

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 August 6, 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., August 6, 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 July 8, 2025, Commission Airport Workshop
3. Approval of Minutes of July 9, 2025, Commission Meeting
4. Approval of Vouchers and Certifications, Including Payroll for the Month of July, Totaling \$808,546.13

D. PUBLIC COMMENT

E. ITEMS OF BUSINESS

1. Amendment to Resolution 25-25, Authorizing the Consent to Assignment for a Ground Lease Over Five Years from Extended Legacy, LLC to D&G Investors, LLC, Maughan Properties, LLC and Kothar, LLC – Richland Innovation Center

2. Maul Foster Alongi, Shoreline Waterfront Development Presentation – Technology & Business Center
3. Resolution 25-28, Authorizing a Contract with Maul Foster Alongi for \$325,862.00 for 40 Acres of Shoreline Waterfront Drive Planning and Engineering Services – Technology & Business Center
4. Resolution 25-29, Authorizing an Extension of the Closing Date for the Sale of Real Property to Issar, LLC, As Previously Approved in Resolution 25-14 – Benton City
5. Resolution 25-30, Approving an Aeronautical Ground Lease for Rainier Aircraft Services, LLC, Contingent on Sale – Richland Airport
6. Amendment to Contract for Railroad Services (Trackage Rights) – Richland Business Park
7. Acceptance of Work, Priority One Fence Company, Airport East Fencing Project, \$48,675.86 – Prosser Airport
8. Acceptance of Work, Columbia Sweeping Service, Inc., 2579 Stevens Drive Crack Seal and Coat Project, \$147,366.33 – Richland Business Park
9. Change Order, C & C Construction Services, Inc., 2579 Stevens Drive Roof Replacement Project, \$11,577.59 – Richland Business Park
10. Change Order, PND Engineers Port Electrification Project, \$90,000 – Technology & Business Center
11. Proclamation 25-02, Honoring the Mid-Columbia Chapter of the Ninety-Nines – Richland Airport

#### F. INFORMATION REPORTS

1. Grants 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, September 10, 2025**, at the Clore Center, 2140 Wine Country Road, Prosser, Washington.  
Visit [PortofBenton.com/Commission](https://PortofBenton.com/Commission) for information.

**PORT OF BENTON**  
**COMMISSION WORKSHOP MINUTES**  
**July 8, 2025**

**A. CALL TO ORDER:** The Commission Workshop was called to order at 9:30 a.m. at the Port of Benton Commission Meeting 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, Quentin Wright, Jeff Lubeck, Ron Branine, Brandin Lopez,  
Audrey Burney, Cassie Hammond, Summers Miya

**ALSO PRESENT:** John O’Leary, Gravis Law; Clif Dyer, Sundance Aviation; Herb Brayton; Mark Underwood; Scott Urban; Dennis Collins; Gareth Nisbett; Helen den Hoed; Jane Hagarty; Teresa Hancock; Christy Rasmussen; Jon Ray

**The following attended via remote communications:**

Sheri Collins, Cassie Hammond, Ashley Garza, Angela Saraceno-Lyman, Joe Pisca, Bryan Bell, Julia Mora, Jeff (No last name given)

The Commission Workshop was noticed as required by RCW 42.30.070.

**B. PLEDGE OF ALLEGIANCE:** John O’Leary led those present to recite the Pledge of Allegiance.

**C. WORKSHOP**

1. Richland Airport Infrastructure Timeline and Discussion

Legal counsel John O’Leary reviewed the meeting structure and protocol, noting that the workshop format is designed for information gathering, and no decisions are to be made. Information from this session will inform Commission decisions later.

The Commission had outlined specific areas they wanted addressed, which were reviewed.

Port of Benton executive director Diahann Howard presented a historical review and timeline, and a summary timeline of airport water and sewer infrastructure along with port investment.

Howard clarified that in 2022, an aircraft accident took place at Richland Airport, triggering a fire department review and subsequent request for training of the hydrants and requested inspection.

1993 – Port designed and built water mains and fire hydrants north of Butler Loop - \$53,765  
(Port-funded)

1999 – (AIP 08) Utility upgrades for future hangars; pro-rata share paid by at least three tenants.

No full project records found, but evidence from as-builts.

2012 – (AIP 24) Major airport project with utility relocations, including water meter relocation. FAA/WSDOT funded \$965,000, Port funded \$136,167.

2013 – Additional service lines and meter installation, Port paid \$25,904 for design, \$72,000 for construction. Utilities extended only to leased boundaries; tenants were responsible for further connections.

2025 – Ground penetrating radar used to map unrecorded utilities, identify discrepancies and undocumented hookups, particularly in the north end of Richland Airport.

Howard noted the Port typically funds mainline to encourage development, with hangar owners responsible for connections within the lease boundary. Several shell hangars were submitted without utilities, and later, many had undocumented or improperly permitted connections.

Several clusters identified:

Area 1 (West) – Proper main/private connections, fully permitted.

Area 2 – Port paid for and permitted mainlines, but a subsequent undocumented private system was built with only one Port-paid meter serving multiple hangars, public restroom, and office facilities – contrary to the current city code.

Area 3-4 – Some buildings permitted, others setting up shared, unmetered, or undocumented connections.

Area 5 – Port denied extension funding in 2012, later developer-built hangars without permitted hookup, currently being addressed with the City.

Area 6 – Utilities still under investigation as of July 8, 2025. Inspections are scheduled for July 10, 2025.

Several public comments noted that for decades, many connections were handled by handshake/verbal agreements with Port managers, with tenants not often billed directly for utilities (beyond initial pro-rata investments).

The port has paid an average of \$93 to \$104 per month for the meter in question.

Diahann Howard read a statement provided by Ryan Hone.

Diahann Howard read a statement provided by Roger Wright.

Individual hangar owner, Herb Brayton, initially invested \$21,000 and a pro-rata share, and has never paid utilities per verbal agreement with Port management.

Brayton stated that he has been an airport tenant since 1973, noting that he agreed to fund the public restroom at the time as the Port was tight on resources, with an agreement that the Port would cover the utility cost. It was noted that the restroom has been seen as essential public

infrastructure, not merely a tenant benefit.

Brayton added that Scott Siefken, from the City of Richland, walked the utilities around 2010 and did not provide any comments.

Scott Urban, an airport user, provided a statement, noting that the communication from the port has been poor, with no transparency, related to this issue.

Clif Dyer, Sundance Aviation, provided a statement, asking why we are here in this setting, noting that this issue provided the port with an opportunity to show leadership.

Gareth Nisbet provided a statement, noting that he is not an airport user, but commented that this meeting was a waste of time and resources.

Jon Ray, an airport user, provided a statement addressed to Commissioner Keck, noting that an airport serves as an economic engine, offering numerous benefits to the community and the general aviation community.

Jane Hagarty, retired Port Commissioner, provided a statement, noting that the restroom was a good investment, but the scope of the original utility agreement may have carried further than intended.

Hagarty recommended increasing transparency and ensuring all future agreements are documented to avoid repeating past ambiguities.

Commissioner Scott Keller stated that he got a hold of Carlo's assistant, with the City of Richland's assistance and offered for them to come out and look at things at his hangar. Keller noted that he reached out a few weeks to a month ago and has not heard back. Keller added that he would be working with Port staff to take care of the issue.

Commissioner Lori Stevens stated that she looks forward to having continued conversations and develop clear policies and guidelines for the staff to prevent issues like this in the future.

Commissioner Roy Keck stated that he believes there are compliance issues at the Richland Airport and feels a doors up inspection would be the best way to approach the issue.

D. **ADJOURNMENT:** With no further business, the meeting was adjourned at 10:59 a.m.

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Roy Keck  
Commission Secretary

**PORT OF BENTON  
COMMISSION MEETING MINUTES  
July 9, 2025**

- A. CALL TO ORDER:** The regular monthly meeting was called to order at 8:30 a.m. at the Port of Benton Commission Meeting 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, Cassie Hammond, Brandin Lopez, Audrey Burney

**ALSO PRESENT:** John O’Leary, Gravis Law; Clif Dyer, Sundance Aviation/Time2Fly

The following attendees attended via remote communications: Angela Saraceno-Lyman, Sheri Collins, Bryan Bell, Julia Mora, Joe Pisca, Ashley Garza, Teresa Hancock, Christy Rasmussen, Bryan Condon, Jon Ray, Jeff (No last name given)

The Commission meeting was noticed as required by RCW 42.30.070.

- B. PLEDGE OF ALLEGIANCE:** Jeff Lubeck led those present to recite 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 July 9, 2025, Commission meeting, approval of minutes from June 18, 2025, Commission meeting, and approval of vouchers and certifications, including payroll, for the month of June totaling \$764,354.52.**

**D. PUBLIC COMMENT**

Airport tenant Clif Dyer voiced concern regarding the handling of the previous day’s airport workshop, noting that the port had an opportunity to engage the community, but failed to do so and instead eroded trust.

Dyer urged improved engagement with tenants and added that most airport users have no objections to sharing water costs. Dyer emphasized that the recent utility issues should not overshadow the significant investments and positive developments at the airport.

**E. ITEMS OF BUSINESS**

1. Resolution 25-25, Authorizing the Consent to Assignment for a Ground Lease Over Five Years from Extended Legacy, LLC to D&G Investors, LLC, Maughan Properties, LLC and Kothar, LLC – Richland Innovation Center

Real estate manager Audrey Burney explained that the transfer of this ground lease over five years from Extended Legacy, LLC to D&G Investors, LLC, Maughan Properties, LLC and

Kothar, LLC in the Richland Innovation Center is taking place prior to the completion of the land transfer. Once the transfer is complete, the City will take over.

**A motion was made by Commissioner Roy Keck, seconded by Commissioner Lori Stevens, and unanimously passed by the Commission, approving Resolution 25-25, authorizing the consent to assignment for a ground lease over five years from Extended Legacy, LLC to D&G Investors, LLC, Maughan Properties, LLC and Kothar, LLC – Richland Innovation Center.**

2. Resolution 25-26, Approving a Lease Agreement VB-S1 Assets, LLC, Vertical Bridge Cell Tower – Richland Business Park

Real estate manager Audrey Burney stated that the proposed lease agreement for VB-S1 Assets, LLC, Vertical Bridge Cell Tower in the Richland Business Park had two 10-year terms with three additional 5-year renewals, a potential of 25 years.

Burney stated that Vertical Bridge has provided a legal description and proposed changes and the draft lease is under legal and administrative review.

**A motion was made by Commissioner Lori Stevens, seconded by Commissioner Roy Keck, and unanimously passed by the Commission, approving Resolution 25-26, approving a lease agreement for VB-S1 Assets, LLC, Vertical Bridge Cell Tower – Richland Business Park**

3. Resolution 25-27, Authorizing Updated Rates and Introduction of Reservation Fees at Crow Butte Park

Director of Facilities & Operations Ron Branine reviewed the key changes related to updated rates and the introduction of fees at Crow Butte Park:

- Regular camping fee: \$40 - \$45 per night
- Veteran camping fee: \$30 - \$35 per night
- Elimination of tent fees (tents at RV spots pay full price)
- Primitive tent/overflow: remains at \$20
- Reservation system fees: \$10 (phone-in) / \$8 (online), pending tech availability
- New reservation change/cancellation fees: \$10 (phone-in), \$8 (online)
- Upcoming capital improvements (pending 2026 budget): Ice/water vending, entry gate kiosk
- All rates still below state parks, review annually, aim for closer-to-neutral net in FY 2026
- Reservation software may be replaced to better integrate new gate system
- Volunteer staff continues to play a crucial role in park operations; moving forward with leaner core team

**A motion was made by Commissioner Roy Keck, seconded by Commissioner Lori Stevens, and unanimously passed by the Commission, approving Resolution 25-27, authorizing updated rates and introduction of reservation fees at Crow Butte Park.**

Resolution 25-28, Authorizing a Contract with Maul Foster Alongi for \$325,862.00 for 40 Acres of Shoreline Waterfront Drive Planning and Engineering Services – Technology & Business Center

Engineering & Development Manager Brandin Lopez reviewed the scope of the project that has been shared over the last couple commission meetings, stating that the planning and



engineering covers 40 acres of shoreline in the Technology & Business Center, adding that the contract includes environmental, cultural/tribal and site integration for economic development and recreational opportunities.

Lopez reviewed funding and timeline, noting that 40% will be spent in 2025 and completion is estimated around July 2026.

Lopez reviewed the selection process, which was an RFQ process and Maul Foster Alongi, along with cultural resource expertise, was selected.

Commissioner Scott Keller expressed concern over the contract size and requested a direct, detailed presentation from Maul Foster Alongi before approval. Commissioner Keller noted the importance of taxpayer transparency.

Commissioner Lori Stevens noted that she would also appreciate a presentation from Maul Foster Alongi before moving forward with a contract and Resolution 25-28 was tabled.

4. Acceptance of Work, Impervious Construction, LLC, 2939 Richardson Road Roof Replacement Project, \$67,709.70 – Technology & Business Center

Director of Facilities & Operations Ron Branine explained that Impervious offers a 15-year warranty with their roof replacements, using an advanced coating system. Branine added that the product has a federal and commercial track record, even in harsher environments. Branine added that the project total is \$67,709.70.

**A motion was made by Commissioner Lori Stevens, seconded by Commissioner Roy Keck, and unanimously passed by the Commission, approving acceptance of work to Impervious Construction, LLC, 2939 Richardson Road Roof Replacement Project, \$67,709.70 – Technology & Business Center.**

5. Contract with Impervious Construction, LLC, 2579 Stevens Drive Roof Coating Project, \$72,921.24 – Richland Business Park

Director of Facilities & Operations Ron Branine noted that this contract for \$72,921.24 is for the same company that was awarded the roof replacement at 2579 Stevens Drive.

**A motion was made by Commissioner Roy Keck, seconded by Commissioner Lori Stevens, and unanimously passed by the Commission, approving a contract with Impervious Construction, LLC, 2579 Stevens Drive Roof Coating Project, \$72,921.24.**

6. Charter Communications Easement – Vintners Village

Engineering & Development Manager Brandin Lopez explained that Charter Communications is seeking an easement for added fiber service to buildings already served by other providers, which will increase tenant options.

Lopez added that the Port is awaiting the final decision from Charter but is seeking approval in advance to avoid delay.

**A motion was made by Commissioner Lori Stevens, seconded by Commissioner Roy Keck, and unanimously passed by the Commission, approving a Charter Communications easement – Vintners Village.**

## F. INFORMATION REPORTS

## 1. Grants Update

Executive director Diahann Howard reviewed the grants report.

Item 6 – NSF Engine, Engine grant application was not selected and this item will be removed from future reports.

Item 5 – 2579 Stevens Drive, Benton County Rural County Capital Funds .09 money. A presentation is scheduled for July 28, 2025.

Item 3 – Congressional Directed Spending Requests, Earmark from Senator Cantwell’s office for \$4.8 million.

Item 7 – FAA Airport Funds, Prosser Airport Apron Reconfiguration. FAA is funding 95%, WSDOT match covers another 2.5%. Slated for 2026.

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

Commissioner Lori Stevens stated that she appreciated yesterday’s workshop. More conversation is needed involving the tenants and city and is looking forward to future meetings.

Commissioner Roy Keck stated that he has questions on whether the utility issues that included the port paying the utility bill have crossed the line and constituted gifting of public resources to private entities, particularly with wink-and-nod approvals from the port over the years.

Commissioner Scott Keller stated that stealing has never been the intent regarding the utility meters.

Commissioner Keller confirmed funding details from executive director Diahann Howard’s workshop presentation on past airport projects.

Commissioner Keller inquired about who opens mail in the Port office, noting that a personal note addressed to him was opened.

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

### 1. Finance Director

Director of Finance Jeff Lubeck provided a financial status report, noting that the 2023 audit has been completed with a clean opinion and the report will be released on July 10. 2024 audit planning is underway with a goal to be completed by September.

Lubeck reviewed current disbursements and receivables and stated that a \$1.1 million grant reimbursement request has been submitted, with funds expected in July or August.

Lubeck announced that the 2026 budget process has begun and the staff input phase has started. An internal review will begin in August with Commissioner one-on-one meetings scheduled for mid to late September. Lubeck reviewed the budget timeline.

### 2. Port Attorney

Contract Port attorney John O’Leary stated that he had no updates for the regular or executive session.

### 3. Executive Director

Executive director Diahann Howard reviewed recent highlights, including co-hosting the M-84 event in Kalama with several other ports. Howard announced that there have been further conversations with a Clore prospect.

Howard announced that the facilities team recently said goodbye to Cory Roemeling, who moved to Idaho.

Howard reviewed recent meetings she has attended, including WPPA legislative meetings. Future meetings include the WPPA Executive Director Seminar and a PNWER speaking engagement.

Howard provided a real estate update, praising real estate manager Audrey Burney for her work on the HMiS lease and also noted that the Benton City land sale is closing soon, and the M&M orchard lease in Prosser will be terminating however the Port has already lined up a potential tenant for this site.

Howard added that building scans have been underway at 2579 Stevens Drive, which provides utility mapping and is prep for the pursuit of a Clean Buildings Act exemption.

Howard updated that the Phase 2 land transfer of the Richland Innovation Center property is continuing and on track. Eleven leases will be transferred to the City.

Howard added that the meeting with the Governor's office has changed, which opens up the original date of the August Commission meeting, if the Commission should choose to go back to that date.

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

There were no comments regarding the Good of the Order schedule of meetings and events.

#### **J. EXECUTIVE SESSION**

There were no items for an executive session.

#### **K. ADJOURNMENT**

The meeting was adjourned at 9:22 a.m. with an announcement that the next regular Port of Benton Commission meeting would be held at 8:30 a.m. on Wednesday, August 6, 2025, at the Port of Benton Commission meeting room, 3250 Port of Benton Boulevard, Richland, Washington.

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Roy D. Keck, Commission Secretary

**Port of Benton, Benton County, Washington  
Voucher Certification and Approval  
for the Month of July 2025**

**General Expenses**

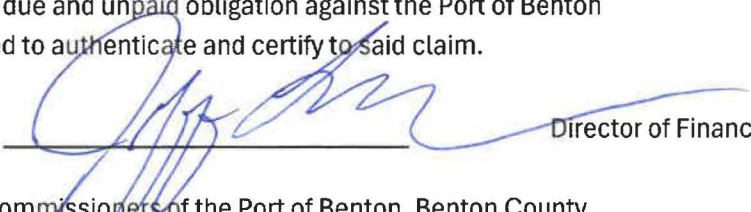
Accounts Payable Warrants #:	84893	-	84990		\$ 590,789.51
Electronic Payments:					\$ 3,839.89
<b>Total General Expenses</b>					\$ 594,629.40

**Payroll**

Direct Deposit:					
ACH					\$ 132,830.10
Electronic Payments:					
IRS Payroll Tax Deposit					\$ 47,523.81
Other Payroll Related Payments					\$ 33,562.82
<b>Total Payroll</b>					\$ 213,916.73
<b>Total General Expenses and Payroll</b>					\$ 808,546.13

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 July 2025**

**General Expenses**

Accounts Payable Warrants #:	84893	-	84990	\$	590,789.51
Electronic Payments:				\$	3,839.89
Total General Expenses				\$	<u>594,629.40</u>

**Payroll**

Direct Deposit:				\$	132,830.10
ACH				\$	132,830.10
Electronic Payments:				\$	47,523.81
IRS Payroll Tax Deposit				\$	47,523.81
Other Payroll Related Payments				\$	33,562.82
Total Payroll				\$	<u>213,916.73</u>
<b>Total General Expenses and Payroll</b>				\$	<u><b>808,546.13</b></u>

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

**Jul-25  
Cash Disbursements  
Batch Totals**

\$	590,789.51	Jul-25
\$	<u>590,789.51</u>	

<b>Electronic Payments - Other Payment</b>		
\$	3,839.89	07/25/2025 DEPARTMENT OF REVENUE
\$	-	
\$	<u>3,839.89</u>	

<b>IRS Payroll Tax Deposit</b>		
\$	21,700.26	07/03/25 INTERNAL REVENUE SERVICE
\$	20,958.10	07/18/25 INTERNAL REVENUE SERVICE
	2,773.89	07/18/25 INTERNAL REVENUE SERVICE
	2,091.56	07/23/25 INTERNAL REVENUE SERVICE
\$	<u>47,523.81</u>	

642,153.21 Warrants, ACH, FedTax

<b>Payroll Direct Deposit Net Pay</b>		
\$	61,507.74	07/03/25 PORT OF BENTON EMPLOYEES
\$	5,384.75	07/18/25 PORT OF BENTON COMMISSIONERS
\$	4,484.59	07/22/25 CORY ROEMELING PAYOUT
\$	1,135.85	07/03/25 PORT OF BENTON EMPLOYEES CASH OUT
\$	60,317.17	07/18/25 PORT OF BENTON EMPLOYEES

\$ 132,830.10

<b>Other Payroll Related Payments</b>		
\$	1,789.49	07/03/25 NATIONWIDE
\$	5,349.55	07/03/25 DRS
\$	100.00	07/03/25 WASHINGTON SUPPORT REGISTRY
\$	1,789.61	07/18/25 NATIONWIDE
\$	4,446.56	07/18/25 DRS
\$	100.00	07/18/25 WASHINGTON SUPPORT REGISTRY
\$	11,057.14	07/30/25 DEPARTMENT OF LABOR AND INDUSTRIES
\$	2,783.79	07/30/25 EMPLOYMENT SECURITY DEPARTMENT
\$	3,857.04	07/30/25 PAID FAMILY MEDICAL LEAVE
\$	2,289.64	07/30/25 CARES
\$	-	
\$	-	
\$	-	
\$	<u>33,562.82</u>	

Bank	Date	Payee	Document no.	Amount	Cleared	ACH
	7/9/2025	VEN00012--AFLAC	84893	1,389.30	In transit	
	7/9/2025	VEN000692--ARCHBRIGHT	84894	1,328.00	In transit	
	7/9/2025	VEN000714--C WATTS TRUCKING LLC	84895	6,000.00	In transit	
	7/9/2025	VEN000075--CASCADE NATURAL GAS CORP	84896	583.56	In transit	
	7/9/2025	VEN000083--CENTURYLINK	84897	155.61	In transit	
	7/9/2025	VEN000290--CI-PW, LLC (Paradise Bottled Water)	84898	91.21	In transit	
	7/9/2025	VEN000089--CITY OF RICHLAND	84899	27.55	In transit	
	7/9/2025	VEN000234--CITY OF RICHLAND LANDFILL	84900	311.06	In transit	
	7/9/2025	VEN000143--DSD BUSINESS SYSTEMS	84901	52.99	In transit	
	7/9/2025	VEN000166--FERGUSON ENTERPRISES, INC.	84902	191.13	In transit	
	7/9/2025	VEN000616--FIBER MARKETING INTERNATIONAL, INC (FMI)	84903	269.57	In transit	
	7/9/2025	VEN000643--HARMER STEEL PRODUCTS COMPANY	84904	17,174.60	In transit	
	7/9/2025	VEN000201--HEALTH CARE AUTHORITY	84905	79,203.12	In transit	
	7/9/2025	VEN000729--HIGH FIVE MOTORSPORTS LLC	84906	1,889.21	In transit	
	7/9/2025	VEN000775--IMPERVIOUS COATING LLC	84907	95,493.08	In transit	
	7/9/2025	VEN000231--KENNEWICK INDUSTRIAL & ELECTRICAL SUPPLY	84908	1,426.84	In transit	
	7/9/2025	VEN000510--LIFESECURE INSURANCE COMPANY	84909	943.56	In transit	
	7/9/2025	VEN000249--MAUL FOSTER ALONGI, INC	84910	15,375.52	In transit	
	7/9/2025	VEN000258--MOON SECURITY SERVICES, INC	84911	4,315.04	In transit	
	7/9/2025	VEN000302--PLATT ELECTRIC SUPPLY, INC	84912	39.68	In transit	
	7/9/2025	VEN000718--PND ENGINEERS INC	84913	6,955.00	In transit	
	7/9/2025	VEN000497--PRECISION APPROACH ENGINEERING, INC.	84914	3,600.00	In transit	
	7/9/2025	VEN000295--PROSSER ECON DEV ASSOCIATION	84915	12,500.00	In transit	
	7/9/2025	VEN000326--RGW ENTERPRISES P.C. INC	84916	23,625.00	In transit	
	7/9/2025	VEN000464--ROCKABILLY ROASTING CO.	84917	115.00	In transit	
	7/9/2025	VEN000330--ROSS JAMES PHOTOGRAPHY	84918	812.50	In transit	
	7/22/2025	VEN000674--509 CONSTRUCTION	84919	2,145.61	In transit	
	7/22/2025	VEN000006--ABADAN, INC	84920	373.50	In transit	
	7/22/2025	VEN000034--AMERICAN TREE TRIMMERS, LLC	84921	6,492.00	In transit	
	7/22/2025	VEN000038--BANNER BANK - Credit Card	84922	25,138.48	In transit	
	7/22/2025	VEN000044--BENTON PUD	84923	4,458.92	In transit	
	7/22/2025	VEN000053--BENTON RURAL ELEC ASSOCIATION	84924	1,127.12	In transit	
	7/22/2025	VEN000059--BENTON-FRANKLIN HEALTH DEPT	84925	62.00	In transit	
	7/22/2025	VEN000066--BNSF RAILWAY COMPANY	84926	11,863.21	In transit	
	7/22/2025	VEN000075--CASCADE NATURAL GAS CORP	84927	120.30	In transit	
	7/22/2025	VEN000469--CENTURY WEST ENGINEERING CORP	84928	12.21	In transit	
	7/22/2025	VEN000083--CENTURYLINK	84929	131.39	In transit	
	7/22/2025	VEN000321--CI INFORMATION MANAGEMENT	84930	49.26	In transit	
	7/22/2025	VEN000052--CITY OF BENTON CITY	84931	187.55	In transit	
	7/22/2025	VEN000071--CITY OF PROSSER	84932	7,604.21	In transit	
	7/22/2025	VEN000089--CITY OF RICHLAND	84933	28,634.62	In transit	
	7/22/2025	VEN000781--CKJT ARCHITECTS PLLC	84934	17,611.00	In transit	
	7/22/2025	VEN000092--CLARK HILL PLC	84935	2,336.00	In transit	
	7/22/2025	VEN000100--COFFEY REFRIGERATION	84936	706.55	In transit	
	7/22/2025	VEN000726--COLUMBIA PUMP INC	84937	1,101.45	In transit	
	7/22/2025	VEN000105--CONNELL OIL, INC	84938	3,611.84	In transit	
	7/22/2025	VEN000639--CWW LLC (COLUMBIA RAIL)	84939	1,289.57	In transit	
	7/22/2025	VEN000607--EASTERN WASHINGTON TRANSPORTATION	84940	1,050.00	In transit	
	7/22/2025	VEN000772--EE TRAFFIC MANAGEMENT LLC	84941	911.00	In transit	
	7/22/2025	VEN000778--FLY WASHINGTON	84942	500.00	In transit	
	7/22/2025	VEN000200--HDR ENGINEERING, INC	84943	23,920.29	In transit	
	7/22/2025	VEN000777--HEART OF HEARTS DESIGN	84944	350.00	In transit	
	7/22/2025	VEN000729--HIGH FIVE MOTORSPORTS LLC	84945	1,576.15	In transit	
	7/22/2025	VEN000588--IC CONSULTING CORPORATION	84946	15,120.00	In transit	
	7/22/2025	VEN000211--INTERMOUNTAIN MATERIALS TESTING	84947	1,203.00	In transit	
	7/22/2025	VEN000222--JOHN DEERE FINANCIAL (RDO EQUIPMENT)	84948	2,664.10	In transit	
	7/22/2025	VEN000229--KELLEY'S TELE-COMMUNICATION, INC.	84949	164.00	In transit	
	7/22/2025	VEN000672--KPFF, INC.	84950	8,420.00	In transit	
	7/22/2025	VEN000240--LIFE FLIGHT NETWORK FOUNDATION	84951	1,575.00	In transit	
	7/22/2025	VEN000490--MARY POTTER	84952	380.80	In transit	
	7/22/2025	VEN000249--MAUL FOSTER ALONGI, INC	84953	19,859.13	In transit	
	7/22/2025	VEN000380--MCCLATCHY COMPANY	84954	540.88	In transit	
	7/22/2025	VEN000258--MOON SECURITY SERVICES, INC	84955	195.66	In transit	
	7/22/2025	VEN000481--MORRISON METALWELD PROCESS CORPORATION	84956	10,815.65	In transit	
	7/22/2025	VEN000262--MR. ROOTER PLUMBING	84957	1,209.29	In transit	
	7/22/2025	VEN000549--ORCHARD & VINEYARD SUPPLY, LLC	84958	2,276.46	In transit	

7/22/2025	VEN00297--PERSONAL TOUCH CLEANING, INC.	84959	23,866.49	In transit	
7/22/2025	VEN00774--PLATINUM AUDIO VISUAL LLC	84960	1,791.90	In transit	
7/22/2025	VEN00305--POCKETINET COMMUNICATIONS, INC.	84961	255.00	In transit	
7/22/2025	VEN00592--PRO FIRE LLC	84962	992.66	In transit	
7/22/2025	VEN00306--PROMINENCE PUBLIC RELATIONS	84963	2,870.00	In transit	
7/22/2025	VEN00326--RGW ENTERPRISES P.C. INC	84964	14,625.00	In transit	
7/22/2025	VEN00334--SANITARY DISPOSAL, INC.	84965	1,849.26	In transit	
7/22/2025	VEN00636--SENSKE LAWN & TREE CARE LLC	84966	26,787.64	In transit	
7/22/2025	VEN00779--SUMMERLAND ENTERPRISES INC	84967	3,982.80	In transit	
7/22/2025	VEN00385--THE HOME DEPOT CRC/GECF	84968	1,841.47	In transit	
7/22/2025	VEN00346--THE SHERWIN-WILLIAMS CO.	84969	1,462.56	In transit	
7/22/2025	VEN00780--THREE RIVERS AUDIO VISUAL	84970	761.40	In transit	
7/22/2025	VEN00762--TK ELEVATOR CORPORATION	84971	869.60	In transit	
7/22/2025	VEN00377--TRI-CITY AREA JOURNAL OF BUSINESS	84972	1,220.00	In transit	
7/22/2025	VEN00298--TRI-CITY COMPUTER CONSULTING LLC	84973	1,902.25	In transit	
7/22/2025	VEN00376--TRI-CITY REGIONAL CHAMBER	84974	632.00	In transit	
7/22/2025	VEN00402--UNDERGROUND CREATIVE, LLC	84975	2,050.00	In transit	
7/22/2025	VEN00414--VERIZON	84976	1,822.30	In transit	
7/22/2025	VEN00746--VERIZON CONNECT FLEET USA LLC	84977	621.98	In transit	
7/22/2025	VEN00440--WASHINGTON PUBLIC PORTS ASSOCIATION	84978	3,985.00	In transit	
7/22/2025	VEN00358--WASHINGTON STATE AUDITOR'S OFFICE	84979	6,217.77	In transit	
7/22/2025	VEN00449--ZIPLY FIBER	84980	545.06	In transit	
7/22/2025	VEN00449--ZIPLY FIBER	84981	85.54	In transit	
7/22/2025	VEN00449--ZIPLY FIBER	84982	285.38	In transit	
7/22/2025	VEN00449--ZIPLY FIBER	84983	526.09	In transit	
7/22/2025	10040--Saraceno Lyman, Angela	84984	668.00	In transit	
7/22/2025	10036--Scaroni, Christopher	84985	429.80	In transit	
7/22/2025	10006--Howard, Diahann	84986	1,901.66	In transit	
7/22/2025	10026--Stevens, Lori	84987	52.50	In transit	
7/22/2025	10029--Wright, Quentin	84988	541.97	In transit	
7/22/2025	10007--Keck, Roy	84989	2,738.22	In transit	
7/22/2025	10020--Miya, Summers	84990	951.88	In transit	
7/3/2025	VEN00425--WASHINGTON STATE SUPPORT REGISTRY	070325DSHS		In transit	100.00
7/18/2025	VEN00425--WASHINGTON STATE SUPPORT REGISTRY	071825DSHS		In transit	100.00
7/23/2025	VEN00215--INTERNAL REVENUE SERVICE	0723FT CR		In transit	2,091.56
7/30/2025	VEN00171--EMPLOYMENT SECURITY DEPT	2-2025 CARES		In transit	2,289.64
7/30/2025	VEN00443--WASHINGTON STATE EMPLOYMENT SECURITY DEPT	2-2025 ESD		In transit	2,783.79
7/30/2025	VEN00444--WASHINGTON STATE DEPT OF LABOR & INDUSTRIES	2-2025 L&I		In transit	11,057.14
7/30/2025	VEN00171--EMPLOYMENT SECURITY DEPT	2-2025 PFML		In transit	3,857.04
7/18/2025	VEN00215--INTERNAL REVENUE SERVICE	63025FT COMM		In transit	2,773.89
7/3/2025	VEN00215--INTERNAL REVENUE SERVICE	70325FT BW		In transit	21,700.26
7/18/2025	VEN00215--INTERNAL REVENUE SERVICE	71825FT BW		In transit	20,958.10
7/3/2025	VEN00122--DEPT OF RETIREMENT SYSTEMS	DCP7032025		In transit	5,349.55
7/18/2025	VEN00122--DEPT OF RETIREMENT SYSTEMS	DCP7182025		In transit	4,446.56
7/25/2025	VEN00239--WASHINTGON STATE DEPT OF REVENUE	EXCISE		In transit	3,839.89
7/3/2025	VEN00268--NATIONWIDE RETIREMENT SOLUTION	NW7032025		In transit	1,789.49
7/18/2025	VEN00268--NATIONWIDE RETIREMENT SOLUTION	NW7182025		In transit	1,789.61
			<b>590,789.51</b>		<b>84,926.52</b>



**RESOLUTION 25-25 - AMENDED**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF PORT OF BENTON AUTHORIZING THE  
CONSENT TO ASSIGNMENT FOR A GROUND LEASE OVER FIVE YEARS**

**WHEREAS**, the Port of Benton commission entered into a written Ground Lease Agreement dated January 20, 2006 with Smart Park Properties, L.L.C, for the real property described in Exhibit A. Which Ground Lease Agreement was amended and modified by the following:

1. Lease Modification No. 1 dated July 21, 2006, and recorded under Benton County Auditor's file no. 2006-024123 on July 26, 2006;
2. Assignment of Leasehold Interest by Lessee to Garlick Investments, LLC dated August 11, 2006;
3. Lease Modification No. 2 dated January 11, 2007;
4. Amendment to Ground Lease dated November 1, 2007;
5. Assignment and Assumption of Lessee's Interest in Port of Benton Ground Lease from Garlick Investments, LLC to Extended Legacy, LLC dated May 13, 2010, and recorded under Benton County Auditor's file no. 2010-015345 on June 2, 2010; and
6. Fourth Addendum/Amendment to Ground Lease Agreement dated August 21, 2014.

The original Ground Lease Agreement and all Modifications, consents and amendments constitute and are hereby referred to as "Ground Lease."

**WHEREAS**, Extended Legacy, LLC, a Washington Limited Liability Company ("Assignor") now wishes to assign its interest in the Ground Lease to D&G Investors, LLC, a Colorado Limited Liability Company, Maughan Properties, LLC, a Washington Limited Liability Company, and Kothar, LLC, a Utah Limited Liability Company. ("Assignees").

**NOW, THEREFORE, BE IT RESOLVED** the Board of Commissioners hereby approve Resolution 25-25 authorizing the Port's Executive Director to execute a Consent to Assignment agreement on behalf of the Port of Benton, which agreement shall constitute the Port's written authorization for Assignor to assign the Ground Lease to Assignee.

DATED AND SIGNED at Richland, Washington this 6<sup>th</sup> day of August 2025.

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Scott Keller, President

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Lori Stevens, Vice President

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Roy Keck, Secretary



## **Exhibit A**

### **Legal Description**

A parcel of land situated in the North Half of the Northwest Quarter of Section 26, Township 10 North, Range 28 East, Willamette Meridian, Benton County, Washington, described as follows:

Commencing at the Northwest corner of said Section 26, said point bears North 01°13'47" East, 2642.48 feet from the West Quarter Corner of said section;

Thence South 89°10'25" East, 939.66 feet to a point on the East line of an existing 60 feet wide access easement as recorded under Auditor's File No. 2006-024122 and the true point of beginning;

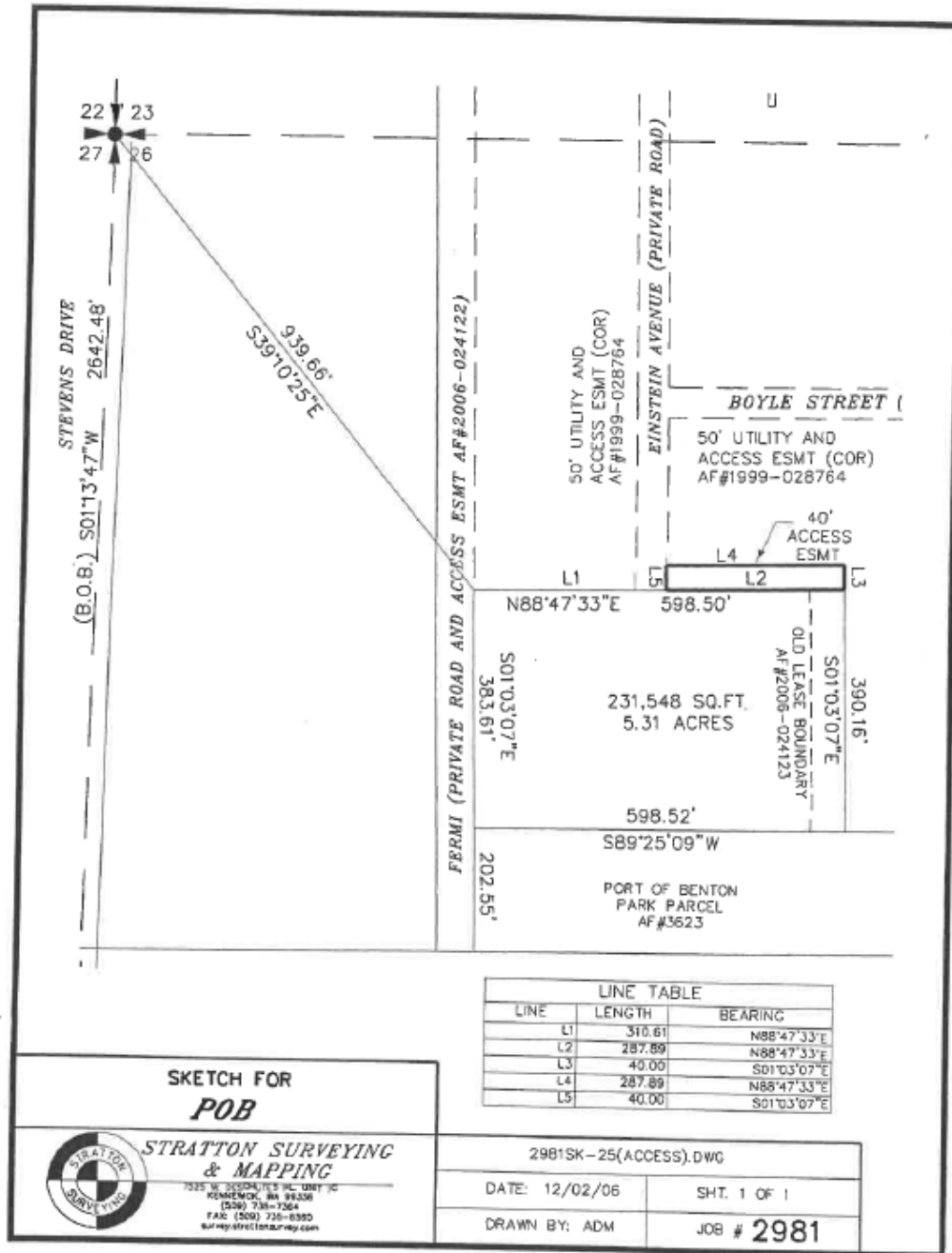
Thence North 88°47'33" East, 598.50 feet;

Thence South 01°03'07" East, 390.16 feet;

Thence South 89°26'09" West, 598.52 feet;

Thence North 01°03'07" West along said East line 383.61 feet to the said true point of beginning.

EXHIBIT B



## Exhibit C

### Legal Description of Easement:

An easement 40.00 feet in width lying in a portion of the Northwest Quarter of Section 26, Township 10 North, Range 28 East, W.M., Benton County, Washington, more particularly described as follows:

Commencing at the Northwest corner of said Section 26, said point bears North  $01^{\circ}13'47''$  East, 2642.48 feet from the West Quarter Corner of said Section;

Thence South  $89^{\circ}10'25''$  East, 939.66 feet to a point on the East line of an existing 60.00 foot wide access easement as recorded under Auditor's File No. 2006-024122;

Thence North  $88^{\circ}47'33''$  East, 310.61 feet to the East line of an access and utility easement recorded under Auditor's File Number 1999-028764 and the true point of beginning;

Thence continuing North  $88^{\circ}47'33''$  East, 287.89 feet;

Thence North  $01^{\circ}03'07''$  West, 40.00 feet;

Thence South  $88^{\circ}47'33''$  West, 287.89 feet to the said East line of said access and utility easement;

Thence South  $01^{\circ}03'07''$  East along the East line of said access and utility easement 40.00 feet to the said true point of beginning.

**RESOLUTION 25-28**

**A RESOLUTION OF THE PORT OF BENTON AUTHORIZING A  
CONTRACT WITH MAUL FOSTER ALONGI FOR SHORELINE  
WATERFRONT DRIVE PLANNING AND ENGINEERING SERVICES**

**WHEREAS**, the Port of Benton approved the 2025 Annual Operating Budget, Capital Budget, and Comprehensive Plan during a regular meeting under Resolution 24-37; and

**WHEREAS**, as part of the Comprehensive Plan, waterfront planning and infrastructure was identified as key opportunities to support the development of the Technology and Business Campus; and

**WHEREAS**, following the adoption of the Comprehensive Plan, the Port issued a Request for Qualifications (RFQ) for Shoreline Waterfront Drive Planning and Engineering Services, receiving eight proposals; and

**WHEREAS**, after reviewing qualifications, the Port interviewed the top three candidates and selected Maul Foster Alongi based on their overall qualifications and relevant experience.

**WHEREAS**, Maul Foster Alongi submitted a proposal for planning and engineering services that include cultural, civil, market study, concept drawings, community open house, and boat dock feasibility, for a total cost of \$325,862.00; and

**WHEREAS**, the estimated 2025 expenditures for this contract align with available funding and cover all known project elements; and

**WHEREAS**, given the potential for unforeseen risks related to shoreline work and culturally sensitive areas, the Port requests approval of an additional \$20,000 in change order contingency funding to address scope-related gaps and ensure the project remains on schedule.

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

1. The Port of Benton hereby approves the \$325,862.00 contract with Maul Foster Alongi for shore power design and bidding services.
2. Up to an additional \$20,000 in change order funding is approved to address unforeseen permitting issues and maintain the project schedule.
3. The contract with Maul Foster Alongi shall be executed by the Port's Executive Director.

**THIS RESOLUTION OF THE PORT OF BENTON ADOPTED** by the Commission at its regular meeting held this 6<sup>th</sup> day of August, 2025.

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Scott D. Keller, President

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Lori Stevens, Vice President

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Roy D. Keck, Secretary

**RESOLUTION 25-29**  
**A RESOLUTION OF THE PORT COMMISSION AUTHORIZING AN EXTENSION OF THE CLOSING DATE FOR THE SALE OF REAL PROPERTY TO ISSAR, LLC, AS PREVIOUSLY APPROVED IN RESOLUTION 25-14**

**WHEREAS**, the Port of Benton (“Port”) is a municipal corporation organized and existing under the laws of the State of Washington, RCW 53.04.010; and

**WHEREAS**, by Resolution 25-14, adopted on April 9, 2025, the Port Commission approved the sale of certain real property located in the Port’s Benton City Downtown Area, as legally described in Attachment 1 of said resolution, to Jennifer Kaslow and Nishaant Issar through a newly formed LLC (the “Purchasers”) for the sum of \$300,000.00; and

**WHEREAS**, pursuant to the April 30, 2025 Real Estate Purchase and Sale Agreement subsequently entered into by the parties, the sale was to close no later than August 15, 2025; and

**WHEREAS**, the Purchasers have requested an extension of the closing date to September 15, 2025 to facilitate completion of the bank appraisal for loan preparation and related matters; and

**WHEREAS**, Port staff recommends approval of the requested extension and finds that it remains in the Port’s best interest to proceed with the sale under the revised timeline;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Port of Benton that:

1. The closing date for the sale of the real property described in Resolution 25-14 is hereby extended from August 15, 2025 to September 15, 2025.
2. The Port’s Executive Director is authorized to execute any necessary amendments or documents to reflect this extension and to take all other actions necessary to complete the transaction.

**ADOPTED by the Port of Benton Board of Commissioners this 6th day of August 2025.**

**DATED AND SIGNED** at Richland, Washington on this 6<sup>th</sup> day of August 6, 2025.

\_\_\_\_\_  
Scott Keller, President

\_\_\_\_\_  
Lori Stevens, Vice President

\_\_\_\_\_  
Roy D. Keck, Secretary

**First Amendment to Real Estate  
Purchase and Sale Agreement between  
Port of Benton and ISAAR Properties, LLC**

This First Amendment to the Purchase and Sale Agreement (the “First Amendment”) is made and entered into this \_\_\_ day of \_\_\_\_\_, 2025, by and between the PORT OF BENTON, a Washington municipal corporation (“Port”), and ISSAR PROPERTIES, LLC, a Washington limited liability company (“Purchaser”).

**RECITALS**

**WHEREAS**, the Port and Purchaser entered into a Purchase and Sale Agreement dated April 30, 2025 (the “Original Agreement”) for the sale of certain real property located in the Port’s Benton City Downtown Area; and

**WHEREAS**, on April 9, 2025, the Port of Benton adopted Resolution 25-14 authorizing execution of the Original Agreement; and

**WHEREAS**, the parties desire to amend the Original Agreement to extend the closing date to allow for completion of the bank appraisal for loan preparation and related matters;

**AGREEMENT**

**AGREEMENT**

**1. Amendment to Section 9(a) – Time of Closing**

Section 9(a) of the Original Agreement is hereby amended to reflect a new closing date of September 15, 2025. The agreed extension of the closing date to September 15, 2025, is granted solely to allow Purchaser additional time to complete loan processing. This extension does not modify or extend any deadlines for the Conditions Precedent to Sale set forth in Section 4 of the Original Agreement.

**2. Section 14 – Effective Date**

This First Amendment shall be effective as of the date last executed by the parties.

**3. No Other Modifications**

Except as expressly amended herein, all other terms and conditions of the Original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the dates set forth below.

**SELLER:**

**PURCHASER(s):**

**PORT OF BENTON**

**ISSAR PROPERTIES, LLC**

A Washington Municipal Corporation

a limited liability company

By Authority of its Board of Commissioners

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

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

Diahann Howard, PPM®  
Executive Director

Jennifer Kaslow

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

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

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

John O'Leary  
Port Attorney

Jeff Lubeck, CPA  
Director of Finance/Auditor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**NOTARY ACKNOWLEDGEMENTS ON FOLLOWING PAGE**  
**SELLER NOTARY ACKNOWLEDGEMENT**

State of Washington )

ACKNOWLEDGEMENT

County of Benton )

On this day personally appeared before me **Diahann Howard, PPM** ® to me known to be the **Executive Director** of the **Port of Benton**, the municipal corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated he is authorized to execute the said instrument and that the seal affixed thereto is the corporate seal of said corporation.

GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

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

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

My Commission Expires: \_\_\_\_\_

**PURCHASER(s) NOTARY ACKNOWLEDGEMENT**

State of Washington )

ACKNOWLEDGEMENT

County of Benton )

On this day personally appeared before me **Jennifer Kaslow** to me known to be **Managing Member(s)** of **ISSAR PROPERTIES LLC**, the **limited liability company** who executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed for the use and purpose therein mentioned, and on oath stated he/they are authorized to execute the said instrument.

GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

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

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

My Commission Expires: \_\_\_\_\_



**RESOLUTION 25-30**

**A RESOLUTION OF THE PORT OF BENTON  
APPROVING AN AERONAUTICAL GROUND LEASE  
RAINIER AIRCRAFT SERVICES, LLC CONTINGENT ON SALE**

**WHEREAS**, the Port of Benton (Port) is authorized to enter into certain leases upon such terms as the Port Commission deem property; and

**WHEREAS**, Rainier Aircraft Services, LLC desires to enter into a thirty (30) year aeronautical ground lease with the Port, including four (4), additional five (5) year renewal option, contingent upon the successful hangar sale from a current Tenant Clifton Berkey; and;

**WHEREAS**, the subject property, known as Site 4, consists of approximately 0.15 acres and includes a 3,600 square foot mixed-use office and aircraft hangar located at the Richland Airport Park, with the closing of the sale scheduled for September 14, 2025; and

**WHEREAS**, the Port Commission has called a regularly scheduled public meeting with notice of such meeting given as provided by law and such public meeting was held at such time and on said date; and

**WHEREAS**, Port staff and the Port attorney have reviewed the proposed new Aeronautical Ground Lease Agreement and find it is in proper form and it is in the Port's best interest; and

**NOW THEREFORE BE IT RESOLVED** that the Board of Commissioners of the Port of Benton hereby approve a thirty (30) year lease with four (4) five-year (5) year options to Rainier Aircraft Services, LLC as presented and authorizes the Port's Executive Director to execute all documents and agreements on behalf of the Port to complete the transaction as specified above; and

**ADOPTED by the Port of Benton Board of Commissioners**, on this 6<sup>th</sup> day of August, 2025.

\_\_\_\_\_  
Scott D. Keller, President

\_\_\_\_\_  
Lori Stevens, Vice President

\_\_\_\_\_  
Roy D. Keck, Secretary

**EXHIBIT A  
To Resolution 25-30  
Legal Description Site 4**

**EXHIBIT A SITE 4 - HANGAR LEASE LEGAL DESCRIPTION**

A parcel of land lying in a portion of the Southwest quarter of the Southwest quarter of Section 34, Township 10 North, Range 28 East, W.M., City of Richland, Benton County, Washington, more particularly described as follows:

Beginning at Iron rebar marking PB 11W, said point being on the Westerly boundary of the Plat of Richland according to the Plat thereof, recorded in Volumes 6 and 7 of Plats, Records of Benton County, Washington (from which a Brass cap marking PB-10W bears South 39°59'00" West, 975.97 feet);

Thence leaving the Westerly boundary of said Plat of Richland, North 34°03'23" West, 1797.78 feet to the TRUE POINT OF BEGINNING of the parcel to be described;

Thence North 24°41'58" East, 80.00 feet;

Thence North 65°18'02" West, 80.00 feet;

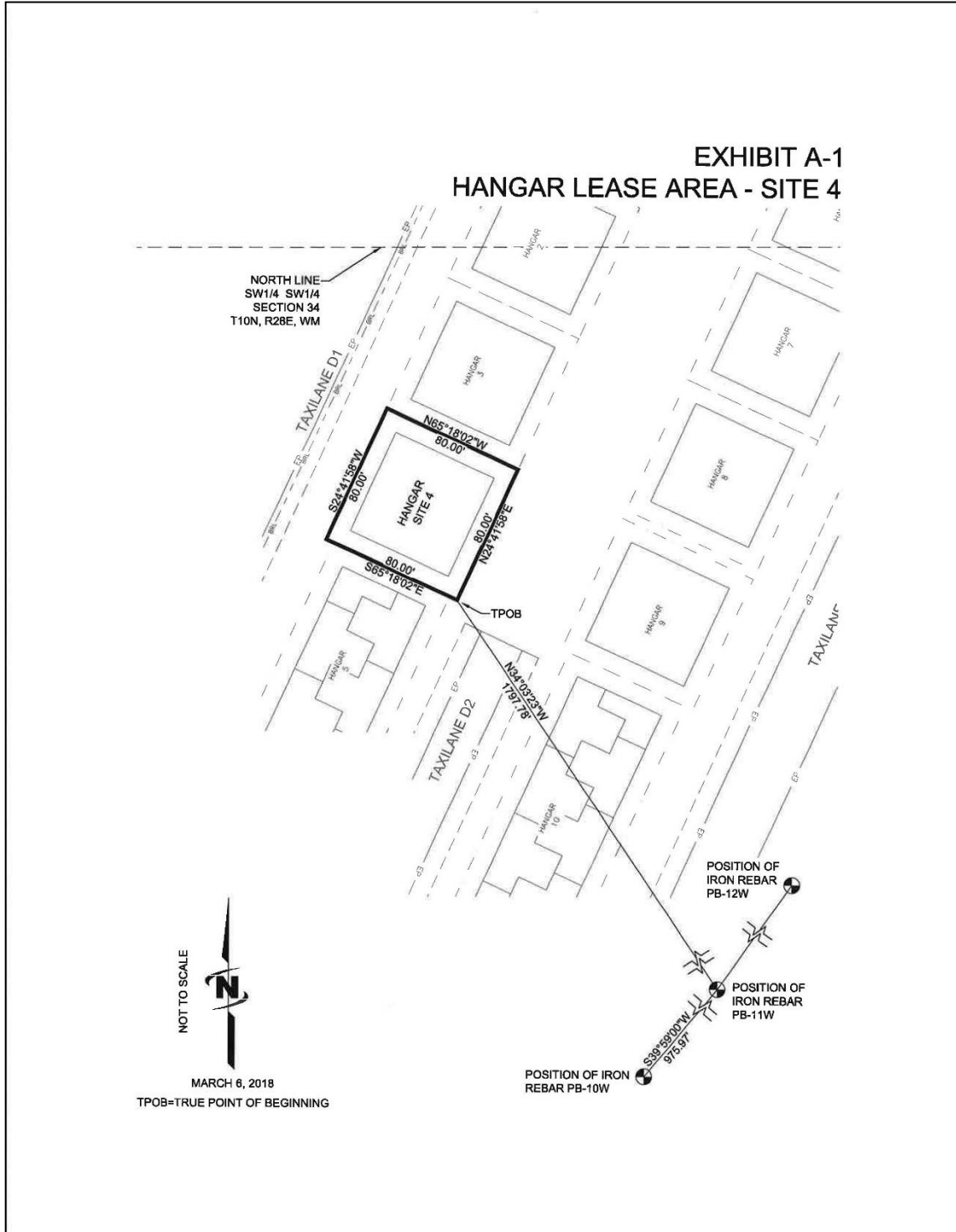
Thence South 24°41'58" West, 80.00 feet;

Thence South 65°18'02" East, 80.00 feet to the TRUE POINT OF BEGINNING and the end of this legal description.

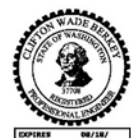
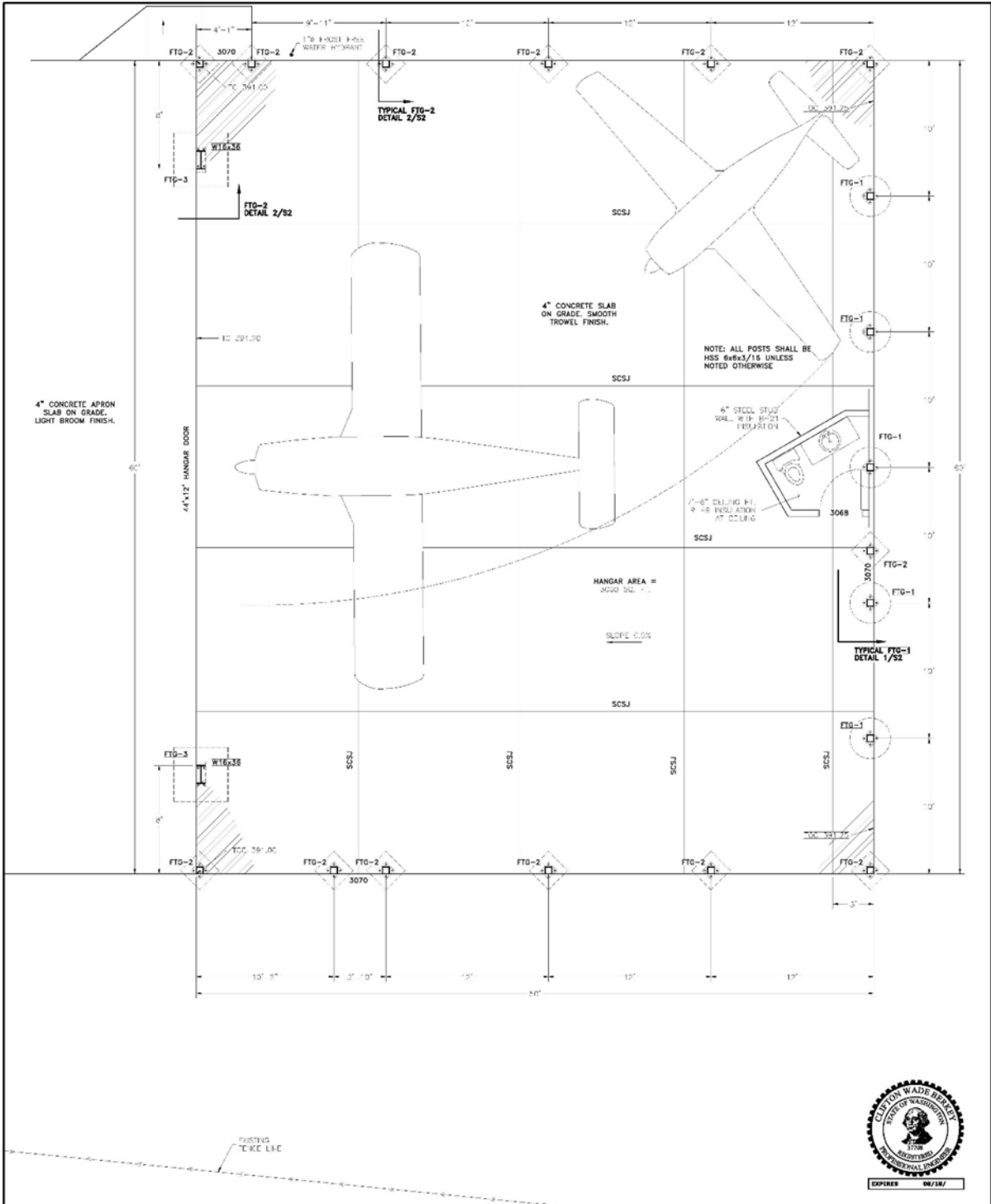
Containing 6,400 square feet (0.15 acres), more or less.

ALSO TOGETHER WITH AND SUBJECT TO easements, reservations, covenants, conditions and restrictions apparent or of record.

**EXHIBIT B-1**  
**To Resolution 25-30**  
**Site Plan – Leased Premises**  
**SITE 4**



**EXHIBIT B-2  
To Resolution 25-30  
Hangar Plan  
SITE 4**



**AMENDMENT TO  
CONTRACT FOR RAILROAD SERVICES  
(TRACKAGE RIGHTS)**

This Amendment (“Amendment”) is made as of the \_\_ day of \_\_\_\_\_, 2025 (the “Effective Date”), by and among the Port of Benton (“Port”), Union Pacific Railroad Company (“UPRR”) and BNSF Railway Company (“BNSF”) (each sometimes referred to herein individually as a “Party” and collectively as the “Parties”).

WITNESSETH:

WHEREAS, in 1947 the United States Atomic Energy Commission, now known as the Department of Energy (“AEC”) entered into Contract(s) for Railroad Services (as supplemented, the “1947 Contract”) with Northern Pacific Railway (“Pacific Company”) and with Oregon-Washington Railroad & Navigation Company and its lessee Union Pacific Railroad Company (collectively, “Union Company”) under which AEC agreed to construct certain trackage and interchange facilities known as the “Southern Connection” and defined in the 1947 Contract (the “Trackage Lines”) as being from a connection with Union Company in the vicinity of Richland Washington, and Pacific Company and Union Company each agreed to provide transport freight shipments over AEC’s line to the point of interchange designated in the 1947 Contracts; and

WHEREAS, AEC transferred the Trackage Lines and assigned the 1947 Contract to the Port in 1998; and

WHEREAS, for the purposes of this Amendment, the 1947 Contract, the Port is the successor to the AEC, BNSF is the successor to Pacific Company, and UPRR is the successor to Union Company; and

WHEREAS, over time the Trackage Lines are now being used by BNSF and UPRR to serve various industries and customers located along or accessed via the Trackage Lines including occasionally to serve the AEC and the Port; and

WHEREAS, the parties have agreed to amend the 1947 Contract as set forth herein to provide for the establishment and payment of certain trackage rights fees by BNSF and UPRR to the Port be applied towards the maintenance of the Trackage Lines and to clarify the identification of the Trackage Lines as set forth in the attached drawing;

NOW, THEREFORE, in consideration of the mutual covenants, obligations and agreements set forth in the 1947 Contract and this Amendment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby mutually agree as follows:

1. Article IV of the 1947 Contract is amended by adding the following language at the end of the existing Article IV:

The parties acknowledge that UPRR and BNSF, or their predecessors, fully paid the sums required to be paid to the AEC upon completion of the line B-D and the interchange facilities. Despite the previous agreement that UPRR and BNSF could use the various tracks now owned by the Port and identified as the Trackage Lines free of rental or other charge, UPRR and BNSF have agreed beginning \_\_\_\_\_, 2025 (the "Implementation Date") to the implementation and payment of trackage rights maintenance fees as set forth on Schedule 1 to this Amendment for the continued use of the Trackage Lines.

2. Article X of the 1947 Contract is amended by adding the following language at the end of the existing Article X:

The parties acknowledge that UPRR and BNSF, or their predecessors, fully paid the rent required to be paid to the AEC for the use of the trackage B-C. Despite the previous agreement that UPRR and BNSF could use the trackage B-C (part of the Trackage Lines) without further

rental payments, UPRR and BNSF have agreed beginning \_\_\_\_\_, 2025 (the "Implementation Date") to the implementation and payment of trackage rights maintenance fees as set forth on Schedule 1 to this Amendment for the continued use of the Trackage Lines.

The intent of the trackage rights maintenance fees is to cover annual maintenance solely to maintain FRA Class 2 track conditions. Capital improvements will continue to be funded by the Port or through grant funding.

3. INDEMNIFICATION:3.1. UPRR and/or BNSF shall have no liability for the condition of the property at and under the Trackage Lines as it existed prior to the Effective Date except to the extent that UPRR and/or BNSF is responsible to the damage to the property at and under the Trackage Lines under Article VIII of the 1947 Agreement as of the Effective Date.

3.2 After the Effective Date, UPRR and/or BNSF's only responsibility or liability under this Amendment for conditions on the property underlying the Trackage Lines shall be in proportion to and to the extent such individual railroad caused or contributed to the resulting environmental condition.

3.3 TO THE FULLEST EXTENT PERMITTED BY LAW, UPRR OR BNSF (the individual railroad at fault) SHALL RESPECTIVELY INDEMNIFY, DEFEND AND HOLD HARMLESS PORT AND PORT'S OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS AND INVITEES (HEREINAFTER COLLECTIVELY REFERRED TO AS "PORT INDEMNITEES"), FROM AND AGAINST ANY AND ALL CLAIMS AND LIABILITIES OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY, INCLUDING, WITHOUT LIMITATION, PERSONAL INJURIES, DEATHS, DAMAGE OR DESTRUCTION OF PROPERTY AND DAMAGE TO OR DESTRUCTION OF THE ENVIRONMENT WHATSOEVER, INCLUDING WITHOUT LIMITATION LAND, AIR, WATER, WILDLIFE, AND VEGETATION (HEREINAFTER COLLECTIVELY REFERRED TO AS "CLAIMS"), TO THE EXTENT SUCH CLAIMS ARE

PROXIMATELY CAUSED BY (i) THE BREACH OF THE TERMS OF THIS AMENDMENT BY THE RAILROAD AND/OR ITS OFFICERS, AGENTS, CONTRACTORS OR EMPLOYEES, OR (ii) THE RAILROAD'S OR ITS OFFICERS, AGENTS, CONTRACTORS OR EMPLOYEES NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

3.2. TO THE FULLEST EXTENT PERMITTED BY LAW, PORT SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS UPRR OR BNSF OR EITHER OF THEIR OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS AND INVITEES (HEREINAFTER COLLECTIVELY REFERRED TO AS "RAILROAD INDEMNITEES"), FROM AND AGAINST ANY AND ALL CLAIMS OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY, TO THE EXTENT SUCH CLAIMS ARE PROXIMATELY CAUSED BY (i) THE BREACH OF THE TERMS OF THIS AMENDMENT BY PORT AND/OR ITS OFFICERS, AGENTS, CONTRACTORS OR EMPLOYEES, (ii) THE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF PORT OR ITS OFFICERS, AGENTS, CONTRACTORS OR EMPLOYEES, OR (iii) **ANY AND ALL RELEASES ON OR FROM PORT'S PROPERTY OR ANY ADJACENT PORT PROPERTY, OR CAUSED BY ANY PORT PARTY, ALL TO THE EXTENT RELATED TO PORT TRACK.** AS SET FORTH IN ARTICLE VIII OF THE 1947 AGREEMENT, NEITHER RAILROAD SHALL BY REASON OF ANY DEFECT IN THE TRACKAGE LINES OR BY REASON OF THE FAILURE OR NEGLECT TO REPAIR SUCH DEFECT, MAKE ANY CLAIMS AGAINST THE PORT OR ITS OFFICERS, AGENTS, CONTRACTORS OR EMPLOYEES ARISING FROM SUCH DEFECT, NEGLIGENCE OR FAILURE.

3.3. UPON WRITTEN NOTICE FROM UPRR, BNSF OR PORT, THE NOTIFIED PARTY AGREES TO ASSUME THE DEFENSE OF CLAIMS OR ANY LAWSUIT OR OTHER PROCEEDING BROUGHT AGAINST ANY INDEMNITEE OF ANOTHER PARTY BY ANY ENTITY, RELATING TO ANY MATTER COVERED IN THIS AMENDMENT FOR WHICH ANOTHER PARTY HAS AN OBLIGATION TO



ASSUME LIABILITY FOR AND/OR SAVE AND HOLD HARMLESS SUCH INDEMNITEE. THE OTHER PARTY SHALL PAY ALL COSTS INCIDENT TO SUCH DEFENSE, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEY'S FEES, INVESTIGATOR'S FEES, LITIGATION AND APPEAL EXPENSES, SETTLEMENT PAYMENTS, AND AMOUNTS PAID IN SATISFACTION OF JUDGMENTS.

3.4. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY HEREIN, NO PARTY HERETO SHALL BE LIABLE FOR ANY PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF THE CONDUCT OF AN INDEMNIFIED PARTY OR THE EMPLOYEES, AGENTS, OFFICERS, OR CONTRACTORS OF AN INDEMNIFIED PARTY. **3.5 THE PARTIES AGREE THAT FOR PURPOSES OF THIS AMENDMENT, EACH RAILROAD IS A COMMON CARRIER. IF ANY AGENCY OR COURT CONSTRUES THIS AMENDMENT SO AS TO CAUSE RAILROAD TO BE OTHER THAN A COMMON CARRIER WITH RESPECT TO THE TRACKAGE LINES, PORT AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND RAILROAD FOR ANY LIABILITIES RELATED TO THAT CONSTRUCTION OF THIS AMENDMENT. NEITHER BNSF NOR UPRR WILL TAKE THE POSITION , INCLUDING WITHOUT LIMITATION IN ANY AGENCY OR COURT PROCEEDING, THAT IT IS NOT OPERATING OVER THE TRACKAGE LINES OTHER THAN AS A COMMON CARRIER.**

**3.6 IF ANY EMPLOYEE OF PORT ASSERTS THAT HE OR SHE IS AN EMPLOYEE OF ANY RAILROAD INDEMNITEE, PORT SHALL RELEASE, INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM AND AGAINST ANY LIABILITIES (AS DEFINED IN SECTION 4.1 ABOVE) ARISING OUT OF OR RELATED TO (IN WHOLE OR IN PART) ANY SUCH ASSERTION INCLUDING, BUT NOT LIMITED TO, LIABILITIES UNDER THE FEDERAL EMPLOYERS' LIABILITY ACT, THE SAFETY APPLIANCE ACT, THE LOCOMOTIVE INSPECTION ACT, THE OCCUPATIONAL SAFETY AND HEALTH ACT, THE RESOURCE CONSERVATION AND RECOVERY ACT, AND ANY SIMILAR STATE OR FEDERAL STATUTE. PORT'S OBLIGATIONS UNDER THIS SECTION 3.6 ARE REGARDLESS OF ANY ACTUAL OR ALLEGED NEGLIGENCE, FAULT, OR COMPARATIVE FAULT OF ANY RAILROAD INDEMNITEE RELATED TO SUCH CAUSES OF ACTION. RAILROAD SHALL**

**COOPERATE IN THE DEFENSE OF ESTABLISHING THAT THE EMPLOYEE IS NOT AN EMPLOYEE OF THE RAILROAD INDEMNITEE.**

3.7 For the purposes of this Section 3, no Party shall be considered the agent, contractor or invitee of any other Party.

4. The original Exhibit A attached to the 1947 Contract no longer represents current conditions or locations. The Parties agree that the attached Amended Exhibit A more accurately reflects the current locations of Points A-E as referenced in the 1947 Contract, and that the attached Amended Exhibit A shall be considered as part of the 1947 Agreement, as amended, and shall supersede any prior forms of Exhibit A that may hereafter be located.

5. This Amendment conveys no ownership interest in real property on or to BNSF or UPRR.

6. The terms of this Amendment shall be effective as of Effective Date first set forth above when signed by all of the Parties hereto.

7. BNSF and UPRR shall each be responsible for filing with the Surface Transportation Board ("STB") a notice of exemption approving the terms of this trackage rights amendment pursuant 49 CFR 1180.2(d)(7). Said notices shall be filed within 14 days of the Effective Date. BNSF and UPRR shall provide drafts of their respective notices to the Port for review prior to filing. The terms herein shall be subject to and conditioned upon and shall not become effective until the notices of exemption become effective.

8. Except as expressly provided herein, all other terms of the 1947 Contract shall remain in full force and effect and govern the parties to the 1947 Contract and their successors and assigns. Nothing herein shall be deemed or construed to amend or modify any rights of the

parties with respect to any trackage other than the Trackage Lines. The terms of this Amendment are not intended for the benefit of and may not be enforced by any party other than the Port, BNSF or UPRR. No term or provision of this Amendment or the 1947 Contract may be changed, waived, discharged or terminated except by an instrument in writing signed by all of the Parties hereto.

9. This Amendment may be executed in multiple counterparts, each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument. Execution and delivery of this Amendment by facsimile or electronic transmission shall be deemed for all purposes to be due execution and delivery by the undersigned.

*[signatures on next page]*

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of the Effective Date defined hereinabove.

PORT OF BENTON

By: \_\_\_\_\_  
Diahann Howard  
Executive Director PPM®, PPX®

BNSF RAILWAY COMPANY

By: \_\_\_\_\_  
Name:  
Title:

UNION PACIFIC RAILROAD COMPANY

By: \_\_\_\_\_  
Name:  
Title:

## **AMENDMENT SCHEDULE 1**

### **TRACKAGE RIGHTS MAINTENANCE FEES**

#### **I. Trackage Rights Maintenance Fees ("TR Fees")**

- A. Trackage Rights Maintenance Fees ("TR Fees") will be set annually as set forth below in a manner intended to reimburse the Port for the costs of maintaining the Trackage Lines by imposing a fee on all rail cars which enter the Port's track by crossing Richland Junction, the Trackage Lines by BNSF and UPRR. The initial TR Fee shall be U.S. \$100 per Subject Car (as defined below) and shall be adjusted annually beginning in 2028 as set forth in paragraph I.C below. In the event that a third party is granted the use of the Trackage Lines by the Port, the initial TR Fee shall be reduced by no less than thirty-three percent (33%).
- B. "Subject Cars" shall include all non-powered rail cars from the car count that pass Richland Junction onto the Trackage Lines and are destined to a Port tenant, including without limitation "intermodal well cars". For avoidance of doubt, in use locomotives and switching platforms (caboose) will not be treated as a "Subject Car." In addition, well cars shall be counted on a "per well" basis. Car counts will be determined in the first instance based on UPRR and BNSF rail car reports, but may be confirmed, corrected or supplemented by the Port based on manual counts based on customer usage, or electronic car counters if the Port chooses to install such counters. For this agreement and TR fee charges, cars will only be counted once when they enter the Port track at Richland Junction whether empty or full. Cars will only be charged one fee for entering and no fee for exiting the track.
- Beginning on the effective date, any subject cars entering the track on or after that date will be charged the TR fee. Any subject cars already on the track as of the effective date will not be charged.
- C. The parties shall meet beginning in October 2028, and every three (3) years thereafter, to agree on a reasonable increase (or decrease) in TR Fee based on such factors as an appropriate index such as 70% of the Rail Cost Adjustment Factor – Unadjusted (RCAF-U), a rolling average of maintenance expenses incurred by the Port with respect to the Trackage Lines, a measurable increase in total number of cars entering the track, or such other method on which the parties may agree. If the parties cannot agree, then the TR Fee will increase at the rate of up to five percent (5%) per year based on Port documented expenses. The number of subject cars may increase or decrease significantly, as may the maintenance costs. However, the car count could increase faster than maintenance costs therefore causing a decrease in the per car rate.
- D. Under no circumstances shall BNSF or UPRR be required by the Port to interchange to a third party on the Trackage Lines.

## **II. PAYMENT OF BILLS**

- A. The Port will invoice BNSF and UPRR quarterly for the TR Fees based on the count of subject cars entering the Port track for that quarter. Initially, the Port will seek assistance from BNSF and UPRR in determining the total number of cars entering the Port's track to determine this car count. Ultimately the Port will install a car counter, (AEI reader or similar) to determine the total car count. Existing rail cameras and customer information may be used by the Port to verify the car counts.
- B. BNSF and UPRR shall each submit payment to the Port based on the accepted or corrected Subject Car counts, as applicable, within 60 days following the Port invoicing for TR Fee.

## **III. PERMITTED USES OF TRACKAGE RIGHTS MAINTENANCE FEES**

- A. All TR Fees paid by UPRR and BNSF will only be used by the Port for and toward the cost of ordinary maintenance of the Trackage Lines, including but not limited to:

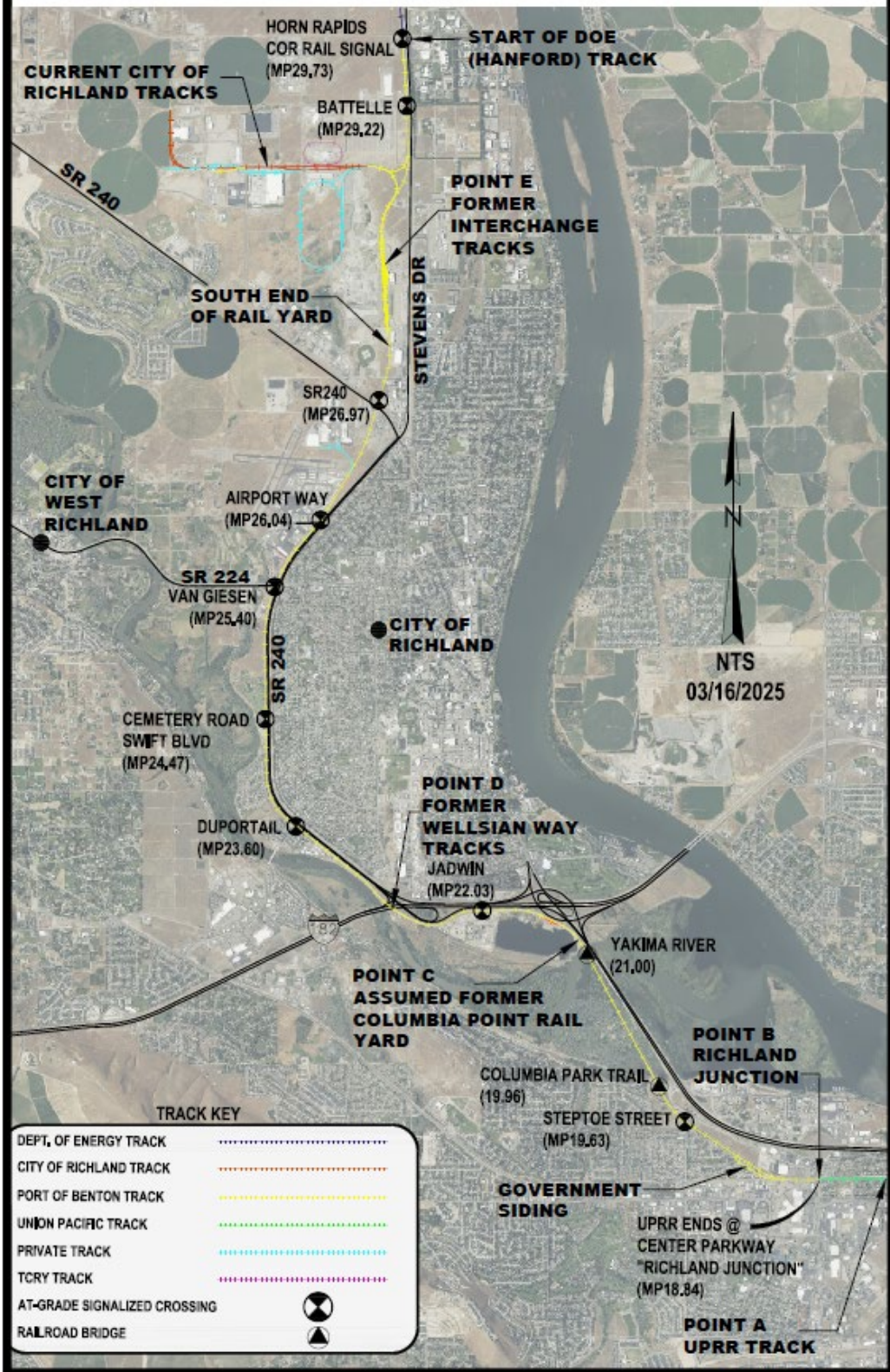
- Track inspections, record keeping
- Signal inspections and operations, record keeping, and ordinary repairs
- FRA, WUTC and other inspections, record keeping
- Immediate track and signal repairs including 24-hour response
- Routine joint bar and bolt replacements, miscellaneous tie replacement, switch and frog repairs and maintenance, signal equipment and gate repair and replacement.
- Normal annual maintenance and inspection issues such as annual bridge inspection, vegetation and weed control, and coordinating signal work with City of Richland and WSDOT on interconnected signals.
- Bridge inspections, and ordinary repairs
- Spiking, ballast placement, tamping, regulating the track
- Welding and grinding switches and frogs
- Grade crossing repairs
- Rail warning signage repairs and replacement
- Emergency response to track and signal damage
- Track safety required to coordinate construction or repair activities adjacent to the track. Track safety associated with repairs or improvements to the track.
- Track schedule coordination
- Utility crossing response
- Signage
- Coordination with WSDOT and City of Richland on interconnected traffic signals.
- Routine replacement of switch stands, switches and points
- Routine replacement of the crossties throughout the track
- Installation of annual tie replacement to maintain the track at Class 2 track conditions and ensuring tie replacement on a 40-year basis.

Placement of maintenance ballast  
Maintenance tamping and alignment of tracks

- B. Any TR Fees not applied by the Port toward the cost of ordinary maintenance of the Trackage Lines in the year paid may be held by the Port for application to the cost of ordinary maintenance in future years. For example, annual tie replacement may occur every other year installing two years' worth of replacement ties, rather than on an annual basis.

# AMENDED - EXHIBIT A

## EXHIBIT A - AMENDMENT TO 1947 CONTRACT FOR RAILROAD SERVICE





**PORT OF BENTON  
OFFICIAL PROCLAMATION – 25-02  
HONORING THE MID-COLUMBIA CHAPTER OF THE NINETY-NINES**

**WHEREAS**, the Mid-Columbia chapter of the Ninety-Nines, part of an international women in aviation organization, volunteered to improve the Richland Airport with the creation of a compass rose; and

**WHEREAS**, over the past 90 years, through a legacy of service, the international organization has contributed greatly to countless airports across the world; and

**WHEREAS**, the Mid-Columbia chapter devoted upwards of 250 volunteer hours preparing for, outlining, and ultimately painting the 80-foot diameter compass; and

**WHEREAS**, this airmarking will be a permanent visual landmark for pilots in the skies as well as a practical calibration tool for aircraft on the ground.

**NOW, THEREFORE, BE IT PROCLAIMED** that the Port of Benton Commission does hereby commend all the members of the Mid-Columbia chapter of the Ninety-Nines for what they have done and continue to do, through their volunteer efforts to further aviation for everyone.

**DATED AND SIGNED** at Richland, Washington, on the 6<sup>th</sup> day of August 2025.

\_\_\_\_\_  
Scott D. Keller, President

\_\_\_\_\_  
Lori Stevens, Vice President

\_\_\_\_\_  
Roy D. Keck, Secretary

	<b>Project</b>	<b>Description</b>	<b>Grants Pursued/Received</b>	<b>Comments</b>
<b>1</b>	Better Utilizing Investment to Leverage Development (BUILD formerly RAISE)	White Bluffs Southern Connection Rail, including ties and rail throughout the system	Federal - \$8 million POB - \$2 million	RAISE January 2025 awarded \$9.5 million, still pending federal holds. Will include a POB match of approximately \$2.5M
<b>2</b>	State Capital Request	Phase 1 - Intermodal Rail Yard	\$240,000	Request to support federal grant applications and initial phase 1 of intermodal rail yard; \$240,000 awarded, contracting has begun – Revised scope submitted June 2025 has been approved.
<b>3</b>	Congressional Directed Spending Requests	Port of Benton White Bluffs Rail Project Modernization and Intermodal Facility.	\$5 million	New request submitted to all congressional offices for 2026. <b>Cantwell CDS has advanced, \$2,500,000 approved.</b>
<b>4</b>	Port Electrification	Intermodal Facilities	\$2.7 million, 10% match \$300,000 – POB	\$2.7 million awarded, contracting and project underway.

	<b>Project</b>	<b>Description</b>	<b>Grants Pursued/Received</b>	<b>Comments</b>
<b>5</b>	CERB/EDA-updated	2579 Stevens Drive offices and update remodel (RBP)	<b>\$2.4 million – CERB loan secured</b> \$1.5 million – POB <b>\$1.7 million – Benton County, secured</b>	Submitted to CERB, May 15, 2025, presentation, loan secured.  <b>Benton County Rural County Capital Funds .09 grant request presentation made and request approved. Proceeding to the disbursement agreement for board approval.</b>  EDA application on hold for future phase.
<b>6</b>	LOCAL	Intermodal facility-equipment	State loan program to support equipment purchase for the intermodal facility	Review underway
<b>Airports</b>				
	<b>Project</b>	<b>Description</b>	<b>Grants Pursued/Received</b>	<b>Comments</b>
<b>7</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)	<b>FY 2025 grant approval underway. Construction April/May 2026.</b>

	<b>Project</b>	<b>Description</b>	<b>Grants Pursued/Received</b>	<b>Comments</b>
<b>8</b>	Infrastructure Investment and Jobs Act - Grant Funds (Now Bipartisan Infrastructure Law <b>BIL</b> funds) - <b>Richland Airport</b>	Main Apron Reconfiguration - Design/Environmental 2025/26	BIL Funds - \$833,000	Grant Awarded. Design work underway.
<b>9</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>10</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 – August 2025

<b>Date</b>	<b>What</b>	<b>Where</b>	<b>When</b>	<b>Who</b>
August 6	Port of Benton Commission Meeting	Port	8:30 a.m.	All
August 6	Prosser EDA Board Meeting	PEDA, 236 Port Ave., Prosser	5:30 p.m.	Lori
August 7	Port of Benton Tenant & Partner Appreciation BBQ	Port	11:30 a.m.	All
August 12	Prosser Tourism Meeting	Best Western at Horse Heaven, 259 Merlot Dr., Prosser	8 a.m.	Lori
August 18	Prosser Wine Network & Prosser Chamber Hosts Business After Hours	Clore	4 p.m.	
August 19	Richland Chamber of Commerce Monthly Membership Meeting	1515 George Washington Way	11:30 a.m.	Scott
August 20	WPPA Legislative Meeting	Zoom	10 a.m.	Roy
August 21	Prosser Chamber Board Meeting	Prosser Chamber of Commerce, 1230 Bennett Ave.	7:30 a.m.	Lori
August 21	Tri-Cities National Park Committee Meeting	7130 W. Grandridge Blvd., Kennewick	4 p.m.	Roy
August 27	Tri-City Regional Chamber of Commerce Monthly Luncheon	Red Lion Pasco, 2525 N. 20 <sup>th</sup> , Pasco	11:30 a.m.	Scott, Roy, Staff
August 29	Commissioner Stevens 1:1	Zoom	9 a.m.	Lori
September 1	Labor Day Holiday – Office Closed			
September 5	Commissioner Keck 1:1	9 a.m.	Port	Roy

<b>Date</b>	<b>What</b>	<b>Where</b>	<b>When</b>	<b>Who</b>
September 9	Prosser Tourism Meeting	Best Western Inn at Horse Heaven, 259 Merlot Dr., Prosser	8 a.m.	Lori
September 10	Port of Benton Commission Meeting	Clore Center, 2140 Wine Country Road, Prosser	8:30 a.m.	All