



**1<sup>st</sup> Monthly Meeting Agenda**  
**Wednesday, March 9, 2022, 1:00 p.m.**

Via <https://zoom.us/> – or call (253) 215-8782 – and use Webinar ID: 862 6904 3651, Password: 911887  
*This meeting will only be accessible remotely, as per Governor's Proclamation 20-28.*

I.	Call to Order / Pledge of Allegiance	
II.	Approval of Agenda	
III.	Public Comments	
IV.	Consent Agenda	<u>Pages</u>
	A. Approval of Regular Business Meeting Minutes from February 23, 2022.....	1-5
	B. Approval & Ratification of Warrants.....	6-16
	C. Resolution 767-22 Sale of Abandoned Vessels .....	17-18
	D. Interlocal Agreement regarding the Moderate Risk Waste facility .....	19-24
V.	Special Presentation: Recognition of 20 years at the Port for David K. Johnson .....	25
VI.	Second Reading ~ none	
VII.	First Reading ~ none	
VIII.	Regular Business	
	A. Quilcene Community Meeting Report out .....	26-31
	B. January 2022 Financials .....	32-36
	C. Moorage – Temporary Waitlist Interruption & renewal fee waiver.....	37
	D. Environmental Services On-Call Agreement (Widener Contract).....	38-49
IX.	Staff Comments	
X.	Commissioner Comments	
XI.	Next Regular Business Meeting: Wednesday, March 23, 2022; 5:30 p.m., via Zoom	
XII.	Executive Session ~ to discuss the performance of a public employee, RCW 42.30.110(1)(g)	
XIII.	Adjournment	
	<u>Informational Items</u> .....	50
	• January 2022 Detailed Financials .....	51-55
	• Port Contracts Update.....	56
	• Port Lease Brief .....	57-62

## PORT COMMISSION REGULAR BUSINESS MEETING – Wednesday, February 23, 2022

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

Present via Zoom online video: Commissioners Hanke, Hasse & Petranek  
Executive Director Berg  
Deputy Director Toews  
Director of Finance & Administration Berg  
Director of Capital Projects and Port Engineer Klontz  
Port Recorder Erickson  
Port Attorney Woolson

### I. CALL TO ORDER (00:00:06)

Commissioner Petranek called the meeting to order at 5:31 p.m.

### II. APPROVAL OF AGENDA (00:00:45)

Director of Capital Projects Klontz proposed one change – to remove item VIII. C. Environmental Services On-Call Agreement from the agenda. He said this item would be brought back before the Commission at their March 9 meeting.

**Agenda was approved as amended by unanimous consent.**

### III. PUBLIC COMMENTS (00:02:18)

Rick Jahnke commented via email that the Sims Way Gateway Project was a great opportunity to adapt this area to climate change driven sea level rise.

Karen Sullivan, retired US Fish & Wildlife biologist, wrote a letter asking for the Port to declare its support before Thursday February 24 for Port Townsend resident Lorna Smith, who was appointed to the Washington Fish & Wildlife commission by Governor Inslee in January.

Amy Leitman, citizen of Port Townsend and owner of Marine Surveys & Assessments said she had worked for the Port, but not often for the last ten years. She commented on the Environmental Services On-Call Agreement, saying she encouraged the Port to request proposals to ensure getting bids from other consulting companies that do the kind of work that this \$600,000 3-year contract is going to provide. She felt this would ensure the Port and the taxpayers of Jefferson County get the best value for the price and might include local people who are equally capable.

Gary Lanthrum, president of the Jefferson County Pilots Association, commented that he had participated in the review of new airport engineering services contract, saying that any of the three firms interviewed would do an excellent job. He was pleased with the process and the outcome.

### IV. CONSENT AGENDA (00:16:35)

A. Approval of Workshop & Regular Business Meeting Minutes from February 9, 2022.

B. Approval & Ratification of Warrants

Warrant #064824 in the amount of \$9,844.03 for Accounts Payable.

Electronic Debit for \$3,475.64 to WA State Dept. of Revenue for Combined Excise Tax Return.

Warrant #064825 through #064828 in the amount of \$6,155.11 and Electronic Payment in the amount of \$106,228.08 for Payroll & Benefits.

Warrant #064829 through #064885 in the amount of \$77,373.17 for Accounts Payable.

Warrant #064750 in the amount of \$84.00 is declared void.

Commissioner Petranek noted a small change to the minutes, and Recorder Erickson said she had made the change as well as corrected the spelling of two names given to her by Commissioner Hasse.

**Minutes were approved as corrected by unanimous consent. Consent Agenda was then approved as written by unanimous consent.**

## V. SPECIAL PRESENTATION: Terry Khile, Operations Manager, Retirement (00:18:26)

Executive Director Berg expressed his appreciation for Mr. Khile being at the Port for his transition. He stated that Terry gave way more than he ever took in his career working for the Port of Port Townsend and made a lasting difference here in this community. He said there will be generations of people who will benefit from the efforts he put in. He then shared a small token of thankyou, a business card cast in bronze which includes a cell phone number he'd no longer need to answer.

Deputy Director Toews said that Mr. Khile was a cornerstone of this organization, answering calls in the middle of the night; a loyal, hardworking, knowledgeable individual, who can't be thanked enough for all he has done. Mr. Toews said that whenever he had a question and needed to call a friend, Terry was who he called.

Commissioner Hanke said he had hauled and launched his boat in the old 70-Ton Travelift recently – the same Travelift that hauled it the first time in 1986. He recalled many calls to Terry at all hours of the night for emergency boat repairs, getting excellent service countless times over the years. He will miss their friendship and banter and hoped for more good times to come.

Finance Director Berg said she couldn't count how many times someone would come up with an idea and Terry would say it had been tried, and then explain why it hadn't worked. She expressed her gratitude for his sense of humor, his kindness, and his willingness to share his knowledge and give his all to the Port.

Commissioner Hasse having worked 40 years in Point Hudson, away from the Boat Haven boatyard, said she knew him by reputation and wished she had worked more with him and although she couldn't attend his farewell, she would look forward to raising a glass with him at some future date.

George Yount, former Port Director, thanked Mr. Khile for his many years of service.

Commissioner Petranek thanked Mr. Khile for the legacy, the transition he created – the platform for the staff and crew to be able to work together. She sees a level of excitement and positive energy which is something he passed along – great leaders put people in their place who will carry forward.

Mr. Khile said that he'd tried to leave three years ago but was asked to stay on for the upcoming executive director transition and he'd spent the intervening years making sure there were people in place who would do great work for the Port. He said he'd slept better in the past week than he had in years.

## VI. SECOND READING ~ none

## VII. FIRST READING ~ none

## VIII. REGULAR BUSINESS (00:34:34)

A. Airport Engineering Professional Services for 2<sup>nd</sup> Connector Taxiway (00:35:35)

Director of Capital Projects Klontz said the Port had been successful in selecting a well qualified airport engineering firm for a professional service agreement for design engineering services for a period of five (5) years to help the Port with Federal Aviation Administration (FAA) funded projects at the county airport. Staff is requesting authorization from the Port Commission for Executive Director Berg to enter into an agreement with Precision Approach Engineering for design of the 2<sup>nd</sup> Connector Taxiway & parallel taxiway projects at the Jefferson County International Airport (JCIA). He let Commission know there is a deadline of April 1, 2022, when the Port must submit a scope of work and a grant application in order to receive the \$150,000 of FAA funding allotted annually for JCIA capital projects. Signing authority is for \$150,000, but staff anticipate the final amount will be less.

Commissioner Hasse asked if Precision Approach Engineering would do a cost estimate and also prepare the grant. Mr. Klontz replied that Precision will provide a fee proposal and that the FAA requires an independent estimate done to validate their fee proposal before we can sign an agreement. Once the design agreement is in place, Precision will handle design work as well as

FAA requirements associated with federal grants. There is an April 1 deadline for us to make it into the desired funding cycle—for design in 2022 and construction in 2023.

**Commissioner Hasse moved to authorize the Port Director to execute the professional services agreement with Precision Approach Engineering for preconstruction design services of up to \$150,000. Vote was taken and motion passed unanimously.**

B. Sims Way Gateway Task Force (00:40:03)

Executive Director Berg said this item was explained in his memo, which asked if the Commission would accept and ratify the City's establishment and selection of members to the Sims Way Gateway Project Stakeholder Advisory Group. He said that the City Council took action at their meeting the evening before (2/22/22) where Commissioner Petranek was in attendance. He said the goal is to continue with robust public engagement in cooperation with our partners as we study options with appropriate design and permitting.

Commissioner Petranek said she had attended the City Council meeting the previous evening (2/22/2022) where this task force was approved. She said the process will be comprehensive, looking at the details of the best direction for City parks, the PUD's responsibilities for reliable and safe power, and for the boat yard expansion. She stated that the intension of the taskforce is to do good work together—our government entities and our community. Ms. Petranek endorsed public engagement in the project as crucial, and said there are many channels for it, including the stakeholders' group, the City's tree committee, and all three governing entities.

**Commissioner Hanke moved to accept and ratify the City's establishment and selection of members to the Sims Way Gateway Project Stakeholder Advisory Group. Vote was taken and the motion passed unanimously.**

Commissioner Hasse said the taskforce was a wonderful group of people and she is looking forward to participating in the process and seeing the beautiful landscape that we'll create together.

IX. STAFF COMMENTS (00:46:25)

Executive Director Berg commented that Terry Taylor, who is soon retiring as an Environmental Specialist would be rehired in a part-time position as training coordinator. He remarked that the latest Port Report had come out that day and this edition highlights fabricators in the Port. He said the Port had increased its communication efforts and had heard lots of positive feedback on the Port's weekly Hot Sheets created by Scott Wilson. However, Mr. Wilson has decided to do less in his retirement, so the Port will need to transition its communication duties in the not-too-distant future.

Mr. Berg asked Commissioners about in-person meetings with the mask mandate fading away soon; however, the Port's Pavilion building will not be ready until late May. The Port is approximately ten weeks out from getting an HVAC system. Does Commission want staff to make arrangements for an alternative location (like PTYC) using hybrid meetings ASAP, or wait till the Pavilion is ready?

Commissioner Petranek said that she remembered this discussion earlier and she still felt that Commission should wait until the Pavilion is ready, to avoid the extra work of arranging for both online and in-person meetings simultaneously at a facility that would need big screens, strong WiFi, etc.

Commissioner Hanke said he didn't want to wait ten weeks; he didn't feel that the Port was serving the community well not meeting in person and asked that staff prepare an alternative place to meet.

Commissioner Hasse said she had mixed feelings and noted the positive aspects of meeting virtually—less driving and low environmental footprint; and the negative is people not being able to sit with Commission, visually read reactions, and get a sense of the community. She would like more information about the Zoom attendance.

Executive Director Berg said the order is still in effect that would require a hybrid option for public meetings, which is a larger challenge because it requires connectivity. He noted that there were 4 or 5 meetings and a retreat to be held in the intervening weeks before the HVAC is completed in the

Pavilion building, which is not a lot to invest in assuring adequate internet. He was excited to move into the Pavilion building and thought the Quilcene community meetings prove that work is so different when you're all in a room together. He said he could bring back options at the next meeting, alternatively staff are also happy to continue to meet virtually.

Commissioner Petranek suggested another option: holding the retreat at the Yacht Club and wait for our regular meetings to be at the Pavilion.

Commissioner Hasse asked what the technical requirements were for a hybrid meeting. Mr. Berg answered that the primary requirement is internet connectivity. The Port has a camera and audio recording device that can integrate with Zoom on a laptop and be simulcast to a big screen TV. He said it would be easier if it is fixed but it can also be mobile. He suggested Port staff test the equipment to understand its portability and internet requirements and bring options to the next Commission meeting for discussion.

Finance Director Berg commented that there was a lot going on in HR with the organizational restructuring; especially providing IT needs in onboarding the new hires so far (there are still a couple of positions yet to be filled). She also reported that she'd finally gotten the entire budget input into the accounting system and reconciled, and she's now starting work on the 2021 annual report.

Port Engineer Klontz reported that the Port had received its signed Biological Opinion for the Point Hudson Jetty project, which allows us to complete our NEPA document and work on signing our documents with the Dept. of Commerce, who have committed \$7 million to the project. He will be working with Steve King from the City of Port Townsend on a request for qualifications to find the facilitator on the Sims Way Gateway Project. He reported that WA State Dept. of Commerce gave the greenlight to advertise for engineering services for Boat Haven Stormwater project. He said that there was a lot going on in the world of Capital Projects.

#### XI. COMMISSIONER COMMENTS (01:05:26)

Commissioner Hasse commented that she had the most fun watching Commissioner Petranek christen the new 75-ton Travelift. She relayed that she had attended the Intergovernmental Collaborative Group (ICG) and North Olympic Development Council (NODC) meetings, she got to meet John Mauro, and others. She reported on the NODC's three-hour meeting where a consultant put together a group of responsible government workers to prioritize their concerns about pollution, sea-level rise, climate change, homelessness, etc. Using that list, they were to create a toolkit to address these issues, and potential methods for implementation--for instance, through the permitting process. The resulting list was sobering, and she felt it was clear that our governing bodies are committed to providing its citizens the basics of food, shelter and water during a crisis. She was inspired by the people who attended (Marine Resource Committee (MRC), ICG, NODC committee members) and she was grateful for the opportunity to be involved in this effort.

Commissioner Hanke commented with a word of caution about the amazing news of getting the Biological Opinion that will help with the NEPA process and lead to us getting a permit for the Point Hudson jetty. He reminded those present that the Port once had a permit for the jetty and gave it up, so to get to this point again is really phenomenal. He then mentioned a FEMA project: the Port anticipates receiving \$3.1 million to fix the Boat Haven bulkhead that was damaged in the king tide. He said that these projects come about because we hire excellent, professional staff who work hard to accomplish goals like these, and he wanted to be sure that the entire Commission supported them in their endeavors, by keeping transparent communication lines open. He cautioned that if the Commission begins to second-guess staff, we may end up in chaotic times. He then thanked staff for working long hours and getting things done.

Commissioner Petranek commented that she had attended 12 meetings in the last week, and it was a bit overwhelming. One of these was the ICG meeting, which was the first for the Economic Development Council Team Jefferson Director Cindy Brooks. They discussed the recently completed economic development framework and learned about the establishment of a new foundation. She was

impressed with what is accomplished when all 16 people (elected officials and staff from the four local governmental entities) are at the table doing award-winning work together, especially considering that 25% of that group was new at that meeting. She also attended the NODC, and like Commissioner Hasse was impressed at our regional efforts—staff and elected officials of the City, County, Port, as well as many organizations—the level of expertise was extraordinary. She recalled the things that topped the list of issues prioritized at that meeting: water availability and water infrastructure; self-reliance (food systems, transportation, energy alternatives); wildfires and related smoke challenging our area; and education in getting everyone on board with this. She relayed that christening the Travelift was not only good fun, but a great “lifting” of spirits for the community.

XI. Next Public Workshop & Regular Business Meeting (01:19:00): Wednesday, March 9, 2022, Workshop at 9:30 a.m. & Meeting at 1:00 p.m., via Zoom.

XII. EXECUTIVE SESSION ~ none

XIII. ADJOURNMENT: meeting adjourned at 6:50 p.m., there being no further business before the Commission.

ATTEST:

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Peter W. Hanke, Secretary

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Pamela A. Petranek, President

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Carol L. Hasse, Vice President



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 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 064886 generated on February 24th, 2022 in the amount of \$369.04 is ratified.

**Signed and Authenticated** on this 9th day of March, 2022.

For: **Accounts Payable**

\_\_\_\_\_  
Commissioner Pam Petranek

\_\_\_\_\_  
Commissioner Carol Hasse

\_\_\_\_\_  
Commissioner Pete W. Hanke

\_\_\_\_\_  
S. Abigail Berg, Director of Finance  
And Administration

**Check Register**  
**Journal Posting Date: 2/24/2022**  
**Register Number: CD-000907**

**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
0000064886	2/24/2022	CIT010	City of Port Townsend				
			LUP22-015	2/24/2022	369.04	0.00	369.04
				<b>Report Total:</b>	<u>369.04</u>	<u>0.00</u>	<u>369.04</u>

**Check Entry Number: 001**



PO Box 1180 • Port Townsend, WA 98368

Administration: (360) 385-0656  
3988

Operations: (360) 385-2355

Fax: (360) 385-

### **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 obligations against the Port of Port Townsend, that we are authorized to authenticate and certify to said claim and that payment of these claims, in Warrant No. 064887 through No. 064893 generated on March 1st, 2022 in the amount of \$29,082.44 and Electronic Payment in the amount of \$172,705.34, for a total amount of \$201,787.78 **is ratified.**

**Signed and Authenticated** on this 9th day of March, 2022.

**For: Payroll and Benefits**

\_\_\_\_\_  
Commissioner Pam Petranek

\_\_\_\_\_  
Commissioner Carol Hasse

\_\_\_\_\_  
Commissioner Pete W. Hanke

\_\_\_\_\_  
S. Abigail Berg, Director of Finance  
And Administration



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 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 064894 through No. 064959, are approved for payment in the amount of \$186,404.31 on this 9th day of March, 2022.

**For: Accounts Payable**

\_\_\_\_\_  
Commissioner Pam Petranek

\_\_\_\_\_  
Commissioner Carol Hasse

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Commissioner Pete W. Hanke

\_\_\_\_\_  
S. Abigail Berg, Director of Finance  
And Administration

Check Register

Journal Posting Date: 3/9/2022

Register Number: CD-000909

Port of Port Townsend (PTA)

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			76734-1	2/28/2022	82.04	0.00	82.04
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			5285	3/2/2022	251.88	0.00	251.88
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			0075039-IN	2/24/2022	1,097.55	0.00	1,097.55
0000064899	3/9/2022	AMU030	Gerry Amundson				Check Entry Number: 001
			REFUND 2/28/2022	2/28/2022	11.00	0.00	11.00
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			1002326	2/23/2022	3,700.80	0.00	3,700.80
0000064901	3/9/2022	BRE035	Jim Brennan				Check Entry Number: 001
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0000064902	3/9/2022	CAR001	Carl's Building Supply				Check Entry Number: 001
			STATEMENT 2/28/22	2/28/2022	2,995.73	0.00	2,995.73
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			2230	2/27/2022	1,500.00	0.00	1,500.00
0000064904	3/9/2022	CED005	CED				Check Entry Number: 001
			5948-1016315	2/25/2022	100.37	0.00	100.37
0000064905	3/9/2022	CHM030	Chmelik Sitkin & Davis P.S.				Check Entry Number: 001
			2/28/22 STATEMENT	2/18/2022	2,750.00	0.00	2,750.00
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			2/2022 STATEMENTS	2/28/2022	10,537.81	0.00	10,537.81
0000064907	3/9/2022	COO015	Cooper Capital Specialty Salvage				Check Entry Number: 001
			REFUND 2/25/22	2/25/2022	14.61	0.00	14.61
0000064908	3/9/2022	COO050	Cooper Fuel				Check Entry Number: 001
			3/1/22 STATEMENT	3/1/2022	8,708.76	0.00	8,708.76
0000064909	3/9/2022	COU020	Shannon Meehan				Check Entry Number: 001
			2/2022 UNIFORM EXP	3/1/2022	218.15	0.00	218.15
0000064910	3/9/2022	COW020	Cowling and Co. LLC				Check Entry Number: 001
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0000064913	3/9/2022	EDE005	Edensaw Woods, LTD				Check Entry Number: 001
			0000569896-001	3/2/2022	1,154.28	0.00	1,154.28
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			D22-C10067-1	2/10/2022	5,000.00	0.00	5,000.00
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			5600070	3/1/2022	37.00	0.00	37.00
0000064916	3/9/2022	GOO002	Good Man Sanitation				Check Entry Number: 001
			2/28/22 STATEMENT	2/28/2022	2,063.00	0.00	2,063.00
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Run Date: 3/4/2022 9:49:30AM

A/P Date: 3/9/2022

Page: 1

User Logon: DLF

Check Register  
Journal Posting Date: 3/9/2022  
Register Number: CD-000909

Port of Port Townsend (PTA)

Bank Code: W - WARRANTS PAYABLE							
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			725557	1/26/2022	41.44	0.00	41.44
			725587	1/26/2022	24.55	0.00	24.55
			725607	1/27/2022	33.69	0.00	33.69
			725610	1/27/2022	41.21	0.00	41.21
			725634	1/27/2022	86.65	0.00	86.65
			725645	1/27/2022	50.11	0.00	50.11
			725655	1/28/2022	75.00	0.00	75.00
			725668	1/28/2022	53.62	0.00	53.62
			725709	1/28/2022	22.66	0.00	22.66
			725754	1/31/2022	71.95	0.00	71.95
			725755	1/31/2022	15.88	0.00	15.88
			725799	1/31/2022	77.42	0.00	77.42
			725870	2/1/2022	41.45	0.00	41.45
			725977	2/3/2022	16.35	0.00	16.35
			726024	2/3/2022	124.35	0.00	124.35
			726036	2/3/2022	39.42	0.00	39.42
			726066	2/4/2022	127.99	0.00	127.99
			726083	2/4/2022	17.00	0.00	17.00
			726175	2/7/2022	17.81	0.00	17.81
			726207	2/7/2022	17.45	0.00	17.45
			726288	2/8/2022	7.82	0.00	7.82
			726328	2/9/2022	18.96	0.00	18.96
			726389	2/10/2022	79.60	0.00	79.60
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			726433	2/10/2022	112.35	0.00	112.35
			726577	2/14/2022	81.12	0.00	81.12
			726606	2/14/2022	52.36	0.00	52.36
			726656	2/15/2022	15.25	0.00	15.25
			726706	2/16/2022	4.55	0.00	4.55
			726772	2/17/2022	6.54	0.00	6.54
			726778	2/17/2022	9.37	0.00	9.37
			726792	2/17/2022	32.49	0.00	32.49
			727080	2/22/2022	122.03	0.00	122.03
			727143	2/23/2022	83.36	0.00	83.36
			727145	2/23/2022	86.16	0.00	86.16
			727163	2/23/2022	18.71	0.00	18.71
			727169	2/23/2022	7.81	0.00	7.81
			727211	2/24/2022	56.03	0.00	56.03
			727212	2/24/2022	157.68	0.00	157.68
			727214	2/24/2022	8.72	0.00	8.72
			727274	2/25/2022	15.92	0.00	15.92
			727279	2/25/2022	103.13	0.00	103.13
			727295	2/25/2022	10.46	0.00	10.46
Check 0000064919 Total:					2,118.64	0.00	2,118.64

Run Date: 3/4/2022 9:49:30AM  
A/P Date: 3/9/2022

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User Logon: DLF

**Check Register**  
**Journal Posting Date: 3/9/2022**  
**Register Number: CD-000909**

**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
0000064920	3/9/2022	HEN006	Quilcene Henery's Hardware				Check Entry Number: 001
			2/25/22 STATEMENT	2/25/2022	54.28	0.00	54.28
0000064921	3/9/2022	HEN090	Zach Henry				Check Entry Number: 001
			REFUND 2/24/2022	2/24/2022	417.03	0.00	417.03
0000064922	3/9/2022	HER030	Eric Herd				Check Entry Number: 001
			REFUND 2/23/22	2/23/2022	11.00	0.00	11.00
0000064923	3/9/2022	HIL070	Richard Hilliard				Check Entry Number: 001
			REFUND 2/19/2022	2/19/2022	11.00	0.00	11.00
0000064924	3/9/2022	HOR050	Roger Home				Check Entry Number: 001
			REFUND 02/18/22	2/18/2022	214.21	0.00	214.21
0000064925	3/9/2022	HRA030	HRA VEBA Trust				Check Entry Number: 001
			FEB INS YA20407	3/9/2022	1,637.62	0.00	1,637.62
			KHILE SICK LEAVE CO	3/9/2022	6,267.36	0.00	6,267.36
Check 0000064925 Total:					7,904.98	0.00	7,904.98
0000064926	3/9/2022	JAM040	Jamestown Networks				Check Entry Number: 001
			6899	3/1/2022	548.00	0.00	548.00
0000064927	3/9/2022	JC0003	Jefferson County - Public Work				Check Entry Number: 001
			2/28/22 STATEMENT	3/1/2022	1,039.52	0.00	1,039.52
0000064928	3/9/2022	LAN001	Landau Associates				Check Entry Number: 001
			0048658	7/23/2021	817.50	0.00	817.50
			0049281	10/25/2021	442.50	0.00	442.50
			0049962	1/19/2022	765.00	0.00	765.00
Check 0000064928 Total:					2,025.00	0.00	2,025.00
0000064929	3/9/2022	MAY050	Pat Mayer				Check Entry Number: 001
			REFUND 03/03/2022	3/3/2022	2,140.55	0.00	2,140.55
0000064930	3/9/2022	MUR002	Murrey's Disposal Co. Inc.				Check Entry Number: 001
			2/2022 STATEMENTS	2/28/2022	27,306.63	0.00	27,306.63
0000064931	3/9/2022	NOR096	Northwest Maritime Center				Check Entry Number: 001
			REFUND 2/17/2022	2/17/2022	250.12	0.00	250.12
0000064932	3/9/2022	O'RE030	O'Reilly Auto Parts				Check Entry Number: 001
			3939-113597	2/15/2022	20.71	0.00	20.71
0000064933	3/9/2022	OLY001	Olympic Equipment Rentals Inc				Check Entry Number: 001
			291445	2/3/2022	134.16	0.00	134.16
			292833	2/23/2022	178.88	0.00	178.88
Check 0000064933 Total:					313.04	0.00	313.04
0000064934	3/9/2022	OLY006	Olympic Crane LLC				Check Entry Number: 001
			1958B	2/22/2022	350.00	0.00	350.00
0000064935	3/9/2022	PAC004	Pacific Office Equipment Co				Check Entry Number: 001
			3/1/2022 STATEMENT	3/1/2022	560.84	0.00	560.84
0000064936	3/9/2022	PAF050	PA Far West Machine & Hydraulics, LLC				Check Entry Number: 001
			0322-6733H	3/3/2022	817.16	0.00	817.16
0000064937	3/9/2022	PAP020	Pape Machinery				Check Entry Number: 001
			WM 280621 S	2/22/2022	4,445.83	0.00	4,445.83
0000064938	3/9/2022	PEN005	Peninsula Fire Inc				Check Entry Number: 001
			02232022BR	2/23/2022	1,020.09	0.00	1,020.09
0000064939	3/9/2022	PET025	Petrick Lock & Safe				Check Entry Number: 001
			20727	2/14/2022	220.74	0.00	220.74
			20740	2/23/2022	55.31	0.00	55.31
			20741	2/24/2022	348.22	0.00	348.22

**Run Date: 3/4/2022 9:49:30AM**  
**A/P Date: 3/9/2022**

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Check Register  
Journal Posting Date: 3/9/2022  
Register Number: CD-000909

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
Check 0000064939 Total:					624.27	0.00	624.27
0000064940	3/9/2022	PET075	PetroCard				Check Entry Number: 001
			0197334-IN	2/24/2022	1,955.82	0.00	1,955.82
0000064941	3/9/2022	PIT000	Pitney Bowes Inc.				Check Entry Number: 001
			3315247726	2/24/2022	537.17	0.00	537.17
0000064942	3/9/2022	PIT030	David Pitkethy				Check Entry Number: 001
			REFUND 02282022	2/28/2022	25.28	0.00	25.28
0000064943	3/9/2022	PLA040	PLATT				Check Entry Number: 001
			2M54389	2/18/2022	329.01	0.00	329.01
			2N23637	2/17/2022	314.21	0.00	314.21
Check 0000064943 Total:					14.80	0.00	14.80
0000064944	3/9/2022	POR002	Auditor's Revolving Fund - Kitsap Bank				Check Entry Number: 001
			RES 766-22	2/9/2022	33,000.00	0.00	33,000.00
0000064945	3/9/2022	POR065	Port of Port Townsend				Check Entry Number: 001
			REFUND Z HENRY	3/9/2022	144.99	0.00	144.99
0000064946	3/9/2022	POR085	Port Townsend Foundry LLC				Check Entry Number: 001
			5917	2/23/2022	189.47	0.00	189.47
0000064947	3/9/2022	PUD005	PUD #1 of Jefferson County				Check Entry Number: 001
			2/11/22 STATEMENTS	2/11/2022	34,469.55	0.00	34,469.55
			2/18/22 STATEMENTS	2/18/2022	629.60	0.00	629.60
Check 0000064947 Total:					35,099.15	0.00	35,099.15
0000064948	3/9/2022	QUI001	Quill Corporation				Check Entry Number: 001
			22941190	2/8/2022	24.37	0.00	24.37
			23042408	2/8/2022	27.81	0.00	27.81
			23077586	2/14/2022	277.47	0.00	277.47
Check 0000064948 Total:					329.65	0.00	329.65
0000064949	3/9/2022	SAF001	Safeway, Inc.				Check Entry Number: 001
			2/21/22 STATEMENT	2/21/2022	1,724.99	0.00	1,724.99
0000064950	3/9/2022	SNE020	S-Net Communications				Check Entry Number: 001
			127442	3/1/2022	573.35	0.00	573.35
0000064951	3/9/2022	SWI050	Swift Plumbing and Heating				Check Entry Number: 001
			49086	2/28/2022	166.10	0.00	166.10
0000064952	3/9/2022	TAY080	Terry Taylor				Check Entry Number: 001
			2/2022 EXP	2/18/2022	8.71	0.00	8.71
0000064953	3/9/2022	ULI040	ULINE				Check Entry Number: 001
			145179596	2/16/2022	2,830.89	0.00	2,830.89
			145346523	2/18/2022	280.77	0.00	280.77
Check 0000064953 Total:					3,111.66	0.00	3,111.66
0000064954	3/9/2022	VER001	Verizon Wireless, Bellevue				Check Entry Number: 001
			9899648961	2/15/2022	356.58	0.00	356.58
0000064955	3/9/2022	WAS017	Marc Horton - Washington Project Consultants				Check Entry Number: 001
			022822-8	3/1/2022	522.50	0.00	522.50
0000064956	3/9/2022	WAV040	Wave Broadband				Check Entry Number: 001
			043328901-0009340	2/23/2022	154.72	0.00	154.72
0000064957	3/9/2022	WEB030	Kimberlie Webber				Check Entry Number: 001
			2/2022 EXP	2/28/2022	33.60	0.00	33.60
0000064958	3/9/2022	WES006	Westbay Auto Parts, Inc.				Check Entry Number: 001
			2/25/2022 STATEMENT	2/25/2022	495.63	0.00	495.63
0000064959	3/9/2022	WES060	West Marine Pro				Check Entry Number: 001

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A/P Date: 3/9/2022

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**Check Register**  
**Journal Posting Date: 3/9/2022**  
**Register Number: CD-000909**

**Port of Port Townsend (PTA)**

Bank Code: W - WARRANTS PAYABLE						
Check Number	Check Date	Vendor	Invoice Number	Invoice Date	Invoice Amount	Discount Applied
			006498	2/25/2022	11.43	0.00
						11.43
				<b>Report Total:</b>	<b>186,404.31</b>	<b>0.00</b>
						<b>186,404.31</b>



PO Box 1180 • Port Townsend, WA 98368  
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Operations: (360) 385-2355

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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 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. 064815 in the amount of \$2,108.52 is declared void on this on this 9th day of March, 2022.

For: **Accounts Payable**

\_\_\_\_\_  
Commissioner Pam Petranek

\_\_\_\_\_  
Commissioner Carol Hasse

\_\_\_\_\_  
Commissioner Pete W. Hanke

\_\_\_\_\_  
S. Abigail Berg, Director of Finance  
And Administration

Manual Check and Payment Register  
Journal Posting Date: 2/25/2022  
Register Number: MC-000279

Port of Port Townsend (PTA)

Bank: W WARRANTS PAYABLE

Check Number/ Invoice Number	Check Date Invoice Date	Vendor Number Invoice Amount	Discount	Distribution Amount	Check Amount
0000064815	REV 2/9/2022	SWI050			
Swift Plumbing and Heating					2,108.52-
Check Comment: Item Returned No Payment Needed					
CK000006481501					
	2/9/2022	2,108.52-	0.00		
G/L Account:	723-6300-05	REPAIR/MAINT: SHIP / WORK YARD		2,108.52-	
Bank W Total:		2,108.52-	0.00	2,108.52-	2,108.52-
Report Total:		2,108.52-	0.00	2,108.52-	2,108.52-

# PORT OF PORT TOWNSEND

## AGENDA COVER SHEET

<b>MEETING DATE</b>	March 9, 2022
<b>AGENDA ITEM</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> 1 <sup>st</sup> Reading <input type="checkbox"/> 2 <sup>nd</sup> Reading <input type="checkbox"/> Regular Business <input type="checkbox"/> Informational
<b>AGENDA TITLE</b>	IV.C. Resolution 767-22 Sale of Abandoned Vessels
<b>STAFF LEAD</b>	Eric Toews, Deputy Director
<b>REQUESTED</b>	<input checked="" type="checkbox"/> Information <input checked="" type="checkbox"/> Motion/Action <input type="checkbox"/> Discussion
<b>ATTACHMENTS</b>	<ul style="list-style-type: none"> <li>Draft Resolution 767-22 Sale of Abandoned Vessel</li> </ul>

**RESOLUTION NO. 767-22**

**A Resolution of the Commission of the Port of Port Townsend**

**AUTHORIZING THE SALE OF ABANDONED VESSELS**

**WHEREAS:** The Port of Port Townsend has in its possession the boat described as follows:

<u>VESSEL</u>	<u>OWNER</u>
48' MV, Ku-Uipo	Richard Clark

**WHEREAS:** Efforts have been made to locate the true owner of said vessel, and proper notice has been sent to the person believed to be the true owner, or to anyone who might claim an ownership interest in the boat and no person or persons or entity has responded claiming ownership and willingness to pay the charges owing for storage, and ninety (90) days have elapsed since the sending of such notices,

**NOW, THEREFORE BE IT RESOLVED:**

1. That the above designated vessel is declared to be abandoned; and
2. The Port Executive Director is authorized to sell said boats at public sale to the highest and best bidder for cash pursuant to the procedures set forth in RCW 53.08.320 (5); and
3. The date of public auction shall be March 28, 2022 at 10:00 AM; and
4. The auction will be held at the Port of Port Townsend Work Yard located at 2790 Washington Street, Port Townsend, Washington.

**ADOPTED** this 9<sup>th</sup> day of March 2022 by the Commission of the Port of Port Townsend and duly authenticated in open session by the signatures of the Commissioners voting in favor thereof and the Seal of the Commission duly affixed.

**ATTEST:**

\_\_\_\_\_  
Peter W. Hanke, Secretary

\_\_\_\_\_  
Pamela A. Petranek, President

\_\_\_\_\_  
Carol L. Hasse, Vice President

APPROVED AS TO FORM:

\_\_\_\_\_  
Port Attorney

# PORT OF PORT TOWNSEND

## AGENDA COVER SHEET

<b>MEETING DATE</b>	March 9, 2022
<b>AGENDA ITEM</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> 1 <sup>st</sup> Reading <input type="checkbox"/> 2 <sup>nd</sup> Reading <input type="checkbox"/> Regular Business <input type="checkbox"/> Informational
<b>AGENDA TITLE</b>	IV.D. Interlocal Agreement regarding the Moderate Risk Waste Facility
<b>STAFF LEAD</b>	Eric Toews, Deputy Director
<b>REQUESTED</b>	<input checked="" type="checkbox"/> Information <input checked="" type="checkbox"/> Motion/Action <input type="checkbox"/> Discussion
<b>ATTACHMENTS</b>	<ul style="list-style-type: none"> <li>• Staff informational memo</li> <li>• Interlocal Agreement between PoPT &amp; Jefferson County regarding the Moderate Risk Waste Facility (MRW)</li> </ul>

# PORT OF PORT TOWNSEND

## INFORMATIONAL MEMO

**DATE:** 3/3/2022  
**TO:** Port Commission  
**FROM:** Eric Toews, Deputy Director  
**SUBJECT:** Interlocal Agreement (ILA) between the Port of Port Townsend & Jefferson County concerning the Moderate Risk Waste (MRW) Facility

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**ISSUE:** Should the Commission approve an interlocal agreement (ILA) with Jefferson County that would early terminate both the 1997 lease for the Moderate Risk Waste (MRW) collection facility as well as the 1997 ILA governing its operation?

**BACKGROUND:** The MRW facility at Boat Haven was constructed in the mid-1990s at the Port's request with facility grant funding provided by the Washington State Department of Ecology (ECY). In December of 1997, a 50-year lease agreement and a corollary ILA for facility operation were executed between the parties.

At the time of facility construction, space constraints at Boat Haven were not an issue, and locating the MRW in the heart of the Work Yard was sensible and appropriate. However, circumstances have changed: the Work Yard is presently at capacity, and opportunities to expand are limited. The services provided via the MRW are highly valued by the Port and community. However, promoting the economic health and vitality of the community as a whole and the marine trades sector specifically is central to the Port's mission and purpose.

With this as context, Port and County staffs have collaborated closely over the past year to map a path forward that serves both local governments and the citizens of Jefferson County as a whole. In November of last year, a proposal to early terminate the MRW arrangement was discussed at a Board of County Commissioners Workshop. The matter was also discussed at several Port Commission meetings, most recently on February 9.

**DISCUSSION:** The Port has proposed that both the 1997 lease agreement between the parties, as well as the 1997 ILA governing operation of the facility, be early terminated. The County Public Works Department has determined that it can continue to provide for the collection and proper disposal of residential hazardous waste and dangerous waste from businesses designed as "Small Quantity Generators" (SQG) through collection events staged at various locations throughout the County on multiple dates throughout the year.

Port and County staffs have agreed that a three (3) year transition period is needed both for the County to implement a new service delivery model, and for the Port to establish collection points at Boat Haven for Port customers and tenants to drop off fuel, oil-based paints, stains, and solvents, and to coordinate SQG events at Port facilities throughout the community. Additionally, the parties have agreed that the depreciated value of recent capital improvements undertaken by the County at the MRW, totaling \$49,107.00, should be reimbursed by the Port.

The attached Interlocal Agreement provides for continued MRW facility operation under the current lease and ILA through December 31, 2024, with the premises and improvements returned to the Port on January 1, 2025. Following early termination, it is anticipated that one or more of the MRW structures would be moved to the Jefferson County International Airport (JCIA) and repurposed to store Port maintenance equipment.

The attached ILA was reviewed and approved by the Jefferson County Board of Commissioners on Monday, February 28, 2022.

**FISCAL IMPACT:** The Port will be obligated to pay the sum of \$49,107.00 to the County on or before December 31, 2024. Following removal of the MRW, the newly available Work Yard space is anticipated to provide additional revenue-generating space for vessel refit projects.

**MOTION:** None required. Port Commission adoption of the Consent Agenda operates to approve the attached ILA.

**ATTACHMENT:** Interlocal Agreement Between Jefferson County and the Port of Port Townsend Concerning the Moderate Risk Waste Collection Facility at Boat Haven, Port Townsend, Washington, consisting of three (3) pages.

**INTERLOCAL AGREEMENT  
BETWEEN JEFFERSON COUNTY AND  
THE PORT OF PORT TOWNSEND**

**CONCERNING THE MODERATE RISK WASTE  
COLLECTION FACILITY AT BOAT HAVEN,  
PORT TOWNSEND, WASHINGTON**

This Interlocal Agreement (“Agreement” or “ILA”) is made and entered into this \_\_\_\_\_ day of March 2022 pursuant to Chapter 39.34 RCW, the Interlocal Cooperation Act (the “Act”), between Jefferson County, hereinafter called the “County”, and the Port of Port Townsend, hereinafter called the “Port”, both municipal corporations of the State of Washington, hereinafter referred to collectively as “the parties”. This Agreement amends the December 22, 1997, Interlocal Agreement (the “Original Interlocal Agreement”) between the parties for the Moderate Risk Waste Collection Facility located at the Port’s Boat Haven property in Port Townsend.

**I. RECITALS**

**WHEREAS**, the Port has requested that the County vacate leased premises at Boat Haven presently occupied by the Moderate Risk Waste Collection Facility so that it can make improvements to its property consistent with its mission; and

**WHEREAS**, the County has determined that it can continue to deliver moderate risk collection services to the public by revising its service delivery model; and

**WHEREAS**, the parties have agreed to a period of time necessary for the planning, public notice and implementation of such program revisions; and

**WHEREAS**, the County has discussed the Port’s request and the means by which the County would continue to collect moderate risk waste with the Solid Waste Advisory Board at public meetings on July 22, 2021, September 23, 2021, December 2, 2021, and January 20, 2022; and

**WHEREAS**, Port and County staff discussed the Port’s request with the Board of County Commissioners at a public meeting on November 22, 2021; and

**WHEREAS**, Port staff presented the proposal to the Port Commission of the Port of Port Townsend at regular meetings on November 23, 2021 and again on February 9, 2022,

**NOW, THEREFORE**, Jefferson County and the Port of Port Townsend, by and through their respective legislative bodies do hereby agree as follows:

**1. PURPOSE OF AGREEMENT:** The purpose of this agreement is to set forth the understanding and voluntary agreement of the parties regarding the continued operation and use of the Moderate Risk Waste Collection Facility through December 31, 2024, and the disposition of the facility thereafter.

**2. ADMINISTRATION OF AGREEMENT:** Both parties will administer this agreement. No joint property will be acquired through this Agreement. Pursuant to RCW 39.34.040, this Agreement will be posted on the websites of both parties and/or filed with the Jefferson County Auditor.

**3. DURATION OF AGREEMENT:** This agreement shall take effect immediately upon execution by both parties and shall remain in effect until 11:59 p.m. (Pacific Time) on December 31, 2024.

**4. AGREEMENT:**

4.1 The County and Port acknowledge and agree that they are parties to that certain Interlocal Agreement for the Moderate Risk Waste Collection Facility dated December 22, 1997 (the "Original Interlocal Agreement") which is currently in full force and effect. Notwithstanding any provision to the contrary in the Original Interlocal Agreement, effective as of 11:59 p.m. (Pacific Time) on December 31, 2024, the Original Interlocal Agreement shall be terminated and of no further force or effect, and the parties' respective rights and obligations regarding the Moderate Risk Waste Collection Facility shall be as set forth in this Agreement.

4.2 The County shall continue to operate the Moderate Risk Waste Collection Facility under the terms and conditions of the Original Interlocal Agreement until 11:59 p.m. (Pacific Time) on December 31, 2024.

4.3 Additionally, the County and Port acknowledge and agree that they are parties to that certain Land Lease Agreement for the Moderate Risk Waste Collection Facility also dated December 22, 1997 (the "Lease") which is currently in full force and effect. Notwithstanding any provision to the contrary in the Lease, effective as of 11:59 p.m. (Pacific Time) on December 31, 2024 (the "Lease Termination Date"), the Lease shall be terminated and of no further force or effect, and the parties' respective rights and obligations regarding the leased premises arising or accruing thereafter shall be as set forth in this Agreement.

4.4 Prior to cessation of operations at the Moderate Risk Waste Collection Facility, early termination of the Lease, and vacation of the leased premises as set forth herein, the County shall transport all moderate risk waste to a proper handling facility and shall remove all equipment and inventory from the facility.

4.5 Prior to the cessation of operations at the Moderate Risk Waste Collection Facility as set forth herein, the County shall provide technical assistance to the Port to establish a collection program for moderate risk waste commonly generated by Port tenants and customers at Boat Haven, with such program to be administered at the discretion of the Port.

4.6 The Port shall work with the County to establish dates and locations for collection events for Port tenants considered Small Quantity Generators.

4.7 In consideration of the depreciated value of recent capital improvements made to the Moderate Risk Waste Collection Facility by the County, the Port shall pay the sum of \$49,107.00 to the County by no later than 11:59 p.m. (Pacific Time) on December 31, 2024.

4.8 At 12:00 a.m. (Pacific Time) on January 1, 2025, the County shall return the premises described in the Lease to the Port, together with all alterations and improvements thereto and all fixtures installed thereon, with no further financial obligation to the County; PROVIDED HOWEVER, that the County shall remain liable with respect to the following: a) any obligations which specifically survive the term of the Lease; and b) all obligations under the Lease accruing prior to the Lease Termination Date, including liability arising from hazardous materials brought on to or about the premises or permitted or suffered to be brought about the premises by the County or anyone for whom the County may be liable.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement on or about the \_\_\_\_\_ day of March 2022.

**COMMISSION OF THE PORT  
OF PORT TOWNSEND**

\_\_\_\_\_  
Pam A. Petranek, President

\_\_\_\_\_  
Carol L. Hasse, Vice President

\_\_\_\_\_  
Peter W. Hanke, Secretary

**Approved as to form:**

\_\_\_\_\_  
Port Attorney

**BOARD OF COMMISSIONERS  
JEFFERSON COUNTY, WASHINGTON**

\_\_\_\_\_  
Kate Dean, District 1

\_\_\_\_\_  
Heidi Eisenhour, District 2

\_\_\_\_\_  
Greg Brotherton, District 3

**Approved as to form:**

\_\_\_\_\_  
February 18, 2022

Philip C. Hunsucker  
Chief Civil Deputy Prosecutor  
Jefferson County Prosecutor's Office

# PORT OF PORT TOWNSEND

## AGENDA COVER SHEET

<b>MEETING DATE</b>	March 9, 2022
<b>AGENDA ITEM</b>	<input type="checkbox"/> Consent <input type="checkbox"/> 1 <sup>st</sup> Reading <input type="checkbox"/> 2 <sup>nd</sup> Reading <input type="checkbox"/> Regular Business <input type="checkbox"/> Informational
<b>AGENDA TITLE</b>	V. Special Presentation – Recognition of 20 years at the Port for David K. Johnson
<b>STAFF LEAD</b>	Eron Berg, Executive Director
<b>REQUESTED</b>	<input checked="" type="checkbox"/> Information <input type="checkbox"/> Motion/Action <input type="checkbox"/> Discussion
<b>ATTACHMENTS</b>	

# PORT OF PORT TOWNSEND

## AGENDA COVER SHEET

<b>MEETING DATE</b>	March 9, 2022
<b>AGENDA ITEM</b>	<input type="checkbox"/> Consent <input type="checkbox"/> 1 <sup>st</sup> Reading <input type="checkbox"/> 2 <sup>nd</sup> Reading <input checked="" type="checkbox"/> Regular Business <input type="checkbox"/> Informational
<b>AGENDA TITLE</b>	VIII. A. Quilcene Community Meeting Report Out
<b>STAFF LEAD</b>	Eron Berg, Executive Director
<b>REQUESTED</b>	<input checked="" type="checkbox"/> Information <input type="checkbox"/> Motion/Action <input checked="" type="checkbox"/> Discussion
<b>ATTACHMENTS</b>	<ul style="list-style-type: none"> <li>• Staff Informational Memo</li> <li>• Handouts from March 1<sup>st</sup> meeting:             <ul style="list-style-type: none"> <li>○ Jefferson County Abstract of Assessed Values, Levy Rates &amp; Tax Amounts; 2021 Assessments payable in 2022</li> <li>○ Map of East Jefferson County Tax Districts</li> <li>○ Herb Beck Marina Fuel Sales &amp; Cost 2010-2020</li> </ul> </li> </ul>

Greg Brotherton & Jory Ihlen are invited to give reports at the March 9, 2022 Commission meeting.

# PORT OF PORT TOWNSEND

## AGENDA MEMO

**DATE:** 3/9/2022  
**TO:** Commission  
**FROM:** Eron Berg, Executive Director, Eric Toews, Deputy Director & Matt Klontz, Director of Capital Projects  
**SUBJECT:** We're Still Listening Quilcene

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### **ISSUE**

The purpose of this memo is to keep the Commission informed as the Quilcene listening process continues.

### **BACKGROUND**

Following the completion and report out of the We're Listening Quilcene process, the Commission approved next steps that include a series of meetings hosted by Port staff in Quilcene. We have met on November 16<sup>th</sup>, December 7<sup>th</sup>, February 2<sup>nd</sup>, and March 1<sup>st</sup>. The next meeting is scheduled for Tuesday, May 3<sup>rd</sup> at the Quilcene Community Center at 5:00 P.M.

### **DISCUSSION**

27 people attended the meeting on March 1st at the Quilcene Community Center. From staff's perspective, it was an OK meeting, but we desired to have more work done in advance of the meeting on financial modeling.

Greg Brotherton and Jory Ihlen will both be joining the Commission meeting to provide a verbal report from the attendees' perspective.

### **FISCAL IMPACT**

N/A

### **ATTACHMENTS**

1. Materials presented at the community meeting.

### **RECOMMENDATIONS**

N/A

**JEFFERSON COUNTY ABSTRACT OF ASSESSED VALUES, LEVY RATES, AND TAX AMOUNTS  
2021 ASSESSMENTS PAYABLE IN 2022**

TAXING DISTRICT	REAL/PERSONAL PROPERTY A.V.	TIMBER A.V.	LEVY RATE (/1000)	TAX AMOUNT	
				REAL & PERSONAL	TIMBER

**STATE LEVY (SCHOOL):**

Part 1	7,096,908,897		1.7764071912	\$12,607,000.00	
Part 2	6,996,174,705		0.9578604427	\$6,701,359.00	

**COUNTY:**

Current Expense	7,098,416,106		1.1974389192	\$8,499,919.71	
		168,010,257			\$201,182.02
Mental Health	7,098,416,106		0.0069129760	\$49,071.18	
		168,010,257			\$1,161.45
Development Disabilities	7,098,416,106		0.0069129760	\$49,071.18	
		168,010,257			\$1,161.45
Veteran's Relief	7,098,416,106		0.0069999799	\$49,688.77	
		168,010,257			\$1,176.07
<b>COUNTY TOTAL =</b>			<b>1.2182648511</b>	<b>\$8,647,750.84</b>	<b>\$204,680.99</b>

**COUNTY:**

Conservation Futures	7,098,416,106		0.0365309326	\$259,311.76	
		168,010,257			\$6,137.57

**JEFFERSON COUNTY ROADS:**

General	4,880,174,006		0.8528591245	\$4,162,100.93	
		168,002,116			\$143,282.14
Diversion	4,880,174,006		0.1372901866	\$670,000.00	
		168,002,116			\$23,065.04
<b>CO ROAD TOTAL =</b>			<b>0.9901493111</b>	<b>\$4,832,100.93</b>	<b>\$166,347.18</b>

**CITY OF PORT TOWNSEND:**

General	2,218,242,100		0.9753362764	\$2,163,531.99	
		8,140			\$7.94
Library LID Lift	2,218,242,100		0.5235048420	\$1,161,260.48	
		8,140			\$4.26
<b>CITY TOTAL =</b>			<b>1.4988411184</b>	<b>\$3,324,792.47</b>	<b>\$12.20</b>

Mt. View Bond	2,180,321,872		0.0687969249	\$149,999.44	
		8,140			\$0.56

**PORT OF PORT TOWNSEND:**

General	7,098,416,106		0.1504256758	\$1,067,784.04	
		168,010,257			\$25,273.06
IDD	7,098,416,106		0.3711094082	\$2,634,289.00	
		168,010,257			\$62,350.19

**P.U.D. NO. 1:**

General	7,098,416,106		0.0814678389	\$578,292.62	
		168,010,257			\$13,687.43

**LIBRARY DISTRICT #1:**

General	4,880,174,006		0.3830805167	\$1,869,499.58	
		168,002,116			\$64,358.34

**HOSPITAL DISTRICTS:**

**HOSPITAL DISTRICT #1:**

General	34,769,721		0.6719378047	\$23,363.09	
		91,915,497			\$61,761.50

**HOSPITAL DISTRICT #2:**

General	7,063,367,480		0.0399933645	\$282,487.83	
		60,287,310			\$2,411.09
Admin. Bond	7,063,367,480		0.0311183017	\$219,800.00	
		60,287,310			\$1,876.04

**JEFFERSON COUNTY ABSTRACT OF ASSESSED VALUES, LEVY RATES, AND TAX AMOUNTS  
2021 ASSESSMENTS PAYABLE IN 2022**

TAXING DISTRICT	REAL/PERSONAL PROPERTY A.V.	TIMBER A.V.*	LEVY RATE (/1000)	TAX AMOUNT	
				REAL & PERSONAL	TIMBER

**LOCAL SCHOOLS:**

<b>SCHOOL DISTRICT #20 (Queets-Clearwater):</b>					
EP & O	13,152,423		1.4881030920	\$19,572.16	
		37,247,311			\$55,427.84
<b>SCHOOL DISTRICT #46 (Brinnon):</b>					
EP & O	327,726,745		0.8839510801	\$289,694.41	
		9,440,624			\$8,345.05
<b>SCHOOL DISTRICT #48 (Quilcene):</b>					
2020 Capital Project	452,263,236		1.7431562789	\$788,365.50	
		20,456,531			\$35,658.93
EP & O	452,263,236		1.3242674457	\$598,917.48	
		10,228,266			\$13,544.96
<b>SCHOOL DISTRICT #49 (Chimacum):</b>					
2018 Capital Project	2,580,491,306		0.5109806332	\$1,318,581.08	
		14,536,458			\$7,427.85
EP & O	2,580,491,306		0.8121585609	\$2,095,768.11	
		7,268,229			\$5,902.95
<b>SCHOOL DISTRICT #50 (Port Townsend):</b>					
2019 Capital Project	3,506,426,658		0.3362268777	\$1,178,954.89	
		6,165,131			\$2,072.88
2016 Bond	3,506,426,658		0.7769717530	\$2,724,394.47	
		6,165,131			\$4,790.13
EP & O	3,506,426,658		0.9130265648	\$3,201,460.69	
		3,082,565			\$2,814.46
<b>SCHOOL DISTRICT #323 (Sequim):</b>					
2021 Capital Project	95,786,729		0.5622249600	\$53,853.69	
		248,289			\$139.59
EP & O	95,786,729		1.1086149491	\$106,190.60	
		233,324			\$258.67
<b>SCHOOL DISTRICT #402 (Quillayute Valley):</b>					
1998 & 2009 Bond	21,834,817		1.7969504958	\$39,236.09	
		33,227,978			\$59,709.03
EP & O	21,834,817		1.1828606569	\$25,827.55	
		16,613,989			\$19,652.03

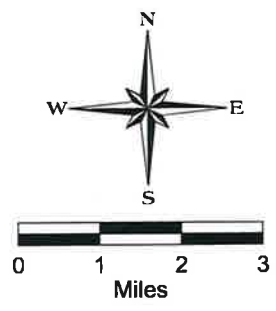
\*School EP & O Levies, only 1/2 Timber A.V. or 80% of the 1983 Timber Roll (whichever is greater) is used.

**LEGEND**

- Fire Districts
- School Districts
- Flood Zones
- Water Districts
- Parks & Rec Districts
- Cemetery Districts

NOTE: Fire District 8 is combined with Clallam County Fire District 3.

Barlcare S.D.  
Brinnon S.D.



# EAST JEFFERSON COUNTY TAX DISTRICTS

Map Date: August 4, 2017

RECEIVED

MAR 01 2022

Port of Port Townsend  
Administration Office

Quilcene Herb Beck Marina  
Fuel Sales & Cost  
2010-2020

	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
Diesel Sales	\$ 1,632	\$ 17,494	\$ 13,980	\$ 16,809	\$ 12,779	\$ 8,340	\$ 8,457	\$ 8,536	\$ 10,429	\$ 12,308	\$ 3,302
Gas Sales	14,212	20,443	12,478	17,682	13,904	12,116	9,182	12,093	6,069	7,436	988
total	\$ 15,843	\$ 37,938	\$ 26,458	\$ 34,491	\$ 26,683	\$ 20,456	\$ 17,639	\$ 20,629	\$ 16,498	\$ 19,744	\$ 4,291
Fuel Cost	14,105	33,847	24,162	31,541	24,055	18,060	15,571	17,075	15,112	16,255	2,047
System Testing			-	427	1,469	1,807	773	338	3,467	1,193	-
Net	\$ 1,738	\$ 4,091	\$ 2,296	\$ 2,523	\$ 1,159	\$ 590	\$ 1,295	\$ 3,215	\$ (2,081)	\$ 2,295	\$ 2,244

\*Costs do not include system maintenance or operational costs such as insurance and staffing.

# PORT OF PORT TOWNSEND

## AGENDA COVER SHEET

<b>MEETING DATE</b>	March 9, 2022
<b>AGENDA ITEM</b>	<input type="checkbox"/> Consent <input type="checkbox"/> 1 <sup>st</sup> Reading <input type="checkbox"/> 2 <sup>nd</sup> Reading <input checked="" type="checkbox"/> Regular Business <input type="checkbox"/> Informational
<b>AGENDA TITLE</b>	VIII. B. January 2022 Financials
<b>STAFF LEAD</b>	Abigail Berg, Director of Finance and Administration
<b>REQUESTED</b>	<input checked="" type="checkbox"/> Information <input type="checkbox"/> Motion/Action <input checked="" type="checkbox"/> Discussion
<b>ATTACHMENTS</b>	<ul style="list-style-type: none"> <li>• Staff Informational Memo</li> <li>• January Financial Report</li> </ul>

# PORT OF PORT TOWNSEND

## INFORMATIONAL MEMO

**DATE:** 2/28/2022  
**TO:** Commission  
**FROM:** Abigail Berg, Director of Finance & Administration  
**SUBJECT:** January 2022 Financial Report

---

Attached is the January 2022 financial report of Port activities. This is a consolidated report that shows the variance between the current period as compared to the prior year and the variance to budget year-to-date. The following is additional information not included in the attached financial report, but key in fully understanding the Port's financial status:

### 2022 YTD Capital Project Expenses

Point Hudson Jetties	19,705
D-Dock Renovation	0
BH Breakwater Repair	447
PH Pavilion Bldg. Remodel	12,875
FEMA Grant – Yard Stormwater Materials Replacement	0
FEMA Grant – City Dock	0
FEMA Grant – JCIA Asbestos Roof	0
Reconstruct Old Coast Guard Building	<u>9,654</u>
Total Capital Expenses YTD	<u>\$ 42,681</u>

### 2022 Capital Purchase

Kendrick Equipment, Inc. (final payment on 75-Ton lift)	397,964
Northsound Auto Group, LLC (3 RAM pick-up trucks)	<u>86,704</u>
Total Capital Purchases YTD	<u>\$ 484,668</u>

Ending Cash Balances as of January 31	2022	2021
Reserved Cash & Investments – Other*	\$ 2,572,964	\$ 1,726,134
Reserved Cash & Investments – IDD	2,050,918	\$ 550,325
Unreserved Cash & Investments	<u>1,436,884</u>	\$ 1,986,350
Total Cash & Investments	<u>\$ 6,060,766</u>	<u>\$ 4,262,809</u>

### \*Other Reserves detail:

	<u>Current balance</u>	<u>Target balance</u>
Unemployment Reserve	\$ 10,000	na
Operating Reserve (a)	863,440	\$ 1,470,609
Boat Haven Renovation Reserve (b)	447,878	na
Emergency Reserve	500,000	na
Port-Wide Capital Reserve (c)	<u>751,646</u>	na
Total Other Reserves	\$ 2,572,964	

- (a) *The target for the Operating Reserve is 25%, or three (3) months, of operating expenses, per current budget. See resolution 692-19 for more detail.*
- (b) *The plan for this reserve is to use it on Boat Haven Moorage projects until is it extinguished. It was replaced by the Port-Wide Capital Reserve in resolution 693-19.*
- (c) *Resolution 693-19 does not set a target for this reserve.*

#### Debt Service for the Year

2010 LTGO Bond – (83% paid A/B Dock Reconstruction, 17% paid 75 Ton Lift Pier)

June 1 – interest only	\$ 80,744
December 1 – principal and interest	400,744

2015 LTGO Refunding Bond- (paid for Point Hudson Marina Reconstruction – 2005 LTGO Bonds refunded in 2015)

July 1 – principal and interest	520,600
December 31 – interest only	<u>23,250</u>

Total Debt Service for 2021 \$ 1,025,338

#### Remaining Debt for years 2023-2029

2010 LTGO Bond – principal and interest	\$ 3,329,550	payoff December 2029
2015 LTGO Bond – principal and interest	<u>1,620,800</u>	payoff July 2025
Total	<u>\$ 4,950,350*</u>	

*\*Port staff hopes to extinguish all debt obligations two years early in 2027.*

#### DISCUSSION

As requested by Commission.

#### FISCAL IMPACT

NA

#### RECOMMENDATIONS

For discussion only.

**Port of Port Townsend**  
**2022 Summary of Fund Resources & Uses with Comparison to Prior Year and Budget**

	YTD Jan. 2021	YTD Jan. 2022	Variance to prior year	notes	YTD Budget 2022	Variance to Budget YTD
<b>OPERATING REVENUES</b>						
Boat Haven Moorage	148,554	149,510	956		154,286	(4,776)
Yard Operations	176,433	186,239	9,806		162,973	23,266
Boat Haven Properties	65,121	70,313	5,191		70,311	2
Pt. Hudson Marina, RV & Prop	108,447	104,386	(4,061)		100,001	4,385
Quilcene	12,330	11,926	(404)		10,683	1,243
Ramps	3,175	1,955	(1,220)		3,175	(1,220)
JCIA	12,978	14,438	1,460		13,219	1,219
(Incr.)/Decr. In Accounts Receivable	129,558	245,341	115,783		-	245,341
<b>Total Operating Revenues</b>	<b>549,800</b>	<b>784,107</b>	<b>127,511</b>	<b>a</b>	<b>514,648</b>	<b>269,459</b>
<b>OPERATING EXPENDITURES</b>						
Salaries & Wages	191,611	206,846	15,234		199,278	7,567
Payroll Taxes	18,808	21,181	2,373		20,878	303
Employee Benefits	69,741	63,742	(5,999)		71,095	(7,353)
Uniform Expense	525	808	283		858	(50)
Contract Services	3,935	6,812	2,877		21,516	(14,704)
Legal & Auditing	14,477	6,334	(8,143)		12,413	(6,079)
Insurance	-	515	515		-	515
Facilities & Operations	31,113	48,876	17,763		23,900	24,976
Utilities	36,115	35,923	(192)		48,309	(12,386)
Marketing	1,950	2,433	483		1,200	1,233
Economic Development	-	-	-		7,500	(7,500)
Travel & Training	23	137	114		709	(572)
Community Relations	1,847	-	(1,847)		-	-
<b>Total Operating Expenditures</b>	<b>370,146</b>	<b>393,606</b>	<b>23,461</b>	<b>b</b>	<b>407,656</b>	<b>(14,050)</b>
<b>Net Operating Income (Expense)</b>	<b>179,654</b>	<b>390,501</b>	<b>210,847</b>		<b>106,992</b>	<b>283,509</b>
<b>Other Increases in Fund Resources</b>						
Deposits & Retainage Collected	1,276	16,282	15,006		2,767	13,515
Taxes Collected	55,058	56,845	1,787		52,052	4,793
Capital Contributions/Grants	-	-	-		-	-
Debt Proceeds - Line of Credit	-	-	-		-	-
Interest	230	419	189		211	208
Property & other taxes	4,417	20,044	15,627		7,418	12,626
Misc Other Incr. in Fund Resources	-	3,868	3,868		1,555	2,313
<b>Total Other Incr. in Fund Resources</b>	<b>60,980</b>	<b>97,458</b>	<b>36,478</b>	<b>c</b>	<b>64,003</b>	<b>33,455</b>
<b>Other Decr. In Fund Resources</b>						
Deposits & Retainage Paid	-	-	-		-	-
Taxes Remitted	128,441	147,585	19,144		140,387	7,198
Debt Principal & Interest	251,565	-	(251,565)		-	-
Debt Mgmt, Issuance & Misc Exp	12	21	9		40	(19)
Election Expense	-	-	-		2,000	(2,000)
<b>Total Other Decr. In Fund Resources</b>	<b>380,018</b>	<b>147,606</b>	<b>(232,412)</b>	<b>d</b>	<b>142,427</b>	<b>5,179</b>
<b>Net Incr./(Decr.) in Fund Resources</b>	<b>(319,037)</b>	<b>(50,147)</b>	<b>268,890</b>		<b>(78,424)</b>	<b>28,277</b>
<b>Net Income (Expense)</b>	<b>(139,383)</b>	<b>340,354</b>	<b>479,737</b>	<b>e</b>	<b>28,568</b>	<b>311,786</b>

The accompanying information memo is an integral part of this statement.

Summary of Fund Resources Uses, January 2022

**Notes:**

(a) Overall, Operating Revenues increased by 23%, or \$127,511, when compared to 2021. When compared to budget, Operating Revenues are up by 52%, or \$269,459. In both instances, some of this increase is related to the paydown of accounts receivable balances.

(b) Overall, Operating Expenses increased by 6%, or \$23,461 when compared to 2021. Measuring performance against budget, Operating Expenses for January is less than budget by 3%, or (\$14,050).

(c) Total Other Increases in Fund Resources increased by 60%, or \$36,478 when compared to 2021. This is due to increased Point Hudson Moorage & RV deposits, Finance Charges (which were not implemented until February in 2021 as we got up to speed with the new Molo system), and the variability of tax revenue collections, specifically the IDD levy.

(d) Other Decreases in Fund Resources are less when compared to 2021 by 61%, or \$232,412. This is directly related to the final pay-off of the 2020 Line of Credit (LOC) in January 2021. When compared to budget, January's expenditures are more by 4%, or \$5,179.

(e) Overall, the difference between 2020 and 2021 for Net Income (Expense) that amounts to about \$480,000, is primarily due to the pay-off of the 2020 Line of Credit in January 2021 for \$251,565 and the beginning of year pay-down of accounts receivable variance of \$115,783. When those items are removed from the two years, the variance between 2020 and 2021 is reduced to \$17,169. The variance of this line item to budget is \$311,786, and, again, this is directly related to the increase in the paydown of accounts receivable of \$245,341. This line item isn't budgeted.

# PORT OF PORT TOWNSEND

## AGENDA COVER SHEET

<b>MEETING DATE</b>	March 9, 2022
<b>AGENDA ITEM</b>	<input type="checkbox"/> Consent <input type="checkbox"/> 1 <sup>st</sup> Reading <input type="checkbox"/> 2 <sup>nd</sup> Reading <input checked="" type="checkbox"/> Regular Business <input type="checkbox"/> Informational
<b>AGENDA TITLE</b>	VIII. C. Moorage – Temporary Waitlist Interruption & renewal fee waiver
<b>STAFF LEAD</b>	Eric Toews, Deputy Director
<b>REQUESTED</b>	<input checked="" type="checkbox"/> Information <input type="checkbox"/> Motion/Action <input type="checkbox"/> Discussion
<b>ATTACHMENTS</b>	<ul style="list-style-type: none"> <li>No Materials</li> </ul>

# PORT OF PORT TOWNSEND

## AGENDA COVER SHEET

<b>MEETING DATE</b>	March 0, 2022
<b>AGENDA ITEM</b>	<input type="checkbox"/> Consent <input type="checkbox"/> 1 <sup>st</sup> Reading <input type="checkbox"/> 2 <sup>nd</sup> Reading <input checked="" type="checkbox"/> Regular Business <input type="checkbox"/> Informational
<b>AGENDA TITLE</b>	VIII. D. Environmental Services On-Call Agreement
<b>STAFF LEAD</b>	Mathew Klontz, Director of Capital Projects and Port Engineer
<b>REQUESTED</b>	<input type="checkbox"/> Information <input checked="" type="checkbox"/> Motion/Action <input checked="" type="checkbox"/> Discussion
<b>ATTACHMENTS</b>	<ul style="list-style-type: none"> <li>• Staff Informational Memo</li> <li>• Environmental Services On-Call Draft Professional Services Agreement (PSA)</li> </ul>

# PORT OF PORT TOWNSEND

## INFORMATIONAL MEMO

**DATE:** 3/9/2022  
**TO:** Commissioners  
**FROM:** Matt Klontz  
**CC:** Eron Berg, Eric Toews, Abigail Berg  
**SUBJECT:** Award & Execution of Environmental Services On-Call Agreement

---

### **ISSUE**

Should the Port Commission award and execute an on-call agreement with Cowling & Company, LLC, doing business as Widener & Associates, for professional services related to environmental consultation and permitting for a variety of Port of Port Townsend (Port) capital improvement projects? Additionally, should the Commission delegate signing authority for execution of project-specific task orders issued under the cover of the on-call agreement to the Port Executive Director.

### **BACKGROUND**

The Port administers the repair and replacement of its existing infrastructure as well as construction of new infrastructure through the delivery of the Port's 5-Year Capital Improvement Program (CIP). Environmental consultation with federal and state resource agencies and the associated permitting for CIP projects is a necessary component of project delivery. It must be noted, the environmental process is unusually complex in marine and nearshore environments typical of the Port's facilities. Additionally, the environmental process can drive the pre-construction schedule, taking two or more years to complete. In other words, design engineering generally is more straight forward compared to the environmental permitting necessary to deliver a project that may impact ecologically sensitive areas and habitat.

Since the Port, like most small Ports, does not have the staff with specialize environmental expertise, it is necessary to establish a non-architect/engineer (non-A/E) professional services contract with a consultant for environmental services on an as-needed basis. Staff is recommending the Port accomplish this by entering into an on-call professional services agreement with Widener & Associates. As project needs arise, task orders will be negotiated and issued to Widener in support of the delivery of the Port's CIP.

### **DISCUSSION**

A qualification-based selection process was used for non-A/E services, since the services are in support of public works. In February 2022, Port staff conducted a selection process using the MRSC consultant roster in accordance with state statutory requirements and the Port's procurement practices.

The selection process concluded with Widener & Associates as the top-ranked firm. The specific terms of the agreement includes a three (3)-year contract term with the total not-to-exceed limit set at \$600,000. Project specific task orders will be negotiated and executed as the need arises during the term of the agreement.

The Port has many projects over the near-term horizon, which is exciting, but will be challenging to deliver. Port staff is up to that challenge. Over the next three years potential on-call task orders including estimated consultant fees include:

- Quilcene Marina Dredge.....\$25,000
- Boat Haven D Dock Renovation & Pile Replacement .....\$5,000
- Boat Haven Breakwater Repair .....\$15,000
- Boat Haven Breakwater Replacement .....\$100,000
- Boat Haven Linear Dock Replacement.....\$80,000
- Boat Haven Marina Dredge .....\$25,000
- Point Hudson Jetty Reconstruction (Local Permitting & Construction Habitat/Water Quality Monitoring).....\$60,000
- Gardiner Boat Launch .....\$65,000
- Boat Haven West Yard Expansion .....\$80,000
- Boat Haven North Yard Expansion .....\$30,000
- Boat Haven Bulkhead Replacement (FEMA-PA).....\$100,000
- City Dock Replacement (FEMA-PA).....\$100,000
- Jefferson County International Airport Wetland Monitoring...\$10,000
- Boat Haven Stormwater Cultural Resource .....\$10,000
- Boat Haven Stormwater Improvement.....\$30,000

#### **FISCAL IMPACT**

Annually, the Port's budget is updated to be consistent with the project list identified in the 5-year Capital Improvement Program. Potential new projects and cost changes to existing planned projects may have an impact on the current year budget. Such increases in project costs would be brought to the Commission for approval.

#### **ATTACHMENTS**

1. Attachment 1 Draft Professional Services Agreement, Cowling & Co., LLC, d/b/a Widener & Assoc.

#### **RECOMMENDATION**

Motion to award and execute the on-call agreement with Widener & Associates and authorize the Port Executive Director to execute project specific on-call task orders.

## PORT OF PORT TOWNSEND:

### STANDARD PROFESSIONAL SERVICES AGREEMENT (NON-ARCHITECTURAL & ENGINEERING)

This Standard Agreement for Professional Services not involving architectural, engineering or surveying work (the “Agreement”) is made and entered into on \_\_\_\_ day of March, 2022, by the Port of Townsend, a Washington municipal corporation (the “Port”), and the consultant listed below (the “Consultant”) for the scope of work outlined in this Agreement.

The Port: Port of Port Townsend  
2701 Jefferson Street  
P.O. Box 1180  
Port Townsend, WA 98368

Port Contact: Matthew Klontz, Director of Capital Projects & Port Engineer  
Telephone: 360-385-0656, ext. #112  
Email: matt@portofpt.com

Consultant Cowling & Company, LLC  
d/b/a Widener & Associates  
1902 120<sup>th</sup> Place, SE  
Suite 202  
Everett, WA 98208-6292  
UBI No. 603-348-384

Consultant Contact: Jordan Cowling Widener, President  
Telephone: 425-332-3971  
Email: jordancw@widener-enviro.com

Project: On-Call Environmental Permitting

1. Scope of Work. Consultant shall provide the services as agreed upon with Port management and outlined in Attachment “A” to this Agreement. **Exhibit “A”** outlines a general Scope of Services. All work by the Consultant under the general Scope of Services shall proceed under written Task Orders approved in advance by the Port.
2. Compensation. The Consultant shall be compensated for services provided and for expenses based on the attached “Fee Schedule” attached hereto as **Exhibit “B”**. The total expenditure by the Port for this Agreement shall not exceed \$600,000.
3. Term of the Agreement. The term of this Agreement shall commence with the mutual execution of this Agreement and will terminate when all tasks associated with the scope of services herein (as hereafter may be modified in writing) have been completed by the Consultant but in no event later than February 28, 2025.

4. Incorporation of Exhibits and General Provisions. Services covered by this Agreement shall be performed in accordance with the General Provisions and any attachments or schedules. This Agreement supersedes all prior agreements and understandings and may only be changed by written amendment executed by both parties.

**THIS AGREEMENT CONTAINS AN INDEMNIFICATION FROM THE CONSULTANT TO THE PORT AND A LIMITED WAIVER OF IMMUNITY UNDER TITLE 51, THE WASHINGTON WORKERS COMPENSATION ACT. THIS AGREEMENT INCLUDES THE EXHIBITS ATTACHED HERETO AND THE GENERAL PROVISIONS.**

**PORT OF PORT TOWNSEND**

**COWLING & COMPANY, LLC  
d/b/a Widener & Associates**

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Eron Berg, Executive Director

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Jordan Cowling Widener, President

## GENERAL PROVISIONS

**1. Selection.** The professional services to be provided under this Agreement are exclusively connected with public works projects outside the scope of "personal services" as defined by RCW 53.19.010(6) and none of the work to be completed involves the provision of architectural, engineering, or surveying services within the scope of Chapter 39.80 RCW.

Accordingly, the Consultant was chosen in accordance with the Port's applicable policies and procedures following a qualifications-based evaluation of selected environmental professionals whose Statements of Qualifications were listed on the Municipal Research and Services Center (MRSC) roster.

**2. Termination for Cause.** This Agreement may be terminated by either party upon seven (7) days' written notice should one party fail to perform in accordance with its terms through no fault of the other. In the event the party that fails to perform is the Consultant, the determination of "fail to perform in accordance with its terms" shall be in the sole judgment of the Port. In the event of termination, the Consultant shall be compensated for satisfactory services performed to the termination date. In no case, however, shall such compensation exceed the original amount of the Agreement as approved or as amended by the Port. Any work product generated by the Consultant prior to such termination shall be the sole property of the Port, and the Consultant agrees to provide the Port with all such materials.

**3. Termination Without Cause.** Further, this Agreement may be terminated by the Port at any time for any reason whatsoever, at the sole discretion of the Port, with seven (7) days' written notice. In the event of such termination, compensation shall be paid as

provided in Paragraph 2 above.

**4. Consultant Services.** Consultant's services shall meet or exceed the standard for similar services performed by professionals in the State of Washington.

**5. Charges for Additional Services.** The Consultant shall obtain the written approval of the Port for any charges for additional services performed by the Consultant, the additional services of others retained by Consultant or the furnishing of additional supplies, materials or equipment. The Consultant shall not be entitled to compensation for any such additional charges incurred in violation of this paragraph without prior written Amendment to the Agreement.

**6. Monthly Progress Statements.** The Consultant shall submit monthly statements of services rendered and expenses incurred to the Port in a form acceptable to the Port. The Port shall make prompt monthly payments for work completed to the Port's satisfaction and expenses incurred. In no event shall the Port be charged interest on payments due under this Agreement.

**7. Applicable Law.** All federal, state, and local laws applicable in the rendering of the services by the Consultant shall be complied with in all respects by the Consultant as shall all rules and regulations of the Port and any other governmental agency. By executing this Agreement, Consultant further certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, or declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal or

acceptance of this Agreement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, agreements, contracts, and subcontracts. Where the offeror/consultant or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this Agreement. The Port reserves the right to require Consultant to replace a sub-consultant or lower tier participant who cannot meet the foregoing certification requirements.

**8. Deviations from Scope of Work.** The Port may at any time issue written directions within the general scope of this Agreement. If any such direction causes an increase or decrease in the cost of this Agreement or otherwise affects any other provision of this Agreement, the Consultant shall immediately notify the Port. The Port may modify the amount spent for identified tasks within the scope of work providing the total amount of the Agreement, or as modified by written Amendment, is not exceeded. Any work done in violation of this paragraph shall be at the sole expense of the Consultant.

**9. Port Review of Title Documents and Permit Documents.** Prior to the submission of any documents related to any permits or the execution or recordation of any documents effecting title to any property, the said document shall be reviewed by the Port. The Port shall be responsible for all costs associated with such review.

**10. Conflict of Interest.** Consultant covenants that it presently has no interest and shall not acquire an interest, directly or indirectly, which would conflict in any manner or degree with its performance under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed by it or any of its sub-consultants.

**11. Insurance.** Consultant, concurrently with the execution of this Agreement, shall provide the Port with evidence that Consultant has obtained and is maintaining the insurance listed as follows:

(a) Workers' Compensation Insurance as required by law;

(b) Employers' Liability Insurance (bodily injuries) with a limit of One Hundred Thousand Dollars (\$100,000) per occurrence with an insurance company authorized to write such insurance in all states where the Consultant will have employees located in the performance of its work covering its common law liability to such employees;

(c) Comprehensive General Liability Insurance and Automobile Liability Insurance covering all owned and non-owned automobiles or vehicles used by or on behalf of Consultant with a Five Hundred Thousand Dollar (\$500,000) combined single limit for bodily injury and/or property damage per occurrence and an annual aggregate limit of One Million Dollars (\$1,000,000);

(d) Each of the policies required herein shall name the Port as an additional insured. Furthermore, each policy of insurance required herein shall (i) be written as a primary policy; (ii) expressly provide that such insurance may not be materially changed, amended or canceled with respect to the Port except upon forty-five (45) days' prior written notice from the insurance company to the Port; (iii) contain an express waiver of any right of subrogation by the insurance company against the Port and its elected officials, employees, or agent; (iv) expressly provide that the insurance proceeds of any loss will be payable notwithstanding any act or negligence of Consultant which might otherwise result in a forfeiture of said insurance; and (v) in regard to physical property damage coverage, expressly provide that all proceeds shall be paid jointly to Consultant and Port;

(e) With regard to Professional Liability Insurance, the Consultant shall maintain the

same in full force and effect during the term of this Agreement and for a period of one year thereafter; and

(f) The Consultant shall furnish the Port with two (2) copies of Certificates of Insurance evidencing policies of insurance required herein. The Consultant shall maintain these policies as identified above for itself and its sub-consultants for the term of this Agreement and for a period of one year thereafter. Such Certificates shall specifically state that the insurance company or companies issuing such insurance policies shall give the Port at least forty-five (45) days' written notice in the event of insurance company's or companies' cancellation or material changes in any of the policies.

**12. Indemnification.** The Consultant shall defend (with legal counsel satisfactory to the Port), indemnify and hold the Port, its elected officials, agents and employees harmless from and against all liabilities, obligations, fines, claims, damages, penalties, lawsuits, governmental proceedings, judgments, costs and expenses (including, without limitation, all attorneys' fees, costs and expenses of litigation):

- Arising out of any act or omission of Consultant, its directors, officers, consultants, agents and/or employees in connection with the services provided pursuant to this Agreement; and/or
- Arising from a breach of this Agreement by Consultant; and/or
- Arising out of or due to any failure on the part of Consultant to perform or comply with any rule, ordinance or law to be kept and performed.

The Port will inform Consultant of any such claim or demand that alleges liability based in whole or in part on any act or omission of Consultant, its directors, officers, agents, or employees. Thereafter the Consultant shall (i) reasonably cooperate in the defense of such claim and (ii) pay its defense of such claim as

incurred, whether or not such claim is ultimately successful. In this regard, the Port will reasonably cooperate with Consultant in allowing Consultant to jointly select, with the Port, attorneys to defend the Port and Consultant provided that Consultant confirms its obligation to pay the Port's defense costs.

12.1 In the event of concurrent negligence by the Port and Consultant, then at the conclusion of the action (e.g., judgment, arbitration award or settlement), the attorneys' fees and costs incurred in defending the Port shall be apportioned to the parties based on their respective fault as provided by RCW 4.24.114.

12.2 The foregoing indemnification obligation shall include, but is not limited to, all claims against the Owner by an employee or former employee of the Consultant or any sub-consultant or service provider. For this purpose, the Consultant expressly waives, as respects the Owner only, all immunity and limitation on liability under any industrial insurance Act, including Title 51 RCW, or other workers compensation act, disability act, or other employees benefits of any act of any jurisdiction which would otherwise be applicable in the case of such a claim.

**13. Confidentiality.** Any reports, documents, questionnaires, records, information, or data given to or prepared or assembled under this Agreement shall be kept confidential unless a specific written waiver is obtained from the Port and shall not be made available by the Consultant to any individual or organization without prior written approval of the Port except as may be ordered by a court of competent jurisdiction. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

**14. Plans, etc. Property of Port.** All original plans, drawings and specifications prepared by the Consultant and any and all sub-consultants

for the Port and funded by the Port are and shall remain the property of the Port whether or not the Project for which they are made is executed. This shall not apply to proprietary software or documentation that may be provided to the Port and that was developed independent of funding by the Port. The Consultant assumes no liability for any use of the Drawings and Specifications other than that originally intended for this Project. Originals, including electronic forms of the data prepared by the Consultant and funded by the Port shall become the property of the Port. No reports, records, questionnaires, software programs provided by Port or other documents produced in whole or in part by the Consultant under this Agreement shall be the subject of an application for copyright by or on behalf of the Consultant. When Consultants work results in the preparation of plans and specifications for bidding purposes, the Port will provide the Consultant with five (5) completed sets of bid documents. Additional sets will be the responsibility of the Consultant.

**15. Public Disclosure Request.**

Correspondence, reports and other written work that is generated during the course of the relationship created by this Agreement may be requested from the Port by third parties pursuant to the Washington State Public Disclosure Act (RCW 42.17.250 *et. seq.*). The Port shall be solely responsible for making a good faith determining of its obligation to release its public records and not be liable to the Consultant for any such release. This clause shall survive the termination or expiration of this Agreement.

**16. Electronic File Compatibility.** All electronically transmitted output must be compatible with existing Port software. Consultants shall check with the Port for software application and system compatibility.

**17. Pollution.** Port acknowledges that the

Consultant is not responsible for the creation or presence of contamination or pollution, if any, at the property except to the extent that such a discharge, release or escape is caused by the negligent act or failure to act of the Consultant. For the purpose of this clause, contamination conditions shall mean the actual or alleged existence, discharge, release or escape of any irritant, pollutant, contaminant, or hazardous substance into or upon the atmosphere, land, groundwater, or surface water of or near the property. The Consultant will promptly notify the Port of contamination conditions, if identified. Notwithstanding the foregoing, the Port does not herein waive any cause of action for damages resulting from the Port's reliance on any misrepresentation (made either knowingly or negligently) by the Consultant with regard to the presence of any contamination or pollution.

**18. Payment of Sub-Consultants.** The Port may request the Consultant certify that it has paid its sub-consultants in full for all work encompassed by invoices that the Port has paid. The Consultant shall be solely responsible for the performance of and payment to its sub-consultants. All such sub-consultants shall possess all licenses and insurance as required by the laws of the State of Washington.

**19. Non-Discrimination.** In connection with the performance of this Agreement, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, marital status, or being handicapped, a disadvantaged person, or a disabled or Vietnam-era veteran.

**20. Survivability.** All covenants, promises, and performance which are not fully performed as of the date of termination shall survive termination as binding obligations.

**21. Notices.** All notices, demands, requests, consents and approvals which may, or are

required to be given by any party to any other party hereunder, shall be in writing and shall be deemed to have been duly given if delivered personally, sent by electronic mail to the email address provided above with confirmation of receipt, sent by a nationally recognized overnight delivery service, or sent by United States registered or certified mail, return receipt requested, postage prepaid to the address provided on the first page of the Agreement.

**22. Time of Performance.** Time is specifically declared to be of the essence of this Agreement and of all acts required to be done and performed by the parties hereto.

**23. No Third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement.

**24. Counterparts and Authority.** This Agreement may be signed in counterparts. Each person signing below represents and warrants that they have complete authority to execute this Agreement.

**25. Facsimile or Electronic PDF File Transmission.** This Agreement and all subsequent notices or modifications may be executed by the parties and transmitted by facsimile or electronic transmission of a PDF file and, if so executed and transmitted this and all subsequent notices or modifications will be for all purposes as effective as if the parties had delivered an executed original.

**26. Attorney Fees.** The prevailing party in any action concerning this Agreement shall be awarded their reasonable attorney fees and costs.

**27. Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal

or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**28. Waiver.** No failure by either party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or any other covenant, agreement, term or condition.

**29. Law and Jurisdiction.** This Agreement is made and delivered in Jefferson County, Washington in the county wherein the Port is located and shall be construed and enforced in accordance with Washington law. Exclusive jurisdiction and venue for any disputes under this Agreement shall be solely in the Superior Court of Jefferson County, Washington, and not in any federal court.

**30. Amendment.** No modification, termination or amendment of this Agreement may be made except by written agreement signed by all parties, except as provided herein.

**31. Entire Agreement.** This is the entire agreement between the parties. It may not be altered or modified except by a written amendment to this Agreement that references the intent of the parties to amend this Agreement. There is no other oral or written understanding between the parties concerning this matter. The Consultant specifically understands that no Port employees other than the designated Port representative or his/her supervisors are authorized to direct the work of the Consultant.

## **EXHIBIT “A”: SCOPE OF SERVICES**

The following topic areas for task assignments provide a generalized Scope of Work. Individual Task Orders will be negotiated between the Port and Consultant to control the scope, budget, and timing of work. Specific Task Orders will contain a description of the work to be performed, anticipated schedule, budget, and other assumptions and conditions relative to the work to be undertaken consistent with this general Scope of Services.

The principal objective of the work to be performed under this contract is to provide environmental permitting consulting services in connection with a wide range of Port capital projects, which include but is not limited to the following:

- Quilcene – Herb Beck Marina – Entrance channel and marina dredging;
- Boat Haven D Dock Renovation & Pile Replacement;
- Boat Haven Main Breakwater Repairs;
- Boat Haven Breakwater Replacement (east 580’);
- Boat Haven Linear Dock Replacement;
- Boat Haven Marina Dredging;
- Point Hudson Breakwater Replacement (Local Permits, and Construction Habitat/Water Quality Monitoring);
- Gardner Boat Launch Replacement;
- Boat Haven West Yard Expansion and On-Site Mitigation;
- Boat Haven North Yard Expansion;
- Boat Haven Bulkhead Replacement (FEMA-PA);
- City Dock Replacement (FEMA-PA);
- Jefferson County International Airport Wetland Monitoring;
- Boat Haven Stormwater Cultural Resources Survey;
- Boat Haven Stormwater Collection and Treatment System Improvements; and
- Environmental and Land Use Permits - Within the available budget, individual Task Orders may also be developed for a range of other environmental, shoreline and land use permitting as required by the Port.
- Other tasks of similar nature as may be assigned.

## EXHIBIT “B”: FEE SCHEDULE

### FEES

- The total expenditure by the Port for this Agreement shall not exceed \$600,000.
- Cowling & Company LLC personnel will be billed as follows: -

*Actual Not to Exceed TableProject*  
*Coordination Services*  
*2022 Rates*  
*Cowling & Company LLC DBA Widener & Associates*

Job Classifications	Direct Labor Rate NTE*		Overhead 110% NTE		Fixed Fee 30% NTE		All Inclusive Hourly Billing Rate NTE	
	Min.	Max.	Min.	Max.	Min.	Max.	Min.	Max.
Project Manager	\$71.00	\$75.00	\$78.10	\$82.50	\$21.30	\$22.50	\$170.40	\$180.00
Senior Project Specialist/Biologist	\$35.00	\$55.00	\$38.50	\$60.50	\$10.50	\$16.50	\$84.00	\$132.00
Project Specialist/Biologist	\$17.00	\$35.00	\$18.70	\$38.50	\$5.10	\$10.50	\$40.80	\$84.00
Administrative Staff	\$15.00	\$25.00	\$16.50	\$27.50	\$4.50	\$7.50	\$36.00	\$60.00

- Hourly rates may be updated annually upon mutual agreement.
- Hourly fees shall be billed to the closest ½ hour increment.
- Travel time shall be paid at ½ the normal hourly fees.

### EXPENSES

The fees outlined above shall be inclusive, and shall include reimbursable costs such as mileage, meals, photocopies and overnight delivery charges.

# PORT OF PORT TOWNSEND

## AGENDA COVER SHEET

<b>MEETING DATE</b>	March 9, 2022
<b>AGENDA ITEM</b>	<input type="checkbox"/> Consent <input type="checkbox"/> 1 <sup>st</sup> Reading <input type="checkbox"/> 2 <sup>nd</sup> Reading <input type="checkbox"/> Regular Business <input checked="" type="checkbox"/> Informational
<b>AGENDA TITLE</b>	Informational Items
<b>STAFF LEAD</b>	Eron Berg, Executive Director
<b>REQUESTED</b>	<input checked="" type="checkbox"/> Information <input type="checkbox"/> Motion/Action <input type="checkbox"/> Discussion
<b>ATTACHMENTS</b>	<ul style="list-style-type: none"> <li>• January 2022 Detailed Financials</li> <li>• Port Contracts Update</li> <li>• Lease Brief</li> </ul>

**Port of Port Townsend**  
**2022 Summary of Fund Resources & Uses with Comparison to Prior Year and Budget**

	YTD Jan. 2021	YTD Jan. 2022	Variance to prior year	notes	YTD Budget 2022	Variance to Budget YTD
<b>OPERATING REVENUES</b>						
PTBH - Permanent Moorage	100,747	107,075	6,328		109,166	(2,091)
PTBH - Liveaboard Fee	1,700	1,500	(200)		1,953	(453)
PTBH - Liveaboard Background Check	60	-	(60)		-	-
PTBH - Work Float/Lift Pier Usage	-	-	-		427	(427)
PTBH - Monthly Guest	19,135	18,346	(789)		21,753	(3,407)
PTBH - Nightly Guest	14,189	11,899	(2,290)		7,196	4,703
PTBH - Electric	11,318	9,130	(2,188)		11,314	(2,184)
PTBH - Miscellaneous Revenue	100	292	192		1,475	(1,183)
PTBH - Showers	541	530	(11)		559	(29)
PTBH - Restroom Key Fobs	20	50	30		31	19
PTBH - Laundry	424	542	118		390	152
PTBH - Promotional Sales	44	-	(44)		22	(22)
PTBH - Port Labor	275	145	(130)		-	145
Boat Haven Moorage	148,554	149,510	956		154,286	(4,776)
Yard - 70/75 Ton Hoist Revenue	22,762	11,559	(11,203)		19,167	(7,608)
Yard - 70/75 Ton Yard Revenue	59,706	71,956	12,250		52,266	19,690
Yard - 70/75 Ton Yard Enviro Fee	6,566	5,163	(1,403)		4,719	444
Yard - 70/75 Ton Yard Electric	3,402	3,704	302		3,616	88
Yard - 70/75 Ton Yard Port Labor	-	181	181		-	181
Yard - 300 Ton Hoist Revenue	15,589	17,387	1,798		15,291	2,096
Yard - 300 Ton Yard Revenue	46,695	50,229	3,533		46,099	4,130
Yard - 300 Ton Yard Enviro Fee	633	1,686	1,053		600	1,086
Yard - 300 Ton Yard Electric	4,757	4,661	(96)		4,757	(96)
Yard - 300 Ton Yard Port Labor	-	362	362		100	262
Yard - L/T Storage	5,817	9,851	4,034		6,750	3,101
Yard - Blocking Rent	4,193	4,001	(192)		4,879	(878)
Yard - Off Port Property Tarp Fee	47	-	(47)		-	-
Yard - Washdown Revenue	4,903	3,804	(1,099)		3,700	104
Yard - Bilge Water Revenue	-	1,495	1,495		596	899
Yard - Liveaboard Fee	465	200	(265)		300	(100)
Yard - Enviro Violations & Clean up	900	-	(900)		83	(83)
Yard - Miscellaneous Revenue	-	-	-		50	(50)
Yard Operations	176,433	186,239	9,806		162,973	23,266
PTBH Prop - Lease Revenue	59,706	64,932	5,226		64,737	195
PTBH Prop - Fuel Dock Lease	993	1,263	271		1,042	221
PTBH Prop - Garbage	2,190	296	(1,893)		2,290	(1,994)
PTBH Prop - Water	-	2,176	2,176		-	2,176
PTBH Prop - Stormwater	790	817	27		915	(98)
PTBH Prop - Electric	570	(186)	(756)		373	(559)
PTBH Prop - Storage Unit Revenue	872	1,013	141		954	59
Boat Haven Properties	65,121	70,313	5,191		70,311	2
Pt Hudson - Permanent Moorage	12,625	13,851	1,226		11,500	2,351
Pt Hudson - Monthly Guest	16,713	18,837	2,125		16,670	2,167
Pt Hudson - Nightly Guest	3,692	1,739	(1,953)		1,592	147
City Pier & Union Wharf Usage	172	-	(172)		-	-

Pt Hudson - Monthly R.V.	11,786	14,253	2,467		11,475	2,778
Pt Hudson - Nightly R.V.	11,524	7,263	(4,261)		12,500	(5,237)
Pt Hudson - Kayak Racks	1,194	1,686	492		1,150	536
Pt Hudson - Electric	3,222	3,752	530		3,100	652
Pt Hudson - Reservation Fee	473	1,166	693		1,057	109
Pt Hudson - Liveaboard Fee	1,376	1,381	5		1,356	25
Pt Hudson - Liveaboard Backgrnd Ck	-	300	300		-	300
Pt Hudson - Showers	325	157	(168)		253	(96)
Pt Hudson - Laundry	518	536	18		518	18
Pt Hudson - Miscellaneous	-	155	155		-	155
Pt Hudson - Building Leases	42,208	34,864	(7,344)		35,735	(871)
Pt Hudson - Property Utilities	2,565	4,448	1,883		3,095	1,353
Pt Hudson - Parking	56	-	(56)		-	-
Pt. Hudson Marina, RV & Prop	108,447	104,386	(4,061)		100,001	4,385
Quilcene - Permanent Moorage	4,698	4,365	(333)		3,168	1,197
Quilcene - Liveaboard Fee	324	-	(324)		-	-
Quilcene - Showers	220	160	(60)		190	(30)
Quilcene - Electric	569	242	(327)		246	(4)
Quilcene - Kayak Rack Storage	-	27	27		-	27
Quilcene - Recreational Ramp Fees	226	-	(226)		226	(226)
Quilcene - Miscellaneous Revenue	56	356	300		-	356
Quilcene - Lease Revenue	5,457	5,834	376		5,784	50
Quilcene - Water	780	942	162		1,069	(127)
Quilcene	12,330	11,926	(404)		10,683	1,243
Ramp Fees	3,175	1,355	(1,820)		3,175	(1,820)
PTBH Ramp - Commercial Use Fees	-	600	600		-	600
Ramps	3,175	1,955	(1,220)		3,175	(1,220)
JCIA - Lease Revenue	9,790	10,743	953		10,244	499
JCIA - Hangar Revenue	2,890	3,500	610		2,739	761
JCIA - Aircraft Parking	59	62	3		55	7
JCIA - Fuel Lease Revenue	89	58	(31)		79	(21)
JCIA - Electric	151	74	(76)		102	(28)
JCIA	12,978	14,438	1,460		13,219	1,219
(Incr.)/Decr. In Accounts Receivable	129,558	245,341	115,783		-	245,341
<b>Total Operating Revenues</b>	<b>549,800</b>	<b>784,107</b>	<b>127,511</b>	<b>a</b>	<b>514,648</b>	<b>269,459</b>
<b>OPERATING EXPENDITURES</b>						
Salaries & Wages	191,611	206,846	15,234		199,278	7,567
Payroll Taxes	18,808	21,181	2,373		20,878	303
Employee Benefits	69,741	63,742	(5,999)		71,095	(7,353)
Uniform Expense	525	808	283		858	(50)
Contract Services	3,935	6,812	2,877		21,516	(14,704)
Legal & Auditing	14,477	6,334	(8,143)		12,413	(6,079)
Insurance	-	515	515		-	515
Office/Computer Supplies	3,443	5,285	1,842		1,200	4,085
Operating Supplies	2,720	8,214	5,495		3,239	4,975
Enviro Materials/Supplies	-	1,700	1,700		3,000	(1,300)
Empl Recog/Relations	899	2,026	1,128		-	2,026
Postage	(14)	-	14		50	(50)
Janitorial Supplies	-	-	-		500	(500)
Fuel & Lubricants	55	156	100		1,175	(1,019)
Permits & Licenses	-	189	189		-	189

Equipment Rental	147	-	(147)		2,445	(2,445)
Membership & Dues	10,721	2,088	(8,633)		-	2,088
Bank Charges	6,130	18,725	12,595		8,652	10,073
Excise Tax	1,117	-	(1,117)		761	(761)
Miscellaneous Expense	-	-	-		41	(41)
Repair & Maintenance Supplies	5,895	10,493	4,597		2,837	7,656
Facilities & Operations	31,113	48,876	17,763		23,900	24,976
Utilities	36,115	35,923	(192)		48,309	(12,386)
Advertising (Legal 2018)	-	1,922	1,922		-	1,922
Marketing	1,650	233	(1,417)		1,200	(967)
Promotion	300	278	(22)		-	278
Marketing	1,950	2,433	483		1,200	1,233
Economic Development	-	-	-		7,500	(7,500)
Travel & Training	23	137	114		709	(572)
Community Relations	1,847	-	(1,847)		-	-
<b>Total Operating Expenditures</b>	<b>370,146</b>	<b>393,606</b>	<b>23,461</b>	<b>b</b>	<b>407,656</b>	<b>(14,050)</b>
<b>Net Operating Income (Expense)</b>	<b>179,654</b>	<b>390,501</b>	<b>210,847</b>		<b>106,992</b>	<b>283,509</b>
<b>Other Increases in Fund Resources</b>						
PTBH Prop Lease Deposits Collected	61	883	822		100	783
PH Prop Lease Deposits Collected	145	673	528		667	6
JCIA Prop Lease Deposits Collected	-	2,309	2,309		-	2,309
PH Marina/RV Deposits Collected	1,069	12,417	11,348		2,000	10,417
Deposits & Retainage Collected	1,276	16,282	15,006		2,767	13,515
Sales Tax Collected	4,189	3,246	(944)		3,691	(445)
Leasehold Tax Collected	50,633	53,454	2,821		48,161	5,293
Hotel/Motel Tax Collected	235	145	(90)		200	(55)
Taxes Collected	55,058	56,845	1,787		52,052	4,793
Capital Contributions/Grants	-	-	-		-	-
Debt Proceeds - Line of Credit	-	-	-		-	-
Investment Interest	230	419	189		211	208
Interest	230	419	189		211	208
Operating Tax Levy	2,618	2,626	8		4,762	(2,136)
IDD Tax Levy	1,794	13,091	11,297		2,156	10,935
State Forest Revenues	5	4,274	4,269		500	3,774
Leasehold Excise Tax	-	53	53		-	53
Property & other taxes	4,417	20,044	15,627		7,418	12,626
Finance Charges	-	2,741	2,741		1,550	1,191
Other Non-Operating Revenues	-	1,127	1,127		5	1,122
Misc Other Incr. in Fund Resources	-	3,868	3,868		1,555	2,313
<b>Total Other Incr. in Fund Resources</b>	<b>60,980</b>	<b>97,458</b>	<b>36,478</b>	<b>c</b>	<b>64,003</b>	<b>33,455</b>
<b>Other Decr. In Fund Resources</b>						
Deposits & Retainage Paid	-	-	-		-	-
Leasehold Tax Remitted	128,441	147,585	19,144		140,387	7,198
Taxes Remitted	128,441	147,585	19,144		140,387	7,198
Principal Pmt - 2020 Line of Credit	250,000	-	(250,000)		-	-
Interest Exp - 2020 Line of Credit	1,565	-	(1,565)		-	-
Debt Principal & Interest	251,565	-	(251,565)		-	-
Investment Fees	12	21	9		40	(19)
Debt Mgmt, Issuance & Misc Exp	12	21	9		40	(19)
Election Expense	-	-	-		2,000	(2,000)

Total Other Decr. In Fund Resources	380,018	147,606	(232,412)	d	142,427	5,179
Net Incr./ (Decr.) in Fund Resources	(319,037)	(50,147)	268,890		(78,424)	28,277
Net Income (Expense)	(139,383)	340,354	479,737	e	28,568	311,786

**Notes:**

- (a) Overall, Operating Revenues increased by 23%, or \$127,511, when compared to 2021. When compared to budget, Operating Revenues are up by 52%, or \$269,459. In both instances, some of this increase is related to the paydown of accounts receivable balances.
- (b) Overall, Operating Expenses increased by 6%, or \$23,461 when compared to 2021. Measuring performance against budget, Operating Expenses for January is less than budget by 3%, or (\$14,050).
- (c) Total Other Increases in Fund Resources increased by 60%, or \$36,478 when compared to 2021. This is due to increased Point Hudson Moorage & RV deposits, Finance Charges (which were not implemented until February in 2021 as we got up to speed with the new Molo system), and the variability of tax revenue collections, specifically the IDD levy.
- (d) Other Decreases in Fund Resources are less when compared to 2021 by 61%, or \$232,412. This is directly related to the final pay-off of the 2020 Line of Credit (LOC) in January 2021. When compared to budget, January's expenditures are more by 4%, or \$5,179.
- (e) Overall, the difference between 2020 and 2021 for Net Income (Expense) that amounts to about \$480,000, is primarily due to the pay-off of the 2020 Line of Credit in January 2021 for \$251,565 and the beginning of year pay-down of accounts receivable variance of \$115,783. When those items are removed from the two years, the variance between 2020 and 2021 is reduced to \$17,169. The variance of this line item to budget is \$311,786, and, again, this is directly related to the increase in the paydown of accounts receivable of \$245,341. This line item isn't budgeted.

# PORT OF PORT TOWNSEND

## INFORMATIONAL MEMO

**DATE:** March 3, 2022

**TO:** Commissioners

**FROM:** Sue Nelson, Lease & Contracts Administrator

**CC:** Eron Berg, Executive Director

**SUBJECT:** **March 9, 2022 Commission Meeting** – Commission Update: New/Amended Contracts Under \$50,000, Approved by Executive Director Eron Berg, per Delegation of Authority Resolution No. 762-22

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Name	Dates	Description	Amount Not to Exceed:
Windridge Solutions, LLC	1/1/22-12/31/22	Website development / hosting, support	\$7,500
Katy Bigelow, LLC	3/1/22-complete 1 wk after final visit	Sims Way Poplar study	\$1,700

# PORT OF PORT TOWNSEND

## AGENDA MEMO

**DATE:** 3/9/2022  
**TO:** Commission  
**FROM:** Sue Nelson, Lease & Contracts Administrator  
**SUBJECT:** March 2022 lease briefing

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### ISSUE

The purpose of this memo is to keep the Commission informed about existing, planned and potential leases.

### BACKGROUND

As of the beginning of this month the Port has **40** land leases, **38** building leases, **30** rental agreements and **4** vacancies.

Vacant properties include: **Point Hudson north-duplex**, and **three north-facing offices in the Nomura Building**. (Cupola House Annex will be vacant April 1.)

### DISCUSSION

#### *Agreements:*

- Executed a five-year **lease**, plus one five-year option, beginning May 1, 2022, with **SEA Marine** for the upstairs sail loft in the Armory Building. (Approved at the 2/23/22 meeting.) SEA Marine will be making building improvements during the months of March and April. Staff continues discussions with SEA Marine members for a long-term Point Hudson ground lease.
- Began negotiating **rental agreements** with different entities for small office space on the second floor of the Nomura Building. (Originally, EDC Team Jefferson was to be the landlord of these subtenancies, but it has since been agreed upon that the Port will instead manage the agreements.)  
One agreement has been executed with **Tree Ring, LLC**, a small business consultant working directly with Team Jefferson. They rent 121 sf of office space on the 2<sup>nd</sup> floor of the Nomura Building, at market rate.  
A month-to-month agreement for **Sea Grant** is in the hands of the UW legal department for review. It is for a 208-sf office, on the second floor, beginning March 15.
- **Fine Yacht Interiors** provided 90+ days' notice to exercise the second of three 3-year **lease options**, expiring 5/31/25.
- **Hanson of Port Townsend** provided 90+ days' notice to exercise the first of three one-year **lease options**, now expiring 5/31/23.

#### *March Rent Increases:*

- **CPI Increase (4.6%):** Ernest Baird (Haven Boatworks); PT Yacht Club (every five years, equal to the accumulative CPI); Warren & Karen Erickson; Richard Grandy; Hood Canal Aviation/Jim Piper; Northwest Hangars, LLC
- **Market Rate Increase:** none

- **Step Increase:** none

*Leases in Holdover Status:*

- Dennis Broderson, T-hangar pad. Staff plans to develop new month-to-month rental agreements for all T-hangar pad sites.
- Gatheringplace, Point Hudson south-duplex
- Quilcene Harbor Yacht Club

*Misc.:*

- Directors Berg, Toews and I have met twice now in the past month with members of the PT Shipwrights, discussing a possible “foot by foot” land swap in the long-term storage area to allow for them to construct a new machine shop adjacent to their current leasehold. We will meet again after they have discussed this further at their next members meeting, late month.
- Important to note, the USCG lease for land and the finger pier expires on September 30, 2023.

**FISCAL IMPACT**

N/A

**ATTACHMENTS**

1. 2022 Lease List

**RECOMMENDATIONS**

For information only.

PORT OF PORT TOWNSEND LEASE LISTING

Boat Haven - PROPERTY		MARCH 2022		
LEASE NAME	Lease Amount	Lease Expiration	NEXT CPI/STEP Incr.	REMARKS
Admiral Ship Supply	1,860.13	1/31/2025*	2/1/2023	*One 5-yr option available.
Andersen Machine Shop	269.06	9/30/2027	10/1/2022	Land lease.
Andersen Machine Shop	57.00	Mo/Mo	6/1/2022	228 sf additional land for storage adjacent shop. 30 day notice for rate increases.
Armstrong Consolidated LLC	9,041.51	Mo/Mo	30-day notice	Discussing lease possibilities. 30-day notice for rate increases.
Armstrong Consolidated LLC	445.83	Mo/Mo	30-day notice	Additional space upstairs.
Blue Moose Café	620.84	10/31/2026*	5/1/2022	*5-yr option available. 24-mo step to market.
Crown Castle (cell tower)	13,833.96/yr	6/30/2025*	6/1/2022	*One 5-yr option remains. Pay one mo in arrears..
Crown Castle - AT&T Sub-Lease	939.12		9/1/2022	Annual lease renewal. 6.5% annual increase 9/2019-9/2022. Pay one mo in arrears.
Dave's Mobile Welding (Dave Fletcher)	3,002.19	8/31/2022*	9/1/2022	*Two 1-yr options remain.
Eagle Harbor Marine	274.59	Mo/Mo	9/1/2022	Land rental. 30-day notice for rent increases.
EDC Team Jefferson	790.01	Mo/Mo	7/1/2022	2nd floor Nomura Bldg (767 sf). 30--day notice for rent increases.
Ernst R. Baird (Haven Boatworks)	900.88	2/28/2029	3/1/2023	Land lease. Includes 6' x 50' Lumber rack.
Fine Yacht Interiors	1,316.19	5/31/2025*	6/1/2022	*One 3-yr option remains. Exercised 2nd option 6/1/22-5/31/25.
Flye, Todd dba On The Flye	375.47	1/31/2025	2/1/2023	Land lease-temporary structure. No options remain.
Gatheringplace	185.95	10/31/2022	N/A	License Agrmnt-"Raven Room", Nomura Bldg-Disabled trainging-dog biscuits. License eff. April 1, 2021.
Goolden, Leo (Sampson Boat Co)	983.68	Mo/Mo	6/1/2022	30-day notice for rent increases. ( M/V Tally Ho project-expected up to 2 years.)
Haven Boatworks	1,269.22	Mo/Mo	1/1/2023	Former J&S Bldg., Haines St. 30-day notice for rent increases.
Jefferson County (Commission Bldg)	1,765.18	9/30/2026	10/1/2022	5-yr. 180 day termination notice-either party.
Jefferson County MRW	0.00	9/28/2047	N/A	Interlocal Government Agreement
Jochems Property Mgmt.	326.47	10/31/2026	1/1/2024	Land lease. CPI every two years, next 1/1/2024.
Johnson Fabrication	1,712.76	8/31/2022	6/1/2022	Port has 120-day option to terminate lease, due to building condition.
Key City Fish Co. (10th Street-seafood mrkt)	1,842.74	8/31/2023	9/1/2022	Seafood market.
Key City Fish Co. (Haines PL-refrigeration)	775.10	11/30/2024*	12/1/2022	*Two 5-yr options available.
Kimmel's Crab Shack	2,159.91	4/30/2049	5/1/2022	Land lease.
Kulin/Vizzini Svcs, Inc. (PT Rigging)	488.84	3/31/2030	4/1/2022	Land lease.
NW Maritime Center (Marine Thrift)	614.34	1/31/2023*	2/1/2023	*Two-1-yr options remain.
NW School of Wooden BoatBuilding	509.78	6/30/2026*	7/1/2022	*One 5-yr option available. 25% of prevailing rate. Lease supersedes rent agrmnt.
Octopus Gardens Diving	896.00	6/30/2026	7/1/2022	24 mo. stepped rent to achieve market rate.
Olympic Boat Transport LLC	51.68	Mo/Mo	2/1/2023	Relocated crane next to Pete's Marine w/new mo-mo agreement, smaller footprint.
Pete Stein & Compass Woodwork	5,180.56	5/31/2026*	6/1/2022	*One 5-yr option available. Amended lease includes Bldg 2 & 3. 18-mo step rent. Paying Bldg 3 dep in full, continuing with stepped dep for Bldg 2.
Pete Stein & Compass Woodwork	94.00	Mo/Mo	6/1/2022	40'x8' land & 7'x8' land for equipment.
Pete's Marine Services	1,415.66	7/31/2023*	8/1/2022	*Two 1-yr options available.
Port Townsend Fuel Dock LLC	650.00	6/30/2024*	N/A	*One 5-yr term remains. 2% flowage fee pays rent. MR applies.
PT Furniture Clinic	616.99	1/31/2023*	2/1/2023	*Two 1-yr options remain.
PT Sailing Assoc. - License	412.80/yr	8/31/2022*	9/1/2022	*One 1-yr option remains. Use of land near Octopus Dive for sailing activities. CPI.
PT Sailing Assoc.	114.67	Mo/Mo	9/1/2022	Use of land near Octopus Dive for storage container.
Port Townsend Shipwrights, Inc.	6,030.15	7/31/2050	8/1/2022	Land lease. Market rate incr 8/1/30-every 10 yrs.
Pt Townsend Yacht Club	295.44	2/28/2026	3/1/2027	Land lease.
Revision Marine	2,020.22	12/31/2024	1/1/2023	Bldg/Land lease
Rubicon Yachts, LLC	1,515.00	11/30/2022	N/A	New 1-yr lease, effective December 1, 2021.
Sands, Guy & Kim (PT Brewing Co.)	3,273.12	5/31/2026*	6/1/2022	*Two 5-yr options remain. Bldg & Land.
Sands, Guy & Kim (PT Brewing Co)	150.00	Mo/Mo	10/1/2022	600 sf outdoor dining area.
Scow Bay Boats	498.41	9/30/2023*	10/1/2022	*One 3-yr option. Land lease-temporary structure.
Sea J's Café (Estate of Florence Jevne)	1,070.69	Mo/Mo	6/1/2022	Mo/Mo Building & Land agreement.
Skookum Corporation	892.69	3/31/2026*	N/A	Annual step increases/*one 5-yr option/renting 3,036 sf lower floor, Nomura Bldg. (1995 lease terminated.)
Sunrise Coffee	1,821.40	9/30/2031*	10/1/2022	*Two 5-yr options available. Deposit balance-6 installments.
Takaki, Jennifer (Marina Café)	531.20	12/31/2026	7/2/2022	5-year lease, stepped rent to achieve MR in 18 mos. Deposit in full.
Takaki, Jennifer (Marina Café)	99.00	Mo/Mo	10/1/2022	396 sf outdoor dining ara. CPI applies.
Thompson, Dave	687.49	Mo/Mo	11/1/2022	Land with temporary structures.
Tree Ring, LLC	130.68	Mo/Mo	3/1/2023	New month/month agreement-small office (2-G) upstairs, Nomura Bldg.
U. S. Coast Guard	5,488.05	9/30/2023	10/1/2022	Annual lease renewal & step increases.

PORT OF PORT TOWNSEND LEASE LISTING

Point Hudson - PROPERTY	MARCH 2022			
LEASE NAME	Lease Amount	Lease Expiration	NEXT CPI/ STEP Incr.	REMARKS
Arnest, Randy dba Studio 2020	354.00	Mo/Mo	7/1/2022	Small view office. Added storage closet.
Best Coast Canvas	1,890.00	7/31/2022*	8/1/2022	*Two 1-yr options remain.
Brion Toss Yacht Rigging	812.28	8/31/2024	9/1/2022	5-yr lease, no options.
Brooks, Cindy	37.80	Mo/Mo	N/A	54 sf floor in Armory Bldg thru June to work on wherry for 70/48 race
Commanders Beach House	2,177.36	4/30/2025	5/1/2022	Assignment to D & N Dionne. Deposit increased.
Doc's Marina Grill / TNT Restaurants LLC	2,928.12	4/30/2027	5/1/2022	Exercised last 5-yr option 5/1/22-4/30-27. Desires a new 10-yr lease.
GatheringPlace	N/A	N/A	N/A	Leasehold exempt - Non-profit
Hagen Designs	547.00	Mo/Mo	4/1/2022	Archive rm, Main Bldg. Short term.
Hanson of Port Townsend Inc.	345.78	5/31/2023*	6/1/2022	*Two 1-yr options remain: <del>6/22</del> , 6/23, 6/24. Exercising 2nd of 3 options.
Hudson Point Café	1,514.85	6/30/2025*	7/1/2022	*One 5-yr option available.
Hudson Point Café Office #10, Main Bldg.	264.00	Mo/Mo	7/1/2022	Restaurant view office.
Hudson Point Café Office #8	237.60	Mo/Mo	6/1/2022	Restaurant storage, non-view office.
Hudson Point Café	117.73			PH Main Bldg - common area fee-restroom cleaning/stocking
Marine Resources Consultants Inc.	491.82	9/30/2022*	10/1/2022	*One 2-year option available.
Marine Surveys & Assessments	1,503.83	3/31/2024	4/1/2022	Scheduled step increases.
Mark Kielty Design	264.00	Mo/Mo	11/1/2022	Small view office, Main Bldg.
Mark Kielty Design	7.77			PH Main Bldg - common area fee-restroom cleaning/stocking
Northwest Maritime Center	1,337.50	6/30/2051	7/1/2022	Former Landfall site-plan to build 3000 sf classroom.
Northwest Maritime Center (Swan Hotel)	516.00/yr	auto renew	6/1/2024	License-encroachment. MR every 3-yr. Port may term w/180-day notice
Puget Sound Express	1,106.50	12/31/2025	1/1/2023	No options remain.
Schooner Martha Foundation	756.29	12/31/2024*	1/1/2023	*One 5-yr option available.
SEA Green Partners d/b/a SEA Marine	378.84	Mo/Mo	5/1/2022	Cupola Annex for storage.
SEA Green Partners d/b/a SEA Marine	295.47 LET	Mar & Apr LET		No-rent access period (2 mo) for tenant improvements. 12.84% Leasehold Excise Tax to be paid for Mar & Apr-prior to 5/1/22 lease.
Shanghai Restaurant	2,472.01	10/31/2026	11/1/2022	No options remain.
Shanghai Restaurant	174.90			PH Main Bldg - common area fee-restroom cleaning/stocking
Shannon Partners LLC	2,242.14	6/30/2027	7/1/2022	Ground lease.
The Artful Sailor	503.50	11/30/2022*	12/1/2022	*Two 1-yr options remain.
The Artful Sailor	429.80	Mo/Mo	2/1/2023	Expanding shop to include small shop north. of current shop.
U.S. Customs	3,034.75	12/20/2027	GSA determines	Accepted 5-yr option 12/2022 - 12/2027
Uptown Dental Clinic	260.00	Mo/Mo	11/1/2022	90 sf office, 2nd floor, northern half PH duplex.
Washington Dept. of Fish & Wildlife	8,430.97	3/21/2024*	N/A	*One 5-yr option.
Waterline Boats, LLC	\$ 264.00	Mo/Mo	7/1/2022	New PH small office rate structure (view).

PORT OF PORT TOWNSEND LEASE LISTING

JCIA - PROPERTY	MARCH 2022			
LEASE NAME	Lease Amount	Lease Expiration	NEXT CPI/ Step Incr.	REMARKS
A Hangar Condo Association	1,108.08	11/20/2045	12/1/2022	Land lease. Hangars 'E' & 'F'.
Aurora Aircraft Maint & Restoration	523.49	10/31/2026*	11/1/2022	*One 5-yr option remains.
Aurora Aircraft Maint & Restoration		12/31/2023	N/A	Fuel Concession. If Erickson replaces tank, one more 5-yr option available. Port is paid 2%/fuel sales for lease.
Broderson, Dennis	55.72	2/28/2016	3/1/2022	T-hangar pad, #T-403(Q). Now Mo/Mo.
Dow Jeffery & Jorja	344.91	12/31/2028	8/1/2022	Land lease. Hangar 'D'.
Eber, Lorenz	60.00	Mo/Mo	12/1/2022	T-hangar pad, #T-404(P)
Erickson, Warren & Karen	173.65	7/26/2057	3/1/2023	Land lease. Hangar '4-B'.
G Hangar Condo Assoc.	535.79	6/9/2047	7/1/2022	Land lease.
Grandy, Richard	174.16	7/26/2057	3/1/2023	Land lease. Hangar '4-A'.
H-Hangar Corp., Inc.	498.04	6/22/2049	7/1/2022	Land lease.
Hangar C Group LLC	518.78	4/30/2053	12/1/2022	Settled 2/25/21: Amend #6: Ext. term.
Hangar J Lease (Holt)	244.56	10/1/2050	10/1/2022	Land lease.
Hood Canal Aviation LLC/Jim Piper	173.65	7/26/2057	3/1/2023	Land lease. Hangar '4-C'.
JEFFCO Hangar Assoc., Inc.	682.14	11/30/2041	12/1/2022	11,369 sf, hangar site 'I'.
K-Hangar Assoc. @ JCIA	507.26	4/25/2049	5/1/2022	Land lease.
L Hangar Condo Assoc @JCIA	585.34	10/31/2048	10/1/2022	Land lease.
Lemanski, Tom & Linda	60.00	Mo/Mo	3/1/2022	T-hangar pad, #T-405®
Marlow, William (December Annual )	150.00/yr	N/A	N/A	Easement effective until terminated
Morrison, Neil/Lark Leasing	166.51	4/30/2053	5/1/2022	Land lease. Hangar 'N-North'.
Morrison, Neil	166.51	4/30/2053	5/1/2022	Land lease. Hangar 'N-South'.
Northrup, Mildred/Roethle, Garth	60.00	Mo/Mo	3/1/2022	T-hangar pad, #T-406(M)
NW Hangars LLC	1,778.99	7/26/2057	3/1/2023	Land lease. Hangars '7' & '8'.
Port Townsend Aero Museum	378.00	7/31/2052*	5/1/2022	*One 25-yr option. Museum bldg-land lease.
Port Townsend Aero Museum	324.00	7/31/2052*	5/1/2022	*One 25-yr opt. Museum bldg-land lease (expan.).
Port Townsend Aero Museum	557.28	7/31/2052*	5/1/2022	*One-25 yr option. Maintenance bldg-land lease.
Port Townsend Aero Museum	221.59	4/30/2053	5/1/2022	M' Hangar. Separate land lease.
Port Townsend Aero Museum	60.00	Mo/Mo	5/1/2022	T-hangar pad, T-400(S)
Port Townsend Aircraft Services	280.20	6/30/2035*	7/1/2022	*Two 10-yr options.
Pratt Sr., David	60.00	Mo/Mo	3/1/2022	T-hangar pad, #T-401(N)
Scheall, Daniel	55.72	2/28/2026	3/1/2022	T-hangar pad, #T-402(O)
Spruce Goose	218.57	9/30/2029*	10/1/2022	*Two 5-yr options. CPI/MR apply.
Wexman, Scott & Diana Levin	241.38	3/31/2053	4/1/2022	Land lease. Hangar 'O'.

PORT OF PORT TOWNSEND LEASE LISTING

QUILCENE - PROPERTY	MARCH 2022			
LEASE NAME	Lease Amount	Lease Expiration	NEXT CPI/ Step Incr.	REMARKS
Canterbury, Ray	<i>fluctuates</i>	N/A		<i>Water rights.</i>
Coast Seafoods	\$ 5,494.92	12/31/2039	1/1/2023	Land lease.
Coast Seafoods	<i>fluctuates</i>			<i>Water.</i>
Quilcene Harbor Yacht Club	\$ 227.92	11/30/2019	12/1/2022	The fate of the building is a subject of the Quilcene planning process. Working twds new agreement.
Quilcene Harbor Yacht Club	<i>fluctuates</i>			<i>Water.</i>
Quilcene Village Store	\$ 110.92	Mo/Mo	9/1/2022	1 yr lease - kayak rack & ground it sits on