



# Port of Whitman County

## Commission Meeting Agenda

March 24, 2022 | 10 a.m. | Colfax, WA

### NOTICE

According to the Office of Washington Governor Jay Inslee, governing bodies may opt to host an in-person public meeting component. Therefore, this meeting will be held by a combination of remote and in-person meeting elements. Participants may join in-person at the Port's office, **302 N. Mill Street, Colfax, WA**, or by Zoom. In accordance with the guidance for "business meetings" in the governor's Miscellaneous Venues document, in-person participants will be required to wear a proper face covering as outlined in: Proclamation 20-25, et seq., Secretary of Health Order 20-03.4, and LNI Publication F414-164-000. The meeting will be available remotely at <https://us02web.zoom.us/j/86590903284>

The call-in number is **1 253 215 8782**. The meeting ID is **865 9090 3284**.

If you join the online meeting, you can use your computer speaker and microphone **OR** call-in.

Online members of the public will be "muted" during the meeting except during public comment periods.

- Changes to/Approval of Agenda
- Public Comment Period
- Consent Agenda: Minutes and Vouchers
- Commissioner and Staff Updates
- Old Business
  - 2022 Snake River Family Festival
  - 10:30 a.m.- Public Hearing- Lot 9, Pullman Industrial Park (PIP), Subdivision 2 -Land surplus/sale
  - Resolution 22-09 – Surplus of Lot 9, PIP Subdivision 2, Pullman, WA
  - 11 a.m.- Public Hearing- 2022 Budget Amendment
  - 2022 Budget Amendment – Resolution 22-07
  - CERB Planning Grant – Resolution 22-10
  - Petrichor Management Contract
  - Pine City/Malden Project
  - Bid Results – Pavement Rehabilitation Project and FAA Construction and Bipartisan Infrastructure Law (BIL) Grants
- New Business
  - 11:30 a.m.- Value Added Agriculture in the Inland Northwest Presentation – Richard French (PKC), Brian Kraft (WSU), Steve Peterson (U of I)



# Port of Whitman County

## Commission Meeting Agenda

March 24, 2022 | 10 a.m. | Colfax, WA

- Wilma Fire Protection Services Contract & Fee Update
- Surplus of Miscellaneous Items
- POWBAC Potential Expansion
- 12 p.m. – Pullman Depot Heritage Center Update
- River System Survey Responses
- Additional Items
- Upcoming Meetings
  - IND Hemp Tour, Great Falls, MT, March 29-30, 2022
  - Washington Public Ports Association Spring Meeting, Stevenson, WA, May 4-6, 2022
  - 2022 Eastern Washington Legislative Tour, Multiple locations, May 15- 17, 2022
- Public Comment Period
- Executive Session
  - Potential Litigation RCW 42.30.110(1)(h)(i)
  - Performance of a Public Employee RCW 42.30.110(1)(g)
- Adjourn

## COMMISSION UPDATE – March 24, 2022

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**Time Sensitive**

### **Subject/Information**

Information on 2022 Snake River Family Festival Planning

### **Background/Overview**

Planning for this year's Snake River Family Festival on June 18, 2022 is underway.

Local musician [Eric E.](#) has been hired as this year's performer. With only an acoustic guitar and a clear tenor voice, he blends and adapts originals, pop, rock, blues, jazz and country to each audience. In 37 years, he has never played the same playlist twice.

Eric E. has performed on prime-time TV in Holland, Denmark and Poland and has shared the stage with acts such as Jay Leno, Styx, The Little River Band, Air Supply, Bobby McFerrin, Dan Seals, Candlebox, Eric Bibb, Phil Keaggy, The Afters, Sanctus Real, Shawn McDonald, DC Talk, Randy Stonehill, Larry Norman, Daryl Mansfield, Larry Howard, Glenn Kaiser, The Violet Burning, Susan Ashton, Bryan Duncan, Bill Mize, The Kry, Annie Herring and many others. With the Chad Bramlet Band, he opened for Jason Aldean, Thomas Rhett, Lonestar, Chris Young and more.

Eric E. came well recommended by the concessionaires at Boyer Park & Marina, where he played two concerts last summer.

Additionally, a local face painter has been hired to provide river-themed face painting art for the duration of the festival. Staff is currently working to procure catering for the festival. Save the date invitations to past exhibitors and special guests, such as legislators, will go out shortly. The festival's [webpage](#) has been updated, and an ad was reserved in Whitman County Gazette's Ag edition.

In tandem with the festival, a children's essay contest is being planned to celebrate Boyer Park's 50<sup>th</sup> anniversary. The writing prompt is "What do you love about Boyer Park & Marina?" The winner will receive a two-night getaway in one of the Boyer Park riverfront cabins and will have the opportunity to read his or her essay at the Snake River Family Festival. The second-place writer will receive a voucher for one pedal boat ride and two bike rentals, and the third-place writer will receive a \$25 gift certificate to the park restaurant and store. The Boyer Park concessionaires would also like to display copies of the winning essays. A press release is planned for this week.

### **Discussion**

None planned.

## COMMISSION UPDATE – March 24, 2022

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Time Sensitive

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**Subject:** 10:30 a.m. Public Hearing- Lot 9, Pullman Industrial Park (PIP), Subdivision 2 -Land surplus/Sale

- Resolution 22-09 – Surplus of Lot 9, PIP Subdivision 2, Pullman, WA

### **Recommended Commission Action**

Hold a public hearing at 10:30 a.m. as advertised with the intent of taking public comment on the surplus and sale of Lot 9, Pullman Industrial Park Subdivision 2.

Once hearing is complete and closed, make a motion to adopt Resolution 22-09, to declare Lot 9, PIP Sub 2, surplus to port needs and authorizing the Port Executive Director to proceed with the sale of the property.

### **Background/Overview**

Port staff presented a site development plan for Lot 9 in the regular meeting of March 3<sup>rd</sup>, 2022, from Patrick Merry of Merry Cellars Winery. The Commissioners reviewed the plan and authorized Port staff to move forward with a public hearing to declare Lot 9 surplus to the Port's needs with an intent to sell the property to DRM Holdings/Merry Cellars.

Draft Resolution 22-09 is attached for review.

### **Discussion**

Discussion will take place as necessary within the confines of the public hearing and then again after the public hearing is closed regarding Resolution 22-09.

### **Action**

Make a motion to adopt Resolution 22-09, to declare Lot 9, PIP Sub 2, surplus to port needs and authorizing the Port Executive Director to proceed with the sale of the property.

RESOLUTION 22-09

The foregoing Resolution of the Port of Whitman County was duly adopted by its Board of Commissioners at its meeting of the 24th day of March, 2022.

WHEREAS, the 2021-2025 PORT COMPREHENSIVE PLAN provides that Port owned real property within the Pullman Industrial Park is available for sale or lease, and

WHEREAS, the Port has received an offer to purchase Lot 9 Subdivision II of the Pullman Industrial Park, and

WHEREAS, a public hearing on the proposed sale of Lot 9 was held on March 24, 2022, following due notice thereof, and

WHEREAS, the Commission hereby finds that Lot 9, Subdivision II of the Pullman Industrial Park is surplus to the Port's needs and hereby confirms that said property is held by the Port for sale or lease,

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE PORT COMMISSION OF THE PORT OF WHITMAN COUNTY AS FOLLOWS:

1. The Executive Director is authorized to sell Lot 9, Subdivision II of the Pullman Industrial Park for a Cash sum of Three Hundred Forty-Five Thousand dollar (\$345,000) less ordinary and reasonable expenses of sale, upon such terms and conditions as the Executive Director in her discretion, deems reasonable or customary, provided said proposed sale is closed on or before June 1, 2022, unless extended by the Commission.

2. The Executive Director is hereby authorized to execute all contracts, and other documents necessary to carry out the authorization herein granted.

DATED AND SIGNED this 24th day of March 2022.

THE PORT OF WHITMAN COUNTY,  
BOARD OF COMMISSIONERS

By \_\_\_\_\_  
KRISTINE A.K. MEYER, President

By \_\_\_\_\_  
KARL WEBBER, Vice President

By \_\_\_\_\_  
TOM KAMMERZELL, Secretary

## COMMISSION UPDATE – March 24, 2022

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Time Sensitive

### **Recommended Commission Action**

Public Hearing for 2022 Budget Amendment at 11 a.m.

A motion to adopt Resolution 22-07 Amending the 2022 Budget

### **Background/Overview**

Attached is Resolution 22-07 for the adoption of the 2022 Budget Amendment. The Public Hearing is scheduled for 11 a.m.

RESOLUTION 22-07

A RESOLUTION OF THE PORT COMMISSION OF THE PORT OF WHITMAN COUNTY AMENDING THE 2022 BUDGET.

WHEREAS, public hearing was held on March 24, 2022, during the regular meeting of the Port Commission of the Port of Whitman County in accordance with R.C.W. 53.35.010-030, and due notice of said hearing having been posted according to law; and

NOW, THEREFORE, BE IT HEREBY RESOLVED AS FOLLOWS, the following has been designated as the Amended Budget for 2022 for the Port of Whitman County:

3,489,166	- OPERATING RECEIPTS
1,333,165	- TAX RECEIPTS
750,000	- DEBT PROCEEDS
5,337,562	- GRANT RECEIPTS
65,000	- NONOPERATING RECEIPTS
<u>6,256,839</u>	- OPERATING RESERVES
<u>17,231,732</u>	TOTAL RESOURCES
1,407,700	- OPERATING EXPENSES
1,564,500	- ADMINISTRATIVE & GENERAL EXPENSES
81,000	- NONOPERATING EXPENSES
13,147,248	- CAPITAL EXPENSES
288,234	- RESERVE FOR LONG TERM DEBT
<u>743,050</u>	- RESERVE FOR OPERATING EXPENSES
<u>17,231,732</u>	TOTAL USES & RESERVES

DATED AND SIGNED this 24<sup>th</sup> day of March, 2022.

THE PORT OF WHITMAN COUNTY,  
BOARD OF COMMISSIONERS

By \_\_\_\_\_  
KRISTINE A.K. MEYER, President

By \_\_\_\_\_  
KARL WEBBER, Vice President

By \_\_\_\_\_  
TOM KAMMERZELL, Secretary

I hereby certify the above and foregoing to be a true and correct copy of the Amended Budget for the year 2022 for the Port of Whitman County.

By \_\_\_\_\_  
TOM KAMMERZELL, Secretary

Resolution No. 22-10

**A RESOLUTION OF THE PORT OF WHITMAN COUNTY WASHINGTON,  
AUTHORIZING SUBMISSION OF AN APPLICATION FOR A COMMUNITY ECONOMIC  
REVITALIZATION BOARD GRANT IN THE AMOUNT UP TO \$50,000 FOR THE  
BIOLOGICAL SYSTEMS AND MECHANICAL AND MATERIALS ENGINEERING TECH  
TRANSFER INCUBATOR BUILDING**

**WHEREAS**, Community Economic Revitalization Board (CERB) funds are available to support feasibility and planning work in furtherance of economic development; and

**WHEREAS**, the Port of Whitman County desires to pursue an objective feasibility study analysis for a mechanical and materials engineering tech transfer incubator building consistent with the purposes of the CERB; and

**WHEREAS**, the CERB Project represents a commitment resources toward enhancing the vitality of the area and expansion of economic and employment opportunities of the Port of Whitman County, together with increased tax revenues; and

**WHEREAS**, in the event the application for CERB funding is approved, and the grant is accepted by the Port of Whitman County, the Port of Whitman County will comply with all applicable federal and state requirements in regard to the environmental impact of the project; and

**WHEREAS**, the project will not result in the transfer/relocation of jobs from one part of the state of Washington to another; and

**WHEREAS**, the matching portion of the grant is a minimum of 20% of the project amount. The Port of Whitman will investigate and evaluate options for joint participation in the matching obligations with the CERB grant; and

**WHEREAS**, the Port of Whitman County finds that an application should be submitted for consideration by CERB and that such submission will promote economic development within the Port of Whitman County.

**NOW, THEREFORE, BE IT RESOLVED** that the Commission of the Port of Whitman County, Washington, as follows:

1. That Kara Riebold, Executive Director, or her designee, is hereby authorized to submit an application to the Community Economic Revitalization Board, for and on behalf of the Port of Whitman County, for CERB funding in the amount up to \$50,000 for the CERB Project; and
2. That Kara Riebold, Executive Director, is hereby further authorized to provide such additional information as may be necessary to secure approval of such application; and
3. That, in the event such application is approved, Kara Riebold, Executive Director, is authorized to enter into an agreement for such funding; and
4. That this Resolution shall be effective upon passage and signatures heron in accordance with law.

PASSED this 24<sup>th</sup> day of March 2022.

**PORT OF WHITMAN COUNTY  
BOARD OF COMMISSIONERS**

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KRISTINE A.K. MEYER, President

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KARL WEBBER, Vice President

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TOM KAMMERZELL, Secretary

## COMMISSION UPDATE – March 24, 2022

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**Time Sensitive**

**Subject/Information**

Discussion and modeling of Petrichor management contract for 2023-2025

**Background/Overview**

Attached is a sample of the Petrichor management contract modeling tool that the Commission has been using to develop the plan for 2023-2025. The Excel version will be used during the meeting for discussion.

Also attached are redlined versions of the current management contracts with Petrichor. They include the changes from the sample model.

The goal of the discussion today is to finalize the draft contracts so they can be presented to Petrichor and its member Ports.

Variables	
Management Payment	\$ -
Management Fee (% of Petrichor revenue or \$300k whichever is greater)	35.0%
revenue Share	
Percentage of first \$500K	15.0%
Percentage of next \$500K	15.0%
Percentage of >\$1M	15.0%
<b>MINIMUM \$10K, MAXIMUM \$100K</b>	<b>\$ 100,000</b>
<b>NET INCOME RUNNING TOTAL (Years 4-6)</b>	
With Petrichor	\$ 4,793,517
Without Petrichor	\$ 4,148,517
<b>Difference</b>	<b>\$ 645,000</b>
Per year for 3 years	\$ 215,000

**Principle 2:** The revenue received from the management of Petrichor must be equal to or greater than the revenue that would be received if the Port was not the manager.

As workload increases, Petrichor needs to cover additional staffing needed.

#### Modeling Net Income Projection with Petrichor Management

	Petrichor's Estimated Revenue					
	2020	2021	2022	2023	2024	2025
Consulting Services	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	0.0% Estimated growth per year
Managed Systems	\$ 178,773	\$ 178,773	\$ 178,773	\$ 178,773	\$ 178,773	0.0% Estimated growth per year
<b>TOTAL</b>	<b>\$ 678,773</b>	<b>\$ 678,773</b>	<b>\$ 678,773</b>	<b>\$ 678,773</b>	<b>\$ 678,773</b>	
<b>POW INCOME</b>						
POW Telecommunications Revenue	\$ 1,257,896	\$ 1,304,256	\$ 1,343,384	\$ 1,370,251	\$ 1,397,656	\$ 1,425,610
Management Payment	\$ 253,905	\$ 289,100	\$ 327,500	\$ -	\$ -	\$ -
Management Fee	\$ -	\$ -	\$ -	\$ 300,000	\$ 300,000	\$ 300,000
One-time payment for Vetro	\$ 25,000	\$ -	\$ -	\$ -	\$ -	\$ -
One-time payment per interlocal	\$ 78,748	\$ -	\$ -	\$ -	\$ -	\$ -
Reimbursement for Vetro fees and other expenses	\$ 3,000	\$ 1,073	\$ -	\$ -	\$ -	\$ -
Value Payment	\$ 157,496	\$ 157,496	\$ 157,496	\$ -	\$ -	\$ -
	\$ 1,776,044	\$ 1,751,925	\$ 1,828,380	\$ 1,670,251	\$ 1,697,656	\$ 1,725,610
Estimated Fiber Lease Revenue	\$ 1,164,885	\$ 1,249,851	\$ 1,287,346	\$ 1,313,093	\$ 1,339,355	\$ 1,366,142
<b>EXPENSES</b>						
Vetro fees and other expenses	\$ 3,000	\$ 515	\$ -	\$ -	\$ -	\$ -
FTE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Revenue Share (15% of Fiber Run Revenue yr. 1-3)	\$ 174,733	\$ 192,987	\$ 193,102	\$ 100,000	\$ 100,000	\$ 100,000
	\$ 177,733	\$ 193,502	\$ 193,102	\$ 100,000	\$ 100,000	\$ 100,000
<b>NET INCOME</b>	<b>\$ 1,598,311</b>	<b>\$ 1,558,423</b>	<b>\$ 1,635,278</b>	<b>\$ 1,570,251</b>	<b>\$ 1,597,656</b>	<b>\$ 1,625,610</b>
<b>NET INCOME RUNNING TOTAL</b>				<b>\$ 1,570,251</b>	<b>\$ 3,167,908</b>	<b>\$ 4,793,517</b>

#### Modeling Net Income Projection without Petrichor Management after 2022

	2020	2021	2022	2023	2024	2025
<b>POW INCOME</b>						
POW Telecommunications Revenue	\$ 1,257,896	\$ 1,304,256	\$ 1,343,384	\$ 1,370,251	\$ 1,397,656	\$ 1,425,610
Management Payment	\$ 253,905	\$ 289,100	\$ 327,500	\$ -	\$ -	\$ -
Management Fee	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
One-time payment for Vetro	\$ 25,000	\$ -	\$ -	\$ -	\$ -	\$ -
One-time payment per interlocal	\$ 78,748	\$ -	\$ -	\$ -	\$ -	\$ -
Reimbursement for Vetro fees	\$ 3,000	\$ 1,073	\$ -	\$ -	\$ -	\$ -
Value Payment	\$ 157,495	\$ 157,496	\$ 157,496	\$ -	\$ -	\$ -
	\$ 1,776,044	\$ 1,751,925	\$ 1,828,380	\$ 1,370,251	\$ 1,397,656	\$ 1,425,610
<b>EXPENSES</b>						
Vetro fees and other expenses	\$ 3,000	\$ 515	\$ -	\$ 15,000	\$ 15,000	\$ 15,000
Revenue Share (15% of Fiber Run Revenue yr. 1-3)	\$ 174,733	\$ 192,987	\$ 193,102	\$ -	\$ -	\$ -
	\$ 177,733	\$ 193,502	\$ 193,102	\$ 15,000	\$ 15,000	\$ 15,000
<b>NET INCOME</b>	<b>\$ 1,598,311</b>	<b>\$ 1,558,423</b>	<b>\$ 1,635,278</b>	<b>\$ 1,355,251</b>	<b>\$ 1,382,656</b>	<b>\$ 1,410,610</b>
<b>NET INCOME RUNNING TOTAL</b>				<b>\$ 1,355,251</b>	<b>\$ 2,737,908</b>	<b>\$ 4,148,517</b>
<b>DIFFERENCE</b>					<b>\$ 645,000</b>	

**SAMPLE**

## **INTERLOCAL AGREEMENT**

**BETWEEN**

**PETRICHOR BROADBAND, LLC**

**a local government-owned Washington limited liability company**

**AND**

**THE PORTS OF BELLINGHAM, KALAMA, PASCO, RIDGEFIELD, AND SKAGIT COUNTY,  
each a Washington Public Port**

**AND**

**THE PORT OF WHITMAN COUNTY,  
a Washington Public Port**

**Dated**

**as of**

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**EFFECTIVE DATE: January 1, 20202023**

**INTERLOCAL AGREEMENT**

**BETWEEN**

**PETRICHOR BROADBAND, LLC**

**AND**

**THE PORTS OF BELLINGHAM, KALAMA, PASCO, RIDGEFIELD, AND SKAGIT COUNTY,  
each a Washington Public Port**

**AND**

**THE PORT OF WHITMAN COUNTY**

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THIS INTERLOCAL AGREEMENT (this "Agreement") is made and entered into effective as of \_\_\_\_\_, by and between PETRICHOR BROADBAND, LLC a local government-owned Washington limited liability company ("PETRICHOR") and the Port of Whitman County, a Washington port district (the "POW") established pursuant to Title 53 RCW (collectively, the "Parties") and the Port of Bellingham, the Port of Kalama, the Port of Pasco, the Port of Ridgefield, and the Port of Skagit County (Collectively the "Other Ports").

**RECITALS**

1. PETRICHOR is a "manager managed" limited liability company whose members are the Ports of Bellingham, Kalama, Pasco, Ridgefield, Skagit County, and Whitman County, each a Washington Port District organized and existing pursuant to Title 53 RCW. The affairs of PETRICHOR are governed by an Interlocal Operating Agreement (the "OA") which is appended hereto. The OA names the POW as the initial manager of PETRICHOR.
2. The Parties recognize that the POW has undertaken the development of, and currently operates, a dark fiber system.
3. The Parties further recognize that to act as Manager of PETRICHOR, will require the POW to devote the time of certain of its employees to the management of PETRICHOR's affairs for which the POW will be entitled to a management fee and which brings value to PETRICHOR for which the POW should be compensated.

4. The Parties are entering into this Agreement under the authority of the Interlocal Cooperation Act, specifically RCW 39.34.030, to arrange for the **Management Services** of **PETRICHOR**'s affairs by the **POW** and **Telecommunications Management** of the **POW's Telecommunications Facilities** and the **Telecommunications Facilities** of others by **PETRICHOR**, consistent with the State of Washington's legislative policy as set forth in RCW 53.08.370.
5. The Parties also recognize: (i) the value of, and will pursue where it is deemed appropriate; (ii) development of state-wide, regional, and local open access dark fiber systems; (iii) a consistent approach to technologies and business models throughout the state, subject to local and regional conditions; and (iv) public-private partnerships that advance the goals and objectives of **PETRICHOR**, its Members, and other port districts.
6. In adopting this Agreement, the Parties hereby also adopt, and agree to, the Recitals and the facts set forth herein.

#### ARTICLE I – DEFINITIONS

1. Incorporation of OA Definitions. The **boldface** terms used in the remainder of this Agreement shall have the meanings set forth in Article I – “Definitions” set forth in the OA (unless otherwise expressly provided herein).
2. Additional Terms. The following terms shall have the meanings set forth below:
  - a. “**Management Services**” shall mean the management functions delegated to the **Manager** in the OA and as subsequently expanded, narrowed, or modified by the **Executive Council** of **PETRICHOR**.
  - b. “**Telecommunications Management**” shall mean the planning, oversight of construction, grant application preparation, and routine operation of **Telecommunications Facilities** provided by Washington Ports or other entities and/or the provision of assistance to such ports or other entities as they undertake such function.
  - c. “**POW**” shall mean the Port of Whitman County, contrary to the OA, Subsection 1.22

## ARTICLE II – COMMITMENTS

### 1. **POW Commitments**. The **POW** commits to:

- a. Perform all management functions delegated to the **Manager** in the OA and as subsequently expanded, narrowed, or modified by the **Executive Council** of **PETRICHOR**. Additionally, the **POW** shall carry out all tasks incidental thereto to assure the efficient operation of **PETRICHOR** and as required by law for an entity owned by Washington port districts.
- b. Utilize **PETRICHOR** for ~~the~~ **Telecommunications Management** pursuant to **PETRICHOR**'s standard **Telecommunications Management** contract, which shall include provisions for a minimum period of three (3) years following the effective date hereof, with payment for the **Telecommunications Management** of **POW**'s Broadband system.
- c. ~~Transfer to **PETRICHOR** immediately upon the effective date hereof of the **POW**'s network management software license.~~
- d. Actively pursue opportunities to work with port districts to plan, develop, and operate on their behalf local port-owned **Telecommunications Facilities**. Such work shall be performed pursuant to written agreements and for such fees as shall be set by the **Manager**.
- e. Investigate and bring to the attention of the **Advisory Committee** opportunities to improve broadband connectivity statewide through facilitating opportunities with private companies or through ~~the~~ construction of physical infrastructure and to pursue such opportunities subject to final approval of the **Executive Council**.
- f. Engage with public and private entities involved in **Telecommunications Services** or operating **Telecommunications Facilities** and stay apprised of technical advances, the economic environment, and governmental policies that affect the business affairs and legal compliance of **PETRICHOR**.
- g. Work with WPPA and governmental officials to develop state policies that support ports' **Telecommunications** efforts.
- h. The **POW** shall be exclusively responsible, and shall hold harmless and indemnify **PETRICHOR**, for payment of the employer's share of all federal and state payroll taxes and assessments, all benefits and PTO accruals for its employees, the withholding and payment of federal taxes for its employees and filing of all employer federal and state employment documentation, and tax forms.

**Commented [BS1]:** Modify the standard 15% Revenue Share for Fiber System Management to 15% up to a maximum payment of \$100,000.

**Commented [BS2]:** Completed with original agreement

~~h.~~ Carry out all the foregoing commitments in a highly professional, prompt, and diligent manner and in full compliance with law, particularly all applicable provisions contained in Chapters 53.08, 39.34, 42.20, 42.23, 42.30, and 42.56 RCW.

2. **PETRICHOR Commitments.** PETRICHOR Commits to:

- a. Keep the **Manager** informed as to the pertinent business information of PETRICHOR to enable the **Manager** to carry out its commitments.
- b. Provide staff for, and fully participate in, the **Advisory Committee** and the **Executive Council** and carry out the duties of each in a timely manner to support the efforts of the **Manager**.
- c. ~~Reimburse~~ ~~Provide to the POW a management fee the POW~~ in an amount equal to ~~three quarters (3/4) of the following: full salary, employer's share of all Federal and State payroll taxes and assessments, and cost of benefits (e.g., insurance, retirement, and as used paid time off)~~ for the following ~~POW~~ employees who shall conduct the ~~POW's~~ commitments: Executive Director and Chief Operations Officer, thirty-five percent (35%) of the Gross Operations Revenue of Petrichor or ~~Three Hundred Thousand and no/100 Dollars (\$300,000.00)~~ annually, whichever is greater. Gross Operations Revenue is revenue received from Consulting Services, Design Services, and Managed Systems Services. ~~The POW will invoice PETRICHOR monthly calculated on the revenue received by PETRICHOR in the previous month. An invoice may be issued in January of each year with final annual adjustments for the previous calendar year. Such reimbursement~~ ~~The management fee~~ shall be paid within thirty (30) days of invoice.

### ARTICLE III – GENERAL PROVISIONS

1. **Commencement, Term and Termination.**

- a. Commencement. This Agreement shall commence on January 1, ~~2020-2023~~ (the "Effective Date").
- b. Term. The term of this Agreement shall be three (3) years and shall renew for successive three-year periods unless any Party provides notice no less than one hundred eighty (180) days prior to the end of any term of its intention to terminate the agreement at the end of the then-current term.
- c. Termination.

- i. The foregoing notwithstanding, either Party may terminate this Agreement based on material breach of the Agreement, which breach goes uncured or for which a reason cure has not commenced with thirty days of notice of the breach given to the putatively breaching party.
- ii. After the third anniversary of the Effective Date, either party may terminate this Agreement for convenience upon one hundred eighty (180) days' notice to the other Party.

2. Administration: The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for the administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change shall notify the other party:

The **POW**'s representative shall be \_\_\_\_\_.

**PETRICHOR**'s representative shall be \_\_\_\_\_.

Notices and communications between the parties pursuant hereto shall be addressed as follows:

**TO THE POW:**

**TO PETRICHOR:**

Its: \_\_\_\_\_: Executive Director

Its: \_\_\_\_\_

Address—302 N Mill Street

Address

Address WA 9—Colfax, WA 99111

Address WA 9 \_\_\_\_\_

Telephone(509) 397-3791

Telephone

Email[executivedirector@portwhitman.com](mailto:executivedirector@portwhitman.com)

Email

Any notice addressed to the postal address of the recipient, as set forth above, shall be deemed delivered and received the third day thereafter, any email message shall be deemed delivered upon transmission. The parties shall be deemed to have received such notices at the addresses and telephone numbers listed above, unless the party(ies) shall have given written notice to the other party of any change(s).

3. Non-Entity Status and Assets. There shall be no separate entity created hereby and no ownership of real, personal, or intangible property of other assets of any kind.
4. Mutual Indemnity.
  - a. The **POW** shall indemnify **PETRICHOR** for any claim of loss by a third party for personal injury or property damage to the extent such loss resulted from an act

or omission of the **POW**, its employees or its agent. Such indemnity obligation includes the amount of any judgment in favor of such a third party and the cost of defense of any claim, including attorney fees.

- b. **PETRICHOR** shall indemnify the **POW** for any claim of loss by a third party for personal injury or property damage to the extent such loss resulted from an act or omission of **PETRICHOR**, its employees or its agent. Such indemnity obligation includes the amount of any judgment in favor of such a third party and the cost of defense of any claim/ including attorney fees.
- c. Each party shall, upon learning of any third-party claim or potential third-party claim, give written notice of such claim or potential claim to the other party.
- d. No party shall admit liability of the other party nor settle or compromise any claim in a manner requiring contribution from or imposing liability on the other party without the other party's prior written approval.
- e. No Party shall assume or incur any liability solely by virtue of entering into this Agreement.

5. **Relationship of Parties.** The OA notwithstanding, the Parties are not acting as partners or as joint venturers under the terms of this Agreement. Neither party assumes the liabilities of the other party related to the activities contemplated hereby. This Agreement shall not be construed to confer any benefit on any person or entity not a party hereto.
6. **Integration/Amendment.** This Agreement constitutes the entire understanding between the parties and any oral agreements or representations shall be disregarded. Any amendments to this Agreement shall become effective only upon mutual written agreement of the parties.
7. **Interpretation.** No inference or presumption shall be drawn if a Party or its attorney prepared and/or drafted this Agreement; it shall be conclusively presumed that the Parties participated equally in its preparation and/or drafting. Each Party was represented by counsel in the preparation of this Agreement. Should any provision of this Agreement be held by a court to be invalid or unenforceable, the other provisions shall remain in full force and effect.
8. **Force Majeure.** If either Party is rendered unable, wholly or in part, by force majeure or any other cause of any kind not reasonably within its control to perform or comply with any obligation or condition of this Agreement upon giving written notice to the other Party, such obligation or condition shall be suspended during the continuance of the inability so caused and such Party shall be relieved of any liability during such period. The term force majeure shall include, without limitation by the following enumeration, acts of God, federal, state, county/ or municipal orders, regulations or directives of any

governmental authority or persons purporting to act therefore, or when the supply of product or any facility of production, manufacture/storage, transportation, distribution or delivery contemplated by either party is prevented or delayed by terrorist or enemy attack, riots, other disturbances, earthquakes, hurricanes, strikes/ or lookouts of any class of workers, or stoppage of labor, or damage to piers or essential equipment, floods, fire, explosion, or destruction from any cause of any character either similar or dissimilar to the foregoing and reasonably beyond the control of the Party failing to perform.

9. Signing/Recording. This Agreement may be executed in counterparts and shall be posted by both Parties on each party's respective website or recorded with the County Auditor in the county in which is a Party's principal place of business.

**Commented [BS3]:** Question to legal counsel- Do we need this?

10. Dispute Resolution. In the event of a dispute between PETRICHOR and POW regarding the rights, duties, or liabilities of the parties under this Agreement, or the delivery of services under this Agreement, the Port Commissioners and PETRICHOR Executive Council shall designate representatives who shall review such dispute and discuss options for resolution

If any dispute, controversy, or claim arising out of or relating to this Agreement or the alleged breach of such Agreement cannot be resolved by the parties, such dispute shall be submitted to binding arbitration in accordance with the rules and procedures of the Commercial Rules and Expedited Procedures of the American Arbitration Association/ with appeal limited to that set forth in Chapter 7.04 RCW. The judgment or award rendered by the arbitrator may be entered and enforced in Whitman County Superior Court.

In any arbitration or suit to compel arbitration or to enforce an arbitrator's award, the prevailing party shall receive an award of its reasonable attorney fees and costs/ including those incurred on appeal.

**THIS AGREEMENT, HAVING BEEN APPROVED BY THE COMMISSIONERS OF THE PORT OF WHITMAN COUNTY AND THE PETRICHOR BROADBAND, LLC EXECUTIVE COUNCIL, IS EXECUTED BY THE PARTIES AS FOLLOWS:**

**PETRICHOR**

By: \_\_\_\_\_

NAME, Chair  
Petrichor Broadband, LLC Executive Council

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
NAME, Secretary,  
Petrichor Broadband, LLC Executive Council

**PORT OF WHITMAN COUNTY**

By: \_\_\_\_\_

\_\_\_\_\_  
Commission President

Date: \_\_\_\_\_

Appendix: PETRICHOR BROADBAND, LLC *Interlocal Operating Agreement*

## **INTERLOCAL COOPERATION AGREEMENT FOR TELECOMMUNICATION SERVICES**

THIS INTERLOCAL COOPERATION AGREEMENT ("this AGREEMENT") entered into by PETRICHOR BROADBAND, LLC, a Washington interlocal limited liability company permitted by RCW 39.34.030, (hereinafter "PETRICHOR"), and the PORT OF WHITMAN COUNTY, a municipal corporation of the State of Washington, (hereinafter the "PORT").

### **RECITALS**

WHEREAS, PETRICHOR is a Washington interlocal limited liability company consisting of the following Ports as members: Port of Bellingham, Port of Kalama, Port of Pasco, Port of Ridgefield, Port of Skagit County, and Port of Whitman County; and

WHEREAS, the Port of Whitman County is the named Manager for PETRICHOR; and

WHEREAS, PETRICHOR contracts with public and private entities for the planning, development and operation of local and regional telecommunication facilities; and

WHEREAS, the PORT owns and operates telecommunication infrastructure ("the Facilities"), within and without its district for its own use and to provide wholesale telecommunication services within Whitman County; and

WHEREAS, the PORT has a fiber optic telecommunication network, which is the subject matter of this agreement (herein the "Port of Whitman Network"); and

WHEREAS, this Agreement provides for certain services to be provided by PETRICHOR to the PORT in exchange for fees and revenue sharing as set forth below and the mutual benefits to be derived;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Management, Services and Expenses:

a. PETRICHOR shall provide the following services for the Facilities which are subject to the revenue sharing provisions of this Agreement:

- (1) Fiber and facility mapping, including cut sheet documentation;
- (2) One-Call management services;
- (3) \_\_\_\_\_ Will or \_\_\_\_\_ will not contract for locate services in accordance with standards in the industry;
- (4) Emergency restoration management in accordance with standards in the industry;
- (5) Review of construction design; and
- (6) Oversight of Network Operations Center (NOC) contracted services.

PETRICHOR may contract with third parties for the services to be provided.

b. PORT shall provide the following services for the Facilities which are subject to the revenue sharing provisions of this Agreement:

- (1) Administration of billing and collection;
- (2) Collection and remittance of applicable leasehold tax ~~and retail sales taxes~~ taxes directed by the State of Washington and franchise fees; and
- (3) Provide financial reports displaying monthly invoiced amounts by customer.

c. Expenses for the Facilities subject to the Revenue Sharing provisions of this Agreement will be allocated as follows:

- (1) Fiber and facility mapping, including cut sheet documentation will be provided by PETRICHOR;
- (2) One-call and locate services expenses shall be paid by the PORT;
- (3) Emergency restoration service charges and expenses shall be paid by the PORT;

(4) Administration, billing, and collection will be provided by the PORT; and

(5) NOC contracted services will be overseen by PETRICHOR and expenses shall be paid by the PORT.

2. Revenue Sharing and Fees:

All revenue derived from the PORT Facilities shall belong to the PORT and payment therefrom shall be as follows:

a. Commencing January 1, 20202023, payment for services will be on a revenue share basis whereby PETRICHOR will receive fifteen percent (15%) of monthly revenue, ~~or Ten Thousand and no/100ths Dollars (\$10,000.00) per year, whichever is greater,~~ derived from the Facilities. The monthly revenue share is ~~payable within thirty (30) days of month end~~ month-end. The minimum revenue share paid by the PORT to PETRICHOR will be Ten Thousand and no/100ths Dollars (\$10,000.00) per year. The maximum revenue share paid by the PORT to PETRICHOR will be One Hundred Thousand and no/100ths Dollars (\$100,000.00) per year. If at the end of the year, the total revenue paid to PETRICHOR is less than Ten Thousand and no/100ths Dollars (\$10,000.00), the PORT shall pay the difference between the revenue paid and Ten Thousand and no/100ths Dollars (\$10,000.00) within thirty (30) days.

b. The term "Revenue" as used in the Revenue Sharing provisions of this Agreement shall mean the gross amount invoiced/derived from the wholesale lease or grant of use of fiber optic lines. Non-reoccurring fees, fees for power charges, co-location fees, leasehold taxes, and franchise fees, shall not be considered Revenue for purposes of Revenue Sharing.

3. Leases and Contracts:

a. This Agreement shall apply to the wholesale lease or grant of use of the PORT's Facilities.

b. Lease, contracts, and agreements, to which this Agreement applies, shall be leases, contracts, and agreements of the PORT. Said leases, contracts, and agreements shall conform to and be

consistent with the Master Service Agreement attached as EXHIBIT "A," or such other agreement as mutually agreed upon by PETRICHOR and the PORT.

c. No lease or contract subject to this Agreement shall extend beyond a period of twenty years from the date of execution, except as expressly authorized in writing by both parties. The Revenue from any leases, contracts, or agreements made during the term hereof and subject to this Agreement that have a termination date extending beyond the termination of this Agreement shall, belong to the PORT.

d. All rates, fees and charges for the use the Facilities shall be as mutually agreed upon with the goal of meeting each entity's revenue expectations. The initial rate structure is set forth in EXHIBIT "B".

e. Nothing herein shall be deemed to require the PORT to enter any lease, contract, or agreement for the use of its telecommunication lines or facilities.

f. Nothing herein shall prohibit the PORT from charging non-reoccurring fees for construction, relocation, or capital improvements to its Facilities, which fees shall not be considered Revenue, but will belong to the PORT.

4. Taxes, Fees and Assessments: The collection and payment of all taxes, fees, and assessments shall remain the responsibility of the PORT.

5. Term: The term of this Agreement shall begin January 1, 20202023, and terminate on the 31st day of December 2022—2025 (the "Initial Term"). Upon expiration of the Initial Term, this Lease shall automatically and successively renew for additional terms of one (1) year each, unless either party notifies the other in writing of its intent to terminate this Lease by giving one hundred eighty (180) days' notice prior to the end of the Initial Term, or any renewal thereof.

6. Development of Additional Facilities: It is understood and agreed that the PORT may wish to add to or expand its telecommunication fiber system, and nothing herein shall be deemed or considered as a

restriction or prohibition on future development. However, any subsequent Interlocal Agreements which result in the management of additional fiber not owned by the PORT will require PETRICHOR's written consent.

7. Ownership on Termination: Upon termination of this Agreement and its non-renewal, all lines and facilities within the **Port of Whitman Network** shall remain the sole property of the PORT.

8. Relocation: In the event relocation of the Facilities which are subject to the Revenue Sharing provision of this Agreement is necessary, relocation costs and expenses shall be the sole responsibility of the PORT.

9. Annual Meeting: The PORT and PETRICHOR shall meet annually in the month of \_\_\_\_\_ at a date, time and location mutually agreeable to discuss financial reports, planning and budgeting.

IN WITNESS WHEREOF, the parties enter into this Agreement the \_\_\_\_\_ day of \_\_\_\_\_, 20202022, and the undersigned represent that he or she is authorized to sign this Agreement.

PETRICHOR BROADBAND, LLC, a  
municipal Washington interlocal  
limited liability company:

PORT OF WHITMAN COUNTY, a  
municipal corporation of  
Washington

By \_\_\_\_\_  
NAME, Manager

By \_\_\_\_\_  
NAME, Executive Director

## COMMISSION UPDATE – March 24, 2022

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Time Sensitive 

**Subject:** Bid Results – Port of Whitman Business Air Center (POWBAC) Pavement Rehabilitation Project and FAA Construction and Bipartisan Infrastructure Law (BIL) Grants

### Action:

Make a motion to authorize Port staff to apply for an FAA and BIL Grant and accept FAA and BIL grant funding for the 2022 POWBAC Pavement Rehabilitation Project.

Make a motion to authorize port staff to move forward with an award and contract with Road Products, Inc. for the POWBAC Pavement Rehabilitation project once the bid documents are reviewed and approved by the FAA.

### Background/Overview

Two bids were received on March 14, 2022, for the Pavement Rehabilitation Project at POWBAC. The bid tabulation for the project is attached and the apparent low bidder is Road Products, Inc. of Spokane, WA. This project will commence in later summer/early fall of 2022.

The current FAA AIP funds available combined with the BIL Grant funds will cover both the construction and engineering services for the construction project. Currently, the grant and match is based upon a 90% FAA and 10% Port.

A WSDOT grant will also be submitted in the spring of 2022 which may decrease the Port match by 5%. WSDOT has not yet announced timing on their grant round for 2022. Port staff will come back to the Commission for approvals for this grant at a later date.

### Discussion

Discuss and make a motion to authorize Port staff to apply for an FAA and BIL Grant and accept FAA and BIL grant funding for the 2022 POWBAC Pavement Rehabilitation Project

Discuss and make a motion to authorize port staff to move forward with an award and contract with Road Products, Inc. for the POWBAC Pavement Rehabilitation project once the bid documents are reviewed and approved by the FAA.



## BID TABULATION

**PART OF WHITMAN COUNTY BUSINESS AIR CENTER (S94)  
PAVEMENT REHABILITATION  
AIP #3-53-0015-013-2021**

BIDS OPENED: 3/15/2022

## COMMISSION UPDATE – March 24, 2022

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**Time Sensitive**

**Subject:** Wilma Fire Protection Services Contract & Fee Update

### Background/Overview

Port staff has been working with the Clarkston Fire Department on a new Fire Protection services contract for Wilma since fall of 2021. After an in-person meeting with port staff in Clarkston in January of 2022, Chief White, the new Clarkston Fire Chief, sent a draft contract and a proposed fee increase to \$25,000 annually, a 150% increase over the previous fee of \$10,000 per year. He based this increase upon his belief that the contract had been undervalued for years, that city administrative staff had never seen the previous contracts (Mayor had signed the contract in 2018) and that an increase was necessary.

Port staff arranged a meeting between the Clarkston Fire Chief, Clarkston Mayor and Wilma tenants to discuss the Fire Protection Services Contract and the increased fee. Wilma tenants responded that they were willing to pay for more for fire response and requested that any increase be reasonable. Chief White then met with the Mayor and based upon that conversation and the personal property tax value of the tenants at Wilma, he increased that annual fee amount to \$76,144 annually, a 661% increase (See the attached spreadsheet). Also, the contract will increase automatically by 3% per year over its three-year term.

Note that this fee will be divided 19 ways based upon property tax value and other factors such as fire risk with the largest tenants taking the biggest share of the fee. A tenant previously paying \$2,000 per year would now pay \$15,220 per year or \$1,268 per month for fire response at the Port of Wilma. A smaller tenant paying \$200 per year would now pay \$1,552 per year or \$129 per month. Note that no EMS fees or hourly fees would be incurred on top of this annual fee except in the case of a mutual aid response. The main benefit of this contract is prompt fire/emergency response as the closest Whitman County Fire District is in Colton with an hour response time.

Port staff emailed the tenants with the following options.

- 1) Re-sign with the City of Clarkston at a rate of \$76,144 per year
- 2) Issue an RFP for Fire Protection Services to all Fire Departments in the Lewis Clark Valley and see what comes back.

The majority responded they would prefer an RFP for Fire Protection Services be issued to the two other Fire Departments in the Lewis Clark Valley.

An RFP has been developed to send to the other two Fire Departments in the valley. Port staff should know more regarding interest in this RFP before Thursday.

### Discussion

Discuss the Fire Protection Services contract terms and potential approaches to further assist the tenants at Wilma obtain a prompt fire response.

## PORT OF WILMA FIRE & EMS ASSESSMENT FEES (TAXABLE VALUE)

BUSINESS NAME	ID#	TAXABLE VALUE	FIRE MILAGE		EMS MILAGE	
			RATE PER \$1000		RATE PER \$1000	
Columbia Grain International	444200009732840	\$ 465,970.00		1.2	0.5	\$ 792.15
Columbia Grain International	444200009732841	\$ 3,181,425.00		1.2	0.5	\$ 5,408.42
Clearwater Fiber, LLC	444200009730920	\$ 4,092,395.00		1.2	0.5	\$ 6,957.07
Bennett Lumber Products	444200009730250	\$ 8,056,985.00		1.2	0.5	\$ 13,696.87
Ferrellgas	444200009732008	\$ 17,593.00		1.2	0.5	\$ 29.91
Quality Concrete Products	444200009730870	\$ 15,605.00		1.2	0.5	\$ 26.53
Clearwater Propane	444200009742007	\$ 211,475.00		1.2	0.5	\$ 359.51
Urban Wood Recyclers	444200009732015	\$ 35,511.00		1.2	0.5	\$ 60.37
Clearwater Tech (Disposal)	444200009732016	\$ 153,344.00		1.2	0.5	\$ 260.68
United Cargo Services, Inc	444200009733980	\$ 997,704.00		1.2	0.5	\$ 1,696.10
Leading Edge Aviation	200004611191904	\$ 209,770.00		1.2	0.5	\$ 356.61
McGregor Company	444200009732014	\$ 8,694,335.00		1.2	0.5	\$ 14,780.37
CHS Inc, DBA Primeland Cooperatives	444200009732017	\$ 15,721,938.00		1.2	0.5	\$ 26,727.29
Heuett Properties, LLC	444200009722017	\$ 200,000.00		1.2	0.5	\$ 340.00
Tidewater Terminal (Subleasing to CHS)	444200009733840	\$ 2,130,661.00		1.2	0.5	\$ 3,622.12
Sundial Marine Tug and Barge Works (Subleasing to CHS)	444200009731251	\$ 199,852.00		1.2	0.5	\$ 339.75
Ardent Mills, LLC	444200009742015	\$ 75,765.00		1.2	0.5	\$ 128.80
Frostad, Martin/Jacqueline 1847 Wilma Dr.	444200009722018	\$ 185,000.00		1.2	0.5	\$ 314.50
Craig Mountain Excavation LLC	444200009722020	\$ 145,697.00		1.2	0.5	\$ 247.68
		\$ 44,791,025.00	\$ 53,749.23	\$ 22,395.51	\$ 76,144.74	

## COMMISSION UPDATE – March 3, 2022

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**Time Sensitive**

**Subject/Information**

Surplus of miscellaneous items and supplies

**Background/Overview**

The authority granted to the port executive director (ED) authorizes the sale or conveyance of surplus personal property of the port pursuant to the requirements of RCW 53.08.090-.092.

Per RCW 53.08.090, prior to any such sale or conveyance, the managing official shall itemize and list the property to be sold or conveyed and make a written certification to the commission that the listed property is no longer needed for district purposes.

Attached is the certified list of items to be conveyed as surplus.

The items will be sold or disposed of as appropriate.

**Port of Whitman County  
302 N. Mill St.  
Colfax, WA 99111  
509-397-3791**

## Surplus Log

Per RCW 53.08.090, I certify the property listed above is no longer needed for Port of Whitman County purposes.

Signed:

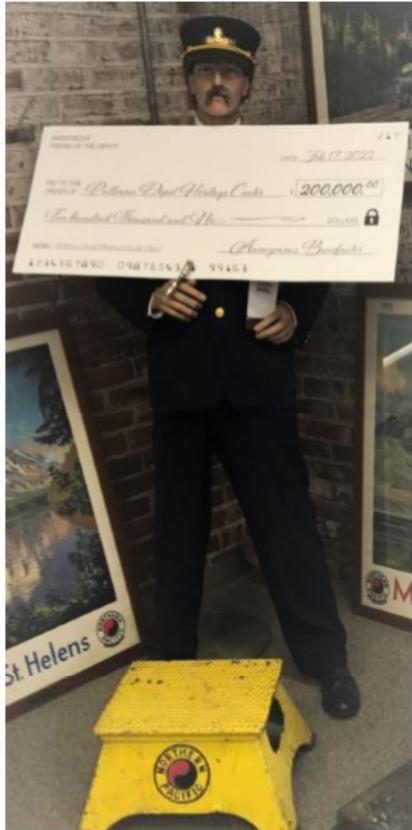
Kara Riebold

Date: 3/17/2022

## Moving Down the Line

### By the Numbers

Donors	218
Monetary Donations to Date	\$907,699.39
Gifts in Kind	\$18,651.21
Donated Professional Services	\$45,191.00
Grants	\$19,275.00
Pledged & Estate Gifts	\$100,000.00
Capital Heritage Grant	\$265,740.00
<i>Port of Whitman</i>	<u>\$50,000.00</u>
<b>TOTALS 2018—Present</b>	<b>\$1,406,556.60</b>



VISITORS	
2019	1434
2020 (COVID)	441
2021 (COVID)	220

### Volunteers

*Time provided by volunteers is credited at \$25 per hour in local matches necessary to for Washington Heritage Grants.*

**2020 (144 hours) \$35,350.00**

**2021 (169 hours) \$49,225.00**

**TOTAL VALUE: \$84,575.00**

## COMMISSION UPDATE – March 24, 2022

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Time Sensitive

### Subject/Information

River System Survey Responses

### Background/Overview

Port staff contacted all on-water Port tenants at the Port of Wilma, Port of Almota and Port of Central Ferry inviting them to take a survey regarding the Columbia-Snake River System. The purpose was to inform the Port's advocacy efforts in regional conversations about the lower Snake River dams. All were emailed twice, and Port staff made follow-up call reminders to the tenants that barge goods on the river system.

Responses were received from Helena Agri Enterprises, Columbia Grain International, Tidewater Transportation and Terminals, Wilbur Ellis Co. LLC, Almota Elevator Co., Quality Concrete Products, Urban Wood, The McGregor Company and Pomeroy Grain Growers.

Just two had been contacted by Kramer Consulting or Ross Strategic, the consultants hired by Governor Inslee and Senator Murray to study Snake River dam breaching. Those two are Pacific Northwest Waterways Association (PNWA) members. PNWA proactively reached out to the consultants requesting meetings with their members; without this connection, it is highly doubtful any of our tenants would have been contacted.

Governor Jay Inslee commissioned a joint federal-state study to "determine whether there are reasonable means for replacing the benefits provided by the lower Snake River dams." Has your business been contacted by Kramer Consulting and/or Ross Strategic for this study?

9 out of 9 answered



About 55% of the respondents currently move goods by barge on the Snake River, but all stated Snake River dam breaching would adversely impact their businesses.

Snake River dam breaching would be perhaps most detrimental to tenants at the Port of Almota, where no alternative mode of transportation is feasible. The loss of barge transport would bankrupt Almota Elevator Company, according to General Manager Dan Hart. He wrote, "Without barge transport, our company would cease to exist. There is no economically feasible alternative due to our facility location. Rail is located immediately adjacent to our facility. However, that location at the bottom of a windy river grade

## COMMISSION UPDATE – March 24, 2022

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road would push all inbound truck shipments to much easier and cheaper rail heads. Because of the extreme costs of construction of grain handling facilities, it would be prohibitive and extremely risky to try to build a new turn-key facility at a rail site located elsewhere. Our river grain facility would cost somewhere in the neighborhood of \$50,000,000.00 to build today.”

Pomeroy Grain Growers, a tenant of the Port of Central Ferry, provided a similar outlook.

“Dam breaching would be detrimental. We likely would not be able to stay in business on our own,” wrote Derek Teal, CEO of Pomeroy Grain Growers. “Shipping costs to not only us but the regional growers would also be detrimental to operations. All of our current infrastructure would be rendered useless for shipping. The investment needed to adapt is far more than we could ever recover. Pomeroy Grain Growers, a 92-year-old company, would not exist as it does today.”

Of course, barge operators, such as Tidewater, would see their businesses made obsolete in our region.

“[Snake River dam breaching] would completely eradicate Tidewater's barge operations on the Snake River,” wrote Jennifer Riddle, Corporate Communications and Marketing Manager for Tidewater Transportation and Terminals. “If the conditions on the Columbia River change significantly due to breaching, it could cease our barge operations on the CSRS entirely.” Riddle also wrote, “Breaching could potentially put Tidewater and other river operators out of business entirely.”

Two respondents stated they would be forced to relocate their facilities off port sites.

  **If the Snake River dams were breached, would you relocate your facility off our Port site?**

9 out of 9 people answered this question

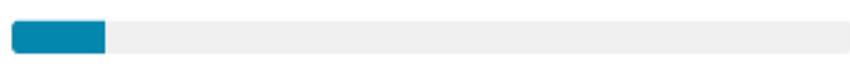
**No** 2 resp. 44.4%



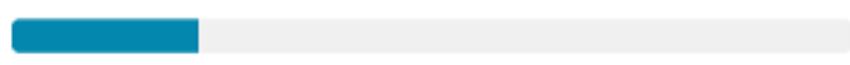
**Yes** 2 resp. 22.2%



**Don't know** 1 resp. 11.1%



**Other** 2 resp. 22.2%



## COMMISSION UPDATE – March 24, 2022

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The McGregor Company would need to relocate its Port of Wilma facility to somewhere in the Inland Northwest near better road and rail capacity, as “it would be impractical to ship down the river canyon by truck and the rail service is inadequate.” Additionally, Helena Agri Enterprises indicated it would need to relocate its facility from Port of Central Ferry.

Responses to the question, “What road and rail infrastructure would your business need to accommodate the loss of barge?” identified several priority highways and rail lines. Columbia Grain identified Highways 12, 261 and 124; GRNW, UP and BNSF rail lines and repairs to Central Ferry bridge as priorities. The McGregor Company identified UP, Watco, WSDOT’s PCC and GRNW rail lines and Highways 12, 26, 127, 128, 193 and 395. The company also stated additional rail infrastructure would be needed. Pomeroy Grain Growers would require an approximately \$50 million rail facility with, “at bare minimum” 1 million bushels of storage capacity and at least two miles of track siding to ship at the same capacity. To ship via truck over road, the company would need 60 trucks to remain operational at harvest. Likewise, Almota Elevator Company reiterated its need for \$50 million turnkey rail facility and an “unknown huge investment in short-line rail improvements and an unknown huge investment in main-line rail capacity to the Port-Vancouver area.”

Respondents named several other concerns with potential dam breaching, aside from the loss of barge. Jim Blinzler, the owner of Quality Concrete Products, raised concerns with dam breaching reducing attractiveness of the area, thereby reducing area construction and his business’s electricity needs for the manufacturing and curing processes. Urban Wood and Almota Elevator Company also expressed concern with eliminating the hydropower produced by the four lower Snake River dams and its impact on the grid.

Port staff will utilize these survey results in the next focus group session with Kramer Consulting and Ross Strategic, the consultants hired by Governor Inslee and Senator Murray to study Snake River dam breaching. In addition, Port staff wrote a letter to Senator Murray summarizing these results. Please see the documentation attached.

### **Discussion**

Discuss the survey results and review the Senator Murray draft letter. Provide any feedback to staff.



302 N. Mill Street  
Colfax, WA  
T/ 509-397-3791  
F/ 509-397-4758  
[www.portwhitman.com](http://www.portwhitman.com)

March X, 2022

The Honorable Patty Murray  
The United States Senate  
154 Russell Senate Office Building  
Washington, D.C. 20510

Dear Senator Patty Murray:

Thank you for meeting with the Port of Whitman County and our fellow members of Pacific Northwest Waterways Association (PNWA) at the association's annual Mission to Washington March 17. We appreciated hearing about your priorities in the Legislature, including the currently in-progress joint federal-state study on the lower Snake River dams. Port Commissioner Tom Kammerzell and several Port staff recently participated in a focus group with the study's consultant, Ross Strategic and Kramer Consulting, along with a consortium of other ports and navigation interests. We greatly appreciated the opportunity to share the impacts of potential dam breaching on our three on-water ports and Boyer Park & Marina, the only public marina in Whitman County. The questions and concepts posed by your consultants encouraged us to conduct additional study ahead of our next scheduled focus group session April 19. Therefore, we surveyed our tenants at the Ports of Wilma, Almota and Central Ferry to ask how their operations would be impacted and what infrastructure they would require under a dam breaching scenario. The results were illuminating, and we hope these businesses' perspectives will help inform the joint federal-state process. Below are the takeaways from our survey.

- **55% barge at least some goods on the Snake River, but 100% stated their businesses would be adversely impacted by Snake River dam breaching.** Tenants ranging from concrete manufacturers to grain elevators reported their businesses would suffer from the loss of clean, affordable hydropower, the unsightliness of the Lewiston-Clarkston area post dam breaching, farmers' increased freight costs, the need to relocate facilities and more. The impacts extend beyond the loss of barging.
- **Several survey respondents reported their businesses would go bankrupt or be at risk of bankruptcy.** Almota Elevator Company, a grain terminal at the Port of Almota that has been in business since 1919, would go bankrupt if the lower Snake River dams were breached, according to General Manager Dan Hart. "Without barge transport, our company would cease to exist. There is no economically feasible alternative due to our facility location," Hart wrote. "Rail is located immediately adjacent to our facility. However, that location at the bottom of a windy river grade road would push all inbound truck shipments to much easier and cheaper rail heads. Because of the extreme costs of construction of grain handling facilities, it would be prohibitive and extremely risky to try to build a new turn-key facility at a rail site located elsewhere. Our river grain facility would cost somewhere in the neighborhood of \$50,000,000.00 to build today." Pomeroy Grain Growers, a tenant of the Port of Central Ferry, provided a similar outlook. "Dam breaching would be detrimental. We likely would not be able to stay in business on our own," wrote Derek Teal, CEO of Pomeroy Grain Growers. "Shipping costs to not only us but the regional growers would also be detrimental to operations. All of our current infrastructure would be rendered useless for shipping. The investment needed to adapt is far more than we could ever recover. Pomeroy Grain Growers, a



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[www.portwhitman.com](http://www.portwhitman.com)

92-year-old company, would not exist as it does today." Jennifer Riddle, Corporate Communications and Marketing Manager for Tidewater Transportation and Terminals, stated, "Breaching could potentially put Tidewater and other river operators out of business entirely."

- **Businesses cited the need for sizable investments in road and rail infrastructure.** Priority highways named by survey respondents include Highways 12, 26, 124, 127, 128, 193, 261 and 395. Priority rail lines named by respondents include GRNW, UP, BNSF, Watco and WSDOT's PCC. Many respondents stated additional rail infrastructure would be needed. Pomeroy Grain Growers stated it would require an approximately \$50 million rail facility with, "at bare minimum" 1 million bushels of storage capacity and at least two miles of track siding to ship at the same capacity. To ship via truck over road, the company would need 60 trucks to remain operational at harvest. Almota Elevator Company also stated it would need a \$50 million turn-key rail facility and an "unknown huge investment in short-line rail improvements and an unknown huge investment in main-line rail capacity to the Port-Vancouver area."
- **77% had not yet been contacted by Kramer Consulting and/or Ross Strategic for their perspectives as stakeholders.** The tenants that reported being contacted are PNWA members, who were invited to the focus group in that capacity after PNWA proactively requested a meeting with the consultants. Unfortunately, it is unlikely they would have been contacted otherwise. This was after our Port staff followed up on the focus group session to provide contact information for our on-water tenants February 7. This lack of engagement is alarming considering your intent for the study as expressed in a joint statement with Governor Inslee in October 2021: "We intend to consult with individuals and groups with a wide range of views on the question of dam breaching to ensure the needs of the entire region are addressed."

We hope the study will thoroughly examine the infrastructure costs that would be needed to keep our Whitman County businesses at the same level of competitiveness today. We would also implore Kramer Consulting and Ross Strategic to consider the impact of dam breaching on Boyer Park & Marina, the only public marina in Whitman County. If the Snake River dams were breached, the park would lose its marina, and with it, much of its recreational value. This would represent a loss of nearly \$6 million of investment in replacing and repairing the docks, a project that is currently underway and received broad support from park users and over \$1 million of state funds for both planning and construction.

We look forward to reading and commenting on the study draft in May. Thank you for considering all perspectives as you move through the joint federal-state process. The Port applauds your dedication to salmon recovery and support of recent salmon investments, including \$89 million to support the Puget Sound Geographic Program, \$172 million for NOAA's Pacific Coastal Salmon Recovery Fund and \$34 million in EPA grants for state, local, Tribal and federal partners' Puget Sound recovery efforts.

Sincerely,

A handwritten signature in blue ink, appearing to read "Karl Webber".

Karl Webber  
District 1

A handwritten signature in blue ink, appearing to read "Kristine Meyer".

Kristine Meyer  
District 2

A handwritten signature in blue ink, appearing to read "Tom Kammerzell".

Tom Kammerzell  
District 3