



2nd Monthly Meeting Agenda
Wednesday, March 23, 2022, 5:30 p.m.

**To be held in person at the Port Townsend Yacht Club (PTYC), 2503 Washington Street
and also online**

Via <https://zoom.us/> – or call (253) 215-8782, use Webinar ID: 862 6904 3651, Password: 911887

- I. Call to Order / Pledge of Allegiance
- II. Approval of Agenda
- III. Public Comments
- IV. Consent Agenda Pages
 - A. Approval of Workshop & Business Meeting Minutes from March 9, 2022 1-8
 - B. Approval & Ratification of Warrants 9-19
 - C. Gardiner Boat Ramp Reid Middleton Contract..... 20-38
- V. Second Reading ~ none
- VI. First Reading ~ none
- VII. Regular Business
 - A. 2022 Legislative Report, Insight Strategic Partners 39
 - B. February Year-to-Date Financials 40-44
- VIII. Staff Comments
- IX. Commissioner Comments
- X. Next Public Workshop & Regular Business Meeting: Wednesday, April 13, 2022,
at PTYC & via Zoom, with Public Workshop at 9:30 a.m. and Regular Meeting at 1:00 p.m.
- XI. Executive Session ~ to discuss the performance of a public employee, RCW 42.30.110(1)(g)
- XII. Adjournment
- Informational Items 45
 - Detailed February 2022 Financial Report 46-50
 - Commission Contracts Update 51

PORT COMMISSION PUBLIC WORKSHOP – March 9, 2022

The Port of Port Townsend Commission met for a Public Workshop online via Zoom

Present: Commissioners Hanke, Hasse, and Petranek
 Executive Director Berg
 Deputy Director Toews
 Finance Director Berg
 Port Engineer & Director of Capital Projects Klontz
 Recorder Erickson

I. CALL TO ORDER:

Commissioner Petranek opened the Workshop at 9:30 a.m.

II. AGENDA:

- Commission Meeting Plans
 - Post CoViD-19 Plans
 With the Port's Pavilion building not yet ready for occupancy, Commissioners discussed venue options for in-person meetings.
 - Retreat Planning
The timing and agenda for a Commission retreat were discussed.
- "Back 40" uses at Point Hudson
Commissioners discussed efficient uses of the westerly acreage at Point Hudson, with a more organized layout and leases for businesses at Point Hudson who are interested in expanding.

III. ADJOURNMENT:

The Workshop adjourned at 11:15 a.m.

ATTEST:

Pamela A. Petranek, President

Peter W. Hanke, Secretary

Carol Hasse, Vice President

PORT COMMISSION REGULAR BUSINESS MEETING – Wednesday, March 9, 2022

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

Present via Zoom online video: Commissioners Hanke, Hasse, and Petranek
 Executive Director Berg
 Deputy Director Toews
 Director of Finance & Administration Berg
 Director of Capital Projects and Port Engineer Klontz
 Port Attorney Woolson
 Port Recorder Erickson
 Lease & Contracts Administrator Nelson
 Harbormaster Ferrero
 Operations Manager Sparks

I. CALL TO ORDER (00:00:04)

Commissioner Petranek called the meeting to order at 1:00 p.m.

II. APPROVAL OF AGENDA (00:00:47)

Agenda was approved by unanimous consent.

III. PUBLIC COMMENTS (00:00:58) *the following comments were sent in via email:*

Amy Leitman of Maritime Surveys & Assessment Cooperative commented live at the meeting that the “on-call” environmental consulting contract could have been better described as a permit/federal grant acquisition contract. This is not her specialty and she no longer objected to the contract; however, as a local environmental consultant who specializes in marine biology and a long-term tenant of the Port, she hoped the Port would consider using her services for future projects in her realm of expertise.

Mary Elayne (Grady) Dunphy wrote regarding retaining the Sims Way poplars, saying that they are an historic welcoming symbol of the City. She urged Commissioners to insure more dedicated care for the existing trees and preserve this iconic landscape.

Sylvia Platt emailed to comment on the Sims Way Poplars asking the Commission to consider undergrounding the power lines along Sims Way at the Boatyard and refrain from cutting any trees.

Bo Bricklemeyer emailed a request that Commission underground the power lines along Sims Way at the Boatyard and forgo money from the County grant, which he thought was only available if trees are cut.

IV. CONSENT AGENDA (00:06:42)

A. Approval of Workshop & Regular Business Meeting Minutes from February 23, 2022.

B. Approval of Warrants

Warrant #064886 in the amount of \$369.04 for Accounts Payable.

Warrant #064887 through #064893 in the amount of \$29,082.44 and Electronic Payment in the amount of \$172,705.34 for Payroll & Benefits.

Warrant #064894 through #064959 in the amount of \$186,404.31 for Accounts Payable.

Warrant #064815 in the amount of \$2,108.52 is declared void.

C. Resolution 767-22 Sale of Abandoned Vessels

Commissioner Petranek made note of two small changes made to the minutes. Commissioner Hasse asked that item D. Interlocal Agreement regarding the Moderate Risk Waste Facility be moved to VIII. Regular Business, item E. on the agenda.

Commissioner Hanke moved to accept parts A, B & C of the Consent Agenda; vote was taken, and motion was approved unanimously.

- V. Special Presentation – Recognition of David K. Johnson, Port Maintenance Lead, for 20 years at the Port (00:13:27)

Operations Manager Sparks said Dave had been with the Port for 20 years as the Port’s carpenter—now the new lead of maintenance—and he has been great to work with and a good friend. Executive Director Berg said he was working from an office which Dave made from things salvaged from a boat. Mr. Berg then listed many other spaces where Dave has used a broad-based skills set to do the work from imagination to completion. Deputy Director Toews said Dave had done so much good work for the Port, and he appreciated his skilled efforts. Mr. Toews mentioned what a great help he was to executive management as a union representative and liaison. Finance Director Berg said she also has one of the beautiful tables Dave made in her office and she liked the signs he has made which make the Port look more professional. David K. Johnson said that he felt extremely fortunate when he first got the job, and 20 years later he still feels lucky. He’s had two great supervisors, and works for a great organization with lots of great projects to keep him interested. Lease and Contracts Administrator Nelson said she had worked with Dave the whole 20 years, and she appreciated his fine craftsmanship. She told him he is a great guy to work with, is always responsive, and the Port is lucky to have him. Commissioner Hanke said that Dave had always been there to help out with a great attitude. Commissioner Hasse commended Dave for always exuding competence and kindness. She asked if he had inlaid the paver on the front deck of the sail loft. (He said he had.) She said that inlaying the named paver into front steps was very thoughtful and kind. Port Recorder Erickson thanked Dave for being welcoming and praised his skills. Port Engineer Klontz agreed that Dave is very approachable for new people and younger staff who look up to him as how a professional looks and acts. Mr. Klontz thanked Mr. Johnson and said he looked forward to another 20 years of working with him.

- VI. SECOND READING: ~ none

- VI. FIRST READING ~ none

- VII. REGULAR BUSINESS (00:21:40)

- A. Quilcene Community Meeting Report out

Greg Brotherton thanked the Port for continuing to listen, because the Herb Beck Marina is a keystone to the Quilcene community. He said he came to report on the meeting held on March 1st as a resident, where most of the time was spent framing the conversation from the different perspectives that the Port and community bring. He reported that the Quilcene Community feel that the marina is not cared for, and when the fuel station left it made the community feel like they weren’t a part of the equation. The Community is glad the Port is coming up with a plan for dredging and is responsive to ideas, but they’re not quite ready for economic development there, as it is feared that it would become too crowded. The community wants the marina preserved and maintained, and feels the Port is on the right path—taking care of deferred maintenance is critical, as is opening the restroom, which the community feels with regular staffing could be reopened. He said the Quilcene community would like a little bit of attention, but not too much. Sustainable tourism is precarious down at the marina and they don’t want to lose what they cherish in trying to maintain it.

Commissioner Petranek asked about taxes and how the community there felt their taxes were being used; she said that taxes go to services for all residents of the county. Executive Director Berg explained that what we know from the 2018 PTMTA study is that the Marine Trades cluster in Jefferson County pays about \$12.6 million in state and local taxes, and of that, 5.8 million was received by tax-receiving entities in Jefferson County. He said the Port hears from Quilcene residents that they pay and don’t see direct dollars from the Port coming to them, but what’s not being considered is that that \$1 invested by Quilcene resident property tax generates \$5 for the county which can be spent on county roads, parks, sheriff, etc. Regardless of actual facility location, the Port’s economic impact through our marine trades support is vitally important county wide.

Mr. Brotherton quoted the Port’s mission, “to protect and maintain our community resources and maritime heritage” and said Quilcene residents concentrate on that, not who deserves what. The Herb Beck Marina is a small part of the Port’s budget, is fairly sustainable, and strategic planning is just as

necessary there as elsewhere. As long as the end result is revenue neutral, sustainable economic development might be low-cost in Quilcene. He thought parsing tax dollars was not meaningful.

Commissioner Hanke said he had heard that same argument about Quilcene tax dollars not seen at the marina. Port Ludlow citizens also pay taxes, and the Port has only a small boat ramp there. He said the Port's mission is to enhance Port properties, and we're going as fast as we can to do that.

Executive Director Berg said that staff weren't as ready for this meeting as they would have liked, and they had a smaller turnout than past meetings. Staff proposed not to meet in April in order to be more prepared with financial modelling, a Mott McDonald assessment and options, and other information to share at the next meeting in May. He reported that at the end of the meeting participants were still thanking him for the work staff was doing. Mr. Brotherton said the community was very appreciative, and they want the Port to know that they are willing to pitch in to help fix up the marina, which they think of as their own.

B. January 2022 Financials (00:37:56)

Finance Director Berg reminded Commissioners that this report was only for one month; the actual financial performance for the year becomes more apparent after the first quarter, and certainly into the summer season. She referred to her memo on page 33 of the packet, saying that about 53% of the Port's capital project expenses in January was from work done by Maintenance staff. In Capital Purchases, the final payment was made on the new 75-ton Travelift, and the Port also added 3 much-needed pickup trucks to its fleet. Comparing ending cash balances 2022 to 2021 the Port increased by almost \$2 million overall, and 83% of that is the IDD; unreserved cash went down about half a million dollars, which has a lot to do with the new Travelift. She then moved on to page 34 and talked about the debt service which has no payments yet this year but gives us the total for the year, which is just over \$1,025,000. Our general tax levy is budgeted at \$1,077,000, which is just over that dollar amount, and since Commission voted to use the general tax levy towards paying down our debt, this shows that the Port now has more in our tax levy than is due in our debt, which is a good place to be. She stated that Operating Revenue is about 23% more than in 2021 and 52% more than budget. She said that the operating budget is really close to last year and the Port is on track.

Commissioners Petranek and Hasse asked a couple of clarifying questions. Commissioner Hanke did a shout out to Operations Manager Sparks saying that \$86,000 for 3 trucks was a great price.

C. Moorage – Temporary Waitlist Interruption & Renewal Fee Waiver (00:46:08)

Executive Director Berg said that there were two issues to address: 1) a check-in with Commission on our intent to work with the trades to allow for a limited number of guest monthly liveaboard moorage uses for marine trades working in the boatyard in order to help with the current housing crunch; and 2) Port staff want to manage Boat Haven marina to accommodate Point Hudson tenants during the Jetty project, which will have an impact on the waitlist. He said he was looking for authorization to waive the moorage renewal fee during the tenancy of the Point Hudson jetty project.

Harbormaster Ferrero said in preparation for the breakwater work, staff expect that about 1800 linear feet of vessel will need to transfer into Boat Haven Marina for the duration of the Point Hudson Jetty projects. He said that preparing for this project, Port staff made about 40 unassigned-to-permanent slips available in the Boat Haven marina. He believes that if 30 slips are kept as unassigned-to-permanent moorage in combination with our linear space, all 1800 linear feet should be accommodated. He suggested that waitlist staff assign about 10 slips as soon as possible and then put the waitlist on hold for the Point Hudson transition this year and next year. During this time, he proposed keeping people on the waitlist, but not charging the annual renewal fees. There would still be a few spaces for the proposed monthly liveaboards for marine trades workers. Executive Director Berg said there is a group of moorage tenants who will get squeezed: guest monthly tenants who cobble together moorage in Point Hudson in winter, and back to Boat Haven in summer. He warned that there will be difficult challenges for all of us during this highly

disruptive project, and staff is doing everything possible in advance to plan for as little disruption as possible.

Commissioner Hanke asked about the timing of construction at Point Hudson, and if the Port would be closing Point Hudson for the duration of the project.

Executive Director Berg said all tenants in Point Hudson would leave for the Wooden Boat Festival (as per usual) and return after construction of the jetty is complete, currently planned for March 1, 2023. This would be the same pattern the following year for the other leg of the jetty.

Commissioner Hanke cautioned that Port staff had spent inordinate amount of time on liveaboard issues in the past and asked that an end date be planned for with these tenancies. Commissioner

Hasse asked if the Port could do background checks and double-check their employment status.

Deputy Director Toews said that the Port does background checks for liveaboards. Executive Director Berg said they will make sure they work directly in the marine trades in the Boat Yard; he clarified that they will not be permanent tenants but guest monthly tenants.

Lease and Contracts Administrator Nelson asked whether other employees of Port tenants (like restaurant workers) would qualify for this guest-monthly live-aboard tenancy. Executive Director Berg said that at this time, the idea was to help the marine trades workers only.

Commissioner Hasse moved to authorize the Executive Director to waive moorage waitlist renewal fees until the Point Hudson project is complete. Motion passed by unanimous consent.

Executive Director Berg said that staff intend to move forward with the “buoy test” this spring, so there may be an opportunity for additional waitlist assignments, if any boats cannot pass this test. (Port rules require that tenant boats be capable of leaving the marina under their own power at the harbor master’s request.) He said staff would make note of those we can’t verify have left the marina, and these boats will be required to do the buoy test. He said the Port’s goal is to have active maritime use at the docks to be part of an active maritime community.

D. Environmental Services On-Call Agreement (Widener Contract) (01:06:13)

Capital Projects Director & Port Engineer Klontz said the on-call agreement serves as a master agreement so that when a need arises, Port staff could do a task order for work. Typically, in-water projects are complicated in the sense that they require coordinating with the Army Corp of Engineers for permits, and Widener and Associates is uniquely qualified for that work. The on-call agreement satisfies the requirement to do a selection process, and this is administratively efficient for Port staff to do once periodically rather than for each individual project. Instead, staff can negotiate a fee proposal, and scope of work and issue a task order with the selected firm.

Commissioner Hanke said he had seen this done at other ports and said it streamlined the process for getting a consultant up to speed on what the projects are.

Commissioner Petranek said during this past year that port staff has worked with this consultant and each staff member is intensely involved in the teamwork, and staff’s number 1 thing is building that relationship and track record. She emphasized that this contract allows but doesn’t obligate the Port to work with this one particular contractor. She asked that the commission be kept up to date on capital projects as we go along.

Commissioner Hasse said that despite the cost, Widener and Associates have gotten the Port more money than we’ve spent, which is a huge value, and of further value is the trust the staff has in them. She requested that when we need biological analysis and assessments (as distinct from grant writing and permits) that we consider hiring companies closer to home with biologists on staff.

Commissioner Hanke moved to execute this agreement for on-call environmental services with Widener and Associates. Motion passed by unanimous vote.

E. Interlocal Agreement regarding the Moderate Risk Waste (MRW) facility

Commissioner Hasse agreed that the MRW should leave the Port – we need more room for our boats – however, Jefferson county really needs a fixed site for a moderate risk waste facility, and since marine trades people are generators of this kind of waste, the Port should take the lead in finding a location for it, even if a mobile pickup is planned. Commissioner Hanke agreed and said he thought the appropriate place would be at the transfer station. Executive Director Berg said leading the effort in finding a location is not something the Port's should take on. The County has been a great strategic partner; they will phase the removal with their own strategic planning process and find a way to adjust services in the future. Deputy Director Toews said the expiration of the current agreement is set precisely to afford the time needed to design, locate, permit and construct a facility. Commissioner Hasse asked if the Port would have a holding site for collection events. Mr. Toews said the Port will make sure the tenants are adequately served and will establish drop-off points for certain materials here at the Boat Haven, either to have it picked up or held until a collection event.

Commissioner Hasse moved to approve the Interlocal Agreement (ILA) between the Port of Port Townsend & Jefferson County concerning the Moderate Risk Waste (MRW) Facility. Motion passed by unanimous vote.

VIII. STAFF COMMENTS (01:33:10)

Executive Director Berg commented on the following:

- Thanks for approving the MRW agreement which will help open up space in the yard and allow the Port flexibility in planning the Sims Way boatyard expansion. He said the key to the boatyard is flexibility, eliminating obstructions, and being creative, because we now have more boats in the boatyard than we've ever had and in places they've never been.
- The Compromise Capital Legislative Budget is heading for passage and has our Point Hudson project in for a supplemental \$1.5 million, bringing the state commitment to \$2.5 million. He thanked the district representatives, especially Representative Steve Tharinger who has helped the Port in managing to fund this project.
- He met with Ilsa Barrett, a landscape designer and Port Townsend native, to help us design an interface between the Point Hudson Armory Building and the Key City Theater parking lot. The goal is an activated art and performance space and a better path between the Port and City properties. The Main Street organization will fund a parklet on City property, the City will work on connectivity, and the Port will work on our property in a coordinated approach.
- The Port Rules & Regulations as well as the Port Comprehensive Scheme will be moved to a managed site called Code Reviser where their staff updates the documents for consistency and intent, maintains them, makes them easy for us to update, and available to the public. The link to this site will be on the Port's website.

Deputy Director Toews commented that all Customer Service Representatives (CSRs) are reviewing the current Rules and Regulations (including recently hired CSRs) to make sure they all understand them, noting what works and what doesn't, as well as areas for potential changes and updates. He said he was continuing to do work on grants and permitting on many fronts and had reached critical milestones on the Jetty project – local permitting work with the City.

Capital Projects Director Klontz said the City issued the SEPA addendum last week, which sets the stage for wrapping up some permits with the City and the State, in particular Washington Dept. of Fish and Wildlife (WDFW) approving the HPA as well as the water quality certification from the Department of Ecology and lastly, staff hope to have an Army Corp of Engineers permit in hand this spring for the Point Hudson Jetty project. He said there are still some pieces to work on, particularly on the funding agreement with the Department of Commerce; however, with a lot of the environmental work done, design can be completed in the coming weeks, and the Port can advertise for Jetty construction as early as June 1. He said there was also an advertisement out currently for

public engagement & landscape architectural services for the Sims Way Gateway and Boatyard Expansion project being done in cooperation with the City and PUD.

Finance Director Berg created a list of current Port grants and there are 17 grants that have been awarded and/or not yet confirmed which total approximately \$16 million. This is about the same amount of IDD funds that are available in this levy. Of the 17 grants, she said there are 4 grants that are not yet confirmed and total about \$ 1.7 million. She said this was amazing that the Port has leveraged so much and gave kudos to those involved. She said the Cowling work had brought in an estimated \$1.3 million of that total.

Kristian Ferrero commented that the Port is welcoming Brian Eversole and Shannon White to our CSR crew this week and organizing marina offices into the new teams. He reported that there were a few vessel mishaps this week: one sank at Boat Haven, one landed on the beach at Point Hudson with a minor fuel spill, which were great team-building experiences for the new team. The Port is developing a haul-out facility at Mats Mats Bay, where staff have been monitoring a situation with a big boat that was hauled out there on a hand-made trailer. He mentioned that the American Cruise Lines ships will start arriving weekly starting next month.

Operations Manager Sparks commented that the Yard crew is enjoying the new Gator vehicles. He reported that the Boat Yard is full, and boats are being placed where they've never been before, possibly even the parking lot in the near future. He said that there are delays on delivery of HVAC parts for the Pavilion building remodel and he hoped Commission meetings could be held in person there starting in May. He gave an update on the old Coast Guard building project, where his crew is making progress; however, the Port is still waiting for the shoreline permit, which delays the building permit. He said his crew had crushed all 13 of the DNR (Department of Natural Resources) boats and six of the Port's own boats which opens up sorely needed yard space; space is at a premium and reservations are having to be cancelled. He added that the new Travelift was working well.

Lease & Contracts Administrator Nelson said she had put together a new format for the lease brief and summary, which will be presented at first monthly meetings of the Commission. She reviewed her brief, highlighting a few items, including a negotiation with SEA Marine on a land lease at Point Hudson, and discussions with Port Townsend Shipwrights Co-op about a possible spot close to their current area in the shipyard for the location of a new machine shop.

Recorder Erickson asked if the Commission planned to meet in person on March 23. Executive Director Berg stated that staff were working on that; the intent was to meet in person as a hybrid meeting, based on the discussion at the morning workshop.

IX. COMMISSIONER COMMENTS (02:08:26)

Commissioner Hasse commented that she had attended the Chamber Café where the City Library offered their space (the Pink House) as a free meeting space, and she learned that the Food Co-op could use more cold storage space due to supply chain issues and needing to stock up while supplies were available. She reported that the Chamber is producing a "Women in the Maritime" brownbag on April 5, 2022, at noon, where she will be presenting, along with Betsy Davis (NWSWB Executive Director), Amber Heasley (Sail Port Townsends Founder), Sarah Kolbeck (Owner, Port Townsend Rigging), Esther Whitmore (Shipwright at Haven Boatworks) and Robin Mills (Fisherwoman and Program Director, Northwest Maritime).

Ms. Hasse gave a report on the Point Hudson Jetty project at the Marine Resources Committee (MRC) meeting, which was well received. The MRC members were excited about the plan for a reef at the Point Hudson Jetty and recommended before and after studies by the Washington Scuba Alliance. The North Olympic Development Council (NODC) focused on the Pacific Northwest National Labs (PNNL) in Sequim working on an electrical grid using tidal, solar, wind and electric boats; they're interested in working with local entities for energy storage. She's working with Scott Wilson and Marian Rowe on a new Port logo. She had a field trip with Port staff to Quilcene, and she met with City Manager John Mauro to talk about how to get more voices heard for a community vision for the future of Port Townsend.

Commissioner Petranek commented on three things:

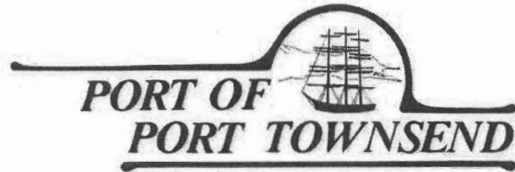
1. City, PUD and Port are continuing to meet regarding the Sims Way Gateway and Boatyard Expansion Project, and they're working on:
 - Communications: the City will host a website and each jurisdiction will have a link to that site. Press releases will be issued, and written comments will be accepted along the way.
 - Calendar: task group formal kick off will be in early April, before a meeting with the Parks board on April 26.
 - Consultants: will be hired for engineering, design, and to work with the community group.
 2. On March 4 she went on a boatyard tour with John Mauro and 3 new city council members. They met Bill, an owner of a 100-year-old boat who talked about how many generations had owned and worked on the boat, expressing his deep gratitude for maritime trades workers at the Port.
 3. She was part of another KPTZ "Our Working Waterfront" interview on March 8, to be aired Friday March 11 at noon. Diana Talley was interviewed about an event called Women of the Working Waterfront to be held March 11 at the Cotton Building at 3:00 p.m.; a photo of all Port Townsend women connected to the water in any way will be taken on the Union dock at 4:00 p.m. They also interviewed a 5th generation fishing family who had two boats hauled out this winter.
- X. Next Public Workshop & Regular Business Meeting (01:50:07): Wednesday, March 23, 2022, at 5:30 p.m. with location to be determined (and via Zoom). (02:20:00)
- XII. EXECUTIVE SESSION (02:20:08) to discuss the performance of a public employee, RCW 42.30.110(1)(g)
- XIII. ADJOURNMENT: meeting went into Executive Session at 3:22 p.m. and later adjourned at 4:15 p.m.

ATTEST:

Peter W. Hanke, Secretary

Pamela A. Petranek, President

Carol L. Hasse, Vice President



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 064960 through No. 064963 generated on March 1st, 2022 in the amount of \$6,069.04 and Electronic Payment in the amount of \$100,846.12, for a total amount of \$106,915.16 is ratified.

Signed and Authenticated on this 23rd day of March, 2022.

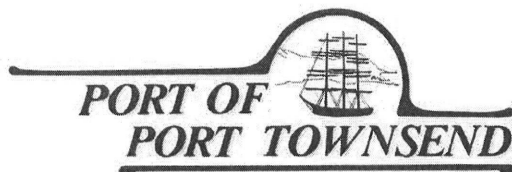
For: Payroll and Benefits

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

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WARRANT APPROVAL

We, the undersigned, as Commissioners and Auditing Officer of the Port of Port Townsend, in Jefferson County, Washington, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, and that the claims is a just, due and unpaid obligation of the Port of Port Townsend, that I am authorized to authenticate and certify to said claim and that these claims, in Warrant No **064964** generated on March 17th, 2022 in the amount of **\$279.28 is ratified.**

Signed and Authenticated on this **23rd** day of **March**, 2022.

For: Accounts Payable

Commissioner Pam Petranek

Commissioner Carol Hasse

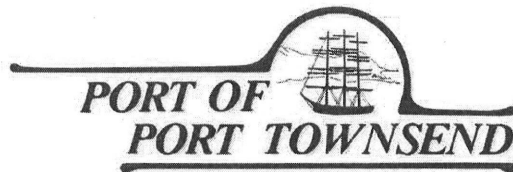
Commissioner Pete W. Hanke

S. Abigail Berg, Director of Finance
And Administration

Check Register**Journal Posting Date: 3/17/2022****Register Number: CD-000911****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
0000064964	3/17/2022	CIT010	City of Port Townsend				
			LUP22-021				
				3/17/2022	279.28	0.00	279.28
				Report Total:	<u>279.28</u>	<u>0.00</u>	<u>279.28</u>

Check Entry Number: 001



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 064965 through No. 065014, are approved for payment in the amount of \$142,117.05 on this 23rd 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: 3/23/2022
Register Number: CD-000912

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
0000064965	3/23/2022	ADM002	Admiral Ship Supply Inc.				Check Entry Number: 001
			2/28/2022 STATEMENT	2/28/2022	1,237.56	0.00	1,237.56
0000064966	3/23/2022	ARR010	Arrow Lumber Port Townsend				Check Entry Number: 001
			2/28/22 STATEMENT	2/28/2022	4,983.02	0.00	4,983.02
0000064967	3/23/2022	BAN005	Bank of America				Check Entry Number: 001
			3/5/22 STATEMENT	3/5/2022	9,541.78	0.00	9,541.78
0000064968	3/23/2022	BER045	Eron Berg				Check Entry Number: 001
			2/2022 EXPENSE	2/28/2022	171.14	0.00	171.14
0000064969	3/23/2022	BIG050	Katy Bigelow - Arborist LLC				Check Entry Number: 001
			7025	3/11/2022	1,395.00	0.00	1,395.00
0000064970	3/23/2022	CEN030	CenturyLink				Check Entry Number: 001
			3/1/2022	3/1/2022	175.00	0.00	175.00
0000064971	3/23/2022	CEN035	CenturyLink				Check Entry Number: 001
			3/5/22 STATEMENTS	3/5/2022	461.18	0.00	461.18
0000064972	3/23/2022	COA050	Mott MacDonald				Check Entry Number: 001
			100339-28	2/28/2022	7,810.00	0.00	7,810.00
			100339-29	3/10/2022	8,801.25	0.00	8,801.25
Check 0000064972 Total:					16,611.25	0.00	16,611.25
0000064973	3/23/2022	COX090	Willard Cox				Check Entry Number: 001
			REFUND 3/1/2022	3/1/2022	69.76	0.00	69.76
0000064974	3/23/2022	DAI001	Daily Journal of Commerce				Check Entry Number: 001
			3376439	3/14/2022	616.40	0.00	616.40
0000064975	3/23/2022	DAV035	Jonathan Davis				Check Entry Number: 001
			REFUND 3/2/2022	3/2/2022	6.00	0.00	6.00
0000064976	3/23/2022	DEE030	Deep Green Wilderness				Check Entry Number: 001
			REFUND 3/1/2022	3/1/2022	69.82	0.00	69.82
0000064977	3/23/2022	DEE070	Deere & Company				Check Entry Number: 001
			117267428	2/17/2022	26,572.70	0.00	26,572.70
0000064978	3/23/2022	DIR070	DirecTV				Check Entry Number: 001
			075436554X220228	2/28/2022	430.75	0.00	430.75
0000064979	3/23/2022	DOW010	Brad Downey				Check Entry Number: 001
			REFUND 03/01/22	3/1/2022	70.91	0.00	70.91
0000064980	3/23/2022	EMM020	Darren Emmens				Check Entry Number: 001
			REFUND 03/1/22	3/1/2022	70.91	0.00	70.91
0000064981	3/23/2022	ERI040	Karen Erickson				Check Entry Number: 001
			2/2022 EXPENSE	2/28/2022	17.78	0.00	17.78
0000064982	3/23/2022	FER001	Ferrellgas				Check Entry Number: 001
			5006869928	2/24/2022	554.95	0.00	554.95
0000064983	3/23/2022	INS070	Insight Strategic Partners, LLC				Check Entry Number: 001
			3854	2/28/2022	3,250.00	0.00	3,250.00
0000064984	3/23/2022	JC1001	Jefferson County Auditor				Check Entry Number: 001
			3/3/2022 INVOICE	3/3/2022	17,560.58	0.00	17,560.58
0000064985	3/23/2022	KIT080	Kitsap Transit				Check Entry Number: 001
			REFUND 03/01/2022	3/1/2022	69.76	0.00	69.76
0000064986	3/23/2022	LEM040	Lemay Mobile Shredding				Check Entry Number: 001
			4737004S185	3/1/2022	14.65	0.00	14.65
0000064987	3/23/2022	MIL085	Ron Miles				Check Entry Number: 001
			REFUND 03/01/2022	3/1/2022	69.82	0.00	69.82
0000064988	3/23/2022	MON040	Jennifer Mitchell				Check Entry Number: 001
			3/22 UNIFORM EXP	3/9/2022	38.13	0.00	38.13

Run Date: 3/18/2022 11:58:26AM
A/P Date: 3/23/2022

Page: 1
User Logon: DLF

Check Register
Journal Posting Date: 3/23/2022
Register Number: CD-000912

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
0000064989	3/23/2022	OES001	OESD 114				Check Entry Number: 001
			2122001063	3/15/2022	4,029.00	0.00	4,029.00
0000064990	3/23/2022	OLY001	Olympic Equipment Rentals Inc				Check Entry Number: 001
			293806	3/9/2022	975.32	0.00	975.32
0000064991	3/23/2022	OLY002	The Home Depot Pro Institutional				Check Entry Number: 001
			669032179	2/15/2022	1,614.68	0.00	1,614.68
			669032187	2/15/2022	571.03	0.00	571.03
			669301228	2/16/2022	484.08	0.00	484.08
			669301236	2/16/2022	1,958.24	0.00	1,958.24
Check 0000064991 Total:					4,628.03	0.00	4,628.03
0000064992	3/23/2022	OLY003	Olympic Springs, Inc.				Check Entry Number: 001
			346005	2/28/2022	17.35	0.00	17.35
0000064993	3/23/2022	OLY005	Olympic Synthetic Products				Check Entry Number: 001
			337921	3/10/2022	331.27	0.00	331.27
0000064994	3/23/2022	OLY035	Olympic Peninsula Communications, LLC				Check Entry Number: 001
			23	3/9/2022	2,730.00	0.00	2,730.00
0000064995	3/23/2022	PAK060	Pamela Pakker-Kozicki				Check Entry Number: 001
			REFUND 03/01/22	3/1/2022	70.91	0.00	70.91
0000064996	3/23/2022	PAN010	Pam American Albacore LLC				Check Entry Number: 001
			REFUND 03/1/22	3/1/2022	74.18	0.00	74.18
0000064997	3/23/2022	PAP020	Pape Machinery				Check Entry Number: 001
			13370585	3/7/2022	160.07	0.00	160.07
0000064998	3/23/2022	PEN060	Peninsula Pest Control, Inc				Check Entry Number: 001
			60367	3/5/2022	272.75	0.00	272.75
0000064999	3/23/2022	PET025	Petrick Lock & Safe				Check Entry Number: 001
			20762	3/10/2022	280.71	0.00	280.71
0000065000	3/23/2022	PIN010	Pinnacle Investigations Corp				Check Entry Number: 001
			78736	3/16/2022	68.00	0.00	68.00
0000065001	3/23/2022	POR005	Port Townsend Leader				Check Entry Number: 001
			109271	3/1/2022	2,491.76	0.00	2,491.76
0000065002	3/23/2022	PUC080	Veena Puccinelli				Check Entry Number: 001
			REFUND 3/2/22	3/2/2022	770.90	0.00	770.90
0000065003	3/23/2022	PUD005	PUD #1 of Jefferson County				Check Entry Number: 001
			3/11/2022 STMTS	3/11/2022	32,797.03	0.00	32,797.03
			3/11/22 STATEMENT	3/11/2022	39.80	0.00	39.80
Check 0000065003 Total:					32,836.83	0.00	32,836.83
0000065004	3/23/2022	QUI001	Quill Corporation				Check Entry Number: 001
			23317805	2/23/2022	207.70	0.00	207.70
			23349808	2/24/2022	29.21	0.00	29.21
Check 0000065004 Total:					236.91	0.00	236.91
0000065005	3/23/2022	QUI010	Quimper Mercantile				Check Entry Number: 001
			121624	3/4/2022	222.60	0.00	222.60
0000065006	3/23/2022	SEC010	Security Services				Check Entry Number: 001
			120972	3/1/2022	190.85	0.00	190.85
0000065007	3/23/2022	SOU055	Sound Publishing, Inc				Check Entry Number: 001
			8055469	2/28/2022	1,307.05	0.00	1,307.05
0000065008	3/23/2022	SUN030	SunCruiser Publishing Inc.				Check Entry Number: 001
			INV-1244	3/1/2022	950.00	0.00	950.00
0000065009	3/23/2022	TAC001	Tacoma Screw Products, Inc				Check Entry Number: 001
			140036799-00	3/8/2022	140.78	0.00	140.78

Run Date: 3/18/2022 11:58:26AM
A/P Date: 3/23/2022

Page: 2
User Logon: DLF

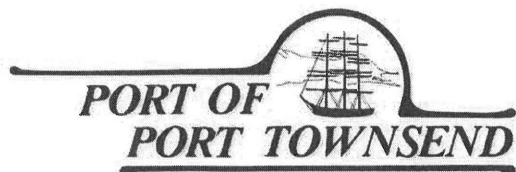
Check Register

Journal Posting Date: 3/23/2022

Register Number: CD-000912

Port of Port Townsend (PTA)

Bank Code: W - WARRANTS PAYABLE						
Check Number	Check Date	Vendor	Invoice Number	Invoice Date	Invoice Amount	Discount Applied
			140036986-00	3/10/2022	181.37	0.00
						181.37
			Check 0000065009 Total:		322.15	0.00
						322.15
0000065010	3/23/2022	TER030	Terrapin Architecture PC			Check Entry Number: 001
			22-095	3/2/2022	600.00	0.00
						600.00
0000065011	3/23/2022	ULI040	ULINE			Check Entry Number: 001
			145582426	2/25/2022	2,795.86	0.00
						2,795.86
0000065012	3/23/2022	VEN070	VenTek International			Check Entry Number: 001
			131153	3/1/2022	103.65	0.00
						103.65
0000065013	3/23/2022	VIR060	Virtower			Check Entry Number: 001
			1293	3/14/2022	500.00	0.00
						500.00
0000065014	3/23/2022	WES060	West Marine Pro			Check Entry Number: 001
			006622	3/7/2022	1,092.05	0.00
						1,092.05
			Report Total:		142,117.05	0.00
						142,117.05



PO Box 1180 • Port Townsend, WA 98368

Administration: (360) 385-0656

Operations: (360) 385-2355

Fax: (360) 385-3988

ELECTRONIC DEBIT – Kitsap Bank

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 claim is a just, due and unpaid obligation of the Port of Port Townsend, that we are authorized to authenticate and certify said claim, and that the Electronic Debit from the Port Checking Account held at Kitsap Bank is approved for payment in the amount of **\$5,210.82 is ratified.**

Signed and Authenticated on this **23rd** day of **March**, 2022.

For: Washington State, Department of Revenue
Combined Excise Tax Return – for ***February, 2022*** in the amount of
\$5,210.82.

Commissioner Pam Petranek

Commissioner Carol Hasse

Commissioner Pete W. Hanke

S. Abigail Berg, Director of Finance
and Administration

Washington State Department of Revenue

Your Return has been submitted and your confirmation number is **0-025-551-070**

Below is information from your Monthly Return for the period ending February 28, 2022

Filing Date	March 18, 2022
Account ID	161-000-044
Primary Name	BOAT HAVEN FUEL DOCK
Payment Method	ACH Debit/E-Check
Payment Effective	March 21, 2022
Total Tax	6,269.17
Total Credits	1,058.35
Total Due	5,210.82



Combined Excise Tax Return

161-000-044
BOAT HAVEN FUEL DOCK
PORT OF PORT TOWNSEND

Filing Period: February 28, 2022

Due Date: March 25, 2022

Filing Frequency: Monthly

Business & Occupation

Tax Classification	Gross Amount	Deductions	Taxable Amount	Tax Rate	Tax Due
Retailing	53,491.98	0.00	53,491.98	0.004710	251.95
Service and Other Activities (\$1 million or greater in prior year)	35,840.29	0.00	35,840.29	0.017500	627.21
Total Business & Occupation					879.16

State Sales and Use

Tax Classification	Gross Amount	Deductions	Taxable Amount	Tax Rate	Tax Due
Retail Sales	53,491.98	0.00	53,491.98	0.065000	3,476.98
Total State Sales and Use					3,476.98

Public Utility Tax

Tax Classification	Gross Amount	Deductions	Taxable Amount	Tax Rate	Tax Due
Water Distribution	1,044.72	0.00	1,044.72	0.050290	52.54
Other Public Service Business	6,575.60	0.00	6,575.60	0.019260	126.65
Total Public Utility Tax					179.19

Deductions

Tax Classification	Deduction	Amount
Business & Occupation		
Retailing	Motor Vehicle Fuel Tax	0.00
State Sales and Use		
Retail Sales	Motor Vehicle Fuel Sales	0.00

Credits

	Amount
Main Street Credit	879.16
Main Street Credit	179.19
Total Credits	1,058.35

Local City and/or County Sales Tax

Location	Taxable Amount	Tax Rate	Tax Due
1601 - PORT TOWNSEND	53,491.98	0.026000	1,390.79
Total Local City and/or County Sales Tax			1,390.79

Transient Rental Income

Location	Income
1601 - PORT TOWNSEND	17,152.35

Special Hotel/Motel

Location	Taxable Amount	Tax Rate	Tax Due
1601 - PORT TOWNSEND	17,152.35	0.020000	343.05
Total Special Hotel/Motel			343.05

Total Tax	6,269.17
Total Credits	1,058.35
Subtotal	5,210.82
Total Amount Owed	5,210.82

Prepared By: Donna Frary
E-Mail Address: donna@portoft.com
Submitted Date: 3/18/2022
Confirmation #: 0-025-551-070

Payment Type: ACH Debit/E-Check
Amount: \$5,210.82
Effective Date: 3/21/2022

MEETING DATE	March 23, 2022
AGENDA ITEM	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> 1 st Reading <input type="checkbox"/> 2 nd Reading <input type="checkbox"/> Regular Business <input type="checkbox"/> Informational
AGENDA TITLE	IV.C. Gardiner Boat Ramp Reid Middleton Contract
STAFF LEAD	Matthew Klontz, Director of Capital Projects & Port Engineer
REQUESTED	<input checked="" type="checkbox"/> Information <input checked="" type="checkbox"/> Motion/Action <input type="checkbox"/> Discussion
ATTACHMENTS	<ul style="list-style-type: none"> • Staff Memo • Reid Middleton-Gardiner Boat Launch Professional Services Agreement

DATE: 3/23/2022
TO: Commissioners Hanke, Hasse, Petranek
FROM: Matt Klontz
CC: Eron Berg, Eric Toews, Abigail Berg
SUBJECT: Gardiner Boat Ramp Reid Middleton Contract

ISSUE

Should the Port Commission authorize the Port Director to enter into a professional service agreement with Reid Middleton for preconstruction design engineering services related to the replacement of the Gardiner Boat Ramp?

BACKGROUND

Reid Middleton was selected in August of 2020 to assist the Port in the delivery of a new boat ramp at Gardner to replace the existing, deteriorated ramp. The first phase of the project included preparing a conceptual layout, cost estimate, and grant application for a new facility. In June of 2021, the Port was successful in securing grant funding through the Washington State Recreation and Conservation Office (RCO). The Port desires to proceed with the second phase of the project, preliminary design and permitting, and has negotiated a scope of work and budget with Reid Middleton to prepare the design and contract documents for bidding and construction purposes.

DISCUSSION

The Gardiner boat ramp is the only public launch ramp on Discovery Bay. By building a new ramp that includes a concrete ADA-accessible access wedge and seasonal ADA-accessible boarding float, motorized boating and other trailable vessels will have continued recreation access opportunities. The project requires in-water construction necessitating both federal and state permitting and consultation with the wildlife and marine services. It is anticipated that construction of the new ramp will be the summer of 2024.

FISCAL IMPACT

The RCO grant is providing a funding amount of \$539,877 for a participation rate of 80%. The Port's matching contribution is \$134,970 or 20% of the project funding.

ATTACHMENTS

1. Reid Middleton-Gardiner Boat Launch Professional Services Agreement

RECOMMENDATION

Motion to authorize the Port Director to execute the professional services agreement with Reid Middleton for preconstruction design services up to \$116,000.

STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

CHAPTER 39.80 RCW

This Standard Agreement for Personal Services (the “Agreement”) is made and entered into on March ___, 2022, by the Port of Port 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 Email: matt@portofpt.com
Consultant	Reid Middleton, Inc. 728 134 th Street SW, Suite 200 Everett, WA 98204-5322 UBI #: 312-002-979
Consultant Contact:	Shannon M. Kinsella, PE, PMP Director, Waterfront Engineering Telephone: 425-741-5012 (office); 206-713-4854 (mobile) Email: skinsella@reidmiddleton.com
Project:	Gardiner Boat Ramp – Professional Engineering Services

1. Scope of Work. The Consultant will promptly undertake and complete the tasks according to the schedule provided (the “Scope of Services”) in support of the Project as outlined on **Exhibit “A”**. Additional task orders may be negotiated for additional work.

2. Compensation. The Consultant shall be compensated for services provided and for expenses on the basis of the attached “Fee Schedule” attached hereto as **Exhibit “B”**. The total expenditure by the Port for this Agreement shall not exceed \$116,000.00 (ONE HUNDRED SIXTEEN THOUSAND DOLLARS AND NO CENTS.)

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 modified by written amendment) have been completed by the Consultant but in no event later than December 31, 2023.

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.

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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

REID MIDDLETON, INC.

Eron Berg, Executive Director

Shannon Kinsella, PE, PMP
Director, Airport and Waterfront Engineering

GENERAL PROVISIONS

1. Selection. The Consultant was chosen in accordance with chapter 39.80 RCW and the Port's applicable policies and procedures.

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, is 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 \$1,000,000 combined single limit for bodily injury and/or property damage per occurrence and an annual aggregate limit of \$2,000,000;

(d) Professional Liability Insurance covering Errors and Omissions of the Consultant in the amount of not less than \$2,000,000 per claim.

(e) Except with regard to the Professional Liability Insurance, 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;

(f) With regard to the 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

(g) Except with regard to the Professional Liability Insurance, 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 4.22.070.

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, 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

See attached Scope of Work incorporated here-in by reference.

March 07, 2022
File No. 242022.913.010

Mr. Matt Klontz
Port of Port Townsend
2701 Jefferson Street
Port Townsend, WA 98368

Subject: Scope of Services
Port of Port Townsend Gardiner Boat Ramp

Dear Mr. Toews:

Thank you for considering Reid Middleton to provide professional engineering services for design development for the renovation of the Gardiner Boat Ramp facility. We look forward to working with you on this project.

A. PROJECT UNDERSTANDING

The Port of Port Townsend (Port) owns and operates a variety of facilities throughout Jefferson County in Washington, including numerous boat ramps for trailerable boats. As part of the overall comprehensive planning for Port facilities, the Port has determined that renovations are needed at the Gardiner Boat Ramp on Discovery Bay near Sequim, WA. The existing Gardiner Bay boat ramp facility consists of a single-lane concrete boat ramp with no boarding floats. The existing concrete ramp has deteriorated due to age and exposure to the harsh marine environment and requires replacement. Based on county-wide stakeholder input received by the Port and as part of the Ports Comprehensive Scheme of Harbor Improvements update process, the rehabilitation of the ramp and addition of a seasonal boarding float were identified as important desired improvements for the facility.

In 2020, the Port applied for Washington State Recreation and Conservation Office (RCO) grant funding for the renovation project based on the alternatives analysis and preliminary engineering design by Reid Middleton. The RCO highly ranked the application and granted funding for the renovation project to build a new ramp that includes a concrete ADA-accessible access wedge and seasonal ADA-accessible boarding float.

Based on the preliminary design, Reid Middleton will develop the design and construction documents to renovate the Gardiner Boat Ramp facility. Widener and Associates (Widener) will provide environmental consulting services under a direct contract with the Port for environmental permitting for this project.

B. SCOPE OF SERVICES

Reid Middleton will perform the following scope of services:

1. Kickoff meeting (teleconference call) and design team meetings for the scope of work, task breakdown, and project budget and schedule
2. Site visit and background information review of the existing ramp, preliminary design data and drawings for the renovation, etc.
3. Site topographical survey, including property lines. The survey will extend to elevation -4 MLLW.
 - a. Deliverable – Survey base map in pdf and AutoCAD files
4. Utility coordination
 - a. Reid Middleton will subcontract the services of a local utility vendor to mark the approximate location of underground utilities (if any) using radio-frequency detected from the surface.
 - b. Reid Middleton will survey the underground utility marks (if any), obtain as-built records from the client or public agency, and incorporate them into the survey mapping.
5. Development of design criteria – float (environmental, live, berthing, and snow loads and freeboard), boat ramp (slope, loads, drainage, protection), piles (loads, corrosion protection)
6. Design development (60% and 90%) for replacement of boat ramp, installation of the new seasonal float, float guide piles, and ADA-accessible concrete wedge structure.

Opinion of probable construction cost

- a. Deliverable – Design drawings, specifications (technical sections only), and opinion of probable construction cost estimate in pdf file format
7. Geotechnical engineering services – Reid Middleton's sub-consultant Aspect Consulting will be responsible for field investigation, laboratory testing, and Geotechnical engineering analysis to install the float guide piles.
 - b. Deliverable – Draft and final Geotechnical engineering reports

8. Permit support services – Reid Middleton will develop the 8.5x11 size environmental permit drawings for the JARPA permit application and support Widener and Associates, providing technical input data and project description for the permit applications.
9. Building permit – Prepare and provide drawings to the Port for submittal to Jefferson County for the building permit application. This scope includes one revision of the documents to address County comments. Additional revisions can be done as additional services. Coordination with Jefferson County and tracking the building permit application are not included in this scope.
10. QA/QC and design review meetings: Reid Middleton will respond to the client's review comments at each submittal. Key personnel of Reid Middleton will attend the design review meeting (teleconference call) after each submittal review.
11. Final design (100%): Reid Middleton will prepare and submit construction documents, including stamped final design drawings and specifications (technical sections only), calculations, and opinion of probable construction costs in PDF file format.
 - a. Deliverable – Design drawings, specifications (technical sections only), calculations, and opinion of probable construction cost estimate in pdf file format
12. Bid phase services – Bidding services will include the following items:
 - a. Attendance at one pre-bid meeting on-site by the project engineer.
 - b. Answering technical questions during the bid period.
 - c. Prepare addenda if required. This scope is based on one addendum.
 - d. Bid evaluation and recommendation.

Port shall be responsible for issuing and distributing the bid documents and conducting the pre-bid meeting and bid opening.
13. Construction phase services are not included but can be provided upon Port request.
14. Exclusions
 - a. Bathymetric survey

- b. Eelgrass and other habitat surveys, cultural resource surveys, and other environmental documentation
- c. In-water soil exploration
- d. Coordination with the Jefferson County and tracking for building permit
- e. Construction phase engineering support services. These can be provided as additional services.

C. PERIOD OF PERFORMANCE

Reid Middleton will begin services upon receipt of a signed agreement and will make every reasonable effort to complete the services in a timely manner considering the needs of the project.

D. CLIENT’S RESPONSIBILITIES

The Port shall provide available pertinent data, documents, and other information to Reid Middleton as necessary to complete the services outlined in Section B above.

E. COMPENSATION

1. For services described in Section B, Items 1-12, Reid Middleton shall be paid on a “time-plus-expenses” basis using the rates indicated in the attached Exhibit “A,” Schedule of Charges Effective July 1, 2021. We estimate the fee for this portion of the services to be \$116,000.
2. For services described in Section B, Items 13 and 14, Reid Middleton shall be paid on a “time-plus-expense” basis in accordance with provisions of the attached Exhibit “A,” Schedule of Charges Effective July 1, 2021, or on the basis of such other mutually satisfactory arrangements as may be negotiated.

F. REID MIDDLETON STAFF

Blaine McRae will be the project manager primarily responsible for this job. However, other individuals at Reid Middleton will work on aspects of your project as required.

We appreciate the opportunity to submit this proposed scope of services. If you have any questions or comments, please call Blaine McRae or me.

Sincerely,
Reid Middleton, Inc.

A handwritten signature in black ink, appearing to read 'Willy Ahn', with a stylized flourish at the end.

Willy Ahn, Ph.D., P.E.
Director, Waterfront Group
Attachments

kel\H:\24Wf\2020\913\Port Townsend Boat Ramps\PPT Boat Ramp Grant and Prelim Design Scope.docx/wwa

EXHIBIT "B"
FEE SCHEDULE

See attached Budget incorporated here-in by reference.

Estimate of Professional Services

728 134th Street SW, Suite 200
 Everett, WA 98204
 (425) 741-3800
 (425) 741-3900 FAX

PROJECT: PPT Gardiner Boat Ramp Replacement
 CLIENT: Port of Port Townsend
 PROJ. NO: 24-22-913-010
 FILE: \\reidmiddleton.com\host\Doc\24W\2022\913\010 Gardiner Boat Ramp Renovation\Contract\Base Contract\RM Fee Est & Scope\20220307 PPT Gardiner Boat R

BY: WWA
 DATE: 3/7/2022

CHKD BY: kel 3/7/22

		Principal	Project Engineer	Designer II	Design Technician	Principal Surveyor	Survey Crew (2 Person/RTK/Robotic/Scanning)	Survey Technician	Technical Writer II	Project Administrator	Total Labor hours	Total Labor Earnings	Computer		Mileage	Travel & Misc	Subs	Total Reimb	Labor & Reimb
Hourly Rate:		\$260	\$158	\$143	\$143	\$230	\$195	\$127	\$138	\$122			hrs	\$12	\$	cost	cost	15%	
Task No.	Description	WA	JS	BM	DO	RM		IW	EW	KL					\$	\$			
001	Site Visit, Kickoff & Team Meetings, Info. Review																		
	Site visit & site meeting		7								7	1,106		0	65	27		96	1,202
	Kickoff meeting & design team meeting	2	2	2							6	1,122		0				0	1,122
	Background information review	1	2	2							5	862		0				0	862
	PM/PC & project setup	1		2						2	5	790		0				0	790
	Subtotal Task 001	4	11	6	0	0	0	0	0	2	23	3,880	0	0	65	27	0	96	3,976
002	Survey																		
	Admin, management, & QC					12					12	2,760		0				0	2,760
	Research, mapping, calculations, & contouring					10		36			46	6,872		0				0	6,872
	Topographic survey field work						40				40	7,800		0	257	180		464	8,264
	Utility locate										0	0		0			1,000	1,150	1,150
	PM/PC			1						1	2	265		0				0	265
	Subtotal Task 002	0	0	1	0	22	40	36	0	1	100	17,697	0	0	257	180	1,000	1,614	19,311
003	Design Development - 60%																		
00301	Development of design criteria incl wave analysis	6	8								14	2,824		0				0	2,824
00302	Basis of design		6	2							8	1,234		0				0	1,234
00303	Design - float and guide piles		24	8	22						54	8,082	22	264				264	8,346
00304	Design - boat launch ramp		8	12	16						36	5,268	16	192				192	5,460
00305	Design - boat launch slope & soil support & edge protection		4	8	8						20	2,920	8	96				96	3,016
00306	Design - concrete approach wedge for floats		8	8	10						26	3,838	10	120				120	3,958
00307	Specifications		8	20					6		34	4,952		0				0	4,952
00308	Opinion of probable construction cost			10							10	1,430		0				0	1,430
00309	Respond to client's review comments & review meeting	1	2	4							7	1,148		0				0	1,148
00310	PM/PC & QA/QC	5		2						2	9	1,830		0				0	1,830
	Subtotal Task 003	12	68	74	56	0	0	0	6	2	218	33,526	56	672	0	0	0	672	34,198
004	Geotechnical Engineering																		0
00401	Geotechnical field investigations										0	0		0			9,000	10,350	10,350
00402	Geotechnical engineering analyses & reporting										0	0		0			10,000	11,500	11,500
00403	Permit support services for soil boring and pile driving										0	0		0			1,000	1,150	1,150
	Subtotal Task 004	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	20,000	23,000	23,000
005	Permit Support Services (In-Water Work)																		
00501	Develop JARPA permit drawings (8.5"x11")			8	12						20	2,860	12	144				144	3,004
00502	Technical support for permit application		2	8							10	1,460		0				0	1,460
00503	PM/PC & QA/QC			2							2	286		0				0	286
	Subtotal Task 005	0	2	18	12	0	0	0	0	0	32	4,606	12	144	0	0	0	144	4,750
006	Design Development - 90%										0	0		0					
00601	Basis of design		2	2							4	602		0				0	602
00602	Design - float and guide piles		14	6	12						32	4,786	12	144				144	4,930
00603	Design - boat launch ramp		6	8	8						22	3,236	8	96				96	3,332
00604	Design - boat launch slope & soil support & edge protection		3	5	6						14	2,047	6	72				72	2,119
00605	Design - concrete approach wedge for floats		8	4	7						19	2,837	7	84				84	2,921
00606	Specifications		4	8					4		16	2,328		0				0	2,328

Estimate of Professional Services

728 134th Street SW, Suite 200
 Everett, WA 98204
 (425) 741-3800
 (425) 741-3900 FAX

PROJECT: PPT Gardiner Boat Ramp Replacement
 CLIENT: Port of Port Townsend
 PROJ. NO: 24-22-913-010
 FILE: \\reidmiddleton.com\host\Doc\24W\2022\913\010 Gardiner Boat Ramp Renovation\Contract\RM Fee Est & Scope\20220307 PPT Gardiner Boat R

BY: WWA
 DATE: 3/7/2022

CHKD BY: kel 3/7/22

		Principal	Project Engineer	Designer II	Design Technician	Principal Surveyor	Survey Crew (2 Person/RTK/Robotic/Scanning)	Survey Technician	Technical Writer II	Project Administrator	Total Labor hours	Total Labor Earnings	Computer		Mileage	Travel & Misc	Subs	Total Reimb	Labor & Reimb	
Hourly Rate:		\$260	\$158	\$143	\$143	\$230	\$195	\$127	\$138	\$122			hrs	\$12	\$	cost	cost	15%		
Task No.	Description	WA	JS	BM	DO	RM		IW	EW	KL				\$	\$					
00607	Opinion of probable construction cost			4							4	572		0				0	572	
00608	Respond to client's review comments & review meeting	1	2	3							6	1,005		0				0	1,005	
00609	PM/PC & QA/QC	4		1						2	7	1,427		0				0	1,427	
	Subtotal Task 006	5	39	41	33	0	0	0	4	2	124	18,840	33	396	0	0	0	396	19,236	
007	Final Design																		0	
00701	Basis of design		1								1	158		0				0	158	
00702	Design - float and guide piles		4		2						6	918	2	24				24	942	
00703	Design - boat launch ramp		2	2	2						6	888	2	24				24	912	
00704	Design - boat launch slope & soil support & edge protection		2	2	2						6	888	2	24				24	912	
00705	Design - concrete approach wedge for floats		2	2	1						5	745	1	12				12	757	
00706	Specifications		1	2					1		4	582		0				0	582	
00707	Opinion of probable construction cost			2							2	286		0				0	286	
00708	Building permit - address County comments		2	4	2						8	1,174	2	24				24	1,198	
00709	PM/PC & QA/QC	4								1	5	1,162		0				0	1,162	
	Subtotal Task 007	4	14	14	9	0	0	0	1	1	43	6,801	9	108	0	0	0	108	6,909	
008	Bid Phase Services																			
00801	Pre-bid meeting on-site		8								8	1,264		0	65	27		96	1,360	
00802	Answering contractor's questions		3	4							7	1,046		0				0	1,046	
00803	Preparation - addendum		1	4	3				2		10	1,435	3	36				36	1,471	
00804	Support bid evaluation and recommendation		1	2							3	444		0				0	444	
00805	PM/PC			1						1	2	265		0				0	265	
	Subtotal Task 008	0	13	11	3	0	0	0	2	1	30	4,454	3	36	65	27	0	132	4,586	
	TOTAL HOURS	25	147	165	113	22	40	36	13	9	570	89,804	113	1,356	387	234	21,000	26,162	115,966	
	SubTotal Cost	6,500	23,226	23,595	16,159	5,060	7,800	4,572	1,794	1,098		89,804								
Percent of Total Hours		4%	26%	29%	20%	4%	7%	6%	2%	2%										
Assumptions		Project Duration 20 Wks Avg Wkly \$5,800																		
Hours and rates shown are for estimating purposes only. The actual number of hours charged to the project and personnel used may vary. Hours worked will be billed using the rates, personnel categories, and terms identified in Exhibit A.																				
																		Inflation Factor		4%
																		% of Work after July 1		0%
																		Inflation Adj. on Labor and Exp.		0
																		Contingency/Rounding		34
																		TOTAL		116,000

Reid Middleton, Inc.
Exhibit "A" Schedule of Charges
Effective July 1, 2021 through June 30, 2022

I. Personnel	Hourly Rate
Principal	\$ 230.00 - \$ 265.00
Associate Principal/Principal Engineer/Principal Planner/Principal Surveyor	\$ 205.00 - \$ 255.00
Associate	\$ 195.00 - \$ 205.00
Senior Engineer/Senior Planner/Senior Surveyor	\$ 175.00 - \$ 195.00
Project Engineer/Project Designer/Project Surveyor/Project Planner	\$ 155.00 - \$ 175.00
Design Engineer/Designer II/Design Technician/Survey Crew Chief/ Technical Writer II/ Graphic Designer II	\$ 120.00 - \$ 155.00
Designer I/Planner/CAD Technician II	\$ 110.00 - \$ 135.00
Project Administrator	\$ 105.00 - \$ 125.00
CAD Technician I/Survey Technician/Technician/Technical Writer I	\$ 95.00 - \$ 120.00
 Survey Crew (1 Person/RTK/Robotic/Scanning)	 \$ 143.00
Survey Crew (2 Person/RTK/Robotic/Scanning)	\$ 195.00
Survey Crew (3 Person/ RTK/Robotic/Scanning)	\$ 245.00

Expert Witness/Forensic Engineering 1.5 times usual hourly rate (4 hour minimum)

Individuals not in the regular employ of Reid Middleton may occasionally be engaged to meet specific project requirements. Charges for such personnel will be comparable to charges for regular Reid Middleton personnel.

A premium may be charged if project requirements make overtime work necessary.

II. Equipment	Rate
Design Software/Computer Aided Drafting	\$ 12.00/hour

III. Reimbursable Expenses	
Local Mileage - Automobile	\$ 0.585/mile
Local Mileage - Survey Truck	\$ 0.585/mile

Expenses that are directly attributable to the project are invoiced at cost plus 15%. These expenses include, but are not limited to, subconsultant or subcontractor services, travel and subsistence, communications, couriers, postage, fees and permits, document reproduction, special instrumentation and field equipment rental, premiums for additional insurance where required, special supplies, and other costs directly applicable to the project.

A new schedule of charges is issued and becomes effective July 1 each year. Charges for all work, including continuing projects initiated in prior years, will be based on the latest schedule of charges.

IV. Client Advances

Unless the parties agree otherwise in writing, charges for the following items shall be paid by the client directly, shall not be the responsibility of Reid Middleton, and shall be in addition to any fee stipulated in the agreement: government fees, including permit and review fees; soils testing fees and costs; charges for aerial photography; and charges for monuments. If Reid Middleton determines, in its discretion, to advance any of these costs in the interest of the project, the amount of the advance, plus a fifteen percent administrative fee, shall be paid by the client upon presentation of an invoice therefore.

MEETING DATE	March 23, 2022
AGENDA ITEM	<input type="checkbox"/> Consent <input type="checkbox"/> 1 st Reading <input type="checkbox"/> 2 nd Reading <input checked="" type="checkbox"/> Regular Business <input type="checkbox"/> Informational
AGENDA TITLE	VII. A. 2022 Legislative Report, Insight Strategic Partners
STAFF LEAD	Eron Berg, Executive Director
REQUESTED	<input checked="" type="checkbox"/> Information <input type="checkbox"/> Motion/Action <input checked="" type="checkbox"/> Discussion
ATTACHMENTS	No Materials

MEETING DATE	March 23, 2022
AGENDA ITEM	<input type="checkbox"/> Consent <input type="checkbox"/> 1 st Reading <input type="checkbox"/> 2 nd Reading <input checked="" type="checkbox"/> Regular Business <input type="checkbox"/> Informational
AGENDA TITLE	VII. B. February Year-to-Date Financials
STAFF LEAD	Eron Berg, Executive Director
REQUESTED	<input checked="" type="checkbox"/> Information <input type="checkbox"/> Motion/Action <input checked="" type="checkbox"/> Discussion
ATTACHMENTS	<ul style="list-style-type: none"> • Staff Memo • February 2022 YTD Financial Report

DATE: 3/16/2022
TO: Commission
FROM: Abigail Berg, Director of Finance & Administration
SUBJECT: February 2022 Financial Report

Attached is the February 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 Project Expenses

Point Hudson Jetties	\$ 21,855
D-Dock Renovation	0
BH Breakwater Repair	447
PH Pavilion Bldg. Remodel	14,539
FEMA Grant – Yard Stormwater Materials Replacement	0
FEMA Grant – City Dock	0
FEMA Grant – JCIA Asbestos Roof	0
Reconstruct Old Coast Guard Building	23,374
AWOS Sensor Replacement	26,884
DNR – Vessel Destruction	9,929
Total Capital Expenses YTD	<u>\$ 97,028</u>

2022 Capital Purchase

Kendrick Equipment, Inc. (final payment on 75-Ton lift)	\$ 403,544
Northsound Auto Group, LLC (3 RAM pick-up trucks)	86,704
Land Acquisition – West Yard Expansion	369
Total Capital Purchases YTD	<u>\$ 490,617</u>

<u>Ending Cash Balances as of February 31</u>	<u>2022</u>	<u>2021</u>
Reserved Cash & Investments – Other*	\$2,649,994	\$ 1,726,134
Reserved Cash & Investments – IDD	2,228,749	\$ 749,667
Unreserved Cash & Investments	<u>1,491,390</u>	<u>\$ 1,986,396</u>
Total Cash & Investments	<u>6,370,133</u>	<u>\$ 4,462,197</u>

<u>*Other Reserves detail:</u>	<u>Current balance</u>	<u>Target balance</u>
Unemployment Reserve	\$ 10,000	na
Operating Reserve (a)	898,805	\$ 1,470,609
Boat Haven Renovation Reserve (b)	447,878	na
Emergency Reserve	500,000	na
Port-Wide Capital Reserve (c)	<u>793,311</u>	na
Total Other Reserves	\$ 2,649,994	

(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 it is 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	<u>\$ 1,025,338</u>

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 Feb. 2021	YTD Feb. 2022	Variance to prior year	notes	YTD Budget 2022	Variance to Budget YTD
OPERATING REVENUES						
Boat Haven Moorage	287,393	301,590	14,198		304,381	(2,791)
Yard Operations	357,327	373,849	16,522		351,550	22,299
Boat Haven Properties	129,819	140,847	11,028		140,681	166
Pt. Hudson Marina, RV & Prop	200,150	214,426	14,276		201,469	12,957
Quilcene	24,476	19,437	(5,039)		21,830	(2,393)
Ramps	4,405	3,175	(1,230)		6,459	(3,284)
JCIA	26,212	29,125	2,913		26,629	2,496
(Incr.)/Decr. In Accounts Receivable	129,558	215,038	85,480		-	215,038
Total Operating Revenues	1,066,057	1,297,488	138,148	a	1,052,999	244,489
OPERATING EXPENDITURES						
Salaries & Wages	369,777	421,993	52,217		418,521	3,472
Payroll Taxes	36,644	43,031	6,386		43,520	(489)
Employee Benefits	137,165	128,325	(8,840)		145,002	(16,677)
Uniform Expense	1,159	1,797	638		1,965	(168)
Contract Services	43,384	40,032	(3,352)		47,132	(7,100)
Legal & Auditing	24,020	7,816	(16,205)		16,249	(8,434)
Insurance	-	1,545	1,545		-	1,545
Facilities & Operations	104,779	116,482	11,703		78,912	37,570
Utilities	61,567	66,229	4,662		102,557	(36,328)
Marketing	4,883	11,198	6,315		5,746	5,452
Economic Development	-	7,500	7,500		7,500	-
Travel & Training	375	3,547	3,172		2,021	1,526
Community Relations	3,847	-	(3,847)		-	-
Total Operating Expenditures	787,601	849,495	61,894	b	869,125	(19,630)
Net Operating Income (Expense)	278,456	447,993	169,536		183,874	264,119
Other Increases in Fund Resources						
Deposits & Retainage Collected	6,772	15,680	8,908		6,059	9,621
Taxes Collected	106,747	114,523	7,777		105,604	8,919
Interest	17,005	870	(16,134)		16,422	(15,552)
Property & other taxes	165,782	273,402	107,620		247,371	26,031
Misc Other Incr. in Fund Resources	-	5,860	5,860		3,260	2,600
Total Other Incr. in Fund Resources	296,305	410,335	114,030	c	378,716	31,619
Other Decr. In Fund Resources						
Deposits & Retainage Paid	2,708	177	(2,531)		-	177
Taxes Remitted	133,886	151,060	17,174		146,679	4,381
Debt Principal & Interest	251,565	-	(251,565)		-	-
Debt Mgmt, Issuance & Misc Exp	26	43	17		80	(37)
Election Expense	-	-	-		2,000	(2,000)
Total Other Decr. In Fund Resources	388,186	151,281	(236,905)	d	148,759	2,522
Net Incr./(Decr.) in Fund Resources	(91,882)	259,054	350,935		229,957	29,097
Net Income (Expense)	186,575	707,047	520,472	e	413,831	293,216

Port of Port Townsend
Notes to 2022 Summary of Fund Resources & Uses report
As of February 28, 2022

- (a) Overall, Operating Revenues increased by 13%, or \$138,148, when compared to 2021. When compared to budget, Operating Revenues are up by 23%, or \$244,489. In both instances, some of this increase is related to the paydown of accounts receivable balances.
- (b) Overall, Operating Expenses increased by 8%, or \$61,894 when compared to 2021. Measuring performance against budget, Operating Expenses for January are less than budget by 2%, or (\$19,630).
- (c) Total Other Increases in Fund Resources increased by 39%, or \$114,030 when compared to 2021. This is due to increased Point Hudson Moorage & RV deposits, Leasehold Tax Collected, and the variability of property related tax revenue collections, primarily the IDD levy. This percentage change is much less at 8%, or \$31,619, when compared to budget.
- (d) Other Decreases in Fund Resources are less when compared to 2021 by 61%, or \$236,905. This is directly related to the final pay-off of the 2020 Line of Credit (LOC) in January 2021 in the amount of \$251,565. When compared to budget, February's expenditures are more by 2%, or \$2,522.
- (e) Overall, the difference in Net Income (Expense) when comparing 2021 and 2022 that amounts to about \$520,000, is mostly due to the pay-off of the 2020 Line of Credit in January 2021 for \$251,565, the increase in operating revenues of \$138,148, and the increase in other fund resources of \$114,030. When those items are removed from the two years, the variance between 2021 and 2022 is reduced to \$16,729. The variance of this line item to budget is \$293,216, higher than budgeted.

MEETING DATE	March 23, 2022
AGENDA ITEM	<input type="checkbox"/> Consent <input type="checkbox"/> 1 st Reading <input type="checkbox"/> 2 nd Reading <input type="checkbox"/> Regular Business <input checked="" type="checkbox"/> Informational
AGENDA TITLE	Informational Items
STAFF LEAD	Eron Berg, Executive Director
REQUESTED	<input checked="" type="checkbox"/> Information <input type="checkbox"/> Motion/Action <input type="checkbox"/> Discussion
ATTACHMENTS	<ul style="list-style-type: none"> February 2022 Detailed Financials

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

	YTD Feb. 2021	YTD Feb. 2022	Variance to prior year	notes	YTD Budget 2022	Variance to Budget YTD
OPERATING REVENUES						
PTBH - Permanent Moorage	200,490	219,926	19,436		214,172	5,754
PTBH - Liveaboard Fee	3,481	3,000	(481)		3,644	(644)
PTBH - Liveaboard Background Check	60	-	(60)		-	-
PTBH - Work Float/Lift Pier Usage	-	798	798		860	(62)
PTBH - Monthly Guest	34,818	37,069	2,251		43,782	(6,713)
PTBH - Nightly Guest	21,350	19,906	(1,444)		14,793	5,113
PTBH - Electric	21,835	18,118	(3,716)		22,307	(4,189)
PTBH - Miscellaneous Revenue	3,200	643	(2,557)		2,950	(2,307)
PTBH - Showers	1,055	1,112	57		968	144
PTBH - Restroom Key Fobs	45	50	5		81	(31)
PTBH - Laundry	740	823	83		780	43
PTBH - Promotional Sales	44	-	(44)		44	(44)
PTBH - Port Labor	275	145	(130)		-	145
Boat Haven Moorage	287,393	301,590	14,198		304,381	(2,791)
Yard - 70/75 Ton Hoist Revenue	36,275	32,318	(3,957)		35,722	(3,404)
Yard - 70/75 Ton Yard Revenue	120,220	144,241	24,020		115,763	28,478
Yard - 70/75 Ton Yard Enviro Fee	12,631	10,480	(2,151)		9,648	832
Yard - 70/75 Ton Yard Electric	6,750	7,723	973		7,292	431
Yard - 70/75 Ton Yard Port Labor	69	290	221		100	190
Yard - 300 Ton Hoist Revenue	45,389	30,817	(14,572)		44,371	(13,554)
Yard - 300 Ton Yard Revenue	91,216	94,868	3,652		90,669	4,199
Yard - 300 Ton Yard Enviro Fee	1,801	3,344	1,543		1,800	1,544
Yard - 300 Ton Yard Electric	8,569	10,441	1,873		10,218	223
Yard - 300 Ton Yard Port Labor	311	978	668		513	465
Yard - L/T Storage	11,633	17,327	5,694		13,500	3,827
Yard - Blocking Rent	8,895	8,673	(222)		9,837	(1,164)
Yard - Off Port Property Tarp Fee	704	-	(704)		250	(250)
Yard - Washdown Revenue	11,087	10,045	(1,043)		9,400	645
Yard - Bilge Water Revenue	89	1,905	1,816		1,601	304
Yard - Liveaboard Fee	789	400	(389)		600	(200)
Yard - Enviro Violations & Clean up	900	-	(900)		166	(166)
Yard - Miscellaneous Revenue	-	-	-		100	(100)
Yard Operations	357,327	373,849	16,522		351,550	22,299
PTBH Prop - Lease Revenue	119,431	130,014	10,583		129,537	477
PTBH Prop - Fuel Dock Lease	1,893	2,465	572		2,085	380
PTBH Prop - Garbage	4,377	603	(3,774)		4,577	(3,974)
PTBH Prop - Water	-	4,045	4,045		-	4,045
PTBH Prop - Stormwater	1,608	1,618	11		1,830	(212)
PTBH Prop - Electric	802	113	(688)		744	(631)
PTBH Prop - Storage Unit Revenue	1,709	1,988	279		1,908	80
Boat Haven Properties	129,819	140,847	11,028		140,681	166
Pt Hudson - Permanent Moorage	25,814	25,659	(155)		23,000	2,659
Pt Hudson - Monthly Guest	33,910	38,987	5,077		33,374	5,613
Pt Hudson - Nightly Guest	6,759	3,679	(3,080)		3,159	520
City Pier & Union Wharf Usage	172	-	(172)		-	-

The accompanying notes and info. memo are an integral part of this statement.

Summary of Fund Resources Uses, February 2022

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

	YTD Feb. 2021	YTD Feb. 2022	Variance to prior year	notes	YTD Budget 2022	Variance to Budget YTD
Pt Hudson - Monthly R.V.	23,295	26,673	3,378		22,950	3,723
Pt Hudson - Nightly R.V.	22,565	24,323	1,758		25,550	(1,227)
Pt Hudson - Kayak Racks	2,496	3,368	872		2,418	950
Pt Hudson - Electric	6,703	6,102	(601)		6,483	(381)
Pt Hudson - Reservation Fee	1,505	3,245	1,740		2,428	817
Pt Hudson - Liveaboard Fee	2,752	2,781	29		2,712	69
Pt Hudson - Liveaboard Backgrnd Ck	60	540	480		-	540
Pt Hudson - Showers	729	558	(171)		504	54
Pt Hudson - Laundry	1,230	1,186	(45)		1,231	(46)
Pt Hudson - Miscellaneous	-	270	270		-	270
Pt Hudson - Promotional Sales	-	16	16		-	16
Pt Hudson - Building Leases	68,761	69,336	575		71,470	(2,134)
Pt Hudson - Property Utilities	3,260	7,704	4,445		6,190	1,514
Pt Hudson - Parking	140	-	(140)		-	-
Pt. Hudson Marina, RV & Prop	200,150	214,426	14,276		201,469	12,957
Quilcene - Permanent Moorage	9,396	4,365	(5,030)		6,898	(2,533)
Quilcene - Liveaboard Fee	648	-	(648)		-	-
Quilcene - Nightly Moorage	-	(26)	(26)		-	(26)
Quilcene - Showers	461	340	(121)		393	(53)
Quilcene - Electric	1,096	562	(534)		492	70
Quilcene - Kayak Rack Storage	-	55	55		-	55
Quilcene - Reservations	-	-	-		33	(33)
Quilcene - Recreational Ramp Fees	268	55	(213)		308	(253)
Quilcene - Miscellaneous Revenue	112	431	319		-	431
Quilcene - Lease Revenue	10,915	11,668	753		11,568	100
Quilcene - Water	1,582	1,987	405		2,138	(151)
Quilcene	24,476	19,437	(5,039)		21,830	(2,393)
Ramp Fees	4,405	2,575	(1,830)		6,329	(3,754)
PTBH Ramp - Commercial Use Fees	-	600	600		-	600
PTBH Ramp - Dinghy Float Revenue	-	-	-		130	(130)
Ramps	4,405	3,175	(1,230)		6,459	(3,284)
JCIA - Lease Revenue	19,580	21,486	1,907		20,488	998
JCIA - Hangar Revenue	5,628	7,000	1,372		5,578	1,422
JCIA - Vehicle Parking Revenue	-	-	-		25	(25)
JCIA - Aircraft Parking	118	124	6		110	14
JCIA - Fuel Lease Revenue	185	149	(36)		167	(18)
JCIA - Electric	301	365	64		261	104
JCIA - Miscellaneous Revenue	400	-	(400)		-	-
JCIA	26,212	29,125	2,913		26,629	2,496
(Incr.)/Decr. In Accounts Receivable	129,558	215,038	85,480		-	215,038
Total Operating Revenues	1,066,057	1,297,488	138,148	a	1,052,999	244,489
OPERATING EXPENDITURES						
Salaries & Wages	369,777	421,993	52,217		418,521	3,472
Payroll Taxes	36,644	43,031	6,386		43,520	(489)
Employee Benefits	137,165	128,325	(8,840)		145,002	(16,677)
Uniform Expense	1,159	1,797	638		1,965	(168)

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Summary of Fund Resources Uses, February 2022

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

	YTD Feb. 2021	YTD Feb. 2022	Variance to prior year	notes	YTD Budget 2022	Variance to Budget YTD
Contract Services	43,384	40,032	(3,352)		47,132	(7,100)
Legal & Auditing	24,020	7,816	(16,205)		16,249	(8,434)
Insurance	-	1,545	1,545		-	1,545
Office/Computer Supplies	6,164	5,524	(640)		2,854	2,670
Operating Supplies	8,840	24,639	15,800		9,227	15,412
Enviro Materials/Supplies	32,765	5,323	(27,443)		6,000	(678)
Tarp Pool Expense	-	7,305	7,305		-	7,305
Empl Recog/Relations	1,040	2,026	986		50	1,976
Postage	146	35	(111)		100	(65)
Janitorial Supplies	1,705	1,736	32		2,405	(669)
Fuel & Lubricants	2,807	3,398	591		4,575	(1,177)
Permits & Licenses	-	503	503		-	503
Equipment Rental	147	2,334	2,187		4,890	(2,556)
Claims & Damages	-	536	536		-	536
Membership & Dues	13,367	13,245	(122)		13,367	(122)
Bank Charges	14,343	18,845	4,502		19,529	(684)
Excise Tax	2,470	1,152	(1,318)		1,902	(750)
Miscellaneous Expense	915	884	(32)		383	501
Repair & Maintenance Supplies	20,071	28,998	8,927		13,630	15,368
Facilities & Operations	104,779	116,482	11,703		78,912	37,570
Utilities	61,567	66,229	4,662		102,557	(36,328)
Advertising (Legal 2018)	553	3,067	2,515		720	2,347
Marketing	3,630	7,534	3,904		4,926	2,608
Promotion	700	597	(103)		100	497
Marketing	4,883	11,198	6,315		5,746	5,452
Economic Development	-	7,500	7,500		7,500	-
Travel & Training	375	3,547	3,172		2,021	1,526
Community Relations	3,847	-	(3,847)		-	-
Total Operating Expenditures	787,601	849,495	61,894	b	869,125	(19,630)
Net Operating Income (Expense)	278,456	447,993	169,536		183,874	264,119
Other Increases in Fund Resources						
PTBH Prop Lease Deposits Collected	1,620	1,119	(500)		1,325	(206)
PH Prop Lease Deposits Collected	3,042	673	(2,369)		1,334	(661)
JCIA Prop Lease Deposits Collected	271	2,309	2,038		-	2,309
PH Marina/RV Deposits Collected	1,840	11,578	9,739		3,400	8,178
Deposits & Retainage Collected	6,772	15,680	8,908		6,059	9,621
Sales Tax Collected	9,144	8,013	(1,131)		8,882	(869)
Leasehold Tax Collected	97,139	106,025	8,886		96,322	9,703
Hotel/Motel Tax Collected	463	486	22		400	86
Taxes Collected	106,747	114,523	7,777		105,604	8,919
Capital Contributions/Grants	-	-	-		-	-
Debt Proceeds - Line of Credit	-	-	-		-	-
ARRA Bond Interest Subsidy	16,476	-	(16,476)		16,000	(16,000)
Investment Interest	529	870	341		422	448
Interest	17,005	870	(16,134)		16,422	(15,552)

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Summary of Fund Resources Uses, February 2022

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

	YTD Feb. 2021	YTD Feb. 2022	Variance to prior year	notes	YTD Budget 2022	Variance to Budget YTD
Operating Tax Levy	60,829	65,636	4,807		36,802	28,834
IDD Tax Levy	98,271	190,761	92,490		202,954	(12,193)
State Forest Revenues	18	4,275	4,258		1,000	3,275
State Timber Excise Tax	4,341	9,897	5,556		5,000	4,897
Leasehold Excise Tax	2,323	2,833	510		1,615	1,218
Property & other taxes	165,782	273,402	107,620		247,371	26,031
Finance Charges	-	2,651	2,651		3,110	(459)
Other Non-Operating Revenues	-	3,208	3,208		150	3,058
Misc Other Incr. in Fund Resources	-	5,860	5,860		3,260	2,600
Total Other Incr. in Fund Resources	296,305	410,335	114,030	c	378,716	31,619
Other Decr. In Fund Resources						
Yard Deposits Refunded	142	-	(142)		-	-
PTBH Prop Lease Deposits Returned	-	177	177		-	177
PH Prop Lease Deposits Returned	2,566	-	(2,566)		-	-
Deposits & Retainage Paid	2,708	177	(2,531)		-	177
Sales Tax Remitted	5,203	3,330	(1,873)		6,042	(2,712)
Leasehold Tax Remitted	128,441	147,585	19,144		140,387	7,198
Hotel/Motel Tax Remitted	242	145	(97)		250	(105)
Taxes Remitted	133,886	151,060	17,174		146,679	4,381
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	26	43	17		80	(37)
Debt Mgmt, Issuance & Misc Exp	26	43	17		80	(37)
Election Expense	-	-	-		2,000	(2,000)
Total Other Decr. In Fund Resources	388,186	151,281	(236,905)	d	148,759	2,522
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Port of Port Townsend
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As of February 28, 2022

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PORT OF PORT TOWNSEND

INFORMATIONAL MEMO

DATE: March 18, 2022

TO: Commissioners

FROM: Sue Nelson, Lease & Contracts Administrator

CC: Eron Berg, Executive Director

SUBJECT: **March 23, 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

Name	Dates	Description	Amount Not to Exceed:
Olympic Educational Services District	9/1/2022-8/1/2023	Network support services	\$43,112.00
Jefferson County Moderate Risk Waste Facility (MRW)	3/9/2022-12/31/2024	ILA to continue MRW services on Boat Haven property	\$49,107.00 paid by 12/31/2024