



**Port of Port Townsend
Regular Commission Meeting Agenda
Wednesday, May 13, 2020, at 1:00 p.m.**

Via <https://zoom.us/> – or call (253) 215 8782 – and use Webinar ID: 828 4772 5704

This meeting will only be accessible remotely, as per Governor's Proclamation 20-28.

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- I. Call to Order / Pledge of Allegiance
- II. Approval of Agenda
- III. Public Comments
-
- IV. Consent Agenda
- A. Approval of Regular Business Meeting Minutes – April 22, 2020 ⁽¹⁾1-5
 - B. Approval of Warrants⁽¹⁾6-17
- V. Second Reading - *none*
- VI. First Reading
- A. Approval of rate for newly acquired covered yard space⁽²⁾18-19
- VII. Regular Business
- A. Covid-19 Update - Request for Ratification of Emergency Order 2020-07⁽²⁾20-26
 - B. New Lease for Hanson of Port Townsend, Inc.⁽¹⁾27-45
 - C. Discussion and recommendation to Jefferson County Public Health Board about possible variance and reopening plan (late materials)⁽²⁾:
 - Staff presentation of late materials
 - Public comments (written or via Zoom, limited to 3 minutes per person)
 - Commission discussion / action on recommendation
- VIII. Staff Comments
- IX. Commissioner Comments
- X. Next Public Regular Business Meeting: Wednesday, May 27, 2020. Meeting at 5:30 PM, Via Zoom
- XI. Executive Session - *none*
- XII. Adjournment

Informational Items: *none*

Please note: Governor's Proclamation 20-28 re Open Public Meetings Act states, "Subject to the conditions for conducting any meeting as required above, agencies are further prohibited from taking "action," as defined in RCW 42.30.020, unless those matters are necessary and routine matters or are matters necessary to respond to the COVID-19 outbreak and the current public health emergency, until such time as regular public participation under the Open Public Meetings Act is possible." Agenda items are marked with numbers to show which of these criteria they meet: (1) necessary & routine matters (2) matters necessary to respond to the COVID-19 outbreak and the current public health emergency

PORT COMMISSION REGULAR BUSINESS MEETING – Wednesday, April 22, 2020

The Port of Port Townsend Commission met for a regular business session via Zoom online.

Present via Zoom online video: Commissioners Hanke, Petranek and Putney
Executive Director Berg
Deputy Director Toews
Former Executive Director Pivarnik
Finance Director & Port Auditor Berg
Port Recorder Erickson
Port Attorney Reardanz

I. CALL TO ORDER (00:00:00)

Commissioner Hanke called the meeting to order at 5:30 PM.

II. APPROVAL OF AGENDA (00:00:14)

Commissioner Putney moved to accept the Agenda as presented.

Commissioner Petranek seconded the motion.

Motion carried by unanimous vote.

III. PUBLIC COMMENTS (00:0:42) sent in via email and read aloud:

Bertram Levy commented on deferred rent payback, saying that good work had been done so far in addressing the financial losses from the pandemic (like waiving late fees and deferring rent payments), but he was concerned about the need for a broader policy to save the most vulnerable marine trade businesses during this lockdown. He felt that the Port should waive the rents until the lockdown is eased for those most severely effected, and that individual rents should be scaled back proportionally to their earnings.

IV. CONSENT AGENDA (00:03:13)

A. Approval of Regular Business Meeting Minutes – April 8, 2020⁽¹⁾

B. Approval of Warrants⁽¹⁾⁽²⁾

Warrant #061995 through #062003 in the amount of \$15,322.21 and Electronic Payment in the amount of \$77,968.93 for Payroll & Benefits.

Warrant #062004 through #062106 in the amount of \$207,626.88 for Accounts Payable. Electronic Debit in the amount of \$1,393.28 for Washington State Paid Family Medical Leave.

Electronic Debit in the amount of \$4,642.72 for Combined Excise Tax.

Void of Warrants 061915 (\$10), 061925 (\$22), 061932 (\$73.26), and 061938 (\$20).

C. PUD Fiber Easement at JCIA⁽¹⁾

Commissioner Petranek moved to accept the Consent Agenda.

Commissioner Putney seconded the motion. Motion carried by unanimous vote.

V. SECOND READING -- none

VI. FIRST READING -- noneVII. REGULAR BUSINESS (00:04:42)A. Five-year anniversary for Shannon Broderson⁽¹⁾

Operations Manager Khile spoke about Ms. Broderson's service to the Port; having been hired on April 16, 2015, to work at Boat Haven Moorage, then when office was combined with the Yard office, she learned about Yard operations before she moved to Point Hudson where she makes customers happy in a very busy environment. The Commission wished Ms. Broderson a happy anniversary.

B. First Quarter Financial Report⁽¹⁾⁽²⁾ (00:08:04)

Finance Director Berg introduced the report and said references about the year-to-year differences between cash and accrual were included in the spirit of full disclosure – there was a conversion to cash reporting Port wide. The First Quarter is all cash, except for January revenues because the billing software cash module wasn't available for installation until the end of January. The effect of the pandemic shutdown can be seen in March; April will be more informative as to how the shutdown is affecting revenues. The Port has processed many cancellations and reimbursed many reservations.

Commissioner Hanke asked how soon the Commission could see the April report, and Finance Director Berg replied that she may be able provide a report as soon as May 19th.

Commissioner Petranek commented on information provided in the YTD March financial report, on page 30, and stated that she was glad to see savings in maintenance, legal, and auditing expenses.

C. Covid-19 Update ⁽²⁾ (00:16:41)

- Revenue Forecast & 2020 Budget
- 2020 IDD Spending Plan

Executive Director Berg updated the Commission on what the Port had done since its last meeting in regards to the Covid-19 pandemic and its fiscal impact, including early forecasting of impacts on the 2020 budget:

1. Under the CARES Act, the FAA has offered \$30,000 for eligible operating costs at JCIA.
2. Yard operations remain at about 40% of typical for this time of year, with a high number of haul-outs scheduled for the week of May 4, after the shutdown is hopefully eased.
3. The Port has received five (5) rent deferral requests from lease tenants, zero (0) requests from moorage tenants, two (2) notices of intent to terminate (one of which has converted to a month-to-month storage use agreement).
4. The PUD is installing fiber to JCIA for the purposes of providing a WiFi hotspot for use by K-12 students. The WiFi will be installed in the AWOS cabinet.
5. The PUD is also installing the planned 480V power to the Yard; work began April 15.

He went over Quick, Moderate, and Extended recovery projections saying that Port staff suggested using the Moderate scenario, with anticipated loss of \$1.1 million in revenue, and would plan to update this plan at least monthly with actual (not budgeted) numbers and potentially revised projections.

One question for the Commission from page 38 of the report is its end-of-year goal for unreserved cash. Staff recommended that the Port budget to end the year where it started 2020, with \$1.9 million. Executive Director Berg explained that to get there, the adjustments to budget are indicated with colored lines on the spreadsheets. One of the most difficult of these changes was the shift of CSRs from full time to part time. Senior Staff worked with employees and the Union to keep staff working while maintaining their benefits, keeping them busy during this shutdown, and providing social distancing in their small offices. In addition, some maintenance staff work has shifted to capital work, which allows the Port to complete two (2) IDD projects for less than if bid out and keeps Port employees working.

Commissioner Putney asked if Port employees who had their hours cut back could ask for unemployment, and was told that they could get unemployment benefits to fill the compensation gap during the cutbacks.

Executive Director Berg asked the Commission to weigh in on the IDD spending plan presented on page 38. Proposed 2020 IDD Spending Plan:

\$809,054	Expected IDD Levy funds
(326,400)	D-Dock Structural Renovation
(55,050)	Linear Dock Electrical Upgrade
(25,000)	Quilcene Dredging Design
97,396	Boat Haven Reserve Use
<hr/>	
\$500,000	Ending Balance – IDD Reserve

Commissioner Putney estimated that Jefferson County was lagging behind King County by about a month, and noted that the planners for summer festivals were having to decide now on whether to go forward with their events, and many were cancelling. He felt it would be good to have a discussion with County Health Officer, Dr. Tom Locke, about his ideas for our County's recovery.

There was a discussion regarding guest-nightly and guest-monthly live-aboards and RV customers and what would happen after May 31, with staff and Commission concluding that it is still too soon to tell. The Port has reservations booked through the summer, and if the Governor's order extends the lockdown, these would have to be cancelled, in which case those who have been staying in place at the Port could be extended.

Commissioner Petranek stated that she liked the moderate scenario, using the proposed spending on page 38, because it is a good safety measure and keeps our workers employed. She stated she is also OK with the IDD spending plan.

There was a discussion regarding the line item for \$25,000 for Quilcene dredging and what it covered. The Port hoped to get a bathymetric survey, which would be helpful in deciding about the cost of dredging—deep dredging would cost more, and would have to be done more often, but would allow larger vessels into the marina, or another option would be to keep a shallower entrance, and allow a different type of vessel to use the marina, like shrimp boats.

Commissioner Hanke moved to accept the proposed spending on page 38, using the moderate scenario as currently drafted.

Commissioner Putney seconded, and motion carried unanimously.

Executive Director Berg asked, and Commission confirmed that this was also consensus that the Commission is comfortable with the 2020 year-end unreserved cash target of approximately \$1.9 million.

VIII. STAFF COMMENTS (00:43:05)

Executive Director Berg noted that there were 7 attendees online currently, and wondered if everyone understood how to submit public comments, and if anyone attending felt that they'd missed an opportunity for a public comment. No further comments were given. He then asked about the workshop scheduled for May 13, and whether it should be cancelled, given the current situation. Port Attorney Reardanz noted that if the Governor extends his order beyond May 4, then the workshop would need to be cancelled. Commission agreed to consider this as the date gets closer.

Finance Director Berg noted that she'd been working on budgetary adjustments regarding the Covid-19 pandemic. She's been working out the Port's eligibility for different grants and unemployment programs that are available; and that morning huddles via Zoom with other Executive Staff were helpful with this. The Port's line of credit is in process and should be closed before the end of the month. When asked about the federal unemployment program, and if some employees might get more under current circumstances, she stated her understanding is that the extra federal money was for those who are furloughed, and the Port is using a shared work program that allows employees to keep their positions and benefits. This allows the Port to keep their experienced workforce, and employees have access to partial unemployment for the hours they've been cut back.

Former Executive Director Pivarnik commented that he is working with Skookum on a plan to turn over portions of their building to the Port. The Port will bring more information to the Commission later about taking back a portion of that building early.

IX. COMMISSIONER COMMENTS (00: 50:59)

Commissioner Petranek thanked Ms. Berg for the excellent work on large spreadsheets she could read and follow, and to executive staff for their hard work. She also gave kudos to Chris Sparks and his maintenance team for their expertise, and accolades to the yard team for their stellar work. She has had her boat out and has noted a quiet happy hum of work in the yard.

Commissioner Putney commented that senior staff were doing great work. He replied to Bertram Levy's public comment saying that there are constitutional prohibitions preventing the Port from making the kind of concessions he asked for, which are also not amenable to executive action, but that the Port is doing their best to get us through this in one piece.

Commissioner Hanke commented that the airport was looking great and gave kudos to staff on mowing and preparing space for contractor's equipment for work on the runway, and for PUD laying conduit for fiber-optic cable. He hoped that there would be some fiber-optic cable access for the Port at JCIA in the future. He stated that he thought the moderate scenario approach to recovery was the prudent way to go, and commented that senior staff were doing an excellent job.

X. Next Public Regular Business Meeting:

Wednesday, May 13, 2020. Tentative Workshop at 1:00 PM and meeting at 5:30 PM, Via Zoom

XI. EXECUTIVE SESSION - none

XII. ADJOURNMENT (01:01:18)

The meeting adjourned at 6:32 p.m., and after adjournment, with all still present, Commissioner Hanke asked if Port tenants could all be contacted to find out how they were doing, and to see if there were anything the Port could do to help individual tenants. Executive Director Berg informed him that this was already being done by Lease and Contract Administrator Nelson.

The meeting then adjourned at 6:34 p.m., there being no further business to come before the Commission.

ATTEST:

Peter W. Hanke, President

Pamela A. Petranek, Secretary

William W. Putney III, Vice President

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PO Box 1180 • Port Townsend, WA 98368

Administration: (360) 385-0656

Operations: (360) 385-2355

Fax: (360) 385-3988

WARRANT/ELECTRONIC PAYMENT APPROVAL

We, the undersigned, as Commissioners and Auditing Officer of the Port of Port Townsend, in Jefferson County, Washington, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, and that the claims are just due and unpaid obligation against the Port of Port Townsend, that we are authorized to authenticate and certify to said claim and that these claims, in Warrant No 062107 through No. 062117 in the amount of \$41,016.19 and Electronic Payment in the amount of \$152,783.70, are approved for payment for a total amount of \$193,799.89 on this 13th day of May, 2020.

For: **Payroll and Benefits**

Commissioner Pete W. Hanke

Commissioner William W. Putney III

Commissioner Pam Petranek

S. Abigail Berg, Director of Finance
And Administration



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WARRANT APPROVAL

We, the undersigned, as Commissioners and Auditing Officer of the Port of Port Townsend, in Jefferson County, Washington, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, and that the claims is a just, due and unpaid obligation of the Port of Port Townsend, that I am authorized to authenticate and certify to said claim and that these claims, in Warrant No 062118 through No. 062293, are approved for payment in the amount of \$97,814.60 on this 13th day of May, 2020.

For: **Accounts Payable**

Commissioner Pete W. Hanke

Commissioner William W. Putney III

Commissioner Pam Petranek

S. Abigail Berg, Director of Finance
And Administration

Bank Code: W - WARRANTS PAYABLE							
Check Number	Check Date	Vendor	Invoice Number	Invoice Date	Invoice Amount	Discount Applied	Payment Amount
062118	5/13/2020	ABB040	Kathy Abbott				Check Entry Number: 001
			REFUND 4/13/2020	4/13/2020	11.00	0.00	11.00
062119	5/13/2020	ALE040	Gary Alexander				Check Entry Number: 001
			REFUND 04/08/2020	4/8/2020	10.00	0.00	10.00
062120	5/13/2020	ALV030	Frank Alvarez				Check Entry Number: 001
			REFUND 04/06/2020	4/6/2020	10.00	0.00	10.00
062121	5/13/2020	ALW070	Sarah Alway				Check Entry Number: 001
			REFUND 04/13/2020	4/13/2020	30.00	0.00	30.00
062122	5/13/2020	AND066	Kurt Anderson				Check Entry Number: 001
			REFUND 04/06/20200	4/6/2020	11.00	0.00	11.00
062123	5/13/2020	ARR010	Arrow Lumber Port Townsend				Check Entry Number: 001
			4/28/2020 STATEMENT	4/28/2020	125.79	0.00	125.79
062124	5/13/2020	BAC010	Bill & Helen Bach				Check Entry Number: 001
			REFUND 04/10/2020	4/10/2020	10.00	0.00	10.00
062125	5/13/2020	BAR020	Betty & Richard Bark				Check Entry Number: 001
			REFUND 04/15/2020	4/15/2020	10.00	0.00	10.00
062126	5/13/2020	BEA015	Connie Beauvais				Check Entry Number: 001
			REFUND 04/08/2020	4/8/2020	10.00	0.00	10.00
062127	5/13/2020	BIS050	Michael Bishop				Check Entry Number: 001
			REFUND 04/10/2020	4/10/2020	11.00	0.00	11.00
062128	5/13/2020	BLA055	Melissa & Ethan Blank				Check Entry Number: 001
			REFUND 04/06/2020	4/6/2020	11.00	0.00	11.00
062129	5/13/2020	BLA060	Robert & Nancy Blacketter				Check Entry Number: 001
			REFUND 04/11/2020	4/11/2020	11.00	0.00	11.00
062130	5/13/2020	BOW040	Jim Bower				Check Entry Number: 001
			REFUND 04/13/2020	4/13/2020	11.00	0.00	11.00
062131	5/13/2020	BRI040	Ken Brickman				Check Entry Number: 001
			REFUND 04/08/2020	4/8/2020	10.00	0.00	10.00
062132	5/13/2020	BUL010	Amy Bullard				Check Entry Number: 001
			REFUND 04/09/2020	4/9/2020	10.00	0.00	10.00
062133	5/13/2020	CAM055	Linda Campbell				Check Entry Number: 001
			REFUND 04/10/2020	4/10/2020	10.00	0.00	10.00
062134	5/13/2020	CAR001	Carl's Building Supply				Check Entry Number: 001
			4/30/2020 STATEMENT	4/30/2020	149.69	0.00	149.69
062135	5/13/2020	CEN010	Central Welding Supply				Check Entry Number: 001
			PT128238	4/21/2020	33.79	0.00	33.79
062136	5/13/2020	CEN035	CenturyLink				Check Entry Number: 001
			4/8/2020 STATEMENTS	4/8/2020	645.66	0.00	645.66
062137	5/13/2020	CHM030	Chmelik Sitkin & Davis P.S.				Check Entry Number: 001
			3/2020	4/17/2020	3,492.50	0.00	3,492.50
062138	5/13/2020	CIT001	City Of Port Townsend				Check Entry Number: 001
			4/2020 STATEMENTS	4/30/2020	8,477.53	0.00	8,477.53
062139	5/13/2020	CIT050	Mike Citti				Check Entry Number: 001
			REFUND 04/16/2020	4/16/2020	20.00	0.00	20.00
062140	5/13/2020	CLA020	Clarke, White & Veenstra				Check Entry Number: 001
			2020-2-165-4	4/20/2020	1,000.00	0.00	1,000.00
062141	5/13/2020	COO050	Cooper Fuel & Auto Repair				Check Entry Number: 001
			4/2020 STATEMENT	5/1/2020	2,676.07	0.00	2,676.07
062142	5/13/2020	COO070	Coon Plumbing				Check Entry Number: 001
			17884A	3/31/2020	148.24	0.00	148.24

Check Register

Journal Posting Date: 5/13/2020

Register Number: CD-000817

Port of Port Townsend (PTA)

Bank Code: W - WARRANTS PAYABLE

Check Number	Check Date	Vendor	Invoice Number	Invoice Date	Invoice Amount	Discount Applied	Payment Amount
			17998A	4/20/2020	391.31	0.00	391.31
			Check 062142 Total:		539.55	0.00	539.55
062143	5/13/2020	CRI020	Dave Crimmins				Check Entry Number: 001
			REFUND 04/15/2020	4/15/2020	10.00	0.00	10.00
062144	5/13/2020	CUR075	Teresa Curcio				Check Entry Number: 001
			REFUND 04/10/2020	4/10/2020	11.00	0.00	11.00
062145	5/13/2020	DEM030	Ed & Dee DeMello				Check Entry Number: 001
			REFUND 04/10/2020	4/10/2020	30.00	0.00	30.00
062146	5/13/2020	DIV040	Heather & Jared Dively				Check Entry Number: 001
			REFUND 04/10/2020	4/10/2020	11.00	0.00	11.00
062147	5/13/2020	DMD005	DM Disposal Co. Inc.				Check Entry Number: 001
			4/2020 STATEMENTS	5/1/2020	5,974.38	0.00	5,974.38
062148	5/13/2020	DOU070	Joe & Jamie Doupe				Check Entry Number: 001
			REFUND 04/09/2020	4/9/2020	10.00	0.00	10.00
062149	5/13/2020	ELL030	Frank Ellerbrook				Check Entry Number: 001
			REFUND 04/08/2020	4/8/2020	10.00	0.00	10.00
062150	5/13/2020	ERI040	Karen Erickson				Check Entry Number: 001
			4/2020 EXP	4/30/2020	20.42	0.00	20.42
062151	5/13/2020	EVE060	Tom or Jan Everett				Check Entry Number: 001
			REFUND 04/08/2020	4/8/2020	10.00	0.00	10.00
062152	5/13/2020	FAU080	Wendy Faust				Check Entry Number: 001
			REFUND 04/10/2020	4/10/2020	11.00	0.00	11.00
062153	5/13/2020	FEN020	Bud & Dot Fentress				Check Entry Number: 001
			REFUND 04/10/2020	4/10/2020	40.00	0.00	40.00
062154	5/13/2020	FER001	Ferrellgas				Check Entry Number: 001
			4/26/2020 STATEMENT	4/26/2020	104.61	0.00	104.61
062155	5/13/2020	GAN050	Mike Ganzini				Check Entry Number: 001
			REFUND 04/13/2020	4/13/2020	22.00	0.00	22.00
062156	5/13/2020	GAR045	Ron Garner				Check Entry Number: 001
			REFUND 04/06/2020	4/6/2020	10.00	0.00	10.00
062157	5/13/2020	GIL015	Barry Gillaspie				Check Entry Number: 001
			REFUND 04/14/2020	4/14/2020	10.00	0.00	10.00
062158	5/13/2020	GOO002	Good Man Sanitation				Check Entry Number: 001
			105738A	4/20/2020	490.50	0.00	490.50
			105967A	5/1/2020	540.00	0.00	540.00
			Check 062158 Total:		1,030.50	0.00	1,030.50
062159	5/13/2020	GOU060	Paul Gourde				Check Entry Number: 001
			REFUND 4/9/2020	4/9/2020	10.00	0.00	10.00
062160	5/13/2020	GRA005	Grainger				Check Entry Number: 001
			9499806678	4/8/2020	143.06	0.00	143.06
062161	5/13/2020	GRE060	Ken Greff				Check Entry Number: 001
			REFUND 04/17/2020	4/17/2020	260.00	0.00	260.00
062162	5/13/2020	GRI035	David Griffin				Check Entry Number: 001
			REFUND 04/17/2020	4/17/2020	204.64	0.00	204.64
062163	5/13/2020	HAA040	John & Judy Haas				Check Entry Number: 001
			REFUND 04/06/2020	4/6/2020	10.00	0.00	10.00
062164	5/13/2020	HAD001	Hadlock Building Supply				Check Entry Number: 001
			04/25/2020 STATEMENT	4/25/2020	23.12	0.00	23.12
062165	5/13/2020	HAG010	Arvid & Evie Hagen				Check Entry Number: 001
			REFUND 04/11/2020	4/11/2020	11.00	0.00	11.00

Run Date: 5/6/2020 5:27:07PM

A/P Date: 5/13/2020

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User Logon: DLF

Check Register

Journal Posting Date: 5/13/2020

Register Number: CD-000817

Port of Port Townsend (PTA)

Bank Code: W - WARRANTS PAYABLE

Check Number	Check Date	Vendor	Invoice Number	Invoice Date	Invoice Amount	Discount Applied	Payment Amount	
062166	5/13/2020	HAG020	Denise Hagen					Check Entry Number: 001
			REFUND 04/15/2020	4/15/2020	30.00	0.00	30.00	
062167	5/13/2020	HAK050	Michelle Ha-Kinkade					Check Entry Number: 001
			REFUND 4/10/2020	4/10/2020	11.00	0.00	11.00	
062168	5/13/2020	HAL015	Bob Hall					Check Entry Number: 001
			REFUND 04/27/2020	4/27/2020	11.00	0.00	11.00	
062169	5/13/2020	HAL055	Keith Hallman					Check Entry Number: 001
			REFUND 04/09/2020	4/9/2020	21.00	0.00	21.00	
062170	5/13/2020	HAM060	Tim Hammermeister					Check Entry Number: 001
			REFUND 4/10/2020	4/10/2020	11.00	0.00	11.00	
062171	5/13/2020	HAW020	Charles C Hawks III					Check Entry Number: 001
			REFUND 04/13/2020	4/13/2020	93.89	0.00	93.89	
062172	5/13/2020	HAW025	Charles C. Hawks Jr.					Check Entry Number: 001
			REFUND 04/13/2020	4/13/2020	76.02	0.00	76.02	
062173	5/13/2020	HEL040	Gene Helmberger					Check Entry Number: 001
			REFUND 04/15/2020	4/15/2020	10.00	0.00	10.00	
062174	5/13/2020	HEL080	Van Helker					Check Entry Number: 001
			REFUND 04/14/2020	4/14/2020	270.00	0.00	270.00	
062175	5/13/2020	HEN002	Henery Hardware					Check Entry Number: 001
			687590	3/31/2020	25.03	0.00	25.03	
			687655	4/1/2020	11.28	0.00	11.28	
			687730	4/3/2020	49.64	0.00	49.64	
			687746	4/3/2020	20.01	0.00	20.01	
			687755	4/3/2020	56.66	0.00	56.66	
			687878	4/6/2020	84.66	0.00	84.66	
			687912	4/7/2020	17.73	0.00	17.73	
			687993	4/8/2020	47.94	0.00	47.94	
			687997	4/8/2020	21.79	0.00	21.79	
			688038	4/9/2020	35.70	0.00	35.70	
			688253	4/14/2020	54.23	0.00	54.23	
			688298	4/15/2020	11.09	0.00	11.09	
			688403	4/17/2020	21.55	0.00	21.55	
			688608	4/21/2020	8.07	0.00	8.07	
			688642	5/21/2020	42.05	0.00	42.05	
			688669	4/22/2020	13.07	0.00	13.07	
			688679	4/22/2020	19.60	0.00	19.60	
			688691	4/22/2020	5.85	0.00	5.85	
			688726	4/22/2020	25.50	0.00	25.50	
			688760	4/23/2020	19.59	0.00	19.59	
			688810	4/24/2020	46.82	0.00	46.82	
			688824	4/24/2020	23.97	0.00	23.97	
			688841	4/24/2020	11.95	0.00	11.95	
Check 062175 Total:					673.78	0.00	673.78	
062176	5/13/2020	HEN004	Port Townsend Garden Center					Check Entry Number: 001
			64767	4/23/2020	18.52	0.00	18.52	
062177	5/13/2020	HEN006	Quilcene Henery's Hardware					Check Entry Number: 001
			4/25/2020 STATEMENT	4/25/2020	5.44	0.00	5.44	
062178	5/13/2020	HER055	Greg Herberger					Check Entry Number: 001
			REFUND 4/15/2020	4/15/2020	11.00	0.00	11.00	
062179	5/13/2020	HIC010	Bradley Hickford					Check Entry Number: 001

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Check Number	Check Date	Vendor	Invoice Number	Invoice Date	Invoice Amount	Discount Applied	Payment Amount
062180	5/13/2020	HIC020	REFUND 4/20/2020 David Hickman	4/20/2020	10.00	0.00	10.00
							Check Entry Number: 001
062181	5/13/2020	HIG020	REFUND 04/09/2020 Highway Specialties LLC	4/9/2020	11.00	0.00	11.00
							Check Entry Number: 001
			2004500	4/21/2020	92.65	0.00	92.65
			2004620	4/27/2020	69.76	0.00	69.76
			Check 062181 Total:		162.41	0.00	162.41
062182	5/13/2020	HIN030	Mark Hinkie				Check Entry Number: 001
			REFUND 4/9/2020	4/9/2020	370.17	0.00	370.17
062183	5/13/2020	HOO055	Gary Hooper				Check Entry Number: 001
			REFUND 04/08/2020	4/8/2020	10.00	0.00	10.00
062184	5/13/2020	HOO060	Mary Anne Hoover				Check Entry Number: 001
			REFUND 4/14/2020	4/14/2020	10.00	0.00	10.00
062185	5/13/2020	HOO065	Kelsi Hoover				Check Entry Number: 001
			REFUND 4/14/2020	4/14/2020	10.00	0.00	10.00
062186	5/13/2020	HOO070	Jared & Amanda Hoover				Check Entry Number: 001
			REFUND 4/14/2020	4/14/2020	10.00	0.00	10.00
062187	5/13/2020	HUR010	Brenda Hurzin				Check Entry Number: 001
			REFUND 4/13/2020	4/13/2020	10.00	0.00	10.00
062188	5/13/2020	IVE055	Steve & Joyce Ives				Check Entry Number: 001
			REFUND 4/10/2020	4/10/2020	10.00	0.00	10.00
062189	5/13/2020	JAM040	Jamestown Networks				Check Entry Number: 001
			5915	5/1/2020	548.00	0.00	548.00
062190	5/13/2020	JC0003	Jefferson County - Public Work				Check Entry Number: 001
			4/2020 STATEMENT	5/4/2020	956.42	0.00	956.42
062191	5/13/2020	JEN025	Glenn & Darcy Jenne				Check Entry Number: 001
			REFUND 4/10/2020	4/10/2020	10.00	0.00	10.00
062192	5/13/2020	JEN035	Maryann Jensen				Check Entry Number: 001
			REFUND 4/15/2020	4/15/2020	10.00	0.00	10.00
062193	5/13/2020	KER035	Cindy Kerley				Check Entry Number: 001
			REFUND 4/11/2020	4/11/2020	20.00	0.00	20.00
062194	5/13/2020	KRO050	Laura Kroll				Check Entry Number: 001
			REFUND 4/15/2020	4/15/2020	10.00	0.00	10.00
062195	5/13/2020	LAN001	Landau Associates				Check Entry Number: 001
			0045651	4/23/2020	785.00	0.00	785.00
062196	5/13/2020	LAN040	Jamie Lanning				Check Entry Number: 001
			REFUND 4/8/2020	4/8/2020	11.00	0.00	11.00
062197	5/13/2020	LAU040	Stephi Laudenback				Check Entry Number: 001
			REFUND 04/10/2020	4/10/2020	11.00	0.00	11.00
062198	5/13/2020	LEE055	John & Wendy Lee				Check Entry Number: 001
			REFUND 4/11/2020	4/11/2020	11.00	0.00	11.00
062199	5/13/2020	LEM040	Lemay Mobile Shredding				Check Entry Number: 001
			4657411	5/1/2020	12.88	0.00	12.88
062200	5/13/2020	LEW033	Elisa Lewis				Check Entry Number: 001
			REFUND 4/15/2020	4/15/2020	10.00	0.00	10.00
062201	5/13/2020	LIM020	Bruce Lima				Check Entry Number: 001
			REFUND 4/10/2020	4/10/2020	10.00	0.00	10.00
062202	5/13/2020	LUM050	Michael Lumia				Check Entry Number: 001
			REFUND 4/15/2020	4/15/2020	10.00	0.00	10.00
062203	5/13/2020	LYT060	Patricia Lytle				Check Entry Number: 001

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Check Number	Check Date	Vendor	Invoice Number	Invoice Date	Invoice Amount	Discount Applied	Payment Amount
			REFUND 4/6/2020	4/6/2020	10.00	0.00	10.00
062204	5/13/2020	MAC055	Jason Mackenzie				Check Entry Number: 001
			REFUND 4/6/2020	4/6/2020	10.00	0.00	10.00
062205	5/13/2020	MAR031	Marine Vacuum Service, Inc.				Check Entry Number: 001
			69918	4/15/2020	2,395.28	0.00	2,395.28
062206	5/13/2020	MEA070	Tim Mears				Check Entry Number: 001
			REFUND 4/6/2020	4/6/2020	10.00	0.00	10.00
062207	5/13/2020	MEI070	Roy Meier				Check Entry Number: 001
			REFUND 4/13/2020	4/13/2020	10.00	0.00	10.00
062208	5/13/2020	MIT020	David Mitchell				Check Entry Number: 001
			REFUND 4/10/2020	4/10/2020	30.00	0.00	30.00
062209	5/13/2020	MON010	Bernie Monohan				Check Entry Number: 001
			REFUND 4/8/2020	4/8/2020	11.00	0.00	11.00
062210	5/13/2020	MUR002	Murrey's Disposal Co. Inc.				Check Entry Number: 001
			4/2020 STATEMENTS	5/1/2020	551.16	0.00	551.16
062211	5/13/2020	MUR035	James Murray				Check Entry Number: 001
			REFUND 4/6/2020	4/6/2020	11.00	0.00	11.00
062212	5/13/2020	MUR070	Sherri Murry				Check Entry Number: 001
			REFUND 4/13/2020	4/13/2020	10.00	0.00	10.00
062213	5/13/2020	NEL045	Jennifer Nelson				Check Entry Number: 001
			REFUND 4/9/2020	4/9/2020	11.00	0.00	11.00
062214	5/13/2020	NOP005	North Olympic Peninsula RC & D				Check Entry Number: 001
			318	1/1/2020	1,500.00	0.00	1,500.00
062215	5/13/2020	NOR065	North Star Clinic, LLC				Check Entry Number: 001
			3	4/14/2020	336.00	0.00	336.00
062216	5/13/2020	ODE060	Pam Odegard				Check Entry Number: 001
			REFUND 4/15/2020	4/15/2020	10.00	0.00	10.00
062217	5/13/2020	OLE020	Dave & Susan O'Leary				Check Entry Number: 001
			REFUND 4/10/2020	4/10/2020	11.00	0.00	11.00
062218	5/13/2020	OLY001	Olympic Equipment Rentals Inc				Check Entry Number: 001
			234784	4/28/2020	99.18	0.00	99.18
062219	5/13/2020	OPS020	David Opstad				Check Entry Number: 001
			REFUND 4/6/2020	4/6/2020	10.00	0.00	10.00
062220	5/13/2020	OWE020	Dale Owen				Check Entry Number: 001
			REFUND 4/10/2020	4/10/2020	10.00	0.00	10.00
062221	5/13/2020	OWE070	Rebecka & Robert Owens				Check Entry Number: 001
			REFUND 4/10/2020	4/10/2020	11.00	0.00	11.00
062222	5/13/2020	PAC004	Pacific Office Equipment Co				Check Entry Number: 001
			4/30/2020 STATEMENT	4/30/2020	268.34	0.00	268.34
062223	5/13/2020	PAP020	Pape Material Handling Exchang				Check Entry Number: 001
			8369476	4/22/2020	1,099.99	0.00	1,099.99
			8369526	4/22/2020	172.44	0.00	172.44
Check 062223 Total:					1,272.43	0.00	1,272.43
062224	5/13/2020	PEN030	Peninsula Paint Co.				Check Entry Number: 001
			F0179698	4/28/2020	69.20	0.00	69.20
062225	5/13/2020	PEN060	Peninsula Pest Control, Inc				Check Entry Number: 001
			51330.2	4/24/2020	545.00	0.00	545.00
062226	5/13/2020	PER070	Suzy Perkinson				Check Entry Number: 001
			REFUND 4/8/2020	4/8/2020	10.00	0.00	10.00
062227	5/13/2020	PET020	Peters Marine Services				Check Entry Number: 001

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			475058	4/14/2020	76.30	0.00	76.30
062228	5/13/2020	PET025	Petrack Lock & Safe				Check Entry Number: 001
			KEY COPIES	4/24/2020	12.38	0.00	12.38
062229	5/13/2020	PET065	Pam Petranek				Check Entry Number: 001
			2/2020 EXP	4/29/2020	280.16	0.00	280.16
			3/2020 EXP	4/29/2020	104.65	0.00	104.65
			4/2020 EXP	4/30/2020	51.75	0.00	51.75
			Check 062229 Total:		436.56	0.00	436.56
062230	5/13/2020	PHI040	Jeff Phillips				Check Entry Number: 001
			REFUND 4/6/2020	4/6/2020	11.00	0.00	11.00
062231	5/13/2020	PIL040	Gary Pilon				Check Entry Number: 001
			REFUND 4/15/2020	4/15/2020	11.00	0.00	11.00
062232	5/13/2020	PIT040	John Pitts				Check Entry Number: 001
			REFUND 4/15/2020	4/15/2020	10.00	0.00	10.00
062233	5/13/2020	PON050	Lloyd & Mary Ellen Ponting				Check Entry Number: 001
			REFUND 4/6/2020	4/6/2020	11.00	0.00	11.00
062234	5/13/2020	POR002	Auditor's Revolving Fund - Kitsap Bank				Check Entry Number: 001
			JC AUDITOR	4/23/2020	378.25	0.00	378.25
			SETON CONST	4/22/2020	600.00	0.00	600.00
			Check 062234 Total:		978.25	0.00	978.25
062235	5/13/2020	POT015	Amy Potter				Check Entry Number: 001
			REFUND 4/15/2020	4/15/2020	10.00	0.00	10.00
062236	5/13/2020	POT040	Jerry Potter				Check Entry Number: 001
			REFUND 4/15/2020	4/15/2020	20.00	0.00	20.00
062237	5/13/2020	PRE030	Eddie Preston				Check Entry Number: 001
			REFUND 4/9/2020	4/9/2020	10.00	0.00	10.00
062238	5/13/2020	PRI055	Shelly Pricco				Check Entry Number: 001
			REFUND 04/10/2020	4/10/2020	10.00	0.00	10.00
062239	5/13/2020	PRI065	Scott Prickett				Check Entry Number: 001
			REFUND 4/9/2020	4/9/2020	11.00	0.00	11.00
062240	5/13/2020	PUD001	Pud District #1				Check Entry Number: 001
			04/24/2020.2	4/24/2020	450.00	0.00	450.00
			4/17/2020	4/17/2020	25.65	0.00	25.65
			4/24/2020	4/24/2020	514.12	0.00	514.12
			Check 062240 Total:		989.77	0.00	989.77
062241	5/13/2020	PUT010	Bill Putney				Check Entry Number: 001
			9/2018 EXP REISSUE	4/27/2020	146.06	0.00	146.06
062242	5/13/2020	RAD020	Dan Radloff				Check Entry Number: 001
			REFUND 04/15/2020	4/15/2020	10.00	0.00	10.00
062243	5/13/2020	RAL070	Rene Ralston				Check Entry Number: 001
			REFUND 4/8/2020	4/8/2020	10.00	0.00	10.00
062244	5/13/2020	RAT040	Howard Ratner				Check Entry Number: 001
			REFUND 4/11/2020	4/11/2020	10.00	0.00	10.00
062245	5/13/2020	REI002	Reid Middleton Co				Check Entry Number: 001
			1912014	12/6/2019	1,872.54	0.00	1,872.54
			2004027	4/9/2020	49,182.78	0.00	49,182.78
			2004029	4/9/2020	1,707.35	0.00	1,707.35
			Check 062245 Total:		52,762.67	0.00	52,762.67
062246	5/13/2020	REI020	Darrell Reimer				Check Entry Number: 001

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			REFUND 4/11/2020	4/11/2020	10.00	0.00	10.00
062247	5/13/2020	REN020	Carl & Babara Renhard				Check Entry Number: 001
			REFUND 4/11/2020	4/11/2020	10.00	0.00	10.00
062248	5/13/2020	RIT070	Steve & Sherry Ritter				Check Entry Number: 001
			REFUND 4/15/2020	4/15/2020	10.00	0.00	10.00
062249	5/13/2020	ROB080	Tom Robinson				Check Entry Number: 001
			REFUND 4/8/2020	4/8/2020	10.00	0.00	10.00
062250	5/13/2020	ROR020	Carl Rorling				Check Entry Number: 001
			REFUND 4/8/2020	4/8/2020	10.00	0.00	10.00
062251	5/13/2020	ROS045	Joyce Ross				Check Entry Number: 001
			REFUND 4/8/2020	4/8/2020	11.00	0.00	11.00
062252	5/13/2020	RSI050	RSINet				Check Entry Number: 001
			5205	4/22/2020	180.00	0.00	180.00
062253	5/13/2020	RYL070	Tamra Rylaarsdam				Check Entry Number: 001
			REFUND 4/10/2020	4/10/2020	10.00	0.00	10.00
062254	5/13/2020	SAF001	Safeway, Inc.				Check Entry Number: 001
			4/18/2020	4/18/2020	1,237.84	0.00	1,237.84
062255	5/13/2020	SAK020	Dustin Sakrison				Check Entry Number: 001
			REFUND 4/8/2020	4/8/2020	11.00	0.00	11.00
062256	5/13/2020	SAN015	Carol Sander				Check Entry Number: 001
			REFUND 4/10/2020	4/10/2020	10.00	0.00	10.00
062257	5/13/2020	SAN025	Debbie Sandwith				Check Entry Number: 001
			REFUND 4/10/2020	4/10/2020	11.00	0.00	11.00
			REFUND 4/16/2020	4/16/2020	33.00	0.00	33.00
Check 062257 Total:					44.00	0.00	44.00
062258	5/13/2020	SAT020	Eric Sather				Check Entry Number: 001
			REFUND 4/6/2020	4/6/2020	20.00	0.00	20.00
062259	5/13/2020	SCH080	Kathy Scheffer				Check Entry Number: 001
			REFUND 4/15/2020	4/15/2020	10.00	0.00	10.00
062260	5/13/2020	SCH085	Leslie Schiller				Check Entry Number: 001
			REFUND 4/15/2020	4/15/2020	10.00	0.00	10.00
062261	5/13/2020	SEC010	Security Services				Check Entry Number: 001
			111183	5/1/2020	190.85	0.00	190.85
062262	5/13/2020	SET040	James Settle				Check Entry Number: 001
			REFUND 4/10/2020	4/10/2020	11.00	0.00	11.00
062263	5/13/2020	SIG030	Jon Sigafoos				Check Entry Number: 001
			REFUND 4/13/2020	4/13/2020	10.00	0.00	10.00
062264	5/13/2020	SMA020	Dan Small				Check Entry Number: 001
			REFUND 4/8/2020	4/8/2020	10.00	0.00	10.00
062265	5/13/2020	SMI003	Don Smith				Check Entry Number: 001
			REFUND 4/6/2020	4/6/2020	20.00	0.00	20.00
062266	5/13/2020	SMI010	Sean Smith				Check Entry Number: 001
			WORK BOOTS	5/4/2020	76.15	0.00	76.15
062267	5/13/2020	SMI012	Roxanna & Collin Smith				Check Entry Number: 001
			REFUND 4/13/2020	4/13/2020	10.00	0.00	10.00
062268	5/13/2020	SMI013	Denise Smith				Check Entry Number: 001
			REFUND 4/9/2020	4/9/2020	10.00	0.00	10.00
062269	5/13/2020	SMI014	Teri Smith				Check Entry Number: 001
			REFUND 4/11/2020	4/11/2020	10.00	0.00	10.00
062270	5/13/2020	SOU065	Steve Souza				Check Entry Number: 001

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062271	5/13/2020	SOU080	REFUND 4/9/2020 Sound Vessels, Inc	4/9/2020	10.00	0.00	10.00
062272	5/13/2020	SOW070	REFUND 4/27/2020 Scott Sowle	4/27/2020	43.88	0.00	43.88
062273	5/13/2020	STA040	REFUND 4/11/2020 Gary Stack	4/11/2020	10.00	0.00	10.00
062274	5/13/2020	SVE010	REFUND 4/11/2020 Barbara Svensson	4/11/2020	10.00	0.00	10.00
062275	5/13/2020	SWA030	REFUND 3/26/2020 Jerry Swann	3/26/2020	10.00	0.00	10.00
062276	5/13/2020	TAN045	REFUND 4/15/2020 Karl Tan	4/15/2020	20.00	0.00	20.00
062277	5/13/2020	TAR050	REFUND 4/15/2020 David D. Tarr	4/15/2020	10.00	0.00	10.00
062278	5/13/2020	TAS020	REFUND 4/21/2020 Cliff & Brenda Tassie	4/21/2020	129.70	0.00	129.70
062279	5/13/2020	THI020	REFUND 4/8/2020 Dale Thiessen	4/8/2020	10.00	0.00	10.00
062280	5/13/2020	THO055	REFUND 4/14/2020 John Thompson	4/14/2020	11.00	0.00	11.00
062281	5/13/2020	TUR070	REFUND 4/17/2020 Sue Turton	4/17/2020	10.00	0.00	10.00
062282	5/13/2020	ULI040	REFUND 4/10/2020 ULINE	4/10/2020	11.00	0.00	11.00
062283	5/13/2020	UPS020	119191868 The UPS Store	4/21/2020	760.43	0.00	760.43
062284	5/13/2020	VAN075	4/1/2020 STATEMENT Julie Vansickle	4/1/2020	48.63	0.00	48.63
062285	5/13/2020	VEN070	REFUND 4/9/2020 VenTek International	4/9/2020	30.00	0.00	30.00
062286	5/13/2020	VER001	121376 Verizon Wireless, Bellevue	5/1/2020	103.55	0.00	103.55
062287	5/13/2020	WAL055	9852644685 Lorraine Wall	4/15/2020	510.20	0.00	510.20
062288	5/13/2020	WAS017	REFUND 4/8/2020 Marc Horton - Washington Project Consultants	4/8/2020	10.00	0.00	10.00
062289	5/13/2020	WAV040	043020-8 Wave Broadband	5/1/2020	712.50	0.00	712.50
062290	5/13/2020	WES006	043328901-0008106 Westbay Auto Parts, Inc.	4/24/2020	147.75	0.00	147.75
062291	5/13/2020	WHI045	4/25/2020 STATEMENT Grace & Eugene Whitlinger	4/25/2020	898.70	0.00	898.70
062292	5/13/2020	WIN045	REFUND 4/9/2020 Jeremy Winter	4/9/2020	11.00	0.00	11.00
062293	5/13/2020	YOU015	REFUND 4/6/2020 Charles Young	4/6/2020	11.00	0.00	11.00
			REFUND 4/8/2020	4/8/2020	11.00	0.00	11.00
Report Total:					<u>97,814.60</u>	<u>0.00</u>	<u>97,814.60</u>

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PO Box 1180 • Port Townsend, WA 98368

Administration: (360) 385-0656

Operations: (360) 385-2355

Fax: (360) 385-3988

WARRANT APPROVAL

We, the undersigned, as Commissioners and Auditing Officer of the Port of Port Townsend, in Jefferson County, Washington, do hereby certify under penalty of perjury that the material has been furnished, the labor performed and the services provided, as described herein, and that this claim is a just and unpaid obligation of the Port of Port Townsend, and that this claim, in Warrant No. 059678 in the amount of \$146.06 and Warrant No. 059980 in the amount of \$270.00 are declared void on this on this 13th day of May, 2020.

For: **Accounts Payable**

Commissioner Pete W. Hanke

Commissioner William W. Putney III

Commissioner Pam Petranek

S. Abigail Berg, Director of Finance
And Administration

Manual Check and Payment Register
Journal Posting Date: 5/1/2020
Register Number: MC-000209

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Check Number/ Invoice Number	Check Date Invoice Date	Vendor Number Invoice Amount	Discount	Distribution Amount	Check Amount
059678	REV 10/11/2018	PUT010			146.06-
Check Comment: Exp Check Voided Reissued 5/13/20					
CK05967801					
	10/11/2018	146.06-	0.00	146.06-	
G/L Account: 781-7200-27		TRAVEL: COMMISSION			
059980	REV 12/26/2018	CEN030			270.00-
Check Comment: Lost Warrant - Account is up to date					
CK05998001					
	12/26/2018	270.00-	0.00	270.00-	
G/L Account: 761-8800-20		UTILITIES - TELEPHONE: QUIL			
Bank W Total:		416.06-	0.00	416.06-	416.06-
Report Total:		416.06-	0.00	416.06-	416.06-

PORT OF PORT TOWNSEND

AGENDA COVER SHEET

MEETING DATE	May 13, 2020
AGENDA ITEM	<input checked="" type="checkbox"/> First Reading <input type="checkbox"/> Second Reading <input type="checkbox"/> Regular Business
AGENDA TITLE	VI. A) Approval of Rate for Newly Acquired Covered Yard Space
STAFF LEAD	Eron Berg, Executive Director
REQUESTED	<input type="checkbox"/> Motion/Action <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Information
ATTACHMENTS	Informational Memorandum

PORT OF PORT TOWNSEND

INFORMATIONAL MEMO

DATE: 5/13/2020
TO: Commission
FROM: Eron Berg
SUBJECT: Rate for newly acquired covered yard space

BACKGROUND: With the acquisition this year of the structures formerly owned by Port Townsend Shipwrights, the Port now has a covered yard space that can be rented on a daily basis. The space can be used both by our marine trades as well as “do-it-yourselfers”. This is the only covered space owned by the Port, and no rate for its use has been established.

DISCUSSION: Covered yard space that may be rented on a daily basis is a very attractive asset. Although the covered space is 70 feet long, it can nevertheless accommodate up to a 90-foot vessel. The Port frequently entertains requests from customers for this type of workspace, and staff anticipates that it will be in high demand. This structure is also set up with its own electrical service, so charging KWH will be easy to administer, even on a daily basis.

After reviewing rates charged by other boatyards in the greater Puget Sound area, we have been unable to find good rate comparisons for this structure. The two yards we have identified that offer daily covered workspace charge more than two dollars per foot per day. Staff’s objective is to offer this valuable asset at a fair price which ensures that it will remain full most of the time. Our judgment is that a rate of \$1.15 per foot/per day would achieve this objective. This rate would be 1.5 times the daily yard rate and in line with the Port’s present shipyard rates. The proposed rate equates to \$80.50 per day with leasehold tax at 12.84% required for any stays exceeding 29 days.

Additionally, staff would propose charging a \$100.00 non-refundable reservation fee for this space, as scheduling could be difficult in the event of last-minute cancellations.

Finally, KWH used would also be charged, as well as an environmental fee consistent with the current rate sheet.

RECOMMENDATION: This item is a First Reading, presented for discussion and direction. Based on your direction, staff would bring this matter before the Commission for second reading and adoption at your regular meeting on May 27, 2020.

PORT OF PORT TOWNSEND

AGENDA COVER SHEET

MEETING DATE	May 13, 2020
AGENDA ITEM	<input type="checkbox"/> First Reading <input type="checkbox"/> Second Reading <input checked="" type="checkbox"/> Regular Business
AGENDA TITLE	VII. A) COVID-19 Update – Request for Ratification of Emergency Order 2020-07
STAFF LEAD	Eron Berg, Executive Director
REQUESTED	<input checked="" type="checkbox"/> Motion/Action <input type="checkbox"/> Discussion <input type="checkbox"/> Information
ATTACHMENTS	A. Informational Memorandum B. Emergency Order 2020-07 C. Addendum to Standard Hoist/Yard Tenancy Agreement

PORT OF PORT TOWNSEND

INFORMATIONAL MEMO

DATE: 5/13/2020
TO: Port Townsend Port Commission
FROM: Eron Berg, Executive Director
SUBJECT: COVID-19 Response – Request for Ratification of Emergency Order 2020-07

ISSUE PRESENTED: Should the Commission ratify and confirm the Emergency Orders 2020-07, or is modification or withdrawal of the order necessary?

BACKGROUND & DISCUSSION: As of May 7, 2020, a total of seven (7) Emergency Orders have been issued by the Executive Director under the authority of Declaration of Emergency 01-2020 to safeguard the health of employees and mitigate the financial impacts to Port tenants. The first six (6) of these orders were confirmed and ratified by the Commission at the regular meetings of March 25, 2020, and April 8, 2020, respectively. On May 5, 2020, Emergency Order 2020-07 was issued, in response to Governor Inslee's Proclamation 20-25.3, adjusting and extending the "Stay Home, Stay Healthy" order. Order 2020-07 directs as follows (please see attached order for further detail):

- The prohibition on nightly guest moorage at Point Hudson has been extended through May 31, 2020 (note: this could be further extended, consistent with subsequent action by the Governor);
- Customers that booked Point Hudson guest nightly moorage reservations prior to the Governor's "Stay Home, Stay Healthy" order for stays between May 5 and May 31 have been offered a full refund;
- The restrictions on Boat Haven hoist operations intended to ensure compliance with the "essential sector/essential workforce" limitations of Governor's Proclamation 20-25 (i.e., haul-outs limited to working vessels and vessels of any kind being refitted/repared by a Boat Haven based marine trade; haul-outs for "do-it-yourself" refits of recreational vessels suspended) have been extended through May 31, 2020;
- Port staff have been instructed to require that all haul out customers at Boat Haven to execute an Addendum to the Standard Hoist/Yard Tenancy Agreement which establishes COVID-19 work site requirements for "low risk" outdoor work;
- Port staff have been directed to apply the Non-working Long-term yard rate of \$8.24 per foot per month (applicable only for the period March 23 through May 31) for yard tenants that hauled out prior to issuance of the Governor's "Stay Home, Stay Healthy" Order, and who were subsequently precluded from conducting work on their vessels or from retaining Boat Haven marine trades to conduct work on their vessels by virtue of the Governor's Proclamation(s).

Other than the adjustments outlined in Emergency Order 2020-07, the provisions of the prior Emergency Orders remain in effect. Consistent with prior Emergency Orders, as well as Resolutions 719-20 and 720-20, Port staff continue to implement authorized tenant relief measures. As of Friday, May 8, 2020:

- One (1) Month-to-Month Storage Agreement has been approved for a tenant that would otherwise have vacated Port premises;
- Seven (7) Deferred Rent Agreements have been approved:
 - Four (4) agreements for the period April through June 2020;
 - Three (3) agreements for the period May through July 2020;
- A total of nine (9) CPI increases previously scheduled for May have been delayed; and
- No deferred Moorage Agreements have been requested or granted.

Our goals with respect to implementation of the additional authority granted by the Commission remain unchanged:

- To be compassionate and supportive of our tenants and assist them in maintaining their businesses (if possible);
- To maintain the Port's economic viability; and
- To accomplish both of the above within a framework that is equitable and legally defensible.

FISCAL IMPACTS: The application of the Non-working, long-term yard rate of \$8.24 per foot per month, retroactively to March 23, and prospectively through May 31, has resulted in tenant credits totaling \$15,111.78. The fiscal impact of delayed CPI and base rate adjustments to lease and rental agreements has not been quantified.

ACTION REQUESTED: Move to ratify and confirm Emergency Order 20-07.

ATTACHMENTS:

1. Emergency Order 2020-07: COVID-19 Pandemic Response; and
2. Addendum to Standard Hoist/Yard Tenancy Agreement Establishing COVID-19 Work-Site Requirements for Low-Risk Outdoor Work at Boat Haven.



**Emergency Order 2020-07
COVID-19 Pandemic Response**

May 5, 2020

On May 4, 2020 Governor Inslee issued Proclamation 20-25.3 amending Proclamations 20-05, 20-25 and 20-25.1, and 20-25.2, adjusting and further extending the “Stay at Home, Stay Healthy” order to May 31, 2020. The amended proclamation extends all of the prior prohibitions set forth in the above-referenced proclamations, while creating a variance procedure to allow certain counties to ease restrictions earlier and creating a number of exemptions for religious services and certain low-risk activities.

Consistent with the Governor’s Proclamation 20-25.3, and in an effort to keep Port staff safe, maintain essential operations, and slow the spread of COVID-19, I am ordering the following:

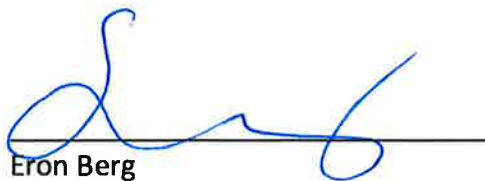
1. The following changes in policy and procedure shall apply to the Port’s Point Hudson facility:
 - a. No nightly guest moorage is permitted at Point Hudson until June 1, 2020, unless this order is further extended; and
 - b. Nightly guest moorage customers who booked reservations for the period May 5 to May 31, 2020 prior to the issuance of Governor’s Proclamation 20-25 on March 23, 2020 will be notified and offered a full refund.Other than the changes to policy and procedure for Point Hudson set forth above, Emergency Order 2020-06 continues to apply.
2. The following changes in policy and procedure shall apply to the Port’s Boat Haven facility:
 - a. Through the period ending May 31, 2020, Boat Haven Yard & Moorage staff are directed not to make reservations for, or execute, Haul-Out and Yard Tenancy Agreements for any “do it yourself” recreational vessel owners.¹

¹ Amends item #4(g) of Emergency Order 2020-06.

- b. The Addendum to the Standard Hoist/Yard Tenancy Agreement attached to this Emergency Order 2020-07, which establishes COVID-19 work-site requirements for low-risk outdoor work, shall be required for all haul outs occurring at Boat Haven.
- 3. In addition to the policy changes outlined in item #2, above, Boat Haven Yard & Moorage Staff are directed to apply the Non-working Long-term yard rate of \$8.24 per foot per month to Yard Tenancy Agreements for recreational vessels executed prior to the issuance of the state-wide "Stay Home/Stay Healthy" order, subject to the following limitations:
 - a. The Non-working Long-term yard rate shall only be applied to yard tenants who executed an agreement with the Port, and had recreational vessels hauled out for work, on or before March 23, 2020 (i.e., the date of issuance of Governor's Proclamation 20-25);
 - b. In consequence of the COVID-19 pandemic and the effect of Proclamation 20-25, the tenant has been unable to either:
 - i. Conduct non-essential "do it yourself" work on a recreational vessel; or
 - ii. Retain a Boat Haven marine trades business to timely complete previously schedule work on a recreational vessel.²
 - c. The lower "storage" rate shall be applied retroactively to March 23, 2020 through to May 31, 2020;
 - d. Customers shall be provided with a credit balance adjustment to apply any overpayment as payment to subsequent invoices; and
 - e. Beginning June 1, 2020, the applicable rate set forth on the 2020 Yard Rate Schedule shall apply, unless this order is further extended.

Except as specifically modified by this Emergency Order 2020-07, all other currently effective provisions of prior Emergency Orders shall remain in effect.

Signed May 5, 2020:



Eron Berg
Executive Director

² "Boat Haven marine trades businesses" means all trades working at the facility, whether lease tenants or independent contractors, PROVIDED that such businesses have valid State and City businesses licenses.



**Addendum to Standard Hoist/Yard Tenancy Agreement
Establishing COVID-19 Work-Site Requirements for
Low-Risk Outdoor Work at Boat Haven**

All vessel repair and maintenance activities occurring in the Port of Port Townsend's Boat Haven Work Yard and Boat Yard areas may occur only if such activities allow workers to work at least six (6) feet away from each other. Any work that requires individuals to be closer than six (6) feet is not considered "low-risk" and is prohibited. Adherence to the physical distancing and other requirements established within this Addendum will be strictly enforced by the Port, and violations may result in the issuance of "stop work" orders or termination of the Hoist/Yard Tenancy Agreement.

I, _____, the undersigned, owner and operator of
_____ (i.e., name of business or vessel), agree to the following
restrictions on all outdoor work at the Port's Boat Haven facility:

- 1. General Requirements.** I understand and agree that all owners/operators of vessels conducting work in the yard areas at Boat Haven have a general obligation to keep a safe and healthy worksite. I expressly understand and agree that failure to follow the requirements set forth in this addendum will be considered a violation of these duties and may result in the following, at the Port's sole and absolute discretion:
 - a. Issuance of a 24 to 48 hour "stop work" order; or
 - b. Issuance of an indefinite "stop work" order with the owner/operator given the option to either:
 - i. Launch the vessel and vacate Port property, if practicable; or
 - ii. Retain a contractor (e.g., a Boat Haven-based marine trade) to complete the required work.
- 2. Contractors.** All independent contractors retained by an owner/operator to conduct all or a portion of the work required on a vessel are also required to comply with the following COVID-19 worksite-specific safety practices, as outlined in Governor Jay Inslee's "Stay Home, Stay Healthy" Proclamation 20-25, and in accordance with the Washington State Department of Labor & Industries General Coronavirus Prevention Under Stay Home-Stay Healthy Order (DOSH Directive 1.70 and the Washington State Department of Health Workplace and Employer Resources & Recommendations).
- 3. Social Distancing Requirements.** I understand and agree to follow the social-distancing requirements while on Port premises generally and while conducting any work in the yard areas at Boat Haven:
 - a. Social distancing of at least six (6) feet of separation shall be maintained by every person on every worksite at all times;
 - b. Gatherings of any size are prohibited;
 - c. Any time two (2) or more persons meet, a minimum of six (6) feet of separation shall be required;

- d. Interactions when picking up or delivering equipment or materials to a worksite shall be minimized, and shall ensure minimum 6- foot separation;
- e. To the extent practical, only one trade/subcontractor at a time may be permitted on a worksite, and a minimum six (6) foot separation shall be maintained for each such trade/subcontractor. If more than one trade/subcontractor must be on the site at the same time to complete the required work, then all trades and subcontractors must maintain social-distancing policies set forth above.

4. Personal Protective Equipment. I understand and agree that:

- a. Personal protective equipment (PPE) (e.g., face masks, face shields, goggles, gloves) will be provided and used as appropriate or required for the activity being performed.
- b. If appropriate PPE cannot be provided, project work will cease.
- c. Cloth/paper facemasks should be worn by all persons in public areas on Port premises at all times.

5. Sanitation and Cleanliness. I understand and agree to follow the guidance set forth below, to the maximum extent practicable:

- a. Frequent handwashing (for at least 20 seconds) before and after using Port bathroom facilities, before and after eating, and after coughing, sneezing or blowing one's nose.
- b. The regular use of alcohol-based hand sanitizers with greater than 60% ethanol or 70% isopropanol (the use of such sanitizers should not be viewed as a substitute for frequent hand washing).
- c. Regular cleaning and disinfecting of frequently touched surfaces and objects on worksites (e.g., shared tools).
- d. Immediate cleaning and disinfecting of affected work areas if any individual (whether the vessel owner/operator or a contractor) on a worksite reports feeling sick and goes home.

6. Symptoms of Illness – Exposure to Confirmed Coronavirus Cases. I understand and agree that all persons on the vessel worksite should:

- a. Stay home or leave the worksite when feeling sick or if any such person has been in close contact with a confirmed positive case of COVID-19 or has a temperature of 100.4°F or higher.
- b. Seek immediate medical attention if symptoms of acute respiratory illness develop.
- c. Follow the isolation/quarantine requirements established by the State Department of Health if they have a family member confirmed positive for COVID-19.
- d. Immediately notify Port staff if any person on a vessel worksite has either tested positive for COVID-19 or has been in close contact with a confirmed case of COVID-19.

I have carefully read this document and fully understand my obligations hereunder.

Accepted by: _____
 Vessel Owner/Operator/Agent Date

PORT OF PORT TOWNSEND

AGENDA COVER SHEET

MEETING DATE	May 13, 2020
AGENDA ITEM	<input type="checkbox"/> First Reading <input type="checkbox"/> Second Reading <input checked="" type="checkbox"/> Regular Business
AGENDA TITLE	VII. B) New Lease for Hanson of Port Townsend, Inc.
STAFF LEAD	Eric Toews, Deputy Director
REQUESTED	<input checked="" type="checkbox"/> Motion/Action <input type="checkbox"/> Discussion <input type="checkbox"/> Information
ATTACHMENTS	A. Informational Memorandum B. Summary of Key Terms C. Hanson of PT Lease Agreement

PORT OF PORT TOWNSEND

INFORMATIONAL MEMO

DATE: 5/13/2020
TO: Port Commission
FROM: Sue Nelson, Lease & Contracts Administrator
SUBJECT: Hanson of Port Townsend, Inc. – Proposed Lease Agreement

BACKGROUND: Mr. Hanson has been a tenant in good standing with the Port since 2007. His leased premises are used as a retail dive shop and for storage of diving and watersports equipment.

DISCUSSION: The space occupied by Hanson of Port Townsend, Inc. includes 500 square feet of shop and storage space.

The proposed lease term is two (2) years with three one (1)-year options.

In the event the Hanson of Port Townsend, Inc. were to become a “holdover” tenant at the end of the lease term, the rent would increase to 125% of that paid in the month preceding lease termination.

The proposed security deposit is equal to three (3) months’ rent.

Staff is pleased to present this proposed lease to the Commission, and to facilitate the continued presence of Mr. Hanson’s dive shop at Point Hudson.

RECOMMENDATION: Authorize the Executive Director to execute the attached lease with Hanson of Port Townsend, Inc., a Washington State Corporation.

ATTACHMENTS

- Summary of Key Terms
- Proposed Port/Hanson Lease Agreement (including Exhibit “A”, depicting the premises)

PORT OF PORT TOWNSEND:
Summary of Key Terms – Hanson of Port Townsend Building Lease
(April 29, 2020)

1. **TENANT:** Hanson of Port Townsend, Inc., a Washington State Profit Corporation.
2. **PREMISES:** A 500 square foot shop/store front located on the main floor in the northeastern corner of the Armory Building, at the Port's Point Hudson facility, 313 Jackson Street, Port Townsend, WA.
3. **TERM:** Two (2) years, beginning on June 1, 2020, and ending on May 31, 2022. Option to extend the lease term by three (3) additional one (1) year terms. Notification to extend the lease to be done in writing ninety (90) days prior to the end of the lease or any extended term.
4. **RENT:** \$340.00 per month (calculated at 68¢ per square foot) for 500 square feet of shop/storage space. Rent adjusted per CPI-U beginning year 2; base rent may be adjusted beginning in year three (i.e., based on market rate study).
5. **HOLDING OVER:** In the event Lessee allows the lease to expire without negotiating a new agreement with the Port, the tenancy will roll over into a month-to-month basis, with all other provisions of the lease agreement remaining in effect, except that the rent will increase to 125% of the rent due in the month preceding the holdover (e.g., if the rent were \$340.00 + LHT at the time of lease expiration, the rent in holdover status would be + 25% (\$85.00), or \$425.00 + LHT).
6. **USE OF PREMISES:** A retail dive shop and related storage of diving and watersports equipment.
7. **SECURITY:** Three months' security + LHT would be required at lease inception (\$1,150.98). Because Lessee already has a deposit of \$583.38 on file with the Port, an additional \$567.60 would be required prior to execution of the lease.
8. **UTILITIES:** All utilities are the responsibility of the Lessee.
9. **MAINTENANCE & REPAIR:** All maintenance and repairs are the Lessee's responsibility.
10. **INSURANCE:** Per Port policy. Commercial General Liability of \$1,000,000 combined single limit; Workers Compensation Insurance of not less than \$1,000,000 per occurrence; insurance certificates naming the Port as an additional insured; proof of insurance must be provided prior to occupancy.
11. **ASSIGNMENT/SUBLEASE:** Permitted only by prior written consent of the Port.
12. **DEFAULTS/TERMINATION:** Time is of the essence. Failure to pay rent, or to abide by the covenants/agreements contained in the lease, may serve as a basis for termination. Lessee will be provided with fifteen (15) days' written notice to cure defaults. Port may also terminate upon one-hundred and twenty (120) days' written notice, at its sole discretion, for public or private use in connection with the operation of the business of the Port.

PORT OF PORT TOWNSEND POINT HUDSON BUILDING LEASE

THIS LEASE AGREEMENT made this ____ day of May, 2020 by and between the PORT OF PORT TOWNSEND, a municipal corporation organized and existing under the laws of the State of Washington, Lessor, hereinafter referred to as "the Port," and HANSON OF PORT TOWNSEND, INC., a Washington State Profit Corporation, hereinafter referred to as "Lessee."

WITNESSETH:

That the parties hereto do mutually agree as follows:

1. **LEASED PREMISES:** The Port hereby leases to Lessee, and Lessee hereby hires and leases from the Port, the following described premises situated in the City of Port Townsend, Jefferson County, State of Washington:

Approximately 500 square feet of shop space located on the ground floor, northeast corner of the Armory Building at Point Hudson, 313 Jackson Street, Port Townsend WA 98368

hereinafter referred to as "the premises." All grounds and parking areas surrounding the Armory Building are excluded from the leased premises. The premises are depicted on Exhibit "A" which is attached hereto and which by this reference is incorporated herein as if fully set forth herein.

2. **TERM:** The term of this Lease is two (2) years, beginning June 1, 2020, and ending at midnight, May 31, 2022 unless extended or sooner terminated as provided in this Lease. The Lessee shall also have an option to extend the lease term by three (3) additional one (1)-year terms. Notification to extend the Lease will be done in writing 90 days prior to end of the initial or any extended lease term.
3. **RENT:** Lessee agrees to pay as rental for the leased premises the sum of **Three Hundred Forty Dollars and No Cents (\$340.00)** plus all applicable taxes.¹ The rent for each month shall be paid to the Port in advance on or before the first day of each and every month of the lease term, and shall be payable at such place as the Port may hereinafter designate. Beginning in year three (3) and every three (3) years thereafter, the rental rate may be adjusted to the fair market rental rate then prevailing for comparable commercial and/or industrial property in the Western Washington area, bearing in mind all allowable uses of the property and all services and amenities available to the property by virtue of its location. The rental rate beginning in year two (2) and annually throughout the term of the lease will be adjusted by an amount equal to the accumulative amount found on the Consumer Price Index for all urban consumers (CPI-U) for Seattle-Tacoma-Bellevue, which is compiled by the Department of Labor, Bureau of Statistics. In no event shall any rent adjustment result in a reduction in rent from the rate paid in the prior year.

¹ Calculated as follows: 68¢ per s.f. x 500 s.f. = \$340.00 rent; LHT @ 12.84% x \$340.00 = \$43.66; total = \$383.66.

4. **LATE CHARGE:** In the event that any installment of rent remains unpaid more than twenty (20) days after it is due, then Lessee shall also be obliged to pay a "late charge" as per the Port of Port Townsend Rate Schedule then in effect.
5. **DEPOSIT:** Lessee shall deposit with the Port security in the amount of **One Thousand One Hundred Fifty Dollars and Ninety-Eight Cents (\$1,150.98)**.² Lessee has an existing deposit of **Five Hundred Eighty-Three Dollars and Thirty-Eight Cents (\$583.38)** currently on file with the Port under an agreement now superseded by this Lease. Accordingly, Lessee shall deposit an additional **Five Hundred Sixty-Seven Dollars and Sixty Cents (\$567.60)** in order to satisfy the requirements of this Paragraph 5 ("the additional deposit"). The deposit shall be held by the Port as security for Lessee's faithful performance of all its obligations under this Lease. Any interest earned on amounts deposited shall be retained by the Port. The deposit shall be returned to Lessee upon termination of this Lease, less any charges owing to the Port or expenses incurred by the Port in repairing damage caused by Lessee or restoring the leased premises to the condition required upon termination of this Lease.
6. **USE OF PREMISES:** Lessee shall use the premises for a retail dive shop and related storage of diving and watersports equipment and shall not use them for any other purposes without the prior written consent of the Port. Lessee shall use the entire premises for the conduct of said business in a first-class manner continuously during the entire term of this Lease, with the exception of temporary closures for such periods as may reasonably be necessary for repairs or redecorating or for reasons beyond Lessee's reasonable control. Except for ordinary and routine noises and vibrations associated with the maintenance of diving equipment, Lessee agrees that it will not disturb the Port or any other tenant of the Port's by making or permitting any disturbance or any unusual noise, vibration or other condition on or in the premises.
7. **CONDUCT COVENANTS AND WARRANTIES:** In addition to all other covenants and warranties set forth herein, Lessee specifically represents to the Port as follows:
- Quiet Conduct. The conduct of Lessee and such others for whom Lessee is responsible shall not, in any manner, disturb the quiet enjoyment of other Tenants, invitees, or visitors, in or near where the Premises are located, including common areas.
 - Damage. The conduct of Lessee and such others for whom Lessee is responsible shall not result in or cause destruction or damage to the Premises, or any part thereof including, but not limited to any and all common areas, or the property of other Tenants, their invitees, and visitors.
8. **UTILITIES:** Lessee shall be liable for, and shall pay throughout the term of this Lease, all utility services furnished to the premises, including, but not limited to, light, heat, electricity, gas, water, sewerage, garbage disposal.

² Required security for all Port leases is three (3) months (minimum + LHT, calculated as follows: \$340.00 per month x 3 = \$1,020.00; \$1,020.00 x 12.84% LHT = \$130.97; = \$1,020.00 + \$130.97 = \$1,150.97.

9. **ACCEPTANCE OF PREMISES:** Lessee has examined the leased premises and accepts them in their present condition "as is" and without further maintenance liability on the part of the Port. The Port makes no representations or warranties with respect to the condition, suitability, zoning restrictions, or usability, except the Port's right to grant a lease of the premises. Lessee acknowledges that Lessee has fully inspected the premises and is not relying on any statement or representation made by the Port or the Port's agents with respect to the condition of the premises, and Lessee assumes the responsibility and risks of the same, including any defects or conditions that cannot be observed by casual inspection.
10. **MAINTENANCE AND REPAIR:** Maintenance and repair of the premises and all improvements thereon is the sole responsibility of Lessee. Accordingly, at the expiration or sooner termination of this Lease, Lessee shall return the premises to the Port in the same condition in which received (or, if altered by Lessee with the Port's consent, then the premises shall be returned in such altered condition), reasonable wear and tear and damage by fire or unavoidable casualty excepted. Lessee's obligation to make repairs shall not extend to any repairs to the roof (structure or covering), to the foundations of the building or structure and exterior walls, of which the leased premises are a part, unless such repairs are necessitated by Lessee's negligence or failure to maintain the interior. Lessee shall, at its' own expense, and at all times:
- Keep the premises, and the adjoining roadways and sidewalks, neat, clean and in a safe and sanitary condition;
 - Maintain and keep the leased premises in a good state of repair; and
 - Not commit waste of any kind.
11. **ALTERATIONS AND IMPROVEMENTS:** Lessee shall make no alterations or improvements to or upon the premises or install any fixtures (other than trade fixtures which can be removed without injury to the premises) without first obtaining written approval from the Executive Director of the Port. When seeking the Port's approval, Lessee shall submit full plans and specifications for any proposed alterations and shall furnish proof of compliance with all applicable building codes and other regulations and shall apply for and obtain all necessary permits for such work. If the proposed improvements are estimated to cost more than \$25,000, the Port may require the posting of a completion bond as security for the completion of the improvements. Upon conclusion of the alterations, Lessee shall furnish "as-built" drawings of all improvements and alterations. The Port's approval of alterations shall also include agreement for disposition of the improvements upon termination of this Lease.
12. **INSPECTION - "FOR RENT" SIGNS:** The Port reserves the right to inspect the leased premises at any and all reasonable times throughout the term of this Lease, PROVIDED, that it shall not interfere unduly with Lessee's operations. The right of inspection reserved to the Port hereunder shall impose no obligation on the Port to make inspections to ascertain the condition of the premises and shall impose no liability upon the Port for failure to make such inspections. The Port shall have the right to place and maintain "For Rent" signs in conspicuous places on the premises for thirty (30) days prior to the expiration or sooner termination of this Lease.

- 13. POSSESSION:** If the Port shall be unable for any reason to deliver possession of the premises, or any portion thereof, at the time of the commencement of the term of this Lease, the Port shall not be liable for any damage caused thereby to Lessee, nor shall this Lease thereby become void or voidable, nor shall the term specified herein be in any way extended, but in such event Lessee shall not be liable for any rent until such time as the Port can deliver possession, PROVIDED, that if Lessee shall, in the interim, take possession of any portion of the premises, it shall pay as rental the full rental specified herein reduced pro rata for the portion of the premises not available for possession by Lessee, AND PROVIDED FURTHER, that if the Port shall be unable to deliver possession of the premises at the commencement of the term of this Lease, Lessee shall have the option to terminate this Lease by at least thirty (30) days written notice, unless the Port shall deliver possession of the premises prior to the effective date of termination specified in such notice. If Lessee shall, with the Port's consent, take possession of all or any part of the premises prior to the commencement of the term of this Lease, all of the terms and conditions of this Lease shall immediately become applicable.
- 14. DAMAGE OR DESTRUCTION:**
- a. Should the premises or the buildings or structures of which the premises are a part be damaged by fire or other casualty, and if the damage is repairable within four (4) weeks from the date of the occurrence (with the repair work and the preparations therefore to be done during regular working hours on regular work days), the premises shall be repaired with due diligence by the Port, and in the meantime the monthly minimum rental shall be abated in the same proportion that the untenable portion of the premises bears to the whole thereof, for the period from the occurrence of the damage to the completion of the repairs.
 - b. Should the premises or any buildings or structures of which the premises are a part be completely destroyed by fire or other casualty, or should they be damaged to such an extent that the damage cannot be repaired within four (4) weeks of the occurrence, the Port shall have the option to terminate this Lease on thirty (30) days' notice, effective as of any date not more than sixty (60) days' after the occurrence. In the event that this paragraph shall become applicable, the Port shall advise Lessee within thirty (30) days after the happening of any such damage whether the Port has elected to continue the lease in effect or to terminate it. If the Port shall elect to continue this Lease in effect, it shall commence and prosecute with due diligence any work necessary to restore or repair the premises. If the Port shall fail to notify Lessee of its election within said thirty (30) day period, the Port shall be deemed to have elected to terminate this Lease, and the lease shall automatically terminate sixty (60) days after the occurrence of the damage. For the period from the occurrence of any damage to the premises to the date of completion of the repairs to the premises (or to the date of termination of the lease if the Port shall elect not to restore the premises), the monthly minimum rental shall be abated in the same proportion as the untenable portion of the premises bears to the whole thereof.
- 15. INDEMNIFICATION AND HOLD HARMLESS:** The Port, its employees and agents shall not be liable for any injury (including death) to any persons or for damage to any property, regardless of

how such injury or damage be caused, sustained, or alleged to have been sustained by the Lessee or by others as a result of any condition (including existing or future defects in the premises) or occurrence whatsoever related in any way to the premises and the areas adjacent thereto or related in any way to Lessee's use or occupancy of the premises and of the areas adjacent thereto except to the extent attributable to the negligence or other wrongdoing of the Port or its employees, contractors or agents. Lessee agrees to defend and to hold and save the Port harmless from all liability or expense of litigation in connection with any such items of actual or alleged injury or damage.

- 16. INSURANCE:** Lessee agrees to maintain during the lease term liability insurance as set forth below, at Lessee's sole expense. All such insurance shall name the Port of Port Townsend as an additional insured and shall be with insurance companies acceptable to the Port.
- a. Comprehensive General Liability Insurance against claims for injury or death to persons or damage to property with minimum limits of liability of \$1,000,000.00 combined single limit for each occurrence. Such insurance shall include but not be limited to bodily injury liability, personal injury liability, property damage liability, broad form property damage liability, contractual liability, and products/completed operations liability.
 - b. Workers Compensation Insurance as will protect tenant's employees from claims under Washington Workers Compensation Act as well as all Federal Acts applicable to the tenant's operations at the site such as but not limited to U.S. Longshoremen and Harborworkers Act, Jones Act, and Federal Employers Liability section of the Washington Workers Compensation Policy and all Federal Acts Insurance shall not be less than \$1,000,000.00 for each occurrence.

The Lessee agrees to supply the Port with appropriate evidence to establish that its insurance obligations have been met, and that the insurance policy or policies are not subject to cancellation without at least thirty (30) days advance written notice to the Port. The conditions set forth in subparagraphs (a) and (b) of this Paragraph 16 shall be met prior to occupancy.

- 17. LIMITED WAIVER OF IMMUNITY UNDER WASHINGTON STATE INDUSTRIAL INSURANCE ACT, TITLE 51 RCW AND OTHER SIMILAR INDUSTRIAL INSURANCE SCHEMES:** For purposes of the indemnification provision set forth in Paragraph 15, above, and only to the extent of claims against Lessee by the Port under such indemnification provision, Lessee specifically waives any immunity it may be granted under the Washington State Industrial Insurance Act, Title 51 RCW, The United States Longshore and Harbor Workers Compensation Act, 33 USC §901-950, or any other similar workers' compensation schemes. 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.

- 18. WAIVER OF SUBROGATION:** The Port and Lessee hereby mutually release each other from liability and waive all right of recovery against each other for any loss from perils insured against under their respective fire insurance contracts, including any extended coverage endorsements

thereto, PROVIDED, that this Paragraph 18 shall be inapplicable if it would have the effect, but only to the extent that it would have the effect, of invalidating any insurance coverage of the Port or Lessee.

- 19. INCREASE IN COST OF INSURANCE:** Lessee shall not use the demised premises in such a manner as to increase the existing rates of insurance applicable to the buildings or structures of which the premises are a part. If it nevertheless does so, then, at the option of the Port, the full amount of any resulting increase in premiums paid by the Port with respect to the buildings or structures of which the leased premises are a part, and to the extent allocable to the term of this Lease, may be added to the amount of rental hereinabove specified and shall be paid by Lessee to the Port upon the monthly rental day next thereafter occurring.
- 20. TAXES:** Lessee shall be liable for, and shall pay throughout the term of this Lease, all license and excise fees and occupation taxes covering the business conducted on the premises, and all taxes on property of Lessee on the leased premises and any taxes on the leased premises or leasehold interest created by this Lease Agreement.
- 21. COMPLIANCE WITH PORT REGULATIONS AND WITH ALL LAWS:** Lessee agrees to comply with all applicable rules and regulations of the Port pertaining to the building or other realty of which the premises are a part now in existence or hereafter promulgated for the general safety and convenience of the Port, its various tenants, invitees, licensees and the general public. Lessee also agrees to comply with all applicable federal, state, and municipal laws, ordinances, and regulations. Lessee further agrees that all buildings, structures or other improvements, approved by the Port, will be properly permitted by Jefferson County. Any fees for any inspection of the premises during or for the lease term by any federal, state or municipal officer and the fees for any so-called "Certificate of Occupancy" shall be paid by Lessee.
- 22. ASSIGNMENT OR SUBLEASE:**
- a. Lessee shall not assign or transfer this Lease or any interest therein nor sublet the whole or any part of the premises, nor shall this Lease or any interest thereunder be assignable or transferable by operation of law or by any process or proceeding of any court, otherwise, without the written consent of the Port first had and obtained.
 - b. If Lessee is a corporation, Lessee further agrees that if at any time during the term of this Lease more than one-half (1/2) of the outstanding shares of any class of stock of Lessee corporation shall belong to any stockholders other than those who own more than one-half (1/2) of the outstanding shares of that class of stock at the time of the execution of this Lease or to members of their immediate families, such change in the ownership of the stock of the Lessee shall be deemed an assignment of this Lease within the meaning of this paragraph.
 - c. Lessee shall reimburse the Port, within thirty (30) days of presentment of a bill for attorney fees incurred by the Port regarding a consent to assignment for the purpose of obtaining a loan or other consideration from a third party.

- d. If the Port shall give its consent to any assignment or sublease, this paragraph shall nevertheless continue in full force and effect and no further assignment or sublease shall be made without the Port's consent.

- 23. DEFAULTS:** Time is of the essence of this Lease Agreement, and in the event of the failure of Lessee to pay the rentals or other charges at the time and in the manner herein specified, or to keep any of the covenants or agreements herein set forth to be kept and performed, the Port may elect to terminate this Lease and reenter and take possession of the premises with or without process of law, PROVIDED, however, that Lessee shall be given fifteen (15) days' notice in writing stating the nature of the default in order to permit such default to be remedied by Lessee within said fifteen (15) day period. If upon such reentry there remains any personal property of Lessee or of any other person upon the leased premises, the Port may, but without the obligation so to do, remove said personal property and hold it for the owners thereof or may place the same in a public garage or warehouse, all at the expense and risk of the owners thereof, and Lessee shall reimburse the Port for any expense incurred by the Port in connection with such removal and storage. The Port shall have the right to sell such stored property, without notice to Lessee, after it has been stored for a period of thirty (30) days or more, the proceeds of such sale to be applied first to the cost of such sale, second to the payment of the charges for storage, and third to the payment of any other amounts which may then be due from Lessee to the Port, and the balance, if any, shall be paid to Lessee. Notwithstanding any such reentry, the liability of Lessee for the full rental provided for herein shall not be extinguished for the balance of the term of this Lease, and Lessee shall make good to the Port any deficiency arising from a re-letting of the leased premises at a lesser rental than that hereinbefore agreed upon. Lessee shall pay such deficiency each month as the amount thereof is ascertained by the Port. Any failure by the owners, officers, or principals of Lessee to pay rentals, storage fees, moorage or any other charges owed to the Port under separate contract shall constitute default under provisions of this Lease Agreement.
- 24. TERMINATION BY PORT:** In the event that the Port, at its sole discretion, shall require the use of the premises for any purpose for public or private use in connection with the operation of the business of the Port, then this Lease may be terminated by the Port by written notice delivered or mailed by the Port to the Lessee **sixty (60)** or more days before the termination date specified in the notice. The Lessee and the Port's Executive Director will agree to appropriate compensation to be provided Lessee for loss of use, cost of relocation, and/or cost of improvements. In the event that the parties are unable to reach agreement on the compensation to Lessee, the amount shall be determined by arbitration before a single arbitrator who shall be jointly selected by the parties or by the Jefferson County Court if the parties cannot agree.
- 25. TERMINATION FOR GOVERNMENT USE:** In the event that the United States Government or any agency or instrumentality thereof shall, by condemnation or otherwise, take title, possession or the right to possession of the premises or any part thereof, the Port may, at its option, terminate this Lease as of the date of such taking, and, if Lessee is not in default under any of the provisions

of this Lease on said date, any rental prepaid by Lessee shall, to the extent allocable to any period subsequent to the effective date of the termination, be promptly refunded to Lessee.

- 26. TERMINATION BECAUSE OF COURT DECREE:** In the event that any court having jurisdiction in the matter shall render a decision which has become final and which will prevent the performance by the Port of any of its obligations under this Lease, then either party hereto may terminate this Lease by written notice, and all rights and obligations hereunder (with the exception of any undischarged rights and obligations that accrued prior to the effective date of termination) shall thereupon terminate. If Lessee is not in default under any of the provisions of this Lease on the effective date of such termination, any rental prepaid by Lessee shall, to the extent allocable to any period subsequent to the effective date of the termination, be promptly refunded to Lessee.
- 27. SIGNS:** No signs or other advertising matter, symbols, canopies or awnings shall be attached to or painted or within the leased premises, including the windows and doors thereof, without the approval of the Executive Director of the Port first had and obtained. At the termination or sooner expiration of this Lease, all such signs, advertising matter, symbols, canopies or awnings attached to or painted by Lessee shall be removed by Lessee at its own expense, and Lessee shall repair any damage or injury to the premises, and correct any unsightly condition, caused by the maintenance and removal of said signs, etc.
- 28. INSOLVENCY:** If Lessee shall file a petition in bankruptcy, or if Lessee shall be adjudged bankrupt or insolvent by any court, or if a receiver of the property of Lessee shall be appointed in any proceeding brought by or against Lessee, or if Lessee shall make an assignment for the benefit of creditors, or if any proceedings shall be commenced to foreclose any mortgage or any other lien on Lessee's interest in the premises or on any personal property kept or maintained on the premises by Lessee, the Port may at its option, terminate this Lease.
- 29. WAIVER:** The acceptance of rental by the Port for any period or periods after a default by Lessee hereunder shall not be deemed a waiver of such default unless the Port shall so intend and shall so advise Lessee in writing. No waiver by the Port of any default hereunder by Lessee shall be construed to be or act as a waiver of any subsequent default by Lessee. After any default shall have been cured by Lessee, it shall not thereafter be used by the Port as a ground for the commencement of any action under the provisions of Paragraph 24 hereof.
- 30. PROMOTION OF PORT COMMERCE:** Lessee agrees that throughout the term of this Lease it will, insofar as practicable, promote and aid the movement of passengers and freight through facilities within the territorial limits of the Port. Lessee further agrees that all incoming shipments of commodities that it may be able to control or direct shall be made through facilities within the territorial limits of the Port if there will be no resulting cost or time disadvantage to Lessee.
- 31. SURRENDER OF PREMISES:** At the expiration or earlier termination of the term, Lessee shall surrender to the Port the possession of the premises and all improvements. Surrender or

removal of fixtures, trade fixtures and improvements shall be as directed in Paragraph 11 of this Lease on ownership of improvements at termination. Lessee shall leave the surrendered premises and any other property in broom-clean condition except as provided to the contrary in provisions of this Lease on maintenance and repair of improvements. All property that Lessee is required to surrender shall become the Port's property at termination of this Lease. All property that Lessee is not required to surrender but that Lessee does abandon shall, at the Port's election, become the Port's property at termination. If Lessee fails to surrender the premises at the expiration or sooner termination of this Lease, Lessee shall defend and indemnify the Port from all liability and expense resulting from the delay or failure to surrender, including, without limitation, claims made by any succeeding tenant founded on or resulting from Lessee's failure to surrender.

- 32. ATTORNEY'S FEES:** In the event that the Port shall be required to bring any action to enforce any of the provisions of this Agreement, or shall be required to defend any action brought by Tenant with respect to this Agreement, and if the Port shall be successful in such action, Tenant shall, in addition to all other payments required herein, pay all of the Port's actual costs in connection with such action, including such sums as the court or courts may adjudge reasonable as attorney's fees in the trial court and in any appellate courts. This provision shall survive the termination of this Agreement.
- 33. HOLDING OVER:** Any holding over by the Lessee after the expiration of this Lease shall be construed as a tenancy at sufferance (unless such occupancy is with the written consent of the Port) in which event the Lessee will be a tenant from month to month, upon the same terms and conditions of this Lease, except at a rent for such holdover period of 125% of the rental rate in effect for the month preceding such holdover. Acceptance by the Port of rent after such termination shall not constitute a renewal.
- 34. ADVANCES BY PORT FOR LESSEE:** If Lessee shall fail to do anything required to be done by it under the terms of this Lease, except to pay rent, the Port may, at its sole option, do such act or thing on behalf of Lessee, and upon notification to Lessee of the cost thereof to the Port, Lessee shall promptly pay the Port the amount of that cost.
- 35. LIENS AND ENCUMBRANCES:** Lessee shall keep the leased premises free and clear of any liens and encumbrances arising or growing out of the use and occupancy of the said premises by Lessee. At the Port's request, Lessee shall furnish the Port with written proof of payment of any item that would or might constitute the basis for such a lien on the leased premises if not paid.
- 36. NOTICES:** All notices hereunder may be delivered or mailed. If mailed, they shall be sent by certified or registered mail to the following respective addresses:

To Lessor:
THE PORT OF PORT TOWNSEND
P.O. Box 1180
Port Townsend, Washington 98368

To Lessee:
Chris Hanson
HANSON OF PORT TOWNSEND, INC.
PO Box 173
Port Townsend, WA 98368
360-385-4685

or to such other respective addresses as either party hereto may hereafter from time to time designate in writing. Notices sent by mail shall be deemed to have been given when properly mailed, and the postmark affixed by the United States Post Office shall be conclusive evidence of the date of mailing.

- 37. JOINT AND SEVERAL LIABILITY:** Each and every party who signs this Lease, other than in a representative capacity, as Lessee, shall be jointly and severally liable hereunder.
- 38. "LESSEE" INCLUDES LESSEE, ETC.:** It is understood and agreed that for convenience the word "Lessee" and verbs and pronouns in the singular number and neuter gender are uniformly used throughout this Lease, regardless of the number, gender or fact of incorporation of the party who is, or of the parties who are, the actual Lessee or Lessee under this Lease Agreement.
- 39. CAPTIONS:** The captions in this Lease are for convenience only and do not in any way limit or amplify the provisions of this Lease.
- 40. SEVERABILITY:** If any term or provision of this Lease Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect.
- 41. NON-DISCRIMINATION - SERVICES:** The Lessee agrees that it will not discriminate by segregation or otherwise against any person or persons because of race, creed, color, sex, sexual orientation, or national origin in furnishing, or by refusing to furnish, to such person, or persons, the use of the facility herein provided, including any and all services, privileges, accommodations, and activities provided thereby.

It is agreed that the Lessee's noncompliance with the provisions of this clause shall constitute a material breach of this Lease. In the event of such noncompliance, the Port may take appropriate action to enforce compliance, may terminate this Lease, or may pursue such other remedies as may be provided by law.

- 42. NON-DISCRIMINATION - EMPLOYMENT:** The Lessee covenants and agrees that in all matters pertaining to the performance of this Lease, Lessee shall at all times conduct its business in a

manner which assures fair, equal and non-discriminatory treatment of all persons without respect to race, creed or national origin and, in particular:

- a. Lessee will maintain open hiring and employment practices and will welcome applications for employment in all positions from qualified individuals who are members of racial or other minorities, and
- b. Lessee will comply strictly with all requirements of applicable federal, state or local laws or regulations issued pursuant thereto relating to the establishment of non-discriminatory requirements in hiring and employment practices and assuring the service of all patrons or customers without discrimination as to any person's race, creed, color, sex, sexual orientation, or national origin.

43. LESSEE'S ACKNOWLEDGEMENT OF PRESENCE OF CERTAIN SUBSTANCES: Lessee acknowledges that, because the buildings at Point Hudson were constructed many years ago, that they may contain asbestos, creosote, lead paint and other substances that would not be allowed in modern construction. The Port will comply with the directives of any lawful authority that may require the removal or remediation of such substances and will not use any such substances during the renovation or remodeling of the Point Hudson facility, but Lessee agrees not to demand the removal of any such substances which do not impose a hazard to the health of Lessee and its employees, guests and invitees. In the event that any such substances need to be removed from the leased premises, Lessee agrees to cooperate with the Port and allow the removal of such materials, including the temporary cessation of Lessee's business activities, Lessee's rent shall be abated during any such period of disruption, but Lessee shall not be entitled to any damages or compensation for business interruption or loss of revenue, PROVIDED the Port moves expeditiously to complete such activities.

44. EASEMENTS: The Parties recognize that the Port facilities are continuously being modified to improve the utilities and services used and provided by the Port. The Port or its agents shall have the right to enter the demised premises of the Lessee, and to cross over, construct, move, reconstruct, rearrange, alter, maintain, repair and operate the sewer, water, and drainage lines, and the electrical service, and all other services required by the Port for its use. The Port is hereby granted a continuous easement or easements that the Port believes is necessary within the lease premises of the Lessee, without any additional cost to the Port for the purposes expressed hereinabove; PROVIDED however, that the Port by virtue of such use does not permanently deprive the Lessee from its beneficial use or occupancy of its leased area.

In the event that the Port does permanently deprive the Lessee from such beneficial use or occupancy, then an equitable adjustment in rent or in the cost required to modify its premises to allow the Lessee to operate its business, will be negotiated and paid by the Port to the Lessee. In the event that such entry by the Port is temporary in nature, then the Port shall reimburse the Lessee for the cost required to modify its premises for the temporary period that the Lessee is inconvenienced by such Port entry. The Port will not be responsible to the Lessee for any reduced efficiency, or loss of business occasioned by such entry.

45. ENTIRE AGREEMENT: This Lease Agreement contains all of the understandings between the parties. Each party represents that no promises, representations or commitments have been made by the other as a basis for this Lease which have not been reduced to writing herein. No oral promises or representations shall be binding upon either party, whether made in the past or to be made in the future, unless such promises or representations are reduced to writing in the form of a modification to this Lease executed with all necessary legal formalities by the Commission of the Port of Port Townsend.

Lease Agreement dated this ____ day of May 2020 is hereby approved by the Port of Port Townsend, on this ____ day of May, 2020 and effective upon the receipt of a deposit and liability insurance documentation from the Lessee.

THIS AGREEMENT HAS BEEN NEGOTIATED BETWEEN THE PARTIES AND CONTAINS A LIMITED WAIVER OF IMMUNITY UNDER TITLE 51 RCW, AN INDEMNIFICATION AND A RELEASE.

LESSEE: HANSON OF PORT TOWNSEND, INC.

By: _____
Christopher G. Hanson, Governing Person

ATTEST:

PORT OF PORT TOWNSEND

APPROVED AS TO FORM

Eron Berg, Executive Director

Port Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF JEFFERSON)

On this day before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared, CHRISTOPHER G. HANSON, to me known as a GOVERNING PERSON of HANSON OF PORT TOWNSEND, INC., and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute the said instrument on behalf of the corporation.

GIVEN under my hand and official seal this _____ day of May 2020.

NOTARY PUBLIC in and for the State of Washington,
residing at Port Townsend

My commission expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF JEFFERSON)

On this day before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared, ERON BERG, to me known to be the EXECUTIVE DIRECTOR of the PORT OF PORT TOWNSEND, and acknowledged the said instrument to be the free and voluntary act and deed of said port district, for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute the said instrument on behalf of the port district.

GIVEN under my hand and official seal this _____ day of May 2020.

NOTARY PUBLIC in and for the State of Washington,
residing at Port Townsend

My commission expires: _____

