

Confidential

SUMMARY OF INVESTIGATION FINDINGS

Date: December 17, 2025
To: Port of Benton
From: Schwabe, Williamson & Wyatt
Jean Ohman Back (Jback@schwabe.com)
Alicia Lowe (Alowe@schwabe.com)
Re: Investigation of Complaints under Port Rule 5.4

I. Introduction

On September 18, 2025, Port Counsel John O’Leary retained Schwabe, Williamson & Wyatt and its attorneys, Jean Back and Alicia Lowe, to conduct an investigation into two grievances submitted by different individuals against Port of Benton Commissioner, Scott Keller.

Port Counsel received the first grievance in a letter from [REDACTED] on September 5, 2025, on behalf of [REDACTED]. This Complaint listed the grievances set out below based on alleged conduct by Commissioner Keller of (1) conspiring with a private citizen, Bill O’Neil, to drive [REDACTED] out of office after the fall elections; (2) making public statements allegedly disparaging the Port staff and [REDACTED] with respect to the press release and work on a prior audit; and (3) making loud statements at the Port offices that allegedly disparaged [REDACTED]. [REDACTED] Complaint lists the following grievances:

- Whether alleged conduct violated the provisions in [REDACTED] employment agreement by not acting in “good faith” as it relates to her employment.
- Whether the alleged conduct violates the following Port Rules and Governing policies:
 - 12 (prohibiting Commissioners from exercising individual authority over the Port or staff);
 - 12.3. (prohibiting Commissioners from interacting with staff other than for inquiry);
 - 13.1 (leave to the Director the duty to coordinate with employees);
 - 13.2 (prohibiting individual Commissioners from interfering with staff or executive priorities)
- Whether the alleged conduct violates RCW 42.30.020 requiring any action by the Commission to take place at a public meeting;
- Whether the alleged conduct violates RCW 53.12.010 requiring Port Commission business to be conducted through the Commission;
- Whether the alleged conduct violates RCW 53.12.246 requiring a quorum for any business to be transacted by a Port Commission.
- Whether the alleged conduct violates RCW 42.41.040 prohibiting a local government official or employee to take retaliatory action against a local government employee because the

employee provided information in good faith that an improper governmental action occurred.

- Whether the alleged conduct violates RCW 42.41.045 prohibiting a local government official or employee to use his or her authority to influence, directly or indirectly, to threaten, intimidate, or coerce an employee for the purpose of interfering with that employee's right to disclose information concerning an improper governmental action.

Port Counsel received the second Complaint by [REDACTED], dated September 10, 2025, from Director Howard after she conducted an initial determination under Rule 5.3 and then recused herself. The second Complaint raises the following issues:

- Whether Commissioner Keller (when acting as the Assistant Executive Director and Airport Manager, or as the Port's Executive Director) violated Washington state law (RCW 42.23.030 or .070) or the Washington State Constitution, Article VIII, § 7 through the following actions:
 - Entering into leases in 1998 and 2011 with relatives;
 - Entering into contracts with a relative for catering of Port functions.
- Whether Commissioner Keller gifted public funds in violation of Article VIII § 7 by allowing a private golf course operated by a relative to use Port of Benton water and utilities without compensation to the Port.
- Whether Commissioner Keller violated Washington State law (RCW 42.23.30, and .070, and Article VIII § 7) by allegedly using alleged unmetered and illicit sewer and water connections at an airport hangar owned by Commissioner Keller's business, the Axe, LLC, with knowledge that the lines were unmetered and illicit.
- Whether Commissioner Keller violated Washington state law in entering into a ground lease for a hangar located at 2049 Butler Loop for a lease area and lease amount that are reduced in the Lease Agreement from the lease area and lease amount that was disclosed to the Port of Benton Commission.
- Whether Commissioner Keller, when serving as Executive Director, violated Port of Benton Commission Code of Conduct, Port Rule 3.2, or RCW 42.23.030¹ in conducting personal business with [REDACTED] at the same time that he was conducting Port business with the same company.
- Whether Commissioner Keller engaged in a conflict of interest under the Port Rules in leading a workshop meeting on July 8, 2025, and directing Port staff regarding that meeting, requesting other tenants of units with unpermitted utilities to speak and provide evidence, when it involved discussions into the alleged use of unpermitted City of Richland water services, when Commissioner Keller owned one of the units that received the unpermitted water and sewer.
- Whether Commissioner Keller violated Washington State Constitution Article VIII, Section 7, in allegedly developing a private utility infrastructure to benefit private entities with out consideration or pro rata agreements.

¹ [REDACTED] referenced a potential violation of RCW 42.52 in this allegation. RCW 42.52 does not apply to local governments and the Port Commissioners are not bound by that provision.

- Whether Commissioner Keller violated Washington law in allegedly directing Port of Benton Executive Director, Diahann Howard to engage in negotiations of lease modifications below fair market value.
- Whether Commissioner Keller’s hangar is an unpermitted commercial building or whether it houses an airplane according to FAA regulations and federal grant restrictions?
- Whether Commissioner Keller violated Washington law in creating or supporting the creation of a private utility infrastructure (the funding of the Circle Area Hangar Taxi-lane Project), which is alleged to have been “a multi-phase utility extension project from 2012 to 2018” solely for the benefit of private entities, without pro rata agreements.

II. Initial Determination of Sufficient Evidence under Port Rule 5.3².

Port Rule 5.3 requires an initial determination after receiving the Complaint and whether sufficient evidence exists to proceed with a formal investigation.

A. [REDACTED] Complaint

[REDACTED] Mr. O’Leary made the decision that sufficient evidence existed to move forward with an investigation of [REDACTED] Complaint and engaged independent counsel to conduct a formal investigation.

B. Commissioner Keck Complaint

Director Howard reviewed Commissioner Keck’s complaint and made the Initial Determination that sufficient evidence existed to move forward with a formal investigation. She then recused herself from the investigation process and handed the matter over to Port Counsel, John O’Leary to conduct an investigation under Port Rule 5.4. Mr. O’Leary engaged independent counsel to conduct the investigation.

III. Timing of This Report

Port Rules 5.4 and 5.5 provides that the Investigation into the Complaint be conducted so that Port Counsel can issue a decision within thirty (30) days. An effort was made to conduct all interviews, and gather all evidence in a timely manner so that this timeline could be achieved. The investigation required many interviews and review of hundreds of pages of documents, which extended the timeline. In addition, there were significant delays in receiving the response from Commissioner Keller and his attorney. These delays were excusable, but this, in addition to the complexity and need to speak to several witnesses more than once, caused the timing of this Report to be extended beyond the 30 days suggested by the Rules.

IV. Evidence Relied Upon

A. Complaint by [REDACTED]

1. September 5, 2025, Notice Letter from [REDACTED]
2. Interviews:

²“Port Rule” references going forward are references to Port Rules established by that Resolution No 24-41 on the 18th day of December 2024.

- a. Interview of [REDACTED]
 - b. Interview of Respondent, Commissioner Scott Keller with attorney [REDACTED] present
 - c. Interview of witness, [REDACTED], [REDACTED]
 - d. Interview of witness, [REDACTED]
 - e. Interview of witness [REDACTED]
3. Response letter of Commissioner Keller through attorney [REDACTED]

B. Complaint by [REDACTED]

- 1. September 10, 2025, Complaint documents
- 2. Interviews
 - a. Interview of [REDACTED]
 - b. Interview of [REDACTED]
 - c. Interview of Respondent, Commissioner Scott Keller, with attorney [REDACTED] present
 - d. Interview of witness, [REDACTED], with current Port Counsel, John O’Leary present
 - e. Interview of [REDACTED]
 - f. Interview of [REDACTED]
 - g. Interview of [REDACTED]
 - h. Interview of [REDACTED] [REDACTED]
 - i. Interview of [REDACTED] [REDACTED]
 - j. Interview of [REDACTED] [REDACTED]
 - k. Interview of [REDACTED]
 - l. Interview of [REDACTED]
 - m. Interview of [REDACTED]
 - n. Interview of [REDACTED]
 - o. Interview of [REDACTED]
- 3. Response letter of Commissioner Keller through attorney, [REDACTED]
- 4. Other Evidence
 - a. Map of Richland Airport properties with addresses and owner names
 - b. Port of Benton Commission Meeting Video Recording and Minutes 05-22-2025, at 1:34-1:41
 - c. Port of Benton Commission Meeting Video Recording and Minutes 06-18-2025, at 1:00 -1:14

- d. Port of Benton Commission Workshop Video Recording and Minutes 07-08-2025, at
- e. Port of Benton Investigation into unpermitted water and utility
- f. MLS listing for hangar at 2049 Butler loop showing a bathroom in the unit
- g. Statement of [REDACTED] dated July 1, 2025, regarding 2017 inquiry with City of Richland regarding water to Hangar at 2049 Butler Loop.
- h. Commissioner Keller June 2017 Emails with Realtor, [REDACTED]
- i. November 21, 2025, declaration of Commissioner Scott Keller regarding emails with [REDACTED] and water and sewer connections
- j. December 15, 2025, declaration of Commissioner Scott Keller, regarding connection by private hangars to the water line served by the Port Meter.
- k. November 24, 2025, email from [REDACTED] with additional information and responding to the statements in Scott Keller's November 21, 2025, declaration
- l. Letter to the City of Richland dated October 21, 2025, by [REDACTED] Responding to Notice of Violation letter 2082 and 206 Butler Loop
- m. Email from [REDACTED] dated Monday November 3, 2025, to [REDACTED] and John O'Leary regarding existence of supporting documents for facts set out in October 21, 2025, letter by [REDACTED] (3)(h) above, with supporting maps, construction plans, and permits.
- n. February 4, 1998, ground Lease, [REDACTED] (signed by [REDACTED]; witnessed by Scott Keller)
- o. August 1, 2008, ground lease, [REDACTED], signed by Scott Keller (lowered rent amount).
- p. July 2008 Lease Note by [REDACTED] regarding New Lease for [REDACTED]
- q. Documents provided [REDACTED] to the Port of Benton in support of his charge
- r. Two Lien Releases between [REDACTED] and Scott Keller)
- s. Emails and other records relating to hiring caters for Port of Benton events
- t. June 2017 Commission minutes
- u. June 2017 Original Lease with the Axe, LLC for 2049 Butler Loop
- v. Email string between Port of Benton and FAA regarding FMV and CPI rent adjustment leases at the Richland Airport
- w. Exhibit A to Resolution No 98-1, Port of Benton Commission Policy Directive; Authority of Executive Director and Designees

V. Summary of Findings and Conclusions of Law

After interviewing all witnesses requested by both Complainants and by Commissioner Keller, and reviewing numerous documents, I reach the following findings and conclusions of law

based on a preponderance of the evidence.³

A. [REDACTED] Complaint

1. Whether alleged conduct violated the provisions in [REDACTED] employment agreement by not acting in “good faith” as it relates to her employment.
 - a. There was insufficient evidence to support that Commissioner Keller made a statement in [REDACTED] office that once Bill O’Neil was elected “* * * [REDACTED] will be out.” However, there was sufficient evidence to support that Commissioner Keller stated that “when Bill O’Neil * * * is elected to the Commission in the fall, ‘things are going to change.’”
 - b. There was insufficient evidence to support that a Washington State Representative told [REDACTED] that Commissioner Keller and Bill O’Neil had a private agreement that once elected they would “drive [REDACTED] out.” There was sufficient evidence that this conversation involved Bill O’Neil’s desired changes at the Port and that the Representative told Mr. O’Neil that for an elected official, the perspective regarding what needs to be done in office is often quite different once a person takes office.
 - c. There was insufficient evidence to support that Commissioner Keller made a derogatory statement regarding the Port Audit while in a bar.
 - d. The evidence was inconclusive to support that Commissioner Keller’s cancellation of one-on-one meetings with [REDACTED] after the Port began investigation into the water main issues at the Port suggests that he was not acting in good faith, as is required under [REDACTED] contract.
2. Whether the alleged conduct violates the following Port Rules and Governing policies:
 - a. There is insufficient evidence to support a violation of Port Rule 3.12 (prohibiting Commissioners from exercising individual authority over the Port or staff);
 - b. There was sufficient evidence to establish a violation of Port Rule 12.3 (prohibiting Commissioners from interacting with staff other than for inquiry) in that Commissioner Keller interacted with [REDACTED] Port office and discussed the upcoming commissioner race and further stated that once Bill O’Neil is elected, things would change.
 - c. There was insufficient evidence to establish a violation of Port Rule 13.1 (leave to the Director the duty to coordinate with employees).
 - d. There was insufficient evidence to establish a violation of Port Rule 13.2 (prohibiting individual Commissioners from interfering with staff or executive priorities). Although the Commission tabled discussions of the Waterfront plans and the Strategic plan, this was an act of two Commissioners (Keller and Stevens) in a Commission meeting and was not an act of Commissioner Keller individually, and therefore, I did not find that Commissioner Keller individually tabled these topics to interfere with staff or executive priorities. Commissioner Keller and Stevens gave as credible reasons for their vote that there was an upcoming election and that they did not want to have to

³ A preponderance of the evidence means it is more likely than not (at least 51%) that the fact occurred.

revisit the decisions should a new Commissioner be elected. Therefore, the evidence reflects that these discussions were tabled, but not cancelled.

- e. There was insufficient evidence to support a violation that the “alleged conduct” set out Section III(A)(1)(a-c) (above) (related to allegations of various statements by Commissioner Keller and Bill O’Neil to drive ██████████ out of office) violates the Open Public Meetings Act, RCW 42.30.020 (requiring any action by the Commission to take place at a public meeting) as there was insufficient evidence to support the alleged conduct on a more probable than not basis, and further insufficient evidence that any of this alleged conduct involved an “action” by the Commission.⁴ These conversations occurred before Bill O’Neil was elected to the Commission and therefore, these conversations are not a violation of the Open Public Meetings Act.
3. There was insufficient evidence that any conduct complained of by ██████████ violates RCW 53.12.010 (requiring Port Commission business to be conducted through the Commission).
4. There was insufficient evidence that any conduct complained of by ██████████ violates RCW 53.12.246 (requiring a quorum for any business to be transacted by a Port Commission).
5. There was insufficient evidence that conduct complained of by ██████████ violated RCW 42.41.040, which prohibits a local government official to take retaliatory action against a local government employee because the employee provided information in good faith that an *improper governmental action*⁵ occurred.
6. There was insufficient evidence that conduct complained of by ██████████ violated RCW 42.41.045 prohibiting a local government official or employee to use his or her authority to influence, directly or indirectly, to threaten, intimidate, or coerce an employee for the purpose of interfering with that employee’s right to disclose information concerning an *improper governmental action*.
7. Further, because the Port has adopted rules for reporting alleged improper governmental actions and adjudicating retaliation resulting from such reporting, and because the Port Commission rules meets the intent of RCW Chapter 42.41, the Port is exempt from the retaliation provisions of RCW 42.41, et seq under RCW 42.41.050.⁶

B. ██████████ Complaint

1. There is insufficient evidence to support that Commissioner Keller (when acting as the

⁴ An “Action” under RCW 42.30.020 (3) “means the transaction of the official business of a public agency by a governing body including but not limited to receipt of public testimony, deliberations, discussions, considerations, reviews, evaluations, and final actions.”

⁵ RCW 42.41.020(1)(a) defines a “local government action” as “any action by a local government officer or employee: (i) That is undertaken in the performance of the officer’s or employee’s official duties, whether or not the action is within the scope of the employee’s employment; and (ii) That is in violation of any federal, state, or local law or rule, is an abuse of authority, is of substantial and specific danger to the public health or safety, or is a gross waste of public funds.”

⁶ RCW 42.41.050 provides that “[a]ny local government that has adopted or adopts a program for reporting alleged improper governmental actions and adjudicating retaliation resulting from such reporting shall be exempt from this chapter if the program meets the intent of this chapter.”

Assistant Executive Director and Airport Manager, or as the Port's Executive Director) violated Washington state law (RCW 42.23.030⁷ or .070⁸) or the Washington State Constitution, Article VIII, § 7⁹ when the Port entered into leases with ██████████ in 1998 for the lease of property to build ██████████.

- a. The evidence supports that Commissioner Keller disclosed his relationship to ██████████ (as cousins) or that it was widely known.
- b. The evidence establishes that former ██████████ ██████████ signed the lease.
- c. The amounts of rent and length of the lease were approved by the then Commission.
- d. The evidence suggests that the Port and the community would achieve a benefit from use of bare and restricted land as a public golf course.
- e. The evidence supports that there was legally sufficient consideration and no donative intent in entering into the lease with ██████████.

2. There is sufficient evidence to support that Commissioner Keller violated Washington state gifting laws (Article VIII, Section 7¹⁰) when the Port entered into a new lease with ██████████ for the property for ██████████ on August 1, 2008.

- a. Scott Keller and ██████████ are cousins, and the evidence supports that this relationship was widely known, or disclosed.
- b. ██████████ original 10-year fair market value ("FMV") rent adjustment lease for the acreage where ██████████ was developed was for \$5000 per year for the first five years, and then was to increase to \$7,500 after five years.¹¹
- c. The original lease also provided that ██████████ was to pay the Port a percentage of the green fees for the course.¹²

⁷ RCW 42.23.030 prohibits municipal officers from being beneficially interested in contracts made under the supervision of such officer or accepting compensation or reward in connection with such contract from any other person beneficially interest in the contract.

⁸ RCW 42.23.070 prohibits a municipal officer from (a) using their position to secure special privileges or exemptions for themselves; (b) giving or receiving any compensation, gift, reward, or gratuity from a source except the employing municipality, for a matter connected with or related to the officer's services as such an officer unless otherwise provided for by law; (c) accepting employment or engaging in business or professional activity that the officer might reasonably expect would require or induce him or her by reason of his or her official position to disclose confidential information acquired by reason of his or her official position; and (d) disclosing confidential information gained by reason of the officer's position or using such information for his or her personal gain or benefit. None of the exceptions under 42.070 apply to these facts.

⁹ Article VIII, Section 7 of the Washington State Constitution prohibits any local government entity from bestowing a gift or lending money, property, or the entity's credit to a private party. However, Article VIII, Section 8 of the Washington State Constitution provides that use of public funds by port districts as prescribed by the legislature for industrial development or trade promotion or promotional hosting shall be deemed a use of public funds for public purposes and shall not be deemed a gift within Section 7.

¹⁰ *Id.*

¹¹ Original Ground Lease Agreement, Port of Benton and ██████████, dated February 4, 1998.

¹² *Id.*

- d. [REDACTED] never paid the increased lease amount, and never provided a percentage of the green fees.¹³
 - e. According to a note to the lease file drafted by [REDACTED] at the end of 10 years, the Port looked into amending the original FMV lease, which would have required that [REDACTED] pay \$12,500 for the unpaid lease amounts for the past five years, and further, that the Port order an accounting to determine the value of the percentage of green fees that was due the Port. The Port decided to forgo collecting the past due amounts and instead it entered into a new ground consumer price index (“CPI”) rent adjustment lease. The Port staff recommended that the lease amount be set at \$9000.¹⁴
 - f. The new 10-year lease that was signed by Scott Keller and [REDACTED] on August 1, 2008, did not include the recommended amount of \$9000, but instead provided for a rent of \$5000, plus the leasehold tax of \$642 for a total of \$5,642 for the first five years of the lease, and removed the requirement that [REDACTED] pay the Port a percentage of the [REDACTED] green fees.¹⁵
 - g. The Delegation of Authority by the Port Commission to the Executive Director does not authorize the Executive Director to enter into a lease beyond the term of five years without Port Commission approval.¹⁶
 - h. A search of the 2008 Commission Meeting Minutes does not contain any notice to the Commission regarding the new lease between the Port and [REDACTED]. In addition, there is no written analysis indicating the “why” of this deviation from the terms presented by staff, therefore, there is no evidence to support legally sufficient consideration for the lease. Further, there is no evidence that Keller brought the Staff’s recommendation and his response to the Commission for approval.
 - i. The evidence supports that entering into the unauthorized lease for below fair market value resulted in an unconstitutional gift to [REDACTED].
3. There is insufficient evidence to support that Commissioner Keller violated Washington state law or the Washington State Constitution when the Port contracted with the [REDACTED] to cater some Port of Benton events.
 - a. The evidence supports that the Port contracted with multiple vendors.
 - b. The evidence supports that the contracts with the [REDACTED] were bargained for, and based on market rates for food and services.
 - c. The evidence supports that Commissioner Keller disclosed his relationship to [REDACTED] (owner of the [REDACTED]) as a cousin.
 4. There is insufficient evidence to establish that Commissioner Keller knew that the pump that drew the water from wells to irrigate the [REDACTED] was connected to a

¹³ July 2008, New Lease Note [REDACTED] Lease File, [REDACTED],

¹⁴ *Id.*

¹⁵ New Lease, Port of Benton, [REDACTED] dated August 1, 2008.

¹⁶ Resolution No 98-1, Port of Benton Specific Policy Directives of Administrative Authority of Executive Director and Designees, I(C)(1), p.3.

Port electric meter and paid for by the Port. The evidence also establishes that the Port benefited from use of the water by the golf course in protecting its water rights.¹⁷

5. **There is sufficient evidence that Commissioner Keller violated Washington state law (Article VIII, Section 7¹⁸, RCW 42.23.030¹⁹ or .070²⁰) by knowingly receiving public water and sewer services paid for by the Port of Benton for the hangar that he purchased in the name of his personal business, THE AXE, LLC, located at 2049 Butler Loop.**
 - a. The evidence establishes that Commissioner Keller knew that the hangar that he purchased in June 2017 at 2049 Butler Loop at the Richland Airport was connected to a water and sewer line that was hooked up to a Port meter and that the water and sewer services to his hangar were paid for by the Port of Benton.²¹
 - b. The evidence establishes on a more probable than not basis that Scott Keller, as Airport Manager, made an agreement allowing [REDACTED] to use the water and sewer line connected up to the Port meter.
 - c. The evidence suggest that in June 2017, Scott Keller knew or suspected that other hangar owners in the Butler Loop area hooked into the water and sewer line that was connected to the Port meter.
 - d. The evidence establishes that the hangar located at 2049 Butler Loop had a “kitchen space on one side and a tiled ½ bath.”²²
 - e. The evidence establishes that the bathroom in the hangar at 2049 Butler Loop was not permitted.²³
 - f. The evidence establishes that Commissioner Keller questioned his realtor about how the hangar was getting water and sewer services.²⁴
 - g. The evidence establishes that on June 2, 2017, Commissioner Keller emailed the real estate agent regarding the water and sewer services, stating “the water and sewer connection for the [REDACTED] hangar may be in question. * * * I want to have my engineer look at options for connections either grandfathered in or a new connection. * * * I must check out the feasibility of a new connection or connecting it up the ‘correct’ way.”²⁵
 - h. The evidence establishes that on Friday, June 2, 2017, Commissioner Keller additionally disclosed to [REDACTED] that “I remember the ‘main’ lines being installed. One half was paid for by the Port and the other half was paid for by [REDACTED].”

¹⁷ Testimony of [REDACTED].

¹⁸ See, supra, fn. 7.

¹⁹ See, supra, fn. 5.

²⁰ See, supra, fn. 6.

²¹ Emails between Email, Scott Keller to [REDACTED] June 2, 2017, cc, [REDACTED].

²² [REDACTED] Listing

²³ Department of Community & Development Services, Planning & Development Services Division Building permit number BP00-00425.

²⁴ Email, Scott Keller to [REDACTED], June 2, 2017, cc [REDACTED].

²⁵ *Id.*

██████████. I don't know the agreement back then between ██████████ and ██████████, but I'll attempt to find out. I just have to do the right thing."

"As I said...I don't want this to delay the purchase but I need to know where I stand. The restroom is a big ticket item and is really one of the main reasons I want to (sic) hangar. I think we can work through the issue. Just want to keep you informed of the situation."²⁶

- i. The evidence establishes that Commissioner Keller asked ██████████ to investigate the issue²⁷ and that ██████████ walked the Richland Airport with a City of Richland water maintenance foreman and found hoses connected from hangars to the Port's water line and was told by individuals at the time to "mind his own business."²⁸
 - j. The evidence establishes that when ██████████ knew that there were issues with the meter's serving the airport, he stopped the investigation until he could meet with ██████████ at the City of Richland.²⁹ ██████████ told ██████████ that he would be willing to accept a couple of different options to fix the issue, but left it with ██████████ to go back to the Port and then bring forth a recommendation to the City.³⁰ ██████████ states that he gave this information to Mr. Keller, and Mr. Keller instructed him to stop working on the utility investigation.³¹
 - k. The evidence establishes that the City was busy when all of this occurred and that the City did not independently follow up on the water and sewer connection issue.³²
 - l. The evidence establishes that Commissioner Keller emailed ██████████, the Relator on June 3, 2017, related to the water and sewer connection and stated that "██████████ has some drawings we are looking at. I think we can figure out what is going on and fix it!"³³
 - m. The evidence establishes that Commissioner Keller did nothing more to go back to the City and continued to receive water and sewer services through the Port's Meter until the issue came to light again as a result of a more thorough investigation conducted in 2025 where it was discovered that many hangars had hooked up to the water line that was connected to the Port's meter and were receiving water and sewer services paid for by the Port of Benton.
6. **There is sufficient evidence to establish that Commissioner Keller failed to receive approval of the Port Commission for reducing the 2049 Butler Loop ground lease premises area and rent rate from the premises area and rent rate approved by the Port Commission.**³⁴

²⁶ *Id.*

²⁷ Declaration of Scott Keller dated November 21, 2025.

²⁸ Testimony of ██████████.

²⁹ *Id.*

³⁰ *Id.*

³¹ *Id.*

³² *Id.*

³³ Email, Scott Keller to ██████████, June 3, 2017, cc, ██████████

³⁴ Review of Commission Meeting Minutes June 2017,

- a. Commissioner Keller disclosed his purchase of the hangar at 2049 Butler Loop to the Port Commission in the June 2017 Commission meeting. In that meeting, Commissioner Keller:
 - “discussed his personal THE AXE, LLC ground lease of .25 acres and purchase of an existing hangar of 2400 square feet at the Richland Airport. The lease is for ten years, with four (4) ten year renewal terms for an amount which is consistent with previous hangar ground leases and fair market value of \$1,128.40 per year, including leasehold excise tax.”³⁵
 - b. The actual ground lease that Commissioner Keller signed with the Port reduced the land area from 0.25 acres to 0.16³⁶ and reduced the rent on the ground lease to \$819.11 per year, including leasehold excise tax.³⁷
 - c. Commissioner Keller did not report the reduced lease area or reduced rent to the Commission to obtain approval for the amended lease.³⁸
 - d. Commissioner Keller did not have independent Authority to approve a change in Lease terms.³⁹
 - e. I did not find the reasons provided for in Commissioner Keller’s response to this issue to support that he had authority without Commission approval to lower the area and rent amount on his lease after the Commission had already approved a larger lease area and higher rent amount.
 - f. There is insufficient evidence to establish that Commissioner Keller violated Washington State Law related to the use of electricity in his hangar located at 2049 Butler loop as he had an electric meter that he paid.⁴⁰
7. There is insufficient evidence that Commissioner Keller violated Washington State Constitution Article VIII, Section 7, in allegedly developing a private water and sewer infrastructure to benefit private entities without consideration or pro rate agreements.
- a. While there is sufficient evidence that as Airport Manager, Scott Keller made an agreement with ██████████ allowing ██████████ to connect to the Port water meter, there is insufficient evidence that Mr. Keller allowed or knew about the other connections to the Port meter until he purchased his hangar in June 2017.
 - b. Therefore, I do not find that Commissioner Keller “developed” or even allowed development of the other hangars connecting to the water and sewer line connected to the Port meter.
 - c. The connections to the water and sewer line that are served by the Port meter appear to have been done by hangar owners or hangar developers without obtaining Port permission. ██████████ and ██████████ testified that the hangar

³⁵ Port of Benton Commission Meeting, June 7, 2017, Section F, p. 3

³⁶ The lease is inconsistent with 0.17 listed on the cover page and 0.16 listed in the Agreement. The square footage was the same in both places at 7,259 square feet.

³⁷ Aviation Ground Lease Agreement, Port of Benton and the AXE, LLC, dated June 29, 2017, pl 4, Section 3.

³⁸ Review of 2017 Port of Benton Commission Meeting Minutes.

³⁹ Resolution No 98-1, Port of Benton Specific Policy Directives of Administrative Authority of Executive Director and Designees, I(C)(1), p.3.

⁴⁰ Testimony of Scott Keller.

owners and developers were under the assumption that agreement to hook up to the water lines was part of the alleged original oral agreement between [REDACTED] and the Port (likely Scott Keller).

8. The Port of Benton and its employees and elected officials are not bound by RCW 42.52 and, therefore, there is insufficient evidence to find that Commissioner Keller violated that statute.
 - a. There is insufficient evidence that Commissioner Keller violated Washington law in allegedly directing Port of Benton Executive Director, Diahann Howard to engage in negotiations of lease modifications below fair market value.
 - b. There is insufficient evidence that Commissioner Keller actually purchased a 2500 sf hangar unit and long term lease at the Richland Airport as a subtenant to [REDACTED].
9. While there is sufficient evidence that Richland Airport Tenants lease property under different types of leases (FMV versus CPI rent adjustments), and these leases have presented a big issue regarding the Port's ability to ensure that tenants' are paying fair market value for their leases, there is insufficient evidence that Scott Keller, alone, is responsible for the rent inequity issues.
10. There is insufficient evidence that Commissioner Keller violated Washington law in creating or supporting the creation of a private utility infrastructure (the funding of the Circle Area Hangar Taxi-lane Project), which is alleged to have been "a multi-phase utility extension project from 2012 to 2018" solely for the benefit of private entities, without pro rata agreements.
 - a. The evidence establishes that there was a benefit in the early years of the airport to building and developing hangars.
 - b. There is no evidence to establish that the Port Commission was not aware of and did not support the development of infrastructure to support the building and use of hangars.

VI. Summary of Pertinent Events and Factual Findings

A. RICHLAND AIRPORT ISSUES/[REDACTED]

The Port of Benton is a public agency and is responsible, among other things, for the development and maintenance of two airports, namely: the Prosser Airport, and the Richland Airport. In the early years it appears that several individuals were involved in the initial development of aviation activities and building of hangars at the Richland Airport.⁴¹ Further, it also appears that the Port business dealings at the airport were handled more informally than they are currently handled due in part to an initial goal of bringing business into the Airport. The Richland Airport has had several Airport Managers, whose job it is to coordinate with the FAA to obtain funding for Capital Projects, and other maintenance efforts.⁴² These directors include:

Date	Director
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⁴¹ Interview with [REDACTED].
⁴² Interview with [REDACTED].

≈ 1990-2002 ⁴³	Keller
2002-2010	[REDACTED]
2010-2017	[REDACTED]
2017-2019	[REDACTED]
2020-2021	[REDACTED]
2021-2022	[REDACTED]
2022 - Present	[REDACTED]

B. Development Of And Leases With The [REDACTED]

In the 1990’s Scott Keller was the Assistant Executive Director and also functioned as Airport Manager.⁴⁴ Commissioner Keller became Executive Director of the Port of Benton on June 1, 2002⁴⁵ and remained in that role until 2019. The Richland Airport had land in the “Runway Protection Zone for Runway 1”⁴⁶ that the Port wanted to lease out, but the land is in a “non-aeronautical use area”⁴⁷ and could be used only for limited purposes. The Port was interested in leasing the acreage below the flight path to someone who would develop a golf course.⁴⁸ [REDACTED] family owned the [REDACTED], and [REDACTED] and Scott Keller (who are second cousins) met in March 1994 to “discuss the possibility of transforming the land in the Runway Protection Zone into a golf course.”⁴⁹ On February 10, 1995, [REDACTED] wrote a letter to the Port of Benton, attention Scott Keller, to formally propose that he be allowed to develop a 9-hole golf course in the flight path of the Richland Airport.⁵⁰ The proposal called for [REDACTED] to pay approximately \$400,000.⁵¹ to develop the golf course to include 9 holes, a driving range, a club house and parking.⁵² In exchange, [REDACTED] requested a low rent lease for a period of years.⁵³ On February 4, 1998, the Port of Benton entered into a ten-year lease of fifty-five acres with a lease rate of \$5000.00 per year, with a rate increase to \$7,500.00 after five years.⁵⁴ In addition, the original lease provides that the [REDACTED] will provide 10% of the green fees to the Port.⁵⁵ Former Port counsel [REDACTED] drafted the lease.⁵⁶ [REDACTED], the then Executive Director of the Port

⁴³ Keller Response, p. 7.

⁴⁴ Port Benton History: 1958-2012, as confirmed by [REDACTED].

⁴⁵ Port of Benton History:1958-2012, p. 28

⁴⁶ Keller Response to Complaints at P. 11, citing [Richland ALP RUNWAY 1 END-PLAN](#). At Sheet 13,

⁴⁷ *Id.*, citing https://portofbenton.com/wp-content/uploads/2022/11/RLD_ALPSheetsCombined6-22-22-1.pdf

⁴⁸ Interview of Scott Keller

⁴⁹ Letter, [REDACTED] to the Port of Benton, attn Scott Keller, February 10, 1995.

⁵⁰ *Id.*

⁵¹ *Id.*

⁵² *Id.*

⁵³ *Id.*

⁵⁴ Original Lease, Port of Benton and [REDACTED], February 4, 1998. (Note that the lease has an internal scrivener’s error that states that the lease is for a 10-year period, but the dates provided are 50-years apart).

⁵⁵ *Id.*

⁵⁶ Keller Response, p.7.

signed the lease and it was witnessed by Scott Keller.⁵⁷ The Port of Benton Commissioners were aware of the lease of land to [REDACTED] and received updates on the development of the golf course.⁵⁸

C. New August 1, 2008, Lease

[REDACTED] never paid more than \$5000 to lease the land and failed to pay the increase of \$7,500 after five years, nor did he ever provide any percentage of green fees.⁵⁹ The first lease included a lease increase provision that includes a provision for determining lease increases based on the fair market value of the property. As a result, and to avoid collection proceedings on the unpaid amounts in the original lease, in approximately 2008, the Port decided to draft a new lease for [REDACTED] and the suggestion by the Port Director of Finance, [REDACTED], was that the new lease rate be set at \$9000 per year, “which is approximately what the rent would be under a CPI rent adjustment for the \$7500 rent under the old lease.”⁶⁰

On August 1, 2008, the Port of Benton entered into a new CPI rent adjustment lease with [REDACTED] [REDACTED] for a continued lease amount of \$5000 per year.⁶¹ Scott Keller signed the lease on behalf of the Port of Benton.⁶² Scott Keller and [REDACTED] are cousins, and the evidence supports that this relationship was widely known, or disclosed.⁶³ The new lease that was signed by Scott Keller and [REDACTED] on August 1, 2008 did not include the recommended amount of \$9000, but instead provided for a rent of \$5000, plus the leasehold tax of \$642 for a total of \$5,642 for the first five years of the lease.⁶⁴ There was no report or other analysis to the Port of Benton Commission for approval of this ten year lease with the continued rate of \$5000 and with the percentage of green fees as part of the lease amount removed.⁶⁵ The approval of this lease by Scott Keller exceeded the authority delegated to him to enter into leases, which is limited to leases of five years or less.⁶⁶

D. Events Catered by the [REDACTED]

The [REDACTED] is one of several local eateries that the Port of Benton contracted with to provide food catering services to Port of Benton events, such as the summer barbeque at Crow Butte Park.⁶⁷ The testimony, correspondence, and accounting records demonstrate that the Port of Benton contracted with various eating establishments to provide catering services. There was no evidence that Scott Keller directed Port of Benton employees to use a particular restaurant. The evidence also establishes that few restaurants wanted to provide the summertime catering services where they would have to cook barbeque in the heat⁶⁸. The evidence establishes that the rates provided to the [REDACTED] were in line with the rates paid to other restaurants that provided

⁵⁷ *Id.*

⁵⁸ Commission meeting, June 1998, “[REDACTED] update.”

⁵⁹ July 2008, “New Lease for [REDACTED]” Lease note drafted by [REDACTED].

⁶⁰ *Id.*

⁶¹ New Lease, Port of Benton and [REDACTED], August 1, 2008.

⁶² *Id.*

⁶³ Testimony of [REDACTED], former Port Counsel, and [REDACTED], former Keller Executive Assistant.

⁶⁴ New Lease, Port of Benton and [REDACTED], August 1, 2008.

⁶⁵ Review of 2008 Port of Benton Meeting Minutes.

⁶⁶ Resolution No 98-1, Port of Benton Specific Policy Directives of Administrative Authority of Executive Director and Designees, I(C)(1), p.3.

⁶⁷ Testimony of [REDACTED] and correspondence with various restaurants regarding catering.

⁶⁸ Testimony of [REDACTED]

catering services. There was no evidence of special privileges or treatment provided to the [REDACTED] due to the familial relationship with Scott Keller.

E. Port Payment of Electricity to Operate Irrigation Pumps for the [REDACTED]

Investigation into the Port’s meters at the Richland Airport evidenced that a Port paid electricity meter has been used to pump the irrigation wells at the [REDACTED] to irrigate the greens since the development of the [REDACTED].⁶⁹ Neither the original 1998 lease for the [REDACTED], nor the new August 1, 2008, CPI rent lease provides that the Port will pay for the electricity to pump the water from the wells to irrigate the golf course. The evidence suggests that there was a benefit to the Port to use the well water.⁷⁰

F. Water and Sewer Main Line Connection to the Port Meter And Subsequent Use

In 2022, [REDACTED], who serves as the independent Port Engineer, was serving as the temporary Port manager when the position was vacant⁷¹. In his report to Diahann Howard dated July 1, 2025, [REDACTED] reports that there was an airplane accident where the Richland Fire Department had issues entering the airport that created a delayed response.⁷² [REDACTED] scheduled an emergency response training with the Richland Fire Department to improve emergency response. “During the training, they reviewed the underground fire hydrants that exist inside the fence of the Richland Airport.”⁷³ The fire crew asked if the hydrants had ever been exercised or tested, and [REDACTED] responded that they had not, to the best of his knowledge.⁷⁴ The Fire Department asked that the hydrants be tested with the Richland Water Department.⁷⁵ [REDACTED] contacted the Richland Water Department to schedule testing, which was delayed until spring/summer when the weather improved. [REDACTED] reports that Richland Water Maintenance was not able to schedule the testing until the Spring of 2025.⁷⁶ [REDACTED] reports that when Richland Water Maintenance finally tested the hydrants, “they found an unpermitted water connection next to 2002 Butler Loop.”⁷⁷ As they continued testing, they found other “undocumented water lines and service connections,” and they notified the Port, which led to a Port investigation that was addressed in the May 22, 2025, Port Commission Meeting. In that meeting, Port Executive Director, Diahann Howard disclosed the issue and announced that the Port was investigating the undocumented water lines.⁷⁸

On July 12, 2025, the Port Commission had a public workshop to discuss the history of the water line and sewer connections at the Port to certain hangars on the inside of the fence at the Richland Airport.⁷⁹ [REDACTED] testified from his perspective about the history of the water line that in 1999 there was a handshake agreement with a Port of Benton official (who I believe to be Scott Keller) that if [REDACTED] built a public restroom and provided janitorial supplies, the Port

⁶⁹ Testimony of [REDACTED].

⁷⁰ Testimony of [REDACTED].

⁷¹ Testimony of [REDACTED].

⁷² [REDACTED] Memo to Diahann Howard dated July 1, 2025, at p. 2.

⁷³ *Id.*

⁷⁴ *Id.*

⁷⁵ *Id.*

⁷⁶ *Id.*

⁷⁷ *Id.*

⁷⁸ Video Recording, May 22, 2025, Port of Benton Commission Meeting.

⁷⁹ Video Recording, July 12, 2025, Port of Benton Commission Workshop meeting (<https://vimeo.com/1099779101?share=copy#t=5.272>)

would furnish the water and sewer.⁸⁰ [REDACTED] stated that the restroom plans were submitted to the City of Richland and there were no problems to the concept of a single meter serving several pad sites.⁸¹

[REDACTED] also wrote a letter to [REDACTED] with the City of Richland on October 21, 2025, further explaining the timeline and explanations for how several hangars were hooked up to the main water line connected to the Port meter.⁸² The Port of Benton hired a consultant to review [REDACTED] timeline to locate evidence, such as building permits, to support the facts. The consultant's email states "[p]er my research ALL hangars in the SUBJECT AREA are permitted as empty hangars except that portion of 2082 Butler Loop "the Office" only/2054 Butler Loop and 2050 Butler Loop (TI was issued in 2008)."⁸³ The Consultant found no support for the statement in [REDACTED] letter that "[t]o Date POB has continued to furnish water and sewer service to 4 pad sites since 1999 in exchange for 2082 providing a public restroom. Both parties have performed for the last 25 years and are satisfied with the agreement."⁸⁴ In fact, in 2005, the Port built a public bathroom and installed a new meter making any alleged agreement for the Port to continue to provide free water and sewer connections to the bathroom in 2082 Butler Loop unnecessary.⁸⁵

It appears from my investigation that a handshake agreement, likely between Scott Keller⁸⁶ and [REDACTED], for [REDACTED] to fund a public restroom in exchange for the ability to hook up to the Port meter was extended without knowledge or permission of any Port official to allow other hangars to hook into the water and sewer line connected to the Port meter. As will be set out in more detail below, the facts support that Mr. Keller may have suspected that other hangars were hooked up to the Port meter, but did not independently investigate the situation based on a belief that the City of Richland did not care. There is no evidence to support that Mr. Keller actively supported these activities. In 2025, both the Port and the City of Richland find no support for this alleged verbal agreement and are asking for the recipients of these services to correct this issue.

G. Commissioner Keller's Purchase of 2049 Butler Loop Hangar

1. Connection to the Port Meter

In June 2017, Commissioner Keller purchased the hangar at 2049 Bulter Loop known as the "[REDACTED] Hangar" that had a "kitchen space on one side and a tiled ½ bath."⁸⁷ The permit for the hangar does not include a bathroom or a kitchen.⁸⁸ The hangar was connected to a water and sewer

⁸⁰ July 12, 2025, testimony at the Port of Benton Workshop; October 21, 2025, letter from [REDACTED] to [REDACTED] (City of Richland), p.2.; Declaration of Scott Keller d

⁸¹ *Id.*

⁸² Letter from [REDACTED] to [REDACTED] (City of Richland), p.2.

⁸³ November 3, 2025, email, [REDACTED] and John O'Leary.

⁸⁴ *Id.*

⁸⁵ *Id.*

⁸⁶ Mr. Keller did not admit that he was the Port official who reached the Agreement with [REDACTED], but he was the Airport Director in 1999. I emailed Mr. Keller and his attorney to ask him directly whether he was the person who made the Agreement, and if it was not him, who it was, but he did not answer my email.

⁸⁷ [REDACTED] Listing

⁸⁸ Department of Community & Development Services, Planning & Development Services Division Building permit number BP00-00425.

line that was hooked up to a Port meter and the water and sewer services to his hangar were paid for by the Port of Benton.⁸⁹

In an email string with his realtor at the time of purchase, Commissioner Keller asked about how the hangar was getting water and sewer services and stated that “the water and sewer connection for the [REDACTED] hangar may be in question. * * * I want to have my engineer look at options for connections either grandfathered in or a new connection. * * * I must check out the feasibility of a new connection or connecting it up the ‘correct’ way.”⁹⁰ On Friday, June 2, 2017, Commissioner Keller additionally disclosed to his realtor that:

“I remember the ‘main’ lines being installed. One half was paid for by the Port and the other half was paid for by [REDACTED]. I don’t know the agreement back then between [REDACTED] and [REDACTED], but I’ll attempt to find out. I just have to do the right thing * * * I don’t want this to delay the purchase but I need to know where I stand. The restroom is a big ticket item and is really one of the main reasons I want to (sic) hangar. I think we can work through the issue. Just want to keep you informed of the situation.”⁹¹

Commissioner Keller asked [REDACTED] to investigate the issue.⁹² [REDACTED] walked the Richland Airport with a City of Richland water maintenance foreman and found hoses connected from hangars to the Port’s water line and was told by individuals at the time to “mind his own business.”⁹³ [REDACTED] then made an appointment with [REDACTED] at the City of Richland⁹⁴. [REDACTED] told [REDACTED] that he would be willing to accept a couple of different options to fix the issue, but left it with [REDACTED] to go back to the Port and then bring forth a recommendation to the City.⁹⁵ [REDACTED] states that he gave this information to Mr. Keller, and Mr. Keller instructed him to stop working on the utility investigation.⁹⁶ The City was very busy when all of this occurred and that the City did not independently follow up on the water and sewer connection issue.⁹⁷

On June 3, 2017, Commissioner Keller emailed the Relator related to the water and sewer connection and stated that “[REDACTED] has some drawings we are looking at. I think we can figure out what is going on and fix it!”⁹⁸

Commissioner Keller purchased the hangar and reported his purchase to the Port Commission, but did not provide any statement regarding the fact that the hangar was hooked up to the Port meter, or that the City of Richland had asked for a recommendation on how to fix the issue. The minutes to the Port Commission June 2017 meeting provide that Commissioner Keller “discussed his personal THE AXE, LLC ground lease of .25 acres and purchase of an existing hangar of 2,400 square feet at the Richland Airport.”⁹⁹ The lease term is for ten years, with four (4) ten-year renewal terms for an amount which is consistent with previous hangar ground leases and fair

⁸⁹ Emails between Email, Scott Keller to [REDACTED] June 2, 2017, cc, [REDACTED]

⁹⁰ Email, Scott Keller to [REDACTED], June 2, 2017, cc, [REDACTED].

⁹¹ Email, Scott Keller to [REDACTED], June 2, 2017, cc, [REDACTED].

⁹² Declaration of Scott Keller.

⁹³ Interview of [REDACTED]

⁹⁴ *Id.*

⁹⁵ *Id.*

⁹⁶ *Id.*

⁹⁷ Interview of [REDACTED]

⁹⁸ Email, Scott Keller to [REDACTED], June 3, 2017, cc, [REDACTED].

⁹⁹ June 7, 2017, Port of Benton Commission meeting, Section 3, p. 3

market value of \$1,129.40, per year, including leasehold excise tax.”¹⁰⁰ In the May 2025, Port Commissioner’s meeting where Director Howard discussed the City’s request that the Port investigate the unpermitted use of the Port meter by hangar owners, Commissioner Keller did not appear surprised by the issue.¹⁰¹

2. Electricity Hook-up

Commissioner Keller stated that he has an electric meter hooked up to his hangar and regularly pays for his electricity.¹⁰²

3. Reduced Lease Area and Rent Amount for 2049 Butler Loop without Commission Approval

Commissioner Keller disclosed his purchase of the hangar at 2049 Butler Loop to the Port Commission in the June 2017 Commission meeting.¹⁰³ In that meeting, Commissioner Keller:

“discussed his personal THE AXE, LLC ground lease of .25 acres and purchase of an existing hangar of 2400 square feet at the Richland Airport. The lease is for ten years, with four (4) ten year renewal terms for an amount which is consistent with previous hangar ground leases and fair market value of \$1,128.40 per year, including leasehold excise tax.”¹⁰⁴

The actual ground lease that Commissioner Keller signed with the Port reduced the land area from 0.25 acres to 0.16¹⁰⁵ and reduced the rent on the ground lease from \$1,128.40 to \$819.11 per year, including leasehold excise tax.¹⁰⁶ Commissioner Keller did not report the reduced lease area or reduced rent to the Commission to obtain approval for the amended lease. Commissioner Keller did not have authority to change the terms of this 10-year lease without Commission Approval.¹⁰⁷

H. Leases with [REDACTED]

There is no evidence to support a connection between the Port’s decision to enter into a lease with [REDACTED] and other personal business between Scott Keller and [REDACTED].¹⁰⁸ There is evidence to support that when he was Assistant Executive Director, Scott Keller hired [REDACTED] to do work at Keller’s personal residence. [REDACTED] filed two liens related to

¹⁰⁰ June 2017 Port of Benton Commission meeting. Note that the Original ground lease signed by the Port and Scott Keller has a lower accounting for acreage and square footage (“[t]he property consists of 0.16 acres or 7,259 square feet of real property * * *”) Additionally, the lease amount in the Original lease is “\$725.90 plus the applicable leasehold tax of \$93.21 for a total of \$819.11.” There is no explanation for why the actual lease shows acreage and rent that is almost one half of the amounts disclosed to the Commission in the June 2017 Commission meeting.

¹⁰¹ Port Commission Meeting video recording, May 22, 2025.

¹⁰² Interview of Scott Keller

¹⁰³ June 7, 2017, Port of Benton Commission meeting, Section 3, p. 3

¹⁰⁴ *Id.*

¹⁰⁵ The lease is inconsistent with 0.17 listed on the cover page and 0.16 listed in the Agreement. The square footage was the same in both places at 7,259 square feet.

¹⁰⁶ Aviation Ground Lease Agreement, Port of Benton and THE AXE, LLC, June 29, 2017.

¹⁰⁷ Resolution No 98-1, Port of Benton Specific Policy Directives of Administrative Authority of Executive Director and Designees, I(C)(1), p.3.

¹⁰⁸ [REDACTED] was the original owner of [REDACTED]. The Company is now run by [REDACTED]

the work done on Keller's residence, one on November 23, 1999,¹⁰⁹ and one on November 24, 1999.¹¹⁰ Commissioner Keller provided evidence showing that the first lien was released on November 24, 1999, and the second lien was released on April 19, 2000.¹¹¹ There is no evidence that [REDACTED] entered into a lease with the Port of Benton in October 2001.¹¹² [REDACTED], the current owner of [REDACTED], denied this statement in his witness interview. The lease provided by Commissioner Keck in support of this allegation was a 2016 lease with [REDACTED]. Even if the Port of Benton had entered into a lease with [REDACTED] in 2001, Commissioner Keller was not then Executive Director of the Port, and there is no evidence to support a relationship between the personal business that Commissioner Keller had with [REDACTED] in 1999, and subsequent leases with the Port of Benton.

I. Lease Renewals and Lease Modifications for below Fair Market Value

The Richland Airport has grown a lot since its inception and it entered into leases with businesses and individuals both inside of the fence and outside of the fence to bring in industry and business opportunity to the Airport¹¹³. This is an explanation as to why the older leases are more favorable to the tenant than the newer leases.

The Port of Benton has some tenants with CPI rent adjustment leases, and some tenants with FMV rent adjustment leases and this is now creating an issue amongst the tenants in the commercial area outside of the fence who are complaining that higher lease amounts creates a competitive disadvantage for those tenants with other tenants who have similar businesses within a close proximity.¹¹⁴ For example, [REDACTED] owns a business on Stevenson Dr. and has an FMV rent adjustment lease.¹¹⁵ He states that the Port received a valuation in the Covid era that was high.¹¹⁶ The Port has raised his lease amount to a point that he alleges his business is no longer competitive with the business that is directly across the street and in the same line of work (self storage).¹¹⁷ While the Port has been attempting to collect fair market rent increases according to the lease, it is running into a great deal of opposition with the Port tenants.¹¹⁸ I did not find any evidence to suggest that as Executive Director or Commissioner, Scott Keller has ordered Diahann Howard to enter into lease renewals and lease modifications for below fair market value, but I do find evidence that this is an issue that must be addressed by the Port and the Port Commission.

J. Creation of Private Utility Infrastructure

The creation of "a private infrastructure" that allows the hangars at the Port of Richland to have electric hookups appears to have been a necessary process in order to have individuals want to expend money to build hangars at the airport. Hangars are used to store planes, but also to make any necessary repairs to planes. It would be impossible to see inside a hangar without lighting. There is no evidence to suggest that Commissioner Keller acted outside of his authority in ensuring that hangar builders and owners could hook up to electricity. There was a public benefit to the Port to have airplane owners want to use the Airport, which would involve the storage and minor repairs

¹⁰⁹ AFN:1999-035858 in the amount of \$5,655.13.

¹¹⁰ AFN:1999-035922 in the amount of \$6,118.13.

¹¹¹ Lien releases

¹¹² Response, Commissioner Keller

¹¹³ Interview with [REDACTED]

¹¹⁴ Interview of [REDACTED].

¹¹⁵ *Id.*

¹¹⁶ *Id.*

¹¹⁷ *Id.*

¹¹⁸ Interview with [REDACTED]; Interview with [REDACTED]

of their planes. I do not find evidence that when acting as Executive Director, Commissioner Keller, acted to benefit private entities, rather the actions were to be able to lease land to private individuals or entities, which required basic utilities.

VII. Summary of Legal Conclusion

Summarizing my legal conclusions, for the reasons stated in the body of this report, I find sufficient evidence to support the following violations of Washington statute, Constitution, or Port Rules:

- A. [REDACTED] **Complaint:** Commissioner Keller violated Port Rule 12.3 when he interacted with [REDACTED] in [REDACTED] Port office and discussed the upcoming commissioner race and further stated that once Bill O'Neil is elected, things would change.
- B. [REDACTED] **Complaint:**
1. Commissioner Keller violated Washington state gifting laws (Article VIII, Section 7¹¹⁹) when the Port entered into a new lease with [REDACTED] for the property for [REDACTED] on August 1, 2008.
 2. Commissioner Keller violated Washington state law (Article VIII, Section 7¹²⁰, RCW 42.23.030¹²¹ or .070¹²²) by knowingly receiving public water and sewer services paid for by the Port of Benton for the hangar that he purchased in the name of his personal business, THE AXE, LLC, located at 2049 Butler Loop.
 3. Commissioner Keller violated Washington state law (Article VIII, Section 7¹²³, RCW 42.23.030¹²⁴ or .070) when he reduced the ground lease premises area and rent rate for his hangar at 2049 Butler Loop from the amounts previously approved by the Port Commission.¹²⁵

¹¹⁹ *Id.*

¹²⁰ See, supra, fn. 7.

¹²¹ See, supra, fn. 5.

¹²² See, supra, fn. 6.

¹²³ See, supra, fn. 7.

¹²⁴ See, supra, fn. 5.

¹²⁵ Review of Commission Meeting Minutes June 2017,