

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

For those unable to access the internet, please call 509-375-3060 by 8:00 a.m. on September 10, 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., September 10, 2025
2140 Wine Country Road, Prosser, 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 August 6, 2025, Commission Meeting
4. Approval of Vouchers and Certifications, Including Payroll for the Month of August, Totaling \$2,844,269.78

D. PUBLIC COMMENT

E. ITEMS OF BUSINESS

1. Welcome and Update from Neal Ripplinger, Prosser Economic Development Association
2. Welcome and Update from Mayor Gary Vegar and Rachel Shaw, City of Prosser

3. Resolution 25-31, Extension of the Final Installment Date Under the Real Estate Contract with Jeromie O. Mead, Richland Airport Business Park
4. Resolution 25-32, Long-Term Ground Lease with Women of Wisdom (WOW) of Tri-Cities, Richland Business Park
5. Resolution 25-34, Authorizing Second Amendment to the Development Plan for DFP, LLC, Richland Business Park
6. Resolution 25-35, Authorizing Port of Benton Match for WSDOT Grant for Apron Reconfiguration Design Project – Richland Airport
7. Resolution 25-36, A Resolution of the Port of Benton Establishing a Capital Asset Policy
8. Resolution 25-37, A Resolution of the Port of Benton Establishing a GASB 96 Subscription-Based Information Technology Policy Agreement (SBITA) Policy
9. Resolution 25-38, A Resolution of the Port of Benton Establishing an Apprenticeship Utilization Policy
10. Resolution 25-39, A Resolution of the Port of Benton Authorizing a Contract with Maul Foster Alongi for Shoreline Waterfront Drive Planning and Engineering Services, \$111,375.00, Technology & Business Campus
11. Acceptance of Work, Impervious Roof Coating, LLC, 2579 Stevens Drive Roof Coating Project, Richland Business Park
12. Acceptance of Work, MP Construction, Inc., 1845 Terminal Drive Window Replacement Project, Richland Airport
13. Contract with Western United Civil Group, \$1,695,720.65 for Prosser Airport Pavement and Electrical Replacement Project

F. INFORMATION REPORTS

1. Grants Update
2. Capital Projects 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, October 15, 2025**, at the Port of Benton Commission meeting room, 3250 Port of Benton Blvd., Richland, Washington.

A budget workshop will be held at 8:30 a.m. on **Monday, October 13, 2025**, at the Port of Benton Commission meeting room, 3250 Port of Benton Blvd., Richland, Washington.

Visit 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:

- **History and documentation** of utility (water/sewer/electric) infrastructure, particularly any upgrades made since 1995.
- **Who paid for various upgrades:** distinctions between expenses covered by the Port or by tenants.
- **Agreements** between the Port and tenants for water usage and billing.
- **Billing statements**, commission meeting minutes, emails related to water meters (especially 1995–2001).

- **Drawings** related to water and sewer lines.
- **Utility locating findings** (including results from a ground-penetrating radar survey).
- **Legal/Procedural Clarifications:** Workshop procedures, documentation/evidence status, applicable regulations, transparency, fair participation.

Commission expressed the following concerns:

- Status and security of utilities serving tenants.
- Need for clarity on financial responsibility—ensuring taxpayers are not subsidizing airport tenants' utility costs.
- Request for transparency, documentation, and adherence to law and due process.

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. Urban stated that the workshop should have been held five weeks ago. Urban stated that his trust level in the Port of Benton is pretty low currently and the port should have involved the people who own or operate hangars. Urban stated that he witnessed the ground penetrating radar and was not notified beforehand that this testing was taking place.

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.

Dyer echoed what Scott Urban stated and added that this situation provided the port with the opportunity to display leadership and the ability to discover things without having newspaper articles written, which puts the airport in a bad light to the community. Dyer added that he has worked very hard for many years to make sure the airport is always in the best light.

Dyer stated that he has no problem with city code, adding that Sundance Aviation's building is not metered individually and the port pays, which has been a verbal agreement. Dyer added that the airport standards are a certain way and those standards should not be changed to fit a new

standard for 2025, when it would cause a taxiway to be torn up and new infrastructure.

Dyer explained that the port admitted to not having budget to add infrastructure years ago when Herb Brayton stepped up to build the restroom. Dyer stated that Brayton was aware that once he put the pipe in the ground and covered it with dirt, the port would own the pipe even though it was financed by Brayton. Dyer stated that is how it works and there is not a long line of people lined up ready to invest in the airport. At the time, the deal was made that Brayton would take on the investment and the port would pay the bill. Dyer added that the infrastructure needed to be built in order for the people to come.

Dyer stated that you don't nickel and dime people to death and he will walk away from doing business in that scenario.

Discussion ensued between Commissioner Roy Keck and Clif Dyer related to compliance and return on investment.

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.

Nisbet asked what the cost of this workshop was costing taxpayers and the return on investment on this meeting over a \$100 a month bill. Nisbet stated that the appearance of this workshop to the taxpayers is over nothing and is 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.

Ray noted that the FAA spends a lot of money on airports around the country because airports are valuable infrastructure and an economic engine. Ray stated that the FAA values the infrastructure and economic engine that airports across the country bring. Ray provided examples such as the Young Eagles program, which is a great program, but would not exist locally without FAA support.

Ray added the airport also houses a lifeline in the time of need and aiding natural disasters, the Richland Airport currently is housing fire planes.

Commissioner Roy Keck stated that he appreciates the airport for those services, but the FAA funds 95% of all capital improvements, with the port covering the remaining 5% and the airport is upside down and the port needs to push leases so they are in accordance with FAA. Keck clarified that there is a \$300,000 liability to taxpayers every year.

Jane Hagarty, retired Port of Benton Commissioner of 25 years, 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.

Hagarty stated that the port has a mess in front of them currently and encouraged all to think deeply about what's going on because what she witnessed today is not the Port of Benton.

Hagarty stated that when she served as Commissioner, they were very transparent, but looking at things now, perhaps they were not as transparent as they could have been from the Commission standpoint as far as some of the guidelines for the people who worked with the port and what was allowed. Hagarty stated that it was not their place to micromanage, but it is important to know what agreements are out there, verbal or not, so everyone is aware of what is going on.

Hagarty stated that there should never be a meeting like this again.

Hagarty stated that she was not involved in the Richland Airport bathrooms, but would have voted for it because it was a fabulous investment. Hagarty added that the agreement got out of hand, as it was created for a purpose, but was carried on longer than the purpose was expected, which is the issue that should be addressed.

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.

Detailed information and statements in full can be found by viewing the meeting recording on portofbenton.com/commission.

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

Roy Keck
Commission Secretary

PORT OF BENTON
COMMISSION MEETING MINUTES
August 6, 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 (attended virtually), 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; Helen den Hoed; Joe Schiessl, City of Richland; Aileen Coverdell, Mid-Columbia Ninety-Nines

The following attendees attended via remote communications: Jorge Celestino, Angela Saraceno-Lyman, Bryan Bell, Julia Mora, Ashley Garza, Teresa Hancock, Christy Rasmussen, Jeff (No last name given), Seth Otto, Maul Foster Alongi, Kristi Boon, Maul Foster Alongi, Bryan Condon, Century West Engineers, Debbie Berkowitz, Hans Wellenbrock, David Harder, Plateau Cultural Resource Management

The Commission meeting was noticed as required by RCW 42.30.070.

- B. PLEDGE OF ALLEGIANCE:** Cassie Hammond led those present to recite the Pledge of Allegiance.

C. CONSENT AGENDA

Commissioner Keller requested that the July 8, 2025, airport workshop minutes be tabled to allow for further description to be added to the minutes.

A motion was made by Commissioner Lori Stevens, seconded by Commissioner Roy Keck, and unanimously passed by the Commission approving the agenda for the August 6, 2025, Commission meeting, approval of minutes from July 9, 2025, Commission meeting, and approval of vouchers and certifications, including payroll, for the month of July totaling \$808,546.13.

D. PUBLIC COMMENT

Joe Schiessl, City of Richland, voiced support for Resolution 25-28, a contract with Maul Foster Alongi, related to waterfront planning. Schiessl stated that the City is in a comprehensive plan year and sees the timing ideal for collaboration. Schiessl endorsed Maul Foster Alongi’s competency from the City’s prior experience and emphasized the need for timely commencement due to the length and complexity of the process.

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

Real estate manager Audrey Burney explained that this resolution was presented at the July meeting and Exhibit B was incorrect due to an administrative oversight. The correct material was previously labeled as Exhibit D and has now been redesignated as Exhibit B.

A motion was made by Commissioner Roy Keck, seconded by Commissioner Lori Stevens, and unanimously passed by the Commission, approving amended 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

Engineering & Development Manager Brandin Lopez provided background, explaining the interest in the port's waterfront property not just for private development, but also public river access and community improvements to the waterfront area, including Waterfront Drive, which has been part of the port's comprehensive plan for a while. To move this vision forward, the port issued a request for qualifications on March 12, which included evaluating cultural review, development of conceptual site plans, market analysis, utility plan, identifying permitting needs, plans that support future grant funding requests and engaging key stakeholders and community to support a cohesive and feasible waterfront plan. The port received eight proposals which were evaluated on qualifications, relevant project experience, and the criteria outlined in the Request for Qualifications. The top three firms were selected for virtual interviews and Maul Foster Alongi (MFA) was the top choice.

Seth Otto and Kristi Boon of MFA and David Harder of Plateau Cultural Resources Management provided a presentation outlining their approach. This approach included the following:

Three Phases:

1. **Discover:** Baseline data—site conditions, utilities, land use, cultural/geotechnical/environmental review, permitting needs.
2. **Illuminate:** Alternatives analysis—market, stakeholder input, conceptual plans, community/partner engagement, design charrette, open house.
3. **Implement:** Preferred plan development, action items, funding/grant identification, detailed roadmap for improvements and private investment.

Past Project Examples Highlighted:

- a. Waterfront developments for Port of Kalama; combined admin/public use, preservation of access, successful permitting.
- b. Port of Camas-Washougal: Public improvements created catalyst effect for private investment; site characterization (including environmental remediation) was foundational.

- c. Plateau CRM: Direct local experience (e.g., Crossroad Vineyard) with tribal consultation, archaeological site work, and navigating overlapping federal/local interests.

Duration and Public Engagement:

- **Timeline Estimate:** 12–18 months.
- **Public Engagement Plan:**
 - Info materials/web for initial outreach.
 - Stakeholder interviews.
 - Design charrette/workshop (midpoint).
 - Open house (final plan feedback).
 - Possibility to add a community-wide survey (not currently included to stay within initial budget).

Discussion & Commissioner Input:

- **Community Engagement:**
 - Emphasis by Commissioner Stevens: Need more upfront public input—possibly a general idea-gathering survey.
 - Port staff clarified budget trade-offs but open to expanding public input scope if commission wishes.
 - Phased approach favored: Begin with physical/cultural/Geotech "homework" so public plans are achievable.
 - Port is responsible to “characterize the site” before seeking developer proposals.
- **Budget and Phasing Concerns:**
 - Initial contract is \$325,862 for (site characterization, planning, engagement—over 12–18 months).
 - Commissioners Keller and Stevens questioned high cost; suggested breaking into phased authorizations rather than full commitment.
 - Possible City/Port collaboration floated, but port wants to safeguard its independent process and investment prudence.
- **Historic Planning Review:**
 - Previous master plans lacked full environmental/cultural review.

- Confirmation that all prior plans/studies will be inventoried in this new effort.
- City of Richland is currently under contract with another planning consultant for different projects.

- **Next Steps:**

- Commissioners requested breaking out the contract into “cultural and geotechnical” as initial phase, possibly half the total (\$160–\$170k).
- MFA and staff will revise phased proposal and bring back for further commission approval.

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

A motion was made by Commissioner Roy Keck to approve Resolution 25-28. Commissioner Scott Keller stated that he would not second the motion. Commissioner Lori Stevens did not comment.

Commissioner Scott Keller made a motion to table Resolution 25-28, to authorize a contract with Maul Foster Alongi for \$325,862.00 for 40 acres of shoreline Waterfront Drive planning and engineering services, Technology & Business Center.

Commissioner Lori Stevens seconded the motion. Motion carried.

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

Real Estate Manager Audrey Burney explained that Resolution 25-29 provides an extension of the closing date for sale of Subway building (SR LLC, Benton City) from August 15 to September 15, 2025, to allow for bank appraisal completion.

A motion was made by Commissioner Lori Stevens, seconded by Commissioner Roy Keck, and unanimously passed by the Commission, approving Resolution 25-29, authorizing an extension of the closing date for the sale of real property to Issar, LLC, as previously approved in Resolution 25-19.

5. Resolution 25-30, Approving an Aeronautical Ground Lease for Rainier Aircraft Services, LLC Contingent on Sale – Richland Airport

Airport Manager Quentin Wright explained Resolution 25-30 approves a new aeronautical ground lease (Rainier Aircraft Services LLC; contingent on hangar sale completion; Richland Airport). Standard lease terms (30 years plus 4x5-year options).

A motion was made by Commissioner Roy Keck, seconded by Commissioner Lori Stevens, and unanimously passed by the Commission, approving Resolution 25-30, approving an aeronautical ground lease for Rainier Aircraft Services, LLC, contingent on sale at Richland Airport.

6. Amendment to Contract for Railroad Services (Trackage Rights) – Richland Business Park

Executive Director Diahann Howard explained that this amendment is tied to historic 1947 agreement; refreshes map, institutes \$100/car charge, average recalculated triennially.

Howard explained that completion expected by September–October 2025; Revenue of ~\$600,000 anticipated for 2025 (projected half a year), only a portion will be able to be collected .

A motion was made by Commissioner Roy Keck, seconded by Commissioner Lori Stevens, and unanimously passed by the Commission, approving an 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

Director of Facilities and Operations Ron Branine explained that the airport east fencing project covers the perimeter of the airport, includes a swing gate and will support events such as the Prosser Balloon Rally.

A motion was made by Commissioner Lori Stevens, seconded by Commissioner Roy Keck, and unanimously passed by the Commission, accepting work completed by 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

Director of Facilities and Operations Ron Branine stated that two bids were received for this project and the lower bid was selected. The quality of the project was praised and the project came in under budget.

A motion was made by Commissioner Roy Keck, seconded by Commissioner Lori Stevens, and unanimously passed by the Commission, accepting work completed by 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

Director of Facilities and Operations Ron Branine explained that the C & C Construction Services change order is for the roof at 2579 Stevens Drive, which required unanticipated drainage improvements after debris removal and was performed under contract scope.

Branine stated that despite the change order, final was \$8,000 under budget.

A motion was made by Commissioner Lori Stevens, seconded by Commissioner Roy Keck, and unanimously passed by the Commission, accepting a 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

Engineering & Development Manager Brandin Lopez explained that during an underwater assessment, the appraisal found concerning corrosion on certain sheet pile sections, due to interaction of mixed metals and city irrigation intake. The proposal adds a \$90,000 change order to PND Engineers for comprehensive corrosion mitigation (sacrificial anode system, engineering, dive work). Lopez added that the City of Richland's financial responsibility for their intake is being negotiated, with a possible cost recovery for port.

Lopez added that the shore power conceptual design has been updated; project permitting in process, likely multi-year timeline due to limited in-water work window.

A motion was made by Commissioner Roy Keck, seconded by Commissioner Lori Stevens, and unanimously passed by the Commission, accepting a change order to PND Engineers for the Port Electrification Project, \$90,000, Technology & Business Center.

11. Proclamation 25-02, Honoring the Mid-Columbia Chapter of the Ninety Nines – Richland Airport

Airport Manager Quentin Wright explained that Proclamation 25-02 honors the Mid-Columbia Chapter of the Ninety Nines, noting that the compass rose looks amazing and looks forward to working with the chapter at the Prosser Airport as well.

A motion was made by Commissioner Lori Stevens, seconded by Commissioner Roy Keck, and unanimously passed by the Commission, approving Proclamation 25-02, honoring the Mid-Columbia Chapter of the Ninety-Nines, Richland Airport.

F. INFORMATION REPORTS

1. Grants Update

Executive director Diahann Howard reviewed the grants report.

Item 3 – Congressional Directed Spending Requests – Port of Benton White Bluffs Rail Project Modernization and Intermodal Facility. \$2.5 million approved but pending final congressional action.

Item 5 – 2579 Stevens Drive Offices – Benton County Rural County Capital Funds .09 grant request presentation made and request approved. Proceeding to disbursement agreement for board approval. \$2.4 million CERB loan already secured.

Airport Manager Quentin Wright reviewed airport-related grant updates.

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

Early 2026, we will get the community involved with a public meeting to discuss airport closures.

G. COMMISSIONER REPORTS/COMMENTS

Commissioner Lori Stevens had no comments.

Commissioner Scott Keller stated that he visited Tri-Cities Intermodal. Commissioner Keller stated that he visited Crow Butte Park, noting that the park looks great and the park is a great asset for that part of the county.

Commissioner Keller requested an update on Atlas Agro.

Executive director Diahann Howard stated that she meets with Atlas Agro earlier in the month and they are still proceeding to move forward. They recently had their hydrogen tax credits approved and will provide notice per their contract, which is set for end of January, 2026.

Commissioner Keller requested an update on the Clore Center.

Executive director Diahann Howard stated that the port continues to wait on a business plan from the potential operator, noting that the port remains in contact with them.

Commissioner Keller commented on the recent press release related to the audit report, clarifying if the port received management notes and if the report was submitted a year late, which should be noted in the press release for transparency.

Commissioner Keller inquired about a \$35,000 payment sent to Maul Foster Alongi, requesting information on what that payment was for and the amount of the contract.

Clarification was provided that the \$35,000 payment to Maul Foster Alongi was for strategic plan purposes, work completed. Diahann Howard stated that the contract amount was for under \$50,000, but Commissioner Stevens had requested an additional workshop, which would add additional costs in 2026.

Commissioner Keller questioned additional payments to HDR, RGW and IC Consultants, which were explained as rail and grant-related.

Commissioner Keller questioned CKT Architects, which was explained was for a radar assessment at 2579 Stevens Drive.

Commissioner Keller noted that \$150,000 was spent in one month for outside consulting and noted that the entire year budget for outside consulting is \$1.1 million.

Commissioner Roy Keck read a prepared statement, which has been included as Attachment A.

H. DIRECTOR REPORTS/COMMENTS

1. Finance Director

Director of Finance Jeff Lubeck provided a financial status report.

Lubeck stated that the 2024 audit was underway. The federal single audits (grants) was nearly complete and the State Auditor's Office (SAO) was performing pre-audit testing and analysis, with an entrance conference to be scheduled soon.

Lubeck provided a financial status report, noting that the July financials have not yet been received from Benton County Treasurer. Lubeck noted that several large grant reimbursements occurred in July 2025. Lubeck said to expect continued volatility due to timing of large projects, grant expenditures and grant reimbursements.

Lubeck provided an update on cash activity, stating the numbers have not been updated due to not receiving the report from the Treasurer's office yet.

Lubeck overviewed cash receipts and disbursements and accounts receivables.

Lubeck reviewed the budget schedule, noting that budget development is in process.

Lubeck added that the supporting financial aspects of the land exchange with the City of Richland is set to close.

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 several regional presentations. Howard added that there are several industry and legislative visits to the port scheduled for the coming weeks.

Howard added that surplus rail equipment is being liquidated, per the delegation of authority.

Howard stated that there has been activities on numerous leases, including nine new rental prospects and three land prospects. Howard noted that the staff hopes to bring a real estate contract forward next month.

Howard added that the City is preparing letters to tenants regarding water and sewer connections and the port will handle easements after City permits.

Howard stated that the Port Appreciation BBQ will be held at the Port office tomorrow.

Howard noted that there is one item related to real estate at Richland Business Park for executive session.

I. FOR THE GOOD OF THE ORDER

Executive director Diahann Howard noted that PNWA has rescheduled their annual meeting by one week, which will conflict with the Port's October Commission meeting.

Howard added that the Budget Workshop will be moved to accommodate AAPA annual meeting travel, where she has been asked to present.

J. EXECUTIVE SESSION

The regular Commission meeting was recessed at 10:05 a.m. It was announced that an Executive Session would commence at 10:05 a.m. for five minutes to discuss real estate at the Richland Business Park. It was noted that the regular meeting would be reconvened at 10:10 a.m. The regular Commission meeting was reconvened at 10:11 a.m.

No further action was taken.

K. ADJOURNMENT

The meeting was adjourned at 10:11 a.m. with an announcement that the next regular Port of Benton Commission meeting would be held at 8:30 a.m. on Wednesday, September 10, 2025, at the Clore Center, 2140 Wine Country Road, Prosser, Washington.

Roy D. Keck, Commission Secretary

2025-08-06-Meeting Minutes - Attachment A

Commissioner Roy D. Keck Statement

Port Commissioner's Report: Concerns Regarding Past Leadership and Airport Operations

Over the past three months, we have uncovered increasingly troubling issues stemming from the previous leadership of the Port.

These issues are frankly embarrassing, inappropriate, self-serving, and potentially illegal.

Specifically, we have received reports that some Airport tenants have secured long-term “sweetheart deals” with 20- and 30-year leases that include no rent increases.

Additionally, there are allegations of tenants stealing water and sewer services from the Port, and others allegedly diverting water and sewer services directly from the City.

Now, I would like to provide some context to fully understand the scope of these issues.

First, it is important to recognize that the Port of Benton has had two distinct leadership eras.

The first was under Mr. Scott Keller, who served as Airport Director and subsequently as Executive Director for 30 years until 2019.

Since 2019, Mrs. Diahann Howard has been leading efforts to address these legacy issues—along with others—left behind from Mr. Keller’s tenure.

Second, we must understand that the Richland Airport includes two separate areas:

- The “inside the fence” area, which is used solely for aeronautical purposes near the runway.
- The “outside the fence” area, which supports economic development through commercial and industrial properties.

For full disclosure, my son Jeff and I have been tenants at the Richland Airport for 22 years, with some of our commercial properties outside the fence since 2003—long before I became a Commissioner in 2007. Our shops are located directly across from the old DHL building, the old terminal, and the Airport South security gate.

It’s worth noting that the South Security Gate was rarely used in the first 15 years, as the adjacent gate in front of the old DHL building was typically left open, providing full access to the Airport.

Over the past 22 years, from my shop across the street, I and my son have observed hundreds of motorhomes, trailers, boats, motorcycles, hot rods, RVs, snowmobiles, and other loads passing through the Airport South gates. It is reasonable to assume many of these items are stored in Airport hangars.

Our lease has increased every five years in accordance with CPI-based lease terms. Additionally, our original building permits from the City of Richland included fees and inspections for water, sewer, electricity, and gas. We have paid utilities for over two decades.

Recently, I requested at a couple of Commissioners' meetings that we conduct a comprehensive "All Doors Up" compliance inspection for all airport tenants—covering adherence to FAA, Port of Benton, City of Richland, and Benton County regulations. This request stemmed from concerns about potential unpermitted or illegal activities.

Following this, Mr. Bill O'Neil, a hangar owner, filed a complaint with the Public Disclosure Commission (PDC) against me for making this request. The PDC found his complaint to be without merit.

In review of the airport workshop minutes from July 8th, I want to be clear about my position. I want to retain federal and state support for the airports due to their benefits to our region.

I do not want an undue burden on the community and want to ensure we are fair to the taxpayer.

I will not be listening to Cliff Dyer—he has lied repeatedly to the FAA and as evidenced in the Spokesman Review Article, dated March 8, 2005.

Our role is to enhance and create opportunities for our community. I am not supportive of taking from the community, but it seems that you and Lori are.

By the way, "Where is your ringleader O'Neil in all of this?"

It's obvious that you are all working together, and he condones this activity at the airport and wants to continue to abuse the public trust. Just look at the posts on social media from your and Lori's campaign, he managed both your campaigns including matching signs.

I am also disappointed by the actions of my seatmates. They have been anything but transparent—acting retaliatorily and working for special interests.

Did you have your space inspected like the other tenants did? Have you resolved your meter issues?

If I had known about these concerns in years past, I would have disclosed this information at that time.

I will continue to ask questions, as I have for years, and will continue to shine a light on these issues until they are resolved.

My goal is to work collaboratively with the team and tenants to build stronger processes and policies that prevent these issues from recurring. I remain committed to ensuring the Port continues to be a key partner in shaping the future of our entire region.

Re: FYI

roykeck@charter.net

Roy Keck

Wed, Aug 6, 2025, 7:14 AM

As Of:

08/05/2025

| Address | Facility Fees: | | Total Facility Fees: | Usage Fees: | | Total Fees: |
|--------------------|-----------------------|----------------------|-----------------------------|--------------------|-------------------|--------------------|
| | Water Connection Fee | Sewer Connection Fee | | CO Issued Date | Total Usage Fees: | |
| 2002 Butler Loop | \$750.00 | \$2,500.00 | \$3,250.00 | 07/28/2009 | \$28,800.00 | \$32,050.00 |
| 2002-6 Butler Loop | \$750.00 | \$2,500.00 | \$3,250.00 | 07/02/2014 | \$19,950.00 | \$23,200.00 |
| 2002-7 Butler Loop | \$750.00 | \$2,500.00 | \$3,250.00 | 07/02/2014 | \$19,950.00 | \$23,200.00 |
| 2004 Butler Loop | \$750.00 | \$2,500.00 | \$3,250.00 | 12/08/2016 | \$15,450.00 | \$18,700.00 |
| 2010 Butler Loop | \$750.00 | \$2,500.00 | \$3,250.00 | 06/30/2004 | \$37,950.00 | \$41,200.00 |
| 2014 Butler Loop | \$750.00 | \$2,500.00 | \$3,250.00 | 01/15/2003 | \$40,500.00 | \$43,750.00 |
| 2020 Butler Loop | \$750.00 | \$2,500.00 | \$3,250.00 | 06/03/2004 | \$38,100.00 | \$41,350.00 |
| 2030 Butler Loop | \$750.00 | \$2,500.00 | \$3,250.00 | 11/22/2004 | \$37,200.00 | \$40,450.00 |
| 2048 Butler Loop | \$750.00 | \$2,500.00 | \$3,250.00 | 07/31/1995 | \$54,000.00 | \$57,250.00 |
| 2049 Butler Loop | \$750.00 | \$2,500.00 | \$3,250.00 | 02/13/2001 | \$43,950.00 | \$47,200.00 |
| 2050 Butler Loop | \$750.00 | \$2,500.00 | \$3,250.00 | 03/04/2010 | \$27,750.00 | \$31,000.00 |
| 2060 Butler | | | | | | |

| | | | | | | |
|------------|----------|------------|------------|------------|-------------|-------------|
| oop | \$750.00 | \$2,500.00 | \$3,250.00 | 10/04/2006 | \$33,900.00 | \$37,150.00 |
| 082 Butler | | | | | | |
| oop | \$750.00 | \$2,500.00 | \$3,250.00 | 01/31/2000 | \$45,900.00 | \$49,150.00 |
| 090 Butler | | | | | | |
| oop | \$750.00 | \$2,500.00 | \$3,250.00 | 02/13/2012 | \$24,150.00 | \$27,400.00 |
| 094 Butler | | | | | | |
| oop | \$750.00 | \$2,500.00 | \$3,250.00 | 12/23/2019 | \$10,050.00 | \$13,300.00 |
| 096 Butler | | | | | | |
| oop | \$750.00 | \$2,500.00 | \$3,250.00 | 02/13/2012 | \$24,150.00 | \$27,400.00 |

10 HANDLES

553750.00

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

General Expenses

| | | | | | |
|------------------------------|-------|---|-------|----|---------------------|
| Accounts Payable Warrants #: | 84991 | - | 85146 | \$ | 2,568,479.21 |
| Electronic Payments: | | | | \$ | 3,611.42 |
| Total General Expenses | | | | \$ | <u>2,572,090.63</u> |

Payroll

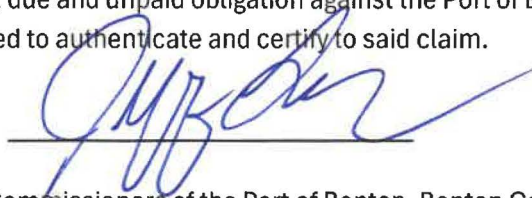
| | | | | | |
|--------------------------------|--|--|--|----|-------------------|
| Direct Deposit: | | | | | |
| ACH | | | | \$ | 187,595.87 |
| Electronic Payments: | | | | | |
| IRS Payroll Tax Deposit | | | | \$ | 65,881.02 |
| Other Payroll Related Payments | | | | \$ | 18,702.26 |
| Total Payroll | | | | \$ | <u>272,179.15</u> |

Total General Expenses and Payroll

\$ 2,844,269.78

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 August 2025**

General Expenses

| | | | | | |
|------------------------------|-------|---|-------|----|---------------------|
| Accounts Payable Warrants #: | 84991 | - | 85146 | \$ | 2,568,479.21 |
| Electronic Payments: | | | | \$ | 3,611.42 |
| Total General Expenses | | | | \$ | <u>2,572,090.63</u> |

Payroll

| | | | | | |
|--------------------------------|--|--|--|----|-------------------|
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| ACH | | | | \$ | 187,595.87 |
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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

**Aug-25
Cash Disbursements
Batch Totals**

\$ 2,568,479.21 Aug-25
\$ 2,568,479.21

Electronic Payments - Other Payment

3,611.42 08/01/2025 DEPARTMENT OF REVENUE
\$ -
\$ 3,611.42

IRS Payroll Tax Deposit

\$ 20,766.82 08/01/25 INTERNAL REVENUE SERVICE
\$ 2,873.84 08/15/25 INTERNAL REVENUE SERVICE
\$ 21,027.88 08/15/25 INTERNAL REVENUE SERVICE
\$ 21,212.48 08/29/25 INTERNAL REVENUE SERVICE
\$ 65,881.02

2,637,971.65 Warrants, ACH, FedEx

Payroll Direct Deposit Net Pay

\$ 59,712.36 08/01/25 PORT OF BENTON EMPLOYEES
\$ 5,456.16 08/15/25 PORT OF BENTON COMMISSIONERS
\$ 60,718.79 08/15/25 PORT OF BENTON EMPLOYEES
\$ 61,708.56 08/29/25 PORT OF BENTON EMPLOYEES

\$ 187,595.87

Other Payroll Related Payments

\$ 1,789.49 08/01/25 NATIONWIDE
\$ 4,359.57 08/01/25 DRS
\$ 100.00 08/01/25 WASHINGTON SUPPORT REGISTRY
\$ 1,789.49 08/01/25 NATIONWIDE
\$ 4,414.66 08/15/25 DRS
\$ 100.00 08/15/25 WASHINGTON SUPPORT REGISTRY
\$ 1,789.49 08/29/25 NATIONWIDE
\$ 4,359.56 08/29/25 DRS

\$ -
\$ -
\$ -
\$ 18,702.26

| Bank | Date | Payee | Document no. | Amount | Cleared | ACH |
|------|----------|---|--------------|------------|------------|-----|
| | 8/1/2025 | VEN00012--AFLAC | 84991 | 1,389.30 | In transit | |
| | 8/1/2025 | VEN00075--CASCADE NATURAL GAS CORP | 84992 | 209.38 | In transit | |
| | 8/1/2025 | VEN00469--CENTURY WEST ENGINEERING CORP | 84993 | 2,612.00 | In transit | |
| | 8/1/2025 | VEN00083--CENTURYLINK | 84994 | 155.46 | In transit | |
| | 8/1/2025 | VEN00089--CITY OF RICHLAND | 84995 | 30,555.60 | In transit | |
| | 8/1/2025 | VEN00077--COLUMBIA BASIN IT | 84996 | 3,331.97 | In transit | |
| | 8/1/2025 | VEN00782--COLUMBIA SWEEPING SERVICE INC | 84997 | 133,809.17 | In transit | |
| | 8/1/2025 | VEN00644--LEAF | 84998 | 248.93 | In transit | |
| | 8/1/2025 | VEN00490--MARY POTTER | 84999 | 476.00 | In transit | |
| | 8/1/2025 | VEN00261--MP CONSTRUCTION, INC. | 85000 | 47,970.17 | In transit | |
| | 8/1/2025 | VEN00301--PITNEY BOWES, INC | 85001 | 217.00 | In transit | |
| | 8/1/2025 | VEN00776--PRIORITY ONE FENCE CO, WALLA WALLA FENCE CO | 85002 | 44,197.86 | In transit | |
| | 8/1/2025 | VEN00315--PURCHASE POWER | 85003 | 451.50 | In transit | |
| | 8/1/2025 | VEN00385--THE HOME DEPOT CRC/GECHF | 85004 | 1,898.39 | In transit | |
| | 8/1/2025 | VEN00404--UNITED WAY OF BENTON/FRANKLIN COUNTY | 85005 | 3,300.00 | In transit | |
| | 8/1/2025 | VEN00410--USDA APHIS | 85006 | 4,333.52 | In transit | |
| | 8/1/2025 | VEN00727--VALLEY WIDE COOPERATIVE INC | 85007 | 547.59 | In transit | |
| | 8/1/2025 | VEN00444--WASHINGTON STATE DEPT OF LABOR & INDUSTRIES | 85008 | 47.50 | In transit | |
| | 8/1/2025 | VEN00760--WATTS CONSTRUCTION INC | 85009 | 2,495.27 | In transit | |
| | 8/1/2025 | VEN00449--ZIPLY FIBER | 85010 | 130.95 | In transit | |
| | 8/1/2025 | VEN00449--ZIPLY FIBER | 85011 | 457.45 | In transit | |
| | 8/1/2025 | VEN00449--ZIPLY FIBER | 85012 | 148.34 | In transit | |
| | 8/1/2025 | VEN00449--ZIPLY FIBER | 85013 | 596.78 | In transit | |
| | 8/1/2025 | VEN00449--ZIPLY FIBER | 85014 | 109.75 | In transit | |
| | 8/1/2025 | 10041--Burney, Audrey | 85015 | 423.45 | In transit | |
| | 8/1/2025 | 10019--Branine, Ronald | 85016 | 600.00 | In transit | |
| | 8/1/2025 | 10037--Keller, Scott | 85017 | 978.08 | In transit | |
| | 8/8/2025 | VEN00677--A-CORE CONCRETE OF WASHINGTON | 85018 | 326.10 | In transit | |
| | 8/8/2025 | VEN00768--AKS ENGINEERING & FORESTRY LLC | 85019 | 19,570.35 | In transit | |
| | 8/8/2025 | VEN00290--CI-PW, LLC (Paradise Bottled Water) | 85020 | 159.63 | In transit | |
| | 8/8/2025 | VEN00077--COLUMBIA BASIN IT | 85021 | 2,311.77 | In transit | |
| | 8/8/2025 | VEN00107--COOK'S ACE HARDWARE | 85022 | 251.04 | In transit | |
| | 8/8/2025 | VEN00120--DBT TRANSPORTATION SERVICES LLC | 85023 | 12,543.00 | In transit | |
| | 8/8/2025 | VEN00180--GENSCO, INC | 85024 | 29.68 | In transit | |
| | 8/8/2025 | VEN00009--GEO WAY ACE HARDWARE | 85025 | 611.19 | In transit | |
| | 8/8/2025 | VEN00540--GLACIER SUPPLY GROUP, LLC | 85026 | 4,946.75 | In transit | |
| | 8/8/2025 | VEN00214--IRRIGATION SPECIALISTS, INC | 85027 | 798.73 | In transit | |
| | 8/8/2025 | VEN00222--JOHN DEERE FINANCIAL (RDO EQUIPMENT) | 85028 | 1,813.61 | In transit | |
| | 8/8/2025 | VEN00223--JOHNSTONE SUPPLY | 85029 | 125.47 | In transit | |
| | 8/8/2025 | VEN00231--KENNEWICK INDUSTRIAL & ELECTRICAL SUPPLY | 85030 | 503.66 | In transit | |
| | 8/8/2025 | VEN00291--KENNEWICK RANCH AND HOME | 85031 | 353.53 | In transit | |
| | 8/8/2025 | VEN00380--MCCLATCHY COMPANY | 85032 | 302.01 | In transit | |
| | 8/8/2025 | VEN00258--MOON SECURITY SERVICES, INC | 85033 | 4,473.48 | In transit | |
| | 8/8/2025 | VEN00262--MR. ROOTER PLUMBING | 85034 | 6,268.28 | In transit | |
| | 8/8/2025 | VEN00603--PARAMOUNT COMMUNICATIONS, INC | 85035 | 150.00 | In transit | |
| | 8/8/2025 | VEN00299--PHASE 2 ELECTRIC, INC. | 85036 | 5,168.75 | In transit | |
| | 8/8/2025 | VEN00302--PLATT ELECTRIC SUPPLY, INC | 85037 | 173.61 | In transit | |
| | 8/8/2025 | VEN00706--PSC PAVEMENT SURFACE CONTROL | 85038 | 8,150.33 | In transit | |
| | 8/8/2025 | VEN00783--PYE-BARKER FIRE & SAFETY dba MOON SECURITY SERVICES | 85039 | 2,260.47 | In transit | |
| | 8/8/2025 | VEN00761--ROCK ...IN PLACE INC | 85040 | 1,304.40 | In transit | |
| | 8/8/2025 | VEN00369--SUNWEST SPORTSWEAR | 85041 | 1,033.22 | In transit | |
| | 8/8/2025 | VEN00298--TRI-CITY COMPUTER CONSULTING LLC | 85042 | 1,902.25 | In transit | |

| | | | | |
|-----------|---|-------|--------------|------------|
| 8/8/2025 | VEN00398--TRI-CITY SIGN & BARRICADE | 85043 | 24.48 | In transit |
| 8/8/2025 | VEN00402--UNDERGROUND CREATIVE, LLC | 85044 | 2,050.00 | In transit |
| 8/8/2025 | VEN00532--VIC'S AUTO PARTS & SUPPLY | 85045 | 41.27 | In transit |
| 8/8/2025 | VEN00125--WASHINGTON STATE DEPARTMENT OF COMMERCE | 85046 | 600.00 | In transit |
| 8/8/2025 | VEN00126--WASHINGTON STATE DEPARTMENT OF HEALTH | 85047 | 107.80 | In transit |
| 8/8/2025 | VEN00625--WASHINGTON STATE UNIVERSITY | 85048 | 10,000.00 | In transit |
| 8/8/2025 | VEN00436--WILBUR-ELLIS COMPANY | 85049 | 2,378.36 | In transit |
| 8/8/2025 | VEN00439--WOOD'S NURSERY & GARDEN STORE | 85050 | 2,014.78 | In transit |
| 8/8/2025 | VEN00231--KENNEWICK INDUSTRIAL & ELECTRICAL SUPPLY | 85051 | 503.66 | In transit |
| 8/8/2025 | VEN00291--KENNEWICK RANCH AND HOME | 85052 | 353.53 | In transit |
| 8/8/2025 | VEN00380--MCCLATCHY COMPANY | 85053 | 302.01 | In transit |
| 8/8/2025 | VEN00258--MOON SECURITY SERVICES, INC | 85054 | 4,473.48 | In transit |
| 8/8/2025 | VEN00262--MR. ROOTER PLUMBING | 85055 | 6,268.28 | In transit |
| 8/8/2025 | VEN00603--PARAMOUNT COMMUNICATIONS, INC | 85056 | 150.00 | In transit |
| 8/8/2025 | VEN00299--PHASE 2 ELECTRIC, INC. | 85057 | 5,168.75 | In transit |
| 8/8/2025 | VEN00302--PLATT ELECTRIC SUPPLY, INC | 85058 | 173.61 | In transit |
| 8/8/2025 | VEN00706--PSC PAVEMENT SURFACE CONTROL | 85059 | 8,150.33 | In transit |
| 8/8/2025 | VEN00783--PYE-BARKER FIRE & SAFETY dba MOON SECURITY SERVICES | 85060 | 2,260.47 | In transit |
| 8/8/2025 | VEN00761--ROCK ...IN PLACE INC | 85061 | 1,304.40 | In transit |
| 8/8/2025 | VEN00369--SUNWEST SPORTSWEAR | 85062 | 1,033.22 | In transit |
| 8/8/2025 | VEN00298--TRI-CITY COMPUTER CONSULTING LLC | 85063 | 1,902.25 | In transit |
| 8/8/2025 | VEN00398--TRI-CITY SIGN & BARRICADE | 85064 | 24.48 | In transit |
| 8/8/2025 | VEN00402--UNDERGROUND CREATIVE, LLC | 85065 | 2,050.00 | In transit |
| 8/8/2025 | VEN00532--VIC'S AUTO PARTS & SUPPLY | 85066 | 41.27 | In transit |
| 8/8/2025 | VEN00125--WASHINGTON STATE DEPARTMENT OF COMMERCE | 85067 | 600.00 | In transit |
| 8/8/2025 | VEN00126--WASHINGTON STATE DEPARTMENT OF HEALTH | 85068 | 107.80 | In transit |
| 8/8/2025 | VEN00625--WASHINGTON STATE UNIVERSITY | 85069 | 10,000.00 | In transit |
| 8/8/2025 | VEN00436--WILBUR-ELLIS COMPANY | 85070 | 2,378.36 | In transit |
| 8/8/2025 | VEN00439--WOOD'S NURSERY & GARDEN STORE | 85071 | 2,014.78 | In transit |
| 8/19/2025 | VEN00209--4IMPRINT, INC | 85072 | 2,797.11 | In transit |
| 8/19/2025 | VEN00002--A-L COMPRESSED GASES, INC | 85073 | 20.98 | In transit |
| 8/19/2025 | VEN00012--AFLAC | 85074 | 1,240.09 | In transit |
| 8/19/2025 | VEN00038--BANNER BANK - Credit Card | 85075 | 8,740.46 | In transit |
| 8/19/2025 | VEN00544--BENTON CITY CHAMBER OF COMMERCE | 85076 | 1,000.00 | In transit |
| 8/19/2025 | VEN00053--BENTON RURAL ELEC ASSOCIATION | 85077 | 1,140.71 | In transit |
| 8/19/2025 | VEN00052--CITY OF BENTON CITY | 85078 | 189.30 | In transit |
| 8/19/2025 | VEN00105--CONNELL OIL, INC | 85079 | 1,896.88 | In transit |
| 8/19/2025 | VEN00107--COOK'S ACE HARDWARE | 85080 | 69.81 | In transit |
| 8/19/2025 | VEN00639--CWW LLC (COLUMBIA RAIL) | 85081 | 50,690.31 | In transit |
| 8/19/2025 | VEN00580--DEVIL DOG INSTALLATIONS, LLC | 85082 | 579.92 | In transit |
| 8/19/2025 | VEN00136--DIGITAL IMAGE TRI-CITIES, INC. | 85083 | 804.38 | In transit |
| 8/19/2025 | VEN00157--ENDURIS WASHINGTON | 85084 | 551,275.00 | In transit |
| 8/19/2025 | VEN00166--FERGUSON ENTERPRISES, INC. | 85085 | 861.57 | In transit |
| 8/19/2025 | VEN00616--FIBER MARKETING INTERNATIONAL, INC (FMI) | 85086 | 328.77 | In transit |
| 8/19/2025 | VEN00009--GEO WAY ACE HARDWARE | 85087 | 282.00 | In transit |
| 8/19/2025 | VEN00540--GLACIER SUPPLY GROUP, LLC | 85088 | 2,325.43 | In transit |
| 8/19/2025 | VEN00775--IMPERVIOUS COATING LLC | 85089 | 67,447.77 | In transit |
| 8/19/2025 | VEN00231--KENNEWICK INDUSTRIAL & ELECTRICAL SUPPLY | 85090 | 1,079.87 | In transit |
| 8/19/2025 | VEN00310--PROSSER CHAMBER OF COMMERCE | 85091 | 1,315.00 | In transit |
| 8/19/2025 | VEN00334--SANITARY DISPOSAL, INC. | 85092 | 1,408.46 | In transit |
| 8/19/2025 | VEN00771--STACY AND WITBECK INC | 85093 | 1,180,172.14 | In transit |
| 8/19/2025 | VEN00762--TK ELEVATOR CORPORATION | 85094 | 869.60 | In transit |
| 8/19/2025 | VEN00560--TRI-CITIES HISPANIC CHAMBER OF COMMERCE | 85095 | 5,000.00 | In transit |

| | | | | |
|-----------|--|-----------------|-----------|------------|
| 8/19/2025 | VEN00376--TRI-CITY REGIONAL CHAMBER | 85096 | 288.00 | In transit |
| 8/19/2025 | VEN00440--WASHINGTON PUBLIC PORTS ASSOCIATION | 85097 | 3,160.00 | In transit |
| 8/19/2025 | VEN00449--ZIPLY FIBER | 85098 | 131.05 | In transit |
| 8/19/2025 | VEN00449--ZIPLY FIBER | 85099 | 457.55 | In transit |
| 8/19/2025 | VEN00449--ZIPLY FIBER | 85100 | 269.92 | In transit |
| 8/19/2025 | VEN00449--ZIPLY FIBER | 85101 | 509.38 | In transit |
| 8/19/2025 | 10026--Stevens, Lori | 85102 | 105.00 | In transit |
| 8/19/2025 | 10007--Keck, Roy | 85103 | 1,502.51 | In transit |
| 8/29/2025 | VEN00590--AMERICAN ASSOCIATION OF AIRPORT EXECUTIVES | 85104 | 325.00 | In transit |
| 8/29/2025 | VEN00038--BANNER BANK - Credit Card | 85105 | 14,354.22 | In transit |
| 8/29/2025 | VEN00044--BENTON PUD | 85106 | 5,498.08 | In transit |
| 8/29/2025 | VEN00059--BENTON-FRANKLIN HEALTH DEPT | 85107 | 30.00 | In transit |
| 8/29/2025 | VEN00075--CASCADE NATURAL GAS CORP | 85108 | 329.44 | In transit |
| 8/29/2025 | VEN00083--CENTURYLINK | 85109 | 298.03 | In transit |
| 8/29/2025 | VEN00784--CG PUBLIC HOUSE AND CATERING | 85110 | 5,438.59 | In transit |
| 8/29/2025 | VEN00290--CI-PW, LLC (Paradise Bottled Water) | 85111 | 277.99 | In transit |
| 8/29/2025 | VEN00071--CITY OF PROSSER | 85112 | 7,650.89 | In transit |
| 8/29/2025 | VEN00089--CITY OF RICHLAND | 85113 | 33,903.05 | In transit |
| 8/29/2025 | VEN00781--CKJT ARCHITECTS PLLC | 85114 | 27,634.00 | In transit |
| 8/29/2025 | VEN00700--CLIFTON LARSON ALLEN LLP | 85115 | 23,492.25 | In transit |
| 8/29/2025 | VEN00077--COLUMBIA BASIN IT | 85116 | 3,331.97 | In transit |
| 8/29/2025 | VEN00136--DIGITAL IMAGE TRI-CITIES, INC. | 85117 | 81.53 | In transit |
| 8/29/2025 | VEN00143--DSD BUSINESS SYSTEMS | 85118 | 105.98 | In transit |
| 8/29/2025 | VEN00009--GEO WAY ACE HARDWARE | 85119 | 157.54 | In transit |
| 8/29/2025 | VEN00419--GRAINGER | 85120 | 100.55 | In transit |
| 8/29/2025 | VEN00601--GRAVIS LAW PLLC | 85121 | 17,416.00 | In transit |
| 8/29/2025 | VEN00201--HEALTH CARE AUTHORITY | 85122 | 84,887.90 | In transit |
| 8/29/2025 | VEN00588--IC CONSULTING CORPORATION | 85123 | 12,195.00 | In transit |
| 8/29/2025 | VEN00211--INTERMOUNTAIN MATERIALS TESTING | 85124 | 1,883.00 | In transit |
| 8/29/2025 | VEN00785--LAKE CHELAN WINE ALLIANCE | 85125 | 400.00 | In transit |
| 8/29/2025 | VEN00644--LEAF | 85126 | 248.93 | In transit |
| 8/29/2025 | VEN00585--LENNOX INDUSTRIES INC. | 85127 | 1,196.68 | In transit |
| 8/29/2025 | VEN00510--LIFESECURE INSURANCE COMPANY | 85128 | 471.78 | In transit |
| 8/29/2025 | VEN00297--PERSONAL TOUCH CLEANING, INC. | 85129 | 23,110.56 | In transit |
| 8/29/2025 | VEN00301--PITNEY BOWES, INC | 85130 | 99.23 | In transit |
| 8/29/2025 | VEN00305--POCKETINET COMMUNICATIONS, INC. | 85131 | 709.00 | In transit |
| 8/29/2025 | VEN00315--PURCHASE POWER | 85132 | 255.34 | In transit |
| 8/29/2025 | VEN00326--RGW ENTERPRISES P.C. INC | 85133 | 12,300.00 | In transit |
| 8/29/2025 | VEN00464--ROCKABILLY ROASTING CO. | 85134 | 115.00 | In transit |
| 8/29/2025 | VEN00685--ROLL AND CAP PRODUCTIONS | 85135 | 1,281.25 | In transit |
| 8/29/2025 | VEN00561--SEATTLE DAILY JOURNAL OF COMMERCE | 85136 | 1,187.20 | In transit |
| 8/29/2025 | VEN00636--SENSKE LAWN & TREE CARE LLC | 85137 | 6,104.39 | In transit |
| 8/29/2025 | VEN00352--SMARSH, INC. | 85138 | 36.69 | In transit |
| 8/29/2025 | VEN00377--TRI-CITY AREA JOURNAL OF BUSINESS | 85139 | 130.36 | In transit |
| 8/29/2025 | VEN00399--TRIDEC, INC. | 85140 | 5,000.00 | In transit |
| 8/29/2025 | VEN00414--VERIZON | 85141 | 1,720.46 | In transit |
| 8/29/2025 | VEN00746--VERIZON CONNECT FLEET USA LLC | 85142 | 621.98 | In transit |
| 8/29/2025 | VEN00570--VITAL RECORDS CONTROL | 85143 | 1,608.10 | In transit |
| 8/29/2025 | VEN00358--WASHINGTON STATE AUDITOR'S OFFICE | 85144 | 9,820.46 | In transit |
| 8/29/2025 | VEN00140--WASHINGTON STATE DEPT OF TRANSPORTATION | 85145 | 364.00 | In transit |
| 8/29/2025 | VEN00449--ZIPLY FIBER | 85146 | 148.41 | In transit |
| 8/20/2025 | VEN00305--POCKETINET COMMUNICATIONS, INC. | Voided - 084158 | -240.00 | In transit |
| 8/8/2025 | VEN00231--KENNEWICK INDUSTRIAL & ELECTRICAL SUPPLY | Voided - 085030 | -503.66 | In transit |

| | | | | | |
|-----------|---|-----------------|--------------|------------|-----------|
| 8/8/2025 | VEN00291--KENNEWICK RANCH AND HOME | Voided - 085031 | -353.53 | In transit | |
| 8/8/2025 | VEN00380--MCCLATCHY COMPANY | Voided - 085032 | -302.01 | In transit | |
| 8/8/2025 | VEN00258--MOON SECURITY SERVICES, INC | Voided - 085033 | -4,473.48 | In transit | |
| 8/8/2025 | VEN00262--MR. ROOTER PLUMBING | Voided - 085034 | -6,268.28 | In transit | |
| 8/8/2025 | VEN00603--PARAMOUNT COMMUNICATIONS, INC | Voided - 085035 | -150.00 | In transit | |
| 8/8/2025 | VEN00299--PHASE 2 ELECTRIC, INC. | Voided - 085036 | -5,168.75 | In transit | |
| 8/8/2025 | VEN00302--PLATT ELECTRIC SUPPLY, INC | Voided - 085037 | -173.61 | In transit | |
| 8/8/2025 | VEN00706--PSC PAVEMENT SURFACE CONTROL | Voided - 085038 | -8,150.33 | In transit | |
| 8/8/2025 | VEN00783--PYE-BARKER FIRE & SAFETY dba MOON SECURITY SERVICES | Voided - 085039 | -2,260.47 | In transit | |
| 8/8/2025 | VEN00761--ROCK ...IN PLACE INC | Voided - 085040 | -1,304.40 | In transit | |
| 8/8/2025 | VEN00369--SUNWEST SPORTSWEAR | Voided - 085041 | -1,033.22 | In transit | |
| 8/8/2025 | VEN00298--TRI-CITY COMPUTER CONSULTING LLC | Voided - 085042 | -1,902.25 | In transit | |
| 8/8/2025 | VEN00398--TRI-CITY SIGN & BARRICADE | Voided - 085043 | -24.48 | In transit | |
| 8/8/2025 | VEN00402--UNDERGROUND CREATIVE, LLC | Voided - 085044 | -2,050.00 | In transit | |
| 8/8/2025 | VEN00532--VIC'S AUTO PARTS & SUPPLY | Voided - 085045 | -41.27 | In transit | |
| 8/8/2025 | VEN00125--WASHINGTON STATE DEPARTMENT OF COMMERCE | Voided - 085046 | -600.00 | In transit | |
| 8/8/2025 | VEN00126--WASHINGTON STATE DEPARTMENT OF HEALTH | Voided - 085047 | -107.80 | In transit | |
| 8/8/2025 | VEN00625--WASHINGTON STATE UNIVERSITY | Voided - 085048 | -10,000.00 | In transit | |
| 8/8/2025 | VEN00436--WILBUR-ELLIS COMPANY | Voided - 085049 | -2,378.36 | In transit | |
| 8/8/2025 | VEN00439--WOOD'S NURSERY & GARDEN STORE | Voided - 085050 | -2,014.78 | In transit | |
| 8/1/2025 | VEN00425--WASHINGTON STATE SUPPORT REGISTRY | | | | 100.00 |
| 8/15/2025 | VEN00425--WASHINGTON STATE SUPPORT REGISTRY | | | | 100.00 |
| 8/1/2025 | VEN00215--INTERNAL REVENUE SERVICE | | | | 20,766.82 |
| 8/15/2025 | VEN00215--INTERNAL REVENUE SERVICE | | | | 2,873.84 |
| 8/15/2025 | VEN00215--INTERNAL REVENUE SERVICE | | | | 21,027.88 |
| 8/29/2025 | VEN00215--INTERNAL REVENUE SERVICE | | | | 21,212.48 |
| 8/1/2025 | VEN00122--DEPT OF RETIREMENT SYSTEMS | | | | 4,359.57 |
| 8/15/2025 | VEN00122--DEPT OF RETIREMENT SYSTEMS | | | | 4,414.66 |
| 8/29/2025 | VEN00122--DEPT OF RETIREMENT SYSTEMS | | | | 4,359.56 |
| 8/1/2025 | VEN00239--WASHINTGON STATE DEPT OF REVENUE | | | | 3,611.42 |
| 8/1/2025 | VEN00268--NATIONWIDE RETIREMENT SOLUTION | | | | 1,789.49 |
| 8/15/2025 | VEN00268--NATIONWIDE RETIREMENT SOLUTION | | | | 1,789.49 |
| 8/29/2025 | VEN00268--NATIONWIDE RETIREMENT SOLUTION | | | | 1,789.49 |
| | | | 2,568,479.21 | 88,194.70 | |

RESOLUTION 25-31

A RESOLUTION OF THE PORT OF BENTON COMMISSION APPROVING AN EXTENSION OF THE FINAL INSTALLMENT DATE UNDER THE REAL ESTATE CONTRACT WITH JEROMIE O. MEAD

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 15-09, adopted on June 10, 2015, the Port Commission approved the sale of certain improvements located at 1910 Terminal Drive, Richland, Washington, within the Port's Richland Airport and Business Park, to Jeromie O. Mead ("Purchaser") under a Real Estate Contract dated August 1, 2015; and

WHEREAS, the Real Estate Contract provided for annual installment payments with a final installment due August 1, 2025. However, the amortization schedule the parties agreed to, and which the Purchaser has adhered to, is based on a 25-year amortization with a final installment due in 2039; and

WHEREAS, the parties wish to amend the Real Estate Contract to provide for a final installment payment due by August 1, 2039, so that it aligns with the payments terms the parties have followed to date; and

WHEREAS, Port staff recommends approval of the requested extension and finds that it remains in the Port's best interest to proceed under the continued payment schedule;

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

1. The final installment date due under the Real Estate Contract with Jeromie O. Mead is hereby extended from August 1, 2025, to August 1, 2039. Purchaser shall continue to make annual installment payments consistent with the Amortization schedule set forth in Exhibit 1, attached hereto.
2. The Port's Executive Director is authorized to execute the First Amendment to the Real Estate Contract and any other necessary documents to reflect this extension and to take all other actions necessary to carry out the intent of this resolution.

ADOPTED by the Port of Benton Board of Commissioners this 10th day of September 2025.

Scott D. Keller, President

Lori Stevens, Vice President

Roy D. Keck, Secretary

Exhibit 1
Amortization Schedule

Data Section

| | |
|----------------------|---------------|
| As of: | 8/1/2015 |
| Loan Amount/Balance | \$ 132,256.00 |
| Annual Interest Rate | 6.00% |
| Loan Period (years) | 25 |
| Payments per year | 1 |
| Fixed principal | \$ 5,290.24 |

| | | | Payment | Principal | Interest | Balance |
|----|--------|----|-----------|-------------|-------------|---------------|
| | | | | | | \$ 132,256.00 |
| 1 | 8/1/15 | \$ | 13,225.60 | \$ 5,290.24 | \$ 7,935.36 | \$ 126,965.76 |
| 2 | 8/1/16 | \$ | 12,908.19 | \$ 5,290.24 | \$ 7,617.95 | \$ 121,675.52 |
| 3 | 8/1/17 | \$ | 12,590.77 | \$ 5,290.24 | \$ 7,300.53 | \$ 116,385.28 |
| 4 | 8/1/18 | \$ | 12,273.36 | \$ 5,290.24 | \$ 6,983.12 | \$ 111,095.04 |
| 5 | 8/1/19 | \$ | 11,955.94 | \$ 5,290.24 | \$ 6,665.70 | \$ 105,804.80 |
| 6 | 8/1/20 | \$ | 11,638.53 | \$ 5,290.24 | \$ 6,348.29 | \$ 100,514.56 |
| 7 | 8/1/21 | \$ | 11,321.11 | \$ 5,290.24 | \$ 6,030.87 | \$ 95,224.32 |
| 8 | 8/1/22 | \$ | 11,003.69 | \$ 5,290.24 | \$ 5,713.45 | \$ 89,934.08 |
| 9 | 8/1/23 | \$ | 10,685.28 | \$ 5,290.24 | \$ 5,395.04 | \$ 84,643.84 |
| 10 | 8/1/24 | \$ | 10,366.87 | \$ 5,290.24 | \$ 5,078.63 | \$ 79,353.60 |
| 11 | 8/1/25 | \$ | 10,051.46 | \$ 5,290.24 | \$ 4,761.22 | \$ 74,063.36 |
| 12 | 8/1/26 | \$ | 9,734.04 | \$ 5,290.24 | \$ 4,443.80 | \$ 68,773.12 |
| 13 | 8/1/27 | \$ | 9,416.63 | \$ 5,290.24 | \$ 4,126.39 | \$ 63,482.88 |
| 14 | 8/1/28 | \$ | 9,099.21 | \$ 5,290.24 | \$ 3,808.97 | \$ 58,192.64 |
| 15 | 8/1/29 | \$ | 8,781.90 | \$ 5,290.24 | \$ 3,491.66 | \$ 52,902.40 |
| 16 | 8/1/30 | \$ | 8,464.38 | \$ 5,290.24 | \$ 3,174.14 | \$ 47,612.16 |
| 17 | 8/1/31 | \$ | 8,146.97 | \$ 5,290.24 | \$ 2,856.73 | \$ 42,321.92 |
| 18 | 8/1/32 | \$ | 7,829.56 | \$ 5,290.24 | \$ 2,539.32 | \$ 37,031.68 |
| 19 | 8/1/33 | \$ | 7,512.14 | \$ 5,290.24 | \$ 2,221.90 | \$ 31,741.44 |
| 20 | 8/1/34 | \$ | 7,194.73 | \$ 5,290.24 | \$ 1,904.49 | \$ 26,451.20 |
| 21 | 8/1/35 | \$ | 6,877.31 | \$ 5,290.24 | \$ 1,587.07 | \$ 21,160.96 |
| 22 | 8/1/36 | \$ | 6,559.90 | \$ 5,290.24 | \$ 1,269.66 | \$ 15,870.72 |
| 23 | 8/1/37 | \$ | 6,242.48 | \$ 5,290.24 | \$ 952.24 | \$ 10,580.48 |
| 24 | 8/1/38 | \$ | 5,925.07 | \$ 5,290.24 | \$ 634.83 | \$ 5,290.24 |
| 25 | 8/1/39 | \$ | 5,607.65 | \$ 5,290.24 | \$ 317.41 | \$ (0.00) |

**First Amendment to Real Estate
Contract between
Port of Benton and JEROMIE O. MEAD**

This First Amendment to the Real Estate Contract (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 JEROMIE O. MEAD, an Individual ("Purchaser").

RECITALS

WHEREAS, the Port and Purchaser entered into a Real Estate Contract dated August 1, 2015 (the "Real Estate Contract"), a true and correct copy of which is attached hereto as Exhibit I, for the sale of improvements located at the property commonly known as 1910 Terminal Drive, Richland, Washington within the Port's Richland Airport and Business Park; and

WHEREAS, on June 10, 2015, the Port of Benton adopted Resolution 15-09 authorizing execution of the Real Estate Contract; and

WHEREAS, the Real Estate Contract provides installment payments with a termination date of August 1, 2025; and

WHEREAS, the parties desire to amend the Real Estate Contract to adjust the termination date to be consistent with the attached payment amortization schedule;

THEREFORE, in consideration of the foregoing, the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Amendment to Section 1.1

Section 1.1 of the Real Estate Contract is hereby amended to state the entire balance of principal and interest shall be paid in full by August 1, 2039. Purchaser shall continue to make annual payments of \$5,290.24 toward the principal balance, plus accrued interest, on or before August 1st of each year until the balance is paid in full. An amortization schedule for such payments is attached hereto as Exhibit I and incorporated herein by this reference.

2. Section 14 – Effective Date

The amendments to the Real Estate Contract stated in this First Amendment shall be effective as of August 1, 2025.

3. No Other Modifications

Except as expressly amended herein, all other terms and conditions of the Real Estate Contract 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

JEROMIE O. MEAD

A Washington Municipal Corporation

An Individual

By Authority of its Board of Commissioners

By: _____

By: _____

Diahann Howard, PPM®
Executive Director

Jeromie Mead

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 _____)

ACKNOWLEDGEMENT

County of _____)

On this day personally appeared before me **Jeromie O. Mead** to me known to be **the Individual** 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 25-32

A RESOLUTION OF THE PORT OF BENTON APPROVING A LONG-TERM GROUND LEASE WITH WOW WOMEN OF WISDOM OF TRI-CITIES

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

WHEREAS, WOW Women of Wisdom of Tri-Cities desires to enter into a six (6) year ground lease with the Port, including four (4), additional one (1) year renewal options; and;

WHEREAS, the subject property, known as 2345 Stevens Drive parking lot, consists of approximately 350 square feet and the lessee shall use the Property as an electric vehicle carshare and charging facility, including maintaining two dual port L3's – 240kw vehicle charge towers, equipment, shelters, and other associated facilities and improvements located in the Richland Business Park; 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 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 six (6) year lease with four (4) one-year (1) year options to WOW Women of Wisdom 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 Commission, on this 10th day of September, 2025.

Scott Keller, President

Lori Stevens, Vice President

Roy D. Keck, Secretary

ELECTRIC VEHICLE CHARGING TOWERS AND
GROUND LEASE AGREEMENT

BETWEEN

PORT OF BENTON

AND

WOW WOMEN OF WISDOM
TRICITIES

FOR

Parking Lot – Area
2345 Stevens Drive
RICHLAND, WA 99354

ELECTRIC VEHICLE CHARGING TOWERS AND GROUND LEASE AGREEMENT

THIS TOWER AND GROUND LEASE AGREEMENT (this “**Lease**”) is made and entered into as of the _____ day of _____ 2025 (the “**Effective Date**”), by and between the PORT OF BENTON, a municipal corporation of the State of Washington, by and through its Board of Commissioners (“**Port**”) and WOW WOMEN OF WISDOM TRICITIES, a Washington nonprofit corporation (“**Lessee**”).

AGREEMENTS:

1. **LEASE.** Port hereby leases to Lessee upon the terms, covenants and conditions contained herein, the real property more particularly described as **Attachment 1** to this lease (**Electrical Vehicle Charging Towers and Infrastructure Lease Premises Only – Lease Premises Site Plan**) within the Port of Benton’s Horn Rapids Business Park hereafter (the “**Property**”).

1.1 The Property consists of approximately 150 square feet (+/-) of real property as depicted on **Attachment 1 (Lease Premises Site Plan)** and commonly known as **2345 Stevens Drive, Richland WA - parking lot** situated in the Port of Benton’s Horn Rapids Business Park.

1.2 The Lessee has inspected the Property and agrees to take the Property in its present condition “as is”. The Lessee is relying upon its own inspection of the Property to determine whether to enter into this Lease, and the Lessee is not relying upon any representations made by the Port, its employees or agents, except as specifically set forth in this Lease.

2. TERM.

2.1 **INITIAL TERM.** The initial term of this Lease shall be for Six (6) years, commencing October 01, 2025 (“**Commencement Date**”), and ending at midnight on September 30, 2030, (the “**Initial Term**”).

2.2 **OPTION TERMS.** The Initial Term of this Lease shall extend for one (1) additional period of four (4) years (an “**Option Term**”, and together with the Initial Term, the “**Term**”) provided Lessee is not then in default hereunder.

2.3 **AUTOMATIC RENEWALS.** Each such Option Term shall be deemed automatically exercised by Lessee unless Lessee provides written notice to Port of non-renewal at least ninety (90) days prior to the termination of the Initial Term. In the event the Lessee elects not to exercise the Option Term as provided in this Section, then this Lease shall terminate and the Lessee shall have no further rights under the terms of the Lease.

2.4 **REDEVELOPMENT.** Upon twelve (12) months’ advanced written notice, Port may terminate this Lease after six (6) years from the Commencement Date, *provided that* (i) Port desires to terminate

this Lease to redevelop the Property in such a manner as to require removal of the Improvements.

2.4.1 Lessee agrees to reasonably cooperate with a request by Port to relocate the Improvements in the event that Port redevelops the Property in such a manner as to require permanent relocation of the Improvements (hereinafter, a “**Redevelopment**”); provided, however, that during any Redevelopment work at the Property, Port shall allow Lessee to install temporary facilities at a temporary mutually agreeable location so as to minimize disruption to electrical charging services. For the avoidance of doubt and notwithstanding anything to the contrary in this Lease, Port may not request Lessee to relocate the Improvements during the initial Six (6) year period following the Commencement Date of this Lease.

2.4.2 In the event of a Redevelopment, Lessee shall thereafter relocate the Improvements in accordance with Port’s schedule for Redevelopment, in which case the parties will execute an amendment to this Lease as necessary to accommodate such temporary relocation. Any relocation of the Improvements pursuant to a Redevelopment shall be at Lessee’s sole cost and expense.

2.4.3 Notwithstanding anything to the contrary in this Lease, Lessee shall have a right to terminate this Lease if the Redevelopment results in a disruption to Lessee or the Improvements as determined by Lessee in its sole discretion.

2.4.4 If both parties agree that no alternative location for the Improvements on Port’s property is technically suitable, then Port may exercise its right to terminate this Lease in accordance with this Section 2.4.

3. **RENT.** Lessee agrees to pay the Port, as base rent for the Property (“**Rent**”), the monthly rental amount of Six Hundred and No/100 Dollars (\$600.00), for the first twelve (12) months of the Initial Term. Subsequent base rent will be increased by five percent (5%) for each successive twelve (12) month period during the Initial Term or Option Term which adjustment will be made as of October 1 of each year. All rent payments are due on or before the 1st day of each month.

| | | |
|----------------------|-----------------------|----------|
| Initial Monthly Rent | 10/1/2025 – 9/30/2026 | \$600.00 |
|----------------------|-----------------------|----------|

3.1 In addition to the Rent provided for herein, the Lessee shall pay any leasehold excise tax required by the Revised Code of Washington Chapter 82.29A, as the statute may be hereafter amended (“**Leasehold Excise Tax**”). If the Lessee claims an exemption from the Leasehold Excise Tax, the Lessee shall provide documentation of its exemption from the State of Washington Department of Revenue to Port. If applicable. The current leasehold tax rate as of the Effective Date is 12.84%.

3.2 Rent payments shall be made payable to the Port of Benton and shall be paid on or before the first day of each month at the Port offices at 3250 Port of Benton Boulevard, Richland, WA 99354, or at such other address the Port shall direct in writing.

3.4 LATE FEES / CHARGES. The Rent charged to the Lessee is based upon the Permitted Uses (defined below) of the Property described in Section 7 of this Lease. In the event the Lessee wishes to expand its permitted use of the Property beyond the current Permitted Uses (defined below), Lessee shall submit a written request to the Port to expand the proposed permitted use. As a condition for approval of the additional use, the Port may increase the Rent provided for herein to reflect the additional use of the Property.

3.5 Rent not paid within thirty (30) days of the date upon which the Lessee received notice that a payment is past due shall accrue interest on the unpaid Rent at the rate of one and a half percent (1.5%) of the late payment for each month or portion of month by which the payment is delayed. In the event Port receives any non-sufficient funds notice for Rent payment, Port shall invoice Lessee \$35.00 for each such notice.

4. **CONDITION OF PROPERTY.** The Lessee shall take the Property in its present condition, without warranties or representations by the Port except as set forth in this Lease.

5. **SECURITY.** In accordance with RCW 53.08.085 the Lessee shall provide the Port with a bond or other security satisfactory to the Port in an amount equal to one-sixth the total Rent, but in no case shall such security be less than an amount equal to one year's Rent or more than an amount equal to three years' Rent. The initial security as of the Commencement Date shall be in the amount of \$8,124.48, which amount includes Leasehold Excise Tax. A deposit of funds with Port, lease security bond or an assignment of a savings account in the amount specified above, which cannot be released without the approval of the Port, will be acceptable as a deposit of Rent security. If the Rent amount is adjusted as called for under the terms of this Lease, the Lessee shall provide such additional security based on the new Rent amount, together with Leasehold Excise Tax, in accordance with RCW 53.08.085.

6. **TAXES AND ASSESSMENTS.** Lessee shall pay all taxes assessed against improvements owned by the Lessee and the other personal property of Lessee located upon the Property, promptly as the same become due. Lessee shall pay all assessments hereafter levied against the Property, or a portion thereof, during the Term of this Lease, including assessments coming due to any special purpose governmental district; provided, however, if the assessment is payable in installments, whether or not interest shall accrue on the unpaid installments, the Lessee may pay the assessments in installments as they become due, provided that the Lessee's obligation to pay the assessments levied during the Term of this Lease, even though paid in installments, shall survive the termination or expiration of this Lease.

6.1 Lessee may contest the legal validity or amount of any taxes, assessments or charges which Lessee is responsible for under this Lease, and may institute such proceedings as Lessee considers necessary. If Lessee contests any such tax, assessment or charge, Lessee may withhold or defer payment or pay under protest but shall protect Port and the Property from any lien. Port appoints Lessee as Port's attorney-in-fact for the purpose of making all payments to any taxing authorities and for the purpose of contesting any taxes, assessments or charges.

7. **USE.** The Lessee shall use the Property as an electric vehicle carshare and charging facility, and for uses incidental thereto, including without limitation, installation, operating and maintaining up to four (4) electric vehicle (ev) carshare vehicles under the WOWevCarShare program, two dual port L3's - 240kw

vehicle charging towers, equipment, shelters, and other associated facilities and improvements under the WOWevCharge program on the Property that are Port approved (collectively, the “Improvements”), and for no other purposes without the prior written consent of the Port. The term “Permitted Uses” includes the right to install, construct, reconstruct and maintain on the Property the Improvements.

- a) Lessee shall comply with all applicable laws, codes and regulations or ordinances, relating to the construction, installation, maintenance or operation of any Improvements.
- b) The term Permitted Uses does not include maintenance or repair facility, or for any reason other than as described above.
- c) Lessee, its agents, employees, contractors and invitees, will use the Property (as permitted herein) in compliance with all laws, rules, regulations, ordinances and statutes, and in a safe and clean manner.
- d) All Improvements installed or constructed by Lessee shall be deemed to be the personal property of Lessee.
- e) Hours of use will be twenty-four (24) hours a day, seven (7) days a week.
- f) No dangerous explosives or hazardous materials of any kind may be brought onto, stored, or used on or in the Property.
- g) Lessee shall keep the Property free and clear of all liens. Lessee will not install any equipment or fixtures or make any alterations to the Property without the prior written permission of the Port.

7.1 RESTRICTION ON USE. Lessee shall conform to and comply with all applicable laws and regulations of any public authority affecting the Property or the Improvements and shall assume any costs of such compliance, including fines or penalties.

7.1.1 This Lease does not grant to Lessee any zoning or land use approvals for the uses mentioned herein. Lessee shall obtain any and all land use and zoning approvals as are necessary for its operations, including but not limited to permits for the installation and operation of the Improvements.

7.1.2 Lessee shall not allow debris or refuse to accumulate on the Property.

7.1.3 Lessee shall not place any advertising or other signs on the Improvements without the express written permission of the Port, which permission shall not be unreasonably withheld, conditioned, or delayed for signs required by any regulatory agency.

7.1.4 The color of any of the Improvements shall be subject to approval by the Port.

7.1.5 Notwithstanding anything contained herein to the contrary, in the event that (i) any governmental approval issued to Lessee is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (ii) Lessee determines that such governmental approvals may not be obtained in a timely manner; (iii) Lessee determines that any soil boring tests are unsatisfactory; (iv) Lessee determines that the Property is no longer technically compatible for its use, or (v) Lessee, in its sole discretion, determines that the use of the Property is obsolete, or unnecessary, Lessee shall have the right to terminate this Lease effective upon notice to Port, provided that Lessee removes any equipment installed and restores the Property to its original condition, reasonable wear and tear excepted, at Lessee's sole expense.

8. **MAINTENANCE OF PROPERTY.** Throughout the Term of this Lease, Lessee, at its sole cost and expense, shall maintain the Property and the Improvements then existing thereon in good condition and repair, subject to reasonable wear and tear, and in accordance with all applicable covenants, laws, rules, ordinances, and regulations of governmental agencies. The Port has no responsibility for maintenance or for security of the Improvements placed upon the area by Lessee. Lessee shall have the right to install private utilities, at Lessee's expense, and to improve the present utilities on the—and connecting to—the Property. Lessee shall provide for the installation of separate meters for utilities used upon the Property.

9. **CONDITIONS OF CONSTRUCTION.** Prior to commencing installation of the Improvements, Lessee shall submit to the Port a set of plans and specifications sufficient to describe the scope, location, and design of the proposed EV charging infrastructure, including utility connections, equipment layout, and any associated structures or signage (the "Plans"). The Port shall review the Plans to ensure compatibility with the Horn Rapids Business Park and compliance with applicable Lease terms. Approval shall not be unreasonably withheld, conditioned, or delayed, and shall be communicated within thirty (30) days of receipt.

9.1 Lessee shall obtain all necessary permits from the City of Richland and other applicable authorities prior to commencing work. All Improvements shall be constructed within the boundaries of the leased Property, except as required for utility access or other regulatory compliance. Lessee shall notify the Port at least fourteen (14) days prior to commencing installation and shall allow the Port reasonable access for inspection during construction.

9.2 Lessee shall prepare final working plans and specifications substantially conforming to Plans previously approved by the Port, submit them to the appropriate governmental agencies for approval, and deliver to Port one final complete set as approved by the governmental agencies.

9.3 During the course of construction, Port shall have the right to post and maintain on the Property any notices of non-responsibility provided for under applicable law, and to inspect the Property at all reasonable times.

9.4 Except as specifically provided in this Lease, Port makes no covenant or warranties respecting the condition of the soil or subsoil or any other condition of the Property.

9.5 Once work begins, Lessee shall, with reasonable diligence, complete all intended improvements to the Property. All work shall be performed in a workmanlike manner, substantially

comply with the Plans required by this Lease, and comply with all applicable governmental permits, laws, ordinances, and regulations.

9.6 Lessee shall pay the cost and expense of all Lessee's Improvements constructed on the Property. Lessee shall not permit any mechanic's, or construction liens to attach to the Property. Lessee shall not permit any mechanics', materialmen's, contractors' or subcontractors' liens arising from any work or improvement performed by or for the Lessee to be enforced against the Property, however it may arise. Lessee may withhold payment of any claim in connection with a good faith dispute over the obligation to pay, so long as Port's interests in the Property are not jeopardized. Lessee shall defend and indemnify Port against all liability and loss of any type arising out of the construction of Improvements on the Property by Lessee. For the purposes of this indemnification, the Lessee waives the immunity created by the Washington Workman's Compensation laws. Lessee shall reimburse Port for all sums paid by the Port on claims covered by this indemnity, together with the Port's reasonable attorneys' fees and costs plus interest on those sums at the legal rate.

9.7 On completion of the construction of any Improvements, additions or alterations covered by this Section 9, Lessee shall give Port notice of all structural or material changes in plans or specifications made during the course of the work and shall at that time supply Port with drawings accurately reflecting all such changes. Changes which are non-structural, or which do not substantially alter the Plans as previously approved by the Port, in Lessee's reasonable discretion, do not constitute a material change.

10. **OWNERSHIP OF IMPROVEMENTS.** All Improvements constructed on the Property by Lessee as permitted by this Lease shall be owned by Lessee. Upon termination of this Lease, the Lessee shall remove all of its Improvements, buildings, electrical vehicle charging tower structures, including footings, fixtures, equipment and all personal property, within ninety (90) days of termination (the "**Removal Period**"). Lessee shall restore the Property to its original condition, reasonable wear and tear excepted. The Lessee's equipment, fixtures, and personal property shall remain the personal property of the Lessee during the Term of this Lease, regardless of whether they are considered to be fixtures or attachments under applicable law. The Lessee shall be entitled to remove all such items from the Property. The Lessee shall continue to pay Rent for the Property during the Removal Period at the then current rate until the Lessee's property has been removed and the Property has been restored as required by this Lease.

11. **ASSIGNMENT AND SUBLETTING.** Lessee shall neither assign nor transfer its interest in this Lease, in whole or in part, to any person or entity, without Port's prior written consent, and no rights hereunder in or to said Premises shall pass by operation of law or other judicial process, or through insolvency proceedings. Otherwise, the rights and obligations hereof shall extend to and be binding upon their respective successors, representatives and assigns, as the case may be. Lessee shall furnish Lessor with copies of all such sub assignment, sublease or rental documents. For the purposes of this Lease, any change of ownership including sale, liquidation or other disposition of some or all of the corporate stock or limited liability company units will be considered an assignment. Should the Lessor consent to an assignment made by the Lessee for the purposes of obtaining a loan or other consideration from a third party, then the Lessor's consent shall be made in accordance with the consent to assignment document used by Lessor for these specific assignments. A copy

of this consent form shall be provided by Lessor upon request of Lessee.

12. **LEASEHOLD MORTGAGES.** Lessee shall have the right, during the Term of this Lease, to mortgage the Lessee's interest in this Lease, without the prior consent of the Port, and to assign the Lessee's interest in this Lease as collateral security for such leasehold mortgage ("**Leasehold Mortgage**"). All rights acquired by the holder of the Leasehold Mortgage shall be subject to each and every term, covenant and condition of this Lease, and to all rights and interests of the Port under this Lease. None of the terms, covenants or conditions of the Lease shall be waived by the Port by reason of the right given to the Lessee to assign its interest in this Lease for security purposes.

12.1 The Leasehold Mortgage shall contain provisions providing that no purchaser or transferee of the Lease at any foreclosure sale or other transfer authorized by law or by reason of a default under the Leasehold Mortgage where no foreclosure sale is required, shall further assign or transfer any right, title, or interest in or to this Lease or the leasehold estate covered by the Leasehold Mortgage, unless Port has approved the assignee or transferee in writing.

12.2 In the event the Lessee assigns this Lease for security purposes as provided in this Section 12, after receipt of a written notice from Lessee giving the name and address of the applicable leasehold mortgagee ("**Leasehold Mortgagee**"), the Port agrees that whenever the Port sends a notice to the Lessee under the terms of this Lease, the Port will contemporaneously send a copy of the notice to the Leasehold Mortgagee.

12.3 The Port further agrees that it will not accept a voluntary cancellation or surrender of the Lease by the Lessee without prior written consent of the Leasehold Mortgagee and that Port will not enter into any amendments of this Lease which modify any provision of this Lease without prior written approval of the Leasehold Mortgagee. No merger shall result from the acquisition by or the evolution upon any one entity of the fee and leasehold estates in the Property.

12.4. In the event of a notice of default from the Port to the Lessee, the Leasehold Mortgagee may cure any default within the time provided for in this Lease after the Leasehold Mortgagee's receipt of the notice of default. The Port agrees to accept a tender of cure of default from the Leasehold Mortgagee as if the cure were tendered by the Lessee. Provided however, that if it takes the Leasehold Mortgagee more than thirty (30) days to cure a default (other than the payment of any money due under this Lease), because the Leasehold Mortgagee is not in possession of the property, this Lease shall not be in default if the Leasehold Mortgagee promptly undertakes to obtain possession of the property and diligently pursues its right to possession. No tender of cure of a default by the Leasehold Mortgagee shall require the Leasehold Mortgagee to cure any future defaults by the Lessee or require the Leasehold Mortgagee to perform any other term or condition of this Lease.

12.5 In the event of a default by the Lessee which has not been cured by the Lessee or by the Leasehold Mortgagee and which would permit the Port to forfeit or otherwise terminate this Lease, or in the event the Leasehold Mortgagee forecloses upon its Leasehold Mortgage and becomes the holder of Lessee's interest in this Lease, the Port agrees to accept the Leasehold Mortgagee as Lessee under this Lease, provided the Leasehold Mortgagee performs all of the obligations and covenants of the Lessee contained in this Lease which are capable of being performed by the

Leasehold Mortgagee. If the Leasehold Mortgagee becomes Lessee under this Lease, the Port agrees to use the rent bond or the security deposit to pay any sums due under this Lease and to cure any monetary defaults, to the extent that the rent bond or security deposit is available for such purposes. The Leasehold Mortgagee shall be responsible for the payment of any sums which are not paid by the rent bond or the security deposit.

12.6 In the event of a default which is personal to the Lessee (such as a bankruptcy) and which cannot be cured by the Leasehold Mortgagee, and the Lessee's interest under this Lease has been terminated or canceled, then, at the written request of the Leasehold Mortgagee, the Port agrees to enter into a new lease with the Leasehold Mortgagee, under the same terms and conditions as this Lease and for any unexpired term of the Lease, including any options periods. The Port's execution and delivery of the Lease shall be without any representation or warranty of any kind, including any representations or warranties regarding title to the Property, the Improvements or the priority of such new lease.

12.6.1 The Port shall be obligated to enter into a new lease with the Leasehold Mortgagee only if the Leasehold Mortgagee has remedied and cured all monetary defaults of the Lessee under this Lease, and has remedied and cured, or has commenced and is diligently completing the cure of all non-monetary defaults susceptible to cure by any party other than the original Lessee. The Leasehold Mortgagee shall pay all costs and expenses of the Port, including, but not limited to, attorneys' fees, real property transfer taxes, escrow fees, and recording fees incurred in connection with the preparation and execution of a new lease and any related conveyances.

12.6.2 If more than one Leasehold Mortgagee requests a new lease, or in the event of a dispute between the Lessee and a Leasehold Mortgagee, the Port shall have no duty to determine the relative priority of the Leasehold Mortgages, and the Port shall have no obligation to enter into a new lease with any Leasehold Mortgagees unless the dispute is resolved to the Port's satisfaction within 30 days of the termination of this Lease and provided the terms and conditions of this Lease are kept current.

12.6.3 Upon the execution of the new lease by the Leasehold Mortgagee and Port, the Port will convey to the Leasehold Mortgagee, by quit claim deed, title to any Improvements constructed on the Property by the Lessee, in which the Leasehold Mortgagee has a recorded mortgage or other security interest. The conveyance of the Improvements shall be in "as is" condition without any warranty or representation by the Port concerning the condition of the Improvements. The Port will not warrant the title to the Improvements, and the Leasehold Mortgagee shall accept the title to the Improvements subject to any existing encumbrances.

12.6.4 Upon the execution of a new lease and the conveyance of title to Improvements, if any, it shall be the responsibility of the Leasehold Mortgagee to cancel and discharge this Lease. The Leasehold Mortgagee shall indemnify the Port and hold it harmless from any obligations, claims, actions, damages, costs, or expense, including attorneys' fees, which may arise from such action, or from the Port's compliance with any of the provisions of this Section 12.6.

13. PUBLIC LIABILITY INSURANCE; INDEMNITY. Throughout the Term, at Lessee's sole cost and expense, Lessee shall keep or cause to be kept in force commercial general liability insurance against claims and liability for bodily injury (including death) or property damage arising from the use, occupancy, or condition of the Property and Improvements, including the Port as an additional insured, as its interest may appear, on such liability insurance policy, with limits of coverage in the amount of \$3,000,000.00 per occurrence. Port agrees the Lessee may self-insure against any loss or damage which is covered by a commercial general liability insurance policy as long as the Lessee is able to demonstrate to the satisfaction of the Port that the Lessee has the financial ability to cover a potential loss under a self-insured policy.

13.1 **PROOF OF COMPLIANCE.** The Lessee shall include the Port as an additional insured as its interest may appear on the commercial general liability insurance policy required to be maintained by the terms of this Lease. Port may require Lessee to deliver to Port a certificate of all insurance policies required by this Lease.

13.2 **INDEMNIFICATION.** Subject to the terms of this Section 13, the Lessee shall indemnify and hold the Port harmless against any claim of liability or loss, from personal injury or property damage resulting from or arising out of the use and occupancy or the Property by the Lessee, its servants, agents, or employees, except for those claims or damages which arise from or through the negligent or willful acts or omissions of the Port, its employees or agents, but only to the extent the damages arise from or through the Port, its employees or agents.

13.3 **LIMITATION OF LIABILITY.** Neither party shall be liable to the other, or any of their respective agents, representatives, or employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

14. DEFAULT.

14.1 **EVENTS OF DEFAULT.** Each of the following events shall be a default by Lessee and a breach of this Lease.

14.1.1 The failure or refusal to pay when due any installment of Rent or other sum required by this Lease to be paid by Lessee,

14.1.2. The failure to perform as required or conditioned by any other covenant or condition of this Lease,

14.1.3 The appointment of a receiver to take possession of the Property or improvements, or of Lessee's interest in the leasehold estate or of Lessee's operations on the Property for any reason, unless such appointment is dismissed, vacated or otherwise permanently stayed or terminated within sixty days after the appointment, or

14.1.3 The filing of a voluntary or involuntary petition by or against Lessee under any law for the purpose of adjudicating Lessee a bankrupt or for extending time for payment, adjustment or satisfaction of Lessee's liability or for reorganization, dissolution, or arrangement on account of or to prevent bankruptcy or insolvency, unless the proceeding, and all consequent orders, adjudications, custodies, and supervision are dismissed, vacated, or otherwise permanently stayed or terminated within sixty days after the filing, or other initial event.

14.2 NOTICE. As a precondition to pursuing any remedy for an alleged default by Lessee, Port shall give written notice of default to Lessee, in the manner herein specified for the giving of notices. Each notice of default shall specify the alleged event of default and the intended remedy.

14.3 LESSEE'S RIGHT TO CURE. If the alleged default is nonpayment of Rent, taxes, or other sums to be paid by Lessee as provided in this Lease, Lessee shall have thirty (30) days after receipt of written notice to cure the default. For the cure of any other default, Lessee shall have thirty (30) days after receipt of written notice to cure the default, provided, however, that if it takes more than thirty (30) days to cure a default, the Lessee shall not be in default if it promptly undertakes a cure and diligently pursues it.

14.4 TIME OF THE ESSENCE. Time is of the essence of this Lease, and for each and every covenant or condition which must be performed hereunder.

15. PORT'S REMEDIES. If any default by Lessee continues uncured after receipt of written notice of default and the period to cure as required by this Lease, for the period applicable to the default, subject to the provisions of Section 14, the Port has the following remedies in addition to all other rights and remedies provided by law or equity to which Port may resort cumulatively or in the alternative:

15.1 Without terminating this Lease, Port shall be entitled to recover from Lessee any amounts due hereunder, or any damages arising out of the violation or failure of Lessee to perform any covenant, condition or provision of this Lease.

15.2.1 Port may elect to terminate this Lease and any and all interest and claim of Lessee by virtue of such lease, whether such interest or claim is existing or prospective, and to terminate all interest of Lessee in the Property and any Improvements or fixtures thereon (except trade fixtures). In the event this Lease is terminated, all obligations and indebtedness of Lessee to Port arising out of this Lease prior to the date of termination shall survive such termination. In the event of termination by Port, Port shall be entitled to recover immediately as damages the total of the following amounts: the reasonable costs of re-entry and re-letting, including, but not limited to, any expenses of cleaning, repairing, altering, remodeling, refurbishing, removing, Lessee's property or any other expenses incurred in recovering possession of the Property or re-letting the Property, including, but not limited to, reasonable attorney's fees, court costs, broker's commissions and advertising expense.

15.2.2 The loss of rental on the Property accruing until the date when a new lessee has

been or with the exercise of reasonable diligence could have been, obtained.

15.3 Port may re-enter the Property and take possession thereof and remove any persons and property by legal action or by self-help and without liability for damages, and Lessee shall indemnify and hold the Port harmless from any claim or demand arising out of such re-entry and removal of persons and property. Such re-entry by the Port shall not terminate the Lease or release the Lessee from any obligations under the Lease. In the event Port re-enters the Property for the purpose of re-letting, Port may re-let all or some portion of the Property, alone or in conjunction with other properties, for a term longer or shorter than the Term of this Lease, upon any reasonable terms and conditions, including the granting of a period of rent-free occupancy or other rental concession, and Port may not be required to re-let to any Lessee which Port may reasonably consider objectionable.

15.4 In the event Port re-lets the Property as agent for Lessee, Port shall be entitled to recover immediately as damages the total of the following amounts.

15.4.1 An amount equal to the total rental coming due for the remainder of the term of this Lease, computed based upon the periodic rent provided for herein and without discount or reduction for the purpose of adjusting such amount to present value of anticipated future payments, less any payments thereafter applied against such total rent by virtue of the new lease.

15.4.2 The reasonable costs of re-entry and re-letting, including but not limited to, any expense of cleaning, repairing, altering, remodeling, refurbishing, removing Lessee's property, or any other expenses incurred in recovering possession of the Property or re-letting the Property, including, but not limited to, attorneys' fees, court costs, broker's commissions and advertising expense.

15.5 All payments received by Port from re-letting shall be applied upon indebtedness and damages owing to Port from Lessee, if any, and the balance shall be remitted to Lessee.

- 16. WAIVER.** No waiver of any default shall constitute a waiver of any other breach or default, whether of the same or any other covenant or condition. No waiver, benefit, privilege or service voluntarily given or performed by either party shall give the other any contractual right by custom, estoppel, or otherwise. The subsequent acceptance of Rent pursuant to this Lease shall not constitute a waiver of any preceding default by Lessee other than default on the payment of that particular Rent payment, regardless of Port's knowledge of the preceding breach at the time of accepting Rent. Acceptance of Rent or other payment after termination shall not constitute a reinstatement, extension or renewal of this Lease, or revocation of any notice or other act by Port.
- 17. ATTORNEYS' FEES.** If either party brings any action or proceeding to enforce, protect or establish any right or remedy under this Lease, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs from the non-prevailing party. Arbitration is an action or proceeding for the purpose of this provision. The "prevailing party" means the party determined by the court or the arbitrator to most nearly have prevailed.
- 18. ACCESS BY PORT.** Port, or Port's representatives and agents, shall have access to the Property at

reasonable times and upon reasonable notice, for the purpose of inspecting the Property; provided that Port shall exercise all reasonable efforts not to disturb the use and occupancy of the Property by Lessee.

- 19. RECORDING OF LEASE.** Neither party to this Lease shall record the Lease. In lieu of recording the entire Lease either party may record a memorandum of lease, in the form as provided in **Attachment 3** attached hereto, setting forth the legal description of the property, the parties and the Term of the Lease, together with any additional information which the party deems to be relevant, and as long as the information in the memorandum is accurate the other party agrees to sign the memorandum of lease. Upon termination or expiration of this Lease, the Lessee authorizes the Port to record a document stating the Lease has been terminated in order to clear title to the Property.
- 20. HOLDING OVER.** Should Lessee hold possession of the Property or any portion thereof after the expiration date upon which the Leased Premises are to be surrendered, Lessee will become a tenant on a month-to-month basis upon all the terms, covenants, and conditions of this Lease except those pertaining to Lease term and, during any such month-to-month tenancy, Lessee shall pay monthly Rent in the amount which is one-twelfth (1/12th) of one-hundred twenty-five percent (125%) of the adjusted Rent that was payable by Lessee during the immediately preceding Lease year. Lessee will continue occupancy from month-to-month until terminated by Port or Lessee by giving of thirty (30) days written notice to the other. Nothing in this Section is to be construed as a consent by Port to the occupancy or possession of the Property by Lessee after the expiration of the Lease Term.
- 21. SECURITY FOR LESSEE'S OBLIGATIONS.** In addition to the security provided for in Section 5, in order to secure the prompt, full and complete performance of all of Lessee's obligations under this Lease, including but not limited to, Lessee's obligations to protect and indemnify Port from any liability subject to the lien, if any, of the holder of the first mortgage against the Property, Lessee hereby grants to Port a security interest in and assigns to Port all of Lessee's right, title and interest in and to all rents and profits from the Property and Improvements thereon as collateral to secure all of Lessee's obligations under this Lease. In the event Lessee defaults in any of its obligations hereunder, Port shall have the right at any time after the period for cure provided in paragraph 15.3, without notice or demand, to collect all rents and profits directly and apply all sums so collected to satisfy Lessee's obligations hereunder, including payment to Port of any sums due from Lessee. The security interest granted in this Section 21 shall be subordinate to any security interest or Leasehold Mortgage granted to a Leasehold Mortgagee for security purposes. Such remedy shall be in addition to all other remedies under this Lease.
- 22. HAZARDOUS MATERIALS.** Lessee shall not take or store upon the Property any hazardous or toxic materials, as defined by the law of the State of Washington or by federal law ("**Hazardous Materials**"), except in strict compliance with all applicable rules, regulations, ordinances and statutes.

22.1. Lessee shall not permit any contamination of the Property by Hazardous Materials. Lessee shall immediately remove any Hazardous Materials and shall promptly restore the Property, subject to any condition existing prior to the Commencement Date, which shall be the responsibility of the Port. Lessee shall comply with the Port's Hazardous Materials Communications Policy.

22.2 Lessee shall defend Port and hold it harmless from any cost, expense, claim or litigation

arising from Hazardous Materials on the Property or resulting from the contamination of the Property, but only to the extent caused by the acts or omissions of Lessee, its sub-lessees, employees, agents, invitees, or licensees, during the Term of this Lease. The Lessee is not liable for Hazardous Materials or contamination present on the Property prior to the Lessee's occupancy, or contamination or Hazardous Materials which migrated from adjacent property, or which occurred after the termination of this Lease, if not the result of the Lessee's actions or omissions subsequent to the termination.

22.3 In the event of the termination of this Lease for any reason, the obligation of the Lessee to restore the Property according to this Lease, and the obligation to indemnify the Port set forth above, shall survive the termination.

23. GENERAL CONDITIONS.

23.1 NOTICES. Any notice given shall be deemed received three (3) days subsequent to deposit or such notice(s), properly addressed in the United States Mail, postage prepaid, sent by registered or certified mail or a nationally recognized courier service, return receipt requested, or in any other manner authorized by law:

Port: Port of Benton
3250 Port of Benton Boulevard Richland
Washington 99354
(509) 375-3060

Lessee: Women of Wisdom TriCities
1008 Allenwhite Dr
Richland, WA 99352
Attention: Chaune Fitzgerald, CEO

23.2 NONMERGER. If both Port's and Lessee's estates in the Property or the Improvements or both become vested in the same owner, this Lease shall nevertheless not be destroyed by application of the doctrine of merger except by the express election of the owner and the consent of the mortgagee or mortgagees under all mortgages existing upon the Property.

23.3 CAPTIONS AND TABLE OF CONTENTS. The Table of Contents of this Lease and the captions of the various paragraphs are for convenience and ease of reference only, and do not define, limit, augment or describe the scope, content or intent of this Lease or of any part or parts of this Lease.

23.4 EXHIBITS AND ADDENDA. All exhibits and addenda to which reference is made in this Lease are incorporated in the Lease by the respective references to them. References to "this Lease" include matters incorporated by reference.

23.5 SUCCESSORS. Subject to the provisions of this Lease on assignment and subletting, each

and all of the covenants and conditions of this Lease shall be binding upon and inure to the benefit of the heirs, successors, executors, administrators, assigns, and personal representatives of the respective parties. The Port agrees that if the Property is sold, assigned, or conveyed, except for any conveyance to the United States, the Port will place a provision in any conveyance making the conveyance subject to the terms and conditions of this Lease. The Port represents, that if this Lease is recorded, any subsequent conveyance of the Property by the Port will be subject to the terms of this Lease, with the exception of any conveyance to the United States.

23.6 BROKERS. Each party warrants and represents that it has not dealt with any real estate brokers or agents in connection with this Lease. Each party will indemnify and hold the other harmless from any cost, expense or liability (including costs of suit and reasonable attorneys' fees) for any compensation, commission, or fees claimed by any broker or agent in connection with this Lease.

23.7 NO UNREASONABLE WITHHOLDING OR DELAY OF CONSENT. Whenever this Lease requires the consent of either party to an action by the other, the party whose consent is requested shall not unreasonably withhold or delay its consent. Port's failure to respond with either approval or reasonable objection where required under this Lease within thirty (90) days of receipt of Lessee's request therefor shall be deemed Port's approval of such Lessee's request.

23.8 WARRANTY OF AUTHORITY. The persons executing and delivering this Lease on behalf of Port and Lessee each represent and warrant that each of them is duly authorized to do so and that the execution of this Lease is the lawful and voluntary act of the person on whose behalf they purport to act.

23.9 QUIET POSSESSION. The Port agrees that upon compliance with the terms and conditions of this Lease, the Lessee shall at all times have the right to the quiet use and enjoyment of the Property for the Term of this Lease and any extensions.

23.10 LEASE CERTIFICATION. Upon the request of the Lessee, the Port agrees to provide a written certification of the status of the Lease, to the best knowledge of the Port at the time of the certification, setting forth the following: i) whether the Lease is in full force and effect; ii) whether there have been any amendments or modifications to this Lease; iii) whether Lessee is current in the payment of the Rent and other charges under the terms of this Lease; iv) whether Port is aware of any default or breach on the part of Lessee.

23.11 NON-DISTURBANCE AND ATTORNMENT. This Lease shall be superior to any mortgage, deed of trust or other lien which may be placed on the Property after the Effective Date of this Lease. If a mortgage is placed upon the Property by Port, the Port shall deliver to Lessee a Non-disturbance and Attornment Agreement, in recordable form, which shall covenant that this Lease is superior to such mortgage or deed of trust, and provided the Lessee is not in default under the Lease, neither the Lease nor the Lessee's rights under the Lease shall be terminated by any sale, foreclosure, transfer, assignment or hypothecation of the Property.

23.12 PARTIAL INVALIDITY. If any provision of this Lease is held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.

23.13 GOVERNING LAW. This Lease and the performance thereof shall be governed, interpreted and construed according to the laws of the State of Washington and the venue for any action, including arbitration or mediation, shall be in Benton County, Washington.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, then parties have caused these presents to be executed by their duly authorized officers that day and year first above written.

PORT OF BENTON

WOW WOMEN OF WISDOM
TRICITIES

By: _____
Diahann Howard, PPM ®
Executive Director

By: _____
Chauné Fitzgerald
Its Duly Authorized Signatory

Date: _____

Date: _____

NOTARY ACKNOWLEDGEMENT – LESSOR

STATE OF WASHINGTON)
)ss
COUNTY OF BENTON)

On this day, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Diahann Howard, PPM ®** to me known to be the individual and **Executive Director** of the **Port of Benton** who 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 that he were authorized to execute the said instrument and that the seal affixed (if any) is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed this ____ day of _____, 2025.

Notary Public in and for the State of Washington,
Residing at _____
Commission expires: _____

NOTARY ACKNOWLEDGEMENT – LESSEE

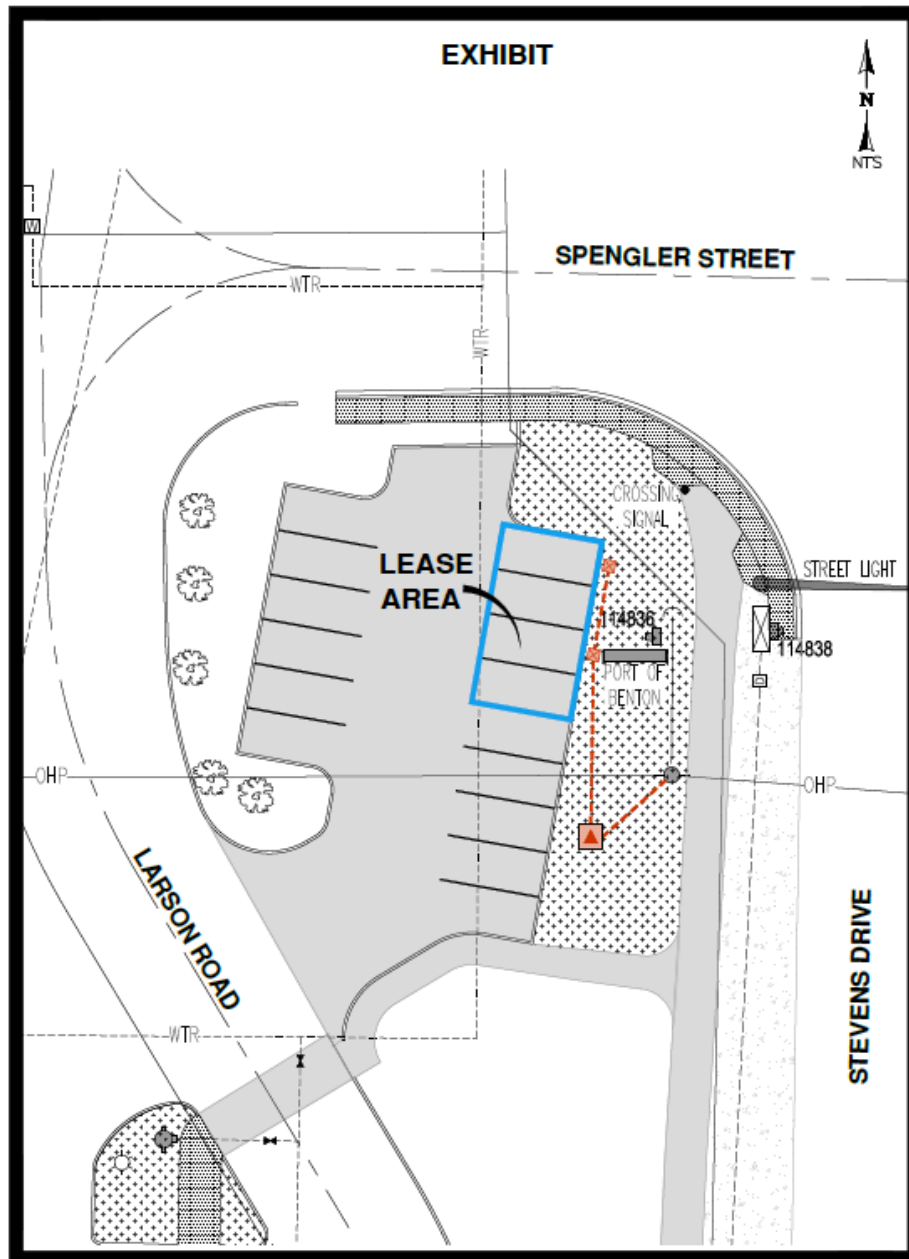
STATE OF _____)
)ss
COUNTY OF _____)

On this day, before me, the undersigned, a Notary Public in and for the State of _____, duly commissioned and sworn, personally appeared **Chauné Fitzgerald** to me known to be the _____ (title) of **WOW WOMEN OF WISDOM TRICITIES** who executed the foregoing 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 he/she is authorized to execute the said instrument and that the seal affixed (if any) is the corporate seal of said company.

WITNESS my hand and official seal hereto affixed this ____ day of _____, 2025.

Notary Public in and for the State of _____,
Residing at _____
Commission expires: _____

Attachment 1
Electrical Vehicle Charging Stations and
Infrastructure Lease Premises Only “Proposed
Lease Area”
Lease Premises Site Plan



Attachment 3
Memorandum of Electrical Vehicle Charging Towers and Ground Lease Agreement

[See Attached]

(Above 3" Space for Recorder's Use Only)

Upon Recording Return to:

WOW Women of Wisdom Tricities
745 The Parkway
Richland, WA 99352-4234
Site Name: 2345 Parking Lot

**MEMORANDUM OF ELECTRICAL VEHICLE CHARGING TOWERS AND GROUND
LEASE AGREEMENT**

This Memorandum of Ground Lease Agreement (this "**Memorandum**") evidences a Ground Lease Agreement (the "**Lease**") by and between the Port of Benton, a municipal corporation of the State of Washington, by and through its Board of Commissioners ("**Landlord**"), and WOW Women of Wisdom TriCities, a Washington nonprofit corporation ("**Tenant**"), dated _____, 2025 (the "**Effective Date**").

WITNESSETH:

WHEREAS, Landlord owns certain real property located in the City of Richland, County of Benton, State of Washington, a portion of which Landlord leases to Tenant (the "**Premises**"), which Premises is described on Exhibit A attached hereto.

WHEREAS, the Lease states the terms of that certain Ground Lease dated _____, 2025 (the "**Original Lease**") by and between Landlord and Tenant (or their predecessors-in-interest).

WHEREAS, the Lease, further provides as follows:

1. The Premises may be used exclusively by Tenant for erecting, installing, operating and maintaining Two Dual L3's 240 KW Electrical vehicle towers and related equipment; and

This Memorandum is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Lease. In the event of a conflict between the provisions of this Memorandum and the provisions of the Lease, the provisions of the Lease shall control. The Lease shall be binding upon and inure to the benefit of Landlord and Tenant and shall inure to the benefit of their respective successors and assigns, subject to the provisions of the Lease.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK, SIGNATURES BEGIN
ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this MEMORANDUM OF AMENDED AND RESTATED GROUND LEASE AGREEMENT as of the date last signed by a party hereto.

WITNESSES:

Name: _____

Name: _____

LANDLORD:

Port of Benton,
a municipal corporation of the State of Washington,
by and through its Board of Commissioners

By: _____
Name: Diahann Howard
Title: Executive Directors PPM ®
Date: _____

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on _____, 2025 by _____ (name of signatory), as _____ (title of signatory) of **Port of Benton**, a municipal corporation of the State of Washington, by and through its Board of Commissioners.

Notary Public

Printed Name: _____

My Commission Expires:

WITNESSES:

TENANT:

WOW WOMEN OF WISDOM TRICITIES
a Washington nonprofit corporation

Name:_____

By: _____
Name: _____
Title: _____
Date: _____

Name:_____

STATE OF FLORIDA
COUNTY OF PALM BEACH

This instrument was acknowledged before me on _____, 2025 by **Chauné Fitzgerald** (name of signatory), as _____ (title of signatory) of **WOW WOMEN OF WISDOM TRICITIES**, a Washington nonprofit corporation, on behalf of the company, who is personally known to me.

Notary Public

Printed Name: _____

My Commission Expires:

EXHIBIT A
(TO MEMORANDUM OF AMENDED AND RESTATED GROUND LEASE)

Premises

(may be updated by Tenant upon receipt of the final lease Site Premises from Tenant's title and/or survey)

RESOLUTION 25-34

A RESOLUTION OF THE PORT OF BENTON AUTHORIZING THE SECOND AMENDMENT TO THE DEVELOPMENT PLAN FOR DFP, LLC

WHEREAS, the Port of Benton entered into a Real Estate Purchase and Sale Agreement (“Agreement”) with DFP, LLC on May 14, 2024, for the sale of approximately 1.04 acres of land located in the Richland Business Park; and

WHEREAS, the Agreement includes a Development Plan (Exhibit C) as required under RCW 53.25.160 and 53.25.170, and Section 7.2(b) of the Agreement outlines the obligations of the Purchaser regarding public utility infrastructure improvements and reimbursement terms; and

WHEREAS, a First Amendment to the Development Plan was approved on April 9, 2025, extending the submission deadline to July 31, 2025; and

WHEREAS, the Purchaser has requested a Second Amendment to the Development Plan to extend the submission deadline to December 31, 2025, revise the reimbursement amount, and update the status of utility work and related deliverables;

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

1. The Port of Benton hereby approves the **Second Amendment to the Development Plan** for DFP, LLC, which includes:
 - Extension of the Development Plan submission deadline to **December 31, 2025**.
 - Revision of the utility cost reimbursement amount to **50% of \$123,330.81**, totaling **\$61,665.41**.
 - Authorization for a **partial payment of 60%** of the Port’s share, with the remaining balance payable upon full completion of required items.
 - Waiver of the requirement for **pre-notification of cost overruns exceeding \$55,000**.
 - Acknowledgment of the current status of utility work as outlined in the Amendment.
2. The Executive Director is authorized to execute the Second Amendment and take all necessary actions to implement the terms therein.

DATED AND SIGNED at Richland, Washington on this 10th day of September 2025.

Scott D. Keller, President

Lori Stevens, Vice President

Roy D. Keck, Secretary

**SECOND AMENDMENT/MODIFICATION
TO
THE DEVELOPMENT PLAN**

THIS IS A SECOND AMENDMENT ("Amendment") to the Development Plan attached as Exhibit C to the Real Estate Purchase and Sale Agreement (hereafter "Agreement") entered on the 14th day of May 2024, by and between:

PORT OF BENTON, a municipal corporation of the State of Washington, as the "Seller".

DFP, LLC, a limited liability company of the State of Washington, as the "Purchaser(s)".

WHEREAS, a First Amendment was executed on April 9, 2025, to extend the Development Plan submission date to July 31, 2025;

NOW THEREFORE, it is hereby agreed between the parties that the Agreement shall be amended as follows:

I. Amendment to Development Plan (Exhibit C) and incorporating Section 7.2(b) of the Purchase and Sale Agreement.

All existing language the Agreement will remain the same except for:

- The Development Plan Submission deadline shall be extended from July 31, 2025, to December 31, 2025. This is the final extension. If the project is not completed by this date, the reimbursement becomes null and void.
- The requirement for pre-notification of any cost that exceed \$55,000 with Commission Approval is hereby waived.
- The Utility Cost reimbursement amount shall be amended to 50% of \$123,330.81, resulting in the Port's share being \$61,665.41.
- The Port will make a partial payment of 60% of its total share of \$61,655.41, with the remaining balance payable upon full completion of all required items. If the December 31, 2025 deadline passes without completion, the remaining balance will not be reimbursed.

II. Status of Utility Work (Section 7.2(b) Items)

- (f) Purchaser has extended the waterline approximately 215 LF but has not provided as-builts drawings.
- (g) Purchaser has completed the sewer line but has not provided as-built drawings or conveyed the required 10' sewer line easement to the City of Richland.
- (h) This item is no longer required. The City of Richland declined the use of the storm pond without a maintenance agreement. Purchaser retains storm on their own site.
- (i) Purchaser has completed the electrical utility extension from behind 2521 Stevens Drive but has not provided as-builts drawings or conveyed the required 10' Utility Easement to the City of Richland.

III. Except as specifically amended herein, all of the terms and conditions of the Agreement shall remain in full force and effect.

This Amendment shall be effective on the date last executed by the parties hereto (the "Effective Date").

SELLER:

Port of Benton
A Washington state municipal corporation

By: _____
Printed Name: Diahann Howard PPM ®
Title: Executive Director
Date: _____

PURCHASER:

DFP, LLC
A Washington limited liability company

By: _____
Printed Name: Aaron DeWitt
Title: President
Date: _____

By: _____
Printed Name: Brad DeWitt
Title: Manager
Date: _____

NOTARY ACKNOWLEDGEMENT - SELLER

State of Washington)

ACKNOWLEDGEMENT

County of Benton)

On this day personally appeared before me DIAHANN HOWARD 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: _____

ACKNOWLEDGEMENT - PURCHASER
LIMITED LIABILITY COMPANY

State of Washington)

ACKNOWLEDGEMENT

County of _____)

On this day personally appeared before me Aaron and Brad DeWitt to me known to be OWNER/PRESIDENT of DFP, LLC the limited liability company that executed the foregoing instrument and whom acknowledged said instrument to be the free and voluntary act and deed of said limited liability for the use and purpose therein mentioned, and on oath stated he is authorized to execute the said instrument for said company.

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 25-35
A RESOLUTION CONFIRMING FOR THE WASHINGTON STATE DEPARTMENT
OF TRANSPORTATION (WSDOT) AVIATION DIVISION THAT THE PORT OF
BENTON COMMITS TO PROVIDING MATCHING FUNDS FOR THE WSDOT
AVIATION AID GRANT FOR DESIGN SERVICES RELATED TO THE APRON
RECONFIGURATION PROJECT AT RICHLAND AIRPORT

WHEREAS, the Port of Benton operates Richland Airport, a general aviation airport; and

WHEREAS, the Port is receiving a grant from the Federal Aviation Administration (FAA) to fund the design of a project to reconfigure the existing main apron at Richland Airport; and

WHEREAS the grant from the FAA will fund 95% of the estimated \$186,761 for the Richland Airport Apron Reconfiguration Design Project; and

WHEREAS, the WSDOT Aviation Division has conditionally approved an Airport Aid grant to fund the design of a project to reconfigure the existing main apron at Richland Airport; and

WHEREAS the grant from the WSDOT Aviation Division would fund 2.5% of the estimated \$186,761 for the Richland Airport Apron Reconfiguration Design Project; and

WHEREAS, the Port of Benton's 2025-2026 budget, as approved by the Port Commission, includes matching funds for 2.5% of the estimated \$186,761 for the Richland Airport Apron Reconfiguration Design Project; and

WHEREAS, the application for the Airport Aid grant requires a resolution indicating the Port Commission's support for the project.

NOW, THEREFORE, BE IT RESOLVED BY THE PORT OF BENTON that the recitals set forth above are adopted as findings supporting the action of the Port Commission in adopting this resolution.

BE IT FURTHER RESOLVED that the Port Commission supports the Richland Airport Apron Reconfiguration Design Project, confirms that local matching funds have been appropriated for this project, and authorizes the Port to apply for grant funding through the WSDOT, Aviation Division.

DATED AND SIGNED at Richland, Washington, on this 10th day of September 2025.

Scott D. Keller, President

Lori Sevens, Vice President

Roy D. Keck, Secretary

RESOLUTION 25-36

A RESOLUTION OF THE PORT OF BENTON ESTABLISHING A CAPITAL ASSET POLICY

WHEREAS, the Port of Benton is committed to maintaining accurate financial records and ensuring responsible stewardship of public resources; and

WHEREAS, the Port of Benton has previously managed Capital Assets through administrative procedures and practices; and

WHEREAS, the establishment of a Capital Asset Policy is essential to provide consistent guidance for accounting for the cost of acquisition, depreciation, and disposal of capital assets; and

WHEREAS, the Port of Benton deems it necessary to formalize the prior administrative procedures and practices into formal policy; and

WHEREAS, this policy is designed to ensure sound and effective financial management and reporting guidelines for the benefit of the Port; and

WHEREAS, such a policy will support compliance with applicable accounting standards.

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

1. The attached Capital Asset Policy is hereby adopted.
2. The effective date for this policy shall begin with the fiscal year ending December 31, 2025.
3. The Capital Asset Policy shall be reviewed periodically and updated as necessary to reflect changes in regulations, standards, or operational needs.
4. The Executive Director or his/her designee shall adopt such procedures as may be necessary or desirable to implement the provisions of this resolution.

THIS RESOLUTION OF THE PORT OF BENTON ADOPTED by the Commission at its regular meeting held this 10th day of September 2025.

Scott D. Keller, President

Lori Stevens, Vice President

Roy D. Keck, Secretary

| | |
|--------------------|-----------------------------|
| Policy Name | Capital Asset Policy |
| Policy Number | FIN-007 |
| Effective Date | 01/01/2025 |
| Resolution No. | 25-36 |
| Administered By | Finance |

Revision History

| Description | Approval Date | Summary of Changes |
|------------------|---------------|--------------------|
| Initial Adoption | 09/10/2025 | Initial Adoption |
| | | |

Purpose:

This policy will serve as guidelines for capitalization of major expenditures related to the acquisition, construction and modification of tangible and intangible assets, and for the depreciation or amortization of such assets. This policy seeks to promote consistent and proper accounting for the Port assets and expenditures in conformity with Generally Accepted Accounting Principles (GAAP). This policy also seeks to define those costs that are to be capitalized to properly reflect the costs of the asset during its useful life.

About Capital Assets:

"Capital Assets" include both tangible and intangible assets, as well as Right-of-Use assets.

- Tangible assets have a value and life above the required capitalization threshold and are used in operations. Tangible assets include land, improvements to land, buildings, equipment, rail improvements, development projects, infrastructure development, and construction work in progress.
- Intangible assets lack physical substance. Examples of intangible assets include computer software, water rights, timber rights, patents, and trademarks. Intangible assets do not generally wear out but may have limited economic lifespans.
- Right-of-Use (ROU) assets represent the value of a leased asset that a company has the right to use during the lease term, including software as a service. ROU assets can also include license agreements, easements and similar arrangements. ROU assets are first evaluated subject to GASB 87 Leases and GASB 96 Subscription Based Information Technology Agreements (SBITA). If ROU is subject to GASB 87 or 96, those accounting standards will apply first. If GASB 87 or 96 does not apply to the ROU asset, then the ROU will be evaluated consistent with this Capital Policy.

Responsibilities

The Executive Director designates and authorizes the senior financial representative (i.e. Director of Finance, CFO, etc.) to be responsible for the accounting treatment for capital expenditures. The Finance Department will be responsible for reviewing and approving the creation of a fixed asset record for assets meeting the asset capitalization criteria.

The Finance Department will also review the status of work-in-process projects and evaluate whether project spending meets the capitalization criteria and determine when the asset is placed in service and when depreciation commences.

Capitalization Threshold:

It is the policy of the Port to capitalize assets as follows:

For tangible and intangible assets:

- The cost exceeds \$10,000.
- The asset has an expected useful life of greater than one year.
- If a system, tool, equipment or similar asset is built and the total costs added together exceed \$10,000 (i.e., the cost of individual components do not exceed \$10,000 but the system as a whole exceeds \$10,000), then the total cost will be capitalized if it meets the following criteria:
 - It is a part of a group of interdependent items that form a single operational asset.
 - It is intended to be used with other components over the life of the asset.
 - It is needed to make the system usable for its intended purposes.
- Bulk purchases. According to GASB guidance, some assets individually may fall below the capitalization threshold but may be purchased in large quantities. The Port will evaluate such purchases on a case-by-case basis. For example, replacing chairs in a conference room that exceeds \$5,000 in total will generally be expensed when incurred. However, if this is part of a larger conference room remodel or improvement will generally be capitalized. The determination of the accounting treatment will be documented.

Ancillary Costs

All costs associated with placing an asset in service will be capitalized and depreciated/amortized over the life of the underlying asset. However, minor ancillary costs, not measurable or known at the time that a fixed asset is recorded in the authorized property management system, are not required to be capitalized.

Ancillary costs include such items as:

For buildings and improvements other than buildings:

- Professional fees of architects, attorneys, appraisers, financial advisors, transactional costs, etc. once the project has moved beyond just the preliminary investigation and planning stages.
- Permitting and inspection fees,
- Costs of fixtures permanently attached to a building or structure.
- Any other costs necessary to place a building, development or property into its intended state of use.
- The cost of the land should be valued and treated as a separate cost apart from the building.
- Consideration should be given to identification of certain parts of a building if it is expected that they may have a different useful life than the building and the cost of those parts can reasonably be determined.

For furnishings and equipment:

- Transportation/shipping charges (which includes loading/unloading charges if separate)
- Sales/use tax as well as any other applicable taxes
- Initial assembly/installation/configuration costs needed to make the asset operational as intended. Any subsequent installation/configuration costs incurred after asset is placed in service will be expenses when incurred unless otherwise justified as to why it should be capitalized.

- Any accessories, additional components, add-ons, etc. incurred at time of purchase or reasonably close to time of purchase will be capitalized as part of the initial purchase. Components added after asset is placed in service will be evaluated based on the capitalization limit at that time. For example, if a vehicle is purchased from a dealer and shortly thereafter safety lights are added to the vehicle, the cost of those lights will be added to the initial acquisition cost. However, if the lights are added much later, they will be capitalized only if they meet or exceed the capitalization threshold. Otherwise they will be expensed when incurred.
- Any other normal or necessary costs required to place the asset in its intended state of operation.
- The cost of maintenance, support and similar agreements for purchased assets are expensed and not to be charged to a capital project.

For Land

- Land cost
- Legal and surveying fees
- Title fees and other closing costs
- Appraisal and negotiation fees
- Site engineering, planning, designing, architecture and other similar fees
- Permit and inspection fees.
- Site preparation costs (i.e., clearing, grading, drainage, landscaping, etc.)
- Costs related to demolition of unwanted structures.
- Any other costs directly attributable to the initial land purchase and preparation for its intended use
- Costs incurred after the initial land purchase will be evaluated on a case-by-case basis to determine if it should be part of the initial land capital asset, be treated as a separate capital asset or expensed as incurred.

Other Assets

Right-of-Use (ROU) Assets

- ROU assets acquired through a lease or through a subscription agreement are considered to be capital assets. These will be first evaluated in accordance with GASB 87 and GASB 86.
- If GASB 87 or 96 does not apply, the ROU asset will be analyzed on a case-by-case basis consistent with the economic terms of the underlying agreement.

Leasehold Improvements.

- Leasehold Improvements to property the Port currently leases to third parties should be separately identified and given a life that corresponds to the life of the lease if it is estimated that the improvement has no value to a subsequent tenant.
- Accounting treatment for improvement to the port's property depends on the following fact pattern (as long as it meets the capitalization threshold).

| Ownership of TI asset | Construction performed by | Reimbursed /Paid by | Capital Asset | Accounting treatment | |
|--------------------------|------------------------------|------------------------|------------------|-------------------------|-------------------|
| | | | | Revenue | Expense |
| Port | Port | Port | Yes | No | No |
| Port | Tenant | Port | Yes | No | No |
| Port | Port | Tenant | Yes | Capital Contribution | No |
| Tenant | Tenant | Tenant | No | No | No |
| Tenant | Tenant | Port | No | Reduction to revenue | No |
| Tenant | Port | Tenant | No | Non- Operating | Non- Operating |

Demolition/removal of old buildings or structures:

- Demolition of an existing building done with the intention of building a new building will be capitalized as part of the building cost of the new building.
- Demolition of a building with no immediate plans to replace the building will be expensed when incurred.

Repair & Maintenance

The Port has a responsibility to adequately maintain Port assets. Expenditures that retain the value of an existing asset should be classified as repair and maintenance expenditures. In most cases, the Port repairs or replaces components of an individual asset in order to maintain the original useful life of the capital asset. Any outlay that does no more than return a capital asset to its original condition, regardless of amount, should be classified as maintenance and repairs.

Examples of repair and maintenance include items such as, but not limited to, the following:

- Normal interior and exterior painting
- Repairing a portion of a roof
- Flooring replacement due to normal wear and tear
- Patching/repair of a leaking pipe, faulty line, etc.

Improvements/Betterments/Modifications

Major repairs will be capitalized if they result in improvements, betterments, or modifications to the Port's capital assets. To the extent that a project replaces the "old" part of a capital asset, outlays will not be capitalized; and to the extent that the project is betterment/improvement, outlays will be capitalized.

Larger assets such as major pieces of equipment, water or sewer lines, and many buildings are often modified to increase their lifetime or usefulness. Modifications may include partial additions or

deletions, major repairs, component replacement (new roof, heating system, lighting replacements), energy efficiency improvements, etc.

Any improvement that increases an asset's value, capacity or materially extends its life will be capitalized.

Depreciation/Amortization:

The purpose of depreciation and amortization is to allocate capitalized costs over the estimated useful life of the capitalized asset providing benefits/services to the Port's operation. Depreciation or amortization begins in the accounting month that follows the month that the asset is placed into service.

Depreciation or amortization will be based on the assets estimated useful life. The Port uses a fixed asset estimated useful life table to determine the useful life of an asset but may also consider other factors, such as the following:

- Materials and construction: asset life varies based on materials and construction (wood versus metal structure)
- Specific use: same asset but usage differs may result in different life (certain roads may deteriorate quicker because of higher volumes of traffic)
- Physical Environment: Climatic condition (erosion experienced at one berth may differ from erosion at another berth)
- Technology: certain assets become obsolete because of changes in technology
- Regulatory environment: certain assets may be replaced earlier due to regulatory requirements.
- Contractual requirement: leasehold improvement made by the Port as a lessee must be depreciated over the shorter of the lease term or useful life

The Port should not depreciate tangible assets reported in the following major asset types:

- Land
- Construction work in progress
- Easements
- Remediation/Habitat/Open Space

Expected Useful Life of Assets

All assets are depreciated using the straight-line method of depreciation. The Port will generally use the IRS Publication 946 Table of Class Lives and Recovery Periods or as such publication is updated, modified, or amended, to determine the life of acquired assets. Guidance from other sources may also be used for specialized or non-standard items.

The estimated life of acquired assets are assigned in the following manner:

| Asset Type | Estimated Service Life (Years) |
|-----------------------------------|-------------------------------------|
| Buildings | 20 – 50 |
| Improvements other than buildings | 20 – 40 |
| Furniture & Fixtures | 5 – 10 |
| Cars | 5 – 10 |
| Vans, Trucks, Trailers | 5 – 20 |
| IT Equipment | 3 – 10 |
| Infrastructure | 10 – 50+ |
| Machinery & Equipment | 5 – 20 |
| Intangible Assets | TBD – based on underlying agreement |

Revision of Expected Useful Life

The State of Washington Office of State Auditor Accounting Guidance (GAAP) Public Utility Districts and Other Proprietary-Type Districts manual, states “As [the] District uses its capital assets, it may need to revise the expected useful life of some of them. Any such changes should be applied prospectively; that is, the rate should be recalculated based on the remaining useful life at the time of the revision, and the new rate should be applied in the present and future accounting periods. No changes should be made to financial records of previous years for revised estimates.”

The Port will re-assess the initial estimated life of the asset in the fiscal year the asset reaches 50% of its estimated life. At that time, if the estimated remaining life is expected to be materially different than the original estimate, a revised estimated life will be determined and the remaining depreciation will be allocated over that useful life.

It is recognized that estimating a useful life is a management estimate and will be evaluated based on its overall reasonableness and materiality. It is understood that actual asset lives will be different than an estimated useful life for depreciation purposes. A good faith estimate at the time of initial depreciation and at the midpoint of depreciation represents a reasonable management estimate that will result in financial reporting that is materially correct. When the actual life of a depreciated assets exceeds the estimated useful life, the resulting financial statements are reflected in a more conservative manner in that depreciation expense is recognized over a shorter period of time.

Disposal of Surplus Items

Before an asset is sold or otherwise disposed of, it must first be determined if the asset had originally been purchased with grant monies. If this is the case, the Port must refer to the grant agreement and follow prescribed procedures for disposition.

Items sold, traded-in, disposed of or surplusd will be depreciated through the month that the asset was taken out of service. The difference between the sale, trade-in or surplusd value and the net book value will be recorded as a gain or loss on sale of asset and reported as a non-operating item consistent with GAAP, GASB, and SAO guidelines.

Miscellaneous

This policy will likely not address all situations and scenarios that may arise. For situations not specifically addressed in the policy, the Finance & Accounting Department will perform additional research of authoritative guidance, research other common practices and approaches and seek expert guidance, including the SAO Help Desk to arrive at a reasonable conclusion. The rationale for such decisions will be properly documented. For decisions regarding capital assets valued at more than \$50,000, the Executive Director will also approve the decision.

Financial Reporting Disclosure:

The Port will follow guidance and requirements as specified by GAAP, GASB as well as the Washington State Auditors Office for Financial Statement Reporting and Disclosures.

Definitions

Assets. All land, buildings, improvements, infrastructure, permanent works of art and historic collections, and equipment purchased, donated, constructed, or acquired by the Port.

Fixed Assets. Fixed assets are tangible, non-consumable items including, but not limited to land, buildings, machinery, equipment, and vehicles owned by the Port valued at \$5,000 or more with a life expectancy of over one year. The value of the fixed asset includes the purchase price plus sales tax, as well as costs to acquire (shipping and handling), install (excluding site preparation costs), secure, and prepare an item for its intended use. The original purchase of a software program is considered a fixed asset if it meets the \$5,000 threshold established above. Improvements to an existing asset that extends the life of the asset are capitalized and depreciated over the remaining useful life of the related asset.

GAAP. Generally Accepted Accounting Principles, established and maintained by the Financial Accounting Standard Board (FASB).

GASB. Governmental Accounting Standards Board. GASB is the independent, private- sector organization that establishes accounting and financial reporting standards for U.S. state and local governments that follow Generally Accepted Accounting Principles (GAAP). The GASB standards are recognized as authoritative by state and local governments, state Boards of Accountancy, and the American Institute of CPAs (AICPA). GASB develops and issues accounting standards through a transparent and inclusive process intended to promote financial reporting that provides useful information to taxpayers, public officials, investors, and others who use financial reports.

Infrastructure. Roads, bridges, water lines, sewers, drainage systems, rail track and crossings, and airport systems (i.e. runway lights, taxi lanes, etc.).

SAO. Washington State Auditors Office.

RESOLUTION 25-37

A RESOLUTION OF THE PORT OF BENTON ESTABLISHING A GASB 96 SUBSCRIPTION BASED INFORMATION TECHNOLOGY AGREEMENT (SBITA) POLICY

WHEREAS, the Governmental Accounting Standards Board (GASB) issued Statement No. 96 to provide uniform guidance for the accounting and financial reporting of Subscription-Based Information Technology Arrangements (SBITAs) for governmental entities; and

WHEREAS, GASB 96 requires the recognition of a right-to-use subscription asset and a corresponding subscription liability for qualifying SBITAs, along with appropriate capitalization of implementation costs and disclosure requirements; and

WHEREAS, the Port of Benton seeks to ensure compliance with GASB 96 and maintain transparency, consistency, and accuracy in its financial reporting practices; and

WHEREAS, the objective of the attached accounting policy is to establish consistent procedures for accounting for SBITA transactions in accordance with the Governmental Accounting Standards Board (GASB) Statement No. 87, Leases. It also ensures Port of Benton's process for assessment of the Port's position as lessee in its implementation of GASB 87.

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

1. The attached GASB 96 Subscription-Based Information Technology Agreement Policy is hereby adopted.
2. The effective date for this policy shall begin with the fiscal year ending December 31, 2025.
3. The Executive Director or his/her designee shall adopt such procedures as may be necessary or desirable to implement the provisions of this resolution.

THIS RESOLUTION OF THE PORT OF BENTON ADOPTED by the Commission at its regular meeting held this 10th day of September 2025.

Scott D. Keller, President

Lori Stevens, Vice President

Roy D. Keck, Secretary

| | |
|--------------------|--|
| Policy Name | GASB 96 – Subscription-Based Information Technology Agreements Policy |
| Policy Number | FIN-006 |
| Effective Date | 01/01/2025 |
| Resolution No. | 25-37 |
| Administered By | Finance |

Revision History

| Description | Date | Summary of Changes |
|------------------|------------|--------------------|
| Initial Adoption | 09/10/2025 | Initial Adoption |
| | | |

Background:

In recent years, subscription-based information technology arrangements (SBITAs) have become an increasingly common method for organizations to access and use software to perform their operations. SBITAs provide a flexible and cost-effective solution for governments without the upfront costs associated with traditional software licenses. Rather than purchasing software outright, government entities can subscribe to software services from vendors for a specified period, typically one year or more, paying for the service on a recurring basis.

SBITAs often include additional benefits like automatic software updates, data backup and recovery, and technical support. Given the increasing prevalence of SBITAs, it is important for governments to understand the accounting and reporting implications for these arrangements to ensure that SBITAs are accurately reflected in the financial statements.

In May 2020, the Governmental Accounting Standards Board (GASB) issued Statement No. 96, Subscription Based Information Technology Agreements (SBITS) which establishes a definition for SBITAs and provides uniform guidance for accounting and financial reporting of transactions that meet that definition. The definitions and requirements are very similar to those for GASB 87, Leases. This new standard will improve the comparability, relevance, and reliability of financial statements.

GASB 96 applies to government agencies who are currently using information technology (IT) software such as Office 365, Adobe, Zoom, and others as specified in their contracts. GASB 96 applies to all contracts meeting the definition of a SBITA, unless specifically excluded. As defined in GASB 96, a SBITA is a contract that conveys control of the right to use another party's (a SBITA vendor's) IT software, alone or in combination with tangible capital assets (with underlying IT assets), as specified in the contract for a period of time in an exchange or exchange-like transaction

Prior to the implementation of GASB 96, expenses related to all Software Contracts were either recorded as an expense or capitalized based on the contractual amount per the Port's internal capitalization criteria. Under GASB No. 96, all software contracts meeting the Statement's criteria must report a SBITA liability and an intangible "right to use" asset. Additionally, essential information about the arrangements must be disclosed in the financial statements.

Initial GASB Implementation Recognition:

In accordance with GASB 96, initial subscription asset and liability recognition will be as of January 1, 2023. The Port did not include additional outlays or additional implementations in the capital value outside of those already getting recorded as capital assets.

This Policy and the resulting calculations became effective for the financial reporting period beginning January 1, 2025.

Purpose:

This Policy establishes the standards for SBITA's applicable to the Port for recording subscription assets and liabilities in the Port's financial statements.

This policy provides guidance about when it is appropriate to capitalize SBITAs and describes the measurement and accounting treatment of SBITAs under GASB 96.

Accounting Overview:

The Port has established a capitalization threshold of \$25,000 for SBITAs (SBITA capitalization threshold) that are subject to GASB 96. SBITAs whose payments in aggregate during the subscription term are below this threshold will not be capitalized, as the Port has determined that such IT arrangements are not material to its financial statements.

The capitalization threshold will be adjusted as conditions warrant to ensure compliance with GASB 96 and any subsequent amendments.

For SBITA contracts with a term greater than one year and that exceed \$25,000 threshold over the subscription term, the following will be recorded.

| | Liability | Asset |
|-------------------------------|--|---|
| Commencement of Subscription* | Record Subscription Liability equal to present value of subscription payments (fixed payments, variable payments that depend on a rate, and variable payments that are fixed in-substance) | Record Subscription Asset equal to Subscription Liability plus capitalizable initial implementation costs plus payments made to SBITA vendor at contract commencement |
| Subsequent Periods | Reduce Subscription Liability as payments are made for portion related to principal. Record Interest expense annually. | Record amortization expense and allowance for amortization on subscription asset over the subscription term using straight-line method |

* - The subscription term begins when the subscription asset is placed into service. This occurs when (1) the initial implementation stage is completed and (2) the Port has obtained control of the right to use the underlying IT assets.

Initial Implementation Stage expenses are capitalizable. These activities include ancillary charges to design the chosen path, such as configuration, coding, testing and installation. It does not include training. Training will be expensed as incurred.

1. GASB 96 requires the Port to recognize a subscription liability and an intangible asset representing the Port's right to use the subscription asset at the commencement of the subscription term.
2. GASB 96 requires the Port to measure its subscription liability as the present value of all payments expected to be made during the subscription term.
3. Variable payments based on future performance of the Port, usage of the underlying IT assets, or number of user seats should be expensed as incurred and not included in the measurement of the subscription liability.
4. The Port will calculate the amortization of the discount on each subscription liability in subsequent financial reporting periods, and report that amount as interest expense.
5. The Port should assess each subscription liability annually for changes to the contract price, lengthening or shortening the subscription term, change in interest rate charged by the SBITA vendor, adding or removing underlying IT assets, or other factors that may impact the expected subscription payments. Subscription amendments and other modifications could necessitate remeasuring the subscription liability. The subscription liability should not be re-assessed for solely a change in index or rate used to determine variable payments. However, if any of the conditions listed above are present and significant, the index or rate should also be updated during the remeasurement.
6. The subscription asset should be measured at the amount of the initial measurement of the subscription liability, plus any payments made to the SBITA vendor at or before the commencement of the subscription term and any capitalizable initial implementation costs.
7. Payments made before the commencement of the subscription term to the SBITA vendor, payments made during the capitalizable initial implementation stage, and costs before the commencement of the subscription term, reduced by any incentives received should be reported as a prepayment. The prepayment should be reclassified as an addition to the subscription asset's initial measurement at term commencement.
8. The Port will generally report amortization expense for the subscription asset over the shorter of the term of the subscription or the useful life of the underlying IT assets. This amortization expense may be reported with depreciation expense for capital assets.
9. Activities associated with a SBITA, other than making subscription payments, are grouped into the following stages and their costs are accounted for accordingly.

| Stage | Activities | Accounting |
|--|---|---|
| Preliminary Project Stage | Conceptual formulation, evaluating alternatives, determining needed technology, and final selection. | Expensed as incurred |
| Initial Implementation Stage | All necessary charges to place the subscription asset into service, including design, configuration, coding, testing, and installation. | Capitalized, except for short-term SBITA |
| Operation and Additional Implementation Stage | Subsequent implementation activities: maintenance, troubleshooting, and other activities for ongoing operations. | Expensed as incurred, unless meets capitalization criteria ⁴ |
| All Stages | Training | Expensed as incurred |

Monitoring:

The Finance & Accounting Department will monitor Port SBITAs and assess compliance with the minimum standards of the rule.

Exceptions

A contract is GASB 96 relevant and will be valued unless it meets any of the following exceptions:

- Contracts that have a maximum possible term of 12 months or less.
- Contracts that include a combination of software and tangible capital assets that meet the definition of a lease in GASB 87 in which the software portion is insignificant compared to the tangible capital assets (e.g., a leased computer with operating software).
- Contracts that provide a perpetual license to use a vendor's software (covered by GASB 51).
- Governments providing software and tangible capital assets to other entities for use.
- Public-Public or Public-Private partnerships (covered by GASB 94).
- SBITAs also exclude contracts that only provide IT Support Services and/or maintenance that does not include the right to use an underlying IT asset.

Threshold:

The Port will capitalize SBITA's valued \$25,000 or greater at the time the SBITA agreement is entered into.

Term:

The life and value of the subscription asset and liability should be based on the life of the agreement, including any reasonably certain renewal periods or periods in which it is reasonably certain that options to terminate the agreement will not be exercised. Periods cancelable by both parties will not be included in the term. Contracts with auto renewal periods alone are considered cancelable.

Discount Rate:

The discount rate utilized for GASB 96 will be the same as calculated and used for GASB 87 – Leases.

Subscription Liability:

The subscription liability is initially measured as the present value of subscription payments expected to be made during the subscription term. Subscription payments are discounted at the implicit rate when known; if unknown, the rate being utilized for the Port's GASB 87 calculation will be used, unless an exception is documented.

The subscription liability is equal to the present value of:

- Fixed Payments
- Variable payments that depend on an index or a rate, measured using the index or rate as of the commencement of the subscription term.
- Variable payments fixed in amount.
- Payments for penalties for terminating the SBITA, if the subscription term reflects the Port's exercising (1) an option to terminate the SBITA or (2) a fiscal funding or cancellation clause.
- Subscription contract incentives receivable from vendor
- Any other payments to the vendor associated with the SBITA that are reasonably certain of being required.

The discount on the subscription liability is amortized over subsequent accounting periods. The amortization is calculated using the effective interest method, which results in a constant periodic interest rate applied to the outstanding balance of the subscription liability. The effective interest rate is calculated at the inception of the subscription liability and is based on the discount rate used to measure the liability, adjusted for any changes in the liability's expected cash flows.

Subscription Assets:

The subscription asset is measured at the commencement of the subscription term, which occurs when the initial implementation stage is completed, and the Port has obtained control of the right to use the underlying IT assets.

The subscription asset is recognized and initially measured as follows: The initial subscription liability amount

+ Payments made to the SBITA vendor at or before commencement of the subscription term

+ Capitalizable implementation costs

- Incentives received from the SBITA vendor at or before commencement of the subscription term

= Subscription Asset amount

The subscription asset should be amortized in a systematic and rational manner over the shorter of the subscription term or the useful life of the underlying IT assets. The amortization of the subscription asset begins at the commencement of the subscription term and is reported as an outflow of resources (e.g., amortization expense), which may be combined with depreciation expense related to other capital assets for financial reporting purposes. The amortization of the subscription asset is calculated using the straight-line method, which results in a constant periodic amortization amount over the subscription term.

The periodic amortization amount is calculated as the initial measurement of the subscription asset, less any residual value, divided by the shorter of the subscription term or the useful life of the underlying IT assets. The amount of the subscription asset recognized during the reporting period, the amount of accumulated amortization, and the remaining useful life of the subscription asset should be disclosed in the financial statements.

No asset will be recorded for terms less than or equal to 12 months.

Amortization:

Amortization of the subscription asset will begin once the government has obtained control of the software and the software is available for use, meaning the subscription term begins and the implementation phase is complete. If payments have started but the software is not configured and usable for the Port, such payments would be prepayments or implementation costs.

Outlays Other Than Subscription Payments:

| Stage | Stage Description | Capital – Yes / No |
|---|---|--------------------|
| Preliminary Project Stage | Evaluating alternatives, determining needed technology, and selecting a SBITA vendor. | No |
| Initial Implementation Stage | Ancillary charges necessary to place the subscription asset into service. Should have funding committed, feasibility determined, and service objective clear prior to capitalizing. | Yes |
| User acceptance testing | Validating operability of software based on contract terms | Yes |
| End User Training | Training end users of the software | No |
| Operation | Maintenance of the software | No |
| Additional Implementation Stage – New modules/ increased functionality or increased level of service. | Implementation causing a significant amendment; above threshold, to the licensing cost in the agreement. | Yes |

Remeasurement:

The Port will remeasure a subscription asset and liability when an amendment results in a change in term or amount over the Port's capitalization threshold.

Record Retention:

- Subscript asset, liability, and amortization records shall be maintained in accordance with Generally Accepted Accounting Principles (GAAP) under the direction of the Finance & Accounting Department.
- SBITA records shall be retained, even after a subscription ends, in accordance with retention schedules established by the Port, consistent with State of Washington retention requirements.

Financial Reporting Disclosure:

The Port will follow guidance and requirements as specified by GASB as well as the Washington State Auditors Office for each reporting year.

Definitions

“Cancelable periods”: Periods in which both the Port and the SBITA vendor have an option to terminate the SBITA without requiring the permission of the other party (or if both parties have to agree to extend).

“Discount Rate”: The subscription payments should be discounted using the rate the SBITA vendor charges the government. This may be a rate stated in the contract (if it’s a reasonable rate) or the implicit rate can be estimated. Most frequently, the rate is not specified in the contract. If the implicit rate is not identified, the Port will utilize the same Discount Rate as utilized for GASB 87 Lease calculations.

“Noncancelable period”: The period of a contract during which the contract cannot be terminated without the consent of the other party.

“Noncancelable right” are the periods reasonably certain to be exercised, not including periods where both the Port and the vendor can terminate without the others permission. Month-to-month, year-to-year, auto renewal periods and holdover periods will not be included. Provisions for non-payment would not impact periods included.

“Perpetual License” are indefinite, whereas SBITAs are for a finite period of time. With a perpetual license, the software is directly downloaded onto the Port’s computer or servers. After the software is paid for, the Port will never lose access to the software (it can be accessed perpetually). In this scenario, the vendor may cease supporting or improving the software at some point, but the Port will still retain the right to use.

“Remeasurement”: Governments are required to remeasure (recalculate) the subscription liability in the following circumstances:

- Change in subscription term.
- Change in estimated amounts for payments already included in the subscription liability.
- Change in the interest rate the SBITA vendor charges (if used as the discount rate)
- Contingency for variable payments is resolved.

“Renewals”: Many SBITA contracts have automatic annual renewals. In most cases at each renewal date, the SBITA vendor and the Port can cancel the contract. If both parties can cancel the contract, any

periods covered by the renewal terms are considered cancellable periods. Cancelable periods are always excluded from the maximum possible subscription term.

For example, if the Port has a one-year SBITA contract for their online teleconferencing and the contract automatically renews each year, and both the SBITA vendor and the Port can cancel at each renewal, then the maximum possible term is only 1 year because the renewal periods are cancelable periods and excluded from the maximum possible term. This would be considered a short-term SBITA.

“SBITA”, as defined by GASB No 96, is a contract that conveys the non-cancelable right to use a vendor’s software, alone, or in combination with tangible capital assets, as specified in the contract for a period of time in an exchange or exchange-like transaction.

“SBITA Modifications” is a SBITA amendment resulting in a modification should be accounted for as a separate SBITA if it adds one or more underlying IT assets that were not included in the original SBITA contract; and the increase in subscription payments for the additional subscription asset does not appear to be unreasonable.

“SBITA Terminations” is a SBITA amendment resulting in a decrease of the government’s right to use the underlying IT assets is considered to be a full or partial termination.

“Short-term SBITA” means a SBITA arrangement that, at the time of commencement, has a maximum possible term of 12 months or less, including any options to extend, regardless of their probability of being exercised. For a SBITA that is cancelable by either the government or the SBITA vendor, the maximum possible term is the amount of time either party is required to notify the other party of the cancellation period. Subscription payments for short-term SBITAs are recognized as a current period expense. Depending on dollar amount of payment, the amount may be recorded as a prepaid expense.

“Subscription term”: The subscription term is defined as the period during which the Port has a noncancelable right to use the underlying IT assets, plus the following periods, if applicable.

- Periods covered by the Port option to terminate the SBITA if it is reasonably certain, based on all relevant factors, that the Port will not exercise that option.
- Periods covered by a SBITA vendor’s option to extend the SBITA if it is reasonably certain, based on all relevant factors, that the SBITA vendor will exercise that option.
- Periods covered by a SBITA vendor’s option to terminate the SBITA if it is reasonably certain, based on all relevant factors, that the SBITA vendor will not exercise that option.

Periods where both the government and the SBITA vendor have an option to terminate the SBITA without permission from the other party (or if both parties have to agree to extend) are cancelable periods and are excluded from subscription term.

RESOLUTION 25-38

A RESOLUTION OF THE PORT OF BENTON ESTABLISHING AN APPRENTICE UTILIZATION POLICY

WHEREAS, the Washington State Apprentice Utilization Policy, codified under RCW 39.04.320, mandates that at least 15% of labor hours on public works projects costing \$2 million or more be performed by apprentices enrolled in state-approved apprenticeship programs, with thresholds reducing to \$1.5 million in July 2026 and \$1 million in July 2028; and

WHEREAS, this policy, overseen by Washington State Apprenticeship and Training Council (WSATC) and the Department of Labor and Industries (L&I), promotes workforce development, skill acquisition, and equitable access to high-paying trade careers for diverse populations, including minorities and veterans; and

WHEREAS, compliance with the policy requires contractors to submit Apprentice Utilization Plans and to report apprentice labor hours through designated systems like the Prevailing Wage Intents and Affidavits (PWIA) or the Apprentice Registration & Tracking System (ARTS), thereby ensuring accountability and transparency; and

WHEREAS, adherence to the Apprentice Utilization Policy aligns with the Commission's commitment to fostering economic growth, supporting skilled labor development, and ensuring the success of public works projects in our community.

NOW, THEREFORE, BE IT RESOLVED, that the Port of Benton Commission hereby adopts the Apprentice Utilization Policy, encourages contractors to meet or exceed the 15% apprentice labor hour requirement, supports initiatives to expand apprenticeship opportunities in alignment with state workforce development goals, and further authorizes the Executive Director, or her designee, to adopt such procedures as may be necessary or desirable to implement the provisions of this resolution.

THIS RESOLUTION OF THE PORT OF BENTON ADOPTED by the Commission at its regular meeting held this 10th day of September 2025.

Scott D. Keller, President

Lori Stevens, Vice President

Roy D. Keck, Secretary



Apprentice Utilization Policy for Washington State Public Works Projects

Purpose

This policy establishes guidelines for the utilization of apprentices on public works projects in compliance with Washington State law (RCW 39.04.300-.320) and the Washington State Apprenticeship Act (Chapter 49.04 RCW). The policy aims to promote workforce development, ensure a skilled labor force, and meet statutory apprentice utilization requirements (AURs) for public works contracts.

Scope

This policy applies to all public works projects awarded by the Port of Benton with an estimated cost of \$2 million or more, as specified in RCW 39.04.420(1)(a)(ii). The threshold will decrease to \$1.5 million on July 1, 2026, and \$1 million on July 1, 2028. It applies to all contractors and subcontractors performing work on applicable projects.

Definitions

- **Public Works:** All work, construction, alteration, repair, or improvement, other than ordinary maintenance, executed at the cost of the state or any municipality (RCW 39.04.010).
- **Apprentice:** A person enrolled in a state-approved apprenticeship training program recognized by the Washington State Apprenticeship and Training Council (WSATC).
- **Labor Hours:** Total hours worked by workers receiving an hourly wage, including apprentices, but excluding foremen, superintendents, owners, and workers not subject to prevailing wage requirements (RCW 39.04.310).
- **Apprentice Utilization Requirement (AUR):** The requirement that at least 15% of labor hours on applicable public works projects be performed by apprentices enrolled in state-approved programs.

Policy Requirements

1. Apprentice Utilization Threshold

- All public works projects estimated to cost \$2 million or more (including sales tax) must comply with a minimum 15% apprentice utilization requirement, effective July 1, 2024, per RCW 39.04.320.
- Contractors and subcontractors must ensure that at least 15% of total labor hours are performed by apprentices enrolled in WSATC-approved programs.

2. Apprentice Utilization Plan (AUP)

- **Submission:** Contractors must submit an Apprentice Utilization Plan (AUP) within ten (10) days following the Notice of Selection or as specified in the contract documents.
- **Content:** The AUP must include:
 - An estimate of total labor hours by trade and craft for the contractor and all subcontractors.

- An estimate of labor hours to be worked by apprentices and journey-level workers, including anticipated start dates.
- Specific efforts to achieve the 15% AUR, including outreach to WSATC-approved apprenticeship programs or using the L&I Apprenticeship Registration & Tracking Systems (ARTS) can be used to identify approved programs for outreach.
- Contact information for apprenticeship programs engaged for the project.
- Approval: The AUP must be reviewed and approved by the Port of Benton prior to the start of work. Revisions to the AUP must be submitted as needed throughout the project.

3. Compliance and Monitoring

- Contractor Responsibilities:
 - Contractors must use only WSATC-approved apprenticeship programs to meet the AUR.
 - Non-union contractors may utilize union apprenticeship programs without signing a union agreement, per state law.
 - Contractors must track apprentice labor hours and ensure accurate reporting.
- Agency Responsibilities:
 - Port of Benton will monitor apprentice utilization hours through a specific contract line item.
 - The agency will report apprentice utilization data to the L&I Supervisor of Apprenticeship by final project acceptance, using the L&I Prevailing Wage Intents and Affidavits (PWIA) system or the Apprentice Registration & Tracking System (ARTS).
- Good Faith Efforts:
 - If a contractor cannot meet the 15% AUR, they must demonstrate good faith efforts, including:
 - Contacting multiple WSATC-approved apprenticeship programs (with documentation of names, dates, and outcomes).
 - Providing evidence of efforts to require subcontractors to employ apprentices.
 - Submitting backup documentation (e.g., letters, emails, phone logs, payroll records).
 - Good faith efforts may be considered in cases of worker displacement, unbalanced program costs (where training costs exceed 50% of a subcontractor's bid), or insufficient apprentice availability.

4. Incentives and Penalties

- Incentives: Contractors meeting or exceeding the 15% AUR may be eligible for monetary incentives, as specified in the contract documents.
- Penalties: Failure to meet the 15% AUR without documented good faith efforts may result in monetary penalties, as outlined in RCW 39.04.320. Penalties will be assessed based on the shortfall in apprentice labor hours.
- Waivers: The AUR may be reduced or waived by the Port of Benton if the contractor demonstrates that at least three of the following conditions are met:
 - Good faith efforts were made but the AUR could not be met.
 - Meeting the AUR would displace existing workforce members.

- Contract requirements render apprentice utilization infeasible.
- High material costs relative to labor hours make the AUR infeasible.
- Insufficient apprentices are available despite outreach to multiple programs.

5. Reporting Requirements

- Contractors must submit regular reports detailing apprentice labor hours, including:
Names and registration numbers of apprentices.
Total labor hours by trade and craft.
Percentage of apprentice labor hours achieved.
- Reports must be submitted monthly or as specified in the contract and at project completion.
- Port of Benton will compile and submit data to L&I, including contractor and subcontractor apprentice utilization, by final project acceptance.

6. Resources and Support

- Contractors are encouraged to use the L&I Apprenticeship Registration & Tracking System (ARTS) to identify WSATC-approved programs.
- The Department of Enterprise Services (DES) provides an Apprentice Utilization Plan Template for building or facility construction contracts.
- For additional support, contact the L&I Apprenticeship Section at:
Address: PO Box 44530, Olympia, WA 98504-4530
Phone: 360-902-5320
Email: Teri.Gardner@Lni.wa.gov

Responsibilities

- Contractors and Subcontractors: Comply with the 15% AUR, submit AUPs, track and report apprentice hours, and demonstrate good faith efforts if unable to meet requirements.
- Public Agency: Monitor compliance, review AUPs, report data to L&I, and enforce incentives or penalties as applicable.
- WSATC: Approve and oversee state-approved apprenticeship programs and track apprentice utilization statewide.

References

- Revised Code of Washington (RCW) 39.04.300-.320
- Washington Administrative Code (WAC) 296-05
- Washington State Apprenticeship Act (Chapter 49.04 RCW)

- L&I Apprenticeship Registration & Tracking System (ARTS)
- MRSC Guidance on Apprentice Utilization Requirements

Effective Date

This policy is effective as of September 10, 2025, and applies to all public works projects advertised for bid on or after July 1, 2024.

Approval

This policy has been reviewed and approved by the Port of Benton's Commission on September 10, 2025

RESOLUTION 25-39

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 comprehensive proposal for planning and engineering services, including cultural, civil, market study, concept drawings, community open house, and boat dock feasibility, at a total cost of \$325,862.00; and

WHEREAS, rather than proceeding with the full proposal, the Port elected to implement the project in phases, with Phase 1 limited to an existing conditions summary, a boat dock feasibility study, and stakeholder engagement, at a cost of \$111,375.00; and

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

WHEREAS, due to potential risks with shoreline work and culturally sensitive areas, the Port requests \$15,000 in contingency funding to cover scope gaps and keep the project on schedule.

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

1. The Port of Benton hereby approves a contract with Maul Foster Alongi in the amount of \$111,375.00 for Phase 1 services.
2. An additional \$15,000 in contingency funding is authorized to address scope gaps and maintain the project schedule
3. The Port's Executive Director is authorized to execute the contract on behalf of the Port.

THIS RESOLUTION OF THE PORT OF BENTON ADOPTED by the Commission at its regular meeting held this 10th day of September 2025.

Scott D. Keller, President

Lori Stevens, Vice President

Roy D. Keck, Secretary

| | Project | Description | Grants Pursued/Received | Comments |
|----------|--|--|--|--|
| 1 | 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 - \$2.4 million | January 2025, awarded \$9.56 million, initial contracting meeting held with FRA in August. |
| 2 | 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. |
| 3 | 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. Cantwell CDS has advanced, \$2,500,000 |
| 4 | Port Electrification | Intermodal Facilities | \$2.7 million, 10% match \$300,000 – POB | \$2.7 million awarded, contracting and project underway. |

| | Project | Description | Grants Pursued/Received | Comments |
|-----------------|-------------------------------------|--|--|---|
| 5 | CERB/EDA-updated | 2579 Stevens Drive offices and update remodel (RBP) | \$2.4 million – CERB loan secured \$1.5 million – POB \$1.7 million – Benton County, secured | Submitted to CERB, May 15, 2025, presentation, loan secured. Benton County Rural County Capital Funds .09 grant request presentation made and request approved. Proceeding to the disbursement agreement for board approval. EDA application on hold for future phase. |
| Airports | | | | |
| | Project | Description | Grants Pursued/Received | Comments |
| 6 | 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) | Grant awarded to Western United Civil Group ~\$1.6M. Construction May 2026 |

| | Project | Description | Grants Pursued/Received | Comments |
|----------|--|---|--------------------------------|--------------------------------------|
| 7 | Infrastructure Investment and Jobs Act - Grant Funds (Now Bipartisan Infrastructure Law BIL funds) - Richland Airport | Main Apron Reconfiguration - Design/Environmental 2025/26 | BIL Funds - \$833,000 | Grant Awarded. Design work underway. |
| 8 | FAA Airport Funds – Richland Airport | Wildlife fencing around the airport. Complete fencing around the entire airport | FAA NPE - \$205,000 | Approved |
| 9 | FAA Airport Funds – Prosser Airport | Construct Heliport/Helipad with service road – design | FAA NPE - \$155,000 | Approved |

For the Good of the Order – September 2025

| Date | What | Where | When | Who |
|-----------------|--|---|------------|---------------------|
| September 10 | Port of Benton Commission Meeting | Clore Center, 2140 Wine Country Road, Prosser | 8:30 a.m. | All |
| September 12 | Benton City Daze | Benton City | | |
| September 16 | Prosser Chamber Board Meeting | 1230 Bennett Ave., Prosser | 7:30 a.m. | Lori |
| September 16 | Richland Chamber of Commerce | 1515 George Washington Way, Richland | 11:30 a.m. | Scott |
| September 23 | Tri-City Regional Chamber of Commerce Monthly Luncheon | Three Rivers Convention Center | 11:30 a.m. | |
| September 24 | Port of Pasco 29 th Annual Tenant Appreciation BBQ – Tri-Cities Airport | 641 Grumman St., Pasco | Noon | |
| September 25 | TRIDEC Board Meeting | 7130 W. Grandridge Blvd., Kennewick | 4 p.m. | Roy |
| September 26 | Commissioner Stevens 1:1 | Zoom | 9 a.m. | Lori |
| September 26-28 | Great Prosser Balloon Rally | Prosser Airport | | |
| September 29 | Rail Open House | 2579 Stevens Drive | 4:30 p.m. | More info to follow |
| October 1 | Port Public Tour | All Sites | | Port staff |
| October 1 | Prosser EDA Board Meeting | 236 Port Ave., Prosser | 5:30 p.m. | Lori |
| October 3 | Commissioner Keck 1:1 | Port | 9 a.m. | Roy |

| | | | | |
|------------|---|--|-----------------|------------|
| October 4 | RiverFest | Columbia Park | 9 a.m. – 3 p.m. | Port booth |
| October 6 | Benton City Chamber Luncheon | Palm Tavern | Noon | |
| October 7 | Prosser Chamber Monthly Luncheon | Prosser | Noon | |
| October 13 | Port of Benton Commission Budget Workshop | Port | 8:30 a.m. | All |
| October 14 | Prosser Tourism Meeting | Best Western Plus The Inn at Horse Heaven | 8 a.m. | Lori |
| October 15 | Port of Benton Commission Meeting | Port | 8:30 a.m. | All |
| October 15 | VERTical Convening 4.0 | Port | 4 p.m. | |