

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

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

www.portofbenton.com/commission

For those unable to access the internet, please call 509-375-3060 by 8:00 a.m. on November 13, 2024, 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 your hands are raised. Press star + 6 (*6) when the host calls on you to unmute yourself.

PORT OF BENTON
REGULAR COMMISSION MEETING AND PUBLIC HEARING
Agenda
8:30 a.m., November 13, 2024
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 October 15, 2024 Airport Workshop
3. Approval of Minutes of the October 16, 2024 Commission Meeting
4. Approval of Vouchers and Certifications, Including Payroll for the Month of October, Totaling \$1,092,722.88

D. PUBLIC COMMENT

E. PUBLIC HEARING

1. 2025 Port of Benton Budget
2. 2025 Comprehensive Plan of Harbor Improvements

F. ITEMS OF BUSINESS

1. Resolution 24-36, 2025 Port of Benton Budget; Resolution 24-37, Port of Benton 2025 Comprehensive Plan of Harbor Improvements Adoption; Resolution 24-38, Certifying the Port of Benton's 2024 Levy for 2025 Collection
2. Resolution 24-39, Barge Facility Tariff and Fee Structure – Technology & Business Campus
3. Resolution 24-40, Acceptance of Work to Ecomodus, LLC – Technology & Business Campus
4. Contract Amendment Through Year-End for RGW Enterprises
5. Revision to Standard Airport Land Lease Agreement – Airports
6. Revised Development Plan, Francisco Gamez – Vintners Village
7. University Drive Easement Request – Richland Innovation Center

G. INFORMATION REPORTS

1. Grants Update

H. COMMISSIONER REPORTS/COMMENTS

I. DIRECTOR REPORTS/COMMENTS

1. Finance Director
2. Port Attorney
3. Executive Director

J. FOR THE GOOD OF THE ORDER

K. EXECUTIVE SESSION

L. ADJOURNMENT

**PORT OF BENTON
SPECIAL COMMISSION MEETING
AIRPORT WORKSHOP MINUTES
OCTOBER 15, 2024**

A. CALL TO ORDER: The Special Commission Airport Workshop meeting was called to order at 8:30 a.m. at the Port of Benton Commission Meeting Room, 3250 Port of Benton Boulevard, Richland, Washington.

PRESENT: Commissioner Roy D. Keck, Commissioner Scott D. Keller, Commissioner Lori Stevens
PORT STAFF PRESENT: Diahann Howard, Jeff Lubeck, Quentin Wright, Julia Mora, Summers Miya, Ron Branine, Wally Williams, Audrey Burney, Brandin Lopez,
ALSO PRESENT: John O’Leary Gravis Law, Rich Krigler, Michael Fredrickson

The following attendees attended via remote communications: Sheri Collins; Jorge Celestino, Angela Saraceno-Lyman; Teresa Hancock; Bryan Bell; Cassie Hammond; Wendy Culverwell, Tri-City Herald; Bryan Condon, Century West Engineering

The Special Commission Meeting Airport Workshop was noticed as required by RCW 42.30.070.

B. PLEDGE OF ALLEGIANCE: Commissioner Roy Keck led those present in reciting the Pledge of Allegiance.

C. AIRPORT WORKSHOP

1. Discussion of Airport Leasing Policies, Rates and Schedule

Executive Director Diahann Howard provided financial background, some findings and requirements of Resolution 22-42, and current policy guidelines.

Howard provided historical background on Richland and Prosser Airports and the airport rules and regulations.

Director of Finance Jeff Lubeck provided guidelines and requirements from the port auditor's standpoint, including limitations and fiduciary responsibilities for compliance matters to Federal and State agencies, taxpayers and tenants.

Lubeck reviewed Prosser and Richland airport revenues, which are currently included in the 2025 budget. The overview included a breakdown of revenue sources.

Lubeck provided key takeaways from a recent State Audit Report released on the Port of Peninsula. Takeaways included:

- Need to receive fair market value to avoid gifting of public funds
- Port Commissioners and staff knowingly not adjusting to fair market value

- Did not perform formal lease rate evaluation in recent years

Audit findings included:

- The Washington State Constitution, Article VII, section 7 prohibits any local government from bestowing a gift or lending money, property or its credit to a private party.
 - To ensure it does not gift public funds, the port is expected to receive fair market value on all leases and charge customers appropriate late fees when they do not make timely payments on accounts.

Lubeck reviewed the additional audit findings in the Port of Peninsula report.

Lubeck provided additional visual aids, including exclusions to fair market value to not-for-profit organizations.

Lubeck provided additional FAA Assurance requirements and WPPA recommendations related to airport leasing.

Airport Manager Quentin Wright reviewed the Port's current airport leases, pointing out how many are currently fair market value and describing some of the issues staff has encountered when administering rate increases.

Staff reviewed options to consider in moving forward.

Staff announced they would like to bring back a modified base lease for consideration at the November Commission meeting.

Further discussion ensued regarding lease rate history, land value and adjustments.

D. ADJOURNMENT: With no further business, the meeting was adjourned at 9:06 a.m.

Roy Keck
Commission Secretary

**PORT OF BENTON
COMMISSION MEETING MINUTES
October 16, 2024**

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

PRESENT: Commissioner Scott D. Keller, Commissioner Lori Stevens, Commissioner Roy D. Keck

PORT STAFF PRESENT: Diahann Howard, Jeff Lubeck, Quentin Wright, Summers Miya, Ron Branine, Cassie Hammond, Brandin Lopez, Wally Williams, Julia Mora

ALSO PRESENT: John O'Leary, Gravis Law; Karl Dye, TRIDEC

The following attendees attended via remote communications: Jorge Celestino, Sheri Collins; Bryan Bell; Bryan Condon, Century West Engineering; Rachel Visick, Tri-Cities Area Journal of Business; Wendy Culverwell, Tri-City Herald; Jeff (No Last Name Given)

The Commission meeting was noticed as required by RCW 42.30.070.

B. PLEDGE OF ALLEGIANCE: Brandin Lopez led those present in reciting the Pledge of Allegiance.

C. CONSENT AGENDA:

A motion was made by Commissioner Lori Stevens, seconded by Commissioner Roy Keck, and unanimously passed by the Commission approving the agenda for the October 16, 2024 Commission meeting, approval of minutes from the September 11, 2024 Commission meeting, approval of minutes from the October 7, 2024 budget workshop, approval of vouchers and certifications, including payroll, for the month of September totaling \$744,954.22.

D. PUBLIC COMMENT:

There were no comments.

F. ITEMS OF BUSINESS

1. Welcome and Update from Kevin Sliger, Ben Franklin Transit

Executive director Diahann Howard introduced Kevin Sliger, transit planner at Ben Franklin Transit.

Kevin Sliger provided a state of the transit update, including current services provided, public transportation benefit area, taxing district service charge, and data metric impacts of initiative 2117 and an overview of the annual service plan process and long-range transit plan process.

2. Overview of 2025 Port of Benton Proposed Budget Before Being Placed on File for Public Review

Director of Finance Jeff Lubeck provided a high-level overview of the 2025 proposed budget that, if approved, will be placed on file for public review.

Lubeck explained that if approved, the proposed budget will be available for 28 days for public review and then will be brought back for final approval at the regular November meeting.

Lubeck stated that there were slight changes made since the proposed budget was presented at the budget workshop, including the second preliminary property valuation from the Benton County Treasurer. Lubeck stated that after review, there was no change to property tax numbers in the budget that's going out.

Lubeck added that a third valuation will be received around the end of October or early November, which may require final tweaks to the budget that is brought forward.

Lubeck reviewed the two slight changes in the proposed budget that was presented at last week's workshop.

Lubeck noted that property tax levy is decreasing for the sixth year.

Lubeck reviewed the major pending items and operating and non-operating revenues, as well as lease revenues.

Lubeck highlighted the port's 173 leases, noting that 55% of port leases are small businesses, which brings in 35% of the revenues. 10% of port leases are with large businesses, which bring in 58% of the revenue.

Lubeck overviewed the Benton County tax distribution, noting that the Port of Benton is receiving 1% of the total taxes a taxpayer pays.

Lubeck reviewed loan and bond payments, pointing out that operating revenues are able to cover the loans.

Lubeck highlighted the major operating expenses expected from the 2024 to the 2025 budget, which are rail and overall maintenance.

Lubeck reviewed several planned projects and planning for future projects that will incur costs in 2025.

Lubeck overviewed capital project plans, including multi-year projects.

3. Overview of 2025 Comprehensive Plan of Harbor Improvements Before Being Placed on File for Public Review

Executive Director Diahann Howard presented the proposed 2025 comprehensive plan of harbor improvements, stating that all port districts are required to adopt a comprehensive plan that aligns with the capital budget.

Howard noted that the proposed plan is consistent with other planning pieces of work, such as the Prosser and Richland Airports, North Horn Rapids, rail masterplans, Research District and the north Richland Communications and Marketing plan, as well as the 2020-2030 strategic plan.

Howard noted that the comprehensive plan highlights the Port of Benton's 11 sites across two-

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thirds of Benton County.

Howard went through the plan, highlighting certain items she wanted to call to attention, including: Northwest Intermodal Facility, sale to Atlas Agro of 150 acres, barge facility improvements, projects at both airports, continued investment in 3110 Port of Benton Blvd., continued waterfront planning, Benton City building consideration of sale, RIC majority as part of the industrial land transfer with the city of Richland, Vintners Village, including the Wamba property.

A motion was made by Commissioner Roy Keck, seconded by Commissioner Lori Stevens, and unanimously passed by the Commission, approving the release of the proposed 2025 budget and proposed 2025 comprehensive plan of harbor improvements for public review.

4. Resolution 24-35, Authorizing an Application to the Community Economic Revitalization Board (CERB) for \$2.4 Million Loan for 2579 Stevens Drive (RBP)

Executive Director Diahann Howard explained that Resolution 24-35 authorizes an application to the Community Economic Revitalization Board (CERB) for a \$2.4 million dollar loan, the application is due on November 17. Howard explained that the port would not go before the CERB board until application is selected the soonest being its January board meeting.

Howard explained that the funds would be directed at the 2579 Stevens Drive building, which is located in the Richland Business Park. Howard added that the 90,000-square-foot facility was built in the 1950s and needs significant upgrades. Howard added that if the building were gutted, it would easily be over a \$25 million project.

Howard explained that the port is taking an alternative approach to upgrading the building.

Howard reviewed the building specs and highlighted upgrades that have already been made by the port team and pointed out the focus area for the first phase of improvement. These dollars would be partnered with a federal US EDA grant request of \$3-5M with a total project that requires a port match estimated at \$1.5m.

A motion was made by Commissioner Lori Stevens, seconded by Commissioner Roy Keck, and unanimously passed by the Commission authorizing an application to the Community Economic Revitalization Board (CERB) for a \$2.4 Million Loan for 2579 Stevens Drive (RBP).

5. 2345 Stevens Drive Proposed Lease with Avalanche (RBP)

Executive Director Diahann Howard explained that port tenant Veolia is moving out of 2345 Stevens Drive in the Richland Business Park. Howard said that Veolia built a room in the facility to aid in their business. Howard stated that a company is now interested in the space, including the area of Veolia's improvements.

Howard noted that the interested business is Avalanche, which has agreed to assume the responsibility of removing Veolia's clean room, which is estimated to cost \$320,000. Howard noted that TRIDEC has agreed to help offset the cost of removing the clean room, as TRIDEC fully supports the project.

Howard explained that Avalanche is a start-up company founded in 2018. Howard noted that Avalanche is capital-backed, with 50 employees, and is currently located near the Museum of Flight.

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Howard added that Avalanche is a fusion company focusing on a microreactor called an Orbitron.

Howard reviewed the plans for a lease with Avalanche in detail, and a conversation ensued related to the potential lease agreement.

Commission president Scott Keller invited Karl Dye of TRIDEC to say a few words. Dye expressed his support for the Avalanche project expanding to north Richland, highlighting that TRIDEC supports and stands behind the project and thanking the port for the opportunity.

A motion was made by Commissioner Lori Stevens, seconded by Commissioner Roy Keck, and unanimously passed by the Commission authorizing a proposed lease with Avalanche at 2345 Stevens Drive (RBP).

F. INFORMATION REPORTS:

1. Grants Update

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

Item 2, National Highway Freight Program (WSDOT portion), SR 240 Rail Signal and Crossing – Only one bid was received, which was 60% over budget. The project will go out for a rebid with modifications.

Item 3, Railroad Improvements, Freight Rail Assistance Program Grant – Airport Way is completed. The Saint Street crossing will be completed from October 18-21. The Kingsgate signal will be completed when the materials arrive.

Item 4 – 2023-2025 State Capital Appropriation, White Bluffs Rail – Ties are ordered and the installation bid is due in early November.

Airport Manager Quentin Wright stated that both pavement maintenance projects at both airports are nearly complete. Contractors will return to add a second paint coating in a few weeks.

Wright added that WSDOT awarded the port a 5% matching grant, which is \$77,000.

2. Legislative Report

Director of Governmental Affairs Cassie Hammond reviewed the 2025 legislative priorities that have been published.

Priorities include:

- Advocate for shortline rail modernization tax credit
- Support funding for MATCH Act 2.0
- Targeted Urban Area Tax Exemption
- Community Aviation Revitalization Board (CARB) Funding
- Site Certification/Readiness
- Port Electrification Grant Program

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- Supply Chain Competitiveness Funding

G. COMMISSIONER REPORTS/COMMENTS

Commissioner Roy Keck noted that he has been out of town for the past month but highlighted the news release issued earlier that morning regarding Amazon's big plans with Energy Northwest on bringing small modular nuclear reactors to eastern Washington and beyond.

Executive Director Diahann Howard and TRIDEC's Karl Dye added their own comments on the Amazon and Energy Northwest announcement.

Commissioner Lori Stevens stated that Prosser just held their annual hot air balloon rally, which was a successful event that brought many tourists to the community.

Commissioner Stevens added that she attended the Port of Sunnyside's 60th-anniversary celebration in addition to her regular meetings with the Prosser Chamber and Prosser EDA. Stevens provided an overview of the Chamber's plans until a new director is hired.

Commissioner Scott Keller noted that he was sorry to miss the Balloon Rally for the first time since its inception but was on travel.

Commissioner Keller noted that he did attend the RiverFest event, which was a great educational experience and included a glimpse of the reactor core headed to the port's barge facility.

Commissioner Keller reviewed recent meetings he had attended, including the Department of Transportation and their new Aeronautics Director.

Commissioner Keller congratulated airport manager, Quentin Wright on securing the 5% match.

H. DIRECTOR REPORTS/COMMENTS:

1. FINANCE DIRECTOR:

Director of Finance Jeff Lubeck reviewed current cash standings, noting that semiannual property tax payments will be arriving from the county in the coming weeks.

Lubeck noted that he is working on the reimbursement request for Benton .09 funds on the Richland Industrial Center (RIC) project.

Lubeck reviewed cash receipts from September, as well as accounts payable and receivable.

Lubeck updated that airport tenant, Chemchek's outstanding balance will be written out, as the eviction process is coming to a close and Quentin Wright is clearing out the property.

2. PORT ATTORNEY:

Contract Port attorney John O'Leary provided an update on the recently evicted tenant, Chemchek, including the coordination effort with the sheriff's office.

O'Leary added that he has also been assisting staff with various contracts and lease reviews.

3. EXECUTIVE DIRECTOR:

Executive Director Diahann Howard announced that she has had further discussion with the Washington State Wine Commission and has been invited to present at their November board meeting. Howard noted that she will be presenting about coming together with other commodity groups and forming a collaborative plan that works for all at the Clore Center.

Howard provided an update on the discussions with the Class 1's regarding a rail car charge, the RFP/RFQ that went out for an intermodal operator, which will be brought back to the Commission.

Howard reviewed recent meetings she has attended, including speaking at the National Cleanup Workshop in DC, an Elevated networking group and speaking to the Association of Realtors next week.

Howard also noted that she attended the PNWA annual meeting, WSU INEF ribbon cutting event, hosted another VIP tour of port rail on the Abraham Lincoln, Port of Sunnyside event, Pasco Airport BBQ, VERTical convening with nearly 100 attendees. Howard added that she attended a meet and greet with Atlas Agro.

Howard added that the port participated in state marine cargo forecast and work continues on the intermodal facility.

Howard highlighted the recent Journal of Business story that captured rail and airport projects, waterfront planning and renovation projects.

Howard stated that the team will be bringing contract adjustments to the November meeting and overviewed recent lease changes. Howard stated that there has been interest in vacant building space.

Howard noted that she will be attending the AAPA annual meeting and noted that the team is working on the upcoming Entrepreneurial Awards event.

Howard added that the team hosted a great public tour, which was positively received by the attendees.

Howard added that the City of Richland has invited the Port to participate in their upcoming Winter Wonderland parade on December 6, which Ron Branine is taking the lead on. Howard alerted the Commission to stay tuned should they choose to participate in the parade as well.

I. FOR THE GOOD OF THE ORDER

Executive Director Diahann Howard reviewed a list of upcoming meetings and events.

J. EXECUTIVE SESSION: The regular Commission meeting was recessed at 10:52 a.m. and it was announced that an Executive Session would commence at 10:15 a.m. for 10 minutes to discuss real estate. It was noted that the regular meeting would be reconvened at 10:04 a.m.

At 10:25 a.m., it was announced that an additional 5 minutes was needed.

At 10:30 a.m., it was announced that an additional 5 minutes was needed.

At 10:35 a.m., it was announced that an additional 5 minutes was needed.

The regular Commission meeting was reconvened at 10:40 a.m.

No action was required after the Executive Session.

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K. ADJOURNMENT: The meeting was adjourned at 10:40 a.m. with an announcement that the next regular Port of Benton Commission meeting would be held at 8:30 a.m. on Wednesday, November 13, 2024 at the Port of Benton Commission meeting room located at 3250 Port of Benton Blvd., Richland, Washington.

Roy Keck
Commission Secretary

**Port of Benton, Benton County, Washington
Voucher Certification and Approval
for the Month of October 2024**

General Expenses

Accounts Payable Warrants #: 83714 - 83873 \$ 890,652.65

Electronic Payments: \$ 2,522.47

Total General Expenses \$ 893,175.12

Payroll

Direct Deposit:
ACH \$ 118,800.81

Electronic Payments:
IRS Payroll Tax Deposit \$ 41,951.39

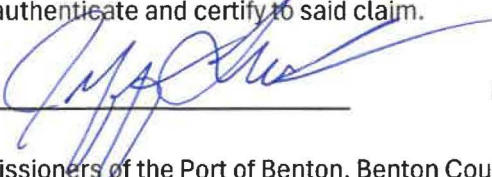
Other Payroll Related Payments \$ 38,795.56

Total Payroll \$ 199,547.76

Total General Expenses and Payroll \$ 1,092,722.88

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 _____, 2024.

_____ President

_____ Vice President

_____ Secretary

Company nam Port of Benton

Report name: Check register

Created on: 11/6/2024

Bank	Date	Vendor	Document n	Amount	Clearer	ACH Payment
	10/3/2024	VEN00038--BANNER BANK - Credit Card	83714	23,224.38	In Transit	
	10/3/2024	VEN00075--CASCADE NATURAL GAS CORP	83715	220.75	In Transit	
	10/3/2024	VEN00083--CENTURYLINK	83716	146.68	In Transit	
	10/3/2024	VEN00290--CI-PW, LLC (Paradise Bottled Water	83717	59.73	In Transit	
	10/3/2024	VEN00071--CITY OF PROSSER	83718	6,596.10	In Transit	
	10/3/2024	VEN00089--CITY OF RICHLAND	83719	35,437.00	In Transit	
	10/3/2024	VEN00077--COLUMBIA BASIN IT	83720	825.00	In Transit	
	10/3/2024	VEN00639--CWW LLC (COLUMBIA RAIL)	83721	293.49	In Transit	
	10/3/2024	VEN00136--DIGITAL IMAGE TRI-CITIES, INC.	83722	163.05	In Transit	
	10/3/2024	VEN00161--EXPRESS SERVICES, INC.	83723	3,147.43	In Transit	
	10/3/2024	VEN00616--FIBER MARKETING INTERNATIONAL	83724	33.13	In Transit	
	10/3/2024	VEN00009--GEO WAY ACE HARDWARE	83725	453.04	In Transit	
	10/3/2024	VEN00540--GLACIER SUPPLY GROUP, LLC	83726	90.02	In Transit	
	10/3/2024	VEN00419--GRAINGER	83727	122.18	In Transit	
	10/3/2024	VEN00729--HIGH FIVE MOTORSPORTS LLC	83728	1,722.29	In Transit	
	10/3/2024	VEN00588--IC CONSULTING CORPORATION	83729	9,135.00	In Transit	
	10/3/2024	VEN00214--IRRIGATION SPECIALISTS, INC	83730	241.03	In Transit	
	10/3/2024	VEN00231--KENNEWICK INDUSTRIAL & ELECTRI	83731	5,281.64	In Transit	
	10/3/2024	VEN00245--LUKE'S CARPET	83732	2,474.14	In Transit	
	10/3/2024	VEN00490--MARY POTTER	83733	3,114.48	In Transit	
	10/3/2024	VEN00264--MURPHEY BROTHERS EXCAVATING	83734	6,614.40	In Transit	
	10/3/2024	VEN00603--PARAMOUNT COMMUNICATIONS, I	83735	1,478.32	In Transit	
	10/3/2024	VEN00305--POCKETINET COMMUNICATIONS, I	83736	240.00	In Transit	
	10/3/2024	VEN00306--PROMINENCE PUBLIC RELATIONS	83737	7,950.00	In Transit	
	10/3/2024	VEN00652--RICHARD RHYNARD	83738	2,250.00	In Transit	
	10/3/2024	VEN00719--STANDARD PAINT & FLOORING LLC	83739	407.63	In Transit	
	10/3/2024	VEN00359--STEEBER'S LOCK SERVICE, LLC	83740	245.77	In Transit	
	10/3/2024	VEN00398--TRI-CITY SIGN & BARRICADE	83741	1,690.70	In Transit	
	10/3/2024	VEN00399--TRIDEC, INC.	83742	2,083.33	In Transit	
	10/3/2024	VEN00414--VERIZON	83743	1,828.25	In Transit	
	10/3/2024	VEN00532--VIC'S AUTO PARTS & SUPPLY	83744	14.66	In Transit	
	10/3/2024	VEN00444--WASHINGTON STATE DEPT OF LAB	83745	875.20	In Transit	
	10/3/2024	VEN00489--WAYNE POTTER	83746	3,162.83	In Transit	
	10/3/2024	VEN00449--ZIPLY FIBER	83747	510.83	In Transit	
	10/3/2024	VEN00449--ZIPLY FIBER	83748	81.50	In Transit	
	10/10/2024	VEN00006--ABADAN, INC	83749	296.58	In Transit	
	10/10/2024	VEN00029--ARCHIBALD & COMPANY ARCHITEC	83750	4,957.28	In Transit	
	10/10/2024	VEN00044--BENTON PUD	83751	2,586.51	In Transit	
	10/10/2024	VEN00053--BENTON RURAL ELEC ASSOCIATIO	83752	962.33	In Transit	
	10/10/2024	VEN00059--BENTON-FRANKLIN HEALTH DEPT	83753	26.00	In Transit	
	10/10/2024	VEN00075--CASCADE NATURAL GAS CORP	83754	119.82	In Transit	
	10/10/2024	VEN00469--CENTURY WEST ENGINEERING COF	83755	13,351.83	In Transit	
	10/10/2024	VEN00321--CI INFORMATION MANAGEMENT	83756	49.26	In Transit	
	10/10/2024	VEN00290--CI-PW, LLC (Paradise Bottled Water	83757	118.35	In Transit	
	10/10/2024	VEN00052--CITY OF BENTON CITY	83758	99.04	In Transit	
	10/10/2024	VEN00089--CITY OF RICHLAND	83759	316.21	In Transit	
	10/10/2024	VEN00700--CLIFTON LARSON ALLEN LLP	83760	315.00	In Transit	
	10/10/2024	VEN00077--COLUMBIA BASIN IT	83761	2,878.97	In Transit	

10/10/2024	VEN00105--CONNELL OIL, INC	83762	2,026.66	In Transit	
10/10/2024	VEN00639--CWW LLC (COLUMBIA RAIL)	83763	30,869.68	In Transit	
10/10/2024	VEN00587--DAVID MICHAEL MOORE	83764	2,375.00	In Transit	
10/10/2024	VEN00136--DIGITAL IMAGE TRI-CITIES, INC.	83765	300.01	In Transit	
10/10/2024	VEN00664--ELIZABETH RENZ	83766	1,815.00	In Transit	
10/10/2024	VEN00161--EXPRESS SERVICES, INC.	83767	1,839.69	In Transit	
10/10/2024	VEN00166--FERGUSON ENTERPRISES, INC.	83768	3.95	In Transit	
10/10/2024	VEN00175--FRONTIER FENCE, INC.	83769	48,214.95	In Transit	
10/10/2024	VEN00419--GRAINGER	83770	92.87	In Transit	
10/10/2024	VEN00601--GRAVIS LAW PLLC	83771	12,333.25	In Transit	
10/10/2024	VEN00588--IC CONSULTING CORPORATION	83772	8,910.00	In Transit	
10/10/2024	VEN00214--IRRIGATION SPECIALISTS, INC	83773	2,676.89	In Transit	
10/10/2024	VEN00229--KELLEY'S TELE-COMMUNICATION, I	83774	155.80	In Transit	
10/10/2024	VEN00672--KPFF, INC.	83775	3,086.80	In Transit	
10/10/2024	VEN00510--LIFESECURE INSURANCE COMPANY	83776	1,720.08	In Transit	
10/10/2024	VEN00258--MOON SECURITY SERVICES, INC	83777	7,083.84	In Transit	
10/10/2024	VEN00296--PERMIT SURVEYING, INC	83778	4,012.50	In Transit	
10/10/2024	VEN00713--PILOT ADVISORS LLC	83779	20,450.00	In Transit	
10/10/2024	VEN00302--PLATT ELECTRIC SUPPLY, INC	83780	64.83	In Transit	
10/10/2024	VEN00718--PND ENGINEERS INC	83781	6,178.09	In Transit	
10/10/2024	VEN00307--PROSSER RENTALS, LLC	83782	1,769.62	In Transit	
10/10/2024	VEN00326--RGW ENTERPRISES P.C. INC	83783	15,960.00	In Transit	
10/10/2024	VEN00464--ROCKABILLY ROASTING CO.	83784	142.50	In Transit	
10/10/2024	VEN00685--ROLL AND CAP PRODUCTIONS	83785	612.50	In Transit	
10/10/2024	VEN00334--SANITARY DISPOSAL, INC.	83786	1,849.26	In Transit	
10/10/2024	VEN00636--SENSKE LAWN & TREE CARE LLC	83787	1,203.32	In Transit	
10/10/2024	VEN00694--SHARON B HOLDEN dba THE BALLI	83788	783.96	In Transit	
10/10/2024	VEN00352--SMARSH, INC.	83789	17.15	In Transit	
10/10/2024	VEN00731--SUPERIOR CONCRETE AND POLISH	83790	11,217.84	In Transit	
10/10/2024	VEN00649--SWIFT CURRENT, LLC	83791	2,930.00	In Transit	
10/10/2024	VEN00696--TACOMA SCREW PRODUCTS INC	83792	52.96	In Transit	
10/10/2024	VEN00709--TERESA HANCOCK	83793	2,240.00	In Transit	
10/10/2024	VEN00298--TRI-CITY COMPUTER CONSULTING	83794	2,880.54	In Transit	
10/10/2024	VEN00399--TRIDEC, INC.	83795	2,083.33	In Transit	
10/10/2024	VEN00408--U.S. BANK	83796	700.00	In Transit	
10/10/2024	VEN00402--UNDERGROUND CREATIVE, LLC	83797	2,050.00	In Transit	
10/10/2024	VEN00404--UNITED WAY OF BENTON/FRANKLI	83798	1,650.00	In Transit	
10/10/2024	VEN00449--ZIPLY FIBER	83799	237.18	In Transit	
10/10/2024	VEN00449--ZIPLY FIBER	83800	377.05	In Transit	
10/10/2024	VEN00449--ZIPLY FIBER	83801	103.42	In Transit	
10/11/2024	VEN00215--INTERNAL REVENUE SERVICE	093024COMM	0.00	In Trans	3,001.32
10/11/2024	VEN00215--INTERNAL REVENUE SERVICE	10112024FT	0.00	In Trans	20,008.37
10/11/2024	VEN00425--WASHINGTON STATE SUPPORT REI	101124CS	0.00	In Trans	100.00
10/11/2024	VEN00122--DEPT OF RETIREMENT SYSTEMS	DCP101124	0.00	In Trans	3,844.39
10/11/2024	VEN00268--NATIONWIDE RETIREMENT SOLUTI	NW10112024	0.00	In Trans	2,138.98
10/11/2024	VEN00122--DEPT OF RETIREMENT SYSTEMS	PERS093024	0.00	In Trans	26,658.94
10/17/2024	VEN00480--POB (INTERNAL)		-0.18	In Transit	
10/17/2024	VEN00480--POB (INTERNAL)		0.18	In Transit	
10/18/2024	VEN00012--AFLAC	83808	1,083.72	In Transit	
10/18/2024	VEN00025--AMERICAN ROCK PRODUCTS, INC	83809	7,952.88	In Transit	
10/18/2024	VEN00730--BENTON COUNTY SHERIFF'S OFFIC	83810	11.56	In Transit	

10/18/2024	VEN00044--BENTON PUD	83811	1,246.75	In Transit
10/18/2024	VEN00715--BUSINESS STREET LLC	83812	30,000.00	In Transit
10/18/2024	VEN00468--CASCADE FIRE PROTECTION CO.	83813	1,020.00	In Transit
10/18/2024	VEN00290--CI-PW, LLC (Paradise Bottled Water	83814	24.98	In Transit
10/18/2024	VEN00089--CITY OF RICHLAND	83815	940.44	In Transit
10/18/2024	VEN00234--CITY OF RICHLAND LANDFILL	83816	10.00	In Transit
10/18/2024	VEN00607--EASTERN WASHINGTON TRANSPOR	83817	600.00	In Transit
10/18/2024	VEN00009--GEO WAY ACE HARDWARE	83818	154.67	In Transit
10/18/2024	VEN00200--HDR ENGINEERING, INC	83819	6,107.06	In Transit
10/18/2024	VEN00380--MCCLATCHY COMPANY	83820	1,095.13	In Transit
10/18/2024	VEN00258--MOON SECURITY SERVICES, INC	83821	36,287.92	In Transit
10/18/2024	VEN00661--NORTHWEST GOLF CARS, LLC	83822	7,689.10	In Transit
10/18/2024	VEN00548--PARKING BOXX CORP.	83823	311.97	In Transit
10/18/2024	VEN00297--PERSONAL TOUCH CLEANING, INC.	83824	40,003.62	In Transit
10/18/2024	VEN00299--PHASE 2 ELECTRIC, INC.	83825	347.84	In Transit
10/18/2024	VEN00302--PLATT ELECTRIC SUPPLY, INC	83826	10.23	In Transit
10/18/2024	VEN00365--STRATTON SURVEYING & MAPPING	83827	1,040.00	In Transit
10/18/2024	VEN00369--SUNWEST SPORTSWEAR	83828	1,087.84	In Transit
10/18/2024	VEN00622--TOTAL ENERGY MANAGEMENT & H	83829	48,583.47	In Transit
10/18/2024	VEN00398--TRI-CITY SIGN & BARRICADE	83830	71.70	In Transit
10/18/2024	VEN00410--USDA APHIS	83831	5,047.57	In Transit
10/18/2024	VEN00412--VALLEY PUBLISHING COMPANY	83832	969.12	In Transit
10/18/2024	VEN00727--VALLEY WIDE COOPERATIVE INC	83833	86.80	In Transit
10/18/2024	VEN00532--VIC'S AUTO PARTS & SUPPLY	83834	25.33	In Transit
10/18/2024	VEN00444--WASHINGTON STATE DEPT OF LAB	83835	864.80	In Transit
10/18/2024	VEN00449--ZIPLY FIBER	83836	655.48	In Transit
10/23/2024	VEN00637--360 AUTOMOTIVE & REPAIR	83837	132.66	In Transit
10/23/2024	VEN00674--509 CONSTRUCTION	83838	951.28	In Transit
10/23/2024	VEN00038--BANNER BANK - Credit Card	83839	19,954.36	In Transit
10/23/2024	VEN00044--BENTON PUD	83840	39.59	In Transit
10/23/2024	VEN00007--BLUEROOM	83841	2,135.06	In Transit
10/23/2024	VEN00468--CASCADE FIRE PROTECTION CO.	83842	364.15	In Transit
10/23/2024	VEN00469--CENTURY WEST ENGINEERING COF	83843	36,459.66	In Transit
10/23/2024	VEN00083--CENTURYLINK	83844	129.13	In Transit
10/23/2024	VEN00089--CITY OF RICHLAND	83845	339.35	In Transit
10/23/2024	VEN00689--CLEAN ENERGY SUPPLIER ALLIANC	83846	10,000.00	In Transit
10/23/2024	VEN00105--CONNELL OIL, INC	83847	1,985.10	In Transit
10/23/2024	VEN00136--DIGITAL IMAGE TRI-CITIES, INC.	83848	217.40	In Transit
10/23/2024	VEN00683--ELLISON EARTHWORKS LLC	83849	7,089.88	In Transit
10/23/2024	VEN00161--EXPRESS SERVICES, INC.	83850	3,712.65	In Transit
10/23/2024	VEN00166--FERGUSON ENTERPRISES, INC.	83851	152.74	In Transit
10/23/2024	VEN00725--GTS INTERIOR SUPPLY	83852	773.40	In Transit
10/23/2024	VEN00222--JOHN DEERE FINANCIAL (RDO EQU	83853	91.06	In Transit
10/23/2024	VEN00231--KENNEWICK INDUSTRIAL & ELECTF	83854	211.90	In Transit
10/23/2024	VEN00236--LES SCHWAB TIRE CENTER STEVEI	83855	244.55	In Transit
10/23/2024	VEN00490--MARY POTTER	83856	4,671.72	In Transit
10/23/2024	VEN00258--MOON SECURITY SERVICES, INC	83857	3,102.30	In Transit
10/23/2024	VEN00481--MORRISON METALWELD PROCESS	83858	12,500.50	In Transit
10/23/2024	VEN00471--OSBORN CONSTRUCTION & DESIG	83859	619.59	In Transit
10/23/2024	VEN00527--PAINTMASTER SERVICES	83860	61,292.16	In Transit
10/23/2024	VEN00288--PALMER ROOFING COMPANY	83861	630.46	In Transit

10/23/2024	VEN00306--PROMINENCE PUBLIC RELATIONS	83862	7,950.00	In Transit	
10/23/2024	VEN00317--RAILWORKS TRACK SYSTEMS	83863	154,770.18	In Transit	
10/23/2024	VEN00652--RICHARD RHYNARD	83864	2,250.00	In Transit	
10/23/2024	VEN00337--SCALES NW LLC	83865	768.51	In Transit	
10/23/2024	VEN00719--STANDARD PAINT & FLOORING LLC	83866	407.63	In Transit	
10/23/2024	VEN00709--TERESA HANCOCK	83867	3,034.48	In Transit	
10/23/2024	VEN00385--THE HOME DEPOT CRC/GEFC	83868	901.51	In Transit	
10/23/2024	VEN00394--TREASURE VALLEY COFFEE	83869	78.55	In Transit	
10/23/2024	VEN00688--TRI-CITIES GUTTERS LLC	83870	2,119.69	In Transit	
10/23/2024	VEN00376--TRI-CITY REGIONAL CHAMBER	83871	272.00	In Transit	
10/23/2024	VEN00570--VITAL RECORDS CONTROL	83872	1,046.77	In Transit	
10/23/2024	VEN00489--WAYNE POTTER	83873	4,561.02	In Transit	
10/25/2024	VEN00215--INTERNAL REVENUE SERVICE	10252024FT	0.00	In Trans	18,941.70
10/25/2024	VEN00425--WASHINGTON STATE SUPPORT RE	102524CS	0.00	In Trans	100.00
10/25/2024	VEN00239--WASHINTGON STATE DEPT OF REV	9/2024B&O	0.00	In Trans	2,522.47
10/25/2024	VEN00122--DEPT OF RETIREMENT SYSTEMS	DCP102524	0.00	In Trans	3,821.11
10/25/2024	VEN00268--NATIONWIDE RETIREMENT SOLUTI	NW10252024	0.00	In Trans	2,132.14
Total for BCT MAIN			890,652.65		83,269.42

RESOLUTION 24-36

A RESOLUTION TO ADOPT THE 2025 PORT OF BENTON BUDGET

WHEREAS, the Port of Benton has properly given notice of the public hearing held on November 13th, 2024 to consider the Port of Benton's Budget for the 2025 calendar year, pursuant to RCW 84.55.120; and

NOW, THEREFORE BE IT RESOLVED, by the Commission of the Port of Benton after a public hearing, and after duly considering all relevant evidence and testimony presented, has adopted the budget for the Port of Benton for the year 2025 as identified in Attachment 1 of this Resolution:

ADOPTED by the Commission of the Port of Benton at its regular meeting held this 13th day of November, 2024.

Scott D. Keller, President

Roy D. Keck, Vice President

Lori Stevens, Secretary

Attachment 1 2025 Budget

	2025 BUDGET
ESTIMATED BEGINNING CASH	4,000,000
LESS: RESERVE	2,000,000
UNRESERVED BEGINNING CASH	2,000,000
OPERATING REVENUES	
Lease Revenue	
Richland Business Park	3,147,000
Railroad	735,500
Intermodal Rail Facility	50,000
Northwest Advanced Clean Energy Park	34,500
Technology & Business Campus	1,579,000
Richland Airport	568,000
Prosser Airport	340,000
Prosser Wine & Food Park	161,000
Vintner's Village	90,000
Walter Clore Center	31,000
Benton City	9,000
Total Lease Revenue	6,745,000
Rail Revenue	675,000
Crow Butte Park Revenue	250,000
TOTAL OPERATING REVENUES	7,670,000
OPERATING EXPENDITURES	
Operations Expenses	2,206,971
Facilities & Maintenance	1,608,199
Railroad Expenses	1,813,608
Airports Operating Expense	709,493
Crow Butte Operating Expenses	480,284
General & Administrative	2,921,918
Promotional Hosting Expenditures*	1,000
TOTAL OPERATING EXPENDITURES	9,741,472
NET OPERATIONS	(2,071,472)
NON-OPERATING INFLOWS	
Property Tax Revenue	3,167,055
Operating Grant	50,000
Grant Revenue	10,473,513
Sale of Fixed Assets	400,000
Other Tax Revenue	190,000
Collections on Notes Receivable	273,061
Interest Income	300,084
Prior Year Budget Carryover	225,000
Project Fund (restricted)	864,730
TOTAL NON-OPERATING INFLOWS	15,943,443
NON-OPERATING OUTFLOWS	
Debt Service Payments	520,973
Interest Expense	226,248
Capital Projects - Grant Funded including Port Matcl	10,473,513
Capital Projects - Port Funded	2,056,000
Equipment Purchases	335,000
Increase Reserve	120,000
TOTAL NON-OPERATING OUTFLOWS	13,731,734
NET NON-OPERATING	2,211,709
Net Surplus/Deficit	140,237
ESTIMATED ENDING CASH	4,140,237
LESS: RESERVE	2,120,000
UNRESERVED ENDING CASH	2,020,237

RESOLUTION 24-37

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE PORT OF BENTON,
WASHINGTON ADOPTING THE PORT’S 2025 COMPREHENSIVE SCHEME OF
HARBOR IMPROVEMENTS, KNOWN AS THE 2025 COMPREHENSIVE PLAN, AS
PROVIDED BY RCW 53.20.020**

WHEREAS, A 2025 Annual Operating and Capital Budget, a part of the Port’s Comprehensive Scheme of Harbor Improvements, was adopted by the Port of Benton Commission at a regular meeting as Resolution 24-36, and

WHEREAS, public notices were published in a newspaper of general circulation proclaiming the availability of the 2025 Annual Operating and Capital budget and comprehensive plan, all in accordance with RCW 53.20.020, RCW 53.35.030 and RCW 53.35.045; and

WHEREAS the Port Commission has heard from all persons desiring to be heard on the matter of the 2025 Annual Operating and Capital Budget and Comprehensive Plan all in accordance with RCW 53.20.020, RCW 53.35.030 and RCW 53.35.045.

NOW, THEREFORE IT BE RESOLVED that the Board of Commissioners of the Port of Benton approves the Port’s 2025 Comprehensive Scheme of Harbor Improvements as the 2025 Comprehensive Plan.

ADOPTED by the Commission of the Port of Benton at its regular meeting held this 13th day of November 2024.

Scott D. Keller, President

Lori Stevens, Vice President

Roy D. Keck, Secretary

RESOLUTION 24-38

A RESOLUTION OF THE COMMISSION OF THE PORT OF BENTON CERTIFYING THE PORT'S 2024 LEVY FOR 2025 COLLECTION

WHEREAS, the Commission of the Port of Benton (Port) met and considered its budget for the calendar year 2025; and

WHEREAS, the Port’s actual levy amount from the previous year was \$2,899,866.95;

WHEREAS, the Port intends to levy a 1% increase of \$28,998.67 to the prior year actual levy;

WHEREAS, the Port intends to levy “banked capacity” of \$175,740.29 to fund infrastructure projects and,

WHEREAS, the population of this district is more than 10,000;

NOW, THEREFORE BE IT RESOLVED, by the Commission of the Port of Benton that an increase in the regular property tax levy is hereby authorized for the levy to be collected in the 2025 tax year.

The dollar amount of the increase over the actual levy amount from the previous year shall be \$204,738.96 which is a percentage increase of 7.06% from the previous year. This increase is exclusive of additional revenue resulting from new construction, improvements to property, newly constructed wind turbines, solar, biomass, and geothermal facilities, and any increase in the value of state assessed property, any annexations that have occurred and refunds made.

This resolution shall become effective immediately upon its adoption.

ADOPTED by the Commission of the Port of Benton at its regular meeting held this 13th day of November, 2024.

Scott D. Keller, President

Roy D. Keck, Vice President

Lori Stevens, Secretary

RESOLUTION 24-39

A RESOLUTION OF THE PORT OF BENTON COMMISSION ADOPTING A TERMINAL TARIFF POLICY TO ESTABLISH GUIDELINES AND POLICIES FOR THE OPERATION AND USE OF THE BARGE COMPLEX, INCLUDING THE HIGH DOCK AND BARGE SLIP, AND TO REGULATE AND ESTABLISH WHARFAGE, WHARF DEMURRAGE, DOCKAGE, FACILITIES CHARGES AND USE REQUIREMENTS.

WHEREAS, the Port of Benton “Port’s” operates a barge complex consisting of a high dock and barge slip located in the Technology Business Campus (TBC), which supports the movement of goods and services via the Columbia River (river mile 343); and

WHEREAS, the Port is responsible for establishing policies and procedures that ensure efficient, safe, and equitable use of the Port's facilities by all users, in accordance with State and Federal regulations; and

WHEREAS, it is necessary to implement a Terminal Tariff Policy to provide clear and consistent guidelines for the calculation and collection of fees related to wharfage, wharf demurrage, dockage, facilities charges and other associated services, as well as the terms and conditions for utilizing these facilities;

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

1. The Terminal Tariff Policy, presented and attached hereto, is hereby adopted and shall serve as the governing framework for all fees, charges, services, and requirements associated with the use of the barge complex, including the high dock and barge slip, superseding and replacing any previous policies.
2. The Terminal Tariff Policy shall include provisions governing wharfage, loading, unloading, wharf demurrage, service and facilities charges, dockage, and other services, as well as any necessary requirements to ensure the efficient and equitable operation of the facilities.
3. This resolution shall take effect immediately upon its passage and adoption.

ADOPTED by the Commission of the Port of Benton at its regular meeting held this 13th day of November 2024

Scott D. Keller, President

Lori Stevens, Vice President

Roy D. Keck, Secretary

PORT OF BENTON

TERMINAL TARIFF NO. 001

NOTICE:

The electronic form of the Terminal Tariff will govern in the event of any conflict with any paper form of the Terminal Tariff. Electronic version of the current Terminal Tariff is located at the Port of Benton website at: [Barge Slip & High Dock - Port of Benton](#)

Naming: Rules, Regulations and Rates for:

Wharfage, Wharf Demurrage, Dockage and Other Services and Requirements.



Issued by:

Port of Benton

3250 Port of Benton Boulevard, Richland, WA 99354

509-375-3060

Resolution: 24-39

Effective: 11/13/24

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1.0 ABBREVIATIONS & TABLES

Abbreviations	
%	Percent
B/L	Bill of Lading
CT	Cubic Tons
FBM	Foot Board Measure
KGS	Kilograms
LF	Linear Foot
MT	Metric Ton
NOS	Not Otherwise Specified
S/T	Short tons (2,000 pounds)
ETA	Estimated Time of Arrival
ETD	Estimated Time of Departure

Equivalents and Metric Conversion Tables	
1 Centimeter	0.3937 Inches
1 Meter	39.37 Inches
1 Foot	0.3048 Meters
1 Meter	3.2808 Feet
1 Yard	9144 Meters
1 Kilogram	2.2046 Pounds
1 Pound	0.4536 Kilograms
1 Metric Ton	2204.6 Pounds
1 Long Ton	2240 Pounds
1 Short Ton	2000 Pounds
1 Centimeter	0.3937 Inches
1 Meter	39.37 Inches
1 Foot	0.3048 Meters

2.0 DEFINITIONS

Dockage: The charge assessed against ocean or river vessels for berthing at a wharf, piling structure, pier, bulkhead structures, bank or for mooring to a vessel so berthed.

Free Time: The specified period during which cargo may occupy space assigned to it on terminal property free of Wharf Demurrage or Terminal Storage Charges immediately prior to the loading or subsequent to the discharge of such cargo on or off the Vessel.

General Cargo Berth: A charge assessed against either cargo or vessel on that cargo passing or conveyed over, onto, or under wharves or between vessels (to or from the water, barge or lighter) when berthed at a wharf, pier, bank or ship moored in a slip adjacent to wharf.

LOA / Length Overall: The overall length of a watercraft measured from the most forward point at the beam to the aftermost part of the stern of the watercraft.

Vessel: Every description of watercraft or other artificial contrivance, whether self-propelled or non-self-propelled, used, or capable of being used, as a means of transportation on water, and shall include in its meaning the owner, disponent owner, and/or charterer thereof.

Wharfage: The charge assessed against any freight, cargo, goods placed in a transit shed or on a wharf, or passing through, over or under a wharf or Port terminal; or transferred between vessels or loaded to or unloaded from a vessel at a wharf, regardless of whether or not a wharf is used. Wharfage is solely the charge for use of wharf and does not include handling, sorting, or piling of freight or charges for any other services.

Wharf Demurrage: A charge assessed against cargo remaining in or on terminal facilities after the expiration of free time unless arrangements have been made for storage.

3.0 VESSEL BERTH APPLICATION

FORM
Application for Vessel Berth Reservation
 (See Notes and Conditions)

RESERVATIONS OF A BERTH IS REQUESTED AT THE PORT OF BENTON

Vessel		Date	
Voyage No.	LOA	ETA	ETD
Vessel Owner/Line		Vessel Charterer	
To Load <i>(Commodity Type and Amount/No. of Containers)</i>		To Discharge <i>(Commodity Type and Amount/No. of Containers)</i>	
Terms of Affreightment			
Agency Firm		Authorized Individual	

Notes and Conditions

Note 1: Application for reservation of vessel berth and vessel berthing is subject to Regulations, Rules and Terms of the Port Tariff and to the timely filing of the State of Financial Responsibility provided and incorporated herewith as Supplement to this Application for Vessel Berth Reservation.

Note 2: Each application and work plan will be reviewed by the Port on a case-by-case basis to determine whether, in the Port's judgment, the applicant is financially responsible and has demonstrated that the work will be performed in compliance with environmental standards. The proposed work and monitoring requirements will be evaluated. The Port reserves the right to deny permission to perform the work; to order the discontinuance of the work altogether, or stop a particular job, as the Port determines is necessary.

For Port Use Only	
Application Received By	Time/Date
Application Approved By	Time/Date
Berth Assigned	Vessel ETA
Special Crane or Cargo Handling Equipment Required	

**Berth Reservation
Supplement to
Application**

Vessel _____ LOA _____ ETA _____ ETD _____
 Vessel Draft _____
 Vessel Owner/Line _____
 Vessel Charterer _____
 To Load _____
 Terms of Affreightment _____
 To Discharge _____
 Terms of Affreightment _____

Note: Separate submissions of this document are required when the vessel affreightment for part of the freight differs from the terms of affreightment for any other part of the cargo.

<u>CATEGORY OF Port Charges</u>	<u>PARTY RESPONSIBLE for Payment</u>	<u>ESTIMATED Dollar Amount</u>	<u>FOR PORT Use Only</u>
Dockage	_____	_____	_____
Wharfage	_____	_____	_____
Misc. Services	_____	_____	_____
Other	_____	_____	_____

Total of estimated charges: _____

Pursuant to the instructions set forth in the above Conditions of Berth Reservation, the undersigned hereby seeks the arrangement of berthing facilities on behalf of the above named vessel, and attests to the accuracy of the information provided to the extent set forth above.

Date _____
(berthing agent)

By _____

By _____
(as agent only)

4.0 INTRODUCTION

Port: The term "Port" used hereinafter shall be held to mean The Port of Benton, Richland, WA, Benton County USA.

Facility User: is defined as persons, firms or corporations authorized invited or providing services, labor, material, supplies or equipment on Port barge terminal facilities, or who are using or receiving the services of the Port and/or its terminal facilities. Facility User includes, but is not limited to, owners and operators of vessels, ocean carriers, inland water and land carriers (including truck and rail), and the owners, shippers and consignees of cargo or merchandise.

5.0 APPLICATION OF TARIFF

- A. Notice to Public: This tariff is published as required by law and is, therefore, notice that the rates, rules and charges apply to all traffic without specific notice, quotation or arrangement.
- B. Tariff Effective: The rates, charges, rules, and regulations named in this tariff for services and facilities (including the terminals and/ or wharves of the Port), shall be applicable on and after the effective date of this tariff, or the effective date of any amendment hereto.
- C. Use of Facilities Deemed Acceptance of Tariff: Use of wharves or facilities shall be deemed an acceptance of this tariff, and the terms and conditions named herein.
- D. All Rights Reserved: Right is reserved by the Port to furnish all equipment, supplies and material and to perform all services on the terminals under rates and conditions named herein.
- E. Facility Users' Requests and Complaints: Requests and complaints from Facility Users on matters relating to the rates, rules, and regulations contained in this tariff must be made to the Port of Benton, 3250 Port of Benton Blvd, Richland, WA 99354 (509) 375-3060.
- F. Reservation of Agreement Rights: The Port reserves the right to enter into agreements with carriers, shippers, and/or their agents concerning rates and services, provided such agreements are consistent with existing local, state, and federal laws governing the civil and business relations of all parties concerned.

6.0 CLAIMS

- A. Claims against the Port for loss of or damage of freight must be filed with the Port, in writing within six (6) months following initial receipt at the Port. The Port will not be liable for claims for loss or damage of freight or merchandise when claimant is in a

direct business/contractual relationship with a lessee of the Port or with owners of business or industries in the Port unless the loss is due to negligence of the Port.

- B. Claims for recovery of overcharges must be filed in writing with the Port within six (6) months following the date of invoice against which overcharge is claimed.
- C. The Port will not be responsible for any loss, damage, or delay of cargo which may arise from any cause beyond its direct authority and control, nor for any cause except for want of due diligence of the Port.
- D. Himalaya Clause: It is hereby expressly agreed between the Port and any Facility User that as a condition and in consideration of using Port facilities, the Port, as well as any and all its employees, servants, agents and/or independent contractors used or employed in connection with the performance of any of the Facility Users' obligations under their various Bills of Lading, shall be treated as and shall be express beneficiaries of those Bill(s) of Lading. As such, the Port shall have the benefit of all rights, defenses, exemptions from or limitation on liability and immunities of whatsoever nature to which the Facility User(s) are or may be entitled under the provision of any Bill of Lading or by law so that the Port shall not, under any circumstance, be under any liability in either contract or tort greater than that of the Facility User(s) themselves.

7.0 ACCEPTANCE OF FREIGHT

- A. Right to Refuse Freight: The Port reserves the right to refuse to permit vessels to discharge:
 - a. Freight for which previous arrangements have not been made with the Port.
 - b. Freight deemed offensive, perishable, or hazardous.
 - c. Freight, the value of which may be determined as less than the probable terminal charges.
- B. Right to Withhold Delivery of Freight: The right is reserved to withhold delivery of freight until all accrued charges and advances against said freight have been paid in full.
- C. Right to Sell Freight: Freight on which unpaid terminal charges have been accrued may be sold to satisfy such charges and costs, after proper notice and reasonable opportunity to pay have been made.
- D. Freight at Owners Risk: Owner, shipper, consignee, or carrier as responsibility may appear shall assume all risk of loss or damage to all cargo, including glass, liquids and fragile articles, freight on open ground or open wharf, log or lumber rafts, and all water craft, if and when permitted by terminal operator to be moored in slips, at moorage dolphins, at wharves, or alongside vessels except to extent such losses or damages are occasioned by any acts or omission of the Port, its employees or agents.

8.0 COLLECTIONS AND GUARANTEES OF CHARGES

A. Collection and Guarantee of Charges: Use of Port facilities or service is conditioned upon satisfactory assurance to the Port by the Facility User that applicable charges will be paid when due. All charges are due and payable as they accrue or on completion of service or use.

Payment terms are cash unless the Facility User, prior to the use of Port facilities or service, has established credit worthiness acceptable to the Port, and has been relieved of cash payment requirement by the Port.

The Port may require payment of charges in advance.

B. Terms of Payment: Terms are cash in advance unless credit is extended by the Port. No pending or alleged claims against the Port will be allowed as an offset.

C. The Port reserves the right to refuse use of the Port facilities to any Facility User whose account(s) are in arrears.

9.0 INSURANCE

The rates and charges provided in this Tariff do not include any amounts for insurance coverage, and expressly do not include insurance to protect Facility User's interest in any vessels, equipment, materials, supplies, cargo, merchandise, or any other property while at or moving over the terminal facilities or any Port property. Except as otherwise provided in a separate written agreement between the Facility User and the Port, every Facility User shall comply with the insurance requirements set forth below.

Every Facility User or any other party using the Port terminal facilities shall obtain and maintain the following insurance coverages:

A. Workers Compensation Insurance: Worker's Compensation Insurance (including Longshoremen and Harbor Workers Act and/or Jones Act coverage if applicable). This coverage is required under Federal and State statutes for all the Party's employees performing their work.

B. Commercial General Liability and/or Comprehensive Marine General Liability: Commercial General Liability insurance policy must be secured and include automobile liability, broad form contractual liability and broad form property damage covering property in the insured's care, custody and control. This insurance shall cover claims against the insured for bodily injury, personal injury, death or property damage occurring on, in or about any vessel being loaded by a party on Port premises and adjoining areas. Such insurance shall contain coverage in an amount

not less than \$2,000,000.00 per occurrence and \$2,000,000.00 aggregate.

- C. Automobile Liability insurance: In the event that motor vehicles are used in connection with the Facility User's business or operations at the marine terminal facilities, each Facility User shall maintain an automobile liability policy or policies insuring against liability for bodily injury, death, or damage to property, including loss of use thereof, and occurring in any way related to the use, loading or unloading of any of the Facility User's motor vehicles (including owned, hired and non-owned motor vehicles) on and around the Terminal.
- D. Every Facility User shall submit the appropriate certificate of insurance evidencing the coverage under such policy of insurance. This certificate shall name the Port as an additional insured with respect to use of the facilities and shall provide that the Port be given 30 days prior written notice of cancellation.

All insurance to be carried by User shall be primary to and not contributory with any similar insurance carried by the Port, whose insurance shall be considered excess insurance only.

10.0 HOLD HARMLESS & INDEMNITY

- A. Hold Harmless and Indemnify: Except for that portion resulting from the negligence of the Port, if applicable, Facility User(s) shall indemnify and hold harmless the Port from and against all charges, losses, damages, liabilities, expenses, causes of action, suits, claims, demands, or judgments of any nature whatsoever that may be incurred or arise from or grow out of the use of Port facilities.
- B. Responsibility Limited: The Port will not be responsible for any loss or damage caused by fire, frost, heating, dampness, leakage, the elements, evaporation, natural shrinkage, wastage or decay, animals, rats, mice or other rodents, moths, weevils or other insects, leakage or discharge from sprinkler fire protection systems, collapse of building or equipment, or by floats, lots or pilings required in breasting vessels away from wharf, nor will it be answerable for any loss, damage or delay arising from insufficient notification or from war, insurrection, shortage of labor, combinations, riots, or strikes of any persons in its employ or in service of others or from any consequences arising therefrom, except, the Port shall not be relieved from liability for its own negligence.

11.0 DOCKAGE

- A. Definition: The charges assessed against ocean or river vessels for berthing at a wharf, piling structure, pier, bulkhead structures, or bank, or for mooring to a vessel so berthed.
- B. Types of Facilities: Two types of berthing facilities exist at the Port of Benton:
 - a. High Dock – Sheet pile bulkhead with exposed wall and 14' draft.
 - b. Barge Slip (Low Dock) – Concrete berth with slip size 60' wide 100' long (this

facility is not usable at all water depths).

C. Calculation: The period of time upon which dockage will be assessed for berths shall commence when the vessel is made fast and shall continue until departure.

No deductions from the dockage assessed will be made for weekends, holidays, or because of weather or other conditions which occur during the dockage period.

D. Basis for Computing Charges: Dockage charges shall be based on the overall length of the vessel as published in the most current edition of *Lloyds' Register of Shipping* at the time the vessel is berthed. Should length figures not be available from that source, the Port may accept information from the vessel's official papers or measure the vessel.

Vessels berthed at terminals may request lay status at idle berths. Lay status may be granted, at the discretion of the Port, at idle berths prior to or after the conclusion of cargo loading or embarking/disembarking passengers. The request for lay status must be received by the Port prior to the vessel's departure. The dockage charge for lay berth status shall be calculated at 30% of the applicable dockage rates as published in this item or a minimum of \$106 per 24-hour period or fraction thereof, whichever creates the greater revenue.

Vessels on lay status seven (7) consecutive days or longer may be granted special lay berth status when berths are available.

Vessels at berth, making alterations or repairs, shall pay dockage of \$1.65 per foot in length overall (LOA) per day. After the first 24 hours at berth, vessels will be charged at one-half (½) the applicable rate per 24-hour period or portion thereof.

E. Periods: Dockage shall be assessed in 24-hour increments or fractions thereof for all berths.

F. Late Charges: For all invoices not paid within 60 days of the date of billing, there will be assessed a 1.5% charge per month of the total billing.

G. High Dock and Barge Slip (Low Dock) Terminals

LOA Feet		LOA Meters		Charges per 24-hour Day
0	100	0	30.38	\$321.79
100	150	30.48	45.72	\$448.16
150	200	45.72	60.96	\$604.28
200	300	60.96	91.44	\$913.32
300	350	91.44	106.68	\$1,141.65
350	375	106.68	114.30	\$1,380.60
275	400	114.30	121.92	\$1,593.00

Dockage charges for vessels over 400 ft. (121.92 Meters) in overall length shall be \$4.00 per 24 hours for each foot of overall length (or fraction thereof) in excess of 400 feet (121.92 Meters), in addition to the above rate of \$1,593. Dockage rates are charged per 24-hour period.

12.0 BERTHING ARRANGEMENTS

- A. No vessel will be permitted to berth at a wharf or terminal facility of the Port without having first made an application for a berth assignment and without such an assignment having been granted by the Port for the Berth. Applications for berth assignment must be made at least ten (10) days in advance of the arrival of vessel and must specify ETA, ETD and the nature and quantity of freight to be loaded or discharged.
- B. Berth assignments are non-transferable, conditional permits, revocable without notice, which may be issued at the sole discretion of the Port to the owners, agents or operators of vessels for the use of a specific berth by a specific vessel for a specific time period.
- C. Berth assignments made by the Port are subject to alterations and revocation under the following conditions.
 - a. Vessel assigned lay status may be ordered to vacate when the Port, at its sole discretion, determines the berth is required for a vessel desiring to load, discharge cargo or make repairs.
 - b. Any vessel experiencing delays for any reason in cargo loading or discharging operations may be ordered to vacate the berth at the sole discretion of the Port.
 - c. Whenever the Port determines that a congested condition exists, any vessel on berth may be required to work continuously in a 24-hour period or until work is completed. Should there be a refusal to comply, the Port may order the vessel to vacate the berth.
 - d. All costs of additional or overtime labor, or equipment, pilotage, tug-hire, linesmen or those of any description arising from the requirement of the Port under these rules shall be for the vessels account.
- D. Vessels Required to Vacate a Berth:
 - a. Orders to vacate a berth shall be tendered in a timely manner. Not less than eight (8) hours will be given a vessel to comply with the order to vacate.
 - b. Whenever an Order to Vacate is tendered by the Port and said order is refused or not complied with in the specified time, the Port may assess a penalty dockage rate of \$500.00 per hour for each additional hour the vessel remains on berth.

- c. The Port at its option may affect the removal of a vessel from the berth at the time period specified in the Order to Vacate with all risks, liability and expense for the vessel's account.

- E. Assignees Liable for Damage: All persons to whom berths have been assigned shall be responsible and liable to the Port for any damage occurring to such assigned property while a vessel is berthing or departing, or any damage occurring during their occupancy. Upon the refusal, failure or neglect of any such person to accept responsibility and liability in the manner and under the circumstances aforesaid, the Port Director may immediately revoke the assignment to any such person without notice and may refuse the use of any wharf, berth or facility to any such person until the Port has been fully reimbursed for any such damage.

- F. Liability of the Port on Berth Assignments:
 - a. Issuance of berth assignments by the Port does not warrant the depth of water alongside the assigned berth.
 - b. The granting of a berth assignment is not an implication or a guarantee of labor to work a vessel. Assignment, allocation or source of labor is beyond the control of the Port.

- G. Application For Vessel Berth Reservation Condition of Berth: Upon vacation of berth, the Assignee shall ensure that the condition of the Port facility is in the same condition found upon arrival.

13.0 WHARFAGE-GENERAL CARGO BERTH

- A. Definition for General Cargo Berth: A charge assessed against either cargo or vessel on that cargo passing or conveyed over, onto, or under wharves or between vessels (to or from the water, barge or lighter) when berthed at a wharf, pier, bank or ship moored in a slip adjacent to wharf.

- B. Assessment:
 - a. Basis for Assessing Wharfage: Wharfage is considered earned and is assessed irrespective of whether the cargo is loaded to a vessel. Wharfage rates are based upon the commodity description and classification as described in the vessel manifest.
 - b. Wharfage Assessed Against Direct Transfer Services: All cargoes moved directly from trucks to vessels or vice versa are subject to full wharfage assessments.
 - c. shall not be subject to outward wharfage when reshipped by water from the same

wharf.

- d. Manifests Required of Vessels: Masters, owners, agents or operator of vessels are required to furnish the Port with complete copies of vessel manifests showing names of consignees or consignors and the weights or measurements of all freight loaded or discharged at the facilities of the Port. Such manifests must also designate the basis of the weight or measurement on which freight was assessed. In lieu of manifests, certified lists of copies of "boat notes" or mates' receipts containing all information as required above may be accepted.

C. Wharfage Minimum Charge:

Cargo	Measure	Rate
All	S/T	\$12.00

All charges, fees or permits are subject to local and State taxes.

14.0 RECEIPT AND DELIVERY OF CARGO

A. Loading and Unloading:

- a. Responsibility: The loading and unloading of cargo is the responsibility of the cargo owner or carrier.

15.0 DEMURRAGE AND FREE TIME

A. Storage Free Time:

- a. Definition: The period of time which cargo may occupy the apron adjacent to the wharf, free from charges for wharf demurrage or terminal storage while awaiting loading to vessel or after discharge from vessel.
- b. Free Time Calculation: Free time begins at 6:00 am, the first day that cargo has been received to the apron from truck. Cargo received from vessel will begin free time 6:00 am the first day after the vessel has completed unloading.
- c. Free Time Periods: All cargoes inbound or outbound are granted 2 days of free time.

B. Wharf Demurrage:

Unless negotiated and approved by the Port, no cargo, material or equipment can remain within the barge complex after the expiration of the free time.

16.0 MISCELLANEOUS SERVICES

- A. Labor: The Port does not provide labor services for cargo operations. The owner or agent of the cargo is responsible for arranging labor services. The owner or agent is responsible for providing the Port with a contract or other documentation indicating that labor services have been arranged with the vessel berth application form.
- B. Equipment: The Port does not provide equipment for cargo handling. The owner or agent of the cargo is responsible for making the arrangements for appropriate equipment sufficient to safely perform the work.
- C. Electrical Power: Service currently not provided.
- D. Fresh Water: Service currently not provide

RESOLUTION 24-40

**A RESOLUTION OF THE PORT OF BENTON
ACCEPTING WORK COMPLETED BY
ECOMODUS, LLC
FOR THE
3110 LED LIGHTING REPLACEMENT PROJECT**

WHEREAS, work known as the 3110 LED Lighting Replacement Project upon notification by Ecomodus, LLC, that said project has been completed in accordance with the approved plans and specifications, has been duly inspected by Ron Branine, Director of Facilities and Operations, and

WHEREAS, the Contractor has certified that the work has been completed in accordance with the plans and specifications at a total cost of \$148,893.28 plus WSST.

NOW THEREFORE BE IT RESOLVED that the Port of Benton Commission does hereby accept the work Ecomodus, LLC, has completed in accordance with the contract of said project; and

BE IT HEREBY FURTHER RESOLVED that upon presentation and approval of the final invoice for the project, the Executive Director is directed to proceed with the necessary procedures, including required advertisements and government notifications, to finalize the project.

DATED AND SIGNED at Richland, Washington on this 13th day of November 2024.

Scott D. Keller, President

Lori Stevens, Vice President

Roy D. Keck, Secretary

Port of Benton Richland/Prosser Airport Ground Lease Agreement

The parties hereto are the PORT OF BENTON, a municipal corporation of the State of Washington, (hereinafter "Port"), and _____, LLC, a Washington limited liability company, (hereinafter "Lessee").

FOR AND IN CONSIDERATION of the mutual covenants hereinafter contained, there parties agree as follows:

1. LEASE AND DESCRIPTION. Upon the terms and conditions hereinafter set forth, Port does hereby lease to Lessee and the Lessee does hereby lease from Port those certain premises situated in the Port of Benton, County of Benton, State of Washington, being a part of the Richland/Prosser Airport, described as follows:

See legal description and map attached hereto as Exhibit "A" which is incorporated herein by reference, hereinafter called "premises."

2. BUSINESS PURPOSE. The premises are to be used for aircraft hangars and aircraft storage only; provided that no use may be made of the premises which can or does interfere with use of the airport by aircraft by reasons of electrical, electronic, or smoke emanations, lighting conditions, height of any structure or appurtenance, or any use which may attract birds. Unauthorized development of residential living quarters, whether by Lessee or any subtenant, is prohibited and may be declared an event of default under the lease. Port may declare any noncomplying subleases null and void under this provision.

3. TERM. The term of this lease shall be for thirty (30) years, commencing _____, 20__ ("Commencement Date"), and ending at midnight on December 31, 20__.

3.1 Upon the expiration of the initial term of the lease, the Lessee shall have the option to extend this Lease for up to two (2) additional terms of ten (10) years each at the end of the initial term prior to the final renewal term if both the Lessee and the Port mutually agree upon the extension.

3.2 The option to extend this Lease shall be deemed to have been exercised only if the Lessee gives the Port written notice of its intent to exercise an option at least ninety (90) days prior to termination of the initial term or any renewal term except the final renewal term.

3.3 The 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 exercises the option or at the time an option is deemed to be exercised under Section 3.2 and after Port approval.

3.4 The Lessee may only exercise the right to extend the term of this Lease if the Lessee is in compliance with the performance of the terms of this Lease as specified in Section 8, "Condition Assessment" at the time the Lessee exercises the option or at the time an option is deemed to be exercised under Section 3.2.

3.5 Pursuant to RCW 14.08.120, any lease [for aircraft manufacturing or aircraft industrial purposes or to any manufacturer of aircraft or aircraft parts or for any other business, manufacturing, or industrial purpose or operation relating to, identified with, or in any way dependent upon the use, operation, or maintenance of the airport, or for any commercial or industrial purpose] made for a longer period than ten years shall contain provisions requiring the municipality and the lessee to permit the rentals for each five-year period thereafter (that is, thereafter the initial ten year period), to be readjusted at the commencement of each such period if written request for readjustment is given by *either party to the other at least thirty days before the commencement of the five-year period for which the readjustment is requested*. If the Port and Lessee cannot agree upon the rentals for the five-year period, they shall submit to have the disputed rentals for the period adjusted by arbitration. The lessee shall pick one arbitrator, and the Port shall pick one, and the two so chosen shall select a third. After a review of all pertinent facts the board of arbitrators may increase or decrease such rentals or continue the previous rate thereof.

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

4. RENTAL. The annual rental for the period from _____ through _____, shall be paid in advance on the first day of each rental period, commencing _____ 1, 202X, and shall be mailed or hand delivered to the Port at 3250 Port of Benton Blvd., Richland, WA 99354, and shall be in the following amounts:

First Rental Period: (January 1, 2022 to December 31, 2022) the annual sum of \$ _____ (\$0.____per square foot per year, prorated), plus leasehold excise tax of \$ _____.

Second Rental Period: (January 1, 2023 to December 31, 2023) the annual sum of \$ _____ (\$0.____per square foot per year, prorated), plus leasehold excise tax of \$ _____.

Third Rental Period: (January 1, 2024 to December 31, 2024) the annual sum of \$ _____ (\$0.____per square foot per year, prorated), plus leasehold excise tax of \$ _____.

Future Rental Periods: An annual sum to be determined by Port based upon a reappraisal of land at the Richland/Prosser Airport (including the lease premises) by an MAI appraiser, market analysis, and/or historical rate comparisons, which methodology for reappraisal shall be chosen by the Port solely at its discretion. -employed by Port for that purpose. The annual rent amount will be calculated using Said sum shall be computed by the following formula:

$$R=LRR \times N$$

Where: R= annual rental sum;

LRR = Land Rental Rate, which is the rate per acre fixed by the most current appraisal of land at Port of Benton, Richland/Prosser Airport, based on an MAI-Appraisal, a market analysis, and/or historical rate comparison to be conducted by an MAI appraiser employed determined by the Port for valuation of land every 5 years;

N= number of acres in parcel leased by Lessee.

4.1 FUTURE REAPPRAISALS. Port anticipates having a professional reappraisal, market analysis and/or historical rates comparison of all airport land conducted every five years. The reappraisal shall provide the basis for computation of the rents for the five-year period thereafter, using the formula as set forth above.

4.2 READJUSTMENT AND ARBITRATION

4.2.1 The rental sums for the remaining years of the term of this lease shall be readjusted at the commencement of each five-year term thereof, if written request for readjustment is given by either party to the other at least 30 days prior to the commencement of the five-year period concerning which readjustment is requested. If the parties cannot agree upon the Land Rental Rate for the five-year period, the Land Rental Rate for the subsequent five-year Rental Period shall be established by binding arbitration as provided by RCW 14.08.120(e), as now enacted or subsequently amended. The only issue subject to arbitration is the Land Rental Rate (LRR) that Port has established.

4.2.2 Within fifteen (15) days after Lessee's written objection to the proposed adjusted rent, Lessee and Port will each select one arbitrator. The two selected arbitrators will select a third arbitrator. If the two arbitrators have not selected a third arbitrator within thirty (30) days after the last selection of the two, either Lessee or Port will apply to the presiding judge of the Superior Court of Benton County for the appointment of a third arbitrator. Each arbitrator will hold the MAI designation (or equivalent) with at least five (5) years commercial, industrial, and /or business park appraisal experience and will be a Washington State Certified Appraiser. The three arbitrators will determine the Land Rental Rate (LRR) thereon, and no other matter. The decision of a majority of the arbitrators will bind both Lessee and Port. At the conclusion of the arbitration, the arbitrators will submit a written report to Lessee and Port containing their decision. The costs of the arbitration will be divided equally between Lessee and Port. Each party shall otherwise be responsible for their own legal, consulting, and other costs.

4.2.3 In the event resolution of the rental adjustment is not completed prior to the commencement of the Rental Period being considered, Lessee shall, pending resolution of such rental adjustment, continue to pay Port the Rent then in effect and Port, at its option, may elect to require that interest in the amount of twelve percent (12%) per annum be payable on any sum due as a result of a retroactive rental increase determined under the terms of this lease.

4.3 LEASEHOLD EXCISE TAX/PERSONAL PROPERTY TAX. In addition to the rent, the lessee shall pay to Port at the same time the rent is paid such leasehold excise tax or other taxes as shall have been or may be lawfully levied by the State of Washington or Benton County, which leasehold excise tax or other tax may rise or fall as rentals increase or decrease, or as applicable laws may change.

4.4 LEASEHOLD EXCISE TAX PROVISIONS. In the event that the Lessee does not own the improvements as would be stated in Section 1 of the General Lease Terms and Conditions of this lease, then for the purpose of compliance with the State of Washington leasehold excise tax law, the Lessee shall within five days after demand of Port furnish to Port all information as to the actual cost of any improvements placed on the premises by the Lessee (and at least annually during the term of the Lease to furnish all information as to the actual cost of any improvements placed on the premises following construction of the building placed thereon), and if demanded, such information shall be in the form of a sworn affidavit. It is understood that said information may be furnished to the Washington State Department of Revenue for the purpose of auditing and regulating the payment or collection of such tax, and the tax may be based upon the information furnished. If Port shall in the future determine that it must adopt some other or different method of securing information to enable it to comply with said law, the Lessee agrees to cooperate fully and promptly in such manner and to furnish all information demanded of it, including but not limited to depreciation schedules used for federal income tax purposes.

4.5 LATE CHARGES. There shall be assessed and the Lessee shall pay upon any installment of rent or portion thereof not paid within 10 days after such rent installment is due and payable, a late charge penalty for each month or fraction thereof the rent or portion thereof is not paid equal to five percent (5%) of the amount of such rent or portion thereof (plus accrued late charge penalties, if any) due and payable. The amount of such late charge penalty shall be added to the amount due each month, and total thereof shall be subject to a late charge for each succeeding month or fraction thereof in the amount of five percent (5%) of the total. A payment, if partial, would first be applied towards the accrued late fees and then towards the balance due.

5. GENERAL TERMS AND CONDITIONS/INCORPORATION BY REFERENCE. Attached hereto as Exhibit "B" and incorporated herein by this reference is that document entitled "Port of Benton General Terms and Conditions" (hereinafter "the General Terms and Conditions"). Compliance with said document is a material element of Lessee's performance under and obligations under this Lease. Minimum Standards for Commercial Aeronautical Activity shall also apply for those leases providing these services. Also incorporated by reference herein as though fully set forth herein are the terms and provisions of that certain Development Agreement between the parties dated _____, 202__ (the Development Agreement), a copy of which is attached as Exhibit "C" hereto.

6. SECURITY. The Lessee shall provide the Lessor with a rent security deposit or bond, as deemed acceptable to the port, in the amount of \$_____ which is equal to the rent and Leasehold Tax to be paid during the initial year of the Lease. A deposit of funds with the Port or an assignment of a savings account in the amount specified above which cannot be released without the approval of the Port will be acceptable in lieu of a rent bond. In the event the rent is adjustable as provided in Section 4, then the security bond or security deposit shall be adjusted so the amount of the security equals the rent and leasehold excise tax due during the year.

7. MAINTENANCE AND REPAIR. Lessee has viewed the Premises and accepts them in their present "AS-IS" condition, with all faults and defects. The Port makes no representations about the condition or fitness for purpose of the Premises. **The Port makes no representation about the condition of the Premises. Hazardous Substances may exist in, on, under or above the Premises. Lessee should, but is not required to, conduct environmental assessments or investigations of the Premises prior to or during this Lease to determine the existence, scope and location of any Hazardous Substances. If there are any Hazardous Substances in, on, under or above the Premises as of the Commencement Date, User shall exercise the utmost care with respect to the Hazardous Substances, the foreseeable acts or omissions of third parties affecting the Hazardous Substances, and the foreseeable consequences of those acts or omissions.**

8. ALTERATIONS AND IMPROVEMENTS. Lessee shall make no alterations or improvements to the Premises without first having obtained the written consent of the Executive Director or designee. Upon termination, the Port has the option to require User to remove such improvements at User's sole expense. If not removed, improvements shall become the property of the Port.

9. COMPLIANCE WITH LAWS. Lessee shall comply with all state, federal and local laws and regulations and the rules of the Port, as amended from time to time. User shall indemnify, defend, and hold the Port harmless from all expense directly or indirectly related to the noncompliance by User of governing law, regulations and/or rules of the Port.

Lessee expressly represents that all of Lessee's operations on the Premises shall be in strict compliance with governing environmental, land use, regulations and ordinances, and that User specifically shall not use, store, keep or maintain in, on or about the Premises any hazardous substances and/or wastes, toxic materials, or solid wastes.

10. SITE SPECIFIC REQUIREMENTS. User shall limit authorized activities to User, its officials, employees, and volunteers. All participants and visitors shall remain clear of active runways and taxiways. No participant shall cross any active runway.

11. SAFETY RULES, TIME OF USE. Lessee shall be solely responsible for the safety and security of all participants and visitors. The Port of Benton and its representatives assume no responsibility for the safety of participants or visitors.

12. INDEMNIFICATION, LIABILITY INSURANCE. The Port and its employees/agents shall not be liable for any injury to any persons or for damage to any property, including, but not limited to, damage by rain, flood or bursting water pipes, abnormal temperature, mechanical or electrical failure, sewage/septic system failure, fire, smoke, water from sprinklers, earthquake, environmental damage, aircraft accident, or any infestation, or otherwise, regardless of how such injury or damage may be caused, as a result of the condition which in any way is related to the use of the Premises or the operations of the User in, on or about the Premises by User, its employees, agents, volunteers and invitees. User agrees to indemnify, defend and hold harmless the Port from and against all liability, claims, to include liability, claims and actions brought by User, its employees, agents, volunteers and invitees based upon or arising out of injuries, death, damages to person or property, caused by or resulting from the negligence of the User, the User's employees, agents, volunteers and invitees while engaging in or arising from the User's use of the airport pursuant to the terms of this Use Agreement. In addition, User shall maintain general liability insurance coverage in a minimum amount of \$2,000,000 per occurrence, and \$2,000,000 aggregate. The Port shall be named as an additional insured, and the policy will contain a restriction that the policy cannot be canceled without first having given the Port thirty (30) days advance written notice of an intended cancellation. User shall furnish certificates of such insurance to the Port prior to occupying the Premises.

11.1 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. Policy limits shall be no less than \$2,000,000 aggregate / each occurrence.

13. INDUSTRIAL INSURANCE WAIVER. FOR PURPOSES OF THE FOREGOING INDEMNIFICATION PROVISION ONLY, AND ONLY TO THE EXTENT OF CLAIMS AGAINST LESSEE BY LESSOR UNDER SUCH INDEMNIFICATION PROVISION, LESSEE SPECIFICALLY WAIVES ANY IMMUNITY IT MAY BE GRANTED UNDER THE WASHINGTON STATE INDUSTRIAL INSURANCE ACT, TITLE 51 RCW. THE INDEMNIFICATION OBLIGATION UNDER THIS LEASE SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE TO OR FOR ANY THIRD PARTY UNDER WORKERS' COMPENSATION ACTS, DISABILITY BENEFIT ACTS, OR OTHER EMPLOYEE BENEFIT ACTS.

The foregoing provision was specifically negotiated and agreed upon by the parties hereto.

Port Initials _____

Tenant Initials _____

14. ASSIGNMENT OR SUBLEASE. Lessee shall not assign, transfer or sublet the Premises without the express written consent of the Port of Benton, which will not be unreasonably withheld should the proposed Lessee/Sub-Lessee comply with the described "Business Use" above.

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

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

15.2 In the event the Lessee assigns this Lease for security purposes as provided in this Section 15, after receipt of a written notice from the Lessee giving the name and address of the leasehold mortgagee, the Port agrees that whenever the Port sends a notice to the Lessee under the terms of this Lease, the Port will contemporaneously send a copy of the notice to the leasehold mortgagee.

15.3 The Port further agrees that it will not accept a voluntary cancellation or surrender of the Lease by the Lessee without prior written consent of the leasehold mortgagee and the Port will not enter into any amendments of the lease which modifies any material provision of the lease without prior written approval of the leasehold mortgagee. No merger shall result from the acquisition by or the devolution upon any one entity of the fee and leasehold estates in the property.

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

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

performed by the leasehold mortgagee.

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

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

15.6.2 If more than one leasehold mortgagee requests a new lease or in the event of a dispute between the Lessee and a leasehold mortgagee, the Port shall have no duty to determine the relative priority of the leasehold mortgages and the Port shall have no obligation to enter into a new lease with any leasehold mortgagees unless the dispute is resolved to the Port's satisfaction within ninety (90) days of the termination of this Lease.

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

15.6.4 Upon the execution of a new lease and the conveyance of title to improvements, if any, it shall be the responsibility of the leasehold mortgagee to cancel and discharge this Lease and remove any persons occupying the premises. The leasehold mortgagee shall indemnify the Port and hold it harmless from any obligations, claims, actions, damages, costs or expense, including attorney fees, which may arise from such action or from the Port's compliance with any of the provisions of this Section 15.6.

16. ENVIRONMENTAL STATUS. Lessee accepts the property in its present condition. For purposes of determining the Lessee's compliance with environmental laws as set forth in paragraph 13 of the General Terms and Conditions, Lessee warrants that: (a) it has had the opportunity to inspect the premises and conduct at its expense any and all studies, environmental audits, or other examinations of the property; and (b) that no contamination of the soil or other violations of environmental law exists on the site at the commencement of this Lease.

REVERSION. ~~At the end of the initial thirty-year term, all improvements shall revert to the Port as the Airport Sponsor~~

~~18.17.~~ 18.17. At the termination of the Lease, ~~whether in the midst of the initial 30-year term, at the end of the 30-year term, during or at the end of the first optional ten-year term, or during or at the end of the second optional ten-year term,~~ all ownership, rights, and title to Improvements made by Lessee, shall either be removed by the Lessee or revert to the Port, as mutually agreed upon by the parties. -

Ninety days prior to the termination of the lease, if the parties agree that Lessee's improvements are to be removed then such removal shall solely be at Lessee's expense. Port and Lessee shall communicate. At the Port's option, the Port may require that the Lessee remove some or all improvements at Lessee's own expense. The Port may require the Lessee to bring the site back to its original site-ready development parcel in an unimproved state. 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 any improvements or trade fixtures. The Lessee shall repair at Lessee's expense any damage to the Property resulting from such removal. Any improvements remaining on the property after the term of the lease, if Port deems acceptable, shall become the property of the Port.

~~19.18.~~ 19.18. **CONDITION ASSESSMENT.** ~~The Port shall require the Lessee to provide to provide the Port Condition Assessment reports on their facilities during the term of the lease.~~ The Lessee is required to have a professional engineer and/or building inspector perform an assessment of the condition of the facilities-improvements every five (5) years, ~~as well as within the last term year of the Lease or as mutually agreed upon between the parties.~~ The engineer/inspector shall be hired by the Lessee at Lessee's sole expense, and paid for by the tenant but must be approved by the Port Said engineer/inspector shall be approved by the Port in writing, which approval shall not be unreasonably withheld. This Condition Assessment will look at the building's structural components, as well as items such as the electrical and plumbing systems, heating and air conditioning system, etc. If the Lessee has parking spots or aircraft ramp/apron on their leasehold that they are responsible for, then those are assessed, too.

If there are major items of deferred maintenance, the Port may require that those items are addressed to the satisfaction of the Port during the term of the lease, as well as before reversion occurs. By having this assessment done on a scheduled basis during the term of a lease, it sets forth clear expectations for both parties. Should Lessee fail to remedy any items of concern within a reasonable and timely manner, the Port may deem such failure a default under the Lease.

20.19. **MISCELLANEOUS.**

20.19.1 **Inspection.** The Port reserves the right to enter and inspect the Premises at any reasonable time without prior notification or authorization.

20.19.2 **Rules and Regulations.** User agrees to comply with all applicable rules, regulations and covenants of the Port pertaining to the Premises for the general safety and convenience of the Port, invitees, licensees and the general public, including but not limited to vehicle posted speed, litter enforcement, signs, excessive noise, annoying lights, irritating odors,

or discarding of any type of liquids or solids to either the Port's property or adjoining property.

20-319.3 ENVIRONMENTAL AND PREMISES CLEANUP COSTS. User shall be fully and completely liable to the Port for any and all cleanup costs and any and all other charges, fees and

penalties imposed by any governmental authority with respect to dangerous or waste substances, or discharges to the water, ground water or air, in or about the Premises, common areas or Port facilities by User. User shall indemnify, defend and save the Port harmless from any and all of the costs, fees, penalties and charges assessed against or imposed upon the Port, as well as the Port's attorneys' and engineers' fees and costs, as a result of User's use, disposal, transportation, generation and/or sale of hazardous, dangerous or waste substances, or discharges to the water, ground water or air on the Premises.

20-419.4 RECORDING OF LEASE. Either party to this Lease may record the Lease with the Auditor of Benton County. 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.

24.20. GENERAL CONDITIONS.

24-420.1 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.

24-220.2 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.

24-320.3 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.

24-420.4 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.

24-520.5 NO BROKERS. Each party warrants and represents that it has not dealt with any real estate brokers or agents in connection with this Lease. Each party will indemnify and hold the other harmless from any cost, expense or liability (including costs of suit and reasonable attorney fees) for any compensation, commission or fees claimed by any broker or agent in connection with this Lease.

21.620.6 **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.

21.720.7 **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.

21.820.8 **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.

21.920.9 **LEASE CERTIFICATION.** Upon the request of the Lessee, the Port agrees to provide a written certification of the status of the Lease, to the best knowledge of the Port at the time of the certification, setting forth the following: i) whether the Lease is in full force and effect; ii) whether there have been any amendments or modifications to the Lease; iii) whether the Lessee is current in the payment of the rent and other charges under the terms of the Lease; and iv) whether the Port is aware of any default or breach on the part of the Lessee. The Port may charge a \$200 administrative fee for this written certification.

21.1020.10 **NON-DISTURBANCE AND ATTORNMENT.** This Lease shall be superior to any mortgage, deed of trust or other lien which may be placed on the Property after the effective date of this Lease. If a mortgage is placed upon the Property, the Port shall deliver to the Lessee a Non-disturbance and Attornment Agreement in recordable form which shall covenant that this Lease is superior to such mortgage or deed of trust and, provided the Lessee is not in default under the Lease, neither the Lease nor the Lessee's rights under the Lease shall be terminated by any sale, foreclosure, transfer, assignment or hypothecation of the Property.

22-21. **MODIFICATIONS.** This lease constitutes the entire agreement between the parties, and may not be changed or modified except by a written agreement signed by both parties.

23-22. **SEVERABILITY.** If any term or provision of this lease or the application of any term or provision to any person or circumstance is declared invalid or unenforceable, the remainder of this Lease, or the application of the term or provision to persons or circumstances other than those as to whom it is held invalid or unenforceable, shall not be affected and will continue in full force and effect.

IN WITNESS WHEREOF the parties hereto have executed this Lease on the ____ day of _____, 202____.

LANDLORD
PORT OF BENTON

By: _____
Diahann Howard, Executive Director

ATTEST:

By: _____
David Billetdeaux, General Counsel

LESSEE:

By: _____
Name: _____
Title: _____

State of Washington)
):ss
County of Benton)

On this _____ day of _____, 202____, before the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____ and _____, to me known to be the Executive Director and General Counsel, respectively, of the Port of Benton, the municipal corporation that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes herein mentioned, and on oath stated that they are authorized to execute the said instrument and that the seal affixed (if any) is the corporate seal of said municipal corporation.

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: _____

State of Washington)
):ss
County of Benton)

On this _____ day of _____, 202____, before the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____ to me known to be a member of _____, LLC, the limited liability company that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes herein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said limited liability company.

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

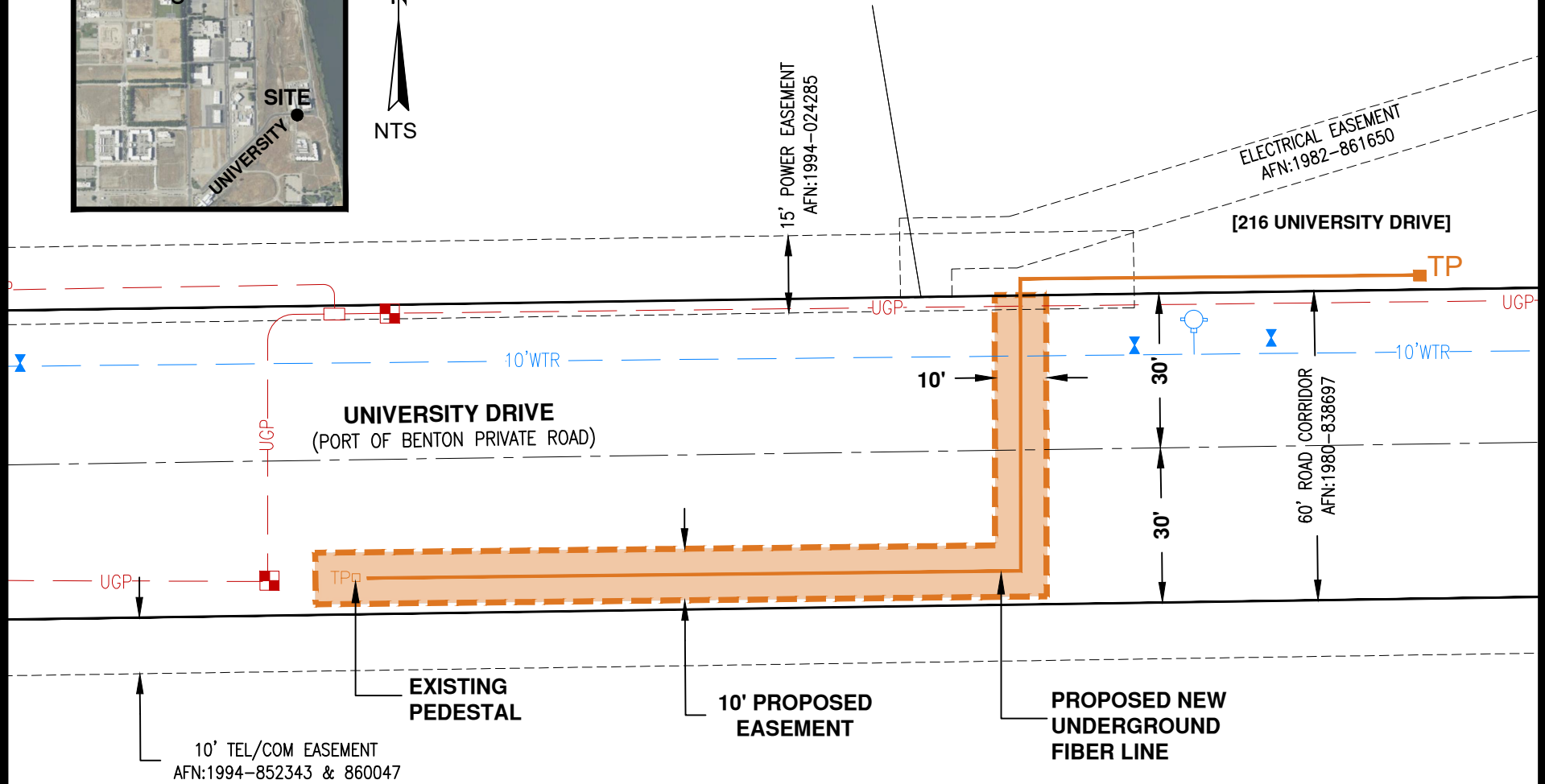
NOTARY PUBLIC in and for the State of Washington,
Residing at: _____
My Commission Expires: _____

VICINITY MAP



TECHNOLOGY AND BUSINESS CAMPUS

EASEMENT EXHIBIT
PROPOSED EASEMENT FOR CHARTER
COMMUNICATIONS
FOR THE PURPOSES OF INSTALLING
FIBER OPTIC TELECOMMUNICATION



DATE:11/07/2024

	Project	Description	Grants Pursued/Received	Comments
1	Innovation Cluster Accelerator Program Application, Phase 2	Washington Dept of Commerce, next evolution of POB, IPZ. Goal to support the creation of a clean energy industry led alliance.	State - \$300,000	Time extension until December 31, 2024, then to close out.
2	National Highway Freight Program (WSDOT portion)	SR 240 rail signal and crossing reconstruction. WSDOT plans to widen SR 240 from the bypass highway to Hagen.	WSDOT \$865,000 POB \$135,000	Only one bid was received, which was ~60% over budget. The project is approved to be re-bid with modifications on Nov 17 th with bids due mid-December.
3	Railroad Improvements – Freight Rail Assistance Program grant	Provide grant funding for railroad crossings - Airport Way, Saint St, and Kingsgate Way signal cabinet.	FRAP - \$1,030,000 POB \$250,000	Crossings are completed. Signal work will be completed when the signal materials arrive, likely before the end of the year.
4	2023-2025 State Capital Appropriation	"White Bluffs Rail" remaining crossings, ties, panels and rail to support CRISI	\$1,212,500 State Grant	Ties have been ordered but delivery has been delayed. We plan to bid the tie installation shortly.
5	RAISE	White Bluffs Southern Connection Rail	Federal \$8 million POB \$2 million	RAISE and CRISI not awarded. Port project of merit for RAISE resubmitted. Revised applications will be submitted in 2025.

	Project	Description	Grants Pursued/Received	Comments
6	State Capital Request	Phase 1 intermodal rail yard	\$6 - \$10 million	Request to support federal grant applications and initial phase 1 of intermodal rail yard; \$240,000 awarded contracting has begun.
7	Records Room Organization	Temp help to organize records room and identify records to destroy or retain.	\$20,000	The Port was one of the 25 applicants out of 122 submissions to receive this award and was one of the few to be fully funded. The contract is in place, and work has started and will continue through the year end.
8	Congressional Directed Spending Requests	Port of Benton White Bluffs Rail Project Modernization and Intermodal Facility.	\$5 million	Submitted to Senator Murray and Cantwell's office connected to RAISE and CRISI request. \$3.55 million has been marked to support this project awaiting final bill approval.
9	Port Electrification	Intermodal Facilities	\$2.7 million, 10% match \$300K POB	\$2.7 million awarded, contracting underway
10	CERB/EDA-updated	2579 offices and update remodel (RBP)	\$2.4 million CERB \$3-5 million EDA \$1.5 million POB	A meeting with CERB and EDA was held to discuss the project; the application planned for fall 2024 and EDA in 2025 will require a 20% match and POB budget discussion/approval.

Airports				
	Project	Description	Grants Pursued/Received	Comments
11	FAA and State Airport discretionary funds - Richland Airport	Runway and Apron Crack and Fog Seal	FAA NPE \$290,000 State \$800,000 Awarded FAA Grant amount 2023 = \$178,000 (Design Work)	Project 95% completed.
12	WSDOT 5% Match	WSDOT assistance in paying half of Sponsors' grant obligation	\$60,000 Match , amount increased	Awarded grant! ~\$77K
13	FAA Airport Funds - Prosser Airport	Runway and Apron Crack and Fog Seal and Airport Lighting	FAA NPE \$200,000 FAA DI \$1,300,000 Awarded FAA Grant amount 2023 = \$245,000 (Design Work)	FAA funding delayed. Port Funded project (\$55K) completed
14	Infrastructure Investment and Jobs Act - Grant Funds (Now Bipartisan Infrastructure Law BIL funds) - Richland Airport	Direct grants for the improvement of public use airports. The awarded project is Taxilane construction.	Richland Airport \$1,200,000	The project is on indefinite hold. The money allocated for this project (which is set to expire at the end of '25) was transferred to the Richland pavement project.

	Project	Description	Grants Pursued/Received	Comments
15	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
16	FAA Airport Funds – Richland Airport	Wildlife fencing around the airport. Complete fencing around the entire airport	FAA NPE \$205,000	Approved
17	FAA Airport Funds – Prosser Airport	Construct Heliport/Helipad with service road – design	FAA NPE \$155,000	Approved

For the Good of the Order – November

Date	What	Where	When	Who
November 13	Port of Benton Commission Meeting	Port	8:30 a.m.	All
November 19	Entrepreneurial Awards	Richland Riverfront Hotel, 50 Comstock	11:30 a.m.	Staff
November 19	Richland Chamber of Commerce Monthly Luncheon	1515 G. Way, Richland	11:30 a.m.	Scott
November 19	Supply Chain Caucus Trip	Port	1 – 4 p.m.	Staff, Roy
November 20	Tri-City Regional Chamber of Commerce Monthly Luncheon	Red Lion Hotel Pasco, 2525 N. 20 th Ave., Pasco	11:30 a.m. – 1 p.m.	Lori, Roy, Scott, Staff
November 20	Tri-Cities National Park Committee Meeting	7130 W. Grandridge Blvd., Kennewick	4 p.m.	Roy
November 21	Prosser Chamber Board Meeting	1230 Bennett Ave., Prosser	6:30 a.m.	Lori
November 21	TRIDEC Board Meeting	7130 W. Grandridge Blvd., Kennewick	4 p.m.	Roy
November 23	United Way Festival of Trees	7016 W. Grandridge Blvd.	5:30 p.m.	Staff
November 28-29	Thanksgiving – Port office closed			All
December 4	Prosser Economic Development Association Christmas Party		5:30 p.m.	Lori
December 11-13	WPPA Annual Meeting	Bellevue Hyatt, 900 Bellevue Way		Roy, Scott, Staff
December 18	Visit Tri-Cities Board Meeting	7130 W. Grandridge Blvd., Kennewick	7:30 a.m.	Scott (conflict)
December 18	Port of Benton Commission Meeting	Port	8:30 a.m.	All



2025

Meetings & Holidays

January						
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Key	
	Commission Meetings
	Workshops
	Holiday
	WPPA Spring - May 14-16
	WPPA Finance - Jun 25-27
	WPPA Commissioners Jul 21-23
	WPPA Small Ports Oct 23-24
	WPPA Port Day - Jan 30
	WPPA Annual Nov 19-21
	WAMA - May 19
	AAPA Powers - Jan 21-23
	AAPA Annual - Oct 6-8
	PNWA Mission - Mar 10-13
	PNWA Summer - Jun 10-12
	PNWA Annual - Oct 7-9
	Tenant Appericiation BBQ - Aug 7
	Scottish Fest - Jun
	Prosser Wine & Art Walk - Jul
	Whiskey Fest - Aug
	Balloon Rally - Sep
	Riverfest - Oct
	Bubbles & Bites - Nov
	Benton City Daze - Sept