

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

The regular Commission meeting will be available via Zoom, by telephone conference call, and in person. The Zoom link to access this broadcast and the call-in number to participate by telephone will be 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 October 14, 2026, 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., October 14, 2026

3250 Port of Benton Blvd., Richland, WA 99354

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE

C. CONSENT AGENDA

1. Approval of Agenda
2. Approval of Minutes of September 16, 2026, Commission Meeting
3. Approval of Vouchers and Certifications, Including Payroll for the Month of September, Totaling \$815,847.51
4. Certification of Surplus for Port of Benton Personal Property

D. PUBLIC COMMENT

E. ITEMS OF BUSINESS

1. Welcome and Update from Rachel Hicks, Washington State University Tri-Cities, GEAR UP OVP
2. Welcome and Update from Rich French, Small Business Development Council
3. Resolution 26-57, A Resolution of the Port of Benton Commission Authorizing the Interim Executive Director to Execute Documents Related to a Perpetual Roadway Easement to the City of Prosser
4. Resolution 26-58, A Resolution of the Port of Benton Approving a Lease Agreement with the United States of America, Acting by and Through the General Services Administration, for 2019 Butler Loop, Richland Airport
5. Resolution 26-59, A Resolution of the Port of Benton Authorizing a Memorandum of Understanding with the Tri-Cities Rowing Association for Feasibility Planning of a Proposed Paddle and Row Center
6. HMIS Lease Security Deposit Requirement, Richland Business Park
7. Schedule of User Fees and Charges
8. Hi-Line Engineering Ground Lease Amendment, Richland Airport
9. Resolution 22-42, Relating to Land Rates at Richland Airport Park, Review, Discussion and Possible Action

F. INFORMATION REPORTS

1. Grants Update
2. Capital Projects Update
3. Airport Update
4. Crow Butte Update

G. DIRECTOR REPORTS/COMMENTS

1. Real Estate
2. Marketing
3. Port Attorney
4. Finance Director

5. Interim Executive Director

H. COMMISSIONER REPORTS/COMMENTS

- I. RECESS TO EXECUTIVE SESSION as legally allowed pursuant to RCW 42.30.110(1)(c), to discuss real estate; RCW 42.30.110(1)(i), discussion with legal counsel regarding potential litigation and legal risks; RCW 42.30.110(1)(g), to evaluate the qualifications of a candidate for appointment or performance of a public employee

The session is expected to take 45 minutes.

J. RECONVENE COMMISSION MEETING

- May take action following executive session

K. ADJOURNMENT

The next regular Port of Benton Commission meeting will be held at 8:30 a.m. on **Tuesday, November 10, 2026**, at the Port of Benton Commission meeting room, 3250 Port of Benton Blvd., Richland, Washington.

PORT OF BENTON
COMMISSION MEETING MINUTES
September 16, 2026

- A. CALL TO ORDER:** The regular monthly meeting was called to order at 8:30 a.m. at 2140 Wine Country Road, Prosser, WA

PRESENT: Commissioner Scott D. Keller, Commissioner Lori Stevens. Commissioner Keller will be chairing in place of Commissioner O'Neil, who is unable to attend in person or via Zoom due to illness

PORT STAFF PRESENT: Stuart Dezember, Summers Miya, Audrey Burney, Bryan Bell, Brandin Lopez, Ron Branine, Quentin Wright, Jorge Celestino

ALSO PRESENT: Clif Dyer, Sundance Aviation; Len Burton, City of Benton City Mayor; Gareth Nisbet, Mark Underwood, Richland Airport; Gary Vegar, City of Prosser Mayor; Rachel Shaw, City of Prosser; Nicole Jech, Prosser Chamber of Commerce

The following attendees attended via remote communications: Wendy Culverwell, Tri-City Herald; Bryan Condon, Century West Engineering; Angela Sarceno-Lyman; Mardie Romero; Sheri Collins; Julia Mora; Dan Hanson, Apple Valley News; John O'Leary, Gravis Law; Shaylee Nilsson; One unknown phone number

The Commission noticed the meeting as required by RCW 42.30.070.

- B. PLEDGE OF ALLEGIANCE:** Commissioner Lori Stevens led those present in reciting the Pledge of Allegiance.

C. CONSENT AGENDA

1. Approval of Agenda
2. Approval of minutes of August 12, 2026, Commission Meeting
3. Approval of minutes of August 28, 2026, Special Commission Meeting
4. Approval of minutes of September 8, 2026, Special Commission Meeting
5. Approval of vouchers and certifications, including payroll for August, totaling \$1,789,006.29
6. Consent to assignment of ground lease – Vitro Building, Richland Airport Business Park
7. Resolution 26-56, A resolution of the Port of Benton to cancel warrant no. 086447, which was printed with errors

A motion was made by Commissioner Lori Stevens, seconded by Commissioner Scott Keller and unanimously passed by the Commissioners present, approving the agenda for the

September 16, 2026 Commission meeting, approving the minutes from the August 12, 2026 Commission Meeting, approval of minutes from August 28, 2026 Special Commission Meeting, approval of minutes for September 8, 2026 Special Commission Meeting, approval of vouchers and certifications, including payroll for August, totaling \$1,789,006.29, Consent to assignment of Ground Lease- Vitro Building, Richland Airport Business Park, approval of Resolution 26-56, a Resolution of the Port of Benton to cancel Warrant No. 086447, which was printed with errors

D. PUBLIC COMMENT

No Comments

E. ITEMS OF BUSINESS

1. Welcome and Update from Mayor Len Burton, City of Benton City

Interim Executive Director, Ron Branine, introduced Mayor Len Burton of the City of Benton City.

Mayor Len Burton requested Port support for two community needs:

- The rebuilding of the community stage in the park serves as a central activity space and is part of Benton City's efforts to grow weekend markets and community events.
- Need help with roof repair at the Benton City Chamber of Commerce building, which is estimated to cost around \$16,000.

Mayor Burton said Benton County funding was being pursued for the stage, but additional funding of roughly \$100,000 to \$150,000 may still be needed.

Commissioners acknowledged the requests and said they would discuss the funding further.

2. Welcome and Update from Nicole Jech, Prosser Chamber of Commerce

Interim Executive Director, Ron Branine, introduced Nicole Jech with the Prosser Chamber of Commerce.

Nicole Jech, the Executive Director of the Prosser Chamber of Commerce, presented an overview of Chamber work and Community promotion:

- The Chamber's mission is to support growth and improvement in the business community. Core services include website listings, newsletter promotions, referrals, media promotions, membership luncheons, and a visitor information center.
- The Chamber organized 11 annual events and added 20 new members in 2026.
- Events highlighted included ribbon cuttings, Scottish Fest, and the Old-Fashioned 4th of July and Car Show. Scottish Fest drew about 1,600 attendees, and 2027 will be its 25th year.
- The Prosser Chamber is also helping promote Prosser through the Northwest Explorer video series; there are six videos produced or planned, including Prosser Vibe, Prosser Wellness, The Science of Winemaking, Winery Hospitality, A Day in Prosser, and the Creative District.
- The presentation emphasized tourism, business visibility, and community storytelling as economic drivers.

3. Welcome and Update from Mayor Gary Vegar, City of Prosser

Interim Executive Director Ron Branine introduced Mayor Gary Vegar of the City of Prosser.

Mayor Gary Vegar described Prosser's strategic-planning process, which focuses on:

- Refreshing mission and vision statements
- Building goals through community participation, Surveys, and student engagement
- Bringing the work through council workshops and public sessions with facilitation support from Michelle Holt, Benton-Franklin Council of Governments

Mayor Vegar describes five council goals and how they connect to city services, budgeting, and measurable results. The city is using a prioritization framework that includes "musts," "needs," and "wants," with an emphasis on:

- Livability and quality of life
- Financial sustainability
- Economic development and jobs
- Infrastructure and transportation
- Operational excellence and communication

Current and recent efforts include:

- Park advisory work and grant applications for park improvements
- Prosser's first roundabout
- A 50/50 sidewalk repair program for homeowners and the city
- Comprehensive plan review, which is currently under state review
- Measuring results and using a corrective feedback loop to adjust priorities

Commissioners asked about development activity near the Hogue production facility and the wine industry's slowdown. Mayor Vegar explained that the area is becoming a storage container business site and that the city is leaning into broader marketing efforts because the agriculture and wine sectors are under pressure.

4. Washington State University Tri-Cities White Bluffs Lease

Director of Economic Development Audrey Burney brought forward a 3-year lease with two 1-year options for WSU Tri-Cities at 3251 Port of Benton Blvd. for about 7,500 square feet. The lease supports professional, academic research, and educational services for the Hanford History Project. Burney also recommended waiving WSU's rent security deposit because WSU is a Washington State public institution; the waiver was described as limited to WSU and the current permitted use. The lease includes a thirty-day notice provision if grant funding is lost.

A motion was made by Commissioner Lori Stevens, seconded by Commissioner Scott Keller and unanimously passed by the Commissioners present, approving the Washington State University Tri-Cities White Bluffs Lease and waiving the rent security deposit

5. Long-Term Rail Operations Contract

Director of Capital Projects, Rail & Engineering Brandin Lopez opened discussion on the Port's long-term rail operator strategy because the current Columbia Rail agreement is month-to-month and expires January 31, 2027. Lopez described current responsibilities under the agreement, including rail operations, customer service, class 1 railroad coordination, emergency response, and day-to-day operations.

The Port pays Columbia Rail \$48,500 per month (\$582,000 annually) for operating services. Columbia Rail pays the Port \$14,037 per month (\$168,444 annually) for rent for use of Port-owned rail infrastructure and facilities. The Port may generate additional revenue through railcar storage and other activities authorized under the agreement.

The goal is to pursue a flexible five- or ten-year preferred contract term with optional renewal periods. The agreement will include clear performance standards, periodic review milestones, and termination provisions to maintain accountability and continued value to the Port and community. Lopez said he hopes to post the RFP within 2 weeks.

Commissioners supported the idea and appreciated Columbia Rail's efforts.

6. 2025 Financial Statement including Federal Audit Report

Director of Finance, Stuart Dezember, presented the 2025 audit results from the State Auditor's office. The state audit covered both financial statements and federal expenditures. The Federal audit scope included airport and railroad tie replacement projects because the Port spent \$1 million or more on federal funds. Dezember stated that, in reviewing the report, no findings were reported.

Management items identified for improvement included:

- Reassessing fully depreciated capital assets
- Updating the procurement policy to include federal requirements for small and minority-owned businesses, women's business enterprises, labor surplus area firms, and domestic preference language
- Correcting a \$38,000 cash overstatement tied to Yardi implementation deposits
- Correcting the use of a grant reporting number
- Completing the final audit submission more efficiently; although filed on time, it took 63 additional days to finish and reconcile fully

The Port has 346 zero-balance assets that were not reevaluated in 2025 and were originally purchased for about \$19 million. Staff will reassess useful lives, and dispose of or remove obsolete assets as needed.

Dezember stated that the audit report was scheduled to be published on the State Auditor's website on Thursday, September 17, 2026.

7. 2026 Budget Update

Director of Finance Stuart Dezember presented a budget update through July, emphasizing that the numbers were estimates but more current than the prior review material.

Major revenue changes include:

- Beginning cash was increased by \$1.7 million after the prior estimate was found to be incorrect
- Lease revenue was reduced because several anticipated leases were not executed
- 3110 Port of Benton Blvd. remains vacant, reducing expected lease revenue by \$360,000
- 2019 Butler Loop (the old Blue Star Property) had not been executed but was expected soon
- Track use revenue was revised from \$881,000 to approximately \$700,000 due to actual car counts
- Tenant utility reimbursements were corrected as they had not been invoiced in 2024 and 2025; approximately \$275,000 has been collected, with about \$330,000 originally unbilled
- Property tax revenue was reduced by \$680,000 due to an error in forms sent to Benton County
- Grant revenue was reduced approximately \$7 million because the Port will not spend the originally budgeted amounts in 2026

The Net Effect was:

- The Net operating income was reduced by \$683,000
- Net deficit increased by \$953,000
- Estimated ending cash increased by \$784,000

Dezember stated that the ending cash figure would become the starting point for the 2027 budget.

8. T-Hangar Building New Ground Lease Structure

Commissioner Keller stated that this item of business would be tabled until the October meeting.

F. INFORMATION REPORTS

1. Grants Update

BUILD Grant / Southern Connection Rail Modernization Project:

Director of Capital Projects, Rail & Engineering Brandin Lopez said the Port continues to advance the White Bluffs Southern Connection Rail Line Rehabilitation Project, funded through a \$9.56 million federal BUILD Grant and a \$2.4 million Port match. Staff submitted the grant agreement to the U.S. Department of Transportation and are working through the federal contracting process. Lopez said he hopes for a resolution by November. Because of the timing delay, the Port plans to issue a design services RFP to keep the project moving.

Washington Department of Commerce Grant / CRISI Grant:

Brandin Lopez reported a \$232,800 Commerce Grant for design services related to additional rail spurs and rail yard development. The Port will leverage that work with a \$2.5 million CRISI Grant. The Port is using the funds for design and permitting activities and future construction efforts. Lopez stated the broader funding sequence may push the \$51 million effort into Quarter 1 2027.

Construction Project Manager Bryan Bell provided a final round of project updates, including: The RCO Grant application for planning and engineering at Crow Butte moved to completed status and received the highest possible point count. Bell stated the RCO expects to publish results by October 21, 2026. If the planning grant is awarded, the Port will pursue a construction grant in November.

2. Capital Projects Update:

Steptoe Rail Crossing review:

Director of Capital Projects, Rail & Engineering Brandin Lopez reported that the Steptoe Street Rail crossing improvement project is complete and fully open to traffic. The rail portion is in service, and final loose ends such as light adjustments and fiber connections are still being wrapped up.

Paddle and Row Center –

Brandin Lopez said staff recently met with the Paddle and Row Center and are working through many details. Lopez expects to bring a bigger update and possibly a finalized MOU to the next meeting, followed later by a development agreement if the project moves ahead.

Permit Center and Internal Process Improvements –

Lopez described a draft Permit Review Center on Port's website. The goal is to streamline permit submittals for utilities, traffic control, water lines, fiber requests, and other development-related approvals. The new portal would provide instructions, required materials, next steps, and automated email routing. Lopez said a fee schedule is also being developed to align with the new permit process.

Surplus Rail Equipment –

Brandin Lopez said the Port is looking to sell old rail equipment that is no longer being used. Staff may bring forward items for disposal or sale and may coordinate with Facilities on a broader surplus list.

Construction Project Manager Bryan Bell stated that the design for the new building at 2501 Stevens Drive is about 90% complete. Staff is meeting with tenants and stakeholders, including Barnhart, to address relocation and design comments. A state energy-code change was delayed until July 2027, giving the Port more time and realigning the project schedule with Architects West for final design, permitting, and bids.

3. Airports Update:

Airport Manager, Quentin Wright, gave an update on the Richland Airport Apron Project. Wright said the project had minor setbacks due to asbestos piping near a fire hazard area, but it is back on schedule now. Wright said there will be a short period without self-serve fuel while work occurs around the fuel tanks. The Port received an unbudgeted \$27,000 from WSDOT Aviation to fund the project match.

The Richland Airport overlay process is moving ahead; a meeting is planned with Warsaw Aviation to review proposed zoning protections.

Wright said the Prosser Balloon Rally is also progressing; the runway will again be closed from 6:30 am to 8:00 a.m. for safety during the event. The FAA will be attending the event this year. Wright said the City of Prosser submitted a letter requesting about a quarter-acre of land outside the fence at Prosser Airport for the roundabout project; staff will return next month with a recommendation.

4. Crow Butte Update:

Interim Executive Director Ron Branine said fiscal year revenue for 2026 is up 5.38% because of the fee changes, but attendance is down 8.52%. The decline was partly attributed to higher fuel costs, including diesel prices around \$7.40 per gallon.

The park is less than 30 days from closing.

G. DIRECTOR REPORTS / COMMENTS

1. Real Estate

Director of Economic Development Audrey Burney reported that staff executed four agreements in the last month, including an HSI Compliance agreement and others involving North Coast Enterprise, Intera, and Tirridis.

Burney said the staff is working on nine additional items, including GSA, IT Development, ADIOC, and others.

HMIS plans to leave its MO404 space but wants to continue leasing the warehouse behind it. The modular building at MO404 may be demolished if it becomes vacant. The Port would need to budget for that.

Burney stated that other leasing and tenant updates include:

- White Bluffs Computational Facility moving into 3100
- HMIS, PNNL, Sigma building, and Bio-Gro are planning to leave by December 31, 2026
- Several rental and land prospects are being explored to backfill the vacancy
- Work is ongoing with BNSF to obtain a permit to remove trees at the Treetop property before moving forward with development

2. Marketing

Marketing & Communications Manager Summers Miya stated that third Thursday USS Triton tours have continued at full capacity since the last Commission meeting, noting that the Port has hosted the following groups since the August meeting: an additional third Thursday tour, Boys & Girls Club, Girl Scouts, Northwest Dodge Brothers, Combat Veterans local chapter (1st stop at

poker fun, fundraiser event) and tomorrow will be the September third Thursday tour and Friday the Silent Service Motorcycle group will be hosting an event of 50 people from around the region.

Miya stated displayed recent ads, including the Prosser Record Bulletin Balloon Rally ad, and the October Construction & Real Estate edition ad, which features 3110 and 3190, which are, or will be, available to potential tenants.

Miya stated that several press releases have been issued since the August meeting, Public Bus Tour, Richland Airport Project Begins (following up with weekly project updates), Port Invites Media to Take Flight During Great Prosser Balloon Rally Media Day.

Miya noted that she attended the August Chamber Legislative update at the Convention Center, continued committee duties for the Entrepreneurial Awards event, including flyer and press release, adding that the nomination window was extended one week.

Miya provided an update on the community outreach campaign, noting that the August Meta test is complete. The \$500 investment reached 21,000, with the ad being viewed over 32,000. The site experienced 582 confirmed visits, which brings ad cost to .86/visit. There were 726 click-throughs and over 5,300 interactions. Miya explained that the TikTok campaign is running now and the initial signs are really good.

Miya stated that she is working with the team on round two of the Comprehensive Plan updates. Miya noted that the public tour registration launched in early August and the tour will take place on Wednesday, September 30. There are currently 17 RSVPs.

Miya stated that the team enjoyed the Chukar Cherries visitor experience yesterday and a follow-up video will be shared in the near future. Miya added that the American World War II Heritage City signs have been installed throughout the North Richland Port district. Miya added that the IRONMAN event is coming up on Sunday, September 20 and the Port has assisted with communicating about the traffic plan and also provided the 3110 parking lot as a supply lot for the crew, through an indemnification agreement. Miya added that she will be attending the Balloon Rally Media Day with a media representative and RiverFest on Saturday, October 3, and invited the Commissioners to attend the event.

3. Port Attorney

Port Attorney John O'Leary stated that there were no items for the regular session.

4. Finance Director

Director of Finance, Stuart Dezember stated that he had no further items for his report.

5. Interim Executive Director

Interim Executive Director Ron Branine said he is continuing one-on-one meetings with managers and directors, as well as monthly all-staff meetings.

**Port of Benton, Benton County, Washington
Voucher Certification and Approval
for the Month of September 2026**

General Expenses

Accounts Payable Warrants #:	86596	-	86718	\$	602,255.25
Electronic Payments:					4,572.76
Total General Expenses				\$	<u>606,828.01</u>

Payroll

Direct Deposit:				\$	142,351.73
ACH					
Electronic Payments:					
IRS Payroll Tax Deposit					51,875.54
Other Payroll Related Payments					14,792.23
Total Payroll				\$	<u>209,019.50</u>
Total General Expenses and Payroll				\$	<u>815,847.51</u>

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

Attest: _____

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 _____, 2026.

President

Vice President

Secretary

Bank	Date	Payee	Doc No.	Amount	Cleared
	9/4/2026	VEN00013--AHBL, INC.	86596	949.00	In transit
	9/4/2026	VEN00038--BANNER BANK - Credit Card	86597	7,771.13	In transit
	9/4/2026	VEN00044--BENTON PUD	86598	3,053.77	In transit
	9/4/2026	VEN00053--BENTON RURAL ELEC ASSOCIATION	86599	707.82	In transit
	9/4/2026	VEN00007--BLUEROOM	86600	754.57	In transit
	9/4/2026	VEN00066--BNSF RAILWAY COMPANY	86601	1,700.00	In transit
	9/4/2026	VEN00075--CASCADE NATURAL GAS CORP	86602	118.10	In transit
	9/4/2026	VEN00290--CI-PW, LLC (Paradise Bottled Water)	86603	84.87	In transit
	9/4/2026	VEN00071--CITY OF PROSSER	86604	7,722.06	In transit
	9/4/2026	VEN00077--COLUMBIA BASIN IT	86605	3,485.02	In transit
	9/4/2026	VEN00105--CONNELL OIL, INC	86606	2,791.91	In transit
	9/4/2026	VEN00143--DSD BUSINESS SYSTEMS	86607	5,311.50	In transit
	9/4/2026	VEN00161--EXPRESS SERVICES, INC.	86608	1,352.60	In transit
	9/4/2026	VEN00175--FRONTIER FENCE, INC.	86609	187.70	In transit
	9/4/2026	VEN00009--GEO WAY ACE HARDWARE	86610	56.40	In transit
	9/4/2026	VEN00200--HDR ENGINEERING, INC	86611	2,330.59	In transit
	9/4/2026	VEN00525--HUB INTERNATIONAL NORTHWEST LLC	86612	72,717.84	In transit
	9/4/2026	VEN00229--KELLEY'S TELE- COMMUNICATION, INC.	86613	167.00	In transit
	9/4/2026	VEN00231--KENNEWICK INDUSTRIAL & ELECTRICAL SUPPLY	86614	180.43	In transit
	9/4/2026	VEN00236--LES SCHWAB TIRE CENTERS OF WA LLC	86615	393.82	In transit
	9/4/2026	VEN00242--LIBERTY LAWN & SAW	86616	113.57	In transit
	9/4/2026	VEN00510--LIFESECURE INSURANCE COMPANY	86617	448.20	In transit
	9/4/2026	VEN00380--MCCLATCHY COMPANY	86618	287.59	In transit
	9/4/2026	VEN00815--MONTAVUE LLC	86619	359.07	In transit
	9/4/2026	VEN00843--PACIFIC PUBLIC AFFAIRS	86620	9,000.00	In transit
	9/4/2026	VEN00718--PND ENGINEERS INC	86621	76,447.76	In transit
	9/4/2026	VEN00783--PYE-BARKER FIRE & SAFETY dba MOON SECURITY SERVICES	86622	7,210.43	In transit
	9/4/2026	VEN00842--RIVERSIDE NW LAW GROUP PLLC	86623	22,960.00	In transit
	9/4/2026	VEN00385--THE HOME DEPOT CRC/GECF	86624	1,103.86	In transit
	9/4/2026	VEN00762--TK ELEVATOR CORPORATION	86625	935.68	In transit

9/4/2026	VEN00377--TRI-CITY AREA JOURNAL OF BUSINESS	86626	131.80	In transit
9/4/2026	VEN00298--TRI-CITY COMPUTER CONSULTING LLC	86627	1,904.00	In transit
9/4/2026	VEN00399--TRIDEC, INC.	86628	5,000.00	In transit
9/4/2026	VEN00408--U.S. BANK	86629	700.00	In transit
9/4/2026	VEN00402--UNDERGROUND CREATIVE, LLC	86630	2,050.00	In transit
9/4/2026	VEN00414--VERIZON COMMUNICATIONS INC	86631	1,600.36	In transit
9/4/2026	VEN00746--VERIZON CONNECT FLEET USA LLC	86632	622.56	In transit
9/4/2026	VEN00449--ZIPLY FIBER	86633	290.75	In transit
9/4/2026	VEN00449--ZIPLY FIBER	86634	556.97	In transit
9/4/2026	10036--Scaroni, Christopher	86635	300.00	In transit
9/4/2026	10024--Pisca, Joe	86636	104.28	In transit
9/4/2026	10029--Wright, Quentin	86637	735.71	In transit
9/4/2026	10037--Keller, Scott	86638	97.15	In transit
9/4/2026	10043--Potter, Wayne	86639	420.50	In transit
9/8/2026	VEN00839--TIP PIT BBQ INC	86640	6,474.96	In transit
9/11/2026	VEN00012--AFLAC	86641	1,155.56	In transit
9/11/2026	VEN00044--BENTON PUD	86642	2,235.18	In transit
9/11/2026	VEN00059--BENTON-FRANKLIN HEALTH DEPT	86643	30.00	In transit
9/11/2026	VEN00469--CENTURY WEST ENGINEERING CORP	86644	1,200.00	In transit
9/11/2026	VEN00136--DIGITAL IMAGE TRI-CITIES, INC.	86645	142.53	In transit
9/11/2026	VEN00161--EXPRESS SERVICES, INC.	86646	1,352.60	In transit
9/11/2026	VEN00009--GEO WAY ACE HARDWARE	86647	103.35	In transit
9/11/2026	VEN00310--PROSSER CHAMBER OF COMMERCE	86648	1,000.00	In transit
9/11/2026	VEN00334--SANITARY DISPOSAL, INC.	86649	1,905.60	In transit
9/11/2026	VEN00636--SENSKE LAWN & TREE CARE LLC	86650	4,885.38	In transit
9/11/2026	VEN00608--SIERRA ELECTRIC, INC	86651	267.65	In transit
9/11/2026	VEN00352--SMARSH, INC.	86652	40.54	In transit
9/11/2026	VEN00381--TRI-CITIES REGIONAL BUSINESS	86653	1,333.33	In transit
9/11/2026	VEN00399--TRIDEC, INC.	86654	2,500.00	In transit
9/11/2026	VEN00402--UNDERGROUND CREATIVE, LLC	86655	2,864.33	In transit
9/11/2026	VEN00570--VITAL RECORDS CONTROL	86656	481.17	In transit
9/11/2026	VEN00449--ZIPLY FIBER	86657	169.02	In transit
9/11/2026	VEN00449--ZIPLY FIBER	86658	130.05	In transit

9/11/2026	10026--Stevens, Lori	86659	118.56	In transit
9/11/2026	VEN00201--HEALTH CARE AUTHORITY	86660	43,694.27	In transit
9/18/2026	VEN00209--4IMPRINT, INC	86661	192.24	In transit
9/18/2026	VEN00006--ABADAN, INC	86662	209.20	In transit
9/18/2026	VEN00044--BENTON PUD	86663	22.83	In transit
9/18/2026	VEN00508--BJ PAINT & CARPET, INC.	86664	76.83	In transit
9/18/2026	VEN00469--CENTURY WEST ENGINEERING CORP	86665	38,426.31	In transit
9/18/2026	VEN00083--CENTURLINK	86666	147.60	In transit
9/18/2026	VEN00321--CI INFORMATION MANAGEMENT	86667	51.23	In transit
9/18/2026	VEN00290--CI-PW, LLC (Paradise Bottled Water)	86668	91.39	In transit
9/18/2026	VEN00089--CITY OF RICHLAND	86669	226.11	In transit
9/18/2026	VEN00102--COLUMBIA BASIN PAPER & SUPPLY	86670	47.92	In transit
9/18/2026	VEN00105--CONNELL OIL, INC	86671	1,941.37	In transit
9/18/2026	VEN00107--COOK'S ACE HARDWARE	86672	119.97	In transit
9/18/2026	VEN00113--CROWN PAPER & JANITORIAL INC.	86673	83.02	In transit
9/18/2026	VEN00639--CWW LLC (COLUMBIA RAIL)	86674	48,500.00	In transit
9/18/2026	VEN00136--DIGITAL IMAGE TRI-CITIES, INC.	86675	38.08	In transit
9/18/2026	VEN00152--ELMERS FLAG & BANNER, INC	86676	1,282.75	In transit
9/18/2026	VEN00161--EXPRESS SERVICES, INC.	86677	1,352.60	In transit
9/18/2026	VEN00009--GEO WAY ACE HARDWARE	86678	224.41	In transit
9/18/2026	VEN00811--GOODSTEIN LAW GROUP PLLC	86679	28,839.00	In transit
9/18/2026	VEN00601--GRAVIS LAW PLLC	86680	27,839.00	In transit
9/18/2026	VEN00214--IRRIGATION SPECIALISTS, INC	86681	64.26	In transit
9/18/2026	VEN00223--JOHNSTONE SUPPLY	86682	246.06	In transit
9/18/2026	VEN00291--KENNEWICK RANCH AND HOME	86683	203.42	In transit
9/18/2026	VEN00236--LES SCHWAB TIRE CENTERS OF WA LLC	86684	862.02	In transit
9/18/2026	VEN00815--MONTAVUE LLC	86685	2,282.02	In transit
9/18/2026	VEN00262--MR. ROOTER PLUMBING	86686	2,226.86	In transit
9/18/2026	VEN00297--PERSONAL TOUCH CLEANING, INC.	86687	29,060.11	In transit
9/18/2026	VEN00299--PHASE 2 ELECTRIC, INC.	86688	897.11	In transit
9/18/2026	VEN00295--PROSSER ECON DEV ASSOCIATION	86689	7,500.00	In transit
9/18/2026	VEN00315--PURCHASE POWER	86690	200.00	In transit

9/18/2026	VEN00783--PYE-BARKER FIRE & SAFETY dba MOON SECURITY SERVICES	86691	2,224.83	In transit	
9/18/2026	VEN00298--TRI-CITY COMPUTER CONSULTING LLC	86692	541.82	In transit	
9/18/2026	VEN00727--VALLEY WIDE COOPERATIVE INC	86693	108.00	In transit	
9/18/2026	VEN00358--WASHINGTON STATE AUDITOR'S OFFICE	86694	6,772.80	In transit	
9/18/2026	VEN00449--ZIPLY FIBER	86695	489.87	In transit	
9/18/2026	10045--Celestino Barragan, Jorge	86696	960.53	In transit	
9/25/2026	VEN00209--4IMPRINT, INC	86697	971.14	In transit	
9/25/2026	VEN00013--AHBL, INC.	86698	759.00	In transit	
9/25/2026	VEN00519--ARCHITECTS WEST, INC.	86699	46,777.50	In transit	
9/25/2026	VEN00075--CASCADE NATURAL GAS CORP	86700	104.30	In transit	
9/25/2026	VEN00083--CENTURYLINK	86701	173.54	In transit	
9/25/2026	VEN00290--CI-PW, LLC (Paradise Bottled Water)	86702	45.70	In transit	
9/25/2026	VEN00107--COOK'S ACE HARDWARE	86703	162.86	In transit	
9/25/2026	VEN00136--DIGITAL IMAGE TRI-CITIES, INC.	86704	250.24	In transit	
9/25/2026	VEN00161--EXPRESS SERVICES, INC.	86705	2,409.32	In transit	
9/25/2026	VEN00009--GEO WAY ACE HARDWARE	86706	249.45	In transit	
9/25/2026	VEN00419--GRAINGER	86707	634.59	In transit	
9/25/2026	VEN00231--KENNEWICK INDUSTRIAL & ELECTRICAL SUPPLY	86708	144.87	In transit	
9/25/2026	VEN00644--LEAF	86709	249.14	In transit	
9/25/2026	VEN00236--LES SCHWAB TIRE CENTERS OF WA LLC	86710	2,005.72	In transit	
9/25/2026	VEN00471--OSBORN CONSTRUCTION & DESIGN, LLC	86711	5,984.00	In transit	
9/25/2026	VEN00299--PHASE 2 ELECTRIC, INC.	86712	7,382.21	In transit	
9/25/2026	VEN00305--POCKETINET COMMUNICATIONS, INC.	86713	242.00	In transit	
9/25/2026	VEN00326--RGW ENTERPRISES P.C. INC	86714	10,762.50	In transit	
9/25/2026	VEN00846--THE NATIONAL HAY ASSOCIATION	86715	625.00	In transit	
9/25/2026	VEN00449--ZIPLY FIBER	86716	169.02	In transit	
9/25/2026	VEN00449--ZIPLY FIBER	86717	101.13	In transit	
9/25/2026	10016--Collins, Sheri	86718	400.00	In transit	
9/28/2026	VEN00239--WASHINGTON STATE DEPT OF REVENUE	08/26 B&O		In transit	4,572.76
9/11/2026	VEN00215--INTERNAL REVENUE SERVICE	091126FT		In transit	26,679.83
9/11/2026	VEN00215--INTERNAL REVENUE SERVICE	091126FTC O		In transit	1,624.08
9/25/2026	VEN00215--INTERNAL REVENUE SERVICE	092526FT		In transit	23,571.63

9/14/2026	VEN00122--DEPT OF RETIREMENT SYSTEMS	9/14/26DC P	In transit	5,832.43
9/28/2026	VEN00122--DEPT OF RETIREMENT SYSTEMS	9/28/26DC P	In transit	5,822.43
9/14/2026	VEN00425--WASHINGTON STATE SUPPORT REGISTRY	91426 DSHS	In transit	100.00
9/25/2026	VEN00425--WASHINGTON STATE SUPPORT REGISTRY	92526 DSHS	In transit	100.00
9/11/2026	VEN00268--NATIONWIDE RETIREMENT SOLUTION	NW091120 26	In transit	1,487.99
9/25/2026	VEN00268--NATIONWIDE RETIREMENT SOLUTION	NW092520 26	In transit	1,449.38

BCT MA] Account no: 6631-6601101

Total for BCT MAIN

602,255.25

71,240.53

PORT OF BENTON
COMMISSION AGENDA MEMORANDUM

MEETING DATE	October 14th, 2026	AGENDA ITEM	Consent Agenda
SUBJECT	Certification of Surplus Personal Property – Equipment	PRESENTED BY	Brandin Lopez PLS, Director of Capital Projects, Rail and Engineering
PROPERTY	Port-Owned Equipment	ACTION	Consent / Acknowledgment

REQUESTED ACTION

Accept the certification that the Port-owned equipment identified in Exhibit A is no longer needed for Port District purposes and authorize disposition in accordance with RCW 53.08.090, Port Resolution No. 26-03, and applicable Port policy.

BACKGROUND

Staff reviewed Port-owned rail, maintenance, grounds, shop, and utility equipment and identified items that are obsolete, scrapped, underused, or no longer needed for Port District purposes. The equipment is itemized in Exhibit A to the Certification of Surplus Personal Property.

Resolution No. 26-03 authorizes the Executive Director to surplus Port property no longer needed for Port purposes with a value of \$23,340 or less through January 14, 2027. The resolution also provides that Resolution No. 20-36, establishing the Port's policy for the sale and disposal of surplus personal property, remains in effect and shall be followed.

DISPOSITION

- Operational equipment is recommended for public sale or auction, individually or as appropriate.
- Items previously scrapped will be verified and processed as inventory write-offs.
- Values listed in Exhibit A are working estimates for surplus evaluation and disposition planning and are not appraisals or guarantees of sale proceeds.

FISCAL IMPACT

Any proceeds will be processed and deposited in accordance with Port financial procedures.

STAFF RECOMMENDATION

Staff recommend accepting the certification and authorizing disposition of the listed equipment in accordance with RCW 53.08.090, Resolution No. 26-03, Resolution No. 20-36, and applicable Port policy.

SUGGESTED MOTION

N/A

PORT OF BENTON
CERTIFICATION OF SURPLUS PERSONAL PROPERTY
Railroad Equipment

Pursuant to RCW 53.08.090 and Port of Benton Resolution No. 26-03, the undersigned hereby itemizes and lists the Port-owned railroad equipment identified in Exhibit A and certifies to the Port Commission that the listed property is no longer needed for Port District purposes.

Resolution No. 26-03 authorizes the Port Executive Director to surplus Port property no longer needed for Port purposes having a value of \$23,340 or less and remains in effect through January 14, 2027.

Resolution No. 26-03 further provides that Port Resolution No. 20-36, "A Policy of the Port of Benton for the Sale and Disposal of Surplus Personal Property," remains in effect and shall be followed.

The values shown in Exhibit A are working estimates prepared for surplus evaluation and disposition planning. The listed property shall be disposed of in accordance with applicable law and Port policy.

CERTIFICATION

I certify that the railroad equipment identified in Exhibit A is no longer needed for Port District purposes and is presented for disposition pursuant to RCW 53.08.090, Resolution No. 26-03, and applicable Port policy.

Interim Executive Director
Port of Benton

Date: _____

EXHIBIT A

Railroad Equipment Surplus Inventory

ID	Description	Manufacturer	Model / Serial	Status	Recommended Disposition	Estimated As-Is Auction Value	Working Estimate
10A03623	Flatcar	Union Pacific	1968 / UP258241	Operational	Public sale / auction	\$2,500-\$6,000	\$4,000
10A03625	Flatcar	Union Pacific	UP258362	Operational	Public sale / auction	\$2,500-\$6,000	\$4,000
10A03806	Flatcar	Magor	W2483 / 38527	Operational	Public sale / auction	\$4,000-\$9,000	\$6,000
10C04615	RR / ballast car	MK	1957 / Unknown	Operational	Public sale / auction	\$1,000-\$3,500	\$2,000
10C04616	RR / ballast car	MK	1957 / Unknown	Operational	Public sale / auction	\$1,000-\$3,500	\$2,000
10G04619	Trolley cars - 5 each	Geismar France	TR16 / 84127	Operational	Public sale / auction as lot	\$1,500-\$4,000 lot	\$2,500 lot
1003680	Rail lifter	Fairmont	W86F2 / 254025	Scrapped	Inventory write-off / verify	\$750-\$2,000	\$1,250
1003681	Spike driver	Tamper Inc	DMN / 1387316	Scrapped	Inventory write-off / verify	\$500-\$2,000	\$1,250
1003682	Ballast regulator	Tamper Inc	8ED17 / 1787168	Operational	Public sale / auction	\$750-\$3,000	\$1,750
1005031	Tie extractor	Tamper Inc	TSR / BM87051	Operational	Public sale / auction	\$750-\$2,500	\$1,500
1005942	Tie handler	Railway Tamper Inc	2181A / 559	Operational	Public sale / auction	\$1,000-\$3,500	\$2,000
1005944	RR tamper & liner	Tamper Inc	1986 / 1089966	Operational	Public sale / auction	\$2,000-\$6,000	\$4,000

Valuation note: Amounts are working estimates for surplus evaluation and disposition planning, not appraisals or guarantees of sale proceeds.

RESOLUTION 26-57

A RESOLUTION OF THE PORT OF BENTON COMMISSION AUTHORIZING THE INTERIM EXECUTIVE DIRECTOR TO EXECUTE DOCUMENTS RELATED TO A PERPETUAL ROADWAY EASEMENT TO THE CITY OF PROSSER

WHEREAS, the City of Prosser has secured funding to construct a roundabout at the intersection of Wine Country Road and Old Inland Empire Highway; and

WHEREAS, construction of the roundabout requires the use of approximately 12,072 square feet of Port-owned property located adjacent to the Prosser Airport and outside the airport security fence; and

WHEREAS, the City of Prosser has offered compensation in the amount of \$14,100 for the perpetual roadway easement; and

WHEREAS, the Port has asked that the City remove, relocate, affected signage and restore landscaping disturbed by the project; and

WHEREAS, Port staff finds that granting the easement is in the public interest and will not adversely affect airport operations;

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

Section 1. The Commission hereby approves the grant of a perpetual roadway easement to the City of Prosser for the purpose of constructing and maintaining the roundabout project.

Section 2. The Commission authorizes the Interim Executive Director to execute the Public Roadway Easement and any related documents necessary to complete the transaction, contingent on FAA environmental review.

ADOPTED by the Port of Benton Commission at a regular meeting held this 14th day of October, 2026.

Bill O'Neil, President

Scott D. Keller, Vice President

Lori Stevens, Secretary



CITY OF PROSSER

Washington

620 Market Street, 1st Floor
Prosser, WA 99350
(509) 786-2332
Fax (509) 786-3717
www.cityofprosser.com

September 2, 2026

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

Offer Letter

Project Title: Wine Country Road and Old Inland Empire Highway Roundabout
Parcel No.: 102842000011000
State Aid No: HLP-1020 (016)

Dear Port of Benton:

The City of Prosser (Agency) plans to proceed with the above-titled public project. The proposed project consists of the construction of a new roundabout, with work to include excavation, crushed surfacing, HMA, curb, sidewalk, storm drainage, pavement markings, illumination, and related work

The purpose of this letter is to notify you of the following:

- The Agency's interest in acquiring your property and/or property rights for this project.
- The Agency's determination of just compensation for your property and/or property rights.
- The basic protections afforded to you by law.

As outlined below, the Agency has established an amount that it believes constitutes just compensation based on the market value estimated for your property. The Agency's offer is as follows:

Land Conveyed Fee:	SF	\$
Access Rights		\$
Lands Conveyed Easement:	12,708 SF	\$14,042
Temporary Easement:	SF	\$
Temporary Easement Term Extension	SF	\$
Improvements		\$
Damages		\$
Other		\$
Total Amount (Rounded)		\$14,100



CITY OF PROSSER

Washington

620 Market Street, 1st Floor
Prosser, WA 99350
(509)786-2332
Fax (509)786-3717
www.cityofprosser.com

Your property has been examined by a qualified appraiser and appraisal reviewer who have carefully considered all the elements that contribute to the market value of your property. You, or your designated representative, were provided with an opportunity to accompany the appraiser and appraisal reviewers on all inspections of your property. By law, appraisers and appraisal reviewers must disregard any general increase or decrease in value resulting from the project.

The Internal Revenue Service (IRS) requires that the Agency obtain your correct taxpayer identification number (TIN) or social security number (SSN) to report income paid to you because of this real estate transaction.

Payment for your property and/or property rights will be made available to you within 45 days after acceptance of the Agency's offer, if there are no delays in closing the transaction. The date on which payment is made available to you is referred to as the "payment date." On that date, the Agency becomes the owner of the property rights purchased and is responsible for its control and management.

Enclosed please find the following:

- Transportation Property Needs and You Brochure (explaining the Right of Way acquisition process)
- A plan sheet showing the property rights needing to be acquired
- A copy of the valuation of your property
- The necessary legal documents for the transfer of the property or property rights.
- W-9 per IRS requirements

This letter has been sent to provide a concise statement of the Agency's offer and a summary of your rights. Please feel free to direct any questions you may have to the undersigned. Thank you for your time and consideration.

Sincerely,

Marty Groom
Public Works Director
620 Market Street, 1st Floor
Prosser, WA 99350
509-786-8201
mgroom@ci.prosser.wa.us

Enclosures

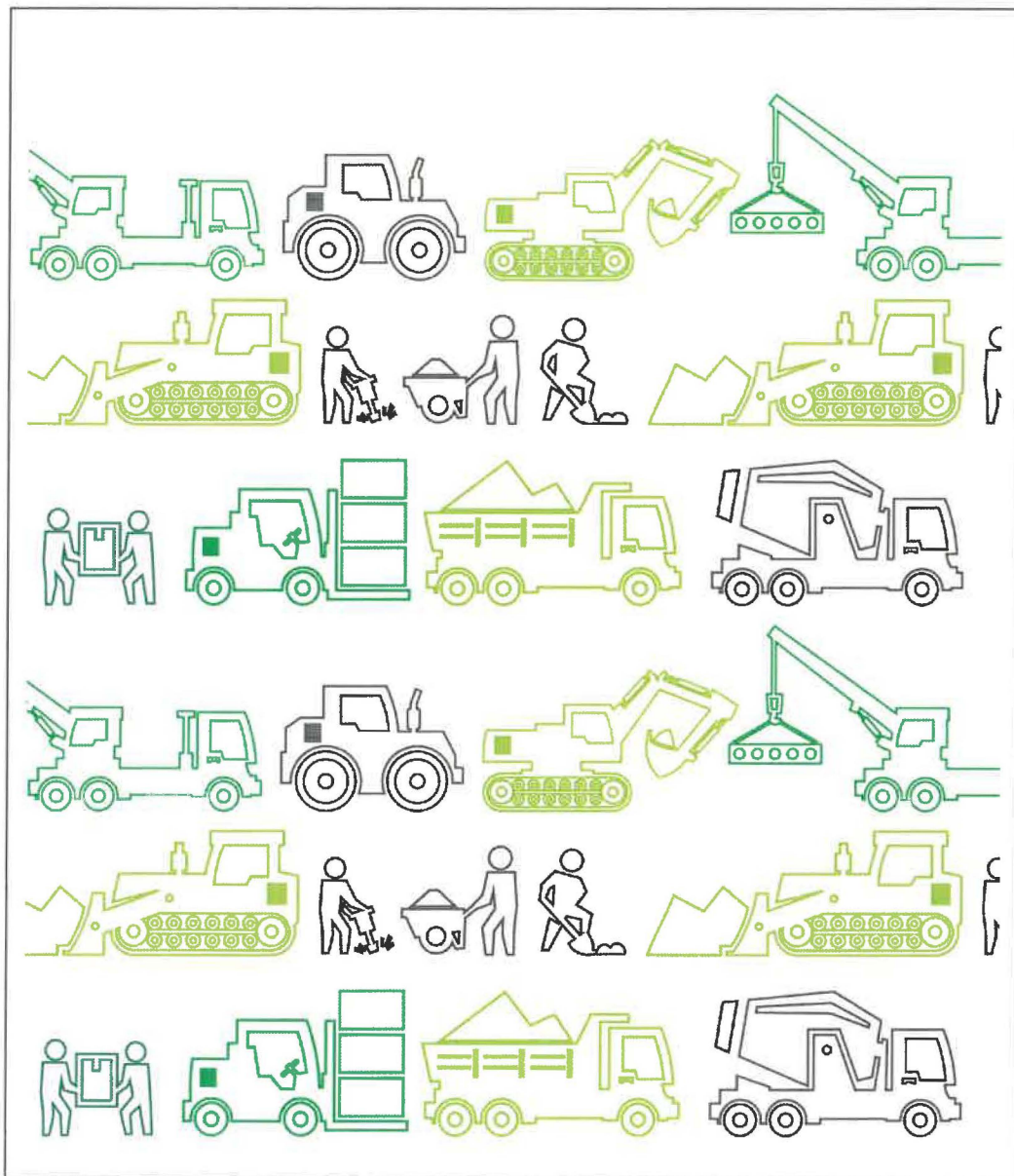
Acknowledgment of receipt of the Offer Letter

Signature: _____ Date: _____

The signature above does not mean acceptance or rejection of the offer.



Transportation Property Needs and You



CONTENTS

Introduction	1
Transportation Projects & Private Property	
Why are transportation projects needed?	2
Why is private property needed for these projects?	2
How much of my property is needed?	2
Can I prevent the Agency from acquiring my property?	2 & 3
The Basic Steps When a Transportation Project Requires Private Property	3
Property Valuation	4
How does the Agency determine what my property is worth?	4
How do I determine that the amount offered is fair?	4
Negotiations and Purchase	
How long do I have to consider the offer?	5
What if I believe the offer is too low?	5
Settlement & Closing	
What happens if I accept the agency's offer?	6
Will I have to move?	6
Condemnation & Court Actions	
What happens if I don't accept the Agency's offer?	7
What happens if I go to court?	7 & 8
Contact Us	8
Agency Title VI Notice to the Public	8

Introduction

The acquisition of private property for a transportation project has been designed to establish uniform procedures to assure legal entitlements and provide fair, equitable, and consistent treatment to private property owners whose property is needed for an Agency's project.

The program is administered in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Uniform Act or URA).

This brochure will help explain the acquisition process under the eminent domain laws.

Your concerns are important to our Agency and our goal is to minimize any disruptions and other impacts of the project. Thank you for taking the time to read this brochure. Our Agency appreciates your understanding and cooperation.

Transportation Project & Private Property

Why are transportation projects needed?

- To accommodate Washington State's growing population.
- To correct or prevent unsafe conditions on existing roadways.
- To promote environmental stewardship.

Why is private property needed for these projects?

Transportation projects require numerous studies and many years of planning. Project engineers take care to consider all options in designing and locating projects and include private property only when necessary. Brand-new roadways and associated facilities, such as stormwater ponds and retaining walls, almost always require private property. Whenever possible, projects to reconfigure existing roadways and associated facilities will be designed without the need for additional property.

How much of my property is needed?

You will receive an offer letter that explains what is needed for the project. Every property and property owner's situation is unique. In general, one or more of the following will apply:

- A temporary right of entry on your property
- A temporary easement on your property
- A permanent easement on your property
- A restriction of access to the roadway from your property
- A portion of your property
- All your property

For the remainder of this brochure, every instance of "your property" refers to whatever amount of property, type, property right, or both, is required for the project.

Can I prevent the Agency from acquiring my property?

The Washington State Constitution authorizes the government to acquire private property through **eminent domain** for public purposes, following payment of just compensation to the property owner.

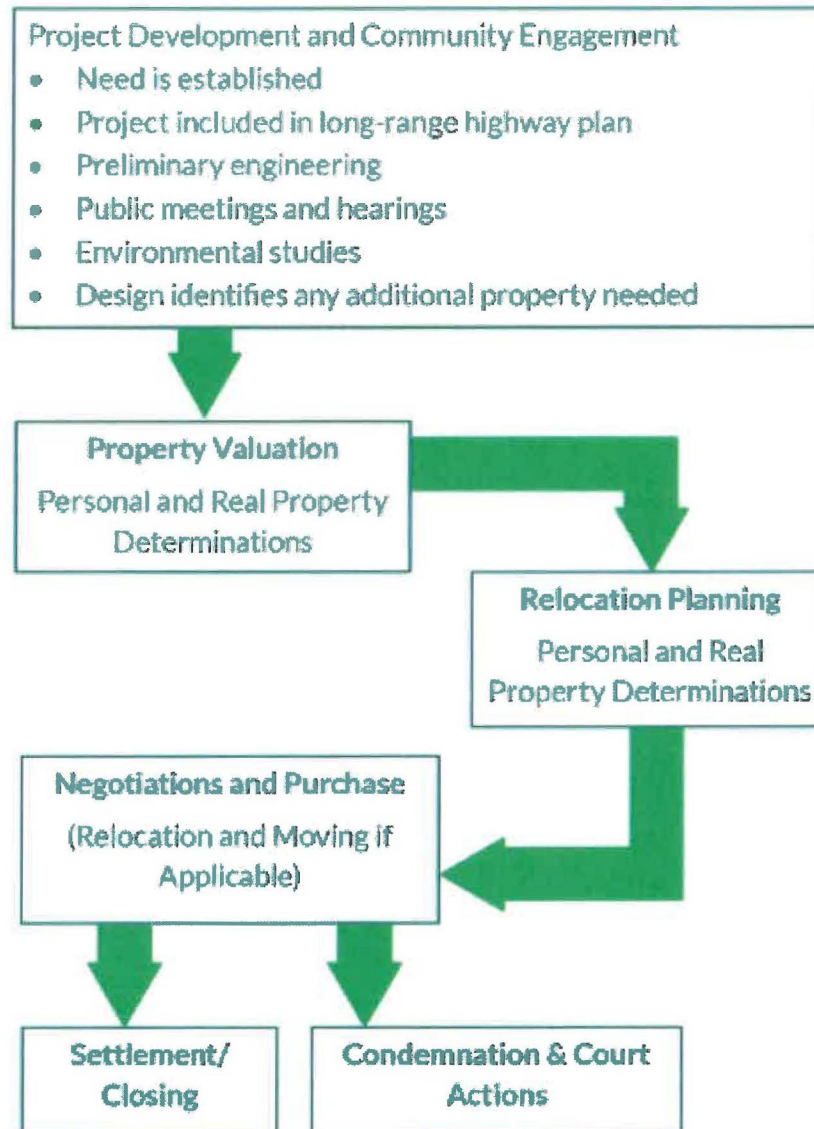
Eminent Domain: The right of a government to acquire private property for public purposes following payment of just compensation to the property owner.

The question of what qualifies as a genuine public purpose is a judicial one. To prevent an Agency from acquiring your property, you will need to convince a court of law that the Agency's proposed use of your property is not truly needed for a public purpose.

Your rights and the rights of the state are defined by the state's eminent domain laws. These laws are designed to:

- Safeguard you from receiving less than what you are entitled to be paid for your property.
- Prohibit the Agency for acquiring private property unnecessarily.
- Ensure proper use of taxpayers' funds by preventing excessive payment for property rights needed for road projects.

The Basic Steps When a Transportation Project Requires Private Property



Property Valuation

How does the Agency determine what my property is worth?

The Washington State Constitution requires the government to pay **Just Compensation** before acquiring property for public use.

Just Compensation: An estimate of the compensation due for the property based on the **Fair Market Value** of the property.

Fair Market Value: The price a willing buyer would pay, and a willing seller would accept, in an arm's length transaction where neither is under any compulsion to buy or sell and both have knowledge of the relevant facts.

The Agency will prepare and provide you with a report that will outline an estimate of the **Fair Market Value** of your property. The report of value you receive is based on either a Waiver Valuation or an Appraisal.

Waiver Valuation: Prepared for the acquisition of property estimated to be valued at \$35,000 or less and when the valuation task is uncomplicated. This is a simplified, high-level valuation of your property completed by a real estate professional. If the estimated value of your property's acquisition is between \$15,001 and \$35,000, and uncomplicated, you have the option to have the Agency complete an appraisal of your property.

Appraisal: Prepared for acquisitions of property estimated to be valued over \$35,000, or when there are variables that complicate the valuation task. This is a detailed valuation of your property completed by a certified appraiser.

If an appraisal is prepared, federal regulations give you the right to a joint inspection of your property with the appraiser. The appraiser will ask to personally inspect your property and try to accommodate your schedule for the joint inspection. It is to your benefit to accompany the appraiser on the inspection. During the inspection, you will have the opportunity to point out any features of the property that you believe may be relevant to its valuation. Appraisers are trained to know what to look for, but without your input, it is possible to overlook an important item. You may appoint a representative to attend the appraisal inspection in your place if you are unable or do not wish to be present.

How do I determine that the amount offered is fair?

The report you receive is based on standard valuation principles to ensure that **Just Compensation** is arrived at objectively and impartially. Every appraisal is subjected to an intensive review by a Review Appraiser – selected for experience, special training, and ability. The Review Appraiser will review the appraisal report to ensure that all applicable appraisal standards and requirements are met. Only when the reviewer is satisfied that the appraiser's conclusion of value is sound and adequately supported will he or she approve the appraisal. **Just Compensation** is set based on this approved **Fair Market Value** determination.

Negotiations & Purchase

How long do I have to consider the offer?

You will receive a written offer of **Just Compensation** from the Agency as soon as possible after the valuation is completed.

The acquisition specialist presenting the offer on behalf of the Agency will:

- Meet with you in person, when possible, to present and review the offer.

OR

- Mail your offer and present and review it with you verbally – typically via phone call or video conference.

The acquisition specialist's job is to walk you through the property acquisition process and to answer or find answers to any questions you may have about the process, the project, or both. The acquisition specialist will also try to minimize, to the extent possible, any inconveniences associated with the Agency's acquisition of your property.

You will be given a minimum of 30 days to consider the Agency's offer. Many real estate transactions, including ones between an Agency and property owners, are the result of discussions. These discussions are called negotiations and are essential in reaching an agreement satisfactory to both parties. The acquisition specialist will continue negotiating as long as negotiations are done in good faith and appear to be headed toward an agreement.

Depending on the circumstances of the acquisition, relocation benefits may be available to you. If applicable, these benefits will be offered to you by a relocation specialist, and you will be provided with another brochure explaining relocation benefits.

What if I believe the offer is too low?

You are encouraged to seek professional advice to assist you in evaluating the Agency's offer from one or more of the following:

- An appraiser
- A real estate agent
- An attorney
- Other real estate professional as appropriate to the circumstances

The actual cost for obtaining such advice, up to \$750, will be reimbursed by the Agency upon presentation of a bill or a receipt proving payment.

If you conclude the offer is too low or are otherwise not prepared to accept the offer as presented,

The acquisition specialist will:

- Listen and attempt to address your concerns.
- Consider any new information you provide.
- Request a counteroffer from you.
- Make every attempt to negotiate a settlement acceptable to both parties.

The acquisition specialist will NOT try to coerce you into accepting the Agency's offer.

Settlement & Closing

What happens if I accept the Agency's offer?

If you decide to accept the offer, either as presented or as negotiated with the acquisition specialist, the Agency becomes the owner of the property once:

- You sign the documents necessary to transfer the property to the Agency as provided by the acquisition specialist and escrow officer, if applicable.

AND

- You receive payment for the property.

The acquisition specialist will handle all the details of the sale. All closing costs, including escrow fees, if applicable, will be paid by the Agency. If the transaction closes in escrow, you will receive payment from the escrow company. Otherwise, your payment will be processed by the Agency. You can expect to receive it approximately four to six weeks after signing the documents. **It is recommended that you check with a tax professional or the IRS regarding any questions you have on the tax implications of the sale of your property to the Agency.**

Will I have to move?

A relocation specialist will contact you if the Agency's acquisition of your property requires you to relocate. He or she will explain any relocation benefits to which you are entitled. You will have no less than 90 days to vacate the property after receiving notice you are required to move.

If you are required to move because of the Agency's acquisition, you may be able to rent the property back from the Agency for an agreed-upon time. At your request, the property acquisition and relocation specialists will work with you to determine if circumstances would allow for this.

Condemnation & Court Actions

What happens if I don't accept the Agency's offer?

The acquisition specialist may ask you for a **Negotiated Possession and Use Agreement** if negotiations reach an impasse.

Negotiated Possession & Use Agreement: This is an instrument in which the Agency and the property owner agree that, upon payment of a certain amount to the property owner, the Agency is entitled to immediate (or dated) possession and use of the property before final agreement on **Just Compensation**.

The Agency recognizes that some property owners would prefer not to sell their property but hopes that when negotiations are complete, you can say you have been treated courteously and fairly. If negotiations ultimately fail to reach an agreed-upon value, the Agency will refer the acquisition to their attorneys. Once this happens, the Agency's original offer and any counteroffers are withdrawn. The Agency's attorney will file a **condemnation action** in superior court in the county where the property is located.

Condemnation Action: This is a lawsuit by which a government is exercising Eminent Domain to acquire private property for public use.

What happens if I go to court?

The Agency recommends you hire an attorney to represent you. In addition, you may employ one or more appraisers and any other witnesses your attorney may recommend testifying in support of your case. You may be entitled to payment of their associated fees by the Agency. You should discuss questions of eligibility for recovery of fees with your counsel.

A condemnation action requires the Agency to demonstrate to the court that your property is needed for a public purpose. After the Agency's attorney files the action, he or she will ask the court for an **Order Adjudicating Public Use & Necessity**.

Order of Adjudication Public Use & Necessity: An order from the court establishes that the the property sought by the government is necessary for use by and for the benefit of the public.

The Agency may also request a **Stipulated Possession & Use** from the court if a Negotiated Possession & Use has already been obtained.

Stipulated Possession & Use: An order through the courts confirming an agreement between the Agency and the property owner that the Agency will pay a specific amount of money into the registry of the court for the benefit of the property owner in exchange for possession and use of the property in advance of the determination of **Just Compensation**.

You are entitled to a trial by jury, but a settlement may be negotiated between attorneys without going to trial.

The case is closed when a **Judgment & Decree of Appropriation** is awarded by the court after

the judge or jury renders a verdict or when a settlement is reached before trial.

Judgement & Decree of Appropriation: A court order that awards title to the property to the Agency.

Contact Us

For additional information or questions on the acquisition process or to learn more about the Agency's project, please contact:

City Of Prosser

Marty Groom

Public Works Director

620 Market Street, 1st Floor

(509) 786-8201

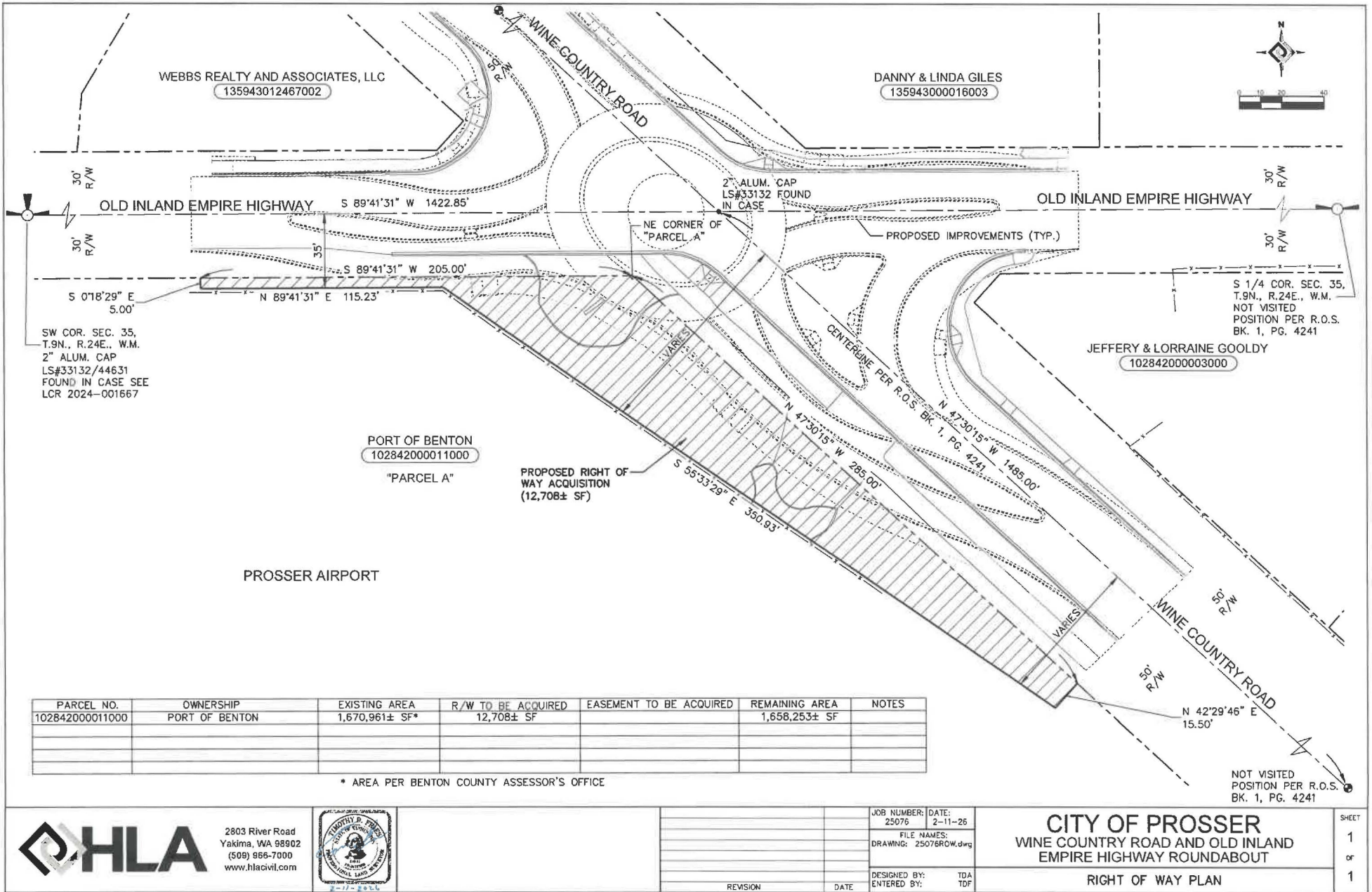
mgroom@ci.prosser.wa.us

Agency Title VI Notice to the Public

It is the Agency's policy to ensure that no person shall, on the grounds of race, color, national origin, as provided by Title VI of the Civil Rights Act of 1964, be excluded from participation in, be denied the benefits of, or be otherwise discriminated against under any of its programs and activities. Any person who believes his/her Title VI protection has been violated may file a complaint with the City of Prosser. For additional information regarding Title VI complaint procedures and/or information regarding our non-discrimination obligations, please contact the City of Prosser.

Americans with Disabilities Act (ADA) Information

This material can be made available in an alternate format by emailing mgroom@ci.prosser.wa.us or by calling toll-free, 855-362-4ADA (4232). Persons who are deaf or hard of hearing may request by calling the Washington State Relay at 711.



EXTRAORDINARY ASSUMPTION(S) AND HYPOTHETICAL CONDITION(S)

The values presented within this appraisal report are subject to the extraordinary assumptions and hypothetical conditions listed below. Pursuant to the requirement within Uniform Standards of Professional Appraisal Practice Standards, it is stated here that the use of any extraordinary assumptions and/or hypothetical conditions might have affected the assignment results.

Extraordinary Assumption(s)	This appraisal employs no extraordinary assumptions.
Hypothetical Condition(s)	- Appraisals completed for eminent domain purposes require invocation of certain limiting conditions. As such, a hypothetical condition is invoked that, in valuing the subject property in the before condition there is no road improvement project. The project is, however, taken into account in valuing the property in the after condition.

Based on the analysis undertaken, the following value opinion(s) have been developed.

MARKET VALUE CONCLUSION(S)				
Appraisal Premise	Interest Appraised	Date of Value	Value Conclusion	
Market Value - Right-of-Way Acquisition	Fee Simple	March 16, 2026	\$	14,100

The proposed taking is a permanent easement.

This letter must remain attached to the report, which should be transmitted in its entirety, in order for the value opinion(s) set forth above to be relied upon by the intended user(s).

BBG, Inc. appreciates the opportunity to have performed this appraisal assignment on your behalf. If we may be of further service, please contact the Client Manager.

Sincerely,



Corey Cook, MAI
WA Certified General Appraiser
License #: 25015177
801-321-0050
ccook@bbgres.com



Chris Durek
WA Certified General Appraiser
License #: 1102517
415-248-5000
cdurek@bbgres.com

After Recording Mail to:

City of Prosser
Attn: Public Works Director
620 Market Street, 1st Floor
Prosser, WA 99350

Document Title: Public Roadway Easement

Grantor: Port of Benton

Grantee: City of Prosser, a political subdivision of the State of Washington

**Abbreviated Legal: Section 2, Township 8 North, Range 24: Government Lot 3,
southwest of highway, together with Government Lot 4.**

Assessor's Tax Parcel Number: 102842000011000

Project: Wine Country Road and Old Inland Empire Highway Roundabout

Project Parcel: Parcel A

Public Roadway Easement

The Grantor(s) Port of Benton, a Municipal Corporation of the State of Washington, for and in consideration of Ten and No/100ths Dollars, (\$10.00), and other good and valuable consideration, receipt of which is hereby acknowledged, convey(s) and warrant(s) to City of Prosser, a political subdivision of the State of Washington and its assigns, a non-exclusive perpetual easement for public roadway purposes, including but not limited to the installation, maintenance, repair, and or removal of all transportation and utility facilities, over, under, upon and across the following property, to the same extent and purpose as of the rights herein granted had been acquired under Eminent Domain statute of the State of Washington:

For legal description and additional conditions
See Exhibit A attached hereto and made a part hereof by this reference.

This conveyance shall include all such rights in the above-described land, including slope rights as shall be necessary for the construction, reconstruction, alteration, operation, maintenance, and repair of the roadway, utilities and appurtenances to be situated in the easement area. "Utilities" for the purpose of this easement shall include all such utilities City of Prosser may install in the easement area, either above, at or below the surface, including without limitation water, sewer, drainage and power lines, as well as franchises granted to utility providers. All utilities shall be subservient to the roadway easement. Any and all of Grantor's access rights, whether existing or future, shall be established by, governed by and subject to Chapter 35.68 RCW, or as hereafter may be amended, and applicable City Policy.

It is understood and agreed that delivery of this easement document is hereby tendered and that the terms and obligations hereof shall not become binding upon City of Prosser, unless and until accepted and approved hereon in writing.

The Grantee shall pay all costs incidental to the preparation of this instrument and for the recording thereof.

DATED THIS _____ DAY OF _____, 20____.

Grantor

Grantor

State of Washington)
) ss.
County of Benton)

On this ____ day of _____, 2026, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____ who acknowledged themselves to be the Chair of the Board of Commissioners of Port of Benton, the Political Subdivision that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said Political Subdivision, for the uses and purposes therein mentioned, and on oath stated that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Political Subdivision as said officer.

Given under my hand and official seal this ____ day of _____, 202__.

NOTARY PUBLIC in and for the State of Washington

Residing at _____

My Commission Expires: _____

EXHIBIT A

PUBLIC ROADWAY EASEMENT:

That portion of the hereinafter Parcel 'A' described as follows:

Beginning at the Northeast corner of said Parcel 'A';
Thence South 89°41'31" West along the North line of said Parcel 'A' a distance of 205.00 feet;
Thence South 0°18'29" East 5.00 feet;
Thence North 89°41'31" East parallel with said North line 115.23 feet;
Thence South 55°33'29" East 350.93 feet to a point that is 15.50 feet Southwesterly of the Northeasterly line of said Parcel 'A' as measured perpendicular thereto;
Thence North 42°29'46" East 15.50 feet to said Northeasterly line;
Thence North 47°30'15" West along said Northeasterly line 285.00 feet to the Point of Beginning;

Parcel 'A'

That portion of Government Lot 3, lying westerly of Highway AND all of Government Lot 4, Section 2, Township 8 North, Range 24, East, W.M., Benton County, Washington;

EXCEPT that portion deeded to Benton County by Quit Claim Deed recorded under Auditor's File No. 463943 for road purposes;

AND EXCEPT that portion deeded to City of Prosser by Quit Claim Deed recorded under Auditor's File No. 2001-003537.

Situate in Benton County, State of Washington.

PORT OF BENTON
COMMISSION AGENDA MEMORANDUM

MEETING DATE	October 14, 2026	AGENDA ITEM	E.4 Resolution 26-58
SUBJECT	Approval of Lease Agreement with the United States of America, acting through the General Services Administration	PRESENTED BY	Audrey Burney, Director of Real Estate
PROPERTY	2019 Butler Loop, Richland Airport Business Park	ACTION	Approval Requested for Resolution

REQUESTED ACTION

Adopt Resolution 26-58 approving the proposed 48-month firm lease agreement with the United States of America, acting by and through the General Services Administration, for the entire 5,000-square-foot building at 2019 Butler Loop, Richland, Washington, and authorize the Executive Director or Interim Executive Director to execute the lease and related documents, subject to final legal review and approval as to form.

BACKGROUND

The Port received a GSA Request for Lease Proposals for the lease of the entire 5,000-square-foot building at 2019 Butler Loop. The Port's final proposal offers 5,000 rentable square feet, consisting of approximately 1,500 square feet of general office space and 3,500 square feet of warehouse space, for a 48-month firm term. The proposal does not provide free rent, renewal options, tenant improvement rent, or Building Specific Amortized Capital rent.

The building was constructed in 1994. In the signed proposal, the Port represents that the building meets the lease's shell, fire and life-safety, accessibility, and seismic requirements; contains no asbestos-containing material; and is not located within a designated floodplain. The proposal also relies on the ENERGY STAR statutory exception for leases of 10,000 rentable square feet or less.

PROPOSED LEASE TERMS

The principal business terms are summarized as follows:

- **Leased premises:** Approximately 5,000 rentable square feet, consisting of office and related space
- **Parking:** anticipated to be 30 dedicated parking spaces
- **Lease term:** Four-year firm
- **Commencement:** Upon GSA's acceptance of the premises
- **Monthly rent:** \$12,044.36 – Full Service Lease, the rental rate was developed to account for the Port's anticipated operating expenses, building obligations, insurance, management costs, required improvements, and the three-percent broker commission. Port staff developed operating cost estimates that include utility expenses, janitorial services, maintenance, landscaping, management, insurance, snow removal, pest control, and other building-related costs.
- **Operating cost adjustment:** Annual adjustment beginning in the second lease year based on changes in the CPI-W
- **Security deposit:** None

Under the GSA lease, rent will be paid monthly in arrears. Beginning with the second year, the operating cost component is subject to annual adjustment using the Consumer Price Index for Urban Wage Earners and Clerical Workers, or CPI-W.

BROKER COMMISSION

Cushman & Wakefield U.S., Inc. is GSA's authorized broker for the transaction. The Port executed a commission agreement providing for a commission equal to three percent of the shell and operating rent for the initial firm term. The commission is earned upon lease execution and is payable at lease award. The commission does not apply to tenant improvement amortization, Building Specific Amortized Capital, option periods, or any lease period beyond the firm term. The estimated commission is \$19,468.79. This expense has been incorporated into the proposed rental rate/accounted for in the financial analysis.

PORT RESPONSIBILITY

- The proposed lease is a fully serviced lease. The Port will be responsible for providing the utilities, services, maintenance, and Utilities necessary for building and tenant operations
- Building maintenance and repairs
- Janitorial services and restroom supplies
- Landscaping and snow removal
- Pest control
- Heating, ventilation, and air conditioning
- Fire and life-safety system maintenance
- Property and liability insurance
- Facility management and administration
- Required security-system maintenance

BUILDING AND SECURITY REQUIREMENTS

Before GSA accepts the space, the Port must complete the building improvements identified in the lease. These include installation of cipher locks and adding a control room that is approximately 8'X10' for their servers, repair of worn or unserviceable building components, and thorough cleaning of the premises.

The lease incorporates Facility Security Level II requirements. These requirements address access control, security of mechanical and utility areas, visitor access, video surveillance, intrusion detection, duress alarms, protection of building systems, construction security, and cybersecurity. Security-system maintenance costs are included in operating rent, while qualifying security improvements may be priced as Building Specific Amortized Capital.

The lease also requires the Port to comply with applicable federal, state, and local laws; accessibility requirements; fire and life-safety standards; controlled building information requirements; and federal cybersecurity and prohibited-equipment provisions.

KEY LEASE CONSIDERATIONS

The following provisions are notable for Commission consideration:

1. **No security deposit:** The lease does not provide the Port with a cash security deposit. The federal government's payment obligations are instead governed by the lease and applicable federal payment clauses.
2. **Waiver of restoration:** The Port waives claims requiring GSA to restore the premises at lease expiration for normal and customary use or alterations. GSA may also abandon certain property in the premises, which would then become the Port's property.
3. **Maintenance obligations:** The Port is responsible for maintaining the property, building systems, fixtures, equipment, and leased premises in good repair and tenantable condition throughout the lease term.
4. **Default remedies:** If the Port fails to perform required services or satisfy lease requirements after notice and an opportunity to cure, GSA may perform the work and deduct its costs from rent, reduce the rent, or terminate the lease under the conditions stated in the general clauses.
5. **Federal substitution right:** GSA may substitute another federal agency for the agency occupying the premises during the lease term.
6. **Insurance:** The Port will remain responsible for property and liability coverage for the facility. These costs have been included in the operating cost component of the proposed rent.
7. **Security and access compliance:** Port employees, contractors, and subcontractors requiring routine or unaccompanied access to the government-controlled space may be subject to federal identity-verification and background-investigation requirements.

STAFF RECOMMENDATION

Staff recommends adoption of Resolution 26-58 approving the proposed 48-month firm lease with the United States of America, acting by and through GSA, for the entire 5,000-square-foot building at 2019 Butler Loop. The lease will place the entire building into productive use under a firm federal tenancy. Staff further recommends authorization for the Executive Director or Interim Executive Director to execute the lease and related documents, subject to final legal review and approval as to form, with the understanding that the Port will retain the building, maintenance, insurance, and liability responsibilities described in the lease and incorporated General Clauses.

SUGGESTED MOTION

I move to approve Resolution 26-58 for the 48-month firm lease agreement with the United States of America, acting by and through the General Services Administration, for the entire 5,000-square-foot building located at 2019 Butler Loop, Richland, Washington, and authorize the Executive Director to execute the lease and related documents, subject to final legal review and approval as to form.

RESOLUTION 26-58

A RESOLUTION OF THE PORT OF BENTON APPROVING A LEASE AGREEMENT WITH THE UNITED STATES OF AMERICA, ACTING BY AND THROUGH THE GENERAL SERVICES ADMINISTRATION, FOR 2019 BUTLER LOOP, RICHLAND, WASHINGTON

WHEREAS, the Port of Benton (the “Port”) is authorized to lease Port-owned real property upon such terms and conditions as the Port Commission deems proper;

WHEREAS, the Port owns the building located at 2019 Butler Loop, Richland, Washington, within the Richland Airport Business Park (the “Premises”);

WHEREAS, the United States of America, acting by and through the General Services Administration (“GSA”), issued Request for Lease Proposals No. 6WA0551 for the lease of office and related space at the Premises;

WHEREAS, the Port submitted a proposal to lease approximately 5,000 rentable square feet, consisting of approximately 1,500 square feet of general office space and 3,500 square feet of warehouse space, together with associated parking and appurtenant areas;

WHEREAS, the proposed lease, identified as Lease No. LWA00525 (the “Lease”), provides for a firm term of forty-eight (48) months commencing upon GSA’s acceptance of the Premises;

WHEREAS, the Lease provides for initial annual rent of \$144,532.36, consisting of annual shell rent of \$87,379.23 and annual operating rent of \$57,153.13, with the operating-cost component subject to annual adjustment beginning in the second lease year in accordance with the Lease;

WHEREAS, the Lease is a fully serviced lease under which the Port will provide the utilities, services, maintenance, building operations, insurance, and other obligations required by the Lease;

WHEREAS, after GSA’s acceptance of the Premises, the Port will complete the improvements and other work required by the Lease, including applicable access-control, control-room, repair, cleaning, life-safety, accessibility, and security requirements;

WHEREAS, the Lease incorporates Facility Security Level II requirements and other applicable federal provisions addressing access, security, controlled building information, cybersecurity, prohibited equipment, and identity-verification or background-investigation requirements for personnel requiring routine or unaccompanied access;

WHEREAS, Cushman & Wakefield U.S., Inc. is GSA’s authorized broker for the transaction, and the Port has entered into a broker commission agreement providing for a commission equal to three percent (3%) of shell and operating rent for the initial firm term, payable in accordance with that agreement;

WHEREAS, the Lease does not require GSA to provide a cash security deposit and includes federal provisions concerning payment, maintenance, remedies, restoration, assignment or substitution of the occupying federal agency, and operation of the Premises;

WHEREAS, Port staff recommends approval of the Lease because it will place the entire building into productive use under a firm federal tenancy and generate rental revenue for the Port;

WHEREAS, Port staff and Port legal counsel have reviewed, or will review, the Lease and related documents and find them to be in proper form and in the best interests of the Port.

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

Section 1. Approval of Lease Agreement. The Port Commission hereby approves the Lease between the Port of Benton, as lessor, and the United States of America, acting by and through the GSA, as lessee, for approximately 5,000 rentable square feet at 2019 Butler Loop, Richland, Washington, substantially in the form presented to the Commission, including all exhibits, attachments, and incorporated lease documents.

Section 2. Approval of Principal Business Terms. The Port Commission approves a forty-eight (48)-month firm lease term, initial annual rent of \$144,532.36 that consists of annual shell rent of \$87,379.23, annual operating rent of \$57,153.13, initial monthly rent of \$12,044.36, and annual operating-cost adjustments beginning in the second lease year, all as more fully provided in the Lease.

Section 3. Approval of Required Improvements and Port Obligations. The Port Commission approves completion of the improvements and performance of the utilities, services, maintenance, building operations, insurance, security-system maintenance, and other lessor obligations required under the Lease, subject to the approved Port budget, applicable procurement requirements, and Port policies.

Section 4. Broker Commission. The Port Commission acknowledges and approves the broker commission payable to Cushman & Wakefield U.S., Inc. in accordance with the executed broker commission agreement, equal to three percent (3%) of shell and operating rent for the initial firm term, and authorizes payment of the final verified commission amount when earned and due under that agreement.

Section 5. Authorization to Execute Documents. The Port Commission authorizes and directs the Executive Director or Interim Executive Director to execute the Lease and all related certificates, forms, exhibits, acknowledgments, acceptance documents, commission documents, and other instruments necessary or appropriate to complete and administer the transaction, subject to final legal review and approval as to form.

Section 6. Non-Material Revisions. The Executive Director or Interim Executive Director is authorized to approve and execute non-material technical amendments, revisions, or corrections to the Lease and related documents that may be necessary or appropriate and are approved by Port Counsel, provided that such changes do not materially alter the principal business terms approved by this Resolution.

Section 7. Authorization for Implementation. Port staff is authorized to take all actions necessary and appropriate to implement and administer the Lease, including completion of required improvements, coordination of GSA acceptance, delivery of required documentation, administration of operating-cost adjustments, payment of approved transaction costs, and ongoing lease administration.

Section 8. Legal Review. Execution of the Lease and related documents is subject to final review and approval as to form by Port Counsel and compliance with applicable federal, state, and local laws and Port policies.

Section 9. Ratification. The Port Commission ratifies and confirms all actions previously taken by Port staff and Port Counsel in responding to the GSA solicitation, negotiating the Lease and related documents, preparing the Premises for the proposed tenancy, and presenting the transaction for Commission consideration.

Section 10. Effective Date. This Resolution shall take effect immediately upon its adoption by the Port Commission.

ADOPTED by the Port of Benton Commissioners, at a regular meeting held on the 14th day of October 2026.

Bill O'Neil, President

Scott D. Keller, Vice President

Lori Stevens, Secretary

RESOLUTION 26-59

A RESOLUTION OF THE PORT OF BENTON AUTHORIZING A MEMORANDUM OF UNDERSTANDING WITH THE TRI-CITIES ROWING ASSOCIATION FOR FEASIBILITY PLANNING OF A PROPOSED PADDLE AND ROW CENTER

WHEREAS, the Tri-Cities Rowing Association has expressed interest in evaluating a proposed Paddle and Row Center and related improvements on Port-owned waterfront property between Richardson Road and the Columbia River; and

WHEREAS, the proposed Memorandum of Understanding establishes a framework for feasibility planning, due diligence, site evaluation, conceptual design, funding analysis, permitting considerations, and operational planning; and

WHEREAS, the Memorandum of Understanding is for planning and evaluation purposes only and does not approve the proposed development, grant a property interest, authorize construction, or obligate the Port to fund the proposed Paddle and Row Center; and

WHEREAS, any future development would be subject to completion and adoption of a Port-led waterfront master plan or similar planning document, applicable regulatory approvals, separate agreements, and Port Commission approval; and

WHEREAS, the Port has determined that execution of the Memorandum of Understanding supports evaluation of the proposal while preserving the Port's discretion regarding its property, funding, planning, and development decisions; and

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

1. The Port of Benton approves the Memorandum of Understanding with the Tri-Cities Rowing Association, substantially in the form presented to the Commission, including all exhibits and attachments.
2. The Interim Executive Director is authorized to execute the Memorandum of Understanding and related documents necessary to implement this Resolution, including non-substantive modifications that do not commit Port property to the proposed project, materially expand the Port's obligations, or approve the proposed development.

THIS RESOLUTION OF THE PORT OF BENTON ADOPTED by the Commission at its regular meeting held this 14th day of October 2026.

Bill O'Neil, President

Scott D. Keller, Vice President

Lori Stevens, Secretary



COLUMBIA ROW AND PADDLE CENTER

Facility Program and Site Requirements

A Proposal Submitted to the Port of Benton

Prepared by the Tri-Cities Rowing Association

August 10, 2026

1. Purpose

This document sets out the Tri-Cities Rowing Association's (TCRA) facility program and site requirements for the proposed Columbia Row and Paddle Center (CRPC), to be located on Port of Benton land in North Richland, Washington. It builds on the presentation given to the Port on May 13, 2026, and incorporates feedback gathered from the TCRA equipment committee. It is intended to serve as the working document between TCRA and the Port of Benton as the formal proposal is developed.

TCRA is a registered, public 501(c)(3) nonprofit and a service-oriented rowing community whose mission is to offer all people — regardless of background — in the Tri-Cities area an opportunity to participate in a sport that connects individuals to themselves, their neighbors, and their environment. More information is available at rowtc.org.

2. Program Assumptions

The facility program below is sized against the following membership and fleet assumptions:

Program Element	Assumption
TCRA Masters Program	100 active members
TCRA Youth rowing program	100 members
Club shell fleet	Six 8+, four 4+, four quads, four doubles, plus rentable space for privately owned singles and doubles
Other local non-motorized water craft clubs, (Outrigger Canoe club as an example)	Interior space for privately owned singles and doubles Exterior Space for large craft
Paddleboard and kayak rental fleet	35 paddleboards, 20 kayaks

3. Ground Floor Program

The ground (grade) level is sized at approximately 75 ft x 60 ft (4,500 sq ft). The 75 foot length is to accommodate the largest rowing shells which are 65 feet. These shells accommodate 8 rowers and a coxswain. Forty feet of the sixty foot width is for shell storage. The remaining area, 75 x 20 ft, will be for storage of rental craft (kayaks and paddle boards) as well as for boat maintenance.

3.1 Boat Storage and Maintenance Bay — approx. 3,000 sq ft

- Storage and maintenance of TCRA shells and sculls: six 8+, four 4+, four quads, four doubles, plus space reserved for privately owned singles and doubles.
- Dedicated oar storage bay, with sweep and scull racks stored vertically.
- Minimum clear height of 14–15 ft, to allow ceiling-mounted single storage and vertical oar storage without floor-space penalty.
- Mechanical room and restroom.
- Overhead doors with direct walk-out access to the river.

3.2 Rental / Sales Bay — approx. 1,500 sq ft

- Sales and rental of kayaks, paddleboards, and other non-powered watercraft.
- Doubles as an off-season boat repair and maintenance area, with independent ventilation and dedicated tool storage.
- Restroom and entry/load-in window.

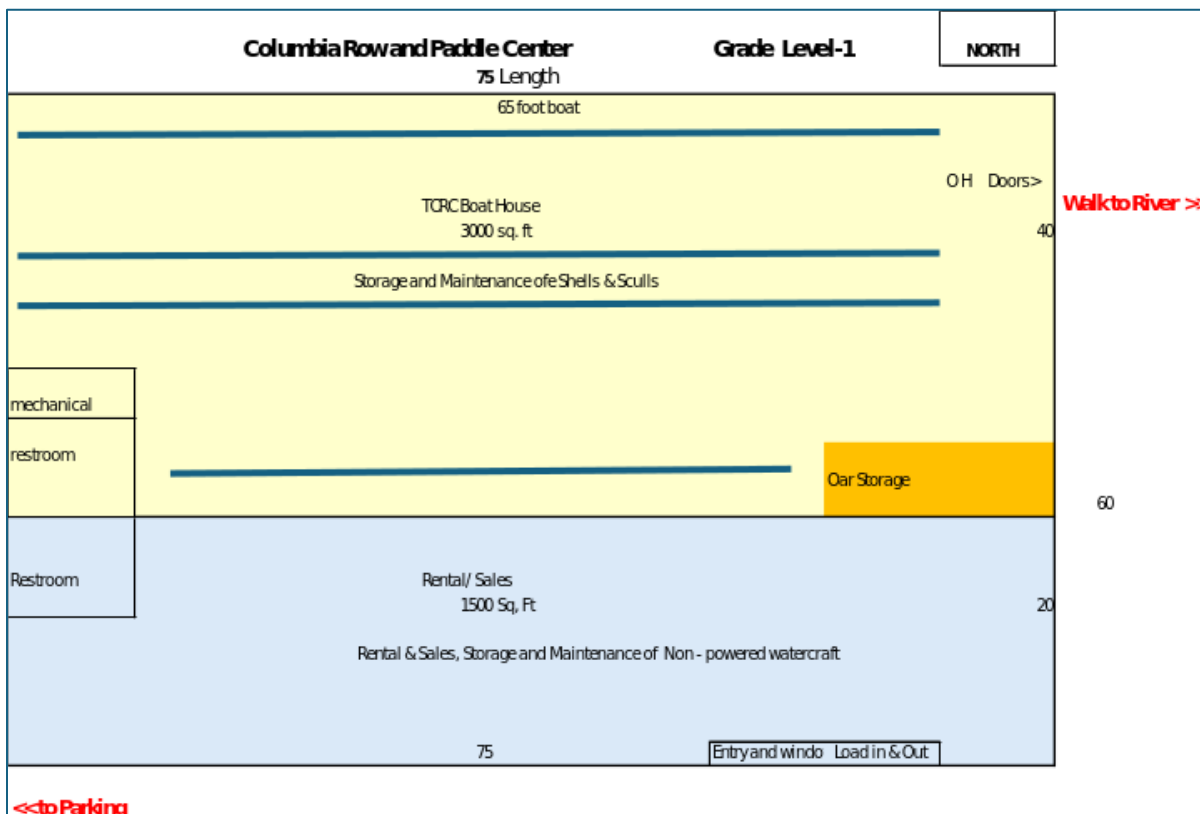


Figure 1 — Ground Level (Level One) Schematic Floor Plan

4. Second Floor Program

The second level has the same dimensions as the first totaling approximately 4500 sq ft and includes:

4.1 TCRA Space — approx. 1,800 sq ft

- Erg room and weight/dryland training area.
- TCRA office.
- Men's and women's changing rooms, each with two showers and lockers.
- Handicap-accessible restroom.

4.2 Food and Beverage Space — approx. 2,700 sq ft

- Kitchen.
- Dining and meeting room with a view up-river.
- Exterior deck, accessed through an overhead door off the dining room.
- Men's and women's restrooms serving the food and beverage area, plus an entry foyer.

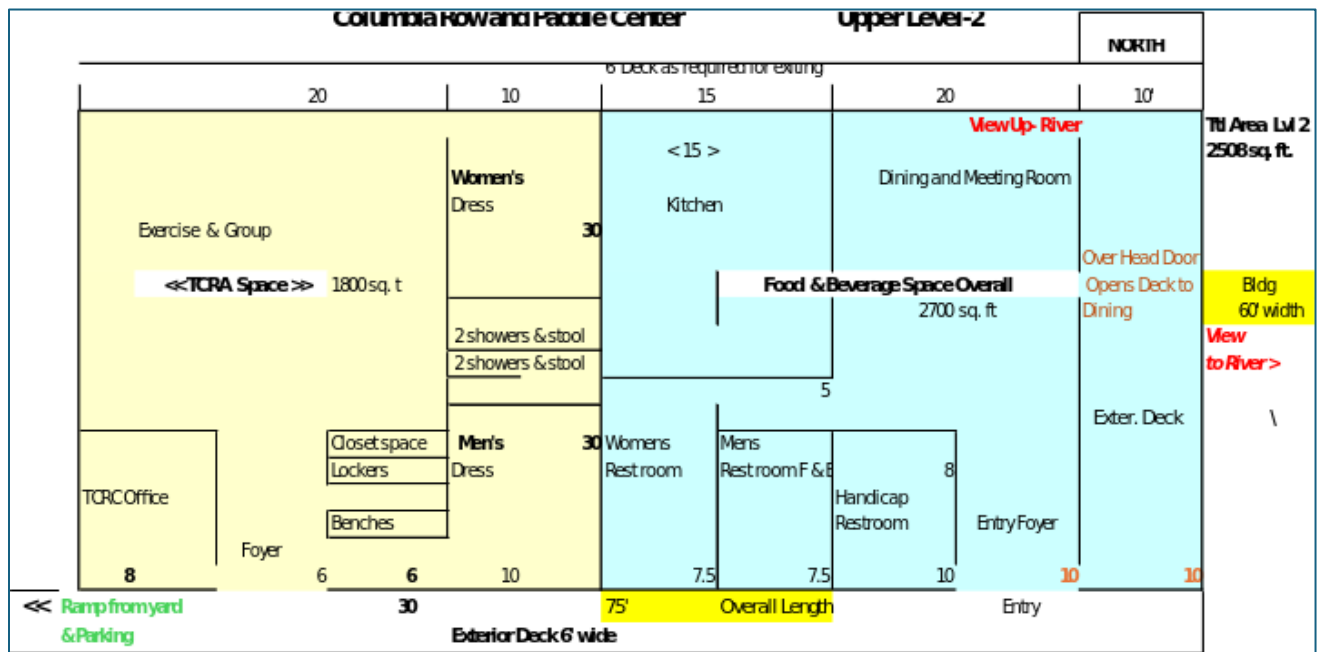


Figure 2 — Second Level (Level Two) Schematic Floor Plan

5. Exterior and Site Elements

Area around the boat house included in the CRPC will be used for river access, equipment storage, support activities and vehicle access. It includes:

- Dock for launching shells, kayaks, and other non-motorized watercraft. Access ramp from the shell house to the dock.
- Boat ramp sized for small powered boats for coaching and rescue.
- Covered exterior boat storage (approx. 100 ft x 56 ft) for older 8s and 4s, and privately owned singles, canoes, and kayaks.
- Multi-use area (approx. 100 ft x 54 ft) for boat rigging and maintenance, an outdoor boat wash station, and additional exterior event space — replacing the pickleball/volleyball courts shown in the original May 13 concept.
- Equipment storage and TCRA trailer parking, plus outrigger canoe storage (approx. 100 ft x 50 ft).
- Patio with shade structure and BBQ.
- Parking for 50+ vehicles (42 stalls at 9 ft typical in Phase 1), with an area reserved for future additional parking.
- Dedicated visitor truck/trailer parking, separate from member vehicle parking, to support regattas and visiting clubs.
- Site is bordered by the existing riverfront bike trail.

Figure 4 shows the approximate area of the CRPC on an ariel photograph for reference purposes.

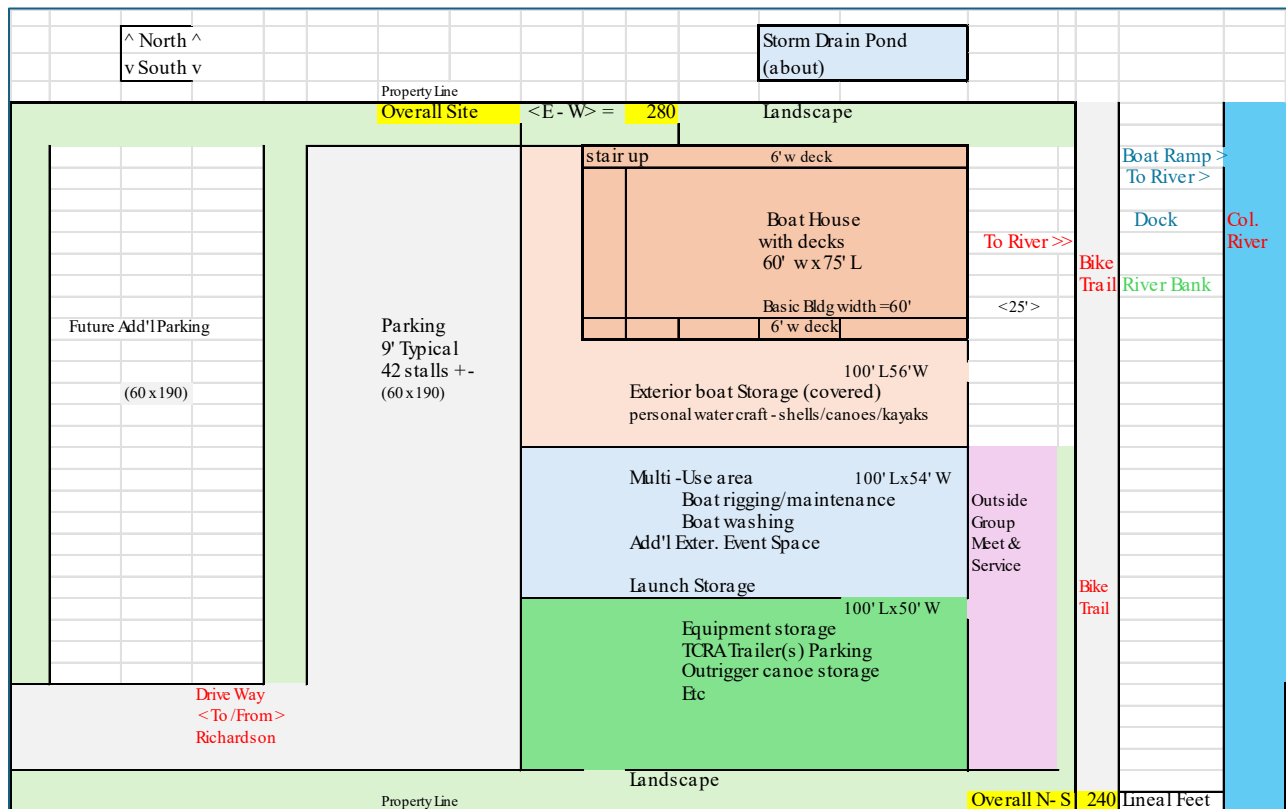


Figure 3 — overall Site Plan (approx. 240 ft x 280 ft / 1.5 ac)



Figure 4 — Site Location, North Richland

Dedicated area is 67200 square feet ~ 1.5 acres. This does not include the boat launch area.

MEMORANDUM OF UNDERSTANDING

Between the Port of Benton and Tri-Cities Rowing Association

This Memorandum of Understanding ("MOU") is entered into by and between the Port of Benton, a Washington port district organized under the laws of the State of Washington ("Port"), and the Tri-Cities Rowing Association, a Washington nonprofit corporation ("TCRA"). The Port and TCRA may be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the Port is a Washington port district committed to promoting economic development, public access, recreation, and stewardship of Port-owned lands within Benton County; and

WHEREAS, TCRA is a Washington nonprofit organization dedicated to providing affordable and inclusive access to water sports, youth and adult training programs, recreational opportunities, community events, and waterfront education for residents of the Tri-Cities region; and

WHEREAS, TCRA has expressed interest in developing and operating a community-oriented paddle and water sports facility, referred to as the Paddle and Row Center, on Port-owned property located between Richardson Road and the Columbia River, identified as Benton County Parcel Nos. 123081000001009 and 123081000001008, and generally depicted in the concept project submission attached as Exhibit A; and

WHEREAS, the Port acknowledges TCRA's interest in evaluating a Paddle and Row Center on certain port-owned property. The Port is not currently pursuing development of the subject waterfront property and has not adopted plans, budgets, or development objectives for such a project. However, the Port is willing to participate with TCRA in evaluating whether future planning efforts may identify opportunities that align with the Port's mission and long-term objectives.

WHEREAS, the Parties recognize the potential public, recreational, educational, and economic benefits of such a facility and desire to explore whether the project aligns with their respective missions, goals, and long-term interests.

NOW, THEREFORE, the Parties agree as follows:

PURPOSE

The purpose of this Memorandum of Understanding ("MOU") is to establish a framework for the Parties to coordinate, and TCRA may evaluate and advance, at its own expense and risk, the feasibility of a proposed Paddle and Row Center and related waterfront improvements on Port-owned property. The Port's anticipation is limited to participation in discussions, review of information, and evaluation of whether the proposal may warrant future consideration.

The Parties intend to work cooperatively on planning, due diligence, site evaluation, funding opportunities, permitting considerations, conceptual design, and operational planning to determine whether a future development partnership is feasible and in the mutual interest of the Parties.

This MOU is for planning and evaluation purposes only and does not create any obligation to proceed with development. This MOU does not constitute a development agreement, lease, license, property conveyance, funding commitment, permit approval, or authorization to commence construction.

FEASIBILITY PLANNING PROCESS

The Parties agree to collaborate on a feasibility planning process to evaluate the proposed project's feasibility, scope, requirements, and potential implementation approach. This process may include review of the following items:

- Proposed site evaluation and conceptual layout.
- Facility, programming, and operational requirements.
- Public access, parking, circulation, and waterfront compatibility considerations.
- Utility, infrastructure, and access requirements.
- Environmental review, land use, shoreline, and permitting considerations.
- Phasing recommendations and preliminary cost estimates.
- Potential funding strategies, grants, partnerships, and community support.

PORT RESPONSIBILITIES

The Port agrees to:

- Provide reasonable access to and the use of available site information and planning documents relating to the Property and nearby Port Projects .
- Participate in planning meetings and project coordination discussions.
- Assist in identifying known development constraints, regulatory requirements, and Port policy considerations.
- Evaluate the proposed development's consistency with Port objectives, policies, and future waterfront planning efforts.
- Coordinate internally regarding long-range waterfront planning and development considerations.

TCRA RESPONSIBILITIES

TCRA agrees to:

- Lead, fund, and manage feasibility and engineering evaluations, including any consultant support needed to determine whether the project is feasible and viable for future development. TCRA shall undertake and fund all such activities at its cost and risk, without any expectation of reimbursement or offset from the Port.
- Provide information regarding organizational objectives, programming needs, facility requirements, and operational plans.
- Identify potential funding sources, grants, sponsorships, and partnership opportunities.
- Provide information necessary to assist in preparation and evaluation of the Development Plan.
-

STAKEHOLDER, CITY, LAND USE, AND REGULATORY COORDINATION

The Parties acknowledge that successful project planning may require coordination with the City of Richland, regulatory agencies, utility providers, waterfront users, community organizations, and other stakeholders. Such coordination may include land use review, shoreline permitting, environmental review, infrastructure planning, public outreach, and other activities necessary to support project evaluation, identify requirements and constraints, and advance development planning.

FUTURE WATERFRONT PLANNING REQUIREMENTS

The Parties acknowledge that the proposed project area is located within approximately forty (40) acres of Port-owned waterfront property between Richardson Road and the Columbia River, including Benton County Parcel Nos. 123081000001009 and 123081000001008.

The Parties further acknowledge that a master plan for this waterfront area has not yet been completed. Advancement of any proposed development beyond conceptual planning and feasibility will require preparation of a waterfront master plan, or similar planning document, that addresses, among other things, the following:

- Future land uses;
- Public access opportunities;
- Recreational amenities;
- Infrastructure, utility, and access requirements;
- Environmental, shoreline, and permitting considerations;
- Transportation, parking, and circulation planning;
- Stakeholder and public engagement; and
- Coordination with the City of Richland and other affected agencies.

The Parties will collaborate in good faith in the development of the waterfront master plan or similar planning document, recognizing that the plan will be a Port-led planning document addressing the broader Port-owned waterfront area.

TCRA acknowledges that completion and adoption of the waterfront master plan or similar planning document by the Port Commission must occur before a development agreement for the proposed project may be finally approved or executed. However, to facilitate coordination and reduce overall project timelines, the Parties may develop and negotiate a proposed development agreement concurrently with the waterfront planning process. Any such development agreement will remain subject to, and must be consistent with, the final waterfront master plan or similar planning document as adopted or approved by the Port Commission. Following such adoption or approval, any proposed project will remain subject to all applicable land use, environmental, shoreline, permitting, and other regulatory requirements and approvals.

TCRA is not obligated to fund the waterfront master plan or similar planning document. The Port's participation in and funding of the planning effort are subject to budget availability, Commission approval, and an as-yet-undetermined timeline, which TCRA acknowledges. The Port will make reasonable efforts to advance the planning process in collaboration with TCRA and other appropriate

111 stakeholders. Any contribution or cost allocation among the Parties related to the planning effort must be
112 established through a separate written agreement executed by the Parties.

113 TCRA's participation in the waterfront planning process, including the provision of information, concepts,
114 or other assistance, does not entitle TCRA to reimbursement, an offset, preferential consideration,
115 exclusive rights, or any right or interest in the use or development of Port property. Nothing in this MOU
116 constitutes approval of a specific development proposal, a commitment by the Port to enter into a future
117 development agreement, or authorization to use or develop Port property.

118 **FUNDING AND COSTS**

119 Unless otherwise agreed in writing, each Party shall be responsible for its own costs incurred in
120 connection with this MOU. Execution of this MOU does not obligate either Party to provide or
121 appropriate funding, pursue grants, enter into future agreements, approve construction, or otherwise
122 financially support the proposed project.

123 **FUTURE AGREEMENTS**

124 Upon completion of the feasibility, planning, and due diligence activities contemplated by this MOU,
125 TCRA may submit a Letter of Intent summarizing its findings, proposed project concept, and any
126 conditions necessary to proceed, including the development of a waterfront master plan.

127 Upon receipt of such Letter of Intent, Port staff shall, in good faith, evaluate the proposal and may present
128 it to the Port Commission for consideration and direction.

129 If the Parties determine that the project is feasible and in their mutual interest, they may negotiate one or
130 more subsequent agreements defining their respective rights, responsibilities, and obligations. Such
131 agreements may include, but are not limited to:

- 132 • Development Agreement;
- 133 • Ground Lease;
- 134 • Property Use Agreement; or
- 135 • Other agreements deemed necessary by the Parties.

136 Any future agreement shall be subject to applicable laws, policies, and approval by the Port Commission
137 and TCRA's governing body, as applicable. Nothing in this MOU obligates either Party to enter into any
138 future agreement or proceed with project development.

139 **NON-BINDING NATURE**

140 This MOU documents the Parties' current intent to cooperate in planning and feasibility discussions only.
141 Unless expressly provided in a future written agreement approved by both Parties, this MOU does not
142 create legally binding obligations, property rights, possessory rights, exclusive rights, financial
143 commitments, or authority for either Party to act on behalf of the other. TCRA acknowledges and assumes
144 the risk that the proposed project may be determined to be infeasible, may not receive required approvals,
145 may be inconsistent with future waterfront planning, or may otherwise be discontinued or not proceed for
146 any reason.

NO REAL PROPERTY INTEREST OR EXCLUSIVITY

Nothing in this MOU grants TCRA any leasehold interest, license, easement, interest, development right, preferential right, exclusive negotiating right, right of first refusal, or other real property interest in any Port-owned property.

The Port retains full discretion over the use, planning, management, disposition, and development of its property, subject to applicable law and any future approvals required by the Port Commission.

COMPLIANCE WITH LAWS AND PUBLIC RECORDS

The Parties shall conduct all activities under this MOU in compliance with applicable federal, state, and local laws, rules, and regulations. The Parties further acknowledge that records related to this MOU may be subject to public disclosure under Washington law.

TERM AND TERMINATION

This MOU becomes effective upon execution by both Parties and remains in effect for twelve (12) months, unless extended by mutual written agreement.

Either Party may terminate this MOU by providing thirty (30) days' written notice to the other Party.

AMENDMENT

This MOU may be amended only by a written agreement executed by authorized representatives of both Parties.

ACCESS AND USE OF PROPERTY

Subject to prior coordination with and approval by the Port, and after providing evidence of insurance required under this MOU, TCRA and its employees, consultants, contractors, and professional representatives may access designated Port property only for feasibility evaluations, site observations, surveys, inspections, and other planning-related activities contemplated by this MOU. No intrusive testing, environmental investigation, geotechnical work, equipment installation, construction activity, or other physical alteration of the property may occur without the Port's prior written approval. TCRA shall be responsible, at its sole cost, for repairing any damage and restoring affected property to its prior condition. TCRA shall not permit any lien or encumbrance to arise from its activities and shall promptly cause any such lien or encumbrance to be released.

INDEMNIFICATION

Each Party shall be responsible for its own acts and omissions, and those of its officers, employees, agents, contractors, consultants, and representatives. Neither Party shall be liable for the acts or omissions of the other Party. To the fullest extent permitted by law, each Party shall defend, indemnify, and hold harmless the other Party and its commissioners, officers, employees, and agents from any claims, damages, liabilities, losses, costs, and expenses, including reasonable attorneys' fees, arising out of the indemnifying Party's performance under this MOU. This section shall survive expiration or termination of this MOU.

INSURANCE

For activities authorized under this MOU that require TCRA to enter Port property, TCRA shall maintain, at its sole cost and expense, the following insurance coverages, on forms and with insurers reasonably acceptable to the Port:

a) Commercial General Liability

Commercial General Liability insurance written on an occurrence form (ISO CG 00 01 or equivalent), with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The Port may require higher limits based on the nature of activities being conducted on Port property.

(b) Commercial Automobile Liability

Commercial Automobile Liability insurance covering owned, hired, and non-owned vehicles, with combined single limits of not less than \$1,000,000 per occurrence.

(c) Workers' Compensation and Employer's Liability

Workers' Compensation insurance as required by Washington State law, and Employer's Liability insurance with limits of not less than \$1,000,000 per accident, \$1,000,000 per disease per employee, and \$1,000,000 disease policy limit.

TCRA shall cause the Port of Benton, its commissioners, officers, employees, and agents to be named as additional insureds under TCRA's Commercial General Liability policy on a primary and non-contributory basis using ISO endorsement form CG 20 10 (ongoing operations) and CG 20 37 (completed operations), or their equivalents, with respect to activities arising out of or related to this MOU. TCRA shall also obtain a waiver of subrogation in favor of the Port of Benton under all required insurance policies.

TCRA shall provide the Port with certificates of insurance and additional insured endorsements evidencing the required coverage prior to conducting any site visits, inspections, surveys, feasibility evaluations, consultant activities, or other authorized entry onto Port property.

TCRA shall endeavor to cause its insurers to provide at least thirty (30) days' prior written notice to the Port of any cancellation, nonrenewal, or material reduction in coverage (ten (10) days for cancellation due to nonpayment of premium). TCRA shall separately and promptly notify the Port in writing upon learning of any such change.

TCRA shall require all consultants, contractors, engineers, surveyors, geotechnical firms, environmental professionals, and other third parties entering Port property on TCRA's behalf to maintain:

(i) Commercial General Liability, Commercial Automobile Liability, and Workers' Compensation/Employer's Liability insurance in amounts appropriate to their activities and customary for their profession; and

(ii) Professional Liability (Errors & Omissions) insurance, for any design professionals, engineers, surveyors, environmental professionals, or geotechnical firms, with limits of not less than \$1,000,000 per claim and \$1,000,000 in the aggregate, maintained for a period of not less than three (3) years following completion of services under this MOU.

221 TCRA shall cause each such third party to name the Port of Benton as an additional insured on their
222 Commercial General Liability policies. Upon request, TCRA shall provide evidence of such coverage to
223 the Port.

224 Maintenance of insurance as required herein shall not be construed to limit TCRA's liability or obligations
225 under the indemnification provisions of this MOU.

226 **AUTHORITY**

227 Each individual signing this MOU represents and warrants that they are authorized to execute this MOU
228 on behalf of the Party identified below, subject to any required approval by the applicable governing
229 body.

230 **PORT OF BENTON**

231 By: _____

232 Name: _____

233 Title: _____

234 Date: _____

235 **TRI-CITIES ROWING ASSOCIATION**

236 By: _____

237 Name: _____

238 Title: _____

239 Date: _____

PORT OF BENTON
COMMISSION AGENDA MEMORANDUM

MEETING DATE	October 14, 2026	AGENDA ITEM	E.6.
SUBJECT	HMIS Lease Security Requirement and Request for Commission Direction	PRESENTED BY	Audrey Burney, Director of Real Estate
PROPERTY	Richland Business Park	ACTION	Approval

REQUESTED ACTION

Approve a waiver of the rent security requirement contained in the lease with Hanford Mission Integration Solutions (HMIS) pursuant to RCW 53.08.085, based on the Port's historical waiver of the requirement for the prior tenant and the long-standing tenancy at the property.

BACKGROUND

The Port entered into a lease agreement with HMIS that includes a financial security requirement intended to secure the payment of rent. During a 2026 lease file review, Port staff determined that the required financial security had not been received and requested that HMIS provide evidence of compliance.

HMIS succeeded Mission Support Alliance (MSA) as the tenant and has maintained a long-term tenancy at the property. At the October 12, 2010 Commission Meeting, the Port waived the rent security requirement under MSA's lease. The Port's records confirm that the security requirement required by RCW 53.08.085 was waived for MSA on that date.

LEGAL CONSIDERATIONS

RCW 53.08.085 generally requires leases of Port property with terms exceeding one year to have rent secured by rental insurance, bond, or other security satisfactory to the Port Commission. The statute expressly authorizes the Commission, in its discretion, to waive the rent security requirement or reduce the required amount

STAFF ANALYSIS

In evaluating whether to waive the requirement, staff considered the following:

- HMIS's long-standing tenancy and its role as a federal contractor supporting Department of Energy operations.
- HMIS's payment history and the financial risk to the Port if rent security is not maintained.
- The Port's prior waiver of the rent security requirement for MSA, the preceding tenant, At the October 12, 2010 Commission meeting.
- Consistency with the Port's historical treatment of this tenancy and property.
- The Commission's statutory authority under RCW 53.08.085 to waive or reduce the rent security requirement.

Approving a waiver for HMIS would be consistent with the Port's prior treatment of the tenancy and would avoid imposing a financial security requirement that was waived under the prior MSA lease.

STAFF RECOMMENDATION

Staff recommends that the Commission approve a waiver of the rent security requirement in the amount of \$250,676.76 for HMIS pursuant to RCW 53.08.085. The recommendation recognizes the long-standing tenancy, the Port's October 12, 2010 waiver of the requirement under MSA's prior lease, and the Port's historical practice of not collecting rent security for this tenancy.

SUGGESTED MOTION

I move that the Port of Benton Commission waive the rent security requirement of \$250,676.76 for Hanford Mission Integration Solutions pursuant to RCW 53.08.085 and authorize staff, Legal Counsel, and the Interim Executive Director to prepare and execute any related documentation necessary to memorialize the waiver.

Port of Benton

Schedule of User Fees and Charges

This Schedule of User Fees and Charges establishes fees assessed by the Port of Benton for services, facilities, permits, transactions, and administrative actions. This schedule is not exclusive. The omission of a fee does not limit the Port's authority to assess charges authorized by statute, resolution, contract, lease, license, use agreement, or other applicable authority.

Authority Codes and Definitions

- S - Statutory authority (RCW).
- R - Established by Port Commission resolution.
- C - Established by contract, lease, license, tariff, or use agreement.
- O - Outside agency, consultant, operator, or third-party charges passed through to the applicant or customer.

Public records fees are authorized pursuant to RCW 42.56.120. Other Port fees and charges are authorized pursuant to Title 53 RCW, including RCW 53.08.070, 53.08.080, 53.08.090, and other applicable provisions.

Actual cost. The direct cost incurred by the Port, including materials, labor directly attributable to the service, consultant or vendor charges, and other directly associated expenses, consistent with applicable law.

Fee description	Unit	Fee Amount	Authority
PUBLIC RECORDS FEES			
Photocopies or Printed Copies	Per page	\$0.15	S
Scanned Records	Per page	\$0.10	S
Electronic Files or Attachments	Per four files/attachments	\$0.05	S
Electronic Transmission of Records	Per gigabyte (GB)	\$0.10	S
Digital Device for Record Transfer	Per device	Actual cost	S
Postage, Container, or Delivery	As required	Actual cost	S

Fee description	Unit	Fee Amount	Authority
PERMITS & DEVELOPMENT FEES			
ROW Construction Permit (utility trenching, traffic control plan, etc.)	Per permit	\$275.00	R
Plan and Site Plan Review	Per review	\$250.00	R
Permit or Plan Revision / Resubmittal	Per review	\$100.00 or actual cost	R/O
Temporary Right of Entry / Access Agreement	Per request	\$225.00	R
Easement Processing Fee (customer-provided engineering and surveying)	Per easement	\$375.00	R
Land Use Agreement	Per request	\$750.00 or actual cost	R/O
County Recording Fees	As required	Actual cost	O
Specialized Engineering, Technical	As required	Actual cost	O

Review, Inspection, or Reinspection			
Railroad Safety Review / Operator Support	Per request	Actual cost	O
Railroad Insurance Requirements	As applicable	Actual cost	O/C

Fee description	Unit	Fee Amount	Authority
LEASE & PROPERTY AGREEMENT FEES			
Lease Application, including standard lease drafting	Per request	\$275.00	R
Consent to Assignment	Per request	\$300.00	R
Lease Assumption	Per request	\$300.00	R
Combined Assignment, Assumption, Consent, and/or Amendment	Per request	\$500.00	R
Memorandum of Lease Preparation	Per request	\$250.00	R
Administrative Lease Amendment	Per request	\$250.00	R
Lease Amendment - Business Terms	Per request	\$500.00	R
Lease Extension Agreement	Per request	\$300.00	R
Lease Termination / Surrender Agreement	Per request	\$300.00	R
Sublease Consent Review	Per request	\$300.00	R
Lender / Financing Document Review	Per request	\$300.00 plus actual cost	R/O
Easement Amendment / Modification	Per request	\$500.00	R
Estoppel Certificate	Per request	\$150.00	R
Tenant-Requested Exhibit Revision	Per request	\$150.00	R
Legal Description Review and Exhibit Preparation	Per request	\$250.00	R
Recording Package Preparation	Per request	\$150.00	R

Fee description	Unit	Fee Amount	Authority
PROPERTY TRANSACTION FEES			
Property Purchase Application, including preparation of standard purchase documents	Per request	\$1,000.00	R
Development Proposal Review	Per request	\$1,000.00	R
Purchase and Sale Agreement Amendment	Per request	\$500.00	R
Development Agreement Preparation / Amendment	Per request	\$500.00 plus actual cost	R/O
Standard Transaction / Due Diligence Deposit	Per request	\$2,500.00	R
Complex Transaction / Development Deposit	Per request	\$5,000.00	R
Additional / Replenishment Deposit	As required	Based on anticipated costs	R

Fee description	Unit	Fee Amount	Authority
SERVICE & ADMINISRATIVE FEES			
Returned / NSF Payment Fee	Per payment	\$35.00	R
Late Payment Charge	As applicable	Per applicable lease or	C

		agreement	
Applicant-Requested Special Commission Meeting	Per request	\$2,500.00	R
Expedited Review, if accepted by the Port	Per request	Actual cost or adopted surcharge	R/O

Separate Operating Schedules and Agreements

Rates and charges established under separately adopted tariffs, park fee schedules, airport fee schedules, leases, user agreements, licenses, or other agreements are governed by those respective documents.

General Provisions

- Application and administrative fees are intended to partially recover Port costs associated with processing, reviewing, and administering requests and are nonrefundable once substantive review has commenced.
- In addition to established fees, applicants are responsible for actual third-party costs incurred by the Port in connection with a request or transaction, including legal, appraisal, title, escrow, survey, recording, environmental, engineering, architectural, consulting, railroad, insurance, and specialized document preparation costs.
- The Port may require a deposit toward anticipated costs and may require the deposit to be replenished when the remaining balance is insufficient to cover anticipated costs. Deposits will be applied to actual costs incurred. Any unused balance will be refunded or credited, and costs exceeding the deposit remain the responsibility of the applicant.
- When a request involves multiple actions, documents, permits, or transactions, applicable fees may be cumulative.
- Applicable taxes, assessments, recording charges, and other governmental charges are not included unless expressly stated and remain the responsibility of the applicant, tenant, or customer.
- Fees, deposits, and reimbursable costs are due as determined by the Port and may be required before review, issuance, execution, or recording of the applicable permit, agreement, or transaction document.
- The Port Commission or Executive Director, within delegated authority and consistent with applicable law, may waive, reduce, or modify an administrative fee when determined to be in the Port's best interest.
- This schedule should be reviewed periodically and may be amended by Port Commission action.

PORT OF BENTON
COMMISSION AGENDA MEMORANDUM

MEETING DATE	October 14, 2026	AGENDA ITEM	E.8.
SUBJECT	Hi-Line Engineering Commission Memo	PRESENTED BY	Audrey Burney, Director of Real Estate
PROPERTY	Richland Airport Business Park	ACTION	Approval - Recommended

REQUESTED ACTION

Approve Lease Modification No. 1 with Hi-Line Engineering and Fabrication, Inc., effective November 1, 2026, establishing the five-year rental transition schedule, and authorize the Interim Executive Director to execute the modification on behalf of the Port.

BACKGROUND

Hi-Line Engineering and Fabrication, Inc. entered into a ground lease with the Port of Benton for approximately 2.27 acres at the Richland Airport, commencing November 1, 2002. The original lease term was 20 years and included three additional 10-year renewal options. The lease permits the property to be used for the construction and occupancy of a building for light industrial and light manufacturing purposes and related incidental uses.

The initial lease term expired October 30, 2022. Under the lease, the renewal option is deemed exercised unless the tenant provides written notice of its intent not to renew at least 180 days before the end of the applicable term. Port records indicate that the lease is currently within its first 10-year renewal term.

STAFF ANALYSIS

Hi-Line Engineering and Fabrication, Inc. is currently paying rent below the applicable fair-market rate for its 2.27-acre ground lease at the Richland Airport. The lease provides for periodic rent review every three-years, and the Port issued notice of a fair-market rent adjustment effective November 1, 2026.

During the review, Port staff considered the property's location and its development limitations under the Airport Layout Plan. Because the area may be needed for future aviation-related development, including potential hangars, staff determined that the improved aviation land rate of \$0.32 per square foot per year is the appropriate benchmark.

Rather than implementing the full rent adjustment immediately, the Port offered a five-year transition schedule. Hi-Line Engineering and Fabrication, Inc. elected this option, which gradually increases the monthly base rent to the applicable fair-market benchmark, including 3% annual escalation. The proposed modification changes only the rental schedule; all other terms and conditions of the existing lease remain in effect.

STAFF RECOMMENDATION

Port staff recommends that the Commission approve Lease Modification No. 1 with Hi-Line Engineering and Fabrication, Inc., establishing a five-year transition from the tenant's current below-market rent to the applicable fair-market aviation land rate of \$0.32 per square foot per year, including the applicable 3% annual escalations. This approach recognizes the property's development limitations under the Airport Layout Plan while providing a gradual and equitable transition to fair-market rent. The modification preserves all other terms and conditions of the existing ground lease.

SUGGESTED MOTION

It move to approve Lease Modification No. 1 with Hi-Line Engineering and Fabrication, Inc., establishing the five-year rental transition schedule effective November 1, 2026, and authorize the Interim Executive Director to execute the modification on behalf of the Port.

	Project	Grant Phase	Description	Grants Pursued/Received	Comments
1	Better Utilizing Investment to Leverage Development (BUILD formerly RAISE)	Contracting	White Bluffs Southern Connection Rail, including ties and rail throughout the system	Federal - \$9.56 million POB - \$2.4 million	Awarded \$9.56 million in Federal Grant. First draft of the contract was submitted to the U.S. Department of Transportation, with a final version to Commission in October.
2	State Capital Request	Obligated	Phase 1 - Intermodal Rail Yard	\$240,000	Request to support federal grant applications and initial phase 1 of the intermodal rail yard; \$232,800 obligated.
3	Congressional Directed Spending Requests - CRISI	Contracting	Port of Benton White Bluffs Rail Project Modernization and Intermodal Facility – initial part of the track and improvements	\$2.5 million Federal Earmark	New request submitted to all congressional offices for 2026. Cantwell CDS has advanced to \$2,500,000. The \$2.5 million award has been received, and staff is working through scope of work, which is not expected to be executed until Q1 2027.
4	Port Barge Facility Electrification	Obligated	Barge facilities, electrification and security improvements	WSDOT Port Electrification Grant - \$2.7 million 10% match requirement - \$300,000 – POB	\$2.7 million awarded, contracting and project underway. Currently working through permitting and 90% design.

	Project	Grant Phase	Description	Grants Pursued/Received	Comments
5	CERB/EDA-updated	Contracting	2579 Stevens Drive offices and update remodel (RBP)	\$2.4 million – CERB loan secured \$1.5 million – POB \$1.7 million – Benton County, secured Phase 2 – EDA \$3 million – pending	Submitted to CERB, May 15, 2025, presentation, loan secured. Benton County Rural County Capital Funds .09 grant request presentation completed and disbursement agreement secured. Tier I exemption approved by WA Clean Building Act. Cultural and SEPA requirements have been completed and accepted. CKJT assessment completed on 2579 building with cost estimates. Design firm under contract for the design of a new office building to replace the current Barnhart office space as part of compliance with the WA Clean Buildings Act. All documents have been submitted and approved. Contract is being finalized for signatures June 30, 2026. CERB Loan final review and board approval July 17, 2026 The CERB Loan was signed and executed on July 14, 2026 We are moving towards 100% design completion and are on schedule to meet the design and engineering milestones. EDA application, discussion begins for the future phase.

	Project	Grant Phase	Description	Grants Pursued/Received	Comments
6	RCO	Applied	Planning and Engineering for the wastewater ponds	\$200,000 grant with no match	RCO Approval October 30 th , 2026 Funding December 2026
7	USDA Rural Economic Dev Loan & Grant Program (REDLG)	Pre-Application	"Business Incubator Building" Prosser VV	Loan and grant require a POB 20% match	Discussion with Benton REA, since the dollars need to flow through a Rural Electric Cooperative.
8	FEMA Hazard Mitigation Program	Pre-Application	- Richland Airport air rescue facility - Light Poles on all port streets - Port security, all sites	75% FEMA grant, 12.5% state military grant, 12.5% local match	Benton County is updating its Hazard Mitigation Plan. We submitted these projects to get on the list that, once approved, is good for the next six years. This is required so that we can qualify for FEMA Hazard Mitigation Grants in the future.

Airports					
	Project	Grant Phase	Description	Grants Pursued/Received	Comments
9	FAA Airport Funds - Prosser Airport	In Construction	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)	Project largely completed. Final change order items being scheduled soon.
10	Infrastructure Investment and Jobs Act - Grant Funds (Now Bipartisan Infrastructure Law BIL funds) - Richland Airport	In Construction	Main Apron Reconfiguration - Design/Environmental 2025/26	BIL Funds - \$833,000	Project largely completed. Second coat of pavement striping to be done at the end of the month.
11	FAA Airport Funds – Richland Airport	Pre-Application	Wildlife fencing around the airport. Complete fencing around the entire airport	FAA NPE - \$205,000	Approved
12	FAA Airport Funds – Prosser Airport	Pre-Application	Construct Heliport/Helipad with service road – design	FAA NPE - \$155,000	Approved

Quarterly Project Progress Report

Port of Benton 2579 Stevens Modernization

Funding Program: Benton County 09 Funds

Reporting Period: Third Quarter 2026



1. Executive Summary

The Port of Benton 2579 Stevens Modernization project remains on schedule during the third quarter of 2026. Design and engineering are each 50 percent complete and are progressing concurrently with coordination among the Port, its project partner, and the anchor tenant. Port matching funds are currently supporting design and engineering activities. Permit submittal and construction bidding are planned for January 2027, contractor selection is anticipated in February 2027, and contract execution is targeted for mid-April 2027. Site, utility, and construction activities are anticipated to begin in the third quarter of 2027.

2. Project Progress by Workstream

Workstream	Completion	Status and Schedule
Design	50%	On schedule. The Port is coordinating with its project partner and anchor tenant to complete design. Port matching funds are supporting design and engineering.
Engineering	50%	On schedule. Engineering is proceeding concurrently with design and is planned for completion in conjunction with the design phase.
Building Permits	0%	On schedule. Plan submittal for permits and advertisement for construction bids are planned for January 2027.
Site Improvements	0%	Site improvements are anticipated to begin in the third quarter of 2027.
Utility Improvements	0%	Utility improvements are planned to proceed with site improvements beginning in the third quarter of 2027.
Construction	0%	Construction bidding is planned for January 2027, contractor selection for February 2027, and contract execution by mid-April 2027. Construction is anticipated to begin in the third quarter of 2027.

3. Funding Schedule

The following schedule summarizes planned funding by source and calendar year. Blank cells indicate that no amount is currently identified in the source schedule.

Funding Source	2026	2027	2028	2029
CERB	\$0	\$0	\$2,400,000	
Benton County 09	\$0	\$1,500,000	\$300,000	
Port Funding	\$570,000			\$630,000

4. Schedule, Risks, and Issues

The project is reported as on schedule. No specific risks, delays, or corrective actions were identified for this reporting period. The Port will continue coordinating design and engineering activities and will monitor readiness for permit submittal, bidding, contractor selection, and contract execution.

5. Activities Planned for the Next Reporting Period

- Advance coordinated design and engineering toward completion.
- Continue coordination with the project partner and anchor tenant.
- Prepare plans and supporting materials for permit submittal.
- Prepare construction bid documents for the planned January 2027 advertisement.
- Continue monitoring the funding schedule and planned use of Port matching funds.

