



2nd Monthly Meeting Agenda
Wednesday, May 25, 2022, 5:30 p.m.

To be held in person at the Point Hudson Pavilion Building, 355 Hudson Street, Port Townsend
and also online

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

- I. Call to Order / Pledge of Allegiance
- II. Approval of Agenda
- III. Public Comments
- IV. Consent Agenda
 - A. Approval of Workshop & Business Meeting Minutes from May 11, 2022 1-7
 - B. Approval & Ratification of Warrants..... 8-23
 - C. Dave’s Mobile Welding / ACI Lease Assignment..... 24-52
- V. Special Recognition:53
 - Karen Erickson Retirement
 - Jean Jameson Retirement
 - Trevor Manners anniversary of five (5) years at the Port
- VI. Second Reading ~ none
- VII. First Reading ~ none
- VIII. Regular Business
 - A. Meeting Procedures..... 54-60
 - Hybrid Format
 - Written communications/meeting materials
 - B. Reflections from Retreat; Commission Follow-up Discussion61
- IX. Staff Comments
- X. Commissioner Comments
- XI. Next Public Workshop & Regular Business Meeting: Wednesday, June 8, 2022,
at Pavilion Bldg. & via Zoom, with Public Workshop at 9:30 a.m. and Regular Meeting at 1:00 p.m.
- XII. Executive Session ~ per RCW 42.30.110 1B to consider the selection of a site or acquisition of real estate,
with no expected action.
- XIII. Adjournment
- Informational Items.....62
 - Commission Contracts Update.....63

PORT COMMISSION PUBLIC WORKSHOP – May 11, 2022

The Port of Port Townsend Commission met for a Public Workshop
Port Townsend Yacht Club, 2503 Washington Street & online via Zoom

Present: Commissioner Petranek
Executive Director Berg
Deputy Director Toews
Finance Director Berg
Operations Manager Sparks
Harbormaster Ferrero
Recorder Erickson

*Present online via Zoom: Commissioners Hasse & Hanke
Director of Capital Projects & Port Engineer Klontz

I. CALL TO ORDER:

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

II. AGENDA:

- Seasonal 70/75 ton Boatyard Rates
Commissioners and staff discussed the Seasonal Discount rates. In the end, it was decided to allow current rates to go forward without seasonal discount this coming fall. Staff will do a comparative rate & availability study to consider for the 2023 rates later this year.

III. ADJOURNMENT:

The Workshop adjourned at 10:28 a.m.

ATTEST:

Pamela A. Petranek, President

Peter W. Hanke, Secretary

Carol Hasse, Vice President

PORT COMMISSION REGULAR BUSINESS MEETING – Wednesday, May 11, 2022, 1:00 p.m.

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 Petranek
Deputy Director Toews
Director of Finance & Administration Berg
Harbormaster Ferrero
Operations Manager Sparks
Lease Administrator Nelson
Port Recorder Erickson

Present via Zoom online video: Commissioners Hanke & Hasse
Port Engineer & Director of Capital Projects Klontz
Port Attorney Woolson

I. CALL TO ORDER & PLEDGE OF ALLEGIANCE (00:00:14)

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

II. APPROVAL OF AGENDA (00:01:22)

Commissioner Petranek asked that the agenda be changed by adding an Executive Session per RCW 42.30.110 1B to consider the selection of a site or acquisition of real estate.

Agenda was approved as changed by unanimous consent.

III. PUBLIC COMMENTS (00:02:56)

Scott Walker commented that he had a boat at D dock, and can rarely get a parking space near the ramp to access his boat because ACI is using that area for employee parking, and also a crane and their trucks. He said he was willing to pay for parking, and asked the Commission to work on a parking solution, since currently the Port is giving away parking.

Ronnie O'Flaherty has a sailboat she is working on, and wonders what it takes to get a monthly rate as opposed to the nightly rate for moorage she has currently.

Pete Gillis asked whether background checks were really necessary for someone like him who's lived and worked here in Port Townsend for many years. He asked if it was legal to require one for moorage tenants, and did Commissioners vote for it. He also requested that Commission meetings be held after work hours.

Commissioner Petranek asked the Commission what their understanding was for public comments. Is every letter written to the commission automatically a public comment? She said she has been checking with each person writing her to see if they want their comments posted as public comments for the next meeting, or just treated as correspondence. Commissioner Hanke said that all correspondence is public record, and acknowledge that their comments were read, and their letters are all on the Port's website. Commissioner Hasse said if the commentator wants them to be read into the record, they can do that either via Zoom or in person, otherwise it will be posted on the website. Executive Director Berg said his policy has been that anything that comes to the Commission is either in the packet or posted as late materials on the website for transparency's sake. Commissioners generally agreed that they would consider any letter written to them as a public comment for the next meeting, unless they asked for it not to be; and Commissioners can ask them to confirm that they want their correspondence as a public comment.

IV. CONSENT AGENDA (00:32:17)

- A. Approval of Regular Business Meeting Minutes from April 27, 2022.
- B. Approval & Ratification of Warrants
 - Warrant #065164 through #065166 in the amount of \$556.00 for Accounts Payable.
 - Warrant #065167 through #065173 in the amount of \$28,351.60 and Electronic Payment in the amount of \$174,636.39 for Payroll and Benefits.
 - Warrant #065174 in the amount of \$1,000.00 for Accounts Payable.
 - Warrant #065175 through #065237 in the amount of \$179,390.42 for Accounts Payable.
- C. Accounts Receivable Write-off/Collection Register

Commissioner Hanke moved to approve the Consent Agenda, and it was approved by unanimous consent.

V. SPECIAL PRESENTATION: RECOGNITION OF 20 YEARS AT THE PORT FOR JEAN JAMESON (00:32:52)

Director of Finance & Administration Berg said that Jean had worked the entire 20 years in the same position—Accounts Receivable / Billings Accountant—and words to describe her are dedicated, precise, reliable, humble, kind, and generous. She's a woman who loves decorating for Christmas, provides chocolate for anyone coming to see her, and many of her customers stop to chat, bring their dogs (who get treats, too). She has moved to three new locations, worked under 4 Executive Directors, 3 Finance directors, and used 3 different brands of marina software. Ms. Berg thanked Ms. Jameson for her unwavering, dedicated work and her generous, gracious attitude to our customers.

Lease & Contracts Administrator Nelson said that she had enjoyed working with Jean all those twenty years together and Jean had helped her a lot with leases.

Executive Director Berg said that Ms. Jameson was a pillar of the Port—a backbone whose work we may not see, but we see the results of her work, which is critical to the Port.

Deputy Director Toews said that Jean is an absolute rock—one of the foundation stones of this organization—and he enjoyed working with her.

Harbormaster Ferrero said that much of where he is today is because of how Ms. Jameson had helped connect the Marina Office with the Accounting Office, and he appreciated all the time she'd spent with him to do this.

Jean Jameson said she didn't know where she'd be if the Port hadn't hired her and would never be able to thank the Port for all it has given her. She said she has loved her job all these years.

Commissioner Hasse thanked Jean for modeling kindness, thoughtfulness, and perseverance in her work, and said and she was sorry she didn't get to work with her more than 20 years.

Commissioner Hanke said that he was often tempted to stop by Jean's desk for the candy and enjoyed their conversations. He commended her for her consistency through the years, her accuracy and dedication, and for dealing so calmly with irate customers having to pay their bills.

VI. SECOND READING ~ none

VII. FIRST READING ~ none

VIII. REGULAR BUSINESS (00:42:02)

A. QUILCENE MEETING REPORT (00:43:56)

Executive Director Berg commented that the Commissioners' meeting packet contained everything that was provided at the meeting with the community in Quilcene, including a model which staff developed as a tool. This tool is intended to look forward and help inform potential decisions about investments and revenues. He said ultimately staff hopes to use it as a tool with other port properties to imagine the shape of the future and make decisions. He described the Quilcene community meeting on May 3rd as a bit smaller than previous meetings,

but it was a positive discussion. He said Deputy Director Toews would give the overview of how the meeting concluded, followed by Ray Canterbury, who would describe the meeting.

Deputy Director Toews said that staff had a great experience meeting with the Quilcene community, starting with a community survey last summer, and almost monthly meetings starting last fall with three alternatives. After 5 meetings, he said that staff had heard the community's request to rehabilitate and maintain Port facilities before doing any substantial change or new developments. What they discussed at the May 3rd meeting was a draft of a preferred alternative, and if confirmed by the group, staff would do a cost estimate, draft a multi-year Capital Plan and present it to the Commission as the Quilcene community's preferred plan. To that end, staff plans to return to Quilcene on June 7th with a document like the draft presented on May 3rd, but augmented with further detail, costs, project timing; they will seek affirmation from the community, and then bring the resulting plan forward.

Ray Canterbury, resident of Quilcene, who attended the meeting gave a report from the community's perspective and said that Mr. Toews stated the situation very well. He said that the general consensus went over the details of the proposal, and Port staff had done a good job coming up with a middle ground on the alternatives. The details on the proposal were well presented and are something the community supports: maintenance of current facilities, dredging, making the boat launch safe and ergonomic, a dry campsite area for small RV's, a "Portland Lou*" type of plumbed outdoor toilet and an outdoor shower for people who use the beach. He said the community is hoping that the rural nature will be preserved along with public access. *Mr. Berg described the Portland Lou as a plumbed toilet facility that is unheated and lit, discourages camping out and resists graffiti, but is also easily cleaned & maintained with a hose. He said that this would be a great solution for the head of the Larry Scott Trail, too.

B. FUTURE MEETING FORMAT (00: 55:11)

Executive Director Berg asked what format the Commission would like to use for its meetings following the expiration of the Governor's emergency orders at the end of the month, when hybrid meetings are no longer required. He said that unless the Commission would like to have the Port's general counsel attend in person, the meetings would continue to have equipment and connections for remote attendance, so a hybrid option that is also open to the public will not be difficult for regular meetings and workshops. He noted that Port staff have heard from the community that they appreciate being able to participate in the meetings remotely. If the Commission desires to maintain this capability, staff will propose an amendment to Resolution 763-22 that includes remote attendance and participation by the public.

Commissioner Hasse would like to stay with the remote option because it is not only safer during times of illness, but greener as no commuting using fossil fuels would be necessary.

Commissioner Petranek said she was in favor of the Port Commission meetings being held in hybrid with an online option.

C. INTERGOVERNMENTAL COLLABORATIVE GROUP (ICG) MEETING PREPARATION:
CAPITAL PROJECT LIST (01:01:05)

Executive Director Berg said he had forwarded a letter from Jefferson County Commissioner Kate Dean regarding capital projects in preparation for the ICG meeting on Thursday, May 19, 2022. He said the agenda for that meeting is matching infrastructure priorities to funding, and non-ICG member governmental agencies had been invited to participate. He asked for a consensus of key priority projects to send to ICG which we would consider for federal funding or partner funding opportunities.

Commissioner Hanke asked if there were a funding amount staff was seeking for each project, for instance the Point Hudson Jetty project. Mr. Berg reminded Commission that no funds would be distributed at the ICG meeting. This is more about educating each other about our critical projects (currently unfunded), how they affect the community and their costs, and hopefully there might be a matching of potential funding, and the ICG would help support its individual members in seeking those dollars.

Commissioner Petranek listed her top five priority projects:

- Anything unfunded for the Point Hudson Jetty
- Northwest Boatyard expansion
- Quilcene – focusing on recreational community-wide projects)
- 300-ton lift backup and replacement
- JCIA Industrial Park infrastructure for marine trades

Commissioner Hanke said he'd pick the same list as Commissioner Petranek.

Commissioner Hasse listed her top five priorities from the Capital Projects list, saying that she concentrated on joint projects.

- Quilcene - recreational park, building maintenance
- Point Hudson building preservation – historical preservation
- Cantilevered esplanade at Point Hudson
- 300-ton southwestern expansion of the Boat Haven boatyard
- Clean/green diesel from Cherry Point, adding a new tank at Boat Haven for this.
- Eco-industrial Park at JCIA, including the pilot terminal
- Climate Change Action Plan, affordable housing and other problems that are facing our community that require all of these government entities to work together.

Executive Director Berg said that the list needs to be whittled down a little. He suggested taking the Point Hudson Jetty off, under the theory that it cannot receive any further federal funding. He then commented on other projects on the list, in an attempt to whittle it down. He heard that Commissioners would like to focus on (1) western boatyard expansion, (2) Quilcene, (3) 300-ton lift, (4) JCIA eco-industrial park, (5) Point Hudson building preservation plan, (6) cantilevered esplanade at Point Hudson, and (7) green fuel facilities, which is 7 projects.

Commissioner Hanke agreed that the fuel needs to be upgraded at both the marina and airport. He felt that the esplanade is crucial in getting people off the road, which would be a great improvement.

Commissioner Petranek would prioritize fixing Port critical infrastructure like historical preservation at Point Hudson, which we've learned is expensive.

Commissioner Hanke asked what's easier to building with other funds, and there followed a discussion regarding what funds might be available for which projects. Commissioners agreed that the first 5 projects Mr. Berg had listed were the top 5 and after discussion and input from staff decided to add the esplanade as the 6th project.

IX. STAFF COMMENTS (01:28:47)

Executive Director Berg commented that the latest edition of the Port Report had just come out. He thanked Diana Talley who organized the photo piece and Lease and Contracts Administrator Nelson for coming up with the initial idea to interview a woman captain, which lead to the theme of women in maritime. He noted that the Port Retreat would be on May 18th & 19th from

10:00 a.m. to 3:00 p.m. each day. He also reported that he had attended the WPPA Spring meeting where he learned quite a bit, including a course on records' management.

Deputy Director Toews commented that he had good news: (1) the EDA grant is signed and delivered to the US Dept. of Commerce Economic Development Administration (EDA) for the Point Hudson Jetty for \$7.031 million; and (2) the Port was successful on a Boating Infrastructure Grant (BIG) Tier II for Boat Haven's linear dock—one of twelve projects funded in the nation, and the only one in Washington. He thanked Lisa Wilson and Ross Widener for their help in putting the BIG grant together. He reported that he and Executive Director Berg had attended a constructive meeting with the local community at the Gardiner Community Center, along with County Commissioner Brotherton and Sheriff Nole discussing a wide range of issues, including the Port's boat ramp project there. He said approximately 60 people attended, and staff received great comments about how to refine the project—they are concerned about parking and scope of the project; the consensus was to do the minimum necessary to repair the boat ramp.

Director of Finance and Administration Berg said the Port had hired a replacement for Karen Erickson; Joanna Sanders (current City clerk) will start at the beginning of June. She said Jean Jameson's replacement, Jeanine Johanson, had started working with Jean and things are going well. She was happy to convey that she had finished the Annual Report (part of today's meeting packet) on time. She said she plans to attend the WPPA Finance Directors' meeting in June where she will be giving a presentation on reporting to the Commission and the public.

Port Engineer Klontz commented that the contractor open house for the Point Hudson Jetty project had been rescheduled to Friday, May 13. The Port will advertise for bids later this month. He reported the evening before he had attended the second Sims Way Gateway and Boatyard Expansion project stakeholders meeting. It was a fruitful discussion; attendees were cordial and civil despite not agreeing on the project, they were willing to listen to other points of view. That group will be meeting about every 3 weeks until late August when they hope to present out, starting with the City Parks & Recreation Department.

Harbormaster Ferrero said that the work yard was still at 101% occupancy through April and staff is doing weekly check-ins on the haul-out schedule, making sure everyone is on schedule to be hauled. He reported that the Point Hudson Marina guest monthly boats had moved to Boat Haven, and that the cruise ships have started coming to Union Dock every Thursday and sometimes on Saturday, carrying 60-80 people.

Operations Manager Sparks said that the Pavilion building would be ready for the Port retreat next week. As for the old Coast Guard building / new Boat Haven Marina Office, the inside was done, and maintenance teams were working on the outside. The current marina office will become the airport terminal, and the project is in septic design phase now. He said he was hoping it would be moved in the fall with occupancy possibly in early 2023. He said that the 300-ton Travelift had a main bearing that may be going out, which was discovered after scheduling down time for routine maintenance this summer.

Lease Administrator Nelson reviewed her lease brief starting with new leases: SEA Marine will begin leasing the Armory Building sail loft space on May 1st, Station Prairie, LLC (Seton) will start a 50-year lease at JCIA Hangar site #5, and Sail Port Townsend, a woman-owned business will begin a month-to-month agreement on May 1, 2022, for an office in the Nomura Building. She said there were at least two more office spaces available in the Nomura building. She relayed that Best Coast Canvas had exercised option 2 of 3 for another year through July 31, 2023. She noted that Key City Public Theater is licensed to use a 1600 sq ft parcel of land at Point Hudson for an annual fundraising event June 24 & 25. She said that staff would bring a proposed Lease

Assignment of Dave's Mobile Welding to Armstrong Consolidated, LLC to the May 25, 2022, commission meeting.

Port Counsel Woolson said he had attended the Washington Airport Manager Association meeting.

X. COMMISSIONER COMMENTS (01:49:09)

Commissioner Hasse thanked former Commissioner Steve Tucker who volunteered to help the MRC set the eel grass buoys using the Port's boat. She commented that the WPPA Spring Meeting was held in Skamania, near where she grew up, and she thought their classes and speakers were excellent; she learned that the Port of Camas / Washougal has their energy use assessed and dialed in, and she'd like to bring those ideas to our Port.

Commissioner Hanke commented that the WPPA had lost three top people to retirement, one of whom was a lobbyist, and he noted that WPPA's greatest asset is their lobbying capability. He reminded everyone present that the Port's lease policy was formed with the input from a lot of stakeholders throughout the Port in addition to staff; the big message is "fair market value" and "transparency" – it reflects the desire of tenants and doesn't need a complete overhaul.

Commissioner Petranek said that she had attended the monthly EDC Board meeting and reported that the confidentiality rules were still unresolved. The Board is looking at getting Transit on the EDC board to promote Park & Ride and have fewer cars downtown. EDC Director, Cindy Brooks is setting up financial accountability, a small business advisory service. She did a walk-about with representative Derek Kilmer and Port staff at Boat Haven and looked at the Point Hudson Jetty. Executive Director Berg, Deputy Director Toews and she participated in another KPTZ "Our Working Waterfront" interview to be aired Friday 5/13 at noon, with a general theme of community, staff and 'electeds' working together. She attended another EDC meeting "the Area Sector Analysis Work Group", which aims to get economic data for all of Jefferson County.

XI. Next Meeting of the Commission (01:57:47): Commission Retreat on Wednesday & Thursday, May 18 & 19 from 10:00 a.m. to 3:00 p.m. at the Point Hudson Pavilion, 355 Hudson Street, Port Townsend & via Zoom. The next Regular Business Meeting: Wednesday, May 25, 2022; 5:30 p.m., at the Pavilion Building & via Zoom.

XII. EXECUTIVE SESSION (01:58:28): per RCW 42.30.110 1B to consider the selection of a site or acquisition of real estate. Commissioner Petranek went into Executive Session at 2:58 p.m. for approximately 30 minutes with no action likely afterwards.

XIII. ADJOURNMENT: the meeting was reopened and adjourned at 3:21 p.m., there being no further business before the Commission.

ATTEST:

Pamela A. Petranek, President

Peter W. Hanke, Secretary

Carol L. Hasse, Vice President



PO Box 1180 • Port Townsend, WA 98368

Administration: (360) 385-0656
3988

Operations: (360) 385-2355

Fax: (360) 385-

WARRANT/ELECTRONIC PAYMENT APPROVAL

We, the undersigned, as Commissioners and Auditing Officer of the Port of Port Townsend, in Jefferson County, Washington, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, and that the claims are just, due and unpaid obligations against the Port of Port Townsend, that we are authorized to authenticate and certify to said claim and that payment of these claims, in Warrant No 065238 through No. 065240 generated on April 15th, 2022 in the amount of \$5,970.85 and Electronic Payment in the amount of \$103,196.12, for a total amount of \$109,166.97 is ratified.

Signed and Authenticated on this 25th day of May, 2022.

For: **Payroll and Benefits**

Commissioner Pam Petranek

Commissioner Carol Hasse

Commissioner Pete W. Hanke

S. Abigail Berg, Director of Finance
And Administration



PO Box 1180 • Port Townsend, WA 98368

Administration: (360) 385-0656

Operations: (360) 385-2355

Fax: (360) 385-3988

WARRANT APPROVAL

We, the undersigned, as Commissioners and Auditing Officer of the Port of Port Townsend, in Jefferson County, Washington, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, and that the claims is a just, due and unpaid obligation of the Port of Port Townsend, that I am authorized to authenticate and certify to said claim and that these claims, in Warrant No 065241 through No. 065289, are approved for payment in the amount of \$56,988.19 on this 25th day of May, 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: 5/25/2022
Register Number: CD-000927

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
0000065241	5/25/2022	ADM002	Admiral Ship Supply Inc. 4/2022 STATEMENT	4/30/2022	496.04	0.00	496.04
0000065242	5/25/2022	AIR010	Air Flo Heating Co. 75713448	5/6/2022	11,987.91	0.00	11,987.91
0000065243	5/25/2022	AVC050	Avcom Company 05010122	5/11/2022	794.41	0.00	794.41
0000065244	5/25/2022	AWC001	Assoc. Of Washington Cities 97670	5/6/2022	560.66	0.00	560.66
0000065245	5/25/2022	BAN005	Bank of America 5/5/22 STATEMENT	5/5/2022	6,741.58	0.00	6,741.58
0000065246	5/25/2022	BOT040	Botero & Son Electrical LLC 22-2388 22-2389	4/27/2022 5/11/2022	3,318.37 4,511.59	0.00 0.00	3,318.37 4,511.59
Check 0000065246 Total:					7,829.96	0.00	7,829.96
0000065247	5/25/2022	CAM015	Craig Campbell REFUND 5/4/22	5/4/2022	32.21	0.00	32.21
0000065248	5/25/2022	CED005	CED 59481019582	5/5/2022	58.91	0.00	58.91
0000065249	5/25/2022	CEN030	CenturyLink 5/1/22 STATEMENT	5/1/2022	200.00	0.00	200.00
0000065250	5/25/2022	CEN035	CenturyLink 5/8/22 STATEMENTS	5/8/2022	454.07	0.00	454.07
0000065251	5/25/2022	CIT001	City Of Port Townsend 4/30/22 STATEMENT	4/30/2022	333.45	0.00	333.45
0000065252	5/25/2022	DAI001	Daily Journal of Commerce 3378091	5/4/2022	137.80	0.00	137.80
0000065253	5/25/2022	DEL070	Delta Water Technologies, LLC 171185	5/5/2022	643.55	0.00	643.55
0000065254	5/25/2022	DLL010	D L Logos 3962	5/5/2022	57.28	0.00	57.28
0000065255	5/25/2022	EGN030	Jim & Ana Egnew REFUND 5/13/22	5/13/2022	34.76	0.00	34.76
0000065256	5/25/2022	FER001	Ferrellgas 5006995801	4/26/2022	599.61	0.00	599.61
0000065257	5/25/2022	FIS020	Fish N Hole 5604815	5/4/2022	59.59	0.00	59.59
0000065258	5/25/2022	FLO025	Curt Florcke REFUND 4/27/22	4/27/2022	126.47	0.00	126.47
0000065259	5/25/2022	HIG020	Highway Specialties LLC 0001739-IN	5/6/2022	283.66	0.00	283.66
0000065260	5/25/2022	INS070	Insight Strategic Partners, LLC 3977	4/30/2022	3,250.00	0.00	3,250.00
0000065261	5/25/2022	JEF030	Jefferson Healthcare M PHIPPS 2/7/22	2/7/2022	314.18	0.00	314.18
0000065262	5/25/2022	JOH025	Johnson Controls Fire Protection LP 41539217	3/28/2022	576.27	0.00	576.27
0000065263	5/25/2022	KEN010	Kendrick Equipment U50668	4/28/2022	161.33	0.00	161.33
0000065264	5/25/2022	LEM040	Lemay Mobile Shredding 4744883S185	5/1/2022	13.65	0.00	13.65

Run Date: 5/18/2022 2:26:39PM
A/P Date: 5/25/2022

Page: 1
User Logon: DLF

Check Register
Journal Posting Date: 5/25/2022
Register Number: CD-000927

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
0000065265	5/25/2022	MAN085	Trevor Manners				Check Entry Number: 001
			UNIFORM EXP 5/22	5/25/2022	130.55	0.00	130.55
0000065266	5/25/2022	NOR002	Northwest Marine Trade Assn				Check Entry Number: 001
			221010	5/2/2022	515.00	0.00	515.00
0000065267	5/25/2022	OES001	OESD 114				Check Entry Number: 001
			2122001388	5/15/2022	4,029.00	0.00	4,029.00
0000065268	5/25/2022	OLY002	The Home Depot Pro Institutional				Check Entry Number: 001
			673239646	3/9/2022	87.78	0.00	87.78
			675863328	3/23/2022	150.99	0.00	150.99
			680094539	4/14/2022	24.25	0.00	24.25
			680815529	4/19/2022	2.69	0.00	2.69
Check 0000065268 Total:					265.71	0.00	265.71
0000065269	5/25/2022	OLY003	Olympic Springs, Inc.				Check Entry Number: 001
			347505	4/7/2022	9.76	0.00	9.76
0000065270	5/25/2022	PIN010	Pinnacle Investigations Corp				Check Entry Number: 001
			79568	5/16/2022	48.35	0.00	48.35
0000065271	5/25/2022	POR005	Port Townsend Leader				Check Entry Number: 001
			109696	5/1/2022	65.50	0.00	65.50
0000065272	5/25/2022	POR065	Port of Port Townsend				Check Entry Number: 001
			CAMPBELL REFUND	5/4/2022	965.86	0.00	965.86
0000065273	5/25/2022	PUD001	Pud District #1				Check Entry Number: 001
			5/11/22 STATEMENTS	5/11/2022	41.82	0.00	41.82
0000065274	5/25/2022	QUI001	Quill Corporation				Check Entry Number: 001
			24964493	5/5/2022	430.13	0.00	430.13
0000065275	5/25/2022	REI002	Reid Middleton Co				Check Entry Number: 001
			2205035	5/13/2022	3,500.00	0.00	3,500.00
0000065276	5/25/2022	ROD030	Rodda Paint				Check Entry Number: 001
			44169419	4/28/2022	568.76	0.00	568.76
			44169538	5/4/2022	207.56	0.00	207.56
			44169698	5/11/2022	156.67	0.00	156.67
Check 0000065276 Total:					932.99	0.00	932.99
0000065277	5/25/2022	ROT030	Dane Roth				Check Entry Number: 001
			REFUND 5/3/2022	5/3/2022	31.73	0.00	31.73
0000065278	5/25/2022	SEC010	Security Services				Check Entry Number: 001
			122107	5/1/2022	190.85	0.00	190.85
0000065279	5/25/2022	SHO010	Shold Excavating Inc				Check Entry Number: 001
			67713	5/9/2022	748.97	0.00	748.97
0000065280	5/25/2022	SNO030	Laura Snodgrass				Check Entry Number: 001
			UNIFORM EXPENSE 5/22	5/10/2022	183.14	0.00	183.14
0000065281	5/25/2022	SOU055	Sound Publishing, Inc				Check Entry Number: 001
			8062084	4/30/2022	1,623.30	0.00	1,623.30
0000065282	5/25/2022	STE085	Shane Stewart				Check Entry Number: 001
			REFUND 05/11/22	5/11/2022	786.85	0.00	786.85
0000065283	5/25/2022	TAC001	Tacoma Screw Products, Inc				Check Entry Number: 001
			140043148-00	5/11/2022	150.72	0.00	150.72
0000065284	5/25/2022	TER030	Terrapin Architecture PC				Check Entry Number: 001
			22-162	5/4/2022	900.00	0.00	900.00
0000065285	5/25/2022	ULI040	ULINE				Check Entry Number: 001
			146483599	3/17/2022	177.69	0.00	177.69
			148251156	4/28/2022	3,438.22	0.00	3,438.22

Run Date: 5/18/2022 2:26:39PM
A/P Date: 5/25/2022

Page: 2
User Logon: DLF

Check Register
 Journal Posting Date: 5/25/2022
 Register Number: CD-000927

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 0000065285 Total:					3,615.91	0.00
						3,615.91
0000065286	5/25/2022	UPS070	UPS Supply Chain Solutions, Inc			Check Entry Number: 001
			1571286391	5/11/2022	208.55	208.55
0000065287	5/25/2022	US0001	United States Postal Service			Check Entry Number: 001
			QTR2 2022 30612675	5/25/2022	1,500.00	1,500.00
0000065288	5/25/2022	VEN070	VenTek International			Check Entry Number: 001
			132139	5/1/2022	103.65	103.65
0000065289	5/25/2022	WIN003	Windridge Solutions			Check Entry Number: 001
			563	5/11/2022	262.50	262.50
Report Total:					56,988.19	0.00
						56,988.19



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 **\$9,469.11 is ratified.**

Signed and Authenticated on this **25th** day of **May**, 2022.

For: Washington State, Department of Revenue

Combined Excise Tax Return – for ***April, 2022*** in the amount of ***\$9,469.11.***

Commissioner Pam Petranek

Commissioner Carol Hasse

Commissioner Pete W. Hanke

S. Abigail Berg, Director of Finance
and Administration

Washington State Department of Revenue

Your Return has been submitted and your confirmation number is **0-026-572-513**

Below is information from your Monthly Return for the period ending April 30, 2022

Filing Date	May 9, 2022
Account ID	161-000-044
Primary Name	BOAT HAVEN FUEL DOCK
Payment Method	ACH Debit/E-Check
Payment Effective	May 11, 2022
Total Tax	11,824.21
Total Credits	2,355.10
Total Due	9,469.11



Combined Excise Tax Return

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

Filing Period: April 30, 2022

Due Date: May 25, 2022

Filing Frequency: Monthly

Business & Occupation

Tax Classification	Gross Amount	Deductions	Taxable Amount	Tax Rate	Tax Due
Retailing	97,950.02	0.00	97,950.02	0.004710	461.34
Service and Other Activities (\$1 million or greater in prior year)	94,661.49	0.00	94,661.49	0.017500	1,656.58
Total Business & Occupation					2,117.92

State Sales and Use

Tax Classification	Gross Amount	Deductions	Taxable Amount	Tax Rate	Tax Due
Retail Sales	97,950.02	0.00	97,950.02	0.065000	6,366.75
Total State Sales and Use					6,366.75

Public Utility Tax

Tax Classification	Gross Amount	Deductions	Taxable Amount	Tax Rate	Tax Due
Water Distribution	1,668.17	0.00	1,668.17	0.050290	83.89
Other Public Service Business	7,958.88	0.00	7,958.88	0.019260	153.29
Total Public Utility Tax					237.18

Deductions

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

Credits

	Amount
Main Street Credit	2,117.92
Main Street Credit	237.18
Total Credits	2,355.10

Local City and/or County Sales Tax

Location	Taxable Amount	Tax Rate	Tax Due
1601 - PORT TOWNSEND	97,950.02	0.026000	2,546.70
Total Local City and/or County Sales Tax			2,546.70

Transient Rental Income

Location	Income
1601 - PORT TOWNSEND	27,782.80
Total Transient Rental Income	27,782.80

Special Hotel/Motel

Location	Taxable Amount	Tax Rate	Tax Due
1601 - PORT TOWNSEND	27,782.80	0.020000	555.66
Total Special Hotel/Motel			555.66

Total Tax	11,824.21
Total Credits	2,355.10
Subtotal	9,469.11
Total Amount Owed	9,469.11

Prepared By: Donna Frary
E-Mail Address: donna@portofpt.com
Submitted Date: 5/9/2022
Confirmation #: 0-026-572-513

Payment Type: ACH Debit/E-Check
Amount: \$9,469.11
Effective Date: 5/11/2022



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 **\$526.58 is ratified.**

Signed and Authenticated on this **25th** day of **May**, 2021.

For: Washington State, Department of Revenue
Business License Update in the amount of **\$526.58**

Commissioner Pam Petranek

Commissioner Carol Hasse

Commissioner Pete W. Hanke

S. Abigail Berg, Director of Finance
And Administration

Washington State Department of Revenue

Your request has been submitted and your confirmation number is **0-026-758-118**

Below is information from your renewal

Filing Date and Time 5/17/2022 1:58:36 PM

Legal Entity Name PORT OF PORT TOWNSEND

Location Name BOAT HAVEN MARINA AND YARD OFFICE

Account number 161000044-001-0004

Physical Address 2790 WASHINGTON ST PORT TOWNSEND WA 98368-4615

Mailing Address PO BOX 1180 PORT TOWNSEND WA 98368-0980

Payment Method ACH Debit/E-Check

Payment Amount \$85.00

For easy reference, you can print this page and retain it with your records.

To check the status of your request, go to your account *Summary* page, select the *More Options* tab, and click **View, Edit, or Print Drafts or Submissions**.

Washington State Department of Revenue

Your request has been submitted and your confirmation number is **0-026-733-053**

Below is information from your renewal

Filing Date and Time 5/17/2022 2:00:33 PM

Legal Entity Name PORT OF PORT TOWNSEND

Location Name PORT OF PORT TOWNSEND

Account number 161000044-001-0005

Physical Address 2701 JEFFERSON ST PORT TOWNSEND WA 98368-4636

Mailing Address PO BOX 1180 PORT TOWNSEND WA 98368-0980

Payment Method ACH Debit/E-Check

Payment Amount \$40.00

For easy reference, you can print this page and retain it with your records.

To check the status of your request, go to your account *Summary* page, select the *More Options* tab, and click **View, Edit, or Print Drafts or Submissions**.

Washington State Department of Revenue

Your request has been submitted and your confirmation number is **0-026-797-753**

Below is information from your renewal

Filing Date and Time 5/17/2022 2:02:16 PM

Legal Entity Name PORT OF PORT TOWNSEND

Location Name PORT OF PORT TOWNSEND

Account number 161000044-001-0007

Physical Address 809 8TH ST PORT TOWNSEND WA 98368-2944

Mailing Address PO BOX 1180 PORT TOWNSEND WA 98368-0980

Payment Method ACH Debit/E-Check

Payment Amount \$40.00

For easy reference, you can print this page and retain it with your records.

To check the status of your request, go to your account *Summary* page, select the *More Options* tab, and click **View, Edit, or Print Drafts or Submissions**.

Washington State Department of Revenue

Your request has been submitted and your confirmation number is **0-026-787-796**

Below is information from your renewal

Filing Date and Time 5/17/2022 12:09:40 PM
Legal Entity Name PORT OF PORT TOWNSEND
Location Name JEFFERSON COUNTY INTERNATIONAL AIRPORT
Account number 161000044-001-0001
Physical Address 310 AIRPORT RD PORT TOWNSEND WA 98368-9709
Mailing Address PO BOX 1180 PORT TOWNSEND WA 98368-0980
Payment Method ACH Debit/E-Check
Payment Amount \$234.58

For easy reference, you can print this page and retain it with your records.

To check the status of your request, go to your account *Summary* page, select the *More Options* tab, and click **View, Edit, or Print Drafts or Submissions**.

Washington State Department of Revenue

Your request has been submitted and your confirmation number is **0-026-803-065**

Below is information from your renewal

Filing Date and Time 5/17/2022 12:11:39 PM
Legal Entity Name PORT OF PORT TOWNSEND
Location Name PORT OF PORT TOWNSEND
Account number 161000044-001-0002
Physical Address 199 BENEDICT ST PORT TOWNSEND WA 98368-4638
Mailing Address PO BOX 1180 PORT TOWNSEND WA 98368-0980
Payment Method ACH Debit/E-Check
Payment Amount \$42.00

For easy reference, you can print this page and retain it with your records.

To check the status of your request, go to your account *Summary* page, select the *More Options* tab, and click **View, Edit, or Print Drafts or Submissions**.

Washington State Department of Revenue

Your request has been submitted and your confirmation number is **0-026-773-654**

Below is information from your renewal

Filing Date and Time 5/17/2022 12:21:06 PM
Legal Entity Name PORT OF PORT TOWNSEND
Location Name POINT HUDSON MARINA & RV PARK
Account number 161000044-001-0003
Physical Address 103 HUDSON ST PORT TOWNSEND WA 98368-5630
Mailing Address PO BOX 1180 PORT TOWNSEND WA 98368-0980
Payment Method ACH Debit/E-Check
Payment Amount \$85.00

For easy reference, you can print this page and retain it with your records.

To check the status of your request, go to your account *Summary* page, select the *More Options* tab, and click **View, Edit, or Print Drafts or Submissions**.

PORT OF PORT TOWNSEND

AGENDA COVER SHEET

MEETING DATE	May 25, 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) Building Lease Assignment and Assumption to Armstrong Consolidated, LLC
STAFF LEAD	Eric Toews, Deputy Director
REQUESTED	<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Action <input type="checkbox"/> Discussion
ATTACHMENTS	A. Info Memo B. Assignment and Assumption of Dave's Mobile Welding Building Lease C. August 19, 2019 Dave's Mobile Welding Building Lease, including Exhibits 'A' and 'B'

PORT OF PORT TOWNSEND

INFORMATIONAL MEMO

DATE: 5/25/2022
TO: Port Commission
FROM: Sue Nelson, Lease & Contracts Administrator and Eric Toews, Deputy Director
SUBJECT: Armstrong Consolidated, LLC (ACI) - Building Lease Assignment and Assumption

BACKGROUND: On April 15, 2022, David Fletcher, of Dave's Mobile Welding, LLC, contacted the Port's Lease Administrator to explore the possibility of assigning his lease to ACI (Armstrong Consolidated, LLC). Mr. Fletcher recently provided 90+ days' notice to exercise the second of three one (1) year options to extend the lease term. The lease is set to expire August 31, 2023. Following assignment of the lease, if authorized by the Commission, ACI would have one remaining one-year option left on the lease (i.e., for the period Sept 1, 2023, to Aug 31, 2024) before the lease terminates.

DISCUSSION: Mr. Fletcher has been a building lease tenant with the Port since August 19, 2019, when his current lease was executed. His account is in good standing. Mr. Fletcher reported that he sold his assets to Armstrong Consolidated and is being retained as an employee with ACI. Dave's Mobile Welding, LLC, will continue to exist as a legal business entity, but will be based at another location.

Armstrong Consolidated has been a tenant of the Port since December 2015. They are a rapidly expanding boat manufacturer in urgent need for additional space. Following the lease assignment, if approved by the Commission, the premises would continue to be used consistent with the existing lease agreement: boat repair, construction, and manufacturing.

Terms were reviewed with Armstrong Consolidated, including lease expiration date and option, and the next scheduled CPI-U increase. No commitments have been made by Port staff concerning a long-term lease of the premises following expiration of the assigned lease.

RECOMMENDATION: Authorize the Executive Director to execute the attached Assignment & Assumption Agreement of Building Lease with Armstrong Consolidated, LLC.

MOTION: None required. Approval of this item on the Consent Agenda authorizes the Executive Director to execute the attached Assignment & Assumption Agreement.

ATTACHMENTS

- Assignment and Assumption of Dave's Mobile Welding, LLC Building Lease
- August 19, 2019, Building Lease Agreement with Dave's Mobile Welding, including Exhibits 'A' and 'B'

ASSIGNMENT & ASSUMPTION OF BUILDING LEASE

THIS ASSIGNMENT AND ASSUMPTION OF BUILDING LEASE is dated and effective as of JUNE 1, 2022 by and between **DAVE'S MOBILE WELDING, LLC** ("Assignor"), and **ARMSTRONG CONSOLIDATED, LLC** ("Assignee"), with a business address of 304 10th Street, Port Townsend, WA 98368.

WHEREAS, Assignor is Lessee under that certain BUILDING LEASE dated August 19, 2019, by and between the PORT OF PORT TOWNSEND, a Washington Municipal Corporation ("Lessor") and Assignor, certain premises (the "Premises") located at the Boat Haven, Port Townsend, Washington, as more particularly described therein;

WHEREAS, Assignor desires to assign its interest in the Lease to Assignee and Assignee desires to assume Assignor's obligations under the Lease; and

WHEREAS, Paragraph #21 of the Lease provides that the Assignor's interest in the Lease may not be assigned unless the Lessor grants its written consent to any such assignment,

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree, and Lessor consents, as follows:

- 1. Assignment of Lease:** Assignor does hereby transfer, assign, convey and deliver to Assignee its entire right, title and interest in the Lease and the Premises.
- 2. Assumption of Obligations:** Assignee does hereby accept this assignment and, for the benefit of Assignor and Lessor, expressly assumes and agrees to hereafter perform all the terms, covenants, conditions, and obligations of Assignor under the Lease, which accrue from and after the date hereof. Assignee has been furnished with a copy of the Lease, which is attached hereto as Exhibit "A", has reviewed the Lease, and understands all of the terms of the Lease.
- 3. Indemnity:** Assignor agrees to save, indemnify, defend, and hold Assignee harmless from and on account of any claims, demands, actions, losses, expenses, and liabilities of Assignee under the Lease on account of or arising out of any obligations and liabilities of the Lessee thereunder, arising prior to the date hereof.
Assignee agrees to save, indemnify, defend, and hold Assignor harmless from and on account of any claims, demands, actions, losses, expenses, and liabilities of Assignor under the Lease on account of or arising out of the obligations and liabilities so assumed and arising after the date hereof.
- 4. Deposit:** Assignor and Assignee understand and agree that the deposit on file with Lessor will be refunded to the Assignor in the amount on file of \$9,749.38. Accordingly, and as a condition precedent to Lessor's approval of this Assignment, Assignee expressly agrees to

deposit security in the amount of **Nine Thousand Seven Hundred Forty-Nine Dollars and Thirty-Eight Cents (\$9,749.38)** with Lessor upon execution of this Assignment. Upon fulfillment of this condition, Lessor will expeditiously refund Assignor the \$9,749.38 presently on file with the Port.

5. Contingency: Notwithstanding anything to the contrary herein, this Assignment shall be contingent upon the receipt of the consent of the Lessor as evidenced by the execution by the Lessor's consent set forth below. By consenting to this Assignment, Lessor acknowledges:

- a. That all rents, royalties, penalties, assessments, taxes, and charges of any kind owing to Lessor arising out of the Lease have been timely paid, that no such rents, royalties, penalties, assessments, taxes, or charges that have accrued to date hereof are unpaid, and that to the best of Lessor's knowledge there are no rents, penalties, assessments, taxes, or charges of any kind contemplated by Lessor to be imposed on or after the date hereof that are not specified in the Lease;
- b. That Assignor is not in default or violation of any provision of the Lease;
- c. That the Lease is in effect in accordance with its terms; and
- d. That the Lease is enforceable in accordance with its terms.

6. Successors and Assigns: This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

Executed as of the date first above written.

Assignment and Assumption Agreement authorized by the Port of Port Townsend Port Commission on the 25th day of May, 2022, executed by the parties this _____ day of May, 2022, and is effective upon the receipt of a deposit and liability insurance documentation from the Assignee.

ASSIGNOR:

DAVE'S MOBILE WELDING, LLC

David Fletcher, Governing Party

ASSIGNEE:

ARMSTRONG CONSOLIDATED, LLC

Abraham "Cory" Armstrong, Governing Party

LESSOR'S CONSENT:

The Port of Port Townsend, as owner and holder of all right, title and interest under the Lease hereby consents to the foregoing assignment.

APPROVED AS TO FORM:

THE PORT OF PORT TOWNSEND
A Washington Municipal Corporation

Eron Berg, Executive Director

Port Attorney

**STATE OF WASHINGTON
COUNTY OF JEFFERSON**

I certify that I know or have satisfactory evidence that David Fletcher signed this instrument and that he/she is authorized to execute the instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

Signature of
Notary Public: _____

My Appointment Expires: _____

**STATE OF WASHINGTON
COUNTY OF JEFFERSON**

I certify that I know or have satisfactory evidence that Abraham “Cory” Armstrong signed this instrument and that he/she is authorized to execute the instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

Signature of
Notary Public: _____

My Appointment Expires: _____

**STATE OF WASHINGTON
COUNTY OF JEFFERSON**

I certify that I know or have satisfactory evidence that Eron Berg signed this instrument and that he/she is authorized to execute the instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

Signature of
Notary Public: _____

My Appointment Expires: _____

EXHIBIT 'A'
Armstrong Consolidated, LLC

**PORT OF PORT TOWNSEND
BUILDING LEASE**

THIS LEASE AGREEMENT made this 19th day of August, 2019, by and between the PORT OF PORT TOWNSEND, a municipal corporation organized and existing under the laws of the State of Washington, Lessor, hereinafter referred to as "the Port," and DAVE'S MOBILE WELDING, LLC, a Washington Limited Liability Company, hereinafter referred to as "Lessee,"

WITNESSETH:

That the parties hereto do mutually agree as follows:

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

Approximately 4,800 square feet of manufacturing building space in the Port's building located at #304 - 10th Street, Port Townsend, WA 98368

hereinafter referred to as "the premises." The premises are depicted on Exhibit "A" which is attached hereto and which by this reference is incorporated herein as if fully set forth herein.

2. **TERM:** The term of this Lease is two (2) years, beginning September 1, 2019, and ending at midnight, August 31, 2021 unless extended or sooner terminated as provided in this Lease. The Lessee shall also have an option to extend the lease term by three (3) additional one (1) year terms. Notification to extend the Lease will be done in writing 90 days prior to end of the initial or any extended lease term.
3. **RENT:** Lessee agrees to pay as rental for the leased premises the sum of **Two Thousand Eight Hundred and Eighty Dollars (\$2,880.00)** per month, plus all applicable taxes. The rent for each month shall be paid to the Port in advance on or before the first day of each and every month of the lease term, and shall be payable at such place as the Port may hereinafter designate. The rental rate beginning in year two and annually throughout the term of the lease will be adjusted by an amount equal to the accumulative amount found on the Consumer Price Index for all urban consumers (CPI-U) for Seattle-Tacoma-Bremerton, which is compiled by the Department of Labor, Bureau of Statistics. In no event shall any rent adjustment result in a reduction in rent from the rate paid in the prior year.

4. **LATE CHARGE:** In the event that any installment of rent remains unpaid more than twenty (20) days after it is due, then Lessee shall also be obliged to pay a "late charge" as per the Port of Port Townsend Rate Schedule then in effect.
5. **DEPOSIT:** Upon the execution of this Lease, Lessee shall deposit with the Port security in the amount of **Two Thousand Eight Hundred and Eighty Dollars and Zero Cents (\$2,880.00)** plus all applicable taxes; each month thereafter Lessee shall deposit an additional **Four Hundred and Eighty Dollars and Zero Cents (\$480.00)** plus all applicable taxes until the security reaches **Eight Thousand Six Hundred Forty Dollars and Zero Cents (\$8,640.00)** plus all applicable taxes, in order to guarantee performance under this Lease. This Lease shall not be effective until the initially required deposit of **Two Thousand Eight Hundred Eighty Dollars and Zero Cents (\$2,880.00)** plus all applicable taxes is made with the Port. The deposit shall be held by the Port as security for Lessee's faithful performance of all of its obligations under this Lease. Any interest earned on amounts deposited shall be retained by the Port. The deposit shall be returned to Lessee upon termination of this Lease, less any charges owing to the Port or expenses incurred by the Port in repairing damage caused by Lessee or restoring the leased premises to the condition required upon termination of this Lease.
6. **USE OF PREMISES:** Lessee shall use the premises for the purpose of boat repair, construction and manufacturing and associated office space and shall not use them for any other purpose without the prior written consent of the Port. Lessee shall use the entire premises for the conduct of said business in a first class manner continuously during the entire term of this Lease, with the exception of temporary closures for such periods as may reasonably be necessary for repairs or redecorating or for reasons beyond Lessee's reasonable control. Lessee agrees that it will not disturb the Port or any other tenant of the Port's by making or permitting any disturbance or any unusual noise, vibration or other condition on or in the premises.
7. **UTILITIES:** Lessee shall be liable for, and shall pay throughout the term of this Lease, all utility services furnished to the premises, including, but not limited to, light, heat, electricity, gas, water, sewerage, garbage disposal, and communications. WiFi and/or fiber services are not included in the rent.
8. **ACCEPTANCE OF PREMISES:** Lessee has examined the leased premises and accepts them in their present condition with the exception of the following improvements, which the Port agrees to install at its expense prior to September 30, 2019:
 - a. Remedy mold growth in the shop bathroom (i.e., by use of an epoxy paint product);
 - b. Repaint both bathrooms (i.e., shop and office);
 - c. Re-plumb the sinks in both bathrooms;
 - d. Replace toilets in both bathrooms;

- e. Replace drip pans beneath both water heaters (i.e., associated with the shop and office bathrooms);
 - f. Repair roof leak around water heater in roof;
 - g. Repair/patch insulation vapor barrier in the middle section of the shop ceiling; and
 - h. Delete/remove the loose wiring in the ceiling that provided power to exhaust fans removed by a previous tenant.
9. **MAINTENANCE AND REPAIR:** At the expiration or sooner termination of this Lease, Lessee shall return the premises to the Port in the same condition in which received (or, if altered by Lessee with the Port's consent, then the premises shall be returned in such altered condition), reasonable wear and tear and damage by fire or unavoidable casualty excepted. Lessee shall, at its' own expense, and at all times:
- a. Keep the premises, and the adjoining roadways and sidewalks, neat, clean and in a safe and sanitary condition;
 - b. Maintain and keep the leased premises in a good state of repair; and
 - c. Not commit waste of any kind.
10. **ALTERATIONS AND IMPROVEMENTS:** Lessee shall make no alterations or improvements to or upon the premises or install any fixtures (other than trade fixtures which can be removed without injury to the premises) without first obtaining written approval from the Executive Director of the Port. Such written approval shall also include agreement for disposition of the improvements upon termination of this Lease.
11. **INSPECTION - "FOR RENT" SIGNS:** The Port reserves the right to inspect the leased premises at any and all reasonable times throughout the term of this Lease, PROVIDED, that it shall not interfere unduly with Lessee's operations. The right of inspection reserved to the Port hereunder shall impose no obligation on the Port to make inspections to ascertain the condition of the premises, and shall impose no liability upon the Port for failure to make such inspections. The Port shall have the right to place and maintain "For Rent" signs in conspicuous places on the premises for thirty (30) days prior to the expiration or sooner termination of this Lease.
12. **POSSESSION:** If the Port shall be unable for any reason to deliver possession of the premises, or any portion thereof, at the time of the commencement of the term of this Lease, the Port shall not be liable for any damage caused thereby to Lessee, nor shall this Lease thereby become void or voidable, nor shall the term specified herein be in any way extended, but in such event Lessee shall not be liable for any rent until such time as the Port can deliver possession, PROVIDED, that if Lessee shall, in the interim, take possession of any portion of the premises, it shall pay as rental the full rental specified herein reduced pro rata for the portion of the premises not available for possession by Lessee, AND PROVIDED FURTHER, that if the Port shall be unable to deliver possession of

the premises at the commencement of the term of this Lease, Lessee shall have the option to terminate this Lease by at least thirty (30) days written notice, unless the Port shall deliver possession of the premises prior to the effective date of termination specified in such notice. If Lessee shall, with the Port's consent, take possession of all or any part of the premises prior to the commencement of the term of this Lease, all of the terms and conditions of this Lease shall immediately become applicable.

13. DAMAGE OR DESTRUCTION:

- a. Should the premises or the buildings or structures of which the premises are a part be damaged by fire or other casualty, and if the damage is repairable within four (4) weeks from the date of the occurrence (with the repair work and the preparations therefore to be done during regular working hours on regular work days), the premises shall be repaired with due diligence by the Port, and in the meantime the monthly minimum rental shall be abated in the same proportion that the untenable portion of the premises bears to the whole thereof, for the period from the occurrence of the damage to the completion of the repairs.
- b. Should the premises or any buildings or structures of which the premises are a part be completely destroyed by fire or other casualty, or should they be damaged to such an extent that the damage cannot be repaired within four (4) weeks of the occurrence, the Port shall have the option to terminate this Lease on thirty (30) days' notice, effective as of any date not more than sixty (60) days' after the occurrence. In the event that this paragraph shall become applicable, the Port shall advise Lessee within thirty (30) days after the happening of any such damage whether the Port has elected to continue the lease in effect or to terminate it. If the Port shall elect to continue this Lease in effect, it shall commence and prosecute with due diligence any work necessary to restore or repair the premises. If the Port shall fail to notify Lessee of its election within said thirty (30) day period, the Port shall be deemed to have elected to terminate this Lease, and the lease shall automatically terminate sixty (60) days after the occurrence of the damage. For the period from the occurrence of any damage to the premises to the date of completion of the repairs to the premises (or to the date of termination of the lease if the Port shall elect not to restore the premises), the monthly minimum rental shall be abated in the same proportion as the untenable portion of the premises bears to the whole thereof.

- 14. INDEMNIFICATION AND HOLD HARMLESS:** The Port, its employees and agents shall not be liable for any injury (including death) to any persons or for damage to any property, regardless of how such injury or damage be caused, sustained, or alleged to have been sustained by the Lessee or by others as a result of any condition (including existing or future defects in the premises) or occurrence whatsoever related in any way to the premises and the areas adjacent thereto or related in any way to Lessee's use or occupancy of the premises and of the areas adjacent thereto. Lessee agrees to defend

and to hold and save the Port harmless from all liability or expense of litigation) in connection with any such items of actual or alleged injury or damage.

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

The Lessee agrees to supply the Port with appropriate evidence to establish that its insurance obligations have been met, and that the insurance policy or policies are not subject to cancellation without at least thirty (30) days advance written notice to the Port. The conditions set forth in subparagraphs a, b and c of this Paragraph 15 shall be met prior to inception of this Lease Agreement.

- 16. WAIVER OF SUBROGATION:** The Port and Lessee hereby mutually release each other from liability and waive all right of recovery against each other for any loss from perils insured against under their respective fire insurance contracts, including any extended coverage endorsements thereto, PROVIDED, that this paragraph 16 shall be inapplicable if it would have the effect, but only to the extent that it would have the effect, of invalidating any insurance coverage of the Port or Lessee.
- 17. INCREASE IN COST OF INSURANCE:** Lessee shall not use the demised premises in such a manner as to increase the existing rates of insurance applicable to the buildings or structures of which the premises are a part. If it nevertheless does so, then, at the option of the Port, the full amount of any resulting increase in premiums paid by the Port with

respect to the buildings or structures of which the leased premises are a part, and to the extent allocable to the term of this Lease, may be added to the amount of rental hereinabove specified and shall be paid by Lessee to the Port upon the monthly rental day next thereafter occurring.

18. **HAZARDOUS SUBSTANCES WARRANTY AND AGREEMENT:** Lessee has examined the Hazardous Substance Warranty and Agreement, consisting of six (6) pages, which is attached as Exhibit "B" hereto and which by this reference is incorporated herein as fully set forth herein, and acknowledges full understanding of its obligations under said Hazardous Substances Warranty and Agreement.
19. **TAXES:** Lessee shall be liable for, and shall pay throughout the term of this Lease, all license and excise fees and occupation taxes covering the business conducted on the premises, and all taxes on property of Lessee on the leased premises and any taxes on the leased premises or leasehold interest created by this Lease Agreement.
20. **COMPLIANCE WITH PORT REGULATIONS AND WITH ALL LAWS:** Lessee agrees to comply with all applicable rules and regulations of the Port pertaining to the building or other realty of which the premises are a part now in existence or hereafter promulgated for the general safety and convenience of the Port, its various tenants, invitees, licensees and the general public. Lessee also agrees to comply with all applicable federal, state, and municipal laws, ordinances, and regulations. Lessee further agrees that all buildings, structures or other improvements, approved by the Port, will be properly permitted by Jefferson County. Any fees for any inspection of the premises during or for the lease term by any federal, state or municipal officer and the fees for any so-called "Certificate of Occupancy" shall be paid by Lessee.
21. **ASSIGNMENT OR SUBLEASE:** Lessee shall not assign or transfer this Lease or any interest therein nor sublet the whole or any part of the premises, nor shall this Lease or any interest thereunder be assignable or transferable by operation of law or by any process or proceeding of any court, otherwise, without the written consent of the Port first had and obtained. If Lessee is a corporation, Lessee further agrees that if at any time during the term of this Lease more than one-half (1/2) of the outstanding shares of any class of stock of Lessee corporation shall belong to any stockholders other than those who own more than one-half (1/2) of the outstanding shares of that class of stock at the time of the execution of this Lease or to members of their immediate families, such change in the ownership of the stock of the Lessee shall be deemed an assignment of this Lease within the meaning of this paragraph. If the Port shall give its consent to any assignment or sublease, this paragraph shall nevertheless continue in full force and effect and no further assignment or sublease shall be made without the Port's consent. The Port's consent will not unreasonably be withheld.

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

25. **TERMINATION BECAUSE OF COURT DECREE:** In the event that any court having jurisdiction in the matter shall render a decision which has become final and which will prevent the performance by the Port of any of its obligations under this Lease, then either party hereto may terminate this Lease by written notice, and all rights and obligations hereunder (with the exception of any undischarged rights and obligations that accrued prior to the effective date of termination) shall thereupon terminate. If Lessee is not in default under any of the provisions of this Lease on the effective date of such termination, any rental prepaid by Lessee shall, to the extent allocable to any period subsequent to the effective date of the termination, be promptly refunded to Lessee.
26. **SIGNS:** No signs or other advertising matter, symbols, canopies or awnings shall be attached to or painted or within the leased premises, including the windows and doors thereof, without the approval of the Executive Director of the Port first had and obtained. At the termination or sooner expiration of this Lease, all such signs, advertising matter, symbols, canopies or awnings attached to or painted by Lessee shall be removed by Lessee at its own expense, and Lessee shall repair any damage or injury to the premises, and correct any unsightly condition, caused by the maintenance and removal of said signs, etc.
27. **INSOLVENCY:** If Lessee shall file a petition in bankruptcy, or if Lessee shall be adjudged bankrupt or insolvent by any court, or if a receiver of the property of Lessee shall be appointed in any proceeding brought by or against Lessee, or if Lessee shall make an assignment for the benefit of creditors, or if any proceedings shall be commenced to foreclose any mortgage or any other lien on Lessee's interest in the premises or on any personal property kept or maintained on the premises by Lessee, the Port may at its option, terminate this Lease.
28. **WAIVER:** The acceptance of rental by the Port for any period or periods after a default by Lessee hereunder shall not be deemed a waiver of such default unless the Port shall so intend and shall so advise Lessee in writing. No waiver by the Port of any default hereunder by Lessee shall be construed to be or act as a waiver of any subsequent default by Lessee. After any default shall have been cured by Lessee, it shall not thereafter be used by the Port as a ground for the commencement of any action under the provisions of paragraph 22 hereof.
29. **PROMOTION OF PORT COMMERCE:** Lessee agrees that throughout the term of this Lease it will, insofar as practicable, promote and aid the movement of passengers and freight through facilities within the territorial limits of the Port. Lessee further agrees that all incoming shipments of commodities that it may be able to control or direct shall be made through facilities within the territorial limits of the Port if there will be no resulting cost or time disadvantage to Lessee.

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

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

To Lessee:
DAVE'S MOBILE WELDING, LLC
PO Box 1911
Port Townsend, WA 98368
Phone: (360) 302-0069

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

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

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

40. **NON-DISCRIMINATION EMPLOYMENT:** The Lessee covenants and agrees that in all matters pertaining to the performance of this Lease, Lessee shall at all times conduct its business in a manner which assures fair, equal and non-discriminatory treatment of all persons without respect to race, creed or national origin and, in particular:
- a. Lessee will maintain open hiring and employment practices and will welcome applications for employment in all positions from qualified individuals who are members of racial or other minorities, and

- b. Lessee will comply strictly with all requirements of applicable federal, state or local laws or regulations issued pursuant thereto relating to the establishment of non-discriminatory requirements in hiring and employment practices and assuring the service of all patrons or customers without discrimination as to any person's race, creed, color, sex, sexual orientation, or national origin.

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

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

Lease Agreement dated this 19th day of August 2019 as approved by the Port of Port Townsend Port Commission, on the 12th day of December 2018 and effective upon the receipt of a deposit and liability insurance documentation from the Lessee.

LESSEE



David Fletcher


ATTEST:

PORT OF PORT TOWNSEND



Jim Pivarnik, Executive Director

APPROVED AS TO FORM



Port Attorney

**STATE OF WASHINGTON
COUNTY OF JEFFERSON**

I certify that I know or have satisfactory evidence that David Fletcher signed this instrument and that he is authorized to execute the instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: August 19, 2019

Signature of
Notary Public: Susan M. Nelson

My Appointment Expires: 11-05-20



**STATE OF WASHINGTON
COUNTY OF JEFFERSON**

I certify that I know or have satisfactory evidence that Jim Pivarnik signed this instrument and that he is authorized to execute the instrument as Interim Executive Director of the Port of Port Townsend and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

Signature of
Notary Public: _____

My Appointment Expires: _____

DAVE'S MOBILE WELDING - EXHIBIT A

304 - 10th Street

Bldg 4800 SF

Parking on north side of building up to the fence line and bordered by east and west sides of building

Legend












-  304 - 10th Street South Side
-  Admiral Ship Supply Inc
-  Columbia Bank
-  DAVE'S MOBILE WELDING - EXHIBIT A
-  DAVE'S WELDING PREMISES - EXHIBIT A
-  Key City Fish Company
-  Marine
-  McDonald's
-  Port Townsend
-  Port Townsend Brewing Co
-  Sunrise Coffee Company



EXHIBIT "B"

HAZARDOUS SUBSTANCES WARRANTY AND AGREEMENT

RIDER TO LEASE AGREEMENT DATED: September 1, 2019, BETWEEN THE PORT OF PORT TOWNSEND and DAVE'S MOBILE WELDING, LLC.

IT IS HEREBY AGREED THAT THE LEASE AGREEMENT IDENTIFIED ABOVE SHALL BE SUPPLEMENTED AND MODIFIED AS FOLLOWS:

1. **HAZARDOUS SUBSTANCES ON PREMISES.** Without the express written permission of Lessor, Lessee shall not store, use or have present on or adjacent to the premises any hazardous or toxic substances, including those substances defined as "hazardous" or "extremely hazardous" under federal or Washington State environmental statutes or regulation (including but not limited to 42 USC 9601 et seq, 40 CFR Part 302, RCW Chapter 70.105D.020 and WAC 173-340-200, and any successor statutes and regulation), except as follows: _____

2. **STORAGE AND USE OF HAZARDOUS SUBSTANCES.** Lessee agrees at all times to restrict its storage and use of substances identified in Paragraph 1 to the inside of the permanent building(s) at the premises, and specifically to those locations within such buildings(s) having concrete flooring or such other impermeable flooring as Lessor may in its sole discretion approve in writing upon request by Lessee.
3. **HANDLING AND DISPOSAL.** The Lessee agrees to use said substances identified in paragraph 2 only on areas which have impermeable surfaces and or other means for preventing accidental contact by such substances with the soils upon the leasehold or its surrounding area.
4. **RELEASES OF HAZARDOUS SUBSTANCES PROHIBITED.** Lessee shall not release, dispose of, or permit a release of, any of the substances described or identified in paragraph 1 onto the premises or into the environment surrounding the premises.
5. **REGULATORY COMPLIANCE.** Lessee warrants and agrees that, during the term of this lease and any extensions thereof, it will take all steps necessary to comply with all applicable federal, state and local requirements for the containment, storage, use and disposal of any and all hazardous or toxic substances at the premises, including but not limited to obtaining and maintaining all necessary federal, state and local permits or licenses, and obtaining any required federal or state hazardous waste generator or

transporter identification numbers. Lessee shall provide to Lessor a copy of each such existing permit, license, and identification number before occupancy, and shall provide a copy of any such permit, license, and identification number which Lessee may obtain in the future within seven days of receipt by Lessee.

6. **DISPOSAL OF HAZARDOUS WASTES.** In the event Lessee has occasion or need to dispose of hazardous or toxic substances or wastes, and unless otherwise agreed in writing, Lessee shall retain an independent hazardous waste disposal firm to dispose of any and all such substances at an off-site facility which has been properly approved, licensed and authorized to accept such substances. Lessee shall ensure that the disposal firm is properly licensed and in good standing with the applicable regulatory authorities for such work, and that it has all required transporter identification numbers.
7. **LESSEE'S WARRANTY OF NO CONTAMINATION.** Except as may be disclosed in Attachment No. 1 hereto, Lessee warrants and represents (1) that it has not released any toxic or hazardous substances onto the premises or into the environment in connection with its activities at the premises, (2) that it has inspected the premises and is not aware of any indication that a release of any hazardous substances has ever occurred at the premises, including prior to Lessee's occupancy, (3) that it has never been formally accused or cited, at the premises or elsewhere, for any violation of environmental laws, regulations or any hazardous waste-related governmental permit, and (4) that no claims or litigation have ever been pending against it by any person or governmental agency involving any use, storage, release or disposal of hazardous or toxic waste. If any such releases, formal accusations, citations, claims or litigation against Lessee arise during the term of this lease or any extension thereof, then Lessee shall notify Lessor in writing within seven (7) days of such event, and shall provide Lessor with a copy of each document reflecting such event.
8. **INDEMNIFICATION AND HOLD HARMLESS.** Lessee shall indemnify and hold Lessor harmless with respect to any and all direct or indirect expenses, losses of damages, including all consequential damages, Attorney's fees, and litigation-related expenses and costs, incurred by Lessor which result from (1) Lessee's breach of provision of this Rider, (2) claims, actions, suites, proceedings, judgments, fines or remedial orders (including orders to clean up contamination at the premises) which arise because of Lessee's breach of this Rider, (3) Lessee's violation of environment laws or regulations, or (4) Lessee's release of a toxic or hazardous substance onto the premises or into the surrounding environment. This provision shall apply regardless of whether Lessee has been negligent or at fault for such breach, violation, or release. This obligation by the Lessee shall survive the expiration or termination of the lease agreement and the sale of the property. If Lessor so requests, Lessee shall accept the tender of defense of, and shall retain counsel of Lessor's selection and at Lessee's expense to defend, any third party claim asserted against Lessor in

connection with alleged conduct by Lessee which, if true, would be in breach of the provision of this Rider.


9. **NOTIFICATION TO LESSOR OF CHANGES IN OPERATION.** Lessee agrees to notify Lessor in writing at least seven (7) days in advance of any previously undisclosed action which the Lessee plans to take which poses a material risk of a release of hazardous substance into the environment, including but not limited to material changes in Lessee's methods of hazardous waste disposal, material increases in the volume of Lessee's hazardous waste disposal, or material changes in the nature of any hazardous wastes which Lessee anticipates it will generate.
10. **COPIES OF ENVIRONMENTAL CORRESPONDENCE.** Lessee agrees to provide Lessor with copies of all past and future correspondence to or from the Washington Department of Ecology, the U.S. Environmental Protection Agency, and any other government agency which has had or may have contact with Lessee regarding environmental concerns pertaining to the premises.
11. **NOTIFICATION OF SPILLS OR RELEASES.** Lessee shall comply with all notification requirements under the applicable federal, state and local environmental statutes and regulations, including but not limited to the timely notification of the appropriate government authorities of any spills or releases of toxic or hazardous substances into the environment or onto the premises. Lessee shall notify Lessor within 24 hours of discovery of any such spills or releases, and shall provide copies of all correspondence and documents related to such spills or releases to Lessor with seven days after receipt or creation, as the case may be.
12. **LESSOR'S REMEDY FOR BREACH OR VIOLATION.** In the event Lessee permits a release of a hazardous substance to occur at or near the premises, or breaches any provision of this Rider, Lessor shall be entitled (1) to terminate the lease agreement immediately, (2) to require Lessee to cease all operation which pose a risk of releasing a hazardous substance into the environment, and (3) to require Lessee to begin an immediate cleanup of any and all contamination at the premises to the extent necessary to achieve full compliance with the applicable environmental laws and regulations. Lessor shall be entitled to obtain immediate injunctive relief from a court of competent jurisdiction to enforce this provision. These remedies shall be in addition to, and not in substitution for, any other remedies available to Lessor under applicable law.
13. **ANNUAL DECLARATION OF COMPLIANCE.** Within ten (10) days of receipt of a written request by Lessor, Lessee shall provide to lessor a declaration of Lessee's compliance or non-compliance with the applicable environmental laws and regulations and with the provisions of this Rider, in the form set forth in Attachment No. 2. Lessor anticipates that it

will request such a declaration annually, approximately on the anniversary date of this Rider.

14. **INSPECTION OF PREMISES.** Lessee agrees to permit and cooperate with any on-site inspections and testing requested by Lessor, including inspections and testing conducted by consultants or engineers hired by Lessor to evaluate Lessee's compliance with the applicable environmental requirements and the provisions of this Rider. Lessor shall provide Lessee within 24 hours advance notice of Lessor's intent to conduct such inspection or testing.
15. **DESIGNATED REPRESENTATIVE RESPONSIBLE FOR COMPLIANCE.** DAVID FLETCHER whose work telephone number is 360-302-0069 and whose home telephone number is 360-302-0069 shall be the Lessee's designated representative who shall be primarily responsible (1) for Lessee's compliance with the provision of this Rider, (2) for handling contact with Lessor pertaining to environmental compliance, and (3) for signing on behalf of Lessee the annual declaration of compliance pursuant to Paragraph 12 above. Lessee shall promptly notify Lessor of any changes in the identity or telephone numbers of the designated representative.
16. **ADDITIONAL PROVISIONS.**

LESSOR:

LESSEE:



Jim Pivarrik



Dave Fletcher

Title: Executive Director

Title: OWNER

Date: 8/20/19

Date: 8/19/19

(Attachment No. 1 to Hazardous Substances Rider)

DISCLOSURE BY LESSEE

The Lessee makes the following disclosure pursuant to Paragraph 6 of the Hazardous Substances Warranty and Agreement (Attach Additional page(s) if necessary):

1. Release(s) of Hazardous Substances by Lessee:
(If none, initial here: _____)
2. Indication(s) of Contamination at Premises:
(If none, initial here: _____)
3. Lessee Violation(s) of Environmental Regulations:
(If none, initial here: _____)
4. Environmental Claims or Litigation Against Lessee:
(If none, initial here: _____)

Lessee: DAVE'S MOBILE WELDING, LLC

By: DAVID T. FLETCHER
(Printed Name)

David T. Fletcher
(Signature)

Title: OWNER /Date: 8/19/19

(Attachment No. 2 to Hazardous Substances Rider)

DECLARATION OF COMPLIANCE

_____, as the designated representative of Lessee primarily responsible for environmental compliance pursuant to Paragraph 12 of the Hazardous Substances Warranty and Agreement dated: September 1, 2019, hereby declare and represent as follows on behalf of Lessee:

1. I have read, and am familiar with, Lessee's obligations and representations as set forth in the Hazardous Substances Warranty and Agreement applicable to Lessee.
2. I am not aware of, and do not believe there have been any violations by Lessee of any of the provisions in the Hazardous Substances Warranty and Agreement, or of any requirements imposed on Lessee by federal, state or local environment laws and regulations.
3. I have no reason to believe, and do not believe, that any of the representations in Paragraph 6 of the Hazardous Substances Warranty and Agreement are inaccurate as of the date indicated below.
4. Lessee has not stored, used or had present on or adjacent to the premises any hazardous or toxic substances except those that have been disclosed in writing to Lessor.
5. Lessee has not released, disposed of, or permitted the release of any hazardous or toxic substances onto the premises or into the environment surrounding the premises, except as has been disclosed in writing to Lessor.

Lessee: DAVE'S MOBILE WELDING, LLC

By: David T. Fletcher
Signature

Title: OWNER / Date: 9/19/19

PORT OF PORT TOWNSEND

AGENDA COVER SHEET

MEETING DATE	May 25, 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 Recognition
STAFF LEAD	Eron Berg, Executive Director & Abigail Berg, Director of Finance & Administration
REQUESTED	<input checked="" type="checkbox"/> Information <input type="checkbox"/> Motion/Action <input type="checkbox"/> Discussion
ATTACHMENTS	<ul style="list-style-type: none"> • Karen Erickson Retirement • Jean Jameson Retirement • Trevor Manners anniversary of five (5) years at the Port

PORT OF PORT TOWNSEND

AGENDA COVER SHEET

MEETING DATE	May 25, 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. Meeting Procedures; Hybrid Format & Written communications/meeting materials
STAFF LEAD	Eron Berg, Executive Director & Abigail Berg, Director of Finance & Administration
REQUESTED	<input type="checkbox"/> Information <input checked="" type="checkbox"/> Motion/Action <input checked="" type="checkbox"/> Discussion
ATTACHMENTS	<ul style="list-style-type: none"> • Staff Memo • Draft Resolution No. 770-22 • Draft Resolution Appendix

PORT OF PORT TOWNSEND

AGENDA MEMO

DATE: 5/25/2022
TO: Commission
FROM: Eron Berg, Executive Director
SUBJECT: Meeting Procedure Updates

ISSUE

Should the Commission approve an updated resolution amending the Commission's meeting procedures?

BACKGROUND

Two questions were raised at the last meeting: (1) meeting format post-Covid and (2) how to address correspondence to the Commission.

DISCUSSION

Attached is a draft resolution that confirms the Commission's plan to continue hybrid meetings after June 1st and also attempts to clarify how comments addressed to the Commission are included or not included in Commission meeting materials. Changes are identified in a "track changes" format.

FISCAL IMPACT

N/A

ATTACHMENTS

1. Draft resolution
2. Draft Appendix A

RECOMMENDATIONS

If the Commission is pleased with the draft resolution, MOTION to adopt Resolution No. 770-22 Readopting Commission Meeting Procedures.

Alternatively, provide additional feedback to staff for revisions to present at the next meeting.

RESOLUTION NO. 770-22

A Resolution of the Commission of the Port of Port Townsend

READOPTING COMMISSION MEETING PROCEDURES

WHEREAS, The Port of Port Townsend did establish and approve, in public session, “Commission Meeting Procedures” by Resolution No. 42-87 dated November 18, 1987, and;

WHEREAS, The Port of Port Townsend did rescind Resolution No.42-87, and adopted new Commission Meeting Procedures which were more efficient and beneficial for both the Commission and participating public, by Resolution No. 326-00 on July 26, 2000, and which was subsequently amended by Resolution No. 344-01 on March 14, 2001; by Resolution No. 363-02 on February 27, 2002; by Resolution No. 367-02 on March 27, 2002; by Resolution No. 390-03 on January 22, 2003; Resolution No. 392-03 on April 9, 2003; by Resolution No. 471-06 on July 26, 2006; by Resolution No. 487-07 on April 25, 2007; by Resolution No. 532-10 on January 27, 2010; by Resolution No. 553-11 on January 12, 2011; by Resolution No. 558-11 on March 23, 2011; by Resolution No. 561-11 on June 8, 2011; by Resolution No. 594-13 on May 8, 2013; Resolution No. 604-14 on January 22, 2014; by Resolution 624-15 on January 14, 2015; Resolution No. 639-16 on January 27, 2016; by Resolution No. 654-17 on January 11, 2017; Resolution No. 674-18 on January 24, 2018; by Resolution No. 675-18 on February 28, 2018; by Resolution No. 695-19 on January 24, 2019; by Resolution No. 714-20 on January 22, 2020; by Resolution 742-21 on January 13, 2021; and by Resolution 752-21 on September 8, 2021; and by Resolution 763-22 on January 12, 2022

WHEREAS, the Port Commission wishes to modify the meeting procedures as noted in Appendix A, established on January 12, 2022, via Resolution No. 763-22.

NOW, THEREFORE BE IT HEREBY RESOLVED by the Port Commission of the Port of Port Townsend, that Resolution No. 763-22 shall be rescinded, and the Commission Meeting Procedures, as shown in the attached “Appendix A”, shall be adopted in their place.

ADOPTED this 25th day of May, 2022, by the Commission of the Port of Port Townsend and duly authenticated in open session by the signatures of the Commissioners voting in favor thereof and the Seal of the Commission duly affixed.

ATTEST:

Peter W. Hanke, Secretary

Pamela A. Petranek, President

Carol L. Hasse, Vice President

APPROVED AS TO FORM:

Port Attorney

APPENDIX A to Resolution 770-22 Port of Port Townsend Commission Meeting Procedures

The Commission Meeting Procedures have been adopted by Resolution 714-20, amending Resolutions 326-00, 344-01, 363-02, 367-02, 390-03, 392-03, 471-06, 487-07, 532-10, 553-11, 558-11, 561-11, 594-13, 604-14, 624-15, 639-16, 654-17, 674-18, 675-18, 694-19, 714-20, 742-21, ~~and~~ 752-21 ~~and~~ 763-22. Any changes or deletions will require an amendment to the Resolution.

COMMISSION MEETINGS

TIME AND LOCATION OF MEETINGS

1. Effective ~~January 12~~June 1, 2022, with the exceptions outlined in paragraph 2 immediately below, regular business meetings of the Port of Port Townsend will occur twice a month - on the second Wednesday of each month at 1:00 p.m. and on the fourth Wednesday of each month at 5:30 p.m. in the Port's Pavilion Building, 355 Hudson Street, Port Townsend, Washington, unless otherwise indicated. Public Workshops will occur on the second Wednesday of each month at 9:30 a.m. Meeting and workshop schedules and locations are subject to change with a minimum 24-hour notice to the local newspaper and the Port's website.
2. Any meeting that falls on a holiday will be held the following regular business day. To accommodate Thanksgiving, the second meeting in November shall be held on Tuesday, November 22, 2022, at 1:00 P.M. There is no regular meeting scheduled for the second meeting (fourth Wednesday) in July, August or December.

MEETING FORMAT

1. Regular Meetings: Are held in-person with a virtual option for commissioners, staff and public participation.
2. Special Meetings: Are held in-person and may not include a virtual option depending on location, internet availability and practicality of hosting a virtual option.

RULES OF TRANSACTION OF BUSINESS

1. Order of Business shall be as follows:
 - I. Call to Order
 - ~~II.~~ II. Approval of Agenda
 - ~~III.~~ III. Acknowledgement of written public comments
 - ~~IV.~~ IV. Public Comments Related to/not related to the agenda (limited to total of thirty (30) minutes; three (3) minutes per person)
 - ~~V.~~ V. Consent Agenda
 - ~~VI.~~ VI. Special Guests & Presentations
 - ~~VII.~~ VII. Second Reading (Action Items)
 - ~~VIII.~~ VIII. First Reading (Discussion Only)
 - ~~IX.~~ IX. Regular Business
 - ~~X.~~ X. Staff Comments
 - ~~XI.~~ XI. Commissioner Comments

- ~~XI~~.XII. Next Meeting
- ~~XII~~.XIII. Executive Session (if any)
- ~~XIII~~.XIV. Adjournment
- ~~XIV~~.XV. Informational Items

2. All matters which, in the judgment of the Commission, are of a legislative character shall be embodied in the form of Resolutions. Resolutions shall be numbered consecutively, and the original copy shall be signed by the President and Vice President and attested by the Secretary. Resolutions shall be filed by the Executive Assistant and shall be recorded in a book or books kept for such purpose, which shall be public records.
3. Organization of Workshops:
 - a. Shall have an agenda;
 - b. Will have minutes recording topics discussed either in written and/or audio format;
 - c. Will be used for discussion ~~only~~, with no ~~binding decisions~~ formal action (i.e., an actual vote of the Commission on a motion, proposal, resolution, or order) made by the Commissioners; and
 - d. Rules governing written and spoken input from members of the public for business meetings will not apply to workshops, but public comment will be included on the agenda and may be invited by the Commission for particular topics.
4. Organization of Regular Business Meetings:
 - a. A Call to Order will begin with the Pledge of Allegiance.
 - b. The meeting agenda shall be approved at the beginning of the meeting.
 - c. Minutes will record topics discussed and actions taken ~~either~~ in written and ~~or~~ audio /video format, depending on how the meeting is recorded.
 - d. Where practical, Any information to be presented before the Commission for consideration will be made available to the public in advance of the meeting. This information will be part of the agenda and meeting packet posted on the Port's website pursuant to RCW 42.30.077.
 - e. Presentations will be allowed by any member of the public indicating a desire to address the Commission, of no more than three (3) minutes, (maximum of thirty minutes per meeting) for Public Comment period on any appropriate topic. Each speaker must state their name and the subject of their comment before beginning. Written comments are encouraged.
 - f. When, in the opinion of a Commissioner, significant information has been presented to the Commission which was not made available to the public in advance, or upon the request of a Commissioner to hear from the public on a particular agenda item or topic, public comment may be allowed in a fashion the presiding officer will make clear.
 - g. No public comment will be entertained once a motion for action has been called and the Commission's deliberation has begun.
 - ~~g.h.~~ Written comments submitted to the Port that indicate they are public comments or address topics on an agenda will be included in the meeting packet as written public comments or late materials depending on when they are received. Letters addressed to the Commission as a whole that do not state that they are public comments or address agenda item(s), will be provided to the Commission but not included in the Commission's packets or in late materials, unless discussed by the Commission.

~~4.i.~~ Public comments and presentations shall adhere to common norms of civility and may be cut off by the presiding officer, if in his or her judgment these norms of civility are violated. Disruptions of Port Commission meetings are prohibited. Disruptions include, but are not limited to the following:

- i. Failure of a speaker to comply with the allotted time established for the individual speaker's comment;
- ii. Addressing the audience, rather than the commission, by a member of the public who has been recognized by the presiding officer for public comment;
- iii. Outbursts (e.g., clapping, shouting, cheering) from members of the public who have not been recognized by the presiding officer for public comment;
- iv. Holding or placing a banner or sign in the meeting room in a way that endangers others or obstructs the free flow of meeting attendees or the view of others attending the meeting; or
- v. Behavior that intentionally disrupts or otherwise impedes the orderly conduct of Commission business.

5. Conduct of Regular Business Meetings:

- a. The Port Commission, as a governing body, is charged with making decisions that advance the mission of the Port and which are based on sound information and analysis, respect for views of the public, and each Commissioner's best disinterested judgment.
- b. With only 3 elected Commissioners, the Commission can operate with a high degree of informality and need not be bound to all the provisions spelled out in standard codes of parliamentary procedure. However, some formal procedures need to be followed to respect the rights of all 3 Commissioners to participate equally and fully in all Commission business.
- c. Some fundamental principles for conducting Commission meetings include (taken from The Standard Code of Parliamentary Procedure, by Alice Sturgis):
 - i. All Commissioners have equal rights, privileges, and obligations.
 - ii. The majority vote decides.
 - iii. The rights of the minority must be protected.
 - iv. Full and free discussion of every proposition presented for decision is an established right of the members.
 - v. Each member shall have the opportunity to speak before any member speaks twice.
 - vi. Every member has the right to know the meaning of the question before the Commission and what its effect will be.
 - vii. All meetings must be characterized by fairness and by good faith.
- d. Routine and ordinary business may be approved and/or rejected by the Commission by placing it on either the Consent Agenda, or as an item of "Regular Business". Examples of items typically placed on the consent agenda are approval of warrants, meeting minutes, lease amendments, contracts and items that have already come before the Commission.

Examples of items considered as "Regular Business" include monthly financial reports, lease agreements, significant contracts, and grant agreements. Matters of routine and ordinary business may be voted on at the same meeting at which they are introduced.

- e. To facilitate sufficient time for reflective consideration of proposals by Commissioners and members of the public and staff, all proposals for policies* which impact Port customers or members of the public shall be voted on no sooner than the immediate next regular business meeting following introduction of the proposal. The introduction of a proposal at a Commission meeting is the “first reading” and any subsequent meeting where the proposal is considered is the “second reading”. This requirement may be waived by a unanimous vote of the Commission.

*Examples of policy actions include adoption of the budget, adoption of strategic and/or comprehensive plans.

- f. Motions do not require a second.
 - g. The presiding officer of the Commission meeting shall have the right to participate fully in the discussion and shall cast a vote on all motions.
 - h. The standard priorities and requirements for main, subsidiary, and privileged motions shall be used.
- 6. The draft agenda may be available by Friday of the week previous.
 - 7. The Executive Director or his designee would be responsible for keeping track of each issue.
 - 8. Port staff and/or general counsel may serve as parliamentarian in the event the presiding officer, commissioner or commission desire procedural assistance.

All public comments and questions should be directed to the Commissioners. If the Commissioners so desire, they may refer the question to the Executive Director, Port Attorney, and/or other Port Staff in attendance.

MINUTES

- 1. Additions and or corrections to the Minutes will be recorded and become a part of the revised and approved consent agenda. Minutes are to be available to the Commissioners prior to the meetings.
- 2. Minutes are recorded according to RCW 42.~~3230~~.0305.

VOUCHER APPROVAL

Voucher approval is incorporated under “Consent Agenda”. See also Resolution 737-20 for details on the issuance and approval of checks and warrants.

COMMISSIONER'S COMPENSATION

Each Commissioner shall be reimbursed or compensated for actual attendance at official meetings of the district and for other official services or duties on behalf of the district up to the maximum rate allowed in accordance with RCW 53.12.260.

PORT OF PORT TOWNSEND

AGENDA COVER SHEET

MEETING DATE	May 25, 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. Reflections from Retreat
STAFF LEAD	Eron Berg, Executive Director & Abigail Berg, Director of Finance & Administration
REQUESTED	<input type="checkbox"/> Information <input type="checkbox"/> Motion/Action <input checked="" type="checkbox"/> Discussion
ATTACHMENTS	

PORT OF PORT TOWNSEND

AGENDA COVER SHEET

MEETING DATE	May 25, 2022
AGENDA ITEM	<input type="checkbox"/> Consent <input type="checkbox"/> 1 st Reading <input type="checkbox"/> 2 nd Reading <input type="checkbox"/> Regular Business <input checked="" type="checkbox"/> Informational
AGENDA TITLE	Informational Items
STAFF LEAD	Eron Berg, Executive Director
REQUESTED	<input type="checkbox"/> Information <input type="checkbox"/> Motion/Action <input checked="" type="checkbox"/> Discussion
ATTACHMENTS	<ul style="list-style-type: none"> Commission Contracts Update

PORT OF PORT TOWNSEND

INFORMATIONAL MEMO

DATE: May 20, 2022

TO: Commissioners

FROM: Sue Nelson, Lease & Contracts Administrator

CC: Eron Berg, Executive Director

SUBJECT: **May 25, 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:
Code Publishing	3/10/2022 - until terminated	Website-Port Rules & Regs	