

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

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

portofbenton.com/commission

For those unable to access the internet, please call 509-375-3060 by 8 a.m. on May 24, 2023 to be provided with 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 hands are raised, when the host calls on you, press star + 6 (*6) to unmute yourself.

**PORT OF BENTON
REGULAR COMMISSION MEETING**

Agenda

8:30 a.m., May 24, 2023

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 from the April 12, 2023 Commission Meeting
3. Approval of Vouchers and Certifications, Including Payroll for Month of April Totaling \$842,015.90
4. Approval of Project Fund Vouchers and Certifications for the Month of April Totaling \$182,915.75
5. Resolution 23-09, Voiding Warrant No. 080989 In the Amount of \$3,615.00 Which Was Printed with Errors

D. PUBLIC COMMENT

E. ITEMS OF BUSINESS

1. Resolution 23-11, A Resolution Appointing Finance Director Jeff Lubeck as Port Auditor
2. Resolution 23-12, A Resolution Removing Danielle Connor as a Signer and Authorizing Jeff Lubeck as a Signer to the Banner Bank Account
3. Resolution 23-14, Land Lease with Kambash LLC for 1.09 Acres for Public/Tenant Park Use Within the Technology & Business Campus (3240 Richardson Rd.)
4. Resolution 23-15, A Resolution of the Port of Benton Authorizing Application for a Washington State Department of Transportation (WSDOT) Aviation Division, Airport Aid Grant to Fund Design Services Related to the Pavement Rehabilitation Project at Richland Airport
5. Resolution 23-16, A Resolution of the Port of Benton Authorizing Application for a Washington State Department of Transportation (WSDOT) Aviation Division Airport Aid Grant to Fund Design Services Related to the Pavement Rehabilitation and Electrical Replacement Project at Prosser Airport
6. Award of 2023 Railroad Tie Replacement Project – Condon Construction, LLC
7. Van Giesen and Cemetery Railroad Crossings, Change Order

F. INFORMATION REPORTS

1. Grants Update

G. COMMISSIONER REPORTS/COMMENTS

H. DIRECTOR REPORTS/COMMENTS

1. Airports
2. Facilities & Operations
3. Real Estate
4. Marketing
5. Finance Director
6. Port Attorney
7. Executive Director

I. EXECUTIVE SESSION: Real Estate and Personnel

J. ADJOURNMENT

The next regular Port of Benton Commission meeting will be held on Wednesday, June 14, 2023 at the Port of Benton Commission meeting room located at 3250 Port of Benton Blvd., Richland, WA. Visit portofbenton.com for notices and information.

**PORT OF BENTON
COMMISSION MEETING MINUTES
April 12, 2023**

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

PRESENT: Commissioner Christy L. Rasmussen; Commissioner Lori Stevens; Commissioner Roy D. Keck; Executive Director, Diahann Howard, PPM®; Port Attorney, David Billetdeaux, Public Information Officer, Summers Miya; Director of Marketing, Wally Williams; Director of Facilities & Operations, Ron Branine; Accounting Clerk, Liz Renz; Airport Manager, Quentin Wright; Director of Real Estate, Teresa Hancock; Interim Director of Finance, Sara Marshall; Senior Accountant, Veronica Serna; Theresa Richardson, City of Richland; Scott Keller, Community Member

The following attendees attended via remote communications: Contract Specialist, Sheri Collins; Joshua Lott, Anderson Perry; Bryan Condon, Century West Engineering; Ashley Garza, Consultant; Wendy Culverwell, Tri-City Herald; Joshua Skipper, Community Member; Sheila (No last name given), Community Member; Sara Schilling, Tri-Cities Area Journal of Business

The Commission meeting was noticed as required by RCW 42.30.070.

B. PLEDGE OF ALLEGIANCE: Commission Vice President, Roy Keck led those present in reciting the Pledge of Allegiance.

C. CONSENT AGENDA:

A motion was made by Commissioner Roy Keck, seconded by Commissioner Lori Stevens, and unanimously passed by the Commission approving the agenda for the April 12, 2023 Commission meeting, approval of minutes from the March 8, 2023 Commission meeting, approval of vouchers and certifications, including payroll, for the month of March totaling \$689,890.29 and approval of project vouchers and certifications for the month of March totaling \$188,199.24.

D. PUBLIC COMMENT:

City of Richland Mayor Pro Tem, Theresa Richardson announced that the City of Richland recently participated in a day-long strategic planning where survey results were revealed. Richardson added that a deep appreciation for the City and Port relationship was recognized.

Richardson added that the top three items of concern noted from survey results were:

1. Downtown mixed-use development with restoration of vacant buildings, vertical construction and zoning;
2. Public safety
3. Affordable housing – challenge to issue permits fast enough

Richardson added that there is excitement concerning new nuclear opportunity/future energy hub.

E. ITEMS OF BUSINESS

1. Welcome and Update from Linda Lehman, City of Benton City

Mayor Linda Lehman was unable to attend the meeting.

2. Resolution 23-07, Acceptance of Work to Ecomodus, LLC for Work Completed at 2579 Stevens Drive

Director of Facilities & Operations, Ron Branine announced that the installation of new LED lighting at the 2579 Stevens Drive facility is complete. Branine stated that lighting was installed in the rail high bay, front and outside of building.

Branine stated that the 2021 original contract for this project was \$85,720, \$7,457.64 in WSST, totaling \$93,177.64. Branine added that the incentive amount from the City of Richland is approximately \$65,200, bringing the estimated total of port costs to \$27,977.64. Branine added there was an eight month return on investment for this project.

A motion was made by Commissioner Lori Stevens, seconded by Commissioner Roy Keck, and unanimously passed by the Commission approving the Resolution 23-07, acceptance of work to Ecomodus, LLC for work completed at 2579 Stevens Drive.

3. Resolution 23-08, Authorizing a Commercial Lease of 5+ Years to Orano USA, LLC – Technology & Business Center

Director of Real Estate, Teresa Hancock provided a PowerPoint presentation regarding Resolution 23-08.

Hancock provided a company background on Orano USA, LLC, stating that U.S. headquarters are in Bethesda, Maryland, but global headquarters are located in Paris, with 16k employees worldwide. Hancock added that Orano is a subsidiary of Framatome with primary business lines: mining, conversion and enrichment, logistics for managing used nuclear fuel, recycling and nuclear waste management, decommissioning and dismantling, nuclear fuel cycle engineering, operations support (including radiological safety), nuclear medicine, and conducts federal site cleanup and closure. Orano is interested in commercial space for engineering staff.

Hancock added that she has been engaged in site visits and broker discussion on behalf of the client since January 2023.

Hancock provided a sense of place visual, which featured 3250 Port of Benton Boulevard, Suites C-E, a total of 7,375 feet. Hancock noted that Orano will occupy the remaining south end of the building, which currently houses Edgewater Technical Services, a former tenant since 2018, who previously started at 3100 George Washington Way.

Hancock stated that the tenant was seeking a 3-year + (1) 3-year option renewal term, total of six years.

Hancock stated that year one base rent is \$9,218.75 NNN, additional rent \$1,536.46 - \$11,938.90/month NNN.

Hancock explained that the tenant has requested early occupancy, abated rent for May-July, with leasehold excise tax and additional rent, comprised of \$2,720.15/month.

Hancock noted that the three-year impact is \$314,838.75 NNN, including \$58,124.22 additional rent.

Hancock added that there would be a 3% annual rent adjustment and an option renewal period in 2026, based upon fair market base rates and annual adjustment thereof.

Hancock noted that the lease is within the Executive Director's delegation of authority.

Hancock explained that broker compensation is handled on a case-by-case basis from 3-7%, with finders fee. Hancock added that port's finders fee policy is specific to land sales only. Hancock added that the brokers fee is based on net revenue. The Broker's compensation request is 4% and is \$12,593.55; with half paid when lease is approved/fully signed in May and the other half paid following first full month of rent and occupancy.

A motion was made by Commissioner Roy Keck, seconded by Commissioner Lori Stevens, and unanimously passed by the Commission approving the Resolution 23-08, authorizing a commercial lease of 5+ years to Orano USA, LLC in the Technology & Business Center.

F. INFORMATION REPORTS

1. Grants Update

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

- Item 11 - \$200k granted on 4/10/2023. (OCOchem also received \$200k.)

Howard added that the team continues to await information on many of the remaining outstanding grants per the end of the state's legislative session in approximately two weeks and more information would be shared at the May Commission meeting.

G. COMMISSIONER REPORTS/COMMENTS

Commissioner Lori Stevens stated that she attended the PNWA Mission to Washington and participated in meetings involving the rail requests.

Commissioner Stevens added that she is assisting the Prosser Chamber on their upcoming Easter event.

Commissioner Roy Keck announced that the PNWA Mission to Washington was a great event.

Commissioner Keck added that he also attended the Tri-Cities Energy Convening 2.0 event in March, which he felt was very informative and also showed dedication from the community and solidifies that the team is on the right track.

Commissioner Keck added that he attended the Gain reception at the Wine Science Center, which brought together all principles of new nuclear. Commissioner Keck stated that he felt these to be incredible events and appreciated the port's involvement, adding that with the support from the city, there will be success.

Commissioner Christy Rasmussen stated that she attended the Gain reception, which was great to see the Idaho National Lab contacts. Commissioner Rasmussen added that these events highlight the power of community and how well we all work together, adding that the port does a great job supporting and informing about these events.

Commissioner Rasmussen noted that while attending industry-related events, the one thing she continues to hear is how forward-thinking and what a force our community and region bring, which is

not a common theme throughout similar communities.

Commissioner Rasmussen stated that the PNWA Mission to Washington was the 89th year the organization has held the event. Commissioner Rasmussen added that the organization is very well-organized and professional and thanked the port for all they have done to further strengthen the relationship with PNWA.

H. DIRECTOR REPORTS/COMMENTS:

1. AIRPORTS

Airport Manager, Quentin Wright announced that the Federal Aviation Administration (FAA) will be visiting Richland Airport this week to test the recently installed Precision Approach Pathway Indicators, (PAPIs), which were one of the last remaining pieces of the Electrical Replacement Project. Wright added that the FAA needs to test the equipment when dark to ensure all equipment is functioning appropriately.

Wright stated that the Young Eagles held an event last Saturday at Richland Airport, which hosted 40 kids and was an overall good events.

Wright added that he has been working with JR Imaging on a common area, pilot lounge modification at 1865 Bronco Lane at Richland Airport.

Wright stated that he will have more for Executive Session related the CARB loan pricing and negotiations for Richland Hangar Association.

Commissioner Rasmussen inquired about how often the Young Eagles met.

Wright answered that the organization is currently not advertising because they continue to look for pilot volunteers.

2. FACILITIES & OPERATIONS:

Director of Facilities & Operations, Ron Branine announced that cleanup continues at the 2579 Stevens Drive outbuildings, transitioning the south Quonset building to the five bay outbuilding north of the main facility, to better store winter equipment.

Branine added that this move will allow Columbia Rail to utilize the Quonset for rail-related equipment and keep it out of the weather.

Branine added that a lot of cleanup has been taking place at 2000 Logston Boulevard, including removal of certain walls and false ceilings.

Branine stated that the facilities team has started starting up all sprinkler systems in Richland, Benton City and Prosser and has fixed numerous water breaks.

Branine announced that 78 work orders have been turned in since the March meeting, but should be seeing an average of 100/month.

Branine noted that total work orders received since September 2021 is 1,145, with 59 current open workers.

Branine stated that the current work order system is capturing only 50% of what the facilities department is currently doing.

Branine added that he will be starting the Facility Manager work order system this month, with the first several months being primarily data collection. Branine added that other duties include: building inspection templates, preventative maintenance schedules, Standard Operating Procedures, Maintenance Operating Procedures, Emergency Operating Procedures for all equipment and assets.

Branine announced that Crow Butte Park has officially opened, noting that there have been a few issues with the new camp hosts, but any issues seem to have leveled out and the park is filling up.

Branine stated that a few water lines were dug up and required repair due to tree roots and breaking the PVC lines. Branine added that he will start reporting the occupancy stats each month, adding that the park is 1.5% down from this time last year, but projected to be 5.5% over occupancy from 2022.

Branine noted that the team continues to work with McKinstry to get the final assessment and tentative plan for the building, as they are still in the gathering information stage.

3. REAL ESTATE:

Director of Real Estate, Teresa Hancock stated that she has been working with various clients interested in buying or leasing land. Hancock added that she fielded eight leads last month, including Benton City and Prosser and has signed a month-to-month lease at the 3100 George Washington Way building (Rebecca Lynn Photography).

4. MARKETING:

Director of Marketing, Wally Williams announced that he is continuing work on the spring newsletter and hopes to get it sent out by mid to late May.

Williams added that Triton tours have started and are keeping him busy. Williams added that he continues to work on updating signs, including Crow Butte, 2345 and rail.

Public Information Officer, Summers Miya provided a quarterly communication plan update via PowerPoint presentation.

Miya highlighted the focus areas: North Horn Rapids, Vintners Village, airports and STEM tourism and the primary activities: Create materials to increase engagement, identify and write stories/profiles/success stories about port district companies/people, expand speaking engagements, leverage social media, explore cross-promotion opportunities with partners, increase USS Triton Sail tours.

Miya highlighted that there were nine inquiries received in 2023 Q1, two speaking engagements and 25 people toured Triton. Miya reminded the Commission that 25 is great, considering Triton tours are closed for the season from November 15 – March 15!

Miya highlighted the materials created in Q1, including the “This is the Place” animation, port brochure update and Crow Butte Park update.

Miya stated that presentations included Clean Energy Day 2023 and the Clean Energy Sector Convening 2.0.

Miya stated that one press release was sent out regarding Clean Energy Day 2023 and two ads were placed featuring Vintners Village, Tri-Cities Visitor Guide and Washington State Visitors Guide.

Miya added that additional things she has been working on include WSU vision meetings related to Clore, Crow Butte reservation system training, events taking place at Clore, as well as assisting during recent prospect site visits.

Miya noted that she recently met with Richland Public Library leadership and discussed partnering on a nuclear energy education event in conjunction with nuclear energy week. Miya added that the library provides community education regularly.

Miya highlighted upcoming events the Port is involved in including the Saturday, May 6 Pepper

Preppers ribbon-cutting event, the Tirridis Half Bottle in the Park event, also on May 6. Miya provided a brief description of a Submarine Veterans Gathering event at Triton on Saturday, June 10 at 11 a.m., noting that she planned to set-up the lobby with the Triton displays, posterboards and artifacts and provide tours of Triton.

5. FINANCE DIRECTOR:

Interim Director of Finance/CPA, Sara Marshall provided an updated financial status report.

Marshall stated that there is \$4.4M in general operating cash with \$1.5M in cash reserve, with \$2.9M available operating cash and \$1.39M in the project fund.

Marshall stated that general fund cash receipts total \$1.048M from 12/2022 – 03/2023.

Marshall added that there were \$550,650 cash disbursements from the general fund in March 2023, with \$107k being payroll related costs. Marshall added that there currently is \$491k in outstanding accounts payable, which include Booth and Sons Construction, Inc. (White Bluffs Archive & Storage Facility Project), Sierra Electric (Richland Airport Electrical Replacement Project), Ecomodus, LLC (LED Lighting Replacement Project).

Marshall noted that accounts receivable include a \$547k grant reimbursement, \$396k from tenants and \$105k misc. Marshall added that the A/R balance is not a clear picture of the current status, due to working through reconciliation between the Intacct system and the Voyager system.

Marshall highlighted the current finance initiatives, with GASB 87 being the current focus. Marshall noted that tasks related to this piece include assessing leases for GASB 87 applicability (lease terms), establish GASB 87 calculation elements, performing testing in test database and running and vetting calculation.

Marshall added that the validation of these processes will ensure all is correct and assist with future efficiencies.

Marshall added that there have been no issues after running billing through the new system for two months.

Marshall stated that focus will also include year-end close, the financial system preparation and audit preparation.

Commissioner Christy Rasmussen complemented the finance team for assisting with the major undertaking of the new systems and appreciates the transparency of having work orders and leases tied to each asset and all improvements made toward transparency and efficiencies.

7. PORT ATTORNEY:

Port Attorney, David Billetdeaux announced that the port will need to have a GASB 87 policy under executive director, Diahann Howard's delegation of authority, which will be an official policy ready to hand off to the auditor.

Billetdeaux provided an update for engineer, Roger Wright, stating that Columbia Rail continues to perform well, but would like to add a small amendment regarding pass-through costs related to WSDOT specifications including bridge inspections and brush removal.

A motion was made by Commissioner Roy Keck, seconded by Commissioner Lori Stevens, and unanimously passed by the Commission approving an amendment to the Columbia Rail contract to clarify pass-through costs to cover 12% of bridge inspection and brush removal.

Billetdeaux provided an update on one comment received from the recent WUTC inspection, where it was noted that all rail signs at signals are one font point too small. Billetdeaux added that there

is also a difference in opinion on lights needed at the Highway 240 rail crossing, but the team is moving ahead with emergency repairs, as it is a public safety issue for rail operators.

Billetdeaux stated that WSDOT has granted approval to select a design consultant on the Highway 240 rail crossing replacement and the team will be moving forward with that.

Billetdeaux added that HDR Engineering is working on bid documents for the 1,200 approved ties and the team anticipates a June install of the new ties.

Billetdeaux stated that there is curbing issue at the White Bluffs facility, which is scheduled to be fixed. Billetdeaux added that the HVAC was installed and contractors are hopeful to have electrical installed in May, which will be in time for the Bob Ferguson memorial event in May.

Billetdeaux rail-related status updates, adding that in the past, legal could not speak with the Class I operators, but now there are no issues with speaking to BNSF and Union Pacific directly and the Port plans to continue to openly communicate with both operators.

Billetdeaux stated that he has been working with Union Pacific regarding an issue with Port tenant, BioGro, who have not had rail because Union Pacific mistakenly deleted from their system. Billetdeaux added that the appropriate parties have been made aware of the issue and a solution is in progress.

Billetdeaux stated that he has participated in recent interviews for the open Director of Finance position, which received over 30 applications. Billetdeaux added that interviews were held in a virtual format and in-person will be offered for final candidates. Billetdeaux added that the Commission should hopefully be meeting the new Director of Finance at the next Commission meeting.

Billetdeaux reminded the Commission that Interim Director of Finance, Sara Marshall will remain as consultant status through the year-end audit, which should be through June.

Billetdeaux announced that Law Day is approaching and he has been requested to present to a few different organizations such as local Rotary clubs in the coming weeks, and also recently presented a Continuing Legal Education course to the Desert Bar, which Department of Energy and government attorneys belong to.

Billetdeaux added he is currently president of the Benton Franklin County Bar Association and of the Columbia Basin College Foundation and is also involved with the Port of Pasco's collaboration team regarding a future ag center. Billetdeaux clarified that he is involved in this because of the Walter Clore Center perspective.

Billetdeaux added that he continues to work on his Professional Port Management (PPM®) certificate, and is awaiting review of his submitted abstract.

8. EXECUTIVE DIRECTOR:

Executive Director, Diahann Howard announced that she continues follow-up work related to the recent PNWA Mission to Washington event. Howard added that the state legislative session ends on April 23 and there are many bills that are being tracked such as: ICAP, tourism, House Bill 1176, workforce, clean energy siting streamlining, site readiness and House Bills 1554 and 1584, which is Rep. Barnard's Nuclear Caucus bill. Howard added that it appears that the leaded aviation gas appears to have died. Howard added that she is in discussion regarding what tours and committees maybe visiting our region and is working on support and planning at this time.

Howard announced that the Port continues all-staff leadership training and held the last training on March 9.

Howard stated that PNNL Industry Days is approaching April 3-7, with a reception the evening of the 5th. Howard added that there are 12 companies involved with community tours taking place, our region's clean energy, VERTical and workforce will be the focus. Howard noted that the Port would be hosting on Thursday, April 6.

Howard updated on the Port of Pasco led future ag center and advised that the Commission would continue to receive further updates related to this item.

Howard announced that she participated in the recent CEQ dams listening session and will follow-up with PNWA on a letter regarding the listening sessions. Howard added that the PNWA draft letter highlights a lot of concern and outlines the issues very well.

Howard added that she participated in an Environmental Justice webinar and ongoing education will be moving forward with this topic.

Howard added that an industrial client prospect was hosted recently.

Howard announced that EMAB has been asked to provide input on a new research and development roadmap specific to Hanford, which outlines a good framework. Howard added that new technology to accelerate clean-up is a good thing as we move forward from clean-up to clean energy.

Howard stated that she is preparing to do a presentation on Dr. Walter Clore while also overviewing state agriculture to a group of young professionals involved in the Institute of Democratic Future. Howard noted that the Port has partnered with the WSU Wine Science Center on the presentation and the Science Center would be hosting the group.

Howard noted that the Clean Energy Supplier Alliance is providing a matchmaking session for industry this coming Thursday, following the Bridging Partners event.

Howard added that she is preparing to attend the upcoming AAPA Leadership Summit, as she has been asked to provide two separate presentations, as well as participate in a leadership luncheon.

Howard noted that she also plans to attend the WPPA Spring Meeting in May, as she is now chair of the WPPA Economic Development Committee. A port wide survey will be sent out to gather information from the association members on how the economic development committee can be helpful.

Howard informed the Commission that the Port has recently met with representatives from American Cruise Lines, who are interested in adding trips to Prosser in their weekly tour agenda. Howard added that the team will work with Prosser Economic Development Association, Historic Downtown Prosser Association, Prosser Chamber, local businesses and the City on this possibility.

Howard added that she will have an additional item related to CARB funding at the Richland Airport and personnel for executive session.

I. EXECUTIVE SESSION: The regular Commission meeting was recessed at 9:45 a.m. and an Executive Session was convened at 10:00 a.m. to discuss real estate and personnel for 20 minutes. It was noted that if any action was required, we will reconvene the regular meeting and bring forward any item at that time.

A motion was made by Commissioner Lori Stevens, seconded by Commissioner Roy Keck, and unanimously passed by the Commission approving the port staff to move forward with negotiations of a property located at Richland Airport.

J. ADJOURNMENT: The meeting was adjourned at 10:19 a.m. with an announcement that the next regularly scheduled Commission meeting would be held on Tuesday, May 16, 2023, at 8:30 a.m. at the Port of Benton Commission meeting room, located at 3250 Port of Benton Blvd., Richland, Washington.

Lori Stevens
Commission Secretary

**Port of Benton, Benton County, Washington
Voucher Certification and Approval
for the Month of April 2023**

General Expenses

Accounts Payable Warrants #:	81331	-	81461	\$	670,470.82
Electronic Payments:				\$	1,838.39
Total General Expenses				\$	<u>672,309.21</u>

Payroll

Direct Deposit:					
ACH				\$	92,581.67
Electronic Payments:					
IRS Payroll Tax Deposit				\$	34,174.26
Other Payroll Related Payments				\$	42,950.76
Total Payroll				\$	<u>169,706.69</u>
Total General Expenses and Payroll				\$	<u><u>842,015.90</u></u>

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

Attest:



Director of Finance/Port Auditor

We, the undersigned Commissioners of the Port of Benton, Benton County, Washington, do hereby certify the following vouchers/warrants have been certified and approved for payment, this the _____ day of _____, 2023.

President

Vice President

Secretary

**Port of Benton, Benton County, Washington
Voucher Certification and Approval
for the Month of April 2023**

General Expenses

Accounts Payable Warrants #: 81331 - 81461 \$ 670,470.82

Electronic Payments: \$ 1,838.39

Total General Expenses \$ 672,309.21

Payroll

Direct Deposit:
ACH \$ 92,581.67

Electronic Payments:
IRS Payroll Tax Deposit \$ 34,174.26
Other Payroll Related Payments \$ 42,950.76

Total Payroll \$ 169,706.69

Total General Expenses and Payroll \$ 842,015.90

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

Attest:  Director of Finance/Port Auditor

We, the undersigned Commissioners of the Port of Benton, Benton County, Washington, do hereby certify the following vouchers/warrants have been certified and approved for payment, this the _____ day of _____, 2023.

President

Vice President

Secretary

**Apr-23
Cash Disbursements
Batch Totals**

670,470.82 Apr-23
\$ 670,470.82

Electronic Payments - Other Payment
\$ 1,838.39 04/26/23
\$ 1,838.39

IRS Payroll Tax Deposit
\$ 2,572.31 04/07/23 INTERNAL REVENUE SERVICE
\$ 15,480.92 04/14/23 INTERNAL REVENUE SERVICE
\$ 16,121.03 04/28/23 INTERNAL REVENUE SERVICE
\$ 34,174.26

749,434.23 Warrants, ACH, FedTax

Payroll Direct Deposit Net Pay
\$ 4,939.16 04/07/23
\$ 42,345.18 04/14/23
\$ 45,297.33 04/28/23
\$ 92,581.67

Other Payroll Related Payments
\$ 3,493.62 04/07/23 DEPT OF RETIREMENT SYSTEMS DCP033123
\$ 55.66 04/11/23 DEPT OF RETIREMENT SYSTEMS PERS2023
\$ 1,889.65 04/14/23 NATIONWIDE RETIREMENT SOLUTION NW04142023
\$ 21,316.00 04/17/23 DEPT OF RETIREMENT SYSTEMS PERS032023
\$ 3,470.76 04/18/23 DEPT OF RETIREMENT SYSTEMS DCP041423
\$ 3,857.43 04/21/23 WASHINGTON STATE EMPLOYMENT SECURITY DEPT Q1-2023SUI
\$ 8,867.64 04/24/23 WASHINGTON STATE DEPT OF LABOR & INDUSTRIES Q1-2023LNI
\$ 42,950.76

842,015.90

Company name: Port of Benton
Report name: Check register
Created on: 5/16/2023

Bank	Date	Payee	Document no.	Amount
BCT MAIN - KeyBank National Association				
	Account no: 6631-6601101			
	4/7/2023	VEN00215--INTERNAL REVENUE SERVICE	Mar-23	2,572.31
	4/3/2023	VEN00006--ABADAN, INC	81331	236.26
	4/3/2023	VEN00044--BENTON PUD	81332	100.30
	4/3/2023	VEN00597--BUSINESS RADIO INC	81333	543.50
	4/3/2023	VEN00075--CASCADE NATURAL GAS CORP	81334	12,584.75
	4/3/2023	VEN00083--CENTURYLINK	81335	107.75
	4/3/2023	VEN00089--CITY OF RICHLAND	81336	3,672.02
	4/3/2023	VEN00096--CNA SURETY DIRECT BILL	81337	1,750.00
	4/3/2023	VEN00105--CONNELL OIL, INC	81338	1,530.47
	4/3/2023	VEN00114--CRYSTAL SPRINGS	81339	1,139.12
	4/3/2023	VEN00136--DIGITAL IMAGE TRI-CITIES, INC.	81340	336.97
	4/3/2023	VEN00162--FARMERS EXCHANGE	81341	666.89
	4/3/2023	VEN00009--GEO WAY ACE HARDWARE	81342	88.83
	4/3/2023	VEN00540--GLACIER SUPPLY GROUP, LLC	81343	36.62
	4/3/2023	VEN00419--GRAINGER	81344	310.01
	4/3/2023	VEN00223--JOHNSTONE SUPPLY	81345	212.04
	4/3/2023	VEN00262--MR. ROOTER PLUMBING	81346	2,039.04
	4/3/2023	VEN00296--PERMIT SURVEYING, INC	81347	1,830.00
	4/3/2023	VEN00614--STRATEGIC GOVERNMENT RESOURC	81348	2,093.95
	4/3/2023	VEN00622--TOTAL ENERGY MANAGEMENT & HV	81349	271.75
	4/3/2023	VEN00399--TRIDEC, INC.	81350	6,249.99
	4/3/2023	10019--Branine, Ronald	81351	599.97
	4/3/2023	10020--Miya, Summers	81352	888.42
	4/3/2023	10013--Williams, Wallace	81353	344.71
	4/6/2023	VEN00002--A-L COMPRESSED GASES, INC	81354	190.06
	4/6/2023	VEN00024--AMERIGAS PROPANE LP	81355	1,048.78
	4/6/2023	VEN00075--CASCADE NATURAL GAS CORP	81356	15,235.77
	4/6/2023	VEN00290--CI-PW, LLC (Paradise Bottled Water)	81357	34.75
	4/6/2023	VEN00089--CITY OF RICHLAND	81358	16.56
	4/6/2023	VEN00077--COLUMBIA BASIN IT	81359	300.00
	4/6/2023	VEN00107--COOK'S ACE HARDWARE	81360	21.28
	4/6/2023	VEN00639--CWW LLC (COLUMBIA RAIL)	81361	15,000.00
	4/6/2023	VEN00175--FRONTIER FENCE, INC.	81362	198.94
	4/6/2023	VEN00009--GEO WAY ACE HARDWARE	81363	260.47
	4/6/2023	VEN00540--GLACIER SUPPLY GROUP, LLC	81364	103.84
	4/6/2023	VEN00419--GRAINGER	81365	42.99
	4/6/2023	VEN00231--KENNEWICK INDUSTRIAL & ELECTR	81366	57.83
	4/6/2023	VEN00585--LENNOX INDUSTRIES INC.	81367	302.18
	4/6/2023	VEN00242--LIBERTY LAWN & SAW	81368	256.53
	4/6/2023	VEN00261--MP CONSTRUCTION, INC.	81369	652.20
	4/6/2023	VEN00305--POCKETINET COMMUNICATIONS, IN	81370	240.00
	4/6/2023	VEN00636--SENSKE LAWN & TREE CARE LLC	81371	34,264.96
	4/6/2023	VEN00526--THE LOCKSHOP	81372	146.07
	4/6/2023	VEN00346--THE SHERWIN-WILLIAMS CO.	81373	353.93
	4/6/2023	VEN00532--VIC'S AUTO PARTS & SUPPLY	81374	297.26
	4/6/2023	VEN00449--ZIPLY FIBER	81375	82.79
	4/6/2023	10015--Billetdeaux, David	81376	860.81
	4/6/2023	10029--Wright, Quentin	81377	86.96
	4/6/2023	10007--Keck, Roy	81378	4,300.78
	4/13/2023	VEN00582--DAVINA ARNOLD	81379	2,418.07
	4/13/2023	VEN00581--TERRY ARNOLD	81380	2,250.00
	4/17/2023	VEN00638--ARC LENS MEDIA	81381	5,542.46
	4/17/2023	VEN00044--BENTON PUD	81382	2,909.59
	4/17/2023	VEN00075--CASCADE NATURAL GAS CORP	81383	1,159.24
	4/17/2023	VEN00071--CITY OF PROSSER	81384	5,757.18

4/28/2023	VEN00637--360 AUTOMOTIVE & REPAIR	81445	78.21
4/28/2023	VEN00006--ABADAN, INC	81446	317.95
4/28/2023	VEN00083--CENTURYLINK	81447	113.20
4/28/2023	VEN00089--CITY OF RICHLAND	81448	3,689.53
4/28/2023	VEN00639--CWW LLC (COLUMBIA RAIL)	81449	30,000.00
4/28/2023	VEN00159--ENVIROTECH SERVICES, INC.	81450	6,000.24
4/28/2023	VEN00009--GEO WAY ACE HARDWARE	81451	91.84
4/28/2023	VEN00643--HARMER STEEL PRODUCTS COMPAN	81452	13,109.22
4/28/2023	VEN00201--HEALTH CARE AUTHORITY	81453	32,406.78
4/28/2023	VEN00214--IRRIGATION SPECIALISTS, INC	81454	149.80
4/28/2023	VEN00223--JOHNSTONE SUPPLY	81455	489.60
4/28/2023	VEN00231--KENNEWICK INDUSTRIAL & ELECTR	81456	749.28
4/28/2023	VEN00542--MCCORMACK CONSULTING, LLC	81457	3,200.00
4/28/2023	VEN00633--NORTH AMERICAN TIE & TIMBER LL	81458	78,928.16
4/28/2023	VEN00449--ZIPLY FIBER	81459	468.13
4/28/2023	10027--Renz, Elizabeth	81460	216.55
4/28/2023	10029--Wright, Quentin	81461	1,301.12
4/14/2023	VEN00215--INTERNAL REVENUE SERVICE	4142023	15,480.92
4/28/2023	VEN00215--INTERNAL REVENUE SERVICE	4282023	16,121.03
4/26/2023	VEN00239--WASHINGTON STATE DEPT OF REVI	B&O03-2023	1,838.39
4/7/2023	VEN00122--DEPT OF RETIREMENT SYSTEMS	DCP033123	3,493.62
4/18/2023	VEN00122--DEPT OF RETIREMENT SYSTEMS	DCP041423	3,470.76
4/14/2023	VEN00268--NATIONWIDE RETIREMENT SOLUTIO	NW04142023	1,889.65
4/17/2023	VEN00122--DEPT OF RETIREMENT SYSTEMS	PERS032023	21,316.00
4/11/2023	VEN00122--DEPT OF RETIREMENT SYSTEMS	PERS2023	55.66
4/24/2023	VEN00444--WASHINGTON STATE DEPT OF LABO	Q1-2023LNI	8,867.64
4/21/2023	VEN00443--WASHINGTON STATE EMPLOYMENT	Q1-2023SUI	3,857.43
4/24/2023	VEN00577--SPROUT PARTNERS NW, LLC	Voided - 080989	-3,615.00
Total for BCT MAIN			749,434.23

**Port of Benton, Benton County, Washington
Voucher Certification and Approval
for the Month of April 2023**

Project Fund

Accounts Payable Warrants #	900063	-	900064	\$	182,915.75
Electronic Payments				\$	-
Total Project Fund Expenses				\$	<u>182,915.75</u>
Total Project Fund Expenses				\$	<u><u>182,915.75</u></u>

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

Attest:



Director of Finance/Port Auditor

We, the undersigned Commissioners of the Port of Benton, Benton County, Washington, do hereby certify the following vouchers/warrants have been certified and approved for payment, this the _____ day of _____, 2023.

President

Vice President

Secretary

Company name: Port of Benton
Report name: Check register
Created on: 5/16/2023

Bank	Date	Payee	Document no.	Amount
BCT PROJECT - KeyBank National Associati	Account no: 6634-6601401			
	4/17/2023	VEN00326--RGW ENTERPRISES P.C. INC	900063	1,820.00
	4/18/2023	VEN00578--BOOTH AND SONS CONSTRUCTION	900064	181,095.75
Total for BCT PROJECT				<u>182,915.75</u>

**Port of Benton, Benton County, Washington
Voucher Certification and Approval
for the Month of April 2023**

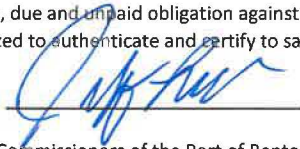
**Apr-23
Cash Disbursements
Batch Totals**

Apr-23

Project Fund						
Accounts Payable Warrants #	900063	-	900064	\$	182,915.75	<u>182,915.75</u>
Electronic Payments				\$	-	<u>ACH - Payment</u>
Total Project Fund Expenses					<u>\$ 182,915.75</u>	<u>\$ -</u>
Total Project Fund Expenses					<u>\$ 182,915.75</u>	

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

Attest:



Director of Finance/Port Auditor

We, the undersigned Commissioners of the Port of Benton, Benton County, Washington, do hereby certify the following vouchers/warrants have been certified and approved for payment, this the _____ day of _____, 2023.

_____	President
_____	Vice President
_____	Secretary

RESOLUTION 23-09
A RESOLUTION OF THE PORT OF BENTON, WASHINGTON
TO CANCEL A WARRANT

WHEREAS, General Expense Fund Warrants No. 80989, in the amount of \$3,615.00 issued to Bohlander, Aascot., warrant has been deemed to be issued with errors.

WHEREAS, said warrants is hereby considered to be canceled, and the Port Commission wishes to remove this warrant from the active accounting records.

NOW THEREFORE, the Port Commission hereby resolves to cancel Warrants No. 080989.

DATED AND SIGNED at Richland, Washington on this 24th day of May, 2023.

Christy Rasmussen, President

Roy D. Keck, Vice President

Lori Stevens, Secretary

RESOLUTION 23-11
A RESOLUTION OF THE PORT COMMISSION OF THE PORT OF BENTON,
WASHINGTON,
APPOINTING JEFF LUBECK AS THE PORT AUDITOR

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

WHEREAS, RCW 53.36.010 provides that district funds shall be paid by the Treasurer, and disbursed upon warrants by a Port Auditor appointed by the Port Commission, upon vouchers approved by the Commission; and

WHEREAS, the Port Commission has previously determined, and continues to believe, it would be in the best interest of the Port to appoint the Finance Director position as the Port Auditor; and

WHEREAS, RCW 42.24.180 requires that a port district auditor appointed by the Port Commission provide an official bond for the faithful discharge of his or her duties in an amount determined by the legislative body but not less than fifty thousand dollars.

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

1. The Finance Director of the Port of Benton, Jeff Lubeck, is hereby appointed as Port Auditor to act with the same powers and under the same restrictions as provided by law on behalf of a port district.
2. The Port staff is directed by RCW 42.24.180 to forthwith acquire a surety bond securing the full faithful performance of the duties of the Port Auditor in the amount of \$50,000.
3. That the Port Auditor shall perform his/her duties pursuant to statute and pursuant to resolutions of the Port Commission now in effect or hereafter adopted and shall continue in office unless removed by the Port of Benton Board of Commissioners.

DATED AND SIGNED at Richland, Washington on this _____ day of May, 2023. _____

Christy L. Rasmussen, President

Roy D. Keck, Vice President

Lori Stevens, Secretary

RESOLUTION 23-12

A RESOLUTION OF THE PORT COMMISSION OF THE PORT OF BENTON, WASHINGTON, AMENDING SIGNERS FOR BANNER BANK

WHEREAS, the Port of Benton is a municipal corporation, organized and existing under the laws of the State of Washington, RCW 53.04.01 O; and

WHEREAS, the Port Commission has previously determined it would be in the best interest of the Port to appoint the Finance Director Jeff Lubeck as the Port Auditor; and

WHEREAS, the Port Commission previously appointed former Port Auditor Danielle Connor as a signer for the Port's Banner Bank accounts; and,

WHEREAS, the current Port Auditor needs signer access to the Port's Banner Bank account to properly manage and conduct Port finances,

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

1. Danielle Connor shall be removed as a signer on the Port's Banner Bank accounts.
2. Jeff Lubeck shall be added to the Port's Banner Bank accounts, to join current signers David Billetdeaux and Diahann Howard.

DATED AND SIGNED at Richland, Washington on this _____ day of May, 2023. _____

Christy L. Rasmussen, President

Roy D. Keck, Vice President

Lori Stevens, Secretary

RESOLUTION 23-14
A RESOLUTION OF THE PORT OF BENTON,
AUTHORIZING A GROUND LEASE (5+ YEARS)
TECHNOLOGY BUSINESS CAMPUS

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

WHEREAS, the Port of Benton sold approximately 7.1 acres of land to Watts Development LLC, under Auditor File No. 2005-033207 for construction of a 3-story office building located at 3240 Richardson Road, Richland, Washington (the "Property") in the Port's Technology & Business Campus; and

WHEREAS, conveyance of property was subject to RCW 53.25.160 and 53.25.170 concerning uses, and the Grantee's Development Plan, including but not limited to, the development and maintenance of a portion of Port Property designated as Open Space, for a park with landscaping walkways, as approved by the Port (**Exhibit 1**); and

WHEREAS, the Port of Benton, as Lessor, entered into a written ground lease dated May 11, 2005 with Watts Development LLC, as Amended July 28, 2008 (20' setback from east property line and Development Open Space area 1.09ac), and by Amendment No. 2 dated February 25, 2009 (adding 0.85 acres to park area and transferring ongoing maintenance to POB), and

WHEREAS, the Port of Benton consented to the Assignment of Lease from Watts Development LLC (Lessee) to Three Rivers Real Estate Company LLC (Assignee), pursuant to terms of the ground lease dated April 1, 2010; and

WHEREAS, Port staff, commissioners and Port legal counsel reviewed all documents and approved to form; and

WHEREAS, Three Rivers Real Estate Company LLC (Assignee) has negotiated a Purchase and Sale of Real Property to Kambash LLC, Justin Myre and Aliya Alisheva by end of May, 2023 (**Attachment 2**).

WHEREAS, a new Ground Lease has been negotiated with the Purchaser(s), effective June 1, 2023, for a 20-year term with renewal based upon mutual acceptance, on-going landscape maintenance of park as outlined on **Exhibit 3 (Yellow)**, at cost of base irrigation fee per acre consistent with similar land leases in the Technology & Business Campus.

WHEREAS, after consideration of the attached Ground Lease, the Port Commission has determined that the lease is proper.

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Port of Benton approve a 20-year Ground Lease, with renewal conditioned as presented and authorize the Port's Executive Director to execute all documents and agreements on behalf of the Port to complete the transaction as specified above.

ADOPTED BY THE PORT OF BENTON COMMISSION this 24th day of May, 2023.

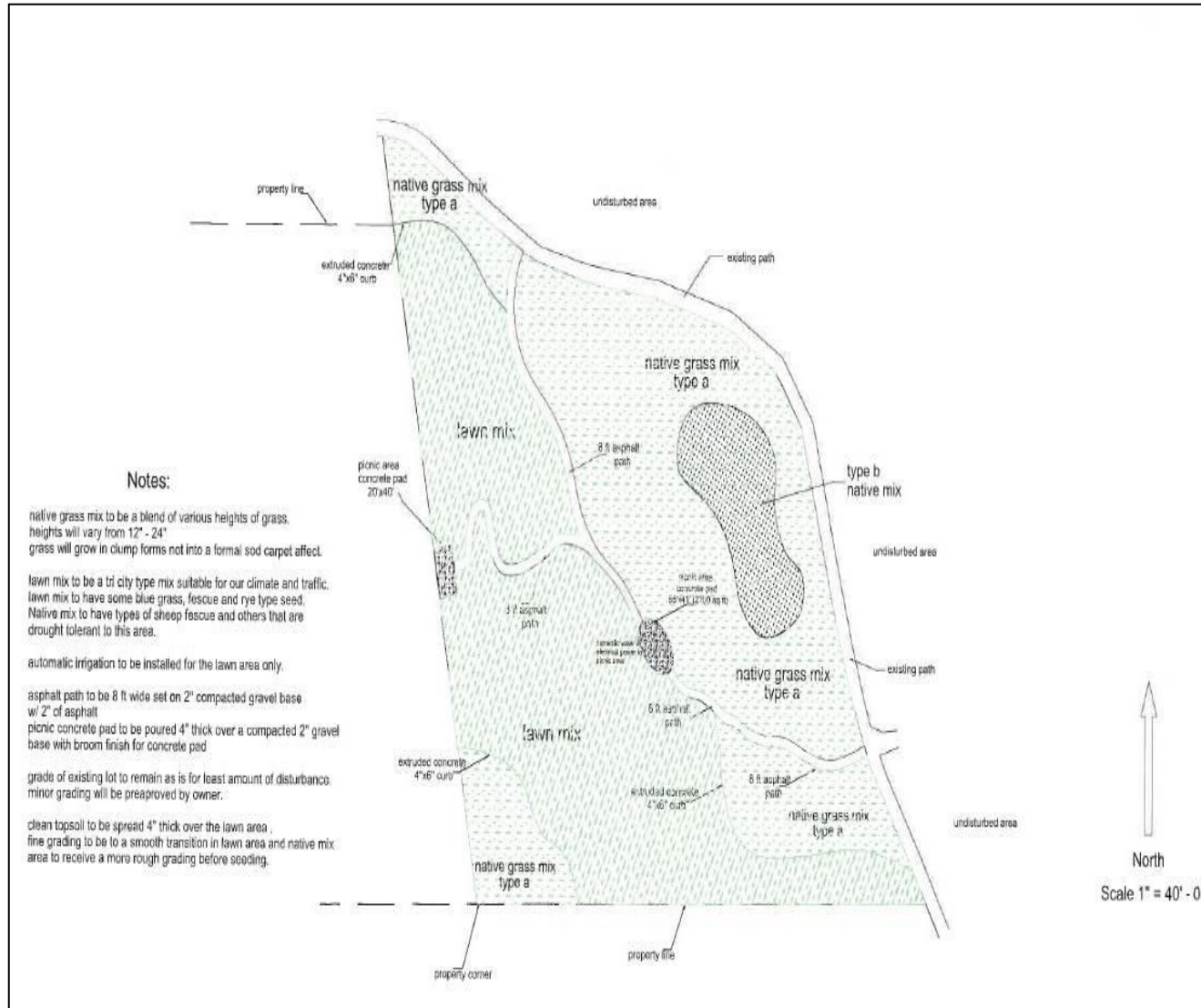
Christy L. Rasmussen, President

Roy D. Keck, Vice President

Lori Stevens, Secretary

EXHIBIT 1 TO RESOLUTION 23-14

3 Rivers Office Facility Landscape Park – 1.94 acres
Port of Benton – Three Rivers Real Estate Company LLC



**EXHIBIT 2
TO RESOLUTION 23-14**

3 Rivers Office Facility Landscape Park – 1.09 acres
Port of Benton – Kambash LLC

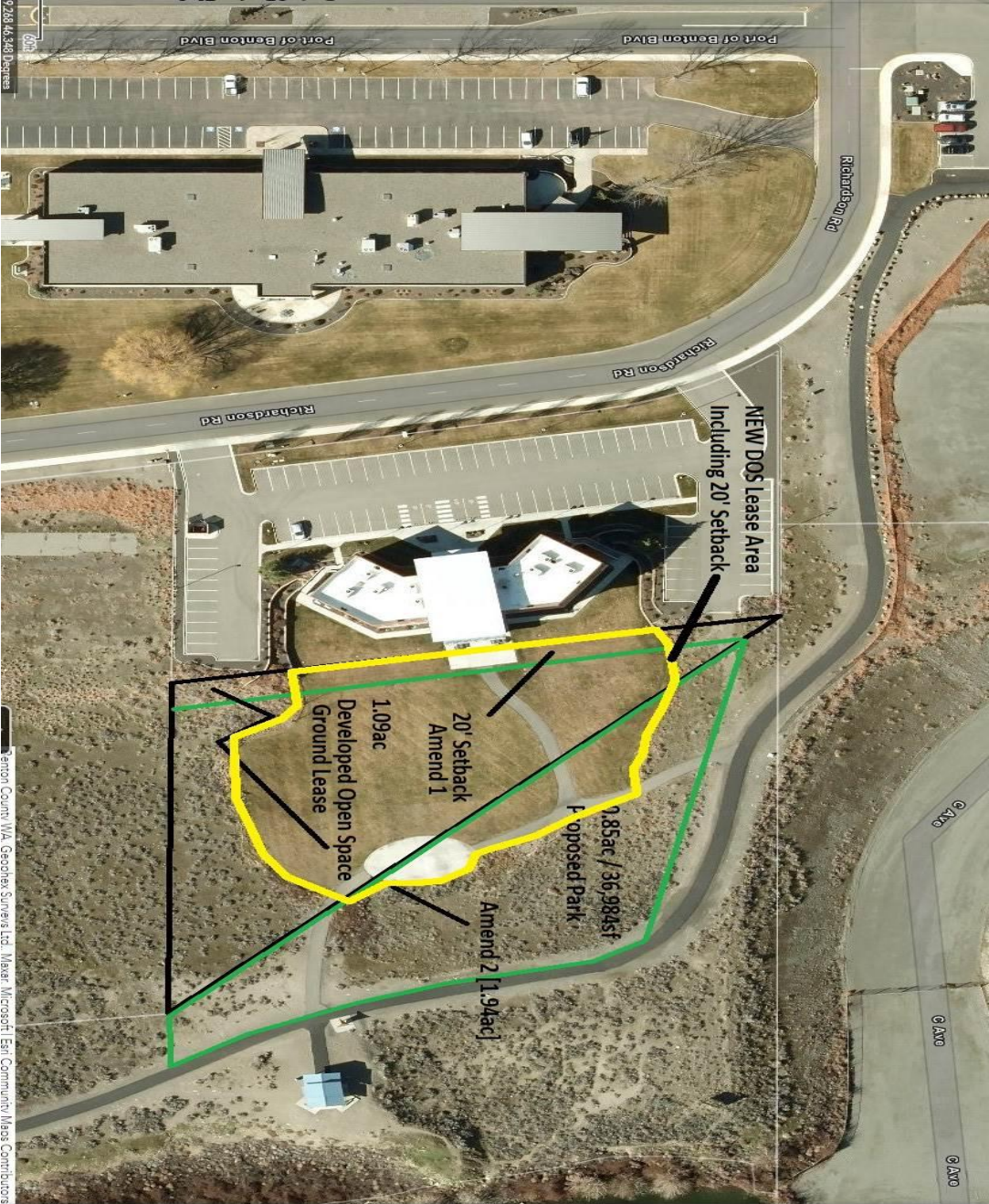


EXHIBIT 3
TO RESOLUTION 23-14

Ground Lease
Port of Benton – Kambash LLC

GROUND LEASE

Port of Benton – Kambash LLC

PARTIES:

LESSOR: PORT OF BENTON, a municipal corporation of the State of Washington, hereafter "Port".

LESSEE: KAMBASH LLC., a Washington limited liability company, hereafter "LESSEE".

AGREEMENTS:

1. LEASE. Port hereby leases to Lessee upon the terms, covenants and conditions contained herein, the real property at the Richland Technology and Business Campus (hereafter the "Property"). The Property is more particularly described on Attachment 1 to this Lease.

The Property consists of 1.09 (+/-) acres of real property situated in the Port of Benton's "Technology and Business Campus", as described in its Comprehensive Plan of Harbor Improvements.

A portion of Tax Parcel No.: 1-1408-400-0002-010 / Prop. ID: 305866

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

2. PURPOSE. Lessee intends to use the Property as a "park buffer" between the commercial property and Open Space waterfront and for no other uses incidental thereto or other purposes without the prior written consent of the Port. Lessee has acquired ownership of real property northwest of the Open Space parcel, commonly referred to as "3240 Richardson Road, Richland WA 99354".

3. TERM. This lease shall run for a period of twenty years (20) commencing on the 1st day of June, 2023. The lease shall terminate twenty years (20) thereafter on May 31, 2043.

3.1 Lessee may provide Port direct written request to renew the ground lease, 120 days prior to the initial term expiration, under terms mutually agreed by both Parties, for said renewal or extension. s. Lessee may only exercise an option to renew consecutively and the failure to renew for any of the renewal terms shall cause the lease to terminate as provided in Section 3.4.

3.2 Lessee may only exercise the right to extend the term of this Lease if the Lessee is not in material default in the performance of the terms of this Lease at the time the Lessee requests to exercise renewal terms at the time an option is deemed to be exercised under this section.

3.4 In the event the Lessee elects not to exercise the Lease by contiguous extensions as provided in this Section, then this Lease shall terminate and the Lessee shall have no further rights to under the terms of the Lease.

4. RENT. Lessee shall pay rent in advance on the first day of each year during the term of this lease in the following amounts:

4.1 While the Property is developed and maintained as open spaces and while the Lessee maintains the property for the benefit of the occupants of the Technology and Business Campus, the Lessee shall not be required to pay a land lease but be required to pay an annual irrigation fee, \$250.00 per irrigated acre, for use of the Property. This amount is estimated to be \$272.50 per year.

4.2 In the future, if the Property can be used for any other purpose and the Lessee, after having obtained the written permission of the Port, elects to use the Property for another purpose, the Lessee shall pay rent for the property equal to ten percent of fee simple fair market value for the land, plus applicable leasehold excise tax (12.84%), including assessments or utility fees associated with said property.

4.3 Rent payments shall be made payable to the Port of Benton and shall be paid on the first day of each month at the Port offices at 3250 Port of Benton Blvd. Richland, Washington, or at such other address as the Port shall direct in writing.

4.4 The Lessee shall pay any Leasehold Excise Tax as required by the Revised Code of Washington Chapter 82.29A, as the statute may be hereafter amended. The Leasehold Tax shall be paid with each monthly installment of rent. The current leasehold tax rate is 12.84%.

4.5 The utility fee for the demised premises shall be reviewed annually for fluctuations to irrigation assessments. If no fluctuation increases, the ground rent will be adjusted at minimum, every five years, by Consumer Price Index (CPI-U) the same percentage as the percentage increase in the Consumer Price Index-United States-All items (CPI) using the month of March. The Port will calculate the percentage of change in the CPI from the commencement of the rent payments until the date the rent adjustment becomes effective. The same percentage shall then be applied to the rent to determine the amount of rent which will be paid during the ensuing five years of the lease. Provided that the rent shall not be reduced below the rent provided for the initial five years of the lease term. In the event the Consumer Price Index is discontinued, the Port may select another statistical base which indexes the changes in the cost of living and substitute this index for the CPI in calculating the change in the rent.

4.6 Any rent payment not paid within ten days of the date upon which the Lessee receives notice that a payment is past due shall accrue interest on the unpaid rent at the rate of one percent of the late payment for each month or portion of month by which the payment is delayed.

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

6. SECURITY. Subject to the approval by the Port Commission, the Port will waive the rent bond required by RCW 53.08.085.

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

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

8. USE. The Lessee shall use the Property for the installation and maintenance of open space landscaping and as a buffer zone in accordance with the plans and specifications approved by the Port and for uses incidental thereto and for no other purposes without the prior written consent of the Port as referenced in Section 2.

8.1 The leasehold property has been designated as Developed Open Space by the City of Richland. Landscaping has been installed by Seller as depicted on Exhibit A hereto (Open Space Development Exhibit), as a buffer between the Port riverfront property and the Lessee's property for use by the public and the occupants of Lessee's property. Lessee agrees to comply with the City of Richland ordinances related to the use and development of the property. The current development plan was approved by the Port and City of Richland. Development modifications require prior written approval by Port of Benton ninety (90) days in advance of construction or changes.

8.2 The Port acquired title to the Technology and Business Campus by conveyances from the United States of America. The Lessee covenants that it will not use the Property in any manner which would subject the Property to forfeiture under the provisions of the above-described deeds.

8.3 Lessee specifically assumes all risks related to the termination of the Lease and releases the Port from any claims of liability related to the loss of the use of this Property or the termination of this Lease. The lessee shall indemnify against and ahold the Port harmless from any and all claims, liability, damages, or costs (including attorney fees) which may arise as a result of the termination of this Lease or the Lessee's loss of the right to use the Property for any purpose.

9. MAINTENANCE OF PROPERTY. Throughout the term of this Lease, Lessee, at its sole cost and expense, shall maintain the Property and all improvements then existing thereon in good condition and repair, subject to reasonable wear and tear, and in accordance with all applicable covenants, laws, rules, ordinances and regulations of governmental agencies.

10. CONDITIONS OF CONSTRUCTION. Before any construction, reconstruction or alteration of the improvements on the Property and before any building materials have been

delivered to the Property in connection with such construction, reconstruction or alteration by Lessee or under Lessee's authority, Lessee shall comply with all the following conditions:

10.1 Lessee shall deliver to Port for its approval one set of preliminary construction plans and specifications prepared as required by the City of Richland for an application for a building permit, including, but not limited to, preliminary grading utility connections, locations of ingress and egress to and from public thoroughfares, curbs, gutters, parkways, street lighting, designs and locations for outdoor signs, storage areas and landscaping, all sufficient to enable Port to make an informed judgment about the design and quality of construction. All improvements shall be constructed within the exterior property lines of the Property provided that required work beyond the Property on utilities, access and conditional use requirements will not violate this provision. Lessee shall permit Port to use the plans without payment for purposes relevant to and consistent with this Lease.

10.2 The Port shall examine the plans and specifications for the purpose of determining reasonable compliance with the terms and conditions of this Lease and compatibility with the overall design and use of the Technology and Business Campus. Approval or disapproval shall be communicated to the Lessee within thirty (30) days from the receipt of the Lessee's plans and disapproval shall be accompanied by specification in reasonable detail of the grounds for disapproval.

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

10.4 Lessee shall notify Port of its intention to commence the initial construction at least fourteen days before commencement of any such work or delivery of any materials. The notice shall specify the approximate location and nature of the intended improvements. During the course of construction, Port shall have the right to post and maintain on the Property any notices of non-responsibility provided for under the applicable law and to inspect the Property at all reasonable times.

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

10.6 Lessee shall pay the cost and expense of all Lessee's improvements constructed on the Property. Lessee shall not permit any mechanic's or construction liens to attach to the Property. Lessee shall not permit any mechanics', materialmen's, contractors' or subcontractors' lien arising from any work of improvement performed by or for the Lessee to be enforced against the Property, however it may arise. Lessee may withhold payment of any claim in connection with a good faith dispute over the obligation to pay, so long as Port's Property interests are not jeopardized. Lessee shall defend and indemnify Port against all liability and loss of any type arising out of the construction of improvements on the Property by Lessee. Unless caused by the Port, its agents, contractors and invitees, Lessee shall reimburse Port for all sums paid according to this paragraph, together with the Port's reasonable attorneys' fees and costs plus interest on those sums at the legal rate.

10.7 On completion of the construction of any improvements, additions or alterations covered by this Section 9, Lessee shall give Port notice of all structural or material changes in plans or specifications made during the course of the work and shall at that time supply

Port with drawings accurately reflecting all such changes. Changes which are non-structural or which do not substantially alter the plans and specifications as previously approved by the Port do not constitute a material change.

11. OWNERSHIP OF IMPROVEMENTS. All improvements constructed on the Property by Lessee as permitted by this Lease shall be owned by Lessee until termination of this Lease. Upon termination of this Lease, all improvements to the Property shall revert to the Port. Provided, however, in the event the Lessee has failed to maintain the Property as required by this Lease or the Property is contaminated by toxic or hazardous materials as the result of the actions of the Lessee or its successors such that in any event the value of the improvements is less than the cost of removal, remediation or renovation to bring the Property into compliance, then the Port may require the Lessee to remove, remediate or renovate any improvements installed by the Lessee. Lessee shall repair at Lessee's expense any damage to the Property resulting from such removal.

12. ASSIGNMENT AND SUBLETTING. Lessee shall neither assign nor transfer its interest in this Lease, in whole or in part, to any person or entity, without Port's prior written consent. In the event of an assignment or transfer of this Lease, the Lessee shall continue to be liable for the performance of the terms and conditions of the Lease. The Port may withhold or condition its consent to any proposed assignment or sublease for any reason the Port deems appropriate.

13. PUBLIC LIABILITY INSURANCE. Throughout the term at Lessee's sole cost and expense, Lessee shall keep or cause to be kept in force for the mutual benefit of Port and Lessee comprehensive broad form general public liability insurance (including a contractual liability endorsement) against claims and liability for personal injury, death or property damage arising from the use, occupancy, misuse or condition of the Property and improvements with limits of coverage in an amount and with deductibles in such amounts as may be reasonably acceptable to the Port. During the initial three years of the Lease term the insurance policy limit shall be \$1,000,000.00.

13.1 PROOF OF COMPLIANCE. The Lessee shall name the Port as an additional insured on the public liability insurance policy required to be maintained by the terms of this Lease. Port may require Lessee to deliver to Port in the manner required for notices a copy or certificate of all insurance policies required by this Lease. Lessee shall include a provision in each of its insurance policies requiring the insurance carrier to give Port at least thirty (30) days prior written notice before such policy terminates. Lessee shall not substantially modify any of the insurance policies required by this Lease without giving at least thirty (30) days prior written notice to Port.

14. DEFAULT.

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

14.1.1 The failure or refusal to pay when due any installment of rent or other sum required by this Lease to be paid by Lessee or the failure to perform as required or conditioned by any other covenant or condition of this Lease.

14.1.2 The appointment of a receiver to take possession of the Property or improvements or of Lessee's interest in the leasehold estate or of Lessee's operations on the

Property for any reason unless such appointment is dismissed, vacated or otherwise permanently stayed or terminated within sixty (60) days after the appointment.

14.1.3 An assignment by Lessee for the benefit of creditors or the filing of a voluntary or involuntary petition by or against Lessee under any law for the purpose of adjudicating Lessee a bankrupt; or for extending time for payment, adjustment or satisfaction of Lessee's liability; or for reorganization, dissolution or arrangement on account of or to prevent bankruptcy or insolvency, unless the assignment or proceeding and all consequent orders, adjudications, custodies and supervision are dismissed, vacated or otherwise permanently stayed or terminated within sixty (60) days after the assignment, filing or other initial event.

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

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

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

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

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

15.2 Port may elect to terminate this Lease and any and all interest and claim of Lessee by virtue of such lease, whether such interest or claim is existing or prospective, and to terminate all interest of Lessee in the Property and any improvements or fixtures thereon (except trade fixtures). In the event this Lease is terminated, all obligations and indebtedness of Lessee to Port arising out of this Lease prior to the date of termination shall survive such termination. In the event of termination by Port, Port shall be entitled to recover immediately as damages the total of the following amounts:

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

15.2.2 The loss of rental on the Property accruing until the date when a new Lessee has been or with the exercise of reasonable diligence could have been obtained.

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

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

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

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

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

16. WAIVER. No waiver of any default shall constitute a waiver of any other breach or default, whether of the same or any other covenant or condition. No waiver, benefit, privilege or service voluntarily given or performed by either party shall give the other any contractual right by custom, estoppel or otherwise. The subsequent acceptance of rent pursuant to this Lease shall not constitute a waiver of any preceding default by Lessee other than default on the payment of that particular rental payment, regardless of Port's knowledge of the preceding breach at the time of accepting rent. Acceptance of rent or other payment after termination shall not constitute a reinstatement, extension or renewal of this Lease or revocation of any notice or other act by Port.

17. ATTORNEYS' FEES. If either party brings any action or proceeding to enforce, protect or establish any right or remedy under this Lease, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs from the non-prevailing party. Arbitration is an action or proceeding for the purpose of this provision. The "prevailing party" means the party determined by the court or the arbitrator to most nearly have prevailed.

18. ACCESS BY PORT. Port or Port's representatives and agents shall have access to the Property at reasonable times and upon reasonable notice for the purpose of inspecting the Property, provided that Port shall exercise all reasonable efforts not to unreasonably disturb the use and occupancy of the Property by Lessee.

19. RECORDING OF LEASE. Neither party to this Lease may record the Lease. In lieu of recording the entire Lease, either party may record a memorandum of lease setting forth the legal description of the property, the parties and the term of the Lease, together with any additional information which the party deems to be relevant, and, as long as the information in the memorandum is accurate, the other party agrees to sign the memorandum of lease.

20. HOLDING OVER. In the event Lessee shall hold over after the expiration or termination of this Lease, such holding over shall be deemed to create a tenancy from month-to-month on the same terms and conditions of this Lease, except that the rental rate shall be adjusted as provided in Section 3 and the rent shall be prorated over a 365-day year and paid by Lessee each month in advance. The tenancy may be terminated by either party giving the other party thirty days written notice of the intent to terminate.

21. SECURITY FOR LESSEE'S OBLIGATIONS. In order to secure the prompt, full and complete performance of all of Lessee's obligations under this Lease, including, but not limited to, Lessee's obligations to protect and indemnify Port from any liability subject to the lien, if any, of the holder of the first mortgage against the property, Lessee hereby grants to Port a security interest in and assigns to Port all of Lessee's right, title and interest in and to all rents and profits from the Property and improvements thereon as collateral to secure all of Lessee's obligations under this Lease. In the event Lessee defaults in any of its obligations hereunder, Port shall have the right at any time after the period for cure provided in paragraph 15.3, without notice or demand, to collect all rents and profits directly and apply all sums so collected to satisfy Lessee's obligations hereunder, including payment to Port of any sums due from Lessee. The security interest granted in this Section 23 shall be subordinate to any security interest or leasehold mortgage granted to a leasehold mortgagee for security purposes. Such remedy shall be in addition to all other remedies under this Lease.

22. HAZARDOUS MATERIALS. Lessee shall not take or store upon the Property any hazardous or toxic materials, as defined by the law of the State of Washington, CERCLA or by federal law, except in strict compliance with all applicable rules, regulations, ordinances and statutes. Lessee shall comply with the Port's Hazardous Materials Communications Policy but shall not be subject to the notice requirements thereof in connection with the installation, use, operation or removal of usual office equipment including, without limitation, computers and photocopiers or usual or customary amounts of cleaning materials.

22.1 Lessee shall not permit any contamination of the Property. The Lessee shall immediately remove any contaminants or pollutants and shall promptly restore the Property, subject to any condition existing prior to the commencement of this Lease, which shall be the responsibility of the Port.

22.2 Lessee shall defend Port and hold it harmless from any cost, expense, claim or litigation arising from hazardous or toxic materials on the Property or resulting from the contamination of the Property caused by the acts or omissions of the Lessee, its sublessee's, employees, agents, invitees or licensees during the term of this Lease. The Lessee is not liable for hazardous materials or contamination present on the Property prior to the Lessee's occupancy pursuant to Section 2 or contamination or hazardous materials which migrated from adjacent

property or which occurred after the termination of this Lease, if not the result of the Lessee's actions or omissions subsequent to the termination.

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

23. GENERAL CONDITIONS.

23.1 NOTICES. Any notices required or permitted to be given under the terms of this Lease or by law shall be in writing and may be given by personal delivery or by registered or certified mail, return receipt requested, or by overnight courier directed to the parties at the following addresses or such other address as any party may designate in writing prior to the time of the giving of such notice or in any other manner authorized by law:

Port: Port of Benton
3250 Port of Benton Blvd.
Richland, Washington 99354

Lessee: Kambash LLC
c/o Justin Myre / Aliya Aisheva, husband and wife
5604 W. 18th Avenue
Kennewick, WA 99336
Tel: (509) 440-2501
Email: justin.myre@gmail.com

Notices: Stricker PM LLC
8486 West Gage Blvd. Suite D
Kennewick, WA 99336
Tel: (509)
Email: pm@strickercrc.com

Any notice given shall be effective when actually received or, if given by certified or registered mail, upon the recipient's receipt of a notice from the U. S. Postal Service that the mailed notice is available for pick up.

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

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

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

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

23.6 NO UNREASONABLE WITHHOLDING OR DELAY OF CONSENT. Whenever this Lease requires the consent of either party to an action by the other, the party whose consent is requested shall not unreasonably withhold or delay its consent.

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

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

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

DATED this ____ day of May, 2023.

PORT OF BENTON

By: _____
DIAHANN HOWARD,
Executive Director

LESSEE:

KAMBASH LLC

By: _____
JUSTIN MYRE
Governor

By: _____
ALIYA MYRE
Governor

NOTARY ACKNOWLEDGEMENT(s)

STATE OF WASHINGTON)
)ss.
County of Benton)

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

GIVEN UNDER my hand and official seal this ____ day of May, 2023

NOTARY PUBLIC in and for the State of
Washington, residing at _____
My commission expires: _____

STATE OF WASHINGTON)
)ss.
County of Benton)

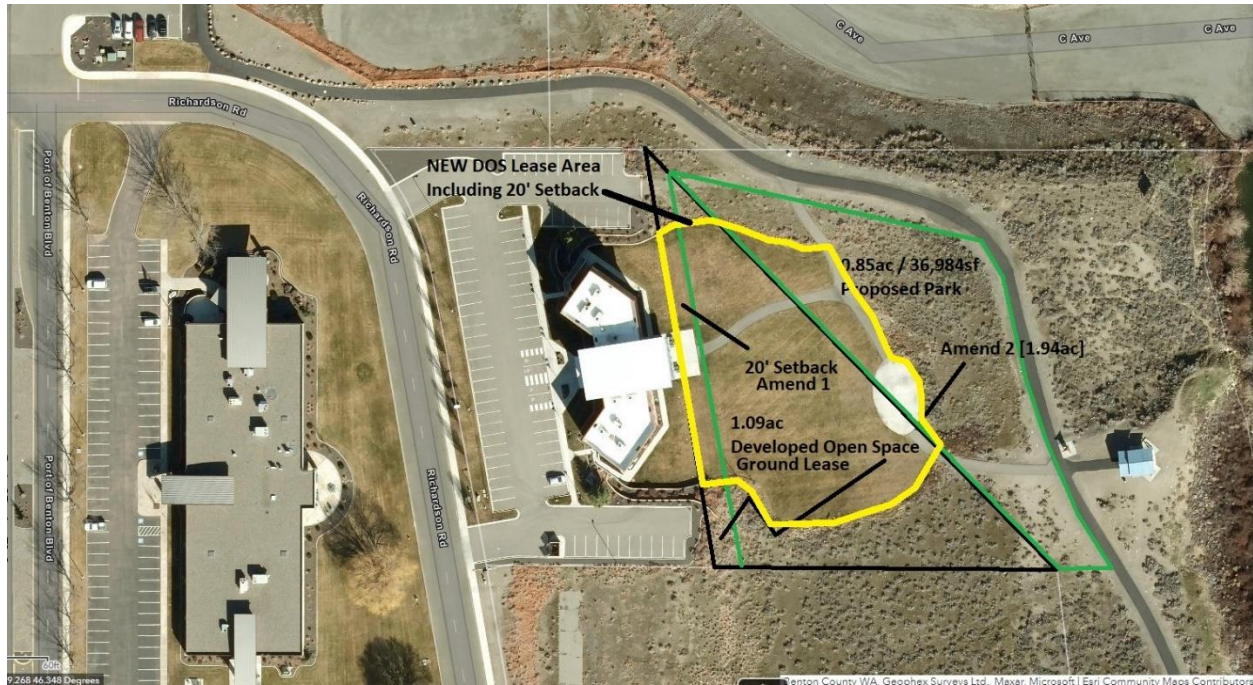
On this day before me personally appeared JUSTIN MYRE and ALIYA ALISHEVA, to me known to be the GOVERNORS of the limited liability company, and husband wife, which executed this instrument and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned and on oath stated that he was authorized to execute said instrument and that the seal affixed thereto is the corporate seal of said corporation.

GIVEN UNDER my hand and official seal this ____ day of May, 2023.

NOTARY PUBLIC in and for the State of
Washington, residing at _____
My commission expires: _____

EXHIBIT A
Open Space Development Area
Landscape

INSERT NEW EXHIBIT
YELLOW – NEW LEASE AREA



RESOLUTION 23-15
**A RESOLUTION AUTHORIZING THE PORT OF BENTON TO APPLY FOR A
WASHINGTON STATE DEPARTMENT OF TRANSPORTATION (WSDOT) AVIATION
DIVISION, AIRPORT AID GRANT TO FUND DESIGN SERVICES RELATED TO THE
PAVEMENT REHABILITATION PROJECT AT RICHLAND AIRPORT**

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

WHEREAS, the Port is receiving a grant from the Federal Aviation Administration (FAA) to fund the design of a project to rehabilitate asphalt pavement on the runway, taxiways, taxilanes, and aprons at Richland Airport; and

WHEREAS the grant from the FAA will fund 90% percent of the estimated \$197,530.70 for the Richland Airport Pavement Rehabilitation Design Project; and

WHEREAS, the WSDOT Aviation Division has Airport Aid grants available that can be used as a 5% match for the design project; and

WHEREAS, the Port of Benton's 2023-2024 budget, as approved by the Port Commission, includes matching funds for the design project; and

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

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

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

DATED AND SIGNED at Richland, Washington on this _____ day of May, 2023.

Christy L. Rasmussen, President

Roy D. Keck, Vice President

Lori Stevens, Secretary

RESOLUTION 23-16
A RESOLUTION AUTHORIZING THE PORT OF BENTON TO APPLY FOR A
WASHINGTON STATE DEPARTMENT OF TRANSPORTATION (WSDOT) AVIATION
DIVISION, AIRPORT AID GRANT TO FUND DESIGN SERVICES RELATED TO THE
PAVEMENT REHABILITATION AND ELECTRICAL REPLACEMENT PROJECT AT
PROSSER AIRPORT

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

WHEREAS, the Port is receiving a grant from the Federal Aviation Administration (FAA) to fund the design of a project to rehabilitate asphalt pavement on the runway, taxiways, taxilanes, and aprons at Prosser Airport and replace the existing runway lighting, signage, PAPIs, REILs, and windcone; and

WHEREAS the grant from the FAA will fund 90% percent of the estimated \$273,120.06 for the Prosser Airport Pavement Rehabilitation and Electrical Replacement Design Project; and

WHEREAS, the WSDOT Aviation Division has Airport Aid grants available that can be used as a 5% match for the design project; and

WHEREAS, the Port of Benton's 2023 budget, as approved by the Port Commission, includes matching funds for the design project; and

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

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

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

DATED AND SIGNED at Richland, Washington on this _____ day of May, 2023.

Christy L. Rasmussen, President

Roy D. Keck, Vice President

Lori Stevens, Secretary

**PORT OF BENTON
PROJECTS AND GRANTS STATUS**

May 2023

	Project	Description	Grants Pursued/Received	Comments
1	Richland Innovation Center Rural County Capital Funds	Infrastructure improvements across already developed lots and the widening of Fermi Avenue	Benton County RCCF \$1,100,000	Working on re-scoping the project to bring it into budget. Likely to install street lights late summer 2023.
2	Richland Airport - Airfield Signage and Lights (PH1)	Replace Airfield Signs, Replace runway lights on RW 8/26 & 1/19 MIRL - CONSTRUCTION	FAA - \$3,200,000 No Match Required	Project complete except for delivery of Emergency Generator
3	Innovation Cluster Accelerator Program Application	Washington Dept of Commerce, next evolution of POB, IPZ. Goal to support creation of clean energy industry lead alliance.	State - \$400,000	Annual Report Submitted, grant ends Oct 2023. Technical support RFP currently posted
4	Infrastructure Investment and Jobs Act - Grant Funds (Now Bipartisan Infrastructure Law BIL funds) - Richland Airport	Direct grants for the improvement of public use airports. Awarded project is Taxilane and apron construction	Richland Airport \$1,995,000	FAA approved for construction 2024-2026. Working on design effort now with Century West. Scope approval and Grant application process to start soon.
5	Community Aviation Revitalization Board (CARB)	WSDOT funding to allow the Port of Benton to acquire existing hangars that are near the end of their long term leases and are located within the area in the Richland Airport Master Plan shown for removal.	WSDOT \$750,000-\$1.2M CARB Low interest 20 year loan with initial payment is due in 2026. Interest rate is 2% with a 10% cost overrun allowance.	Working with hangar and building owners. Negotiations have concluded with hanger owners. Offer accepted by building owner will proceed to CARB.

PORT OF BENTON
PROJECTS AND GRANTS STATUS

May 2023

	Project	Description	Grants Pursued/Received	Comments
6	National Highway Freight Program (WSDOT portion)	SR 240 rail signal and crossing reconstruction. City will be installing a bike/ped path on north side of crossing. WSDOT is planning on widening SR 240 from bypass highway to Hagen	WSDOT \$865,000 POB \$135,000	Currently soliciting design consultants for bidding project in September 2023. Construction to be completed in 2nd Qtr 2024.
7	Railroad Improvements - FRAP grant	Provide grant funding of railroad crossings - Airport Way, Saint St, and Kingsgate Way signal cabinet.	FRAP - \$1,000,000 POB \$250,000	Approved.
8	Consolidated Rail Infrastructure & Safety Improvement (CRISI)	"White Bluffs Rail" remaining crossings, ties, panels and rail	\$8M project 80%Fed/20%POB Match	Application Submitted
9	Rebuilding American Infrastructure with Sustainability and Equity (RAISE)	Provide grant funding of railroad crossings, ties and rail	\$8M project 80%Fed/20%POB Match that is included within CRISI	Application Submitted, this is not in addition to CRISI
10	White Bluffs Center, Phase II	White Bluffs Center Phase II	Congressional request submitted \$10M	Congressional Grant Request submitted for 2024. Not selected this year.
11	Washington State Department of Commerce- Evergreen Manufacturing Growth Grant	Industrial Innovation Cluster Organizations-strategic assistance	\$322,000	Approved for \$200,000 contract signed and RFP posted
12	DOE EV	Provide grant funding for EV charging stations and hydrogen fueling	POB\$15K, DOE \$pending estimates	Energy Northwest is leading joint project.

PORT OF BENTON
PROJECTS AND GRANTS STATUS

May 2023

	Project	Description	Grants Pursued/Received	Comments
13	FAA and State Airport discretionary funds - Richland Airport	Runway and Apron Crack and Fog Seal	FAA NPE \$290,000 State \$800,000	Approved - Grant application signed and submitted
14	FAA Airport Funds - Richland Airport	Wildlife fencing around airport. Complete fencing around entire airport	FAA NPE \$205,000	Approved
15	FAA Airport Funds - Prosser Airport	Runway and Apron Crack and Fog Seal and Airport Lighting	FAA NPE \$200,000 FAA DI \$1,300,000	Approved - Grant application signed and submitted
15	FAA Airport Funds - Prosser Airport	Construct Heliport/Helipad with Service Road - Design	FAA NPE \$155,000	Approved
16	Infrastructure Investment and Jobs Act - Grant Funds (Now Bipartisan Infrastructure Law BIL funds) - Richland Airport	Main Apron Reconfiguration - Design/Construction 2025/26	BIL Funds \$833,000	Approved
17	State Capital Request	"White Bluffs Rail" remaining crossings, ties, panels and rail to support CRISI/RAISE	State \$1-5M	Approved \$1.2M