



1st Monthly Meeting Agenda
Wednesday, April 13, 2022, 1:00 p.m.

Port Townsend Yacht Club, 2503 Washington Street, & via Zoom

<https://zoom.us/> – or call (253) 215-8782 – and 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	<u>Page #</u>
	A. Approval of Regular Business Meeting Minutes from March 23, 2022	1-5
	B. Approval & Ratification of Warrants	6-24
	C. Reid Middleton Contract - Boatyard West Expansion	25-40
	D. Resolution 768-22 Adopting County Redistricting after 2020 Census	41-44
V.	Special Presentation: Recognition of 20 years at the Port for Jean Jameson, and 15 years at the Port for Shannon Meehan	45
VI.	Second Reading ~ none	
VII.	First Reading ~ none	
VIII.	Regular Business	
	A. Point Hudson Jetty Update	46-48
	B. IDD Levy Financial Report, Quarter 1, 2022	49-51
IX.	Staff Comments	
X.	Commissioner Comments	
XI.	Next Regular Business Meeting: Wednesday, April 27, 2022; 5:30 p.m., at PTYC & via Zoom	
XII.	Executive Session ~ none as of 4/8/22	
XIII.	Adjournment	
	<u>Informational Items</u>	52
	• Port Contracts Update	53
	• Port Lease Brief	54-55
	• Lease List	56-59

PORT COMMISSION REGULAR BUSINESS MEETING – Wednesday, March 23, 2022

The Port of Port Townsend Commission met for a regular business session at the Port Townsend Yacht Club, 2503 Washington Street, Port Townsend, and also online via Zoom.

Present: Commissioners Hanke, Hasse & Petranek
Executive Director Berg
Deputy Director Toews
Director of Finance & Administration Berg
Port Recorder Erickson
Port Attorney Woolson (via Zoom online video)

I. CALL TO ORDER & PLEDGE OF ALLEGIANCE (00:00:05)

Commissioner Petranek called the meeting to order at 5:30 p.m. and acknowledged that this meeting was the first in-person meeting in two years, and the first in-person meeting for Executive Director Berg, and Commissioner Hasse.

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

Agenda was approved as amended by unanimous consent.

III. PUBLIC COMMENTS (00:02:18)

The following comments were sent in via email:

Liz Hoenig Kanieski encouraged the Commission to set a priority for Strategic Planning and adopt a Point Hudson vision that includes a working, community-centered waterfront.

Dave Neuenschwander, citizen of Quilcene, asked why the Gardiner Boat Ramp project was being prioritized over the Quilcene Marina boat ramp, when Gardiner ramp fees bring in no more money than Quilcene ramp fees. Marny “Kit” Kittredge forwarded this email to Commissioners and Executive Director Berg asking for a response from the Port. Executive Director Berg responded that the Gardiner Boat Launch was prioritized over the Quilcene, Mats Mats and Hadlock launches for last year’s grant application because of its condition and the lack of a consensus on a Quilcene plan in time for that grant cycle.

K. Kennell wrote a letter to the Commission regarding the closure of the restrooms at the Herb Beck Marina in Quilcene saying it was a resource for those less fortunate. He said he looked forward to working together with the Port to restore access to decent public sanitation there.

Richard Dandridge wrote regarding formalizing parking at Point Hudson asking the Port to acknowledge the direct link between climate change effects and carbon from transportation emissions.

Ashlyn Brown commented that the 2 areas which are casually used primarily as parking at Point Hudson for many years have not been revenue streams for the Port and have long represented a decision impasse. She wrote that Port businesses there are extremely valuable assets, but their expansion puts the Port in a difficult position—parking is a complex issue that clearly requires community partners and business leaders to work together for a solution.

The following comments were made live at the meeting:

Dave Thielk commented (*and emailed a letter*) regarding the plan to formalize current parking at Point Hudson, saying changes that must occur to move us away from car-dependent systems have to occur at the local level.

Rebecca Kimball spoke about the plan to formalize parking at Point Hudson, questioning whether it was in keeping with the Port’s mission. She said that it would be more sustainable financially to

instead allow more maritime businesses there. She said that Jefferson Transit is adding a trolley that will bring visitors to Point Hudson from off-site parking. She asked Commissioners to consider the effect more parking would have on greenhouse gases and our carbon footprint.

Scott Walker, a Port Townsend resident, commented that he had been working on transportation issues his whole adult life, and suggested different marine uses for the Point Hudson “back 40” like boat maintenance and repair. He said that the Port should consider how parking subsidizes drivers, since 66% of greenhouse gases are from transportation choices. He asked Commissioners to manage the land for the community and consider shortening the lease from 5 years to 3 or 2.

There was an 11 minute, 44 second pause in the recording, due to technical (WiFi) issues. (00:14:09 to 00:25:53)

IV. CONSENT AGENDA (00:27:17)

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

B. Approval & Ratification of Warrants

Warrant #064960 through #064963 in the amount of \$6,069.04 and Electronic Payment in the amount of \$100,846.12 for Payroll & Benefits.

Warrant #064964 in the amount of \$279.28 for Accounts Payable.

Warrant #064965 through #065014 in the amount of \$142,117.05 for Accounts Payable.

Electronic Debit for \$5,210.82 to WA State Dept. of Revenue for Combined Excise Tax Return.

C. Gardiner Boat Ramp Reid Middleton Contract

Commissioner Petranek noted a small change to the minutes.

Commissioner Hanke (00:28:18) commented that he’d spoken with Linda Fitzgerald, a resident of Gardiner, who is concerned about the Gardiner Boat Ramp and process and that the Gardiner Action Plan, which included soil samples taken at the time, had not been considered in the Port’s plans to rebuild the boat ramp there. Some of her concerns centered around security in the area, as a lot of vandalism occurs from the boat ramp upland towards homes there. Mr. Hanke said he’d let Ms. Fitzgerald know that the Port is at the beginning of this process, hiring Reid Middleton as a consultant on this project. Commissioner Petranek said she had also spoken to Ms. Fitzgerald and said that in addition to the Gardiner Action Plan, the community is also in the midst of plans for improvements to the Miller Peninsula State Park that should be considered in the design process.

Consent Agenda was then approved as corrected by unanimous consent.

V. SECOND READING ~ none

VI. FIRST READING ~ none

VII. REGULAR BUSINESS (00:31:19)

A. 2022 Legislative Report, Insight Strategic Partners (00:31:34)

Insight Strategic Partners Chelsea Hager and Caron Bernedetti Cargill provided an end-of-session Legislative update, including a brief session framework and a list of what the legislature discussed and considered. They then moved to the Port’s legislative agenda for 2022, starting with a great outcome on the Point Hudson Jetty project - \$1.5 million in Capital Budget funding. Not much progress had been made on the Aviation Fuel Tank Removal Funding for the underground tank at JCIA. They were able to get increased funding for derelict vessel remediation and full ferry service and expand ferry investments. They have not had much luck extending 0.09% sales tax (PIF) for rural counties to fund public facilities for economic development purposes; however, workforce housing has been added as an allowable use of PIF funds. There have been significant investments in broadband infrastructure, and they

reported that there is now some flexibility and funding for the Model Toxics Control Act funds.

Commissioner Hasse asked about PIF funding for affordable housing, and Ms. Hager answered that once the bill passes, any entity can vote to use PIF funds for workforce housing. Ms. Hasse asked about the distinction between affordable and workforce housing. Ms. Hager said affordable housing is for people of any walk of life unable to afford housing, but workforce housing is about workers who have long commutes due to limited housing.

Deputy Director Toews noted that Insight Strategic Partners had been very successful this year and thanked them for all their hard work on the Port's behalf.

B. February Year-to-Date Financials (01:00:33)

Finance Director Berg reported that the financial status of the Port continues to be healthy. The cash balance is up almost \$2 million above its level for the same period last year, with most of the increase due to collections from the Industrial Development District levy approved by voters. She said operating revenues are up 13 percent compared to 2021 year-to-date, and up 23 percent over budget; meanwhile, operating expenses have risen 8 percent over 2021 but are 2 percent under budget for the period.

Commissioner Hanke gave kudos to staff for the increase in revenue and for keeping expenses below budget.

Commissioner Petranek remarked on the uptick in boatyard revenue this winter over last winter. She noted a lot of shower usage in all marinas where the Port provides shower usage (Ms. Berg inserted that there had been no rate increases for showers for some time).

Executive Director Berg noted that although there is good income from being busy, there were 50 boats on a waitlist to get hauled out, which is the first time ever at our Port. He said that the Port is turning away boats from our own fishing fleet right now, which is an uncomfortable place to be.

Commissioner Hasse asked how our Port compared to other ports as far as capacity and waitlists. Executive Director Berg said he thought it was a regional problem with more boats than there are spaces and asked Pat Shannon of SEA Marine at Point Hudson to weigh in. Mr. Shannon said he had a similar problem with not enough space and a haul-out waitlist. Commissioner Hanke said he thought the winter discount for boatyard work has hurt the Port more than it has helped and thought the Port had left tens of thousands of dollars on the table that could have been collected without the discount. He thought that the limited resources for hauling boats would dictate the cost of hauling a boat across the region, and he predicted it would go up. Pat Shannon said the cost of hauling a boat on the east side of the Sound was much higher than Port Townsend rates, so neither boatyard should be shy about raising rates to remain competitive. Mr. Berg noted that this topic is on the agenda for the April Commission Workshop.

Commissioner Petranek noted for the record the seven people who had submitted written comments for this meeting, as she had neglected to note it earlier on the agenda.

VIII. STAFF COMMENTS (01:14:05)

Executive Director Berg commented that Port staff are planning to move forward on the May 18 & 19 retreat dates in person at the Pavilion building from 10:00 a.m. to 3:00 p.m. with a lunch. Mr. Berg then asked if Commissioners want to meet in Quilcene for their April meetings, with yard rates on the workshop agenda. Commission chose the PTYC for their meetings on April 13 & 27.

Mr. Berg then asked Commissioners to authorize staff to hire Puget Sound Express to take moorage staff on a port tour including Anacortes and Friday Harbor. Since he is an owner of PSE, Commissioner Hanke acknowledged that he has a conflict of interest in this decision and would not vote. Mr. Berg said there is a state law that limits ports to spending \$1,500 a month on business with a Commissioner and PSE is willing to take Port staff on this field trip for this amount. Mr. Hanke noted that his company would not profit from this excursion, since this was at cost. He said in his role as Port Commissioner he'd often mentioned that our Customer Service Reps would benefit from seeing other Port operations.

Commissioner Petranek moved to authorize Port staff to charter Puget Sound Express for staff training not to exceed \$1,500. Commissioner Hasse seconded, a vote was taken, Commissioners Petranek & Hasse voted yes, Commissioner Hanke abstained, and motion passed.

Mr. Berg said that he really appreciated the authorization because a field trip like this was something he had wanted to do for a while, and Commissioner Hanke's boat is the perfect vehicle to make it possible. He said the intent was to take the entire moorage and yard staff as well as senior staff to Friday Harbor, spend 1 ½ hours touring the marina from the customer perspective arriving, and then from the Port perspective operating, then sail to Anacortes and follow a similar approach there before returning to Port Townsend. Mr. Berg said he was excited to put into motion a staff training that will allow them to work together as a team and thinking creatively. He said that the proposed date is April 12 for this excursion. The next idea would be to take yard staff to a boatyard and do the same thing.

Deputy Director Toews commented that this kind of investment in staff not only provides opportunities for team building and creative thinking, but also demonstrates the support of the Commission for investing in its employees, an important morale booster. Mr. Toews then reported that the Dept. of Ecology will be releasing the modified draft of the Boatyard General Stormwater permit very soon after many months responding to comments and making some proposed modifications to the original draft of the permit; he anticipates having a permit in place sometime later this summer. He said this was very timely because the Port will soon be advertising for stormwater consulting help, and this news means that the standards to which we will need to design a modified stormwater treatment system will be known. Commissioner Hanke asked if this meant that the Port could move forward with its current stormwater treatment plan. Mr. Toews said that the Port had planned to make extensive modifications to its systems to meet the anticipated new benchmarks for copper and zinc in particular; however, he did not know what the effect of the comments were on the permit. Commissioner Hasse asked which engineering firms were already involved in the stormwater permit. Deputy Director Toews said that there are a number of firms in the field of stormwater treatment from whom we'd expect to hear when we advertise.

Director of Finance and Administration Berg commented that she wanted to give kudos to staff. The Port had a visit from a person she would loosely call an auditor from the Great American Insurance Company, the underwriter for the Port's Marina Operator's Legal Liability (MOLL) insurance. They toured the Point Hudson facility looking for safety issues, any potential opportunities for loss, and the Port passed with flying colors and all compliments to Port Maintenance staff who assisted in the tour.

IX. COMMISSIONER COMMENTS (01:33:20)

Commissioner Hasse commented that the Port logo was coming along; she's been meeting with artist Marian Roh, Scott Wilson, and Executive Director Berg, and she thinks it will be well liked. She wrote her first Commissioner's Corner for the next Port Report, which will focus on women

in the marine trades. She commended the Port on this periodical, saying that other Ports might like to copy us. She attended the Chamber meeting where Health Officer Dr. Allison Berry discussed case rates and suggested that concerned individuals should still wear masks.

Commissioner Petranek congratulated the Port Townsend Marine Trades Assoc. for finalizing a lease in the Normura building, where they will finally be able to get all their records together in one place and out of storage after almost 20 years. She said that having the NW School of Wooden Boatbuilding in the same building was a perfect synergy of trades and education working together. She was part of approximately 300 maritime women who gathered for a photo on the Union Dock on March 11. On March 16 the Port, PUD and City met to finalize communications process for the Sims Way Gateway project. On March 15 she participated in a half-day EDC board retreat to help set direction for the board and the new director. On March 22 she learned that the EDC is distributing an area sector analysis through contact lists; this is a community goal survey to help the EDC understand goals and priorities for economic development.

- X. Next Public Workshop & Regular Business Meeting (01:39:33): Wednesday, April 13, 2022, Workshop at 9:30 a.m. & Meeting at 1:00 p.m., at PTYC & via Zoom.

- XII. EXECUTIVE SESSION ~ to discuss the performance of a public employee, RCW

42.30.110(1)(g)

(01:39:50) Meeting moved to executive session at 7:10 p.m. Commissioners expected to take approximately 15 minutes in Executive Session with possible action in public session afterwards.

Commissioner Petranek called the meeting to back to order at 7:25 p.m. (*Second Recording*)

Commissioner Hasse moved to give Executive Director Berg a 10 percent raise.

Commissioner Hanke seconded and commented that it was no secret in the Port Townsend community that Executive Director Berg has done a good job; he's an articulate and transparent team member and uses a lot of ingenuity to make progress on many projects, especially the Point Hudson jetty project. He said he was pleased to compliment him in this way.

Commissioner Hasse agreed and commented that as a marine trades person for 4 decades she had seen many Executive Directors and Berg is head and shoulders above them all in his honesty, clear communication with commissioners and other governmental bodies. He understands our community's generational viability with the boatyard, and he has found people who will help us bring in the money needed. She said that a 10 percent raise is a bargain compared to what he has done for us.

Commissioner Petranek commented that Executive Director Berg has an outstanding, exceptional working relationship with our Moorage Tenants Association and Port Townsend Marine Trades Association; he is an outstanding community leader and communicator for our Port, and he is outstanding at developing employee teamwork and a positive work culture. Outstanding focus on maintaining and building vitality and culture of our working waterfront. She has shared with Executive Director Berg a quote, "The wind and the waves are always on the side of the ableist navigator."

Motion passed by unanimous vote.

- XIII. ADJOURNMENT: meeting adjourned at 7:32 p.m., there being no further business before the Commission.

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

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 **065015** generated on March 21st, 2022 in the amount of **\$5,152.44 is ratified.**

Signed and Authenticated on this **13th** day of **April**, 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: 3/21/2022****Register Number: CD-000913****Port of Port Townsend (PTA)**

Bank Code: W - WARRANTS PAYABLE

Check Number	Check Date	Vendor	Invoice Number	Invoice Date	Invoice Amount	Discount Applied	Payment Amount	Check Entry Number: 001
0000065015	3/21/2022	CIT010	City of Port Townsend BLD22-053	3/21/2022	5,152.44	0.00	5,152.44	
Report Total:					<u>5,152.44</u>	<u>0.00</u>	<u>5,152.44</u>	



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 Warrants No 065016 - 065017 generated on March 28th, 2022 in the amount of \$476.00 is ratified.

Signed and Authenticated on this 13th day of April, 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: 3/28/2022
Register Number: CD-000914

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
0000065016	3/28/2022	CIT010	City of Port Townsend				Check Entry Number: 001
			CAM22-021	3/25/2022	176.00	0.00	176.00
0000065017	3/28/2022	WIN003	Windridge Solutions				Check Entry Number: 001
		559		3/24/2022	300.00	0.00	300.00
Report Total:					<u>476.00</u>	<u>0.00</u>	<u>476.00</u>



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 065018 through No. 065023 generated on March 31st, 2022 in the amount of \$27,487.62 and Electronic Payment in the amount of \$192,288.52, for a total amount of \$219,776.14 **is ratified.**

Signed and Authenticated on this 13th day of April, 2022.

For: Payroll and Benefits

Commissioner Pam Petranek

Commissioner Carol Hasse

Commissioner Pete W. Hanke

S. Abigail Berg, Director of Finance
And Administration



PO Box 1180 • Port Townsend, WA 98368

Administration: (360) 385-0656

Operations: (360) 385-2355

Fax: (360) 385-3988

WARRANT APPROVAL

We, the undersigned, as Commissioners and Auditing Officer of the Port of Port Townsend, in Jefferson County, Washington, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, and that the claims is a just, due and unpaid obligation of the Port of Port Townsend, that I am authorized to authenticate and certify to said claim and that these claims, in Warrants No 065024 generated on April 1st, 2022 in the amount of \$1,956.42.00 is ratified.

Signed and Authenticated on this 13th day of April, 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: 4/1/2022
Register Number: CD-000916

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
0000065024	4/1/2022	BRO090	Willem Broeknof				
			REFUND 3/30/2022				
				4/1/2022	1,956.42	0.00	1,956.42
				Report Total:	<u>1,956.42</u>	<u>0.00</u>	<u>1,956.42</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 Warrants No 065025 generated on April 5th, 2022 in the amount of \$2808.00 is ratified.

Signed and Authenticated on this 13th day of April, 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: 4/5/2022
Register Number: CD-000917

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
0000065025	4/5/2022	SOU070	Sound Storage GC				
			3/26/22-3/25/23	3/15/2022	2,808.00	0.00	2,808.00
				Report Total:	<u>2,808.00</u>	<u>0.00</u>	<u>2,808.00</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 065026 through No. 065099, are approved for payment in the amount of \$151,327.67 on this 13th day of April, 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: 4/13/2022
Register Number: CD-000918

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
0000065026	4/13/2022	ADL050	Adler Tank Rentals				Check Entry Number: 001
			4587230	3/31/2022	2,334.32	0.00	2,334.32
0000065027	4/13/2022	ADM002	Admiral Ship Supply Inc.				Check Entry Number: 001
			3/31/22 STATEMENT	3/31/2022	1,299.20	0.00	1,299.20
0000065028	4/13/2022	ARR010	Arrow Lumber Port Townsend				Check Entry Number: 001
			3/28/22 STATEMENT	3/28/2022	1,057.42	0.00	1,057.42
0000065029	4/13/2022	BAS020	David Basiji				Check Entry Number: 001
			REFUND 3/28/22	3/28/2022	11.00	0.00	11.00
0000065030	4/13/2022	BAY060	Bay Marine Contractors				Check Entry Number: 001
			REFUND 3/23/22	3/23/2022	221.67	0.00	221.67
0000065031	4/13/2022	BER040	Abigail Berg				Check Entry Number: 001
			3/2022 EXPENSE	3/31/2022	23.02	0.00	23.02
0000065032	4/13/2022	BER045	Eron Berg				Check Entry Number: 001
			3/2022 EXPENSE	3/31/2022	140.48	0.00	140.48
0000065033	4/13/2022	BJO070	Sarabeth Bjomdahl				Check Entry Number: 001
			REFUND 4/5/22	4/5/2022	11.00	0.00	11.00
0000065034	4/13/2022	BOT040	Botero & Son Electrical LLC				Check Entry Number: 001
			22-2376	3/30/2022	19,626.18	0.00	19,626.18
			Invoice Comment: RV Park 3 Phase Power				
0000065035	4/13/2022	BRO040	Brother's Plumbing, Inc				Check Entry Number: 001
			29779826	3/9/2022	11,073.48	0.00	11,073.48
0000065036	4/13/2022	CAR001	Carl's Building Supply				Check Entry Number: 001
			3/31/2022 STATEMENT	3/31/2022	1,601.31	0.00	1,601.31
0000065037	4/13/2022	CED005	CED				Check Entry Number: 001
			5948-1012449	3/16/2022	327.95	0.00	327.95
			5948-1017064	3/16/2022	320.75	0.00	320.75
			Check 0000065037 Total:		648.70	0.00	648.70
0000065038	4/13/2022	CEN035	CenturyLink				Check Entry Number: 001
			3/28/22 STATEMENT	3/28/2022	22.21	0.00	22.21
0000065039	4/13/2022	CHM030	Chmelik Sitkin & Davis P.S.				Check Entry Number: 001
			2/28/2022	2/28/2022	1,470.00	0.00	1,470.00
0000065040	4/13/2022	CIT001	City Of Port Townsend				Check Entry Number: 001
			3/31/22 STATEMENT	3/31/2022	10,424.62	0.00	10,424.62
0000065041	4/13/2022	CIT010	City of Port Townsend				Check Entry Number: 001
			LUP22-031	4/5/2022	88.00	0.00	88.00
0000065042	4/13/2022	CON080	Construction Group International LLC				Check Entry Number: 001
			RETAINAGE RELEASE	4/13/2022	1,969.55	0.00	1,969.55
0000065043	4/13/2022	COO050	Cooper Fuel				Check Entry Number: 001
			4/1/22 STATEMENT	4/1/2022	8,195.60	0.00	8,195.60
0000065044	4/13/2022	COW020	Cowling and Co. LLC				Check Entry Number: 001
			532	2/28/2022	4,963.20	0.00	4,963.20
0000065045	4/13/2022	CPC020	CP Communications				Check Entry Number: 001
			POPT030122	3/31/2022	570.00	0.00	570.00
0000065046	4/13/2022	DEA010	Cameron Dean				Check Entry Number: 001
			3/2022 UNF EXP	3/28/2022	372.74	0.00	372.74
0000065047	4/13/2022	DIR070	DirecTV				Check Entry Number: 001
			075436554X220328	3/28/2022	430.75	0.00	430.75
0000065048	4/13/2022	DLL010	D L Logos				Check Entry Number: 001
			3911	3/21/2022	330.57	0.00	330.57
0000065049	4/13/2022	DUN080	Dunlap Towing				Check Entry Number: 001

Run Date: 4/7/2022 2:07:57PM
A/P Date: 4/13/2022

Page: 1
User Logon: DLF

Check Register

Journal Posting Date: 4/13/2022

Register Number: CD-000918

Port of Port Townsend (PTA)

Bank Code: W - WARRANTS PAYABLE						
Check Number	Check Date	Vendor	Invoice Number	Invoice Date	Invoice Amount	Discount Applied
			REFUND 2/3/2022	2/3/2022	3,306.05	0.00
						3,306.05
0000065050	4/13/2022	EDE005	Edensaw Woods, LTD			Check Entry Number: 001
			0000573080-001	3/31/2022	53.46	0.00
						53.46
0000065051	4/13/2022	ERI040	Karen Erickson			Check Entry Number: 001
			3/2022 EXPENSE	3/31/2022	41.00	0.00
						41.00
0000065052	4/13/2022	FER001	Ferrellgas			Check Entry Number: 001
			5006934987	3/27/2022	455.69	0.00
						455.69
0000065053	4/13/2022	FER020	Ferguson Waterworks #3011			Check Entry Number: 001
			1079912	3/7/2022	968.91	0.00
						968.91
0000065054	4/13/2022	GLO003	Global Diving & Salvage, Inc			Check Entry Number: 001
			118261	4/5/2022	1,167.41	0.00
						1,167.41
0000065055	4/13/2022	GOO002	Good Man Sanitation			Check Entry Number: 001
			1131272A AD	3/22/2022	529.22	0.00
			3/28/22 STATEMENT	3/28/2022	2,135.21	0.00
						2,135.21
			Check 0000065055 Total:		2,664.43	0.00
						2,664.43
0000065056	4/13/2022	GUA080	Guardian Security Systems, Inc.			Check Entry Number: 001
			1229086	3/31/2022	21,767.98	0.00
						21,767.98
			1235777	4/1/2022	147.29	0.00
						147.29
			1235778	4/1/2022	114.56	0.00
						114.56
			1235779	4/1/2022	218.20	0.00
						218.20
			1237989	4/6/2022	13,618.02	0.00
						13,618.02
			Check 0000065056 Total:		35,866.05	0.00
						35,866.05
0000065057	4/13/2022	HAR090	Mark Hardesty			Check Entry Number: 001
			REFUND 3/29/2022	3/29/2022	30.92	0.00
						30.92
0000065058	4/13/2022	HEN002	Henery Hardware			Check Entry Number: 001
			727333	2/26/2022	100.34	0.00
						100.34
			727383	2/28/2022	46.59	0.00
						46.59
			727432	2/28/2022	6.10	0.00
						6.10
			727457	3/1/2022	159.20	0.00
						159.20
			727479	3/1/2022	13.83	0.00
						13.83
			727518	3/2/2022	72.00	0.00
						72.00
			727534	3/2/2022	36.16	0.00
						36.16
			727621	3/3/2022	14.46	0.00
						14.46
			727646	3/3/2022	34.89	0.00
						34.89
			727770	3/6/2022	10.02	0.00
						10.02
			727838	3/7/2022	31.39	0.00
						31.39
			727850	3/7/2022	4.13	0.00
						4.13
			727859	3/8/2022	48.07	0.00
						48.07
			727864	3/8/2022	88.34	0.00
						88.34
			727929	3/9/2022	22.88	0.00
						22.88
			727936	3/9/2022	88.13	0.00
						88.13
			727954	3/9/2022	31.77	0.00
						31.77
			727973	3/9/2022	10.89	0.00
						10.89
			727995	3/10/2022	11.99	0.00
						11.99
			728004	3/10/2022	39.90	0.00
						39.90
			728106	3/11/2022	10.46	0.00
						10.46
			728193	3/14/2022	26.17	0.00
						26.17
			728201	3/14/2022	15.91	0.00
						15.91
			728205	3/14/2022	81.25	0.00
						81.25
			728285	3/15/2022	52.35	0.00
						52.35

Run Date: 4/7/2022 2:07:57PM

A/P Date: 4/13/2022

Page: 2

User Logon: DLF

Check Register
Journal Posting Date: 4/13/2022
Register Number: CD-000918

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
			728318	3/16/2022	20.61	0.00	20.61
			728343	3/16/2022	21.36	0.00	21.36
			728353	3/16/2022	29.45	0.00	29.45
			728392	3/17/2022	18.09	0.00	18.09
			728471	3/18/2022	92.88	0.00	92.88
			728474	3/18/2022	77.12	0.00	77.12
			728572	3/21/2022	22.64	0.00	22.64
			728586	3/21/2022	31.63	0.00	31.63
			728618	3/21/2022	42.54	0.00	42.54
			728718	3/23/2022	52.54	0.00	52.54
			728779	3/24/2022	35.10	0.00	35.10
			728811	3/24/2022	27.25	0.00	27.25
			728854	3/25/2022	14.82	0.00	14.82
			728882	3/25/2022	25.07	0.00	25.07
			728888	3/25/2022	126.25	0.00	126.25
			728892	3/25/2022	5.46	0.00	5.46
Check 0000065058 Total:					1,689.11	0.00	1,689.11
0000065059	4/13/2022	HEN006	Quilcene Henery's Hardware				Check Entry Number: 001
			2203-156825	3/22/2022	3.26	0.00	3.26
0000065060	4/13/2022	HRA030	HRA VEBA Trust				Check Entry Number: 001
			3/2022 HC	4/13/2022	637.39	0.00	637.39
0000065061	4/13/2022	JAM040	Jamestown Networks				Check Entry Number: 001
			6947	4/1/2022	548.00	0.00	548.00
0000065062	4/13/2022	JC0003	Jefferson County - Public Work				Check Entry Number: 001
			3/31/22 STATEMENT	3/31/2022	1,480.45	0.00	1,480.45
0000065063	4/13/2022	LEM040	Lemay Mobile Shredding				Check Entry Number: 001
			4740931S185	4/1/2022	13.65	0.00	13.65
0000065064	4/13/2022	MAR096	Marian Roh				Check Entry Number: 001
			220402	4/13/2022	210.00	0.00	210.00
0000065065	4/13/2022	MUR002	Murrey's Disposal Co. Inc.				Check Entry Number: 001
			4/1/22 STMTS	4/1/2022	13,917.47	0.00	13,917.47
0000065066	4/13/2022	NEL001	Sue Nelson				Check Entry Number: 001
			1-3/2022	4/13/2022	25.16	0.00	25.16
0000065067	4/13/2022	NOR065	North Star Clinic, LLC				Check Entry Number: 001
			6	3/8/2022	267.00	0.00	267.00
0000065068	4/13/2022	O'RE030	O'Reilly Auto Parts				Check Entry Number: 001
			3939-118200	3/30/2022	8.72	0.00	8.72
0000065069	4/13/2022	PAC004	Pacific Office Equipment Co				Check Entry Number: 001
			3/31/22 STATEMENT	3/31/2022	422.12	0.00	422.12
0000065070	4/13/2022	PAS010	Ben Pastori				Check Entry Number: 001
			REFUND 3/14/22	3/14/2022	11.00	0.00	11.00
0000065071	4/13/2022	PEN030	Peninsula Paint Co.				Check Entry Number: 001
			F0203849	3/17/2022	105.96	0.00	105.96
			F0204029	3/24/2022	120.93	0.00	120.93
			F0204145	3/28/2022	71.31	0.00	71.31
Check 0000065071 Total:					298.20	0.00	298.20
0000065072	4/13/2022	PEN060	Peninsula Pest Control, Inc				Check Entry Number: 001
			60488	3/30/2022	545.50	0.00	545.50
0000065073	4/13/2022	PET025	Petrick Lock & Safe				Check Entry Number: 001
			20608	2/2/2022	174.15	0.00	174.15

Run Date: 4/7/2022 2:07:57PM
A/P Date: 4/13/2022

Page: 3
User Logon: DLF

Check Register
Journal Posting Date: 4/13/2022
Register Number: CD-000918

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
			20770	3/15/2022	2,124.26	0.00	2,124.26
			20782	3/18/2022	128.74	0.00	128.74
			20784	3/22/2022	152.74	0.00	152.74
			20815	4/5/2022	493.22	0.00	493.22
			Check 0000065073 Total:		3,073.11	0.00	3,073.11
0000065074	4/13/2022	PHI045	Martin Phipps				Check Entry Number: 001
			2022 CDL	4/13/2022	186.00	0.00	186.00
0000065075	4/13/2022	PIN010	Pinnacle Investigations Corp				Check Entry Number: 001
			78941	4/1/2022	96.89	0.00	96.89
			78947	4/1/2022	35.00	0.00	35.00
			Check 0000065075 Total:		131.89	0.00	131.89
0000065076	4/13/2022	POR005	Port Townsend Leader				Check Entry Number: 001
			109478	4/1/2022	442.25	0.00	442.25
0000065077	4/13/2022	PUD001	Pud District #1				Check Entry Number: 001
			3/18/22 STMTS	3/18/2022	589.80	0.00	589.80
			3/25/22 STMTS	3/25/2022	481.74	0.00	481.74
			Check 0000065077 Total:		1,071.54	0.00	1,071.54
0000065078	4/13/2022	PUG060	Puget Sound Pipe & Supply Co.				Check Entry Number: 001
			S2008166.001	3/18/2022	130.11	0.00	130.11
0000065079	4/13/2022	QUI001	Quill Corporation				Check Entry Number: 001
			23732264	3/11/2022	292.54	0.00	292.54
			24031190,0616,5706	3/24/2022	274.25	0.00	274.25
			Check 0000065079 Total:		566.79	0.00	566.79
0000065080	4/13/2022	QUI010	Quimper Mercantile				Check Entry Number: 001
			126109	3/31/2022	191.56	0.00	191.56
0000065081	4/13/2022	RSI050	RSINet				Check Entry Number: 001
			6545	4/2/2022	180.00	0.00	180.00
0000065082	4/13/2022	SEA035	Sea Green Partners, LLC				Check Entry Number: 001
			REFUND 3/31/22	3/31/2022	427.49	0.00	427.49
0000065083	4/13/2022	SEC010	Security Services				Check Entry Number: 001
			121595	4/1/2022	190.85	0.00	190.85
0000065084	4/13/2022	SHO010	Shold Excavating Inc				Check Entry Number: 001
			66589	3/30/2022	1,467.88	0.00	1,467.88
			66627	3/16/2022	1,459.21	0.00	1,459.21
			66698	3/22/2022	302.57	0.00	302.57
			Check 0000065084 Total:		3,229.66	0.00	3,229.66
0000065085	4/13/2022	SNE020	S-Net Communications				Check Entry Number: 001
			130005	4/1/2022	586.10	0.00	586.10
0000065086	4/13/2022	SOU055	Sound Publishing, Inc				Check Entry Number: 001
			PDN950516	3/16/2022	89.61	0.00	89.61
0000065087	4/13/2022	SUM040	Summit Law Group PLLC				Check Entry Number: 001
			135286	3/18/2022	309.00	0.00	309.00
0000065088	4/13/2022	TAC001	Tacoma Screw Products, Inc				Check Entry Number: 001
			140037637-00	3/17/2022	243.30	0.00	243.30
0000065089	4/13/2022	UEC070	Todd Uecker				Check Entry Number: 001
			RFUND 3/31/22	3/31/2022	37.92	0.00	37.92
0000065090	4/13/2022	ULI040	ULINE				Check Entry Number: 001
			145997198	3/7/2022	6,103.38	0.00	6,103.38
			146310183	3/14/2022	610.63	0.00	610.63

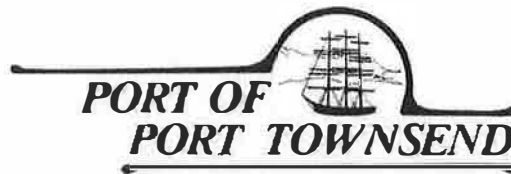
Run Date: 4/7/2022 2:07:57PM
A/P Date: 4/13/2022

Page: 4
User Logon: DLF

Check Register
Journal Posting Date: 4/13/2022
Register Number: CD-000918

Port of Port Townsend (PTA)

Bank Code: W - WARRANTS PAYABLE						
Check Number	Check Date	Vendor	Invoice Number	Invoice Date	Invoice Amount	Discount Applied Payment Amount
Check 0000065090 Total:					6,714.01	0.00 6,714.01
0000065091	4/13/2022	VEN070	VenTek International			Check Entry Number: 001
			131617	4/1/2022	103.65	0.00 103.65
0000065092	4/13/2022	VER001	Verizon Wireless, Bellevue			Check Entry Number: 001
			9901932845	4/13/2022	429.68	0.00 429.68
0000065093	4/13/2022	VIR060	Virtower			Check Entry Number: 001
			1325	4/1/2022	500.00	0.00 500.00
0000065094	4/13/2022	WA0303	Dept of Retirement Systems			Check Entry Number: 001
			1500493	3/29/2022	25.00	0.00 25.00
0000065095	4/13/2022	WAV040	Wave Broadband			Check Entry Number: 001
			043328901-0009404	3/24/2022	154.72	0.00 154.72
0000065096	4/13/2022	WEB020	Eric Webster			Check Entry Number: 001
			REFUND 3/30/22	3/30/2022	107.25	0.00 107.25
0000065097	4/13/2022	WEB030	Kimberlie Webber			Check Entry Number: 001
			3/22 EXPENSE	3/22/2022	27.26	0.00 27.26
			3/22 TRAVEL	3/30/2022	33.60	0.00 33.60
Check 0000065097 Total:					60.86	0.00 60.86
0000065098	4/13/2022	WES006	Westbay Auto Parts, Inc.			Check Entry Number: 001
			3/25/22 STATEMENT	3/25/2022	609.64	0.00 609.64
0000065099	4/13/2022	WHI085	Rachel Whisenand			Check Entry Number: 001
			REFUND 3/29/22	3/29/2022	19.71	0.00 19.71
Report Total:					151,327.67	0.00 151,327.67



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 **\$3,009.63 is ratified.**

Signed and Authenticated on this 13th day of April, 2022.

For: Washington State, Employment Security Department for
WA State Paid Family Medical Leave – for ***Qtr 1, 2022*** in the amount of
\$3,009.63

Commissioner Pam Petranek

Commissioner Carol Hasse

Commissioner Pete W. Hanke

S. Abigail Berg, Director of Finance
And Administration

Donna Frary

From: do_not_reply@esd.wa.gov
Sent: Wednesday, April 6, 2022 4:28 PM
To: Donna Frary
Subject: Payment Confirmation

Thank you for your recent payment to Paid Family & Medical Leave.

Payment Application: Paid Family & Medical Leave Payment Status: Payment completed successfully.
Confirmation Number: 22040605598594
Payment Date: 04/06/2022

Billing Address: Port of Port Townsend
PO Box 1180
Port Townsend, WA 98368
3603795217

Account Number: x5811
Routing Number: 125102906
Account Type: Checking

Payment Amount: 3009.63 USD
Total Amount: 3009.63 USD

DO NOT REPLY DIRECTLY TO THIS EMAIL.



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 obligation described below is a just and unpaid obligation of the Port of Port Townsend, and that the Electronic Debit from the Port Checking Account held at Kitsap Bank is approved for payment in the amount of \$25,421.70 is ratified.

Signed and Authenticated on this 13th day of April, 2022.

For: Washington State Department of Labor & Industries
1st Quarter Tax Return for January - March, 2022 in the amount of
\$25,421.70

Commissioner Pam Petranek

Commissioner Carol Hasse

Commissioner Pete W. Hanke

S. Abigail Berg, Director of Finance
And Administration



Washington State Department of Labor & Industries

Quarterly Report
Submit Date: 4/7/2022
Confirmation Number: 8645415

Quarterly Report

PORT OF PORT TOWNSEND
PO BOX 1180
PORT TOWNSEND, WA 98368

Account Manager: KEITH CURTISS

1st Quarter: 1/1/2022 - 3/31/2022

WA UBI: 161000044
L&I Account ID: 061,069-00
Phone Number: 3603852355 Ext: 0

Volunteer Reporting

Class Code	Nature of Work	Number of New Volunteers Reported			
6901-00	Volunteers-Excl Law Enf Offrs	1			

Class Code	Nature of Work	Gross Payroll	Worker Hours	Rate Per Hour	Amount Owed
4201-02	Port Districts Incl Salesmen	\$422,272.00	12,018	2.0342	\$24,447.02
5306-07	Counties/Tax Dist Adm/CI Offc	\$221,835.00	3,785	0.2518	\$953.06
6901-00	Volunteers-Excl Law Enf Offrs	\$0.00	280	0.0772	\$21.62
Total of Premiums:					\$25,421.70
Grand Total:					\$25,421.70

Preparer's Information

Preparer: Donna Frary
Daytime Phone: 360-379-5217
Email: donna@portofpt.com

Payment Information

Method of Payment: eCheck
Payment Amount: \$25,421.70
Bank Routing Information: 125102906
Bank Account Information: XXXXXXXXXXXX5811
Bank Account Type: BusinessChecking
Scheduled Payment Date: 4/7/2022

PORT OF PORT TOWNSEND

AGENDA COVER SHEET

MEETING DATE	April 13, 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. Reid Middleton Contract – Boatyard West Expansion
STAFF LEAD	Eric Toews, Deputy Director
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 • Draft Reid Middleton Contract

PORT OF PORT TOWNSEND

INFORMATIONAL MEMO

DATE: 4/7/2021
TO: Port Townsend Port Commission
FROM: Eric Toews, Deputy Director
SUBJECT: Approval of Professional Services Agreement with Reid Middleton, Inc., Boat Yard (West) Expansion Project

ISSUE: Should the Port authorize the Executive Director to enter into a Professional Services Agreement with Reid Middleton, Inc. in the amount of \$68,000 for preliminary site planning and engineering design work associated with the proposed Western Boat Yard Expansion Project?

BACKGROUND/DISCUSSION: The businesses based at Boat Haven have long been a destination of choice for vessel maintenance, refits, and new construction. Boat Haven based businesses and independent contractors that depend upon the Yard employ more than 400 people in our community. However, Yard space is severely constrained, and the Port's expansion options are limited. The only viable opportunity to create significant additional workspace lies on the west side of the facility, where the Port owns undeveloped industrially zoned (M-II(A)) land on the "Balch Property". However, expansion will require filling and developing a comparatively low-grade wetland fed by stormwater runoff from SR 20 and compensating for environmental impacts.

In November of 2021, the Commission authorized the Executive Director to file an application with the Washington State Community Economic Revitalization Board (CERB), seeking grant funding to support the first phase of this multi-phase project to expand the Boat Yard (i.e., site planning, design, environmental impact analysis and permitting). The Port submitted its application for funding assistance on November 29, 2021, and on January 20, 2022, CERB approved the request.

The CERB grant will help to fund "Phase One" of this multi-phase effort. This first phase involves site planning, preliminary engineering design, and development of a comprehensive permitting strategy (including a preliminary mitigation plan). Phase One is estimated to require approximately \$100,000 (\$50,000 in CERB funding; \$50,000 in Port matching funds). Phases Two and Three will involve final engineering and permitting, and bid/award and project construction, respectively. Completion of Phase One is a critical first step that will position the Port to obtain capital funding support to advance the expansion effort.

Reid Middleton has been chosen by the Port to prepare the preliminary design and engineering for Phase One, in accordance with the selection procedures of RCW 39.80. Port staff have negotiated a scope of work and budget with Reid Middleton for the engineering component of Phase One. Widener & Associates, already under an on-call agreement with the Port, will perform the environmental permitting services component of this Phase One. Phase One is anticipated to be completed by the summer of 2023.

FISCAL IMPACT: CERB is providing \$50,000 in funding, or 50% of the Phase One project costs, which will total approximately \$100,000. Thus, the Port's matching contribution is approximately \$50,000. Of the estimated total Phase One project costs, Reid Middleton's work is anticipated to cost \$68,000, with

Widener & Associates requiring approximately \$32,000. Public outreach and assessment of Yard expansion needs will be conducted by Port staff.

RECOMMENDATION: Authorize the Executive Director to execute the attached Professional Services Agreement with Reid Middleton for preliminary engineering design services up to \$68,000.

MOTION: None required. Approval of this item on the Consent Agenda authorizes the Executive Director to execute the agreement with Reid Middleton.

ATTACHMENT: Reid Middleton Professional Services Agreement – Western Boat Yard Expansion Project, consisting of thirteen (13) pages.

STANDARD AGREEMENT FOR PROFESSIONAL SERVICES CHAPTER 39.80 RCW

This Standard Agreement for Personal Services (the "Agreement") is made and entered into on April __, 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:	Western Boat Yard Expansion Project – Preliminary Engineering Design

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 \$68,000.
3. Term of the Agreement. The term of this Agreement shall commence with the mutual execution of this Agreement and will terminate when all tasks associated with the scope of services herein (as 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.

/

/

/

/

/

/

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

A. Project Understanding

The Boat Yard (or "Yard") is located on the southwest side of the Port's Boat Haven facility. The Yard is a major economic contributor to the region. The Yard provides both covered and outdoor workspace for vessels of varying sizes. Vessels are transferred to and from the water by mobile boat hoists ranging in capacity from 75-tons to the larger 300-ton mobile boat hoist.

The existing Boat Yard is primarily a gravel surface with some areas of pavement adjacent to the haulout pier and washdown facility. Power and water are provided around the perimeter of the yard for workspaces in the shipyard. The Yard is operated under a National Pollutant Discharge Elimination System (NPDES) permit. In addition to required Best Management Practices for operations, stormwater collection and treatment systems are provided in the existing Boat Yard area per NPDES requirements.

The area between the southwest side of the Yard and the base of the adjacent hillside is undeveloped land except for the Port's maintenance building. Wetlands of varying classifications are located in this area. The Larry Scott Memorial Trail runs along the entire shoreline along the southern perimeter of this area.

The Port is considering expanding the Boat Yard to the southwest and potentially relocating the Port maintenance shop. This will require grading and filling and new infrastructure in this area to support Yard operations. This will also require some filling of lower-class wetlands and required mitigation and enhancement of other wetland and shoreline areas.

Reid Middleton will provide preliminary engineering services and feasibility planning for the Yard expansion at Boat Haven. Reid Middleton will also provide the surveying services necessary to support preliminary engineering design and permitting.

Widener and Associates (Widener) will perform the environmental services for the project. Under separate direct contract with the Port, Widener will provide wetland delineation and analysis, mitigation and habitat planning services, and initial permit feasibility and coordination services. Reid Middleton will coordinate with Widener, including the survey of the wetland boundaries and technical and engineering information coordination.

The following scope of services will be provided by Widener and Reid Middleton.

B. SCOPE OF SERVICES

- 1. Environmental Scope** – Widener will provide environmental services under a direct contract with the Port. These services will generally consist of the following:
 - a. Background, Site Visit, and Kickoff Meeting
 - b. Wetland Delineation – (deliverable – wetland flagging and wetland delineation report)
 - c. Initial Permitting and Mitigation Feasibility
 - d. Permit and mitigation feasibility letter report (deliverable – Preliminary Mitigation Plan)
 - e. Coordination with Regulatory Agencies
 - f. Federal, State and Local Environmental Permitting

- 2. Preliminary Engineering Scope** – Reid Middleton will provide the following technical services:
- a. Background Information Review, Site Visit, and Kickoff Meeting
 - b. Site Topographical and Wetland Boundary Survey, including property lines and excluding underground utilities (deliverable – survey base map in PDF and AutoCAD)
 - c. Preliminary Boat Yard Expansion Layouts and Costs (two concepts)
 - i. Fill and grade requirements
 - ii. General infrastructure requirements
 - iii. Opinion of Probable Construction Costs
 - d. Online Meeting with Port to Review (deliverables – PDF drawings of two potential layout concepts with associated costs)
 - e. Final Preferred Boat Yard Layout and Report
 - i. Refine Preferred Layout
 - ii. Design to Approximately 15% to 30% Design Level
 - iii. Opinion of Probable Construction Costs
 - iv. Summary final report of the process and preferred layout (deliverable – Draft PDF format summary report with drawings of the preferred layout and general details and updated Opinion of Probable Construction Costs, and a final report in PDF format).

C. EXCLUSIONS

The following are excluded from Reid Middleton’s scope of work and will be performed by other consultants as identified herein, or as additional services as requested by the Port.

1. Public Outreach
2. Needs Assessment
3. Meetings with regulators
4. Detailed infrastructure design, including utilities and stormwater systems
5. Geotechnical Engineering and Design
6. Electrical Engineering and Design
7. Construction Documents
8. Building and Fill/Grade Permits

D. 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.

E. PORT’S RESPONSIBILITIES

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

F. COMPENSATION

1. Widener under a separate contract with the Port will provide environmental and permitting services on a time and expenses basis. They estimate the fee for Item B 1 of the services to be approximately \$32,000.

2. For the services described in Section B, Item 2, Reid Middleton will be paid on a “time-plus-expenses” basis using the rates indicated in the schedule of charges set forth in Attachment “B”, Schedule of Charges Effective July 1, 2021. The estimated fee for Item B 2 of the services is \$68,000.

G. REID MIDDLETON STAFF

Shannon Kinsella 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.



Estimate of Professional Services

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

PROJECT: PPT Shipyard Expansion Study
CLIENT: Port of Port Townsend
PROJ. NO: 24-22-913-014
FILE: H:\24Wf2022\913\014 PPT Boat Haven Shipyard Expansion\Contract\

BY: smk
DATE: 3/3/2022

CHKD BY: kel 3/4/22

Base Contract\RM Fee Est & Scope\ [PPT Shipyard Expansion Fee.xl

		Principal	Project Engineer	Designer II	Design Technician	Principal Surveyor	Survey Crew (2 Person/RT K/Robotic/Scanning)	Project Administrator	Technical Writer II	Total Labor hours	Total Labor Earnings	Computer		Mileage	Travel & Misc	Subs	Total Reimb	Labor & Reimb	
Hourly Rate:		\$260	\$158	\$143	\$143	\$230	\$195	\$122	\$138			hrs	\$12	\$	cost	cost			15%
Task No.	Description													\$	\$				
001	Survey				40	20	50	4		114	20,558	40	480	325	400	1,000	2,415	22,973	
	Subtotal Task 001	0	0	0	40	20	50	4	0	114	20,558	40	480	325	400	1,000	2,415	22,973	
002	SSDP Drawings																		
	Background, Coord, PM	4	4	4				6		18	2,976		0				0	2,976	
	Site Meeting		8							8	1,264		0		100		115	1,379	
	Preliminary Shipyard Layouts	2	16		24					42	6,480	24	288				288	6,768	
	Fill.Grade, Utility Schematics		12	24	32					68	9,904	32	384				384	10,288	
	Opinion of Probable Costs (2)			16						16	2,288		0				0	2,288	
	Refine Layout	2	8	8	12					30	4,644	12	144				144	4,788	
	Meeting (online)	4	4	4						12	2,244		0				0	2,244	
	Permit Support	2	2	12						16	2,552		0				0	2,552	
	Permit Drawings			12	24					36	5,148	24	288				288	5,436	
	Final Report and Dwgs	4	16	12					4	36	5,836		0				0	5,836	
	Subtotal Task 002	18	70	92	92	0	0	6	4	282	43,336	92	1,104	0	100	0	1,219	44,555	
	TOTAL HOURS	18	70	92	132	20	50	10	4	396	63,894	132	1,584	325	500	1,000	3,634	67,528	
	SubTotal Cost	4,680	11,060	13,156	18,876	4,600	9,750	1,220	552		63,894								

Percent of Total Hours 5% 18% 23% 33% 5% 13% 3% 1%

Assumptions

Project Duration 1 Wks Avg Wkly \$68,000

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 472
TOTAL 68,000

EXHIBIT "B"
SCHEDULE of CHARGES – REID MIDDLETON, INC.
Effective July 1, 2021 through June 30, 2022

Fees and expenses will be charged to the Port by the Consultant for the Scope of Services as set forth below.

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.

PORT OF PORT TOWNSEND

AGENDA COVER SHEET

MEETING DATE	April 13, 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. D. Resolution 768-22 Adopting County Redistricting after 2020 Census
STAFF LEAD	Eric Toews, Deputy Director
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 • Draft Resolution 768-22 Adopting County Redistricting after 2020 Census • Jefferson County Districting Map

PORT OF PORT TOWNSEND

INFORMATIONAL MEMO

DATE: April 13, 2022
TO: Port Commissioners
FROM: Eric Toews, Deputy Director
SUBJECT: Redistricting – Resolution 768-22

ISSUE

The Port needs to formally adopt the newly redistricting done by Jefferson County, after the 2020 census.

BACKGROUND/DISCUSSION

Staff have reviewed the new County Commission Districts. The Port Commission has previously reviewed and discussed the new districts, and it does not affect any of our sitting Commissioners. Therefore, the Port does not have a problem with the redistricting plan.

The Port needs to memorialize our concurrence in a resolution. Attached is Resolution No. 768-22 doing so. State law, RCW 53.12.010, requires port districts to be the same as county commission districts.

FISCAL IMPACT

none

RECOMMENDATION

Approve Resolution No. 768-22.

MOTION: None required. Approval of this item via the Consent Agenda adopts this resolution.

ATTACHMENTS

- Resolution 768-22 Adopting County Redistricting after 2020 Census
- 2022 County Redistricting Map

RESOLUTION NO. 768-22

A Resolution of the Commission of the Port of Port Townsend

AMENDING THE PORT OF PORT TOWNSEND COMMISSION DISTRICTS

WHEREAS: RCW 29A.76.010 requires each special purpose district, including the Port of Port Townsend, with a governing body comprised of commission districts to adopt a redistricting plan after receipt of the Federal 2020 census data; and

WHEREAS: pursuant to RCW 53.12.010 the commission districts for the Port of Port Townsend must be the same as the commission districts for Jefferson County, and;

WHEREAS: redrawn Jefferson County Commission districts were adopted by Jefferson County on December 20, 2021, and;

WHEREAS: the Port of Port Townsend is also required to maintain a redistricting plan conforming with the Jefferson County commissioner districts;

NOW, THEREFORE BE IT HEREBY RESOLVED: by the Port Commission of the Port of Port Townsend:

1. The Port of Port Townsend Commission District boundaries are hereby confirmed to be the same as the Commission Districts of Jefferson County as determined by Jefferson County Commissioners following the County's receipt of the Federal 2020 census data.
2. The effective date of the Port's confirmation of Port District boundaries is *nunc pro tunc* to the date of the County's District boundary adoption on December 20, 2021.
3. Said Port Commission Districts are legally described in Exhibit A hereto, which, by this reference, is incorporated herein as if set forth in full.
4. The Commission finds that no Port public hearing is required prior to adoption of this Resolution because this (1) Port's district are statutorily required to conform to the County district boundaries pursuant to RCW 53.12.010 and (2) the County satisfied the public hearing requirement of RCW 29A.76.010 prior to its adoption action.
5. This Resolution supersedes prior Port Resolution No. 574-12, dated March 14, 2012.

ADOPTED this 13th day of April 2022, by the Commission of the Port of Port Townsend and duly authenticated in open session by the signatures of the Commissioners voting in favor thereof and the Seal of the Commission duly affixed.

ATTEST:

Peter W. Hanke, Secretary

Pamela A. Petranek, President

APPROVED AS TO FORM:

Carol L. Hasse, Vice President

Port Attorney



Jefferson County, Washington Board of County Commissioners Districts

Adopted 12/20/2021



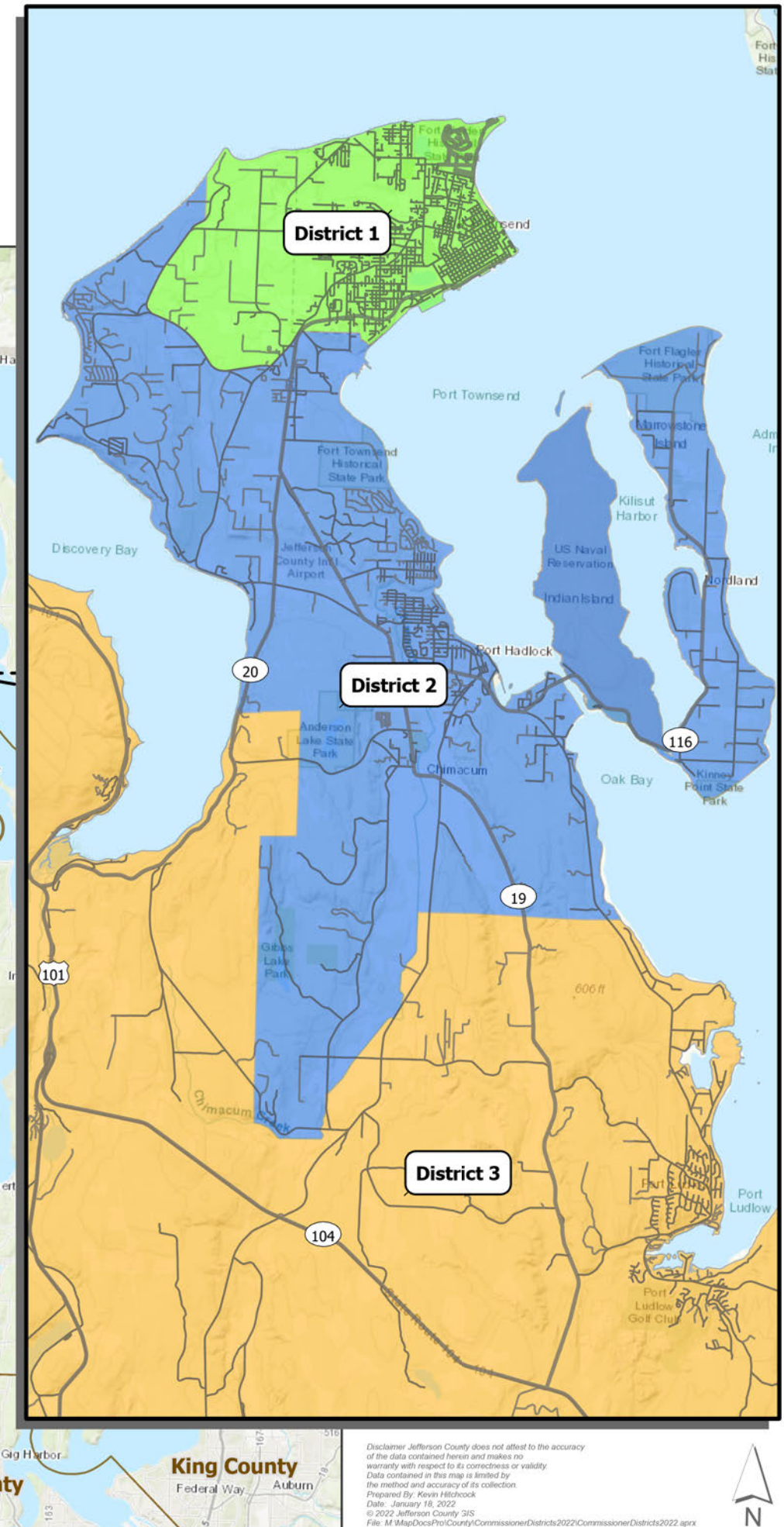
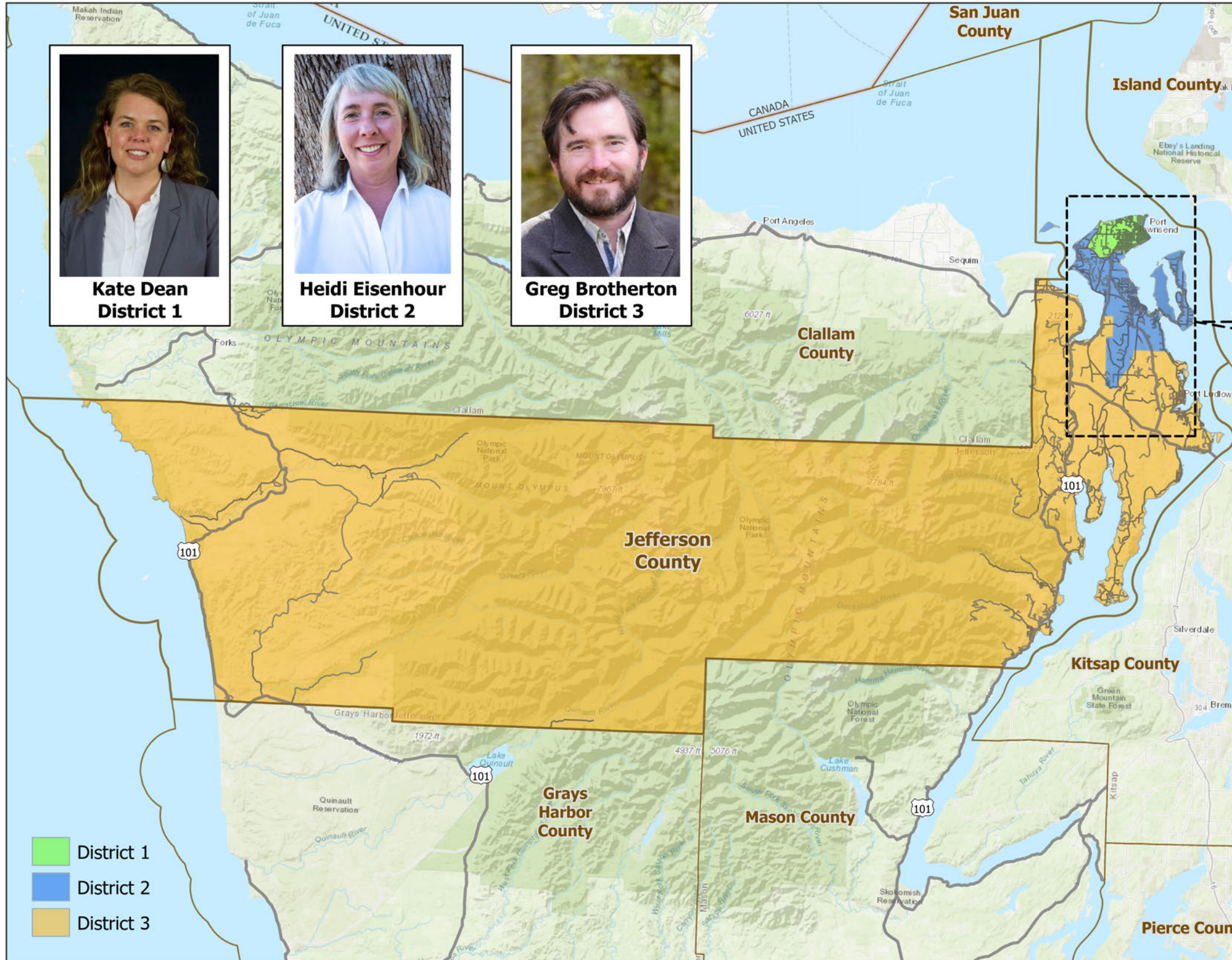
**Kate Dean
District 1**



**Heidi Eisenhour
District 2**



**Greg Brotherton
District 3**



Disclaimer: Jefferson County does not attest to the accuracy of the data contained herein and makes no warranty with respect to its correctness or validity. Data contained in this map is limited by the method and accuracy of its collection. Prepared by: Kevin Hitchcock Date: January 18, 2022 © 2022 Jefferson County GIS File: M:\MapDocs\County\CommissionerDistricts2022\CommissionerDistricts2022.aprx



PORT OF PORT TOWNSEND

AGENDA COVER SHEET

MEETING DATE	April 13, 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 type="checkbox"/> Informational
AGENDA TITLE	V. Special Presentation: Recognition of Jean Jameson & Shannon Meehan
STAFF LEAD	Abigail Berg, Director of Finance & Administration Kristian Ferrero, Harbormaster
REQUESTED	<input type="checkbox"/> Information <input type="checkbox"/> Motion/Action <input checked="" type="checkbox"/> Discussion
ATTACHMENTS	

Recognition of Jean Jameson for 20 years at the Port. – Abigail Berg

Recognition of Shannon Meehan for 15 years at the Port. – Kristian Ferrero

PORT OF PORT TOWNSEND

AGENDA COVER SHEET

MEETING DATE	April 13, 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	VIII. A. Point Hudson Jetty Update
STAFF LEAD	Matt Klontz, Director of Capital Projects and Port Engineer
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 • PowerPoint presentation (late materials)

DATE: 4/13/2022
TO: Commissioners
FROM: Matt Klontz, Director of Capital Projects & Port Engineer
CC: Eron Berg, Eric Toews, Abigail Berg
SUBJECT: Point Hudson Jetty Replacement Update

ISSUE

This project update is for information purposes. No action from Port Commission is necessary.

BACKGROUND

The breakwater jetty protecting the Point Hudson Marina has reached the end of its useful life. The Port has been working diligently to secure funding, obtain permits, and finalize contract bid documents for replacing the jetties. While there is still work to be done, the project is well positioned to be advertised for construction bids in mid-May.

DISCUSSION

Substantial progress has been made on the Point Hudson jetty replacement project. It was only several months ago that much uncertainty remained, and the probability of having to wait until year 2023 to begin construction was high. While some uncertainty still exists, largely centered on construction cost, project permitting is now nearly complete. In the realm of federal permits, the project received the Section 404 approval from the Army Corps of Engineers on April 7, 2022, which was the last significant permit needed to advertise for construction. With regard to state permits, a Hydraulic Project Approval remains to be issued by the Washington State Department of Fish and Wildlife (WDFW). Staff has been coordinating with WDFW and anticipates receiving this permit in the coming weeks. With respect to local permits, the City of Port Townsend has concluded State Environmental Policy Act (SEPA) review and has issued a Shoreline Substantial Development Permit Exemption for the project. Yet to be issued by the City are building and floodplain development permits. Port and City staffs have been in regular communication, and we anticipate receiving these last remaining permit approvals in April.

In addition to permitting, considerable progress has been made in securing the funding agreement with the U.S. Department of Commerce Economic Development Administration (EDA). The EDA is the Port's largest funding partner, providing more than \$7 million towards construction. Staff have been closely coordinating with EDA and, thus far, we have successfully addressed their issues and concerns. Notably, this has included working with EDA staff to conclude their National Environmental Policy Act (NEPA) documentation, which was issued on April 7. Unusually, this project has required completion of NEPA review by both US Fish and Wildlife Service (USFWS), as well as EDA. Staff coordination with EDA also included demonstrating there was no overlap of federal funding sources, ensuring that the EDA and the USFWS were funding separate and distinct elements of the project (i.e., EDA is funding construction; USFWS is funding design and permitting). Finally, the Port was required to

demonstrate that it has control and tenure over the project site for the anticipated useful life of the new jetties. This was documented to EDA's satisfaction by negotiating an extension to the Port Management Agreement (PMA) with the Washington State Department of Natural Resources for management of state-owned tidelands.

FISCAL IMPACT

The critical importance of fixing a price for the project by opening construction bids cannot be over-emphasized. While the Port has done its very best to factor the current and rapidly evolving market conditions and has included generous contingencies, it remains somewhat uncertain that sufficient funding has been secured to proceed with the project. The recently secured \$1.5 million of additional funding in the State supplemental budget certainly helps to close any potential gap between bids and the budget estimate for the project. The State funding support secured by our delegation in Olympia could prove decisive in providing the Port with the financial capacity to award the construction contract.

Type of Funding	Identify Source	Amount	Status (Committed or In-hand)
State Grant	Department of Commerce	\$980,000	Committed
Other Funds (e.g. State, Federal, Local, Grants, Private, Loans)			
State Grant	Department of Commerce (State Infrastructure Bonds)	\$1,455,000	Committed
Federal Grant	US Department of Commerce Economic Development Administration	7,031,300	Committed
Local Port of PT	Industrial Development District (IDD) Levy	5,398,700	Committed
Local Port of PT	Net Operating Income	1,379,000	Committed
Total Other:			
TOTAL PROJECT FUNDING		\$16,244,000	

ATTACHMENTS

None

RECOMMENDATION

None

PORT OF PORT TOWNSEND

AGENDA COVER SHEET

MEETING DATE	April 13, 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	VIII. B. IDD Levy Financial Report, Quarter 1, 2022
STAFF LEAD	Abigail Berg, Director of Finance and Administration
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 • IDD Quarter 1 2022 Report

PORT OF PORT TOWNSEND

INFORMATIONAL MEMO

DATE: 4/7/2022
TO: Port Commission
FROM: Abigail Berg, Director of Finance & Administration
SUBJECT: IDD Levy Financial Report, YTD Qtr. 1, 2022

ISSUE

NA

BACKGROUND/DISCUSSION

The purpose of this report is to keep the Commission apprised of the Industrial Development District (IDD) receipts and authorized capital expenditures activity during the term of the levy. It includes the annual budgeted tax receipts and capital project expenses as well as the actual year-to-date tax receipts and capital project expenses since the inception of the levy. In addition, we have included the running total of the estimated remaining levy amount that can be taxed, the annual millage rate, and the reserve fund balance as of the date of the reported quarter's reconciliation transfer.

Monthly IDD-funded capital expenses are paid from the Port's general fund, but the general fund is not reimbursed from the IDD reserve until the quarterly reconciliations are prepared and executed. When the quarter-end reconciliation is created and the transfer (reimbursement) is made to the general fund, those figures are entered into this report.

FISCAL IMPACT

The report shows the income, expenditures, and current balance of the IDD Reserve fund. Since this is only the 1st quarter of 2022 and it being winter, there's been little capital work performed. The largest project we anticipate starting in 2022 is the Point Hudson Jetty replacement which is a 2-year phased project. By the time we present the 2nd quarter IDD Financial Report, we should know whether this project will commence in 2022 or will have to wait until 2023.

RECOMMENDATION

NA

IDD Tax Levy Activity
as of end of Quarter 1, 2022

Details: This report provides the current quarter-to-date IDD capital expenses authorized to be funded by the IDD levy. It also includes the IDD levy receipts, quarter-to-date, and fund transfers made one month subsequent to quarter end, to reconcile capital work.

Approved by voters November 5, 2019

First year of collection 2020

Base Year AV 2019

Annual maximum millage rate per \$1,000

total estimated IDD Levy (updated Jan. 2022)

\$ 5,988,145,402
\$ 0.45
\$ 16,878,967

Annual millage rate

\$ 0.13

\$ 0.26

\$ 0.26

Total Received since start of levy

\$ 797,610

\$ 2,439,350

\$ 3,612,093

Estimated remaining balance to tax

\$ 16,069,613

\$ 14,435,324

\$ 11,801,035

	2020 (a)		2021		2022	
Revenues	budget	actual	budget	actual	budget	actual
total IDD Revenue	809,354	868,941	1,634,289	1,674,283	2,634,289	375,132
Capital Expenses						
Point Hudson Jetty Project (b)	590,000	194,646	300,000	191,369	2,030,000	66,542
Boat Haven Linear Dock Electrical (55%)	30,050	22,899	-	-	-	-
Main Stormwater Pump Station Repairs	-	-	100,000	53,497	-	-
Dock Renovation & Piling Replacement (b)	80,272	-	-	13,018	-	-
Sperry Bldgs. Capital Maintenance	-	-	70,000	30,117	100,000	-
Work & Boat Yard Electrical Design/Construction (b)	-	-	75,000	-	-	-
Quilcene Dredging Design	25,000	-	-	-	-	-
Moorage/Yard Office (Old Coast Guard Bldg.)	-	-	15,000	-	191,250	38,938
Northwest Yard Expansion	-	-	-	-	250,000	176
JCIA Underground Fuel Tank Replacement	-	-	-	-	100,000	-
BH Dock Renovation & Piling Replacement	-	-	-	-	133,191	-
70/75 Ton & 300 Ton Yard Electrical Design	-	-	-	-	30,000	-
70/75 Ton & 300 Ton Yard Electrical Infrastructure	-	-	-	-	75,000	-
BH Stormwater Treatment Compliance Upgrade	-	-	-	-	661,500	-
Quilcene Restoration Program	-	-	-	-	100,000	-
Point Hudson Preservation (incl. roofs)	-	-	-	-	40,000	-
total IDD Capital Expenses	725,322	217,545	560,000	288,001	3,710,941	105,656
Unused Current Year Remaining Levy	84,032	651,396	1,074,289	1,386,282	(1,076,652)	269,476
Ending IDD Reserve Account Balance		651,396		\$ 2,037,679		\$ 2,307,155

Notes:

(a) A budget for IDD Levy funding use was not developed in the original 2020 budget since the election results were not certified until after budget adoption. The voters did pass the IDD Levy referendum and on April 22, 2020, Port staff presented the Commission with a proposed budget for the 2020 IDD Levy capital expenditures. This was later revised several times during 2020.

(b) At the June 23, 2021 Commission meeting, an updated CIP budget for 2021 was approved. The Point Hudson Jetty project expense was increased from \$226,700 to \$300,000 due to permitting costs. The Dock Renovation & Piling Replacement project was removed from the 2021 budget, though expenses had already been incurred. The Work & Boat Yard Electrical Design project was increased from \$30,000 to \$75,000 so that it included Construction.

PORT OF PORT TOWNSEND

AGENDA COVER SHEET

MEETING DATE	April 13, 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	Sue Nelson, Lease and Contracts Administrator
REQUESTED	<input checked="" type="checkbox"/> Information <input type="checkbox"/> Motion/Action <input type="checkbox"/> Discussion
ATTACHMENTS	<ul style="list-style-type: none"> • Port Contracts Update • Lease Brief • Lease list

PORT OF PORT TOWNSEND

INFORMATIONAL MEMO

DATE: April 8, 2022

TO: Commissioners

FROM: Sue Nelson, Lease & Contracts Administrator

CC: Eron Berg, Executive Director

SUBJECT: **April 13, 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:
CBRE (Murray Brackett, MAI, Property Appraiser)	3/22/2022 (approx. 6 mos)	Property Appraisals reviews/consult BH & PH	\$7,500.00
Landau Associates, Inc.	Amend #1-Added \$10K (now \$25K), extended to 12/31/22	On-call stormwater	\$25,000.00
Merriman Municipal Consulting, LLC	3/1/22 - completion	Financial modeling master - Quilcene marina	\$10,000.00

PORT OF PORT TOWNSEND

AGENDA MEMO

DATE: 4/8/2022
TO: Commission
FROM: Sue Nelson, Lease & Contracts Administrator
SUBJECT: April 13, 2022, Lease Briefing

ISSUE

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

BACKGROUND

As of the beginning of this month the Port has **40** land leases, **38** building leases, **32** rental agreements and **4+** vacancies.

Vacant properties include Point Hudson: Northern half of duplex; Main Building water-view office. Boat Haven: two, possibility of three north-facing offices in the Nomura Building.

DISCUSSION

New Agreements:

- University of WA (Sea Grant) – month-to-month agreement for office 2-E in the Nomura Building. (Tenancy began 3/15/22-pro-rated rent for March)
- New Interlocal Agreement for Jefferson County Moderate Risk Waste Facility - now expires December 31, 2024. The Port will reimburse Jefferson County by 12/31/2024, for recent capital improvements made to the MRW by the County, for the 2024 vacation of premises.

Terminated Agreements:

- SEA Marine ended their month-to-month tenancy in the Cupola Annex, effective April 1 (relocating to sail loft in the Armory building).
- Randy Arnest provided 30-days' notice 3/30/22. He will be vacating his Point Hudson Main Building view-office on April 30, 2022.

April Rent Increases:

- **CPI Increase (4.6%):** D. Scheall; D. Broderson; Kulin/Vizinni (PT Rigging); S. Wexman
- **Market Rate Increase:** T. Lemanski; D. Pratt; Northrup/Hopkins; P. Hagen
- **Step Increase:** Marine Surveys & Assessments; Skookum

Leases in Holdover Status:

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

Miscellaneous:

- Eric and I met with Jim Gorski, Port Townsend Yacht Club regarding their lease which expires 2/28/26. We discussed options, including a lease extension with required capital improvements, building lease term options, a license & use agreement, and Port daily facility rentals. Options will be discussed amongst members at an upcoming club meeting.
- Eron and Matt met with Bruce Seton recently to discuss constructing a hangar(s) at the airport. I've been communicating with Bruce and found he is seriously interested in developing hangar site pad #5 at JCIA and is researching the costs to possibly develop site #6. Eric and I are working up lease specifics for his review, and if Mr. Seton would like to proceed, we will bring the lease/leases to the commission at a future meeting.
- Met with WDFW staff to show the Cupola Annex, which they are interested in renting. The intended use would be for storage. Possible building improvements were discussed, including a separate electric meter (large chest freezers would be stored inside), replacing the stairways with ramps, replacing carpets with a hard water-proof surface, installation of wider doors, and installation of a car charging station for DFW's electric vehicles in the "back 40" (dependent on commission approval of back 40 parking plan). Eron, Eric and I will be meeting with Dept. of Enterprise Services and WDFW staff to discuss amending their lease to include the Cupola House annex and to continue discussions on their need for additional parking/storage options in the "back 40".
- Eron, Eric and I met with Point Hudson tenants located within proximity to a maintenance project near the Armory Building. The Port removed old, barbed-wire fencing for a cleaner look, to enhance the City's creation of a pocket park near Key City Theater. Some tenants were concerned this would increase pedestrian traffic towards the Armory Building, becoming potential obstacles at outside work areas, areas that are not currently being rented exclusively to any of the building tenants.

FISCAL IMPACT

N/A

ATTACHMENTS

1. 2022 Lease List

RECOMMENDATIONS

For information only.

PORT OF PORT TOWNSEND LEASE LISTING

Boat Haven - PROPERTY	APRIL 2022			
LEASE NAME	Lease Amount	Lease Expiration	NEXT CPI/STEP Incr.	REMARKS
Admiral Ship Supply	1,860.13	1/31/2025*	2/1/2023	*One 5-yr option available.
Andersen Machine Shop	269.06	9/30/2027	10/1/2022	Land lease.
Andersen Machine Shop	57.00	Mo/Mo	6/1/2022	228 sf additional land for storage adjacent shop. 30 day notice for rate increases.
Armstrong Consolidated LLC	9,041.51	Mo/Mo	30-day notice	Discussing lease possibilities. 30-day notice for rate increases.
Armstrong Consolidated LLC	445.83	Mo/Mo	30-day notice	Additional space upstairs.
Blue Moose Café	620.84	10/31/2026*	5/1/2022	*5-yr option available. 24-mo step to market.
Crown Castle (cell tower)	13,833.96/yr	6/30/2025*	6/1/2022	*One 5-yr option remains. Pay one mo in arrears..
Crown Castle - AT&T Sub-Lease	939.12		9/1/2022	Annual lease renewal. 6.5% annual increase 9/2019-9/2022. Pay one mo in arrears.
Dave's Mobile Welding (Dave Fletcher)	3,002.19	8/31/2022*	9/1/2022	*Two 1-yr options remain.
Eagle Harbor Marine	274.59	Mo/Mo	9/1/2022	Land rental. 30-day notice for rent increases.
EDC Team Jefferson	790.01	Mo/Mo	7/1/2022	2nd floor Nomura Bldg (767 sf). 30--day notice for rent increases.
Ernst R. Baird (Haven Boatworks)	900.88	2/28/2029	3/1/2023	Land lease. Includes 6' x 50' Lumber rack.
Fine Yacht Interiors	1,316.19	5/31/2025*	6/1/2022	*One 3-yr option remains. Exercised 2nd option 6/1/22-5/31/25.
Flye, Todd dba On The Flye	375.47	1/31/2025	2/1/2023	Land lease-temporary structure. No options remain.
Gatheringplace	185.95	10/31/2022	N/A	Nomura Bldg, ground floor. License Agrmnt-"Raven Room", Nomura Bldg-Disabled trainging-dog biscuits. License eff. April 1, 2021.
Goolden, Leo (Sampson Boat Co)	983.68	Mo/Mo	6/1/2022	30-day notice for rent increases. (M/V Tally Ho project-expected up to 2 years.)
Haven Boatworks	1,269.22	Mo/Mo	1/1/2023	Former J&S Bldg., Haines St. 30-day notice for rent increases.
Jefferson County (Commission Bldg)	1,765.18	9/30/2026	10/1/2022	5-yr. 180 day termination notice-either party.
Jefferson County MRW	0.00	12/31/2024	N/A	Interlocal Agreement. Port to pay Jefferson Co. \$49,107.00 by 12/31/24 for depreciated capital improvements to MRW by the County.
Jochems Property Mgmt.	326.47	10/31/2026	1/1/2024	Land lease. CPI every two years, next 1/1/2024.
Johnson Fabrication	1,712.76	8/31/2022	6/1/2022	Port has 120-day option to terminate lease, due to building condition.
Key City Fish Co. (10th Street-seafood mrkt)	1,842.74	8/31/2023	9/1/2022	Seafood market.
Key City Fish Co. (Haines PL-refrigeration)	775.10	11/30/2024*	12/1/2022	*Two 5-yr options available.
Kimmel's Crab Shack	2,159.91	4/30/2049	5/1/2022	Land lease.
Kulin/Vizzini Svcs, Inc. (PT Rigging)	511.33	3/31/2030	4/1/2023	Land lease. 4.6% CPI applied.
NW Maritime Center (Marine Thrift)	614.34	1/31/2023*	2/1/2023	*Two 1-yr options remain.
NW School of Wooden BoatBuilding	509.78	6/30/2026*	7/1/2022	*One 5-yr option available. 25% of prevailing rate. Lease supersedes rent agrmnt.
Octopus Gardens Diving	896.00	6/30/2026	7/1/2022	24 mo. stepped rent to achieve market rate.
Olympic Boat Transport LLC	51.68	Mo/Mo	2/1/2023	Relocated crane next to Pete's Marine w/new mo-mo agreement, smaller footprint.
Pete Stein & Compass Woodwork	5,180.56	5/31/2026*	6/1/2022	*One 5-yr option available. Amended lease includes Bldg 2 & 3. 18-mo step rent. Paying Bldg 3 dep in full, continuing with stepped dep for Bldg 2.
Pete Stein & Compass Woodwork	94.00	Mo/Mo	6/1/2022	40'x8' land & 7'x8' land for equipment.
Pete's Marine Services	1,415.66	7/31/2023*	8/1/2022	*Two 1-yr options available.
Port Townsend Fuel Dock LLC	650.00	6/30/2024*	N/A	*One 5-yr term remains. 2% flowage fee pays rent. MR applies.
PT Furniture Clinic	616.99	1/31/2023*	2/1/2023	*Two 1-yr options remain.
PT Sailing Assoc. - License	412.80/yr	8/31/2022*	9/1/2022	*One 1-yr option remains. Use of land near Octopus Dive for sailing activities. CPI.
PT Sailing Assoc.	114.67	Mo/Mo	9/1/2022	Use of land near Octopus Dive for storage container.
Port Townsend Shipwrights, Inc.	6,030.15	7/31/2050	8/1/2022	Land lease. Market rate incr 8/1/30-every 10 yrs.
Pt Townsend Yacht Club	295.44	2/28/2026	3/1/2027	Land lease.
Revision Marine	2,020.22	12/31/2024	1/1/2023	Bldg/Land lease
Rubicon Yachts, LLC	1,515.00	11/30/2022	N/A	New 1-yr lease, effective December 1, 2021.
Sands, Guy & Kim (PT Brewing Co.)	3,273.12	5/31/2026*	6/1/2022	*Two 5-yr options remain. Bldg & Land.
Sands, Guy & Kim (PT Brewing Co)	150.00	Mo/Mo	10/1/2022	600 sf outdoor dining area.
Scow Bay Boats	498.41	9/30/2023*	10/1/2022	*One 3-yr option. Land lease-temporary structure.
Sea J's Café (Estate of Florence Jevne)	1,070.69	Mo/Mo	6/1/2022	Mo/Mo Building & Land agreement.
Skookum Corporation	915.01	3/31/2026*	4/1/2023	Annual step increases/*one 5-yr option/renting 3,036 sf lower floor, Nomura Bldg.
Sunrise Coffee	1,821.40	9/30/2031*	10/1/2022	*Two 5-yr options available. Deposit balance-6 installments.
Takaki, Jennifer (Marina Café)	531.20	12/31/2026	7/2/2022	5-year lease, stepped rent to achieve MR in 18 mos. Deposit in full.
Takaki, Jennifer (Marina Café)	99.00	Mo/Mo	10/1/2022	396 sf outdoor dining ara. CPI applies.
Thompson, Dave	687.49	Mo/Mo	11/1/2022	Land with temporary structures.
Tree Ring, LLC	130.68	Mo/Mo	3/1/2023	New month/month agreement-small office (2-G) upstairs, Nomura Bldg.
University of WA - Sea Grant	224.64	Mo/Mo	4/1/2023	Office 2-E, Nomura Bldg. Tenancy begins 3/15/22-pro-rated rent.
U. S. Coast Guard	5,488.05	9/30/2023	10/1/2022	Annual lease renewal & step increases.

PORT OF PORT TOWNSEND LEASE LISTING

Point Hudson - PROPERTY		APRIL 2022		
LEASE NAME	Lease Amount	Lease Expiration	NEXT CPI/ STEP Incr.	REMARKS
Arnest, Randy dba Studio 2020	354.00	Mo/Mo	7/1/2022	Small view office, Main Bldg. Added storage closet.
Best Coast Canvas	1,890.00	7/31/2022*	8/1/2022	Armory Bldg. *Two 1-yr options remain.
Brion Toss Yacht Rigging	812.28	8/31/2024	9/1/2022	Armory Bldg. 5-yr lease, no options.
Brooks, Cindy	37.80	Mo/Mo	N/A	54 sf floor in Armory Bldg thru June to work on wherry for 70/48 race
Commanders Beach House	2,177.36	4/30/2025	5/1/2022	Assignment to D & N Dionne. Deposit increased.
Doc's Marina Grill / TNT Restaurants LLC	2,928.12	4/30/2027	5/1/2022	Exercised last 5-yr option 5/1/22-4/30-27. Desires a new 10-yr lease.
GatheringPlace	N/A	N/A	N/A	Southern half of duplex. Leasehold exempt - Non-profit
Hagen Designs	600.77	Mo/Mo	4/1/2023	Archive rm, Main Bldg. Short term. MR applied.
Hanson of Port Townsend Inc.	345.78	5/31/2023*	6/1/2022	Armory Bldg. *Two 1-yr options remain: 6/22 , 6/23, 6/24.
Hudson Point Café	1,514.85	6/30/2025*	7/1/2022	Main Bldg. *One 5-yr option available.
Hudson Point Café Office #10, Main Bldg.	264.00	Mo/Mo	7/1/2022	Main Bldg. Restaurant view office.
Hudson Point Café Office #8	237.60	Mo/Mo	6/1/2022	Main Bldg. Restaurant storage, non-view office.
Hudson Point Café	117.73			Main Bldg - common area fee-restroom cleaning/stocking
Marine Resources Consultants Inc.	491.82	9/30/2022*	10/1/2022	Armory Bldg. *One 2-year option available.
Marine Surveys & Assessments	1,548.94	3/31/2024	4/1/2023	Cupola House. Scheduled step increases.
Mark Kielty Design	264.00	Mo/Mo	11/1/2022	Main Bldg., small view office.
Mark Kielty Design	7.77			PH Main Bldg - common area fee-restroom cleaning/stocking
Northwest Maritime Center	1,337.50	6/30/2051	7/1/2022	Former Landfall site-plan to build 3000 sf classroom.
Northwest Maritime Center (Swan Hotel)	516.00/yr	auto renew	6/1/2024	License-encroachment. MR every 3-yr. Port may term w/180-day notice
Puget Sound Express	1,106.50	12/31/2025	1/1/2023	No options remain.
Schooner Martha Foundation	756.29	12/31/2024*	1/1/2023	*One 5-yr option available.
SEA Green Partners d/b/a SEA Marine (Armory Bldg., sail loft space)	295.47 LET	Mar & Apr LET		No-rent access period (2 mo) for tenant improvements. 12.84% Leasehold Excise Tax to be paid for Mar & Apr-prior to 5/1/22 lease.
Shanghai Restaurant	2,472.01	10/31/2026	11/1/2022	No options remain.
Shanghai Restaurant	174.90			PH Main Bldg - common area fee-restroom cleaning/stocking
Shannon Partners LLC	2,242.14	6/30/2027	7/1/2022	Ground lease for SEA Marine facility.
The Artful Sailor	503.50	11/30/2022*	12/1/2022	Armory Bldg. *Two 1-yr options remain.
The Artful Sailor	429.80	Mo/Mo	2/1/2023	Armory Bldg. Expanding shop to include small shop north. of current shop.
U.S. Customs	3,034.75	12/20/2027	GSA determines	Hospital Bldg. Accepted 5-yr option 12/2022 - 12/2027
Uptown Dental Clinic	260.00	Mo/Mo	11/1/2022	Northern half of duplex, second floor, 90 sf office.
Washington Dept. of Fish & Wildlife	8,430.97	3/21/2024*	N/A	Hospital Bldg. *One 5-yr option.
Waterline Boats, LLC	\$ 264.00	Mo/Mo	7/1/2022	Main Bldg, small view office.

PORT OF PORT TOWNSEND LEASE LISTING

JCIA - PROPERTY	APRIL 2022			
LEASE NAME	Lease Amount	Lease Expiration	NEXT CPI/ Step Incr.	REMARKS
A Hangar Condo Association	1,108.08	11/20/2045	12/1/2022	Land lease. Hangars 'E' & 'F'.
Aurora Aircraft Maint & Restoration	523.49	10/31/2026*	11/1/2022	*One 5-yr option remains.
Aurora Aircraft Maint & Restoration		12/31/2023	N/A	Fuel Concession. If Erickson replaces tank, one more 5-yr option available. Port is paid 2%/fuel sales for lease.
Broderson, Dennis	58.28	2/28/2016	3/1/2023	T-hangar pad LEASE T-403(Q) '22 adopted rate appld (7c/sf)
Dow Jeffery & Jorja	344.91	12/31/2028	8/1/2022	Land lease. Hangar 'D'.
Eber, Lorenz	60.00	Mo/Mo	12/1/2022	T-hangar pad, #T-404(P)
Erickson, Warren & Karen	173.65	7/26/2057	3/1/2023	Land lease. Hangar '4-B'.
G Hangar Condo Assoc.	535.79	6/9/2047	7/1/2022	Land lease.
Grandy, Richard	174.16	7/26/2057	3/1/2023	Land lease. Hangar '4-A'.
H-Hangar Corp., Inc.	498.04	6/22/2049	7/1/2022	Land lease.
Hangar C Group LLC	518.78	4/30/2053	12/1/2022	Settled 2/25/21: Amend #6: Ext. term.
Hangar J Lease (Holt)	244.56	10/1/2050	10/1/2022	Land lease.
Hood Canal Aviation LLC/Jim Piper	173.65	7/26/2057	3/1/2023	Land lease. Hangar '4-C'.
JEFFCO Hangar Assoc., Inc.	682.14	11/30/2041	12/1/2022	11,369 sf, hangar site 'I'.
K-Hangar Assoc. @ JCIA	507.26	4/25/2049	5/1/2022	Land lease.
L Hangar Condo Assoc @JCIA	585.34	10/31/2048	10/1/2022	Land lease.
Lemanski, Tom & Linda	70.00	Mo/Mo	3/1/2023	T-hangar pad, T-405. 2022 adopted rate applied (7c/sf)
Marlow, William (December Annual)	150.00/yr	N/A	N/A	Easement effective until terminated
Morrison, Neil/Lark Leasing	166.51	4/30/2053	5/1/2022	Land lease. Hangar 'N-North'.
Morrison, Neil	166.51	4/30/2053	5/1/2022	Land lease. Hangar 'N-South'.
Northrup, Mildred/Hopkins	70.00	Mo/Mo	3/1/2023	T-hangar pad, T-406(M). 2022 adopted rate applied (7c/sf)
NW Hangars LLC	1,778.99	7/26/2057	3/1/2023	Land lease. Hangars '7' & '8'.
Port Townsend Aero Museum	378.00	7/31/2052*	5/1/2022	*One 25-yr option. Museum bldg-land lease.
Port Townsend Aero Museum	324.00	7/31/2052*	5/1/2022	*One 25-yr opt. Museum bldg-land lease (expan.).
Port Townsend Aero Museum	557.28	7/31/2052*	5/1/2022	*One-25 yr option. Maintenance bldg-land lease.
Port Townsend Aero Museum	221.59	4/30/2053	5/1/2022	M' Hangar. Separate land lease.
Port Townsend Aero Museum	60.00	Mo/Mo	5/1/2022	T-hangar pad, T-400(S)
Port Townsend Aircraft Services	280.20	6/30/2035*	7/1/2022	*Two 10-yr options.
Pratt Sr., David	70.00	Mo/Mo	3/1/2023	T-hangar pad, T-401(N). 2022 adopted rate applied (7c/sf)
Scheall, Daniel	58.28	2/28/2026	3/1/2023	T-hangar pad LEASE T-402(O)'22 adopted rate appld (7c/sf)
Spruce Goose	218.57	9/30/2029*	10/1/2022	*Two 5-yr options. CPI/MR apply.
Wexman, Scott & Diana Levin	252.48	3/31/2053	4/1/2023	Land lease. Hangar 'O'. 4.6% CPI applied.

PORT OF PORT TOWNSEND LEASE LISTING

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