transit	
	12/10/2024	VEN00305--POCKETINET COMMUNICATIONS, INC.	84071	240.00	In Transit	
	12/10/2024	VEN00592--PRO FIRE LLC	84072	682.04	In Transit	
	12/10/2024	VEN00636--SENSKE LAWN & TREE CARE LLC	84073	489.15	In Transit	
	12/10/2024	VEN00649--SWIFT CURRENT, LLC	84074	4,060.00	In Transit	
	12/10/2024	VEN00298--TRI-CITY COMPUTER CONSULTING LLC	84075	1,902.25	In Transit	
	12/10/2024	VEN00376--TRI-CITY REGIONAL CHAMBER	84076	396.00	In Transit	
	12/10/2024	VEN00402--UNDERGROUND CREATIVE, LLC	84077	2,050.00	In Transit	
	12/10/2024	VEN00414--VERIZON	84078	1,828.93	In Transit	
	12/18/2024	VEN00038--BANNER BANK - Credit Card	84079	16,292.30	In Transit	
	12/18/2024	VEN00044--BENTON PUD	84080	3,370.49	In Transit	
	12/18/2024	VEN00053--BENTON RURAL ELEC ASSOCIATION	84081	672.56	In Transit	
	12/18/2024	VEN00075--CASCADE NATURAL GAS CORP	84082	1,329.54	In Transit	
	12/18/2024	VEN00629--CHICAGO TITLE OF WASHINGTON	84083	380.45	In Transit	
	12/18/2024	VEN00321--CI INFORMATION MANAGEMENT	84084	1,651.89	In Transit	
	12/18/2024	VEN00071--CITY OF PROSSER	84085	6,422.79	In Transit	
	12/18/2024	VEN00234--CITY OF RICHLAND LANDFILL	84086	439.66	In Transit	
	12/18/2024	VEN00092--CLARK HILL PLC	84087	1,600.00	In Transit	
	12/18/2024	VEN00700--CLIFTON LARSON ALLEN LLP	84088	14,081.81	In Transit	
	12/18/2024	VEN00077--COLUMBIA BASIN IT	84089	664.26	In Transit	
	12/18/2024	VEN00105--CONNELL OIL, INC	84090	630.61	In Transit	
	12/18/2024	VEN00149--EFC EQUIPMENT FEED PET SUPPLY	84091	70.24	In Transit	
	12/18/2024	VEN00175--FRONTIER FENCE, INC.	84092	30,974.07	In Transit	
	12/18/2024	VEN00419--GRAINGER	84093	324.05	In Transit	
	12/18/2024	VEN00601--GRAVIS LAW PLLC	84094	14,680.00	In Transit	
	12/18/2024	VEN00200--HDR ENGINEERING, INC	84095	3,340.61	In Transit	
	12/18/2024	VEN00588--IC CONSULTING CORPORATION	84096	9,225.00	In Transit	
	12/18/2024	VEN00291--KENNEWICK RANCH AND HOME	84097	416.23	In Transit	
	12/18/2024	VEN00732--MAXWELL ASPHALT INC	84098	1,281,171.08	In Transit	



12/18/2024	VEN00297--PERSONAL TOUCH CLEANING, INC.	84099	29,099.31	In Transit	
12/18/2024	VEN00302--PLATT ELECTRIC SUPPLY, INC	84100	1,444.51	In Transit	
12/18/2024	VEN00326--RGW ENTERPRISES P.C. INC	84101	13,790.00	In Transit	
12/18/2024	VEN00334--SANITARY DISPOSAL, INC.	84102	1,849.26	In Transit	
12/18/2024	VEN00536--SPECK CHEVROLET BUICK OF PROSSER	84103	147.77	In Transit	
12/18/2024	VEN00359--STEEBER'S LOCK SERVICE, LLC	84104	206.53	In Transit	
12/18/2024	VEN00363--STONEWAY ELECTRIC SUPPLY INC	84105	55.80	In Transit	
12/18/2024	VEN00341--SUPERIOR GLASS	84106	3,783.13	In Transit	
12/18/2024	VEN00709--TERESA HANCOCK	84107	1,200.00	In Transit	
12/18/2024	VEN00385--THE HOME DEPOT CRC/GEFC	84108	705.74	In Transit	
12/18/2024	VEN00376--TRI-CITY REGIONAL CHAMBER	84109	102.00	In Transit	
12/18/2024	VEN00399--TRIDEC, INC.	84110	2,083.37	In Transit	
12/18/2024	VEN00693--WALLA WALLA CARPET ONE LLC dba FLOOR & HOM	84111	22,849.02	In Transit	
12/18/2024	10017--Roemeling, Cory	84112	2,907.65	In Transit	
12/18/2024	10033--Mora, Julia	84113	183.99	In Transit	
12/18/2024	10026--Stevens, Lori	84114	95.14	In Transit	
12/18/2024	10007--Keck, Roy	84115	141.95	In Transit	
12/18/2024	10037--Keller, Scott	84116	37.52	In Transit	
12/18/2024	10020--Miya, Summers	84117	511.77	In Transit	
12/18/2024	10013--Williams, Wallace	84118	960.81	In Transit	
12/26/2024	VEN00239--WASHINTGON STATE DEPT OF REVENUE	112024B&O		In Transit	1,612.55
12/6/2024	VEN00215--INTERNAL REVENUE SERVICE	12062024FT		In Transit	23,081.45
12/6/2024	VEN00425--WASHINGTON STATE SUPPORT REGISTRY	120624CS		In Transit	100.00
12/20/2024	VEN00215--INTERNAL REVENUE SERVICE	12202024FT		In Transit	21,502.53
12/20/2024	VEN00425--WASHINGTON STATE SUPPORT REGISTRY	122024CS		In Transit	100.00
12/6/2024	VEN00122--DEPT OF RETIREMENT SYSTEMS	DCP120624		In Transit	4,102.74
12/20/2024	VEN00122--DEPT OF RETIREMENT SYSTEMS	DCP122024		In Transit	4,176.08
12/6/2024	VEN00268--NATIONWIDE RETIREMENT SOLUTION	NW12062024		In Transit	1,871.08
12/20/2024	VEN00268--NATIONWIDE RETIREMENT SOLUTION	NW12202024		In Transit	1,897.44
<b>Total for BCT MAIN</b>			<b>1,510,924.26</b>		<b>58,443.87</b>

**AGENDA**  
**PORT OF BENTON**  
**ECONOMIC DEVELOPMENT CORPORATION BOARD MEETING**  
**January 15, 2025**  
**8:40 a.m.**  
**3250 Port of Benton Boulevard**  
**Richland, Washington**

- A. Call to Order
- B. Approval of January 10, 2024, Port of Benton Economic Development Corporation Board Meeting Minutes
- C. Selection of Officers for 2025
- D. Adjournment

**PORT OF BENTON  
ECONOMIC DEVELOPMENT CORPORATION  
MEETING MINUTES  
January 10, 2024**

**A. CALL TO ORDER:** The meeting was called to order at 8:42 a.m. at the Port of Benton Commission Meeting Room, 3250 Port of Benton Blvd., Richland, WA.

**PRESENT:** Commissioner Scott D. Keller, Commissioner Lori Stevens; Commissioner Roy D. Keck; Executive Director, Diahann Howard, PPM®, PPX®; Port Attorney, David Biletdeaux, PPM®; Director of Real Estate, Teresa Hancock; Public Information Officer, Summers Miya; Senior Accountant, Veronica Serna; Accounting Specialist, Julia Mora; Director of Facilities & Operations, Ron Branine; Airport Manager, Quentin Wright; Director of Finance, Jeff Lubeck; Director of Marketing, Wally Williams; Director of Governmental Affairs, Cassie Hammond; Construction Project Manager, Bryan Bell; Bill O’Neil, Richland Airport; Garreth Nisbett, Benton City; Rick Heath, Framatome; Christy Rasmussen, Energy Northwest; Jon Ray, Richland Airport Tenant; Ashley Garza; Clif Dyer, Richland Airport

**The following attendees attended via remote communications:** Contract Specialist Sheri Collins; Wendy Culverwell, Tri-City Herald; Damien Sinnott, WSU Tri-Cities; Jeff Losey, Home Builders Association; Shaun Gordon, Banner Bank; Mayor Theresa Richardson, City of Richland; Steve Balaski; Jorge Celestino; Jeff M., Community Member; Bryan Condon, Century West Engineering; Wade, Community Member

The Commission meeting was noticed as required by RCW 42.30.070.

**B. APPROVAL OF MINUTES:**

**A motion was made by Commissioner Roy Keck, seconded by Commissioner Lori Stevens, and unanimously passed by the Commission approving the January 11, 2023, Economic Development Corporation (EDC) minutes.**

**C. SELECTION OF OFFICERS:**

As required by the Port of Benton EDC bylaws, an annual board meeting will be held on this date. **A motion was made by Commissioner Lori Stevens, seconded by Commissioner Roy Keck, and unanimously passed by the Commission approving the EDC officers for 2024: President Scott D. Keller, Vice President Lori Stevens, and Secretary Roy D. Keck**

**D. ADJOURNMENT:** The EDC meeting was adjourned at 8:44 a.m.

\_\_\_\_\_  
\_\_\_\_\_, Secretary  
Port of Benton  
Economic Development Corporation

**RESOLUTION 25-01  
DELEGATION OF AUTHORITY**

**A RESOLUTION OF THE PORT OF BENTON ADOPTING A MASTER  
POLICY DIRECTIVE ON THE ADMINISTRATIVE AUTHORITY OF THE  
EXECUTIVE DIRECTOR AND HER DESIGNEES**

**WHEREAS**, Section 53.12.270 of the Revised Code of Washington provides authority to the Port Commission for delegation of powers to the Executive Director: and

**WHEREAS**, the Port Commission has previously adopted policy directives in Resolution 94-01 delegating administrative authority to the Executive Director and his/her designees for the purpose of expeditious administration of the Port; and

**WHEREAS**, the Port Commission has from time to time found it necessary to amend and revise such directives due to changes in law and/or operations of the Port; and

**WHEREAS**, the Port Commission now wishes to provide an updated master policy directive on the administrative authority of the Executive Director and her designees, and to repeal any prior resolutions dealing with the same subject.

**NOW, THEREFORE, BE IT RESOLVED** by the Port Commission of the Port of Benton as follows:

**SECTION 1.** The master policy directive of the Port Commission of the Port of Benton as set forth as Exhibit "A" attached to this Resolution and incorporated herein by such reference, is for the purpose of establishing administrative authority for the Executive Director and her designees.

**SECTION 2.** The Revised Code of Washington 53.08.090 authorizes the Port Commission to delegate to the Executive Director by resolution, the authority to sell and convey port district property as outlined in Exhibit A, Section XX. In as much as state law requires that this authority be renewed from year to year, the Port Commission is authorized to accomplish the same by motion; provided, however, that in the event this authority is amended or repealed, such amendment or repeal must be by resolution adopted by the Port Commission.

**ADOPTED** by the Commission of the Port of Benton this January 15, 2025, at Richland, Washington and duly authenticated in open session by the signatures of the Commissioners voting in favor thereof.

\_\_\_\_\_  
\_\_\_\_\_, President

\_\_\_\_\_  
\_\_\_\_\_, Vice President

\_\_\_\_\_  
\_\_\_\_\_, Secretary

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**EXHIBIT "A" TO RESOLUTION 25-01**

**Port of Benton**

**COMMISSION POLICY DIRECTIVE**

**AUTHORITY OF EXECUTIVE DIRECTOR  
AND DESIGNEES**

The following policy is adopted by the Port Commission for the purpose of establishing the administrative authority of the Executive Director who is responsible for normal Port operations. The phrase "normal Port operations" as used herein, means regular day-to-day business transactions involving personnel, materials and money. The Commission shall retain an Executive Director to implement the objectives of the Port, which shall be established by the Port Commission. The Executive Director derives authority from the Commission acting as the governing body. The Executive Director shall retain professional staff, which shall operate and manage according to directives from the Executive Director. The Executive Director shall regularly inform and consult with the Commission regarding significant information and business transactions, by a method mutually agreeable to the Commission and the Executive Director. The Executive Director shall serve as the primary spokesman for management. The Executive Director shall be solely responsible for the conduct of business transactions of the Port.

The Commission is responsible for setting policy and direction for all Port business. It does so by annually adopting a budget and, from time to time, adopting other policy-setting documents. Within the general scope of and in conformance with the direction established by such documents and with the exception of the limitations identified in the specific policies which follow, the Executive Director shall be responsible for the operation, maintenance, administration and use of the Port's properties and facilities; the development of industrial districts; the implementation of construction work and alterations and improvements to the Port's real estate and physical facilities and necessary planning incidental thereto; the administration of the day-to-day operations which include personnel administration (salary and benefit matters including the fixing of wages and benefits within overall budgetary guidelines, task and project assignments, hiring, firing, training, grievance procedures, employee enrichment and improvement, etc.); execution. of contracts; the delivery of services essential to the Port's mission; financial and accounting related matters; legal matters and all other administrative matters. Further, Executive Director is hereby authorized to publish notice of any and all public hearings which are required by law or are necessary for Port Commission action. Except as may be prohibited by state law, all delegations described herein with monetary limitation shall be automatically adjusted at the beginning of each year to conform with the preceding years, etc.

Prior to implementation, the Executive Director will notify the Port Commission of the index adjustments which will then become effective as of February 1.

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The Executive Director may delegate to appropriate Port staff such of his/her administrative authority or reporting requirements herein established as, in his/her discretion, is necessary and advisable in the efficient exercise of such authority. To implement delegations of authority to Port staff, the Executive Director shall promulgate Port of Benton Policy and Procedure Manuals, monetary delegations, authority to execute contracts, and other documents such as employee position descriptions, affirmative action plans, office manuals, etc., which shall include such delegations as appropriate. The responsibility for all administration and day-to-day operations of the Port rests solely with the Executive Director. Any Commission directives or initiatives shall be made through the Executive Director and shall be made only by the Port Commission acting as a body.

**PORT OF BENTON  
SPECIFIC POLICY DIRECTIVES OF  
ADMINISTRATIVE AUTHORITY OF EXECUTIVE DIRECTOR  
AND DESIGNEES**

**I. REAL PROPERTY AGREEMENTS**

**A Types of Agreements**

The following directives of this Article I apply to all agreements for use of Port real property, including but not limited to leases, license agreements, rental agreements, operating agreements and use agreements (all hereinafter referred to as "Real Property Agreements or "Agreements").

**B. General Real Property Agreement Policy**

Except as provided in Paragraph I(c), all real property of the Port shall be used pursuant to an appropriate written instrument approved by the Port Commission and accompanied by security in accordance with law.

Prior to the execution of such instrument, the Executive Director shall have secured authority to enter negotiations and shall have appraised the Port Commission of the progress of such negotiations; provided for proper security, submitted the Agreement to Port Counsel for approval; and followed all other applicable laws and Port Commission created Lease Policy.

**C. Real Property Agreement Procedures**

The Executive Director is authorized to perform the following actions without Port Commission approval, but must quarterly provide the Port Commission a report summarizing actions:

1. Agreements having a term (including any options) of five years duration or less may be approved and signed by the Executive Director provided the Port's standard Agreement form is used (except for provisions inapplicable), Agreement terms conform to proper real estate practices and the guidelines set forth in the Lease Policy, and there is no financial obligation of the Port for improvements.
2. To the extent assignments, subleases, or options are permitted in the basic Agreement the same may be approved by the Executive Director, provided; other substantive terms of the Agreement are unchanged; any option or options do not result in an Agreement term (including options) of more than five years; rental adjustments consistent with Port Lease Policy are made; and provided an amendment to the Agreement may be approved by the Executive Director if the scope of the amendment is otherwise within the authority of the Executive Director under this Resolution.
3. Easements of five years or less, licenses and permits ancillary to the normal operation of the Port may be granted by the Executive Director.
4. The Executive Director is charged with the responsibility to insure that all agreement terms are complied with and is authorized to take necessary measures to cause compliance or to protect the Port's legal position, including but not limited to the giving of all notices provided for in the Agreement.
5. Customary and usual easements granted for installation of utilities to service Port properties or for rights of way for access to Port properties may be executed by the Executive Director on behalf of the Port regardless of the length of the term. Other easements with a term of five years or less, licenses or permits ancillary to the normal operation of the Port may be executed by the Executive Director on behalf of the Port.

## **II. REAL PROPERTY AGREEMENT SECURITY AND INSURANCE**

The Executive Director is authorized to take all necessary actions on behalf of the Port Commission in connection with Agreement surety bonds, Agreement surety, rental insurance, or other security (hereinafter referred to as "Agreement Security") and insurance coverage required pursuant to any Agreements of the Port, including any of the following actions:

- A. Where the Agreement is not in default, to release any Agreement Security where an adequate substitute security has been provided.
- B. To approve any Agreement Security or insurance submitted in fulfillment of the requirements of any Agreement, including substitute or replacement coverage for any terminated bond or other Agreement Security.

- C. To approve any substitute or modification of insurance, and to release any insurance company when substitute or replacement insurance coverage has been provided.

### **III. REAL PROPERTY TRANSACTIONS**

- A. When the Port Commission authorizes the acquisition of real property by negotiated purchase or condemnation, the Executive Director shall take all necessary steps, including appraisals, to secure title of such property for the Port. The acquisition price of individual properties (or ownerships) shall in no case exceed the Port's appraisal without further specific Commission approval. When several parcels are authorized for purchase by the Port Commission, the total price paid for all such properties shall not exceed the Port's appraisal without further specific Commission approval.
- B. When the Port Commission authorizes the sale of Port real property, the Executive Director shall be empowered to take all necessary administrative steps including the acquisition of appraisals in order that execution of the conveyance instrument by the Commission may occur. After execution of the instrument by the Commission, the Executive Director is authorized to take any and all other necessary steps, including delivery, to finalize the sale.
- C. The Executive Director is authorized to enter into Non-Disclosure Agreements (“NDAs”) to the extent permitted by law in order to provide for the furtherance of the public good in regards to price, technical information, business information, and other competitive real property features in negotiations with entities seeking to do business with the Port.

### **IV. CONTRACTS FOR PERFORMANCE OF WORK**

- A. Contract Awards for Construction and Maintenance
  - 1. The Executive Director may, without prior Commission approval, execute on its behalf small works roster contracts where the total estimated contract price does not exceed Fifty Thousand Dollars (\$50,000), the work is within Capital Budget authorized limits, and so long as all statutory procedures are followed.
  - 2. The Executive Director may, without Port Commission approval, prepare plans and specifications, issue notices calling for bids, award and accept contracts for work where the total estimated contract price does not exceed Fifty Thousand Dollars (\$50,000), provided that all requirements of R.C.W. 53.08.120-135 are met, and the work is within authorized Capital Budget limits. Change order amounts are at the discretion of the Executive Director, provided they do not increase the adjusted contract to an amount in excess of \$50,000. If the project scope varies from the Commission approved Capital Budget, it will be brought before the Commission before obligation of any funds.



3. On contracts for work exceeding Fifty Thousand Dollars (\$50,000), Commission approval shall be required prior to the preparation of plans and specifications for such work. Request for authorization to prepare plans and specifications shall include an estimate as to the total cost of the work. Upon completion of plans and specifications, the Executive Director is authorized to publish notice calling, for bids. Award of contract will be made with Commission approval unless there is a time constraint. In the event of a time constraint, Commission approval for award by the Executive Director will be requested in connection with the request for authorization to prepare plans and specifications. If an award is to be made to other than the lowest responsible bidder; if there is a material deviation from the Port's General Conditions; or if the bid is in dispute, Port Commission approval shall be sought prior to the award. Port Commission approval shall be required for the rejection of all bids.
4. When any emergency shall require the immediate execution of a contract for work, the Executive Director, pursuant to the procedures of R.C.W. 39.04.020 (as it may be amended or succeeded), is authorized to make a finding of the existence of such emergency and execute any contracts necessary to respond to the existing emergency, provided that the Executive Director shall, at the first Port Commission meeting following the Executive Director's finding of the existence of an emergency, request Port Commission ratification of the finding of emergency and any contracts awarded and/or executed pursuant to that finding.

#### B. Change Orders

Where contracts for the performance of work exceeding \$50,000 have been awarded and under which the work is in progress, and individual changes in plans and/or specifications are necessitated in order to properly accomplish the work, the Executive Director is authorized to execute individual change orders to the contract provided the following conditions are met:

1. The estimated cost of the individual changes in plans and/or specifications will not exceed Ten Thousand Dollars (\$10,000) or 10% of the contract price, whichever is less. However, when an individual change order issued under any contract shall cause the total cash amount of change orders to that contract to exceed a sum equal to 20% of the original contract amount, or Fifty Thousand (\$50,000), whichever is less, such change order shall not be issued without prior Commission approval and no future change orders to said contract may be issued without Commission approval.
2. The contract provides for issuance of change orders.
3. The individual change order has been approved and certified by the Port's Architect or Engineer supervising the contract as being necessary to the proper accomplishment of the work called for in the basic contract.

4. Any time extension for completion of said contract which accompanies said change order does not exceed forty-five (45) days, except a change order extending the contract determined time beyond forty-five (45) days where it is to be a result of fire and other casualties not the fault of the contractor; strikes, riots and other civil disorders; unsuitable weather, or other act of God which results in suspension of work by order of the Port's architect or Engineer supervising the contract.

C. Reports

Notwithstanding the authorities granted in the preceding sections A and B, the Executive Director shall keep the Commission advised of all contracts on a monthly basis.

**V. UTILIZATION OF PORT CREWS**

- A. The Executive Director is authorized to use necessary workers for operations and maintenance of facilities pursuant to Port Commission approved labor agreements.
- B. The Executive Director shall be responsible for obtaining, prior Port Commission approval for work projects which are new construction or major modifications of Port facilities to be carried out by Port crews when the total estimated cost exceeds Fifty Thousand Dollars (\$50,000).

**VI. CONTRACTS FOR ACQUISITION OF UTILITIES, MATERIALS, EQUIPMENT, SUPPLIES, AND SERVICES**

The Executive Director shall have the responsibility for following all statutory requirements and procedures in connection with all contracts for the acquisition of utilities, materials, equipment, supplies and services. Utilities, materials, equipment, supplies and services (including services provided by public agencies) may be acquired on the open market, pursuant to published tariffs, or by competitive bidding when necessary for the normal maintenance and operations of the Port, and no prior Port Commission approval shall be required but shall, where appropriate, be approved as part of normal monthly expenses and shall be within authorized budgets. Where a requirement exists for formal competitive bidding, the Executive Director may execute contracts for the acquisition of utilities, materials, equipment, supplies and services subject to the following conditions:

- A. The contract or purchase order price for one year does not exceed Fifty Thousand Dollars (\$50,000) or, if specifically identified in the annual budget, the amount shown in such budget, and the contract provides for no more than two (2) options to extend the contract for one (1) year periods, provided that the basic contract or purchase order price and any contract extensions must be within appropriate annual budget limits.

- B. The award is made to a bidder who has submitted a proposal based on the plans and specification on file, or, where permissible, based upon his own plans and specifications and accompanied by a bid proposal deposit as may be required, and which is, as nearly as practicable, in accordance with the requirements of R.C.W. 53.08.120, (as it may be amended or succeeded).
- C. The successful bidder has provided, where required, a performance bond with sureties which comply with the requirements of the applicable law.

## **VII. REIMBURSABLE SERVICES**

The Executive Director is authorized to enter into agreements pursuant to which the Port will provide reimbursable services, when such services are part of normal Port operations or incident thereto.

## **VIII. ARCHITECTURAL, ENGINEERING, AND TECHNICAL SERVICES**

The Executive Director is authorized to contract with qualified architectural, engineering, and technical testing and inspection firms licensed in the State of Washington to provide such services as required for maintenance, engineering work or small projects of the Port. Selection and reimbursement for such services shall follow all required statutory procedures and shall be consistent with normal established fees paid for such services. If the fee on any single project or closely related work is estimated to exceed Fifty Thousand Dollars (\$50,000), Port Commission approval shall be required. Where architectural and engineering services are ancillary to capital projects, Port Commission approval shall not be required so long as those fees do not exceed 15% of the estimated contract amount. The Executive Director will endeavor to use a variety of firms (including minority and women-owned business firms) based on the nature of the work and the expertise of the firms.

## **IX. PROFESSIONAL AND CONSULTANT SERVICES**

Except as provided in Section VIII of this Exhibit A, the Executive Director shall be responsible for obtaining professional and consultant services where deemed necessary in carrying out normal Port operations and provided all applicable legal requirements are met. The Executive Director may arrange for such services where the estimated cost of the proposed service does not exceed the amount of Fifty Thousand Dollars (\$50,000), provided all such arrangements shall be reported to the Port Commission monthly.

## **X. LEGAL SERVICES AND OTHER REPRESENTATION**

The Executive Director and Commission appointed Port Counsel shall be responsible for management and supervision of all legal services required by the Port and for litigation in which the Port has an interest, direct or indirect. For purposes of this section, "litigation" shall mean

the assertion of any position, right or responsibility by or against the Port (or in which the Port may have an interest) which has been filed in any court of general jurisdiction, be it state or federal, or any quasi judicial or administrative forum.

A. Legal Services

The Executive Director is authorized to retain law firms, through Port Counsel as necessary, to provide legal services. Retained legal counsel may act solely on behalf of the Port or jointly with other interested parties. Payment for legal services other than litigation shall be by reimbursement not to exceed established hourly rates plus expenses. In litigation matters, legal counsel shall be reimbursed at a rate not to exceed their established hourly rate plus expenses.

B. Engagement of Other Representatives

In connection with litigation or other legal matters in which the Port has a direct or indirect interest, the Executive Director may engage, or cause to be engaged through the Port Counsel, other representatives to act solely on behalf of the Port or jointly with other interested parties. Such representatives shall be reimbursed at their established hourly rates plus expenses or on another basis which is standard for their services.

C. Engagement of Experts

The Executive Director may engage or cause to be engaged through the Port Counsel, such experts as may be necessary to the orderly preparation of litigation in which the Port has a direct or indirect interest, within limitations otherwise prescribed in Section IX above. Such engagement shall be upon authorization given by the Executive Director after having been satisfied that such expenditure is necessary to the adequate preparation and representation of the Port's position in such litigation and shall wherever practicable include evaluation of the litigation and an estimate of the probable cost of such experts.

D. Settlement

Unless otherwise specified herein any matter which is the subject of litigation may be compromised and settled by the Executive Director provided that the settlement amount does not exceed .1% of the Port's estimated current year gross operating revenues and that the Port Counsel shall certify to the Executive Director that such compromise and settlement is justified on the basis of the following:

a. Claims filed against the Port

- l) the likelihood that a judgment rendered in the case would be in the amount claimed, or higher than the amount claimed, or that there is

reasonable cause to believe that there is considerable exposure of liability for the Port; or

ii) the likelihood that the expenses involved in litigation would be unnecessarily high in relation to the amount claimed, or the likely result.

b. Claims filed on behalf of the Port

i) that the determination to settle the claim outweighs the risk of resorting litigation; or

ii) that the settlement of the claim would provide prompt payment to the Port and eliminate extensive delays; or

iii) that the proposed offer of settlement is reasonable in light of the claim asserted.

#### **XI. ADJUSTMENT AND SETTLEMENT OF CLAIMS (except those as referenced above)**

The Executive Director shall be responsible for the observance of necessary procedures whereby the adjustment and final settlement of all claims, either against or on behalf of the Port, shall be carried out. Necessary procedures in the handling of such claims shall include the following:

A. For purposes of this section, "Claim" shall mean the assertion of any position, right or responsibility by or against the Port, but not including (1) accounts receivable to the extent covered in Section XII, or (2) claims asserted by or against the Port which have become the subject of litigation as defined in Section X above.

B. No claims against the Port shall be considered unless and until proper notice has been served by the claimant upon the Port.

C. Any individual claim which exceeds .1% of the Port's estimated current year gross operating revenues may be processed in all respects (except for final approval and payment) by the Executive Director and Port Counsel. No such claims shall be submitted for approval to the Port Commission until a tentative agreement has been reached with the parties concerned for settlement. Claims which in the opinion of the Executive Director may exceed .1% of the Port's estimated current year gross operating revenues shall be reported to the Port Commission promptly.

D. Any single claim not exceeding .1% of the Port's estimated current year gross operating revenues may be adjusted and settled and paid by the Executive Director provided that all of the following conditions are met:

1. The Port Counsel shall certify to the Executive Director that payment of the claim is justified on the basis of the following:

- a. Claims filed against the Port:
  - i) a substantial likelihood that the Port is or could be found liable; or
  - ii) the likelihood that a judgment rendered in the case would be in the amount claimed, or higher than the amount claimed or that there is reasonable cause to believe that there is considerable exposure of liability for the Port;
  - iii) the likelihood that the expenses involved in litigation would be unnecessarily high in relation to the amount claimed, or the likely result.
- b. Claims filed on behalf of the Port:
  - i) that the determination to settle the claim outweighs the risk of resorting to litigation;
  - ii) that the settlement of the claim would provide prompt payment to the Port and eliminate extensive delays;
  - iii) the proposed offer of settlement is reasonable in light of the claim asserted.

2 All such claims, when paid, shall be reported to the Port Commission monthly.

## **XII. ADJUSTMENT AND WRITE-OFF OF ACCOUNTS RECEIVABLE**

The Executive Director is authorized to establish procedures to (1) make adjustments to accounts receivable for valid business reasons which do not constitute a gift of public funds, or (2) to write off any uncollectible account which does not exceed .05% of the Port's estimated current year gross operating revenues.

Prior to adjusting or writing off of any account receivable or uncollectible, the Executive Director shall be satisfied that every reasonable effort has been made by the staff to resolve or accomplish the collection of the account. For those accounts that fail to make payment, the Executive Director shall authorize the Port Counsel to bring action in courts of law, or if more appropriate, to assign the same to collection agencies in an attempt to collect such accounts. If, after attempting all normal account collection procedures, the account is still uncollectible after 90

days or more, the Executive Director shall be authorized to provide for writing off such an account. Any account in excess of .05% of the Port's estimated current year gross operating revenues which is deemed to be uncollectible shall be referred to the Port Commission for final approval of writing off that account.

### **XIII. INVESTMENT OF TEMPORARILY IDLE PORT FUNDS**

For purposes of this section, "Temporarily Idle Port Funds" shall mean those funds which are not required for immediate expenditure. The Executive Director is authorized to direct the Port Treasurer, in accordance with applicable law relating to the investment of public funds, in the investments of temporarily idle Port funds. These directives include, but shall not be limited to, investments in authorized government securities, sale of such investments, and necessary inter-fund transfers. A summary report of investments shall be provided to the Port Commission monthly.

### **XIV. INSURANCE PROGRAMS**

The Executive Director shall be authorized to negotiate and obtain appropriate policies of insurance to cover Port property, liability, employee coverages, and other areas appropriately included within a comprehensive insurance program. The Executive Director is authorized to approve changes or modifications within the policies of insurance, including programs to provide deductible provisions, so long as such programs are promptly and regularly reported to the Port Commission so it is kept informed of basic changes made in the overall insurance program of the Port.

### **XV. TRADE DEVELOPMENT PROGRAMS**

The Executive Director is authorized, consistent with statutory limitations, to develop and carry out programs of trade development (which may include tourism and tourism promotion), advertising (including the use of advertising firms within budgetary authority and promotion of the Port, including its properties, facilities and services. This may include participation in programs and agreements designed to provide shippers which use or may use the Port of Benton with the most competitive service and lowest possible, freight rates including negotiation of warehouse rates, consolidation of traffic and prepayment of freight charges by the Port, and all necessary activities related to the intermodal movement of interstate and foreign cargo. Such programs of trade development and promotion shall be reviewed by the Port Commission from time to time so it may be informed as to chances which occur.

### **XVI. ISSUANCE OF TARIFFS**

Except in the case of the port operated marina, the Executive Director is authorized to issue tariffs and tariff amendments as necessary, provided the Port Commission will be given a report of adjustments on a quarterly basis.

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## **XVII. RULES AND REGULATIONS**

The Executive Director is authorized to adopt any administrative rules and regulations necessary for the efficient operation of the Port so long as such rules and regulations are reported to the Port Commission quarterly.

## **XVIII. AFFIRMATIVE ACTION AND EQUAL EMPLOYMENT**

It is the basic policy of the Port of Benton to provide equal opportunity to the users of all Port services and facilities, all contracting entities, Port employees and applicants for employment, and to assure that there be absolutely no discrimination against any persons on grounds of race, creed, color, national origin, sex, sexual preference, marital status, age, or the presence of any sensory, mental, or physical handicap. This policy is to be implemented by the Executive Director as more specifically set forth by Resolution of the Port Commission (as it may be amended from time to time) and Port policies covering affirmative action, equal employment opportunity and minority and women-owned business participation in Port contracts.

## **XIX. TRAVEL OF EMPLOYEES AND OTHER AUTHORIZED REPRESENTATIVES OF THE PORT**

The Executive Director is authorized to approve travel by employees and/or other authorized representatives of the Port in accordance with the established travel policy in order to effectuate necessary normal Port operations, provided that reimbursable personal travel expenses for an individual trip shall not exceed Ten Thousand Dollars (\$10,000) within the continental United States and provided that the Commission shall be advised monthly of major travel made by Port staff. Any International Travel must be approved by the Executive Director, as to Port employees, and the Port Commission in an open public meeting, as to Commissioners. All travel must abide by Resolution 23-31, "A Resolution of the Port of Benton Commission Regarding Travel Policies & Procedures."

International trade missions will receive Port Commission review and approval.

The President of the Commission shall be notified in advance of any absence greater than 48 hours of the Executive Director and be furnished a report of major travel monthly.

## **XX. SALE OF PERSONAL PROPERTY**

The Executive Director is authorized pursuant to R.C.W. 53.08.090 to sell and convey surplus personal property of the Port pursuant to the requirements of R.C.W. 53.08.090-.092 (as amended or succeeded) and authorized pursuant to Port Resolution No. 20-36, "A Policy Of The Port Of Benton For The Sale And Disposal Of Surplus Personal Property." In no case shall surplus personal property of the Port be sold to any Port Commissioner or Port employee or to members of their immediate families without the specific approval of the Port Commission. This provision

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does not prohibit commissioners, employees, and members of their immediate families from bidding on excess Port property sold at public auction.

#### **XXI. BANKING SERVICES**

The Executive Director is authorized to negotiate for banking services and enter into agreements for such services for terms not to exceed five years. Procedures shall be established for the deposit/disbursal of Port funds recognizing the requirements cited in R.C.W. 53.36.010 and providing for an adequate system of internal control. Funds may be deposited in an impress bank account for miscellaneous expenditures in an amount not to exceed Four Thousand Dollars (\$4,000). Warrants/checks may require single or dual signatures as is deemed appropriate.

#### **XXII. AUTHORIZATION OF EXPENDITURES**

The Executive Director is authorized to establish an adequate system to control purchases of materials, supplies and services. Such system should take into consideration the nature of the purchases and the dollar amounts involved. No funds shall be expended unless the purchase invoices have been properly approved in accordance with the provisions of the system established.

#### **XXIII. IMPRESS WORKING FUNDS (PETTY CASH/CHANGE FUNDS)**

The Executive Director is authorized to establish various working funds, provided that the total amount of any such fund shall not exceed Five Hundred Dollars (\$500). The working funds provide for petty cash purchases/change funds, and the dollar amount thereof shall be recorded on the Port's balance sheet. The Executive Director is also authorized to establish and maintain procedures for the creation and control of such funds.

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**RESOLUTION 24-02**

**A RESOLUTION OF THE PORT OF BENTON  
AUTHORIZING THE PORT EXECUTIVE DIRECTOR  
TO SELL AND CONVEY SURPLUS PROPERTY WITH LESS  
THAN \$22,830 VALUE**

**WHEREAS**, the Port of Benton Commission met this 15<sup>th</sup> day of January 2025, a quorum of the Commissioners being present; and

**WHEREAS**, from time to time it is necessary to surplus items no longer needed for Port District purposes; and

**WHEREAS**, RCW 53.08.090 provides that the Port Commissioners may authorize the Port Executive Director to sell and convey property of less than \$22,830 in value; and

**WHEREAS**, that the Port Commission previously approved Port Resolution No. 20-36, "A Policy of the Port of Benton for the Sale and Disposal of Surplus Personal Property," which remains in effect and shall be followed; and

**NOW, THEREFORE, BE IT RESOLVED** by the Port of Benton Commissioners to authorize the Port Executive Director to surplus Port property no longer needed for Port purposes which has a value of \$22,830 or less; and

**BE IT FURTHER RESOLVED** that this resolution shall be in force for one calendar year and shall expire on January 15<sup>th</sup>, 2026.

**DATED AND SIGNED** at Richland, Washington this 15<sup>th</sup> day of January 2025.

\_\_\_\_\_  
\_\_\_\_\_, President

\_\_\_\_\_  
\_\_\_\_\_, Vice President

\_\_\_\_\_  
\_\_\_\_\_, Secretary

**RESOLUTION 25-03**

**A RESOLUTION OF THE PORT OF BENTON APPROVING  
A UTILITY EASEMENT FOR SPECTRUM PACIFIC WEST LLC  
(A.K.A. CHARTER COMMUNICATIONS) ON UNIVERSITY  
STREET FOR THE INSTALLATION OF  
TELECOMMUNICATION**

**WHEREAS**, Spectrum Pacific West LLC has requested a utility easement on University Street to install a telecommunication line to expand services; and

**WHEREAS**, University Street is not a public right-of-way and requires an easement for private utility installations; and

**WHEREAS**, the Port of Benton approves issuing a permit for installing the utility and requires Spectrum Pacific West LLC to pay Benton County recording fees and restore the roadway to its original condition following the installation;

**NOW, THEREFORE, BE IT RESOLVED BY THE PORT OF BENTON FOLLOWS:**

1. The request by Spectrum Pacific West LLC for a utility easement on University Street for the installation of telecommunications is approved.
2. Spectrum Pacific West LLC shall be responsible for paying all Benton County recording fees associated with this easement.
3. Spectrum Pacific West LLC shall restore the roadway to its original condition upon completion of the installation.

**THIS RESOLUTION OF THE PORT OF BENTON ADOPTED** by the Commission at its regular meeting held this 15<sup>th</sup> day of January 2025.

\_\_\_\_\_  
\_\_\_\_\_, President

\_\_\_\_\_  
\_\_\_\_\_, Vice President

\_\_\_\_\_  
\_\_\_\_\_, Secretary

WHEN RECORDED RETURN TO:

PORT OF BENTON  
3250 PORT OF BENTON BLVD.  
RICHLAND, WA 99354

Portion of Parcel No. **1-2308-100-000-1014**

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### UTILITY EASEMENT

In and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the **PORT OF BENTON**, a Washington port district formed under Title 53 RCW (“Grantor”), grants and conveys to the **SPECTRUM PACIFIC WEST, LLC**, Foreign Limited Liability Company (“Grantee”), a perpetual easement in, upon, over, under, across and through the following property situate in the County of Benton, State of Washington, described as follows:

AN EASEMENT FOR COMMUNICATION PURPOSES, BEING 10.00 FEET WIDE, LYING IN A PORTION OF SECTION 23, TOWNSHIP 10 NORTH, RANGE 28 EAST, W.M., THE CENTERLINE OF SAID EASEMENT BEING DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHEAST CORNER OF THAT PARCEL DEPICTED AS PARCEL 2 IN RECORD OF SURVEY NO. 4288, RECORDED UNDER AUDITOR’S FILE NO. 2015-029820, RECORDS OF BENTON COUNTY, WASHINGTON, SAID CORNER BEARS SOUTH 89°09’28’ WEST 389.43 FEET FROM THE SOUTHWEST CORNER OF SAID PARCEL 2; THENCE NORTH 89°09’28” EAST ALONG THE SOUTH LINE THEREOF AND NORTH LINE OF A PORT OF BENTON PRIVATE ROAD KNOWN AS UNIVERSITY DRIVE 358.35 FEET TO THE TRUE POINT OF BEGINNING OF SAID CENTERLINE; THENCE SOUTH 17°31’07” WEST 57.95 FEET MORE OR LESS TO A POINT 5.00 FEET NORTH OF THE SOUTH RIGHT OF WAY LINE OF SAID UNIVERSITY DRIVE; THENCE SOUTH 89°09’28’ WEST ALONG THE SOUTH RIGHT-OF-WAY THEREOF, 121.00 FEET MORE OR LESS TO THE TERMINUS OF SAID CENTERLINE.

SIDELINES OF SAID EASEMENT TO EXTEND OR TERMINATE AT THE NORTH RIGHT OF WAY LINE OF SAID UNIVERSITY DRIVE ON THE NORTH.

*See Exhibit “A” (Easement Area)*

**PURPOSE/GRANT:** Grantee shall have the right to use the easement area to construct, operate, maintain, repair, access telecommunication utility systems and all related appurtenances within the Easement Area.

1. **Access.** The easement shall include the right of pedestrian, equipment, and vehicular access over existing roads across the adjacent or remainder property of Grantor for the purpose of obtaining access to and from the Easement Area. In the event access is not reasonably available over existing roads, Grantee shall have the right of reasonable access over the adjacent property of Grantor along any route that is reasonable and appropriate to obtain access to and from the Easement Area. Grantee shall have the right to use such portion of the property along and adjacent to the Easement Area as may be necessary in connection with the construction, reconstruction, maintenance, repair or other purpose stated in this easement document.
2. **Restoration.** Grantee shall promptly, at its expense, repair and restore to its pre-existing condition any portion of the property damaged or destroyed as a result of Grantee exercising any of its rights under the easement.
3. **Grantor's Use of Easement Area.** Grantor may use the Easement Area for any purpose not inconsistent with the rights granted, provided such use does not interfere with or endanger the construction, operation, access and/or maintenance of facilities.
4. **Assignment.** The easement and this instrument shall be a covenant running with the land and shall be binding upon the heirs, executors, administrators, successors and assigns of both parties. The easement shall include the right to assign, apportion or otherwise transfer any or all of its rights, benefits, privileges and interests arising in and under this easement.
5. **Indemnification.** Grantee shall indemnify and hold Grantor harmless from and against any and all claims, liabilities, losses, damages and costs (including reasonable attorney fees) resulting solely from or related to Grantee's use of this easement.
6. **Grantor's Warranty.** Grantor warrants title to the rights granted herein. Grantor further covenants that Grantor is the sole owner of the property over which this easement is granted, that Grantor has the lawful right to convey this easement interest, and that the property is free and clear of encumbrances, except as agreed to by Grantee.
7. **Termination.** The rights herein granted shall continue until such time as Grantee terminates such rights by written instrument. Any improvements not removed by Grantee within one (1) year of termination shall become the property of Grantor.

*[Signature Pages to Follow]*

**GRANTOR –PORT OF BENTON,**  
a Washington Municipal Corporation

By: \_\_\_\_\_  
Diahann Howard, Executive Director

STATE OF WASHINGTON  
: SS  
COUNTY OF BENTON

On this \_\_\_\_ day of \_\_\_\_\_, 2025, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Diahann Howard**, to me known to be authorized and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the use and purposes therein mentioned, and on oath stated that she is authorized to execute the said instrument.

IN WITNESS WHEREOF, my hand and official seal are hereon affixed on the day and year above written.

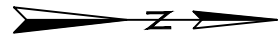
\_\_\_\_\_  
Signature

Printed Name: \_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_  
Residing at \_\_\_\_\_  
My appointment expires \_\_\_\_\_

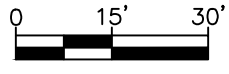
seal



**EASEMENT EXHIBIT  
SPECTRUM**  
EXHIBIT TO ACCOMPANY DESCRIPTION  
FOR THE PURPOSES OF INSTALLING  
FIBER OPTIC TELECOMMUNICATION



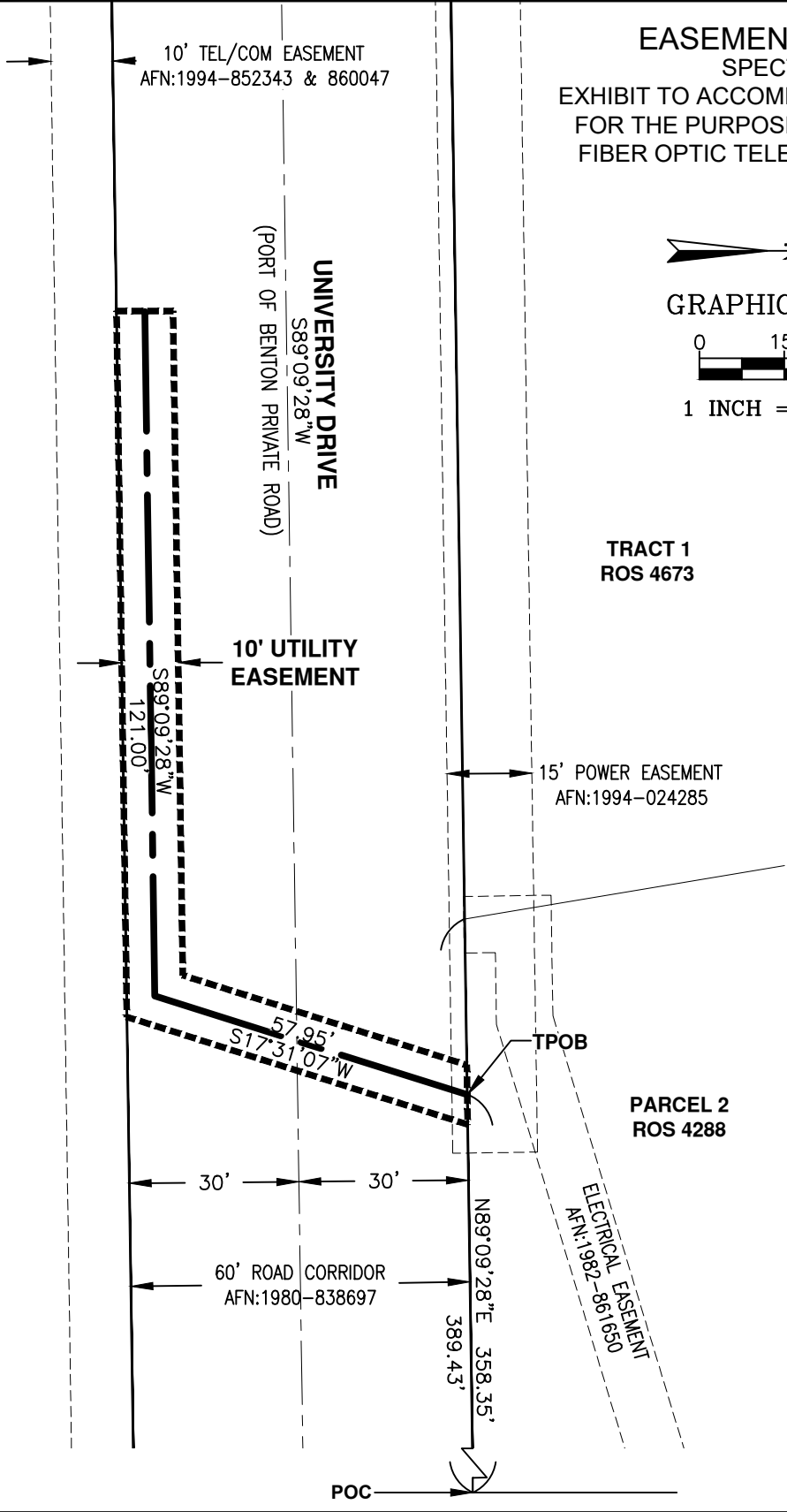
GRAPHIC SCALE



1 INCH = 30' FT.

**TRACT 1  
ROS 4673**

**PARCEL 2  
ROS 4288**



DATE:12/27/2024



**RESOLUTION 25-04**

**A RESOLUTION OF THE PORT OF BENTON APPROVING  
TELECOMMUNICATION ACCESS, INSTALLATION,  
MAINTENANCE AND USE FEE AGREEMENT WITH  
PUBLIC UTILITY DISTRICT NO. 1 OF BENTON COUNTY**

**WHEREAS**, Tri-City Railroad Company, LLC (TCRY) previously operated as the short line railroad operator for the Port of Benton (Port); and

**WHEREAS**, under an agreement with TCRY, Public Utility District No. 1 of Benton County (BPUD) entered into agreements for utility crossings over the rail right-of-way; and

**WHEREAS**, TCRY is no longer the short line operator for the Port pursuant to a separate agreement; and

**WHEREAS**, BPUD desires to formalize a new agreement with the Port for access and use of the rail right-of-way, including the addition of new crossing rights as outlined in the exhibits attached to this resolution; and

**WHEREAS**, the Port has prepared a new agreement BPUD to ensure continuation of access, installation, and maintenance of utility crossings, including the additional crossings referenced in the attached exhibits.

**NOW, THEREFORE BE IT RESOLVED BY THE PORT OF BENTON FOLLOWS:**

1. The new agreement between BPUD and the Port shall replace the existing agreement.
2. Additional crossings identified in the attached exhibits shall be included.
3. The agreement shall be updated to reflect mutually agreed-upon provisions regarding insurance, fees, terms, and conditions.

**THIS RESOLUTION OF THE PORT OF BENTON ADOPTED** by the Commission at its regular meeting held this 15<sup>th</sup> day of January 2025.

\_\_\_\_\_  
\_\_\_\_\_, President

\_\_\_\_\_  
\_\_\_\_\_, Vice President

\_\_\_\_\_  
\_\_\_\_\_, Secretary

WHEN RECORDED RETURN TO:

Port of Benton  
City of Richland  
3250 Port of Benton Blvd  
Richland, WA 99354

### UTILITY ACCESS AND USE FEE AGREEMENT

This UTILITY ACCESS AND USE FEE AGREEMENT ("Agreement") is entered between **PORT OF BENTON ("OWNER")**, a Washington Municipal Corporation, and **PUBLIC UTILITY DISTRICT NO. #1 OF BENTON COUNTY ("UTILITY")**, a Washington Municipal Corporation, with its principal place of business in Kennewick, WA.

#### RECITALS

- A. OWNER owns a railroad track in Richland, Washington known as the Southern Connection and leases operations to third party Short Line operator.
- B. UTILITY is in the business of providing electricity and telecommunication utility service and wishes to use and have access to and across the track on which Port of Benton Short Line operates for the purpose of installation, maintenance and operation of telecommunication cables. The OWNER and UTILITY acknowledge that the previous AGREEMENTS between the prior third-party operator of the Southern Connection Tri-City Railroad ("TCRY") and UTILITY were terminated, and all rights were transferred to the OWNER. Execution of this AGREEMENT replaces all prior AGREEMENTS for the location identified in Exhibits A, B, C and D ("Location of Use").
- C. The OWNER agrees to grant UTILITY a non-exclusive and limited right to access, install, maintain, and operate fiber optic cable within the OWNER's railroad right-of-way at the four locations identified in Exhibit A, B, C, and D, as specified in this Agreement.
- D. UTILITY has franchise rights from the Washington State Department of Transportation ("WSDOT") and City of Richland ("COR") which allow UTILITY the right to install, maintain and operate telecommunications within COR limits and the WSDOT right of way.
- E. UTILITY acknowledges that installation and operation of the proposed telecommunication cables on existing utility poles or buried within conduit under the railroad right of way on which OWNER operates at the Location of Use, while within the WSDOT right of way, are nonetheless subject to the specific consent of OWNER because, as UTILITY also acknowledges, its intended installation and operation of fiber optic cable installed on existing utility poles will be on and

across an active railway subject to daily operations by OWNER and COLUMBIA RAIL and subject to regulation by the Federal Railroad Administration and/or WSDOT.

- F. UTILITY also acknowledges that its intended installation and operation will impose a burden of supervision, obstruction, observation and vigilance on OWNER inherent in the location of a telecommunication cables in and about an active rail line, railroad right of way and trackage. UTILITY also acknowledges that the conditions, circumstances and obligations identified in this Recital dictate that OWNER receive a reasonable fee in compensation for UTILITY's use as described herein. Additionally, the UTILITY acknowledges that the telecommunication lines may need to be adjusted in the future, at the UTILITY's expense, to accommodate intermodal operations involving heavier and double stacked trains.
- G. UTILITY and OWNER intend this Agreement to specify the duties of each in connection with UTILITY's use as described herein, to set the insurance coverage requirements, create indemnity duties and otherwise control and regulate the rights and responsibilities of the Parties regarding the subject telecommunication cable installation and use.
- H. OWNER and UTILITY further intend this Agreement to grant to UTILITY a license to install, operate and maintain, and have access to the subject aerial and buried telecommunication cables as permitted by OWNER, in return for the payment of a fee by UTILITY to OWNER for the rights granted to UTILITY under this Agreement and permission to operate and utilize the telecommunication cables at the Location of Use identified in Exhibits A, B, C, and D .

### **AGREEMENT**

NOW, THEREFORE, in consideration of the grant of access and Use as specified herein to UTILITY for the purpose of installation, operation and maintenance of the telecommunications cables at the at Location of Use, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, OWNER and UTILITY agree as follows:

1. Recitals. The foregoing Recitals are true and correct and are incorporated herein by this reference as terms and provisions of this Agreement.
2. Right of Way, Rights of UTILITY. UTILITY has WSDOT and COR rights for utility installation and use of right of way or easement.
3. Not a Lease. This Agreement does not create a leasehold interest and is not a lease. Under this Agreement, UTILITY has the non-exclusive right of access to and use of such property as identified within the agreement and at the Location of Use.
4. Use. OWNER authorizes UTILITY to install and operate telecommunication cables as depicted on Exhibit A, B, C and D (Location of Use), subject to the terms and conditions set forth in this Agreement, and UTILITY agrees that it will use the property solely for the purpose of providing existing utility service and the installation, operation and maintenance of telecommunication cables pursuant to this Agreement (the "Use"). UTILITY acknowledges and agrees that new services beyond the Use defined herein will require an amendment to this Agreement.

5. Access to Location of Use. UTILITY shall have the non-exclusive right of limited access to the existing utility service and to the telecommunications cables pursuant to this Agreement at the Location of Use as authorized by OWNER upon written request by UTILITY. OWNER will permit such access at such times and according to such scheduling as OWNER determines are appropriate. OWNER shall not unreasonably deny UTILITY's access to the Location of Use. UTILITY's access shall be as directed by OWNER in a manner which, as decided by OWNER in its sole discretion, does not impede the railroad business, track or operations, create an unreasonable risk of injury or property damage and does not deviate from accepted industry practice with respect to access to and operations by third parties on an active railroad right of way. Work within 25 feet of the centerline of the railroad will require track safety measures to be provided by the Port of Benton Short Line operator, and the associated expenses shall be paid by the UTILITY. It is also expressly understood and agreed that UTILITY may use only areas as designated by OWNER as a roadway and has no permission to travel on or utilize any other property under the control of OWNER except as specifically authorized by OWNER in writing. UTILITY agrees that, whenever possible, its requests for access will be made during normal business hours (0700 to 1700) on non-holiday weekdays. Should UTILITY need emergency access to the Location of Use after normal business hours, it will notify OWNER by email at [permits@portofbenton.com](mailto:permits@portofbenton.com) and by telephone at 509-375-3060. Once emergency notice has been given, UTILITY may proceed to access the Location of Use only as long as needed to remedy the emergency and will notify OWNER once emergency repairs are completed.
6. Maintenance. UTILITY represents that maintenance operations of UTILITY under this Agreement will be performed by employees of UTILITY. UTILITY may use independent contractors or other non-employees to maintain the telecommunication cables or otherwise conduct operations at the Location of use upon written authorization by OWNER which will not be unreasonably withheld where such independent contractor or other non-employee enters into a written agreement with OWNER setting forth the parties' rights regarding indemnity, access and insurance provisions satisfactory to OWNER and provides satisfactory evidence of insurance.
7. Use Fee. For its Use as described herein UTILITY shall pay the following Use Fee: \$3,000 upon signing this Agreement and \$2,000 annually, starting on January 5<sup>th</sup>, 2026 and on each subsequent January 5<sup>th</sup> of each year thereafter while this Agreement is in effect.
8. Term and Termination. This Agreement shall become effective upon execution by both the OWNER and UTILITY and will automatically terminate ten (10) years from the date of execution. However, the OWNER and UTILITY agree that if the Use remains warranted, the Agreement shall be subject to renewal and renegotiation for an additional term of ten (10) years. Any such renewal must be documented in writing and executed by both parties prior to the expiration of the initial term.
9. Additional Restrictions on Use. UTILITY shall use the property and trackage to which it is allowed access exclusively for the purposes identified in this Agreement and shall not use any portion thereof in violation of zoning regulations or any federal, state, county or municipal law, rule, regulation or ordinance. OWNER makes no warranty that UTILITY's Use under this Agreement is in compliance with applicable zoning regulations and laws. UTILITY has conducted its own investigation regarding its ability to use the property for the Use described

above. UTILITY further expressly warrants that its Use under this Agreement will not create an unreasonably high danger of fire. Accordingly, UTILITY shall take whatever steps are necessary to ensure that its activities under this Agreement do not cause an unreasonable risk of fire.

10. Compliance with Regulations; Indemnity. UTILITY shall comply promptly with all laws, ordinances, requirements and regulations of all federal, state, county, municipal and other authorities, fire insurance underwriters, and any insurance organizations or associations relating to the activities of UTILITY or any contractor employed by UTILITY while engaged in any activity in or around the OWNER Track. UTILITY agrees to indemnify and hold harmless, OWNER its officers, directors, employees, contractors and subcontractors from all losses, costs and expenses, whether direct, indirect or consequential, including attorney fees and costs of court proceedings, arising out of any failure by UTILITY to comply with the terms of this paragraph.
11. Warranty of Non-Interference with Railroad Operations; Indemnity. UTILITY represents and warrants that its Use shall not cause interference with or interruption of OWNER's railroad operations.. UTILITY agrees to indemnify and hold harmless OWNER its officers, directors, employees, contractors and subcontractors from all losses, costs and expenses, whether direct, indirect or consequential, including attorney fees and costs of court proceedings, arising out of any failure by UTILITY to comply with the terms of this paragraph.
12. Commercial General Liability (CGL) Insurance. UTILITY shall obtain and keep in force during the Term of this Agreement a CGL policy with combined single limits of not less than \$2 million per occurrence and aggregate limit of not less than \$4 million with no exclusion for punitive damages providing the following coverage: Bodily Injury and Property Damage; Personal Injury and Advertising Injury; Fire Legal Liability; Products and Complete Operations and Contractual Liability. This CGL policy (by policy language or endorsement) shall provide that: employee or workers compensation related exclusions in the policy shall not apply with respect to claims related to railroad employees; the definition of insured contract shall be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property; the insurer waives all rights of subrogation against OWNER; OWNER is an additional insured under the policy; the policy's coverage applies separately to each insured against whom a claim is made; the policy is primary and non-contributing with respect to any insurance carried by OWNER; the insurer is required to give OWNER at least thirty (30) days prior written notice before such policy terminates. UTILITY shall provide to OWNER a certificate of insurance reflecting coverage in force in compliance with this paragraph and notify OWNER immediately should such coverage terminate.
13. Consent to Assignment of Agreement. OWNER understands that UTILITY has used funds from a Federal Grant under the Broadband Technology Opportunities Program ("BTOP") to finance acquisition of this agreement for the construction, purchase and/or installation of broadband facilities and equipment to be located in the OWNER Right of Way. Pursuant to BTOP, the UTILITY holds its interest in the Agreement and the broadband facilities and equipment located in the OWNER Right of Way as a trustee for the Federal Agency administrating that program, specifically the National Telecommunications and Information Administration ("NTIA"), and the UTILITY may record a public notice of such federal interest. The UTILITY may freely assign its interest in the Agreement to NTIA if required to do so under the rules and regulations of BTOP.

Such assignment to NTIA will not relieve UTILITY of any of its obligations to OWNER under this Agreement. UTILITY shall not otherwise assign this Agreement or allow operations under this Agreement to be conducted by third parties on any property or trackage controlled by OWNER without the prior written consent of the OWNER, which consent shall not be unreasonably withheld, conditioned or delayed. Any such assignment made without OWNER's consent shall be void.

14. Indemnification. UTILITY shall indemnify and hold harmless OWNER from and against all claims, demands, actions, causes of action, suits, proceedings, damages, liabilities, costs and expenses (including court costs and reasonable attorney fees) of every kind whatsoever, including claims brought against OWNER by employees of UTILITY, where such claims (i) are caused by the negligence or willful misconduct of UTILITY or of UTILITY's employees, representatives, agents, contractors or subcontractors during the term of this Agreement or (ii) result from UTILITY's operations under this Agreement, including claims for environmental contamination and hazardous waste exposure, unless caused exclusively by the negligence or willful misconduct of OWNER, its agents, employees or contractors. Without limitation of the foregoing, it is specifically agreed that UTILITY shall indemnify OWNER in the manner set forth above with respect to all claims brought against OWNER claiming loss or interruption of services provided by UTILITY and all other consequential damages.
15. Default and Breach. If UTILITY fails to perform or observe any of the covenants contained herein on its part to be observed and performed for ten (10) days after notice by OWNER, or if such failure cannot be cured within such ten (10) day period, then as soon as reasonably practicable thereafter, OWNER may, at any time, thereafter, elect to terminate this Agreement. A waiver by or inaction by the OWNER upon any breach or breaches by the UTILITY of any one or more of the covenants or conditions hereof shall not bar forfeiture or any other rights or remedies of the OWNER for any subsequent breach of any such or other covenants and conditions.
16. Remedies. Any claim which one Party to this Agreement seeks to assert against the other shall be brought only in the Superior Court of Benton County, Washington, which court will have exclusive jurisdiction regarding any and all claims between the Parties arising from this Agreement, including claims for breach and actions for determination of the rights of the Parties to this Agreement. The Parties agree that any claim between the Parties asserted in any other court, tribunal or forum shall be summarily dismissed upon application of the Party against which the claim is brought.
17. Attorney Fees and Costs of Litigation. In any suit or action brought on any claim or grounds arising from this Agreement, the substantially prevailing Party shall be entitled to an award of its attorney fees and its costs of litigation, including those costs incurred prior to suit in connection with the dispute giving rise to the litigation. For the purpose of this paragraph, the substantially prevailing Party shall be the Party which is successful in prosecuting or defending against the majority of the claims asserted in the litigation.
18. Notices. All notices, requests and demands and other communications hereunder must be in writing and shall be deemed to have been duly given when personally delivered (including by

courier and signed for by UTILITY) or three (3) days after deposit in the United States mail, registered or certified mail, return receipt requested, postage prepaid, addressed to the party to whom such notice is being given, at the addresses listed below.

Port of Benton  
3250 Port of Benton Blvd  
Richland, WA 99352  
509-3753060

Benton PUD  
PO Box 6270  
Kennewick, WA 99336  
509-582-2175

19. Entire Agreement/Modification or Amendment. The covenants and agreements contained herein are binding upon the parties hereto and their respective successors, legal representatives and assigns. This Agreement contains the entire agreement of the parties regarding the subject matter hereof. This Agreement may be amended or modified only by a writing signed by both parties.

IN WITNESS WHEREOF, OWNER and UTILITY have executed this instrument as of the date first above written.

{Document Continues}

**OWNER - Port of Benton**

a Washington Municipal Corporation

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

Diahann Howard, Executive Director

STATE OF \_\_\_\_\_ )

: SS

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2024, before me, the undersigned Notary Public in and for the State of \_\_\_\_\_, duly commissioned and sworn, personally appeared **Name/ Title**, to me known to be authorized and who executed the within and foregoing instrument, and acknowledged that he signed the same as his/her free and voluntary act and deed, for the use and purposes therein mentioned, and on oath stated that he/she is authorized to execute the said instrument.

IN WITNESS WHEREOF, my hand and official seal are hereon affixed on the day and year above written.

\_\_\_\_\_

Signature

Printed Name: \_\_\_\_\_

Notary Public in and for the State of \_\_\_\_\_

seal

Residing at \_\_\_\_\_

My appointment expires \_\_\_\_\_



**UTILITY – Public Utility District #1 of Benton County (Benton PUD),**

a Washington Corporation

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

Name, Title

STATE OF WASHINGTON        )

: SS

COUNTY OF BENTON         )

On this \_\_\_\_ day of \_\_\_\_\_, 2024, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Name / Title**, to me known to be authorized and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the use and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

IN WITNESS WHEREOF, my hand and official seal are hereon affixed on the day and year above written.

\_\_\_\_\_

Signature

Printed Name: \_\_\_\_\_

Notary Public in and for the State of \_\_\_\_\_

seal

Residing at \_\_\_\_\_

My appointment expires \_\_\_\_\_

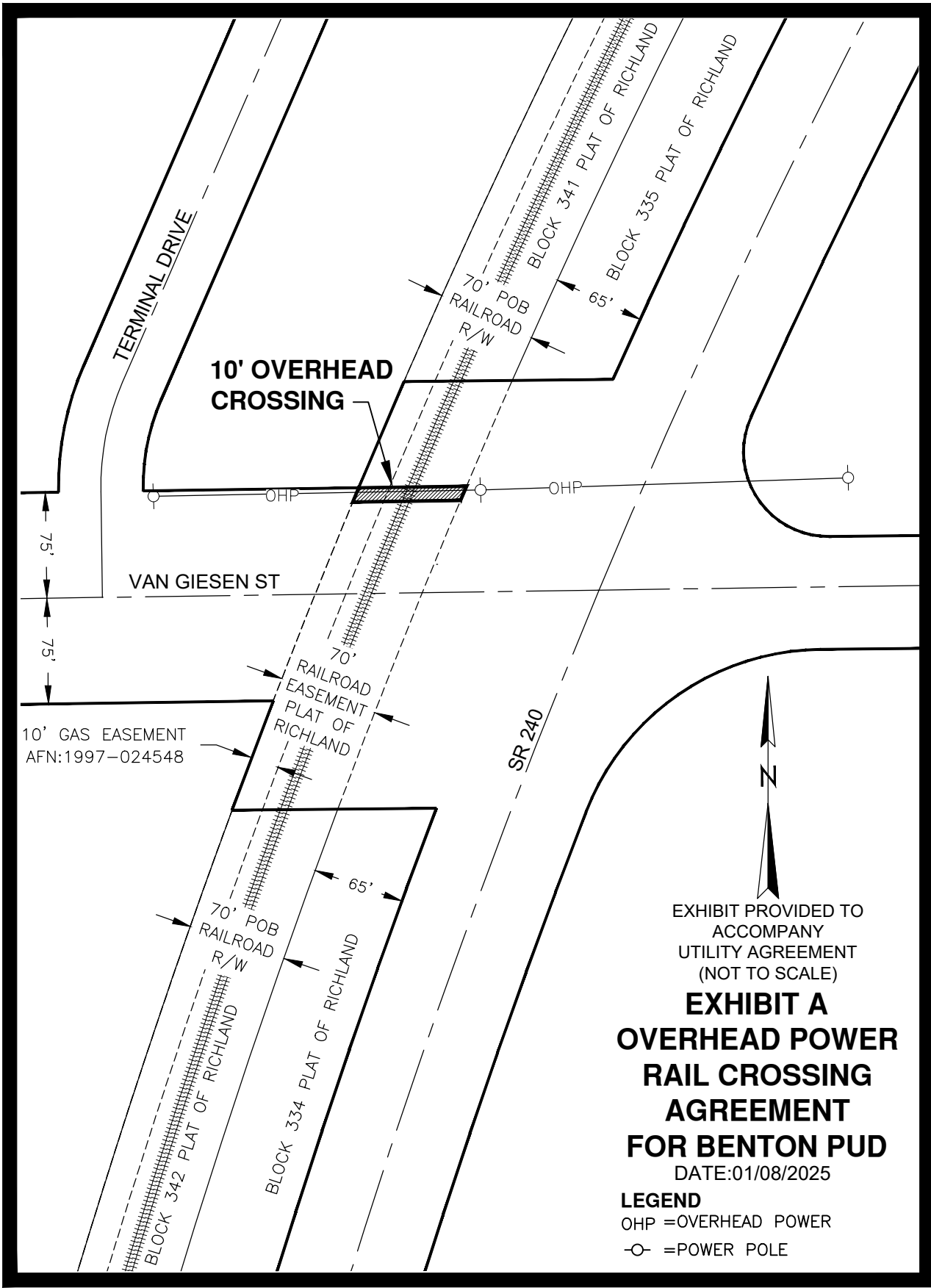


EXHIBIT PROVIDED TO  
ACCOMPANY  
UTILITY AGREEMENT  
(NOT TO SCALE)

**EXHIBIT A**  
**OVERHEAD POWER**  
**RAIL CROSSING**  
**AGREEMENT**  
**FOR BENTON PUD**

DATE:01/08/2025

**LEGEND**

- OHP =OVERHEAD POWER
- =POWER POLE

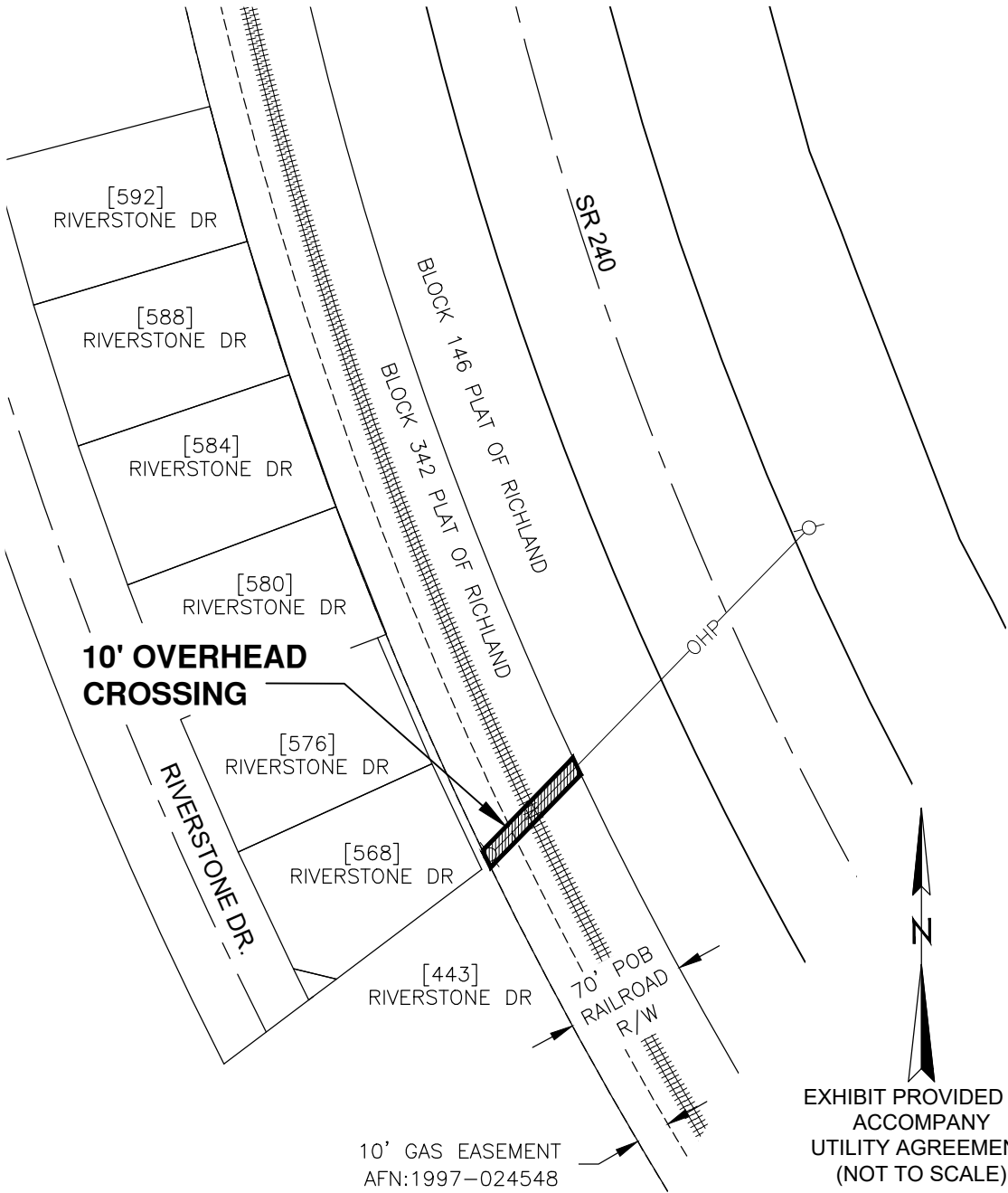


EXHIBIT PROVIDED TO  
ACCOMPANY  
UTILITY AGREEMENT  
(NOT TO SCALE)

**EXHIBIT B**  
**OVERHEAD POWER**  
**RAIL CROSSING**  
**AGREEMENT**  
**FOR BENTON PUD**  
DATE:01/08/2025

**LEGEND**

- OHP =OVERHEAD POWER
- =POWER POLE

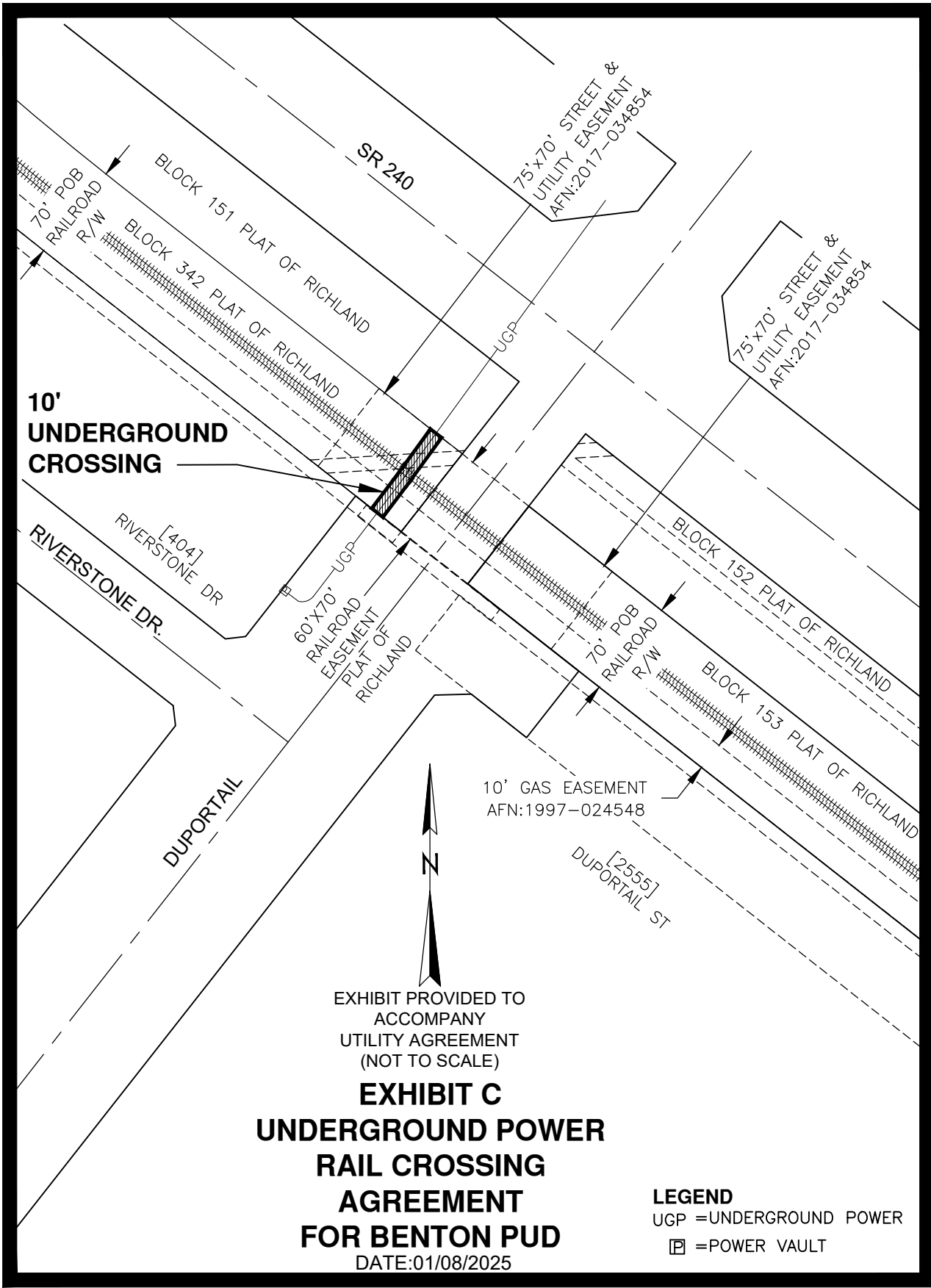


EXHIBIT PROVIDED TO  
ACCOMPANY  
UTILITY AGREEMENT  
(NOT TO SCALE)

**EXHIBIT C**  
**UNDERGROUND POWER**  
**RAIL CROSSING**  
**AGREEMENT**  
**FOR BENTON PUD**

DATE:01/08/2025

**LEGEND**

- UGP =UNDERGROUND POWER
- ☐ =POWER VAULT

**LEGEND**

UGP =UNDERGROUND POWER

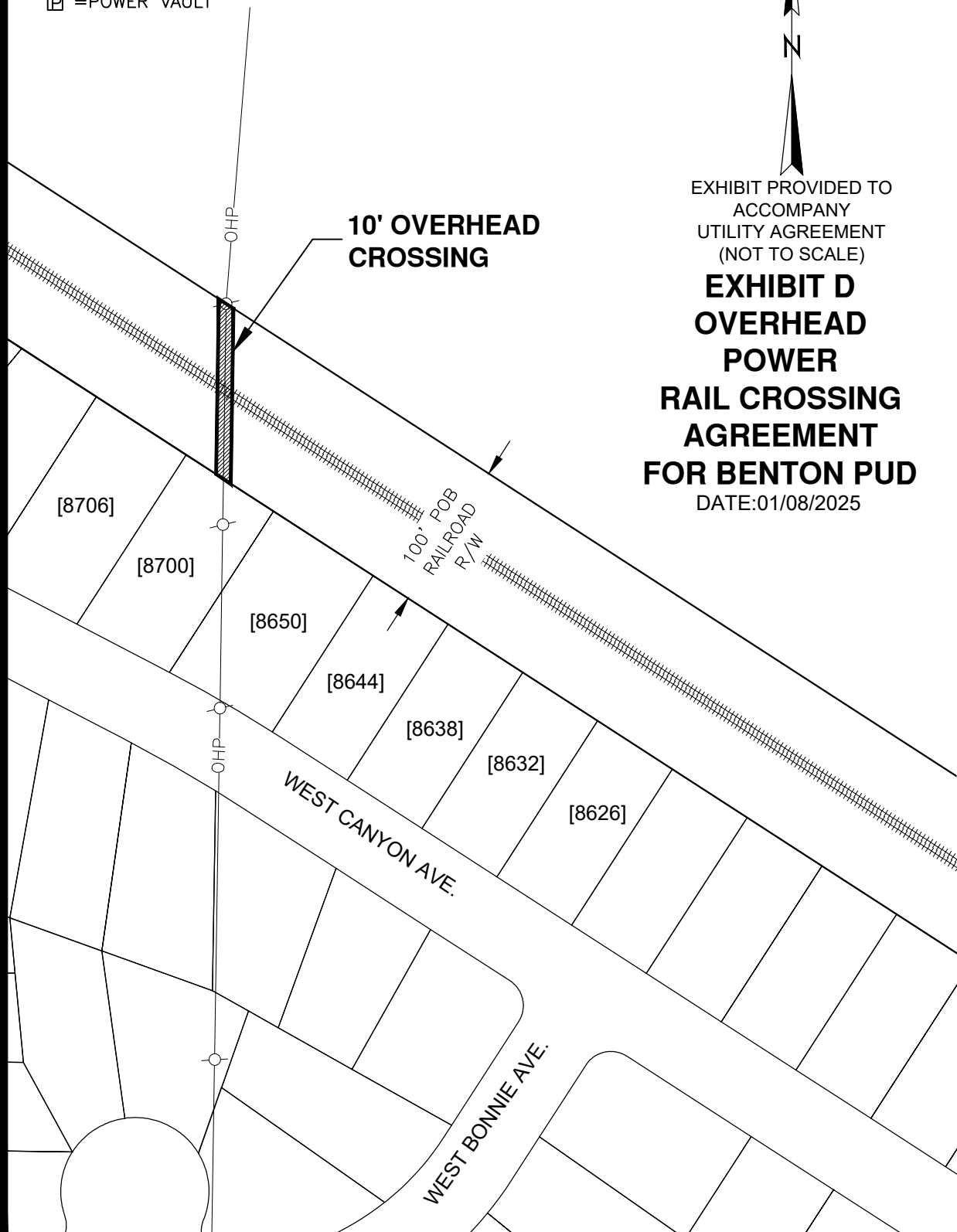
☐ =POWER VAULT



EXHIBIT PROVIDED TO  
ACCOMPANY  
UTILITY AGREEMENT  
(NOT TO SCALE)

**EXHIBIT D  
OVERHEAD  
POWER  
RAIL CROSSING  
AGREEMENT  
FOR BENTON PUD**

DATE:01/08/2025



**RESOLUTION 25-05**

**A RESOLUTION OF THE PORT OF BENTON  
AUTHORIZING THE RELOCATION OF AN EASEMENT FOR  
THE TRANSPORTATION OF AGGREGATE**

**WHEREAS**, in 2015, the Port of Benton sold approximately 120 acres to Eucon Corporation, now 3D Development (the “Parties”); and

**WHEREAS**, the purchase agreement between the Parties established an easement for the transportation of aggregate from the purchased property to the Port’s adjacent operations area, which is currently being mined by American Rock Products; and

**WHEREAS**, the compensation for this easement was included as part of the land purchase agreement; and

**WHEREAS**, at the time of the agreement, the location for the easement was not fully understood, and both Parties now agree that relocating the easement to the east side of the completed pit is in the best interest of both Parties; and

**WHEREAS**, this relocation will allow the Port to maximize development of the property while ensuring the functionality of the conveyor system until it is no longer needed;

**NOW, THEREFORE BE IT RESOLVED BY THE PORT OF BENTON FOLLOWS:**

1. The easement established in the 2015 purchase agreement with Eucon Corporation, now 3D Development shall be relocated to the east side of the completed pit.
2. The Port authorizes the execution of a new easement agreement aligned with the previously approved culvert crossing to reflect this relocation.
3. This relocation will enable both Parties to achieve their operational and developmental goals, ensuring the effective use of the property and infrastructure.

**THIS RESOLUTION OF THE PORT OF BENTON ADOPTED** by the Commission at its regular meeting held this 15<sup>th</sup> day of January 2025.

\_\_\_\_\_  
\_\_\_\_\_, President

\_\_\_\_\_  
\_\_\_\_\_, Vice President

\_\_\_\_\_  
\_\_\_\_\_, Secretary

After recording return to:

Port of Benton  
3250 Port of Benton Blvd.  
Richland, WA 99354

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## **ABOVE GROUND ACCESS AND CONVEYOR BELT EASEMENT**

The **GRANTOR, PORT OF BENTON**, a municipal corporation of the State of Washington, for valuable consideration does hereby grant and convey, without any warranties to **3D DEVELOPMENT, L.L.C.**, an Idaho limited liability company, having its principal office at 4201 Snake River Ave., Lewiston, Idaho **GRANTEE**, an easement over, under and across the real property situated in Benton County, Washington, described in Exhibit A "Easement Area" subject to the terms and conditions set forth in this instrument.

The terms and conditions of this easement for the use of the real property described herein are as follows:

1. The GRANTEE shall have the right to construct, install, operate, maintain, repair and replace a conveyor belt for transportation of mined material (aggregate, crushed rock, etc.) and appurtenant structures over and across the GRANTOR's real property depicted in Exhibit A.
2. Term: This easement shall automatically expire ten (10) years from the date of its execution. However, the parties agree that the easement shall be renewed for an additional term of 5 years if mining operations have not been completed within the initial term. Any such renewal shall be documented in writing and executed by both parties prior to the expiration of the initial term. If mining operations remain incomplete at the end of the renewal term, the parties may mutually agree to additional extensions under the same conditions.
3. Reclamation: Upon termination or abandonment of the easement, the Grantee shall, at its sole expense, restore the Easement Area to a condition reasonably comparable to its original state, unless otherwise agreed in writing by the Grantor. Such reclamation shall include, but is not limited to, the removal of any structures, fencing, utilities, garbage or materials placed within the easement area. The Grantee shall complete all reclamation activities within ninety (90) days of the easement's termination and shall provide the Grantor with written notice of the completion of such activities.

4. Assignment: The easement and this instrument shall be a covenant running with the land and shall be binding upon the heirs, executors, administrators, successors and assigns of both parties. The easement shall include the right to assign, apportion or otherwise transfer any or all its rights, benefits, privileges and interests arising in and under this easement.
5. The easement shall include a limited and temporary right of ingress and egress over the adjacent property of the GRANTORS for the purpose of carrying out the objectives of this easement. It is agreed that access to the easement area may shift to different locations as necessary based on surrounding development near the Easement Area.
6. A 263 foot section of grade separated crossing (box culvert) has been constructed under the track. The railroad crossing has been authorized by a separate license agreement.
7. GRANTEE shall be responsible for all grading required to place and construct the conveyor belt and access road, including any modifications to the reclaimed mining area. In addition, GRANTEE shall be responsible for all dust control for the access road and conveyor belt. If blowing dust becomes an issue for the GRANTOR including blowing dust onto the operating railroad track, or due to violations from the Benton County Clean Air Authority, GRANTEE shall be responsible for any costs to cure the issue, including removal of windblown sand from the railroad track.
8. GRANTEE agrees that GRANTOR may need to make modifications to the conveyor belt or access road location to allow further development of the GRANTOR's property in the future. GRANTEE agrees to cooperate with GRANTOR should any modifications to the conveyor belt or access road be required.
9. All work to be performed within the Easement Area by GRANTEE shall be entirely at the GRANTEE's risk and cost, and the GRANTEE expressly agrees to hold harmless and indemnify the GRANTOR and its respective directors, officers and employees, which indemnification shall survive any termination of this easement, against any and all claims, liability, loss or damage(s), including costs and reasonable attorneys' fees, consulting fees, environmental investigations and remediation expenses that GRANTOR may suffer as a result of claims, demands, actions, damages to any and all persons, property or the environment, costs or judgment against the GRANTOR that result from, arise out of, or are in any way connected with the work to be performed by GRANTEE, its agents, contractors, subcontractors, employees, officers, directors, and other representatives.
10. Nothing herein shall require the GRANTEE to indemnify and hold harmless the GRANTOR from any claim or action at law or in equity based solely on the negligent conduct or willful misconduct of the GRANTOR, its agents, contractors, subcontractors, and other representatives on GRANTOR's real property that affects Easement Area described herein.



11. GRANTEE shall at all times during the term of this easement be liable to GRANTOR for all loss of, damage to, or destruction of, the property of GRANTOR either (1) caused by or growing out of any act, or omission to act, of GRANTEE whether negligent or otherwise, or (2) arising out of or related to GRANTEE's exercise of the rights herein granted.
12. The rights and obligations herein shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.
13. GRANTOR reserves all rights to itself not granted herein, but not limited to surface, air and subsurface rights. This easement and all rights hereunder are subject to all liens, easements, servitudes, rights of way, oil, gas, and mineral leases, and all other grants or reservations either of record or on the ground affecting this property.

*{Document Continues}*

DATED on this \_\_\_\_ day of \_\_\_\_\_, 2025.

**PORT OF BENTON**

By: \_\_\_\_\_  
DIAHANN HOWARD, PPM®  
Executive Director

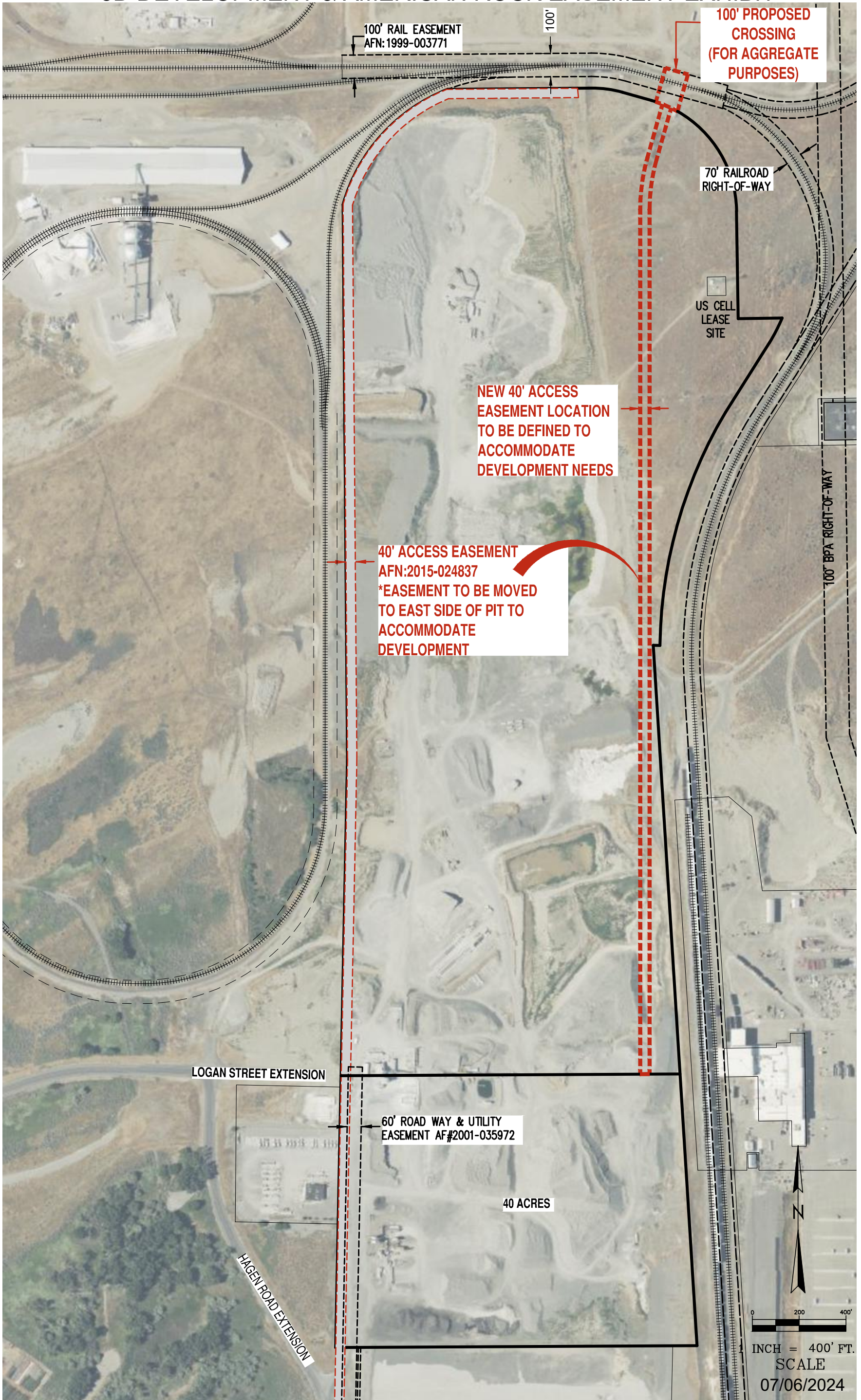
STATE OF WASHINGTON    )  
  )  
COUNTY OF BENTON    )       ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2025, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared DIAHANN HOWARD, to me known to be the Executive Director of the municipal corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute the said instrument.

WITNESS my hand and official hereto affixed the day and year first above written.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of  
Washington, residing at \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

3D DEVELOPMENT & AMERICAN ROCK EASEMENT EXHIBIT



Organization	Type	Port Representative	Meeting Frequency
American Association of Port Authorities (AAPA)	AM	RK/SK/LS/DH/JL/AB	Periodic
American Association of Airport Executives (AAAE)	AM	QW/AB/RB/DH/SC	Periodic
American Short Line and Regional Rail Association	AM	BL	Periodic
Benton City Chamber of Commerce	AM	LS	Yearly
Benton-Franklin Council of Govt's (BFCOG)	AM		Periodic
BFCOG - STP Systems Trans. Plan	AM	RK/SK/RGW	Irregular
BFCOG - Board	AM	RK/SK	Monthly
BFCOG - Tri-Mats Policy Advisory Committee (PAC)	AM	RK/SK	Monthly
BFCOG - Tri-Mats Technical Advisory Committee (TAC)	AM	RGW/AG	Monthly
BFCOG - Surface Transportation (STP)	AM	RK/SK	Irregular
Energy Communities Alliance (ECA)	AM	RK/DH	Monthly
Benton-Franklin-Walla Walla Counties Good Roads & Transportation Association	AM	RK	Monthly
Hispanic Chamber of Commerce	AM	DH/SM/AB/SK/RK	Annual
Leadership Tri-Cities	AM	DH	Annual
Pacific Northwest Waterways Association (PNWA)	AM	RK/SK/LS/DH	Annual
Prosser Chamber of Commerce	AM	LS/AB/RB/RW/BB	Weekly
Washington Small Business Development Center (SBDC) Advisory Council	AM	SM/DH	
Tri-City Regional Chamber of Commerce	AM	SK/RK	Monthly
Tri-Cities Regional Business and Visitors Center (TRI PORTS - Visit Tri-Cities Small Conference)	AM		Annual
TRI PORTS - Tri-Cities Port	AM		Quarterly
TRI PORTS - Manager Representative	AM	DH	Quarterly
TRI PORTS - Commission Representative	AM	RK	Quarterly
TRI PORTS - TRIDEC Executive Committee Representative	AM	RK	Quarterly
Visit Tri-Cities	AM	SK/DH	Monthly
Inland Ports and Navigation Group	AM	SK/RK/LS/DH	Annual
Washington Airport Managers Association (WAMA)	AM	SK/QW	Annual
Washington Public Ports Association (WPPA)	AM	RK/SK/LS/DH/JL/AB/SM/QW	Periodic
WPPA - Executive Committee	AM	RK	Periodic

WPPA - Economic Development Committee	AM	SK/RK/DH	Quarterly
WPPA - Finance & Admin Committee	AM	JL/AS/RK/SC	Quarterly
WPPA - Legal Committee	AM		Quarterly
WPPA - Cooperative Development	AM	AB	Quarterly
WPPA - Legislative Committee	AM	RK/SK/LS/DH	Periodic
WPPA - Public Information Committee	AM	WW/SM	Periodic
WPPA - Aviation Committee	AM	RK/LS/DH/QW	Quarterly
WPPA - Environmental Committee	AM	RK/SK	Periodic
WPPA - Cyber Committee	AM		Periodic
WPPA - Procurement Committee	AM	JL/SC	Periodic
WPPA - Communications Committee	AM	SM	Periodic
Benton County Investment Board	GLCS	DH	Periodic
Governmental Conference OEDP (COG)	GLCS	SK/DH	Annual
Hanford Communities (COR)	GLCS	RK/DH	Periodic
Richland City Council Public Hearings	GLCS	CH/DH/BL	Occasional
DOE Community Information Meeting	DOE/H	RK/CH/DH	Periodic
DOE Land Use Planning	DOE/H	DH/AG	Occasional
Environmental Management Advisory Board	DOE/H	DH	Monthly
Hanford Nuclear-Related Public Hearings	DOE/H	RK	Occasional
American Institute of Certified Public Accountants (AICPA)	EM	JL	Annual
Washington Society of Certified Public Accountants (WSCP)	EM	JL	Annual
Washington Finance Officers Association (WFOA)	EM	JL/AS	Annual
Government Finance Officers Association (GFOA)	EM	JL/AS	Annual
Institute of Management Accountants (IMA)	EM	JL	Annual
Society for Human Resources Management (SHRM)	EM	JL	Annual
Archbright	AM	DH/JL/CH	Annual
International Facility Management Association (IFMA)	EM	RB/JP/AB	Annual
Building Owners and Managers Association (BOMA)	EM	AB	Annual
Commercial Real Estate	EM	AB	Annual

Public Relations Society of America (Mid-Columbia Chapter)	EM	SM	Bi-Weekly
Municipal Research and Services Center (MRSC)	EM	JL	
Washington Winegrowers Association	Ann	SM/AB	Annual
Association of Washington Business	EDCA	DH/JL/CH	Periodic
Tri-Cities Research District/VERTical	EDCA	DH	Monthly
TRIDEC	EDCA	DH	Monthly
Washington Economic Development Association (WEDA)	EDCA	AB/CH/DH	Periodic
Washington Policy Center (WPC)	EDCA	RK/CH/DH	Periodic
EWU President's Advisory Council	NP&EDO	DH	Periodic
International Economic Development Council (IEDC)	NP&EDO	DH	Annual
Richland Rotary	NP&EDO	RK/DH	Monthly
Richland Chamber of Commerce	NP&EDO	SK	Monthly
Prosser EDA - Economic Development Services	NP&EDO	DH/AB/SM	Monthly
Pacific NW Assoc Rail Shippers - Rail	NP&EDO	DH/BL	Bi-Annual

AM	Assessment Membership
GLCS	Government/Local/County/State
DOE/H	DOE/Hanford Related
EM	Employee Membership
Ann	Annual
EDCA	Economic Development Contract Affiliations
NP&EDO	Nonprofits & Other Economic Development Organizations

## PORT OF BENTON CONFLICT OF INTEREST STATEMENT

To comply with Washington State and Port of Benton requirements all staff and commission are required to file this form upon hiring and annually thereafter.

Procedures: Employee completes the form at time of hire and/or annually upon receipt from the office of the administrator and submits it to the Executive Director or Auditor for review and signature. The original forms will be included in the employee's personnel file. If, between filings of conflict of interest forms, events occur in the areas covered by these questions that might result in a potential conflict, employees must take the responsibility to complete a new form and submit it to the Executive Director or Auditor for review. Should you need any assistance or clarification, please contact the Auditor.

1. Are you now, or were you in the year just ended, engaged in any outside employment or business activity?

(New hires should answer this question for the three year period just ended.)

Yes \_\_\_\_\_ No \_\_\_\_\_

2. Do you have any political, social, personal convictions, or legal actions which may present a conflict of interest with respect to the Port of Benton?

Yes \_\_\_\_\_ No \_\_\_\_\_

If you have answered **YES** to either one of these questions, please explain the nature of the activity (type of activity, if there has been any involvement with any governmental entity, number of hours worked, etc.):

3. Does your spouse, domestic partner or dependent children now, or did they, during the last year, work for any federal, state or local government agency?

(New hires should answer this question for the three year period just ended.)

Yes \_\_\_\_\_ No \_\_\_\_\_

If **Yes**, please give agency name, job title, nature of job, employment dates:

4. Please list the legal description of all property in the State of Washington that you and your spouse purchased from a federal, state or local government agency during the calendar year just ended.

(New hires should answer this question for the three year period just ended.)

5. Please list the name (not the value) of any business enterprises (not reported in #1) that you or your spouse, domestic partner or dependent children have a financial interest valued at over \$1,500.00. Exclude insurance policies, bank accounts, savings and loan associations and credit unions, publicly traded stocks/bonds, mutual funds and deferred compensation account.

6. Please list every office or directorship held by you or your spouse, domestic partner or dependent children in any firm, corporation or enterprise which is subject to jurisdiction of a regulatory agency. "Regulatory agency" is define in RCW 42.21.020 as any state board, commission, department or officer authorized by law to make rules or to adjudicate contested cases.....

I certify that I understand my responsibility to notify my manager immediately if any circumstances arise which represent an actual or potential conflict of interest, and that the information provided above is true and correct.

\_\_\_\_\_  
Name (printed or typed)                      Signature                      Date

---

**EXECUTIVE DIRECTOR/AUDITOR:** Is there a potential conflict for this employee?

Yes \_\_\_\_\_ No \_\_\_\_\_

\_\_\_\_\_  
Name                      Signature                      Date



	<b>Project</b>	<b>Description</b>	<b>Grants Pursued/Received</b>	<b>Comments</b>
<b>1</b>	Innovation Cluster Accelerator Program Application, Phase 2	Washington Dept of Commerce, next evolution of POB, IPZ. The goal is to support the creation of a clean energy industry-led alliance.	State - \$300,000	Closeout to be completed by Q2 2025.
<b>2</b>	National Highway Freight Program (WSDOT portion)	SR 240 rail signal and crossing reconstruction. WSDOT plans to widen SR 240 from the bypass highway to Hagen.	WSDOT \$865,000      POB \$135,000	Award completed and project to begin as soon as crossing materials arrive, planned for April 2025.
<b>3</b>	Railroad Improvements – Freight Rail Assistance Program grant	Provide grant funding for railroad crossings - Airport Way, Saint St, and Kingsgate Way signal cabinet.	FRAP - \$1,030,000      POB \$250,000	Crossings are completed. Signal work is in process and should be completed by January 17 <sup>th</sup> .
<b>4</b>	2023-2025 State Capital Appropriation	"White Bluffs Rail" remaining crossings, ties, panels and rail to support CRISI	\$1,212,500 State Grant	The ties have been delivered. The tie installation bid is due January 9th. We plan to install the ties as soon as possible.
<b>5</b>	RAISE	White Bluffs Southern Connection Rail	Federal \$8 million POB \$2 million	RAISE and CRISI not awarded. Port project of merit for RAISE resubmitted. Revised applications will be submitted in 2025.

	<b>Project</b>	<b>Description</b>	<b>Grants Pursued/Received</b>	<b>Comments</b>
<b>6</b>	State Capital Request	Phase 1 intermodal rail yard	\$6 - \$10 million	Request to support federal grant applications and initial phase 1 of intermodal rail yard; \$240,000 awarded contracting has begun - <b>pending federal request above.</b>
<b>7</b>	Records Room Organization	Temp help to organize records room and identify records to destroy or retain.	\$20,000	The contract is in place, and work is planned to be completed Q1 2025.
<b>8</b>	Congressional Directed Spending Requests	Port of Benton White Bluffs Rail Project Modernization and Intermodal Facility.	\$5 million	Submitted to Senator Murray and Cantwell's office connected to RAISE and CRISI request.  <b>\$3.55 million has been marked to support this project. Awaiting final bill approval.</b>
<b>9</b>	Port Electrification	Intermodal Facilities	\$2.7 million, 10% match \$300K POB	<b>\$2.7 million awarded, contracting underway</b>
<b>10</b>	CERB/EDA-updated	2579 offices and update remodel (RBP)	\$2.4 million CERB \$3-5 million EDA \$1.5 million POB	<b>Submitted to CERB, but project on hold. Further discussion with CERB prior to proceeding.</b>
<b>11</b>	NSF Engine	Support acceleration of the nuclear supply chain, local companies, workforce and entrepreneurship	\$160M NSF Engine Grant over 10 years Year 1-2 \$15M  POB in-kind support – leveraging existing facilities 3100 and 3110 to possibly be the start of the Nuclear Innovation Center	<b>Grant is due February 11, being led by the State of Washington, Clean Tech Alliance Clusters and VERTICAL Cluster.</b>

<b>Airports</b>				
	<b>Project</b>	<b>Description</b>	<b>Grants Pursued/Received</b>	<b>Comments</b>
<b>12</b>	FAA Airport Funds - Prosser Airport	Runway and Apron Crack and Fog Seal and Airport Lighting	FAA NPE \$200,000      FAA DI \$1,300,000 Awarded FAA Grant amount 2023 = \$245,000 (Design Work)	FAA funding delayed. Port Funded project (\$55K) completed
<b>13</b>	Infrastructure Investment and Jobs Act - Grant Funds (Now Bipartisan Infrastructure Law <b>BIL</b> funds) - <b>Richland Airport</b>	Main Apron Reconfiguration - Design/Construction 2025/26	BIL Funds \$833,000	<b>Working on Pen and Ink change to ALP</b>
<b>14</b>	FAA Airport Funds – <b>Richland Airport</b>	Wildlife fencing around the airport. Complete fencing around the entire airport	FAA NPE \$205,000	Approved
<b>15</b>	FAA Airport Funds – <b>Prosser Airport</b>	Construct Heliport/Helipad with service road – design	FAA NPE \$155,000	Approved

## For the Good of the Order – January

<b>Date</b>	<b>What</b>	<b>Where</b>	<b>When</b>	<b>Who</b>
January 14	Prosser Tourism Meeting	Best Western	8 a.m.	Lori
January 15	Port of Benton Commission Meeting	Port	8:30 a.m.	All
January 16	Prosser Chamber Board Meeting	1230 Bennett Ave., Prosser (Prosser Chamber)	7:30 a.m.	Lori
January 16	Tri-Cities National Park Committee Meeting	7130 W. Grandridge Blvd., Kennewick (Business & Visitor Center)	4 p.m.	Roy
January 20	Martin Luther King Jr. Day – Office Closed			
January 21	Richland Chamber of Commerce Monthly Membership Meeting	1515 George Washington Way, Richland	11:30 a.m.	Scott
January 21	Tri-Cities Hispanic Chamber of Commerce Monthly Luncheon	2525 N. 20 <sup>th</sup> Ave., Pasco (Red Lion)	11:30 a.m.	
January 22	Visit Tri-Cities Board Meeting	7130 W. Grandridge Blvd., Kennewick	7:30 a.m.	Scott
January 22	Tri-City Regional Chamber of Commerce Monthly Luncheon	7016 W. Grandridge Blvd., Kennewick (TRCC)	11:30 a.m.	
January 23	Tri-Cities Day at the Capitol	Olympia		Cassie
January 27	Prosser Community Awards Banquet	2140 Wine Country Road, Prosser (Clore)	5 p.m.	Scott + 1, Lori + 1, Roy + 1, Diahann, Audrey
January 30	WPPA Port Day	Capitol Building, Olympia	7 a.m. – 1 p.m.	Roy
January 30	TRIDEC Board Meeting	7130 W. Grandridge Blvd., Kennewick	4 p.m.	Roy
February 3	Benton City Chamber of Commerce Luncheon	603 9 <sup>th</sup> Street, Benton City, Palm Tavern	12 p.m.	Lori

<b>Date</b>	<b>What</b>	<b>Where</b>	<b>When</b>	<b>Who</b>
February 4	Prosser Chamber Membership Luncheon			Lori
February 5	Prosser EDA Board Meeting	236 Port Ave., Prosser (PEDA)	5:30 p.m.	Lori
February 11	Prosser Tourism Meeting	Best Western Prosser	8 a.m.	Lori
February 12	Port of Benton Commission Meeting	Port	8:30 a.m.	All