

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



360-385-0656
fax:360-385-3988
info@portofpt.com

www.portofpt.com

**Commission Meeting
1st Monthly Meeting Agenda
Tuesday, November 22, 2022, 1:00 p.m.**

**Point Hudson Pavilion Building, 355 Hudson Street, Port Townsend, & via Zoom
<https://zoom.us/> – or call (253) 215-8782 – and use Webinar ID: 862 6904 3651, Password:
911887**

- I. Call to Order & Pledge of Allegiance
- II. Approval of Agenda
- III. Public Comments 2-5
- IV. Consent Agenda
 - A. Approval of Workshop and Regular Business Minutes from November 9, 2022 6-11
 - B. Approval & Ratification of Warrants 12-21
 - C. Resolution 780-22 Authorizing Warrant Cancellation..... 22-23
 - D. Authorize Executive Director to Execute Professional Services Agreement with Kennedy Jenks for \$210,110 and Contract Amendment up to Ten Percent of the original contract value) 24-48
- V. Second Reading - None
- VI. First Reading - None
- VII. Regular Business
 - A. Updated Organizational Chart 49-51
 - B. Boat Haven Breakwater Repair Update 52-56
 - C. Point Hudson Jetty Update -
 - D. Shorts Family Farm Update -
- VIII. Staff Comments
- IX. Commissioner Comments
- X. Next Meeting of the Commission:
Wednesday, December 14, 2022 at 9:30 a.m. Workshop and at 1:00 p.m. Regular Business Meeting at the Pavilion Building & via Zoom
- XI. Executive Session ~ Possible
- XII. Adjournment
- Informational Items 57-62

October 26, 2022

The Port of Port Townsend Commissioners
2701 Jefferson Street
Port Townsend, WA 98368

 RECEIVED

NOV 14 2022

Port of Port Townsend
Administration Office

Dear Ms. Petranek, Ms. Hasse and Mr. Hanke,

We are writing this letter in support of the Port of Port Townsend donating the waterfront lot located behind The Commander's Beach House at Point Hudson, to be used for the construction of a traditional Pacific Northwest longhouse. The longhouse will be dedicated to area tribal communal and educational activities, including the Chemakum, S'Kallum and Makah tribes.

We are encouraging the Jefferson County Public Health Department to work with tribal representatives to modify codes to enable longhouse construction, and for the county to modify any other obstacles to construction.

We have learned about the concept of constructing a longhouse through our participation in the local Race Amity Program, (see raceamity.org) facilitated by Naiome Kreinke, a member of the Chemakum Tribe.

We believe that this project would help to renew and to integrate tribal culture, which has been historically and physically suppressed, into Jefferson County life. It would help to correct the wrongs of history visited upon area tribes. It would provide educational opportunities and spiritual healing to area tribes, enabling them to renew knowledge of their past, put their traditions into practice and invigorate their culture. It would return elements of the former landscape and add a visual element to the Point Hudson landscape which attests to the presence of tribal culture in Jefferson County.

Approximately 38 area longhouses were destroyed during the late 19th century, and were declared illegal from 1910 to 2019. In 2021 President Biden proclaimed October 11 as Indigenous People's Day, which recognizes "the contributions that Indigenous peoples have made throughout history-in public service, entrepreneurship, scholarship, and countless other fields [and] are integral to our Nation, our culture, and our society", followed by a similar Proclamation by Governor Insley.

There is evidence that many in the local community are in support of the construction of traditional longhouses: \$250,000 have been donated toward the construction of a longhouse, including environmental restoration, in the Dabob area.

We believe that the time to rebuild traditional longhouses, and to continue to increase the presence and participation of area tribes in the culture, is now. Don't you agree?

Sincerely,

a Saint Jenkins

Kathryn V Neal

Naiome Kreinke

TERRY DWBEN

Dale Renow

Jane Pittman

JOE BOB MOORE

Joyce L. Francis

Marta Brown

The following person could not sign in person, but would like her name included: Leslie Aikin

- **Resources:**

- To learn more about the Longhouse Project, contact Naiome Kreinke at naiomedkrienke@gmail.com, and see: [sites.google.com/An Indigenous Revitalization Project](https://sites.google.com/An%20Indigenous%20Revitalization%20Project/), online.
- peopleofcascadia.com and *People of Cascadia; Pacific Northwest Native American History*
- WH.Gov/ Oct.8, 2021/ A Proclamation on Indigenous People's Day, 2021
- raceamity.org

Joanna Sanders

From: Marny Kittredge <marnykit@gmail.com>
Sent: Tuesday, November 15, 2022 3:39 AM
To: Public Comments; Linger Longer Improvement Committee
Cc: Pete Hanke; Carol Hasse; Pam Petranek
Subject: Questions/Clarification re Quilcene Marina/Shorts Farm

Greetings Port of Port Townsend Commissioners,

On behalf of the LLAC I'd like to thank you for coming to Quilcene to engage in discussions regarding the Quilcene Marian property.

The issue of the Port purchasing Short's Farm was brought up and several of us felt it was insufficiently addressed.

If you could please respond to the questions below in a more thorough manner we would appreciate it.

Respectfully,

Kit Kittredge

LLAC member

<https://portofpt.com/port-news-re-short-family-farm/>

A couple of questions come to mind:

- If the Port can spend possibly \$2 million on a farm that it is prohibited from farming, why cannot the Port fix the Quilcene Marina?
- Even if they bought the farm, how much more would they spend as they contemplate additional infrastructure to be built on the property such as a storage facility?
- The Port asked for an IDD Levy because it did not have enough money to maintain its current property portfolio.

- How will they maintain everything including a farm when that levy runs out?

Sent from Mail for Windows

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

The Port of Port Townsend Commission met for a regular business session at the Point Hudson Pavilion Building, 355 Hudson Street, Port Townsend, and also online via Zoom.

Present: Commissioners Hasse, Hanke, and Petranek
 Executive Director Berg
 Director of Finance and Administration Berg
 Director of Capital Projects & Port Engineer Klontz
 Lease and Contracts Administrator Nelson
 Attorney Seth Woollen
 Operations Manager Chris Sparks
 Port Recorder Sanders

- I. CALL TO ORDER & PLEDGE OF ALLEGIANCE (Rec. 00:00:00)
 Commissioner Petranek called the meeting to order at 1:00 p.m.
- II. APPROVAL OF AGENDA (Rec. 00:01:09)
Agenda was approved as amended by unanimous consent.
- III. PUBLIC COMMENTS (Rec. 00:01:25)
 Ric Brewer provided written comment in support of the purchase of the Short Farm.
- IV. CONSENT AGENDA (Rec. 00:03:00)
 - A. Approval of Regular Business Meeting Minutes from October 26, 2022
 - B. Approval & Ratification of Warrants
 Warrant #065870 in the amount of \$2,663.15 is declared void
 Warrant #065928 through #065934 and Electronic Payments in the total amount of \$215,788.30
 Warrant #065935 through #065986 in the amount of \$96,079.47
 - C. Authorize Amendment No. 1 for Gardiner Boat Ramp Reid Middleton Contract
 - D. Approval of Pay Estimate #2 Wire to Orion Marine Construction for Point Hudson North Jetty Construction Work for \$2,633,937.33

Commissioner Hanke moved to approve the Consent Agenda as written. Motion was approved by unanimous consent.

- V. CONTINUED PUBLIC HEARING ON DRAFT 2023 OPERATING & CAPITAL BUDGET (Rec. 00:04:40)

Commissioner Petranek reviewed the procedures for the public hearing.

There was no Commission objection to reopening public testimony.

Director of Finance and Administration Berg highlighted changes from the third draft presented on October 26 as covered in her detailed memorandum.

There was no public testimony and therefore public testimony was closed.

Commission discussion: There was a discussion about the revenue and expenditure escalators. Operations Manager Sparks also responded to questions about the existing capacity in the yard. Overall, the 300-ton is 95% full and in the 75-ton 22 spots are open with 28 expected. There was clarification that Commission questions and interest in yard operations relates to impacts of discontinuing the discounted rate rather than a desire to comment on yard operations and management.

The public hearing was closed.

Petranek moved to approve Resolution 777-22 to increase the general tax levy by 1% as allowed by statute. Unanimously approved.

Commissioner Petranek moved to approve Resolution 778-22 to maintain the same rate for the IDD levy in 2023 as in 2022. Unanimously approved.

Commissioner Petranek moved to approve Resolution 779-22 to adopt the 2023 budget as presented. Unanimously approved.

Commissioner Petranek moved to approve the 2023 Rate cards as presented. Unanimously approved.

VI. SECOND READING ~ none (Rec. 00:25:33)

VII. FIRST READING ~ none (Rec. 00:25:40)

A. Mission Statement Update

Executive Director Berg gave the staff report on the suggested amendment to include the word “environment.” In lieu of considering other suggested language changes, the Commission agreed to engage in an in-depth review of the mission statement next year and remove it from the second side of the business cards for now.

Commissioner Hasse moved to approve amending the mission statement as written. Unanimous approval.

B. 2023 Legislative Agenda (Rec. 00:30:56)

Insight representatives Chelsea Hager and Caron Cargill gave a presentation with early mid-term election results, the 2023 legislative session, including new member composition and covid-19 economic impacts. They reviewed a rough timeline of key dates for the legislative session to be formally released in late December or early January. The budget timeline/process for the final budget would take effect July 1. They explained the listed 2023 Priorities under consideration as well as the likelihood of funding. Insight’s work also continues with the WPPA and the Port on electrification.

The Commission discussed priorities as follows: Short Farm acquisition, linear dock, and pool facility. Broadband was thought to be a lesser priority unless the Jefferson County PUD has a different recommendation. Discussion and questions of staff centered on whether CERB funds might be available for the Short Farm and about the timing of the appraisal/study related to the legislative session.

Executive Director Berg noted that CERB might best be used for the study of the western boatyard expansion as well as a loan/grant CERB combination. Another consideration is applying for a loan/grant for improvements to Chinook and Skookum buildings for ACI and applying for a U.S. Department of Agriculture grant for the Short Farm project. He fielded western boatyard expansion questions noting the likelihood of a future capital project budget request in 2025-26 (estimated to be 80% federally funded) with possible support from the Department of Natural Resources.

There were questions about available tax funding for Point Hudson building renovations as well as considering a priority for changes to state tax laws regarding vacant second homes. Insight said this would not be difficult to track if there was interest – however, effort and capital need to be expended to focus on that priority. Little federal tax funding is available for renovating old buildings, however, pricing for roofing would need to be explored for the Cupola House in 2023 and the Duplex coming in 2024.

Commissioner Hanke move to approve adopting the 2023 priorities from Insight Strategic Partners as presented but dropping the item on broadband infrastructure. Unanimously approved.

VIII. REGULAR BUSINESS (Rec. 01:19:33)

A. August 2022 YTD Financial Report (01:19:35)

Finance Director Berg reviewed the written memorandum and highlighted budget changes since the last review. Some discussion ensued about bank services charges and considerations for passing the expenses to customers in the form of a credit card processing surcharge. Staff noted that payment processing reduces payroll costs of cash handling and results in quicker receipt of amounts owed. Staff also addressed Commissioner questions about cameras and a new key fob system for the Enviro centers.

B. Point Hudson Jetty Project Update (01:34:46)

Director of Capital Projects & Port Engineer Klontz provided a photographic update on the template and piling installation for the new breakwater structure. There are now 37 piles installed of the total of 178 piles to place. Rock would begin to be installed once piling is complete. It was noted that the consent agenda included significant payment to the contractor for material on hand. The construction schedule is on target.

IX. STAFF COMMENTS (Rec. 01:43:47)

Executive Director Berg reported Deputy Director Toews is working on processing derelict vessels and the Quilcene grant request for marina improvements. Green light bulbs have been added at the Port in recognition of Operation Green Light the week of Veteran's Day. He continues to serve on the WPPA executive director search. Carol Hasse will represent the Port at the Trustee's meeting at the WPPA Annual Meeting December 9, including hiring a new Executive Director for WPPA. A scope is nearly finished and an agreement needed regarding Ecology-funded consultant work at the site of the San Juan Grocery and future cleanup and redevelopment efforts. A lot of meeting time has been spent on the Short Farm to foster efforts in food production, sustainable agriculture, and salmon restoration. A special commission meeting might be held at the Grange in January to share with the Commission learnings of the Phase 1 and 2 investigative assessment and hear from the agriculture community before approving the acquisition and moving forward with development plan. At the time of approving the acquisition, there would remain many unanswered questions. Commissioners asked about an extension on the existing letter of intent to consider alternatives. While there is support and excitement, there is some concern about Port staff time and resources. It was noted that Washington State University Extension Office would be subject matter experts. The Commission might have some discussion at a workshop in December prior to the January meeting.

Director of Capital Projects & Port Engineer Klontz reported that a final contract is nearing completion for the Boat Haven stormwater improvement project as well as a scope of work with SCJ Alliance on the North boatyard expansion project.

Lease and Contracts Administrator Nelson reported that Port maintenance did a great job renovating the interior of the Cupola House Annex for Washington Department of Fish and Wildlife use. Gatheringplace has moved the dog biscuit baking operations out of the Nomura Building to the Fairgrounds temporarily. They plan to vacate the south duplex by mid-January. A naval marine architect would begin renting a small office on the second floor in the north half of the Point Hudson Duplex. Staff is negotiating a lease with the PT Sailing Association for the vacated space in the Nomura Building. The Spruce Goose is up for sale. A new lease for Marine Surveys in the Rubicon Yachts space would begin February 1. SEA marine discussions continue, and a walkthrough was conducted of the ACI building with Mark Grant to do a building assessment.

X. COMMISSIONER COMMENTS (Rec. 02:12:42)

Commissioner Hanke reported meeting with farmers regarding the Short Family Farm.

Commissioner Petranek asked for Commission discussion before year end about its own performance and accomplishments on goals as well as a quick round robin at the end of each meeting on any future workshop topics. KPTZ Working Waterfront this week would feature the long-liner fishing boat *Polaris*. At the EDC Board, they are discussing strategic planning. Commissioners would work through Eron Berg on feedback for the Nov. 17 ICG meeting. She would attend the Pacific Marine Expo occurring that same week. Port staff, Commission, and marine trades membership are invited to attend the PTMTA annual general membership meeting at the Nomura Building 5:30 pm. Wednesday, Nov. 16.

XI. Next Public Workshop & Regular Business Meeting (Rec. 02:19:15):

ICG Meeting November 17 at 5pm at the Pavilion Building & via Zoom

Regular Business Meeting: Tuesday, November 22, 2022 at 1 p.m.

XII. EXECUTIVE SESSION ~ none

XIII. ADJOURNMENT (Rec. 02:19:03): meeting adjourned at 3:20 p.m., there being no further business before the Commission.

ATTEST:

Peter W. Hanke, Secretary

Pamela A. Petranek, President

Carol L. Hasse, Vice President

PORT COMMISSION PUBLIC WORKSHOP – November 9, 2022

The Port of Port Townsend Commission met for a Public Workshop
Point Hudson Pavilion Building, 355 Hudson Street, Port Townsend

Present: Commissioner Petranek
Commissioner Hasse
Commissioner Hanke
Executive Director Berg
Operation Manager Sparks
Recorder Sanders

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

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

II. AGENDA: (Rec. 00:01:25)

City of Port Townsend Community Wellness Center Special Presentation

Executive Director Eron Berg introduced this item recognizing the importance to the Port and marine trades of teaching local water safety, including swimming or diving. The Port is being asked for financial support of roughly \$5,000.

City Manager John Mauro addressed questions. There was recognition of the broader community funding needed to build out the infrastructure.

Carrie Hite, City Director of Parks and Recreation Strategy, presented the project purpose, background, timeline, community outreach, involvement, project phases, and recommendation for partners. She solicited feedback on the process.

Questions from the Commission: suggestion to collaborate with the Northwest Maritime Center on hosting safety-at-sea or able-bodied seaman classes. There was interest in facility size and location as well as models used in Sequim Aquatic Recreation Center (SARC 25,000 sq. ft. parks and recreation service area) and Port Angeles' metropolitan parks district. When looking at other models, Ms. Hite referenced Lynnwood, Federal Way, Vancouver, and Colorado as well as federal, state grants, and private funding options. The metropolitan parks district (MPD) is a tool authorized in Washington State to support parks and recreation. If a boundary is drawn differently than the district, then a voted body must be elected to run the MPD. Otherwise, the City and County could run the MPD. There were also questions about whether the MountainView building might be repurposed.

Ms. Hite noted that the City is creating a financial sustainability task force. The matter would also be discussed through the Intergovernmental Collaborative Group (ICG). When asked about the City's existing \$2 million in bonds on the pool leasehold improvements, City Staff noted that

much is still on the table, including the Golf Course and MountainView conversations. The School District has voiced their support on planning for the MountainView campus.

Next steps would be to solidify the interlocal agreements with jurisdictions and partners.

III. ADJOURNMENT: (Rec. 00:50:00)

The Workshop adjourned at 10:20 a.m.

ATTEST:

Pamela A. Petranek, President

Peter W. Hanke, Secretary

Carol Hasse, Vice President



WARRANT APPROVAL

We, the undersigned, as Commissioners and Auditing Officer of the Port of Port Townsend, in Jefferson County, Washington, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, and that the claims is a just, due and unpaid obligation of the Port of Port Townsend, that I am authorized to authenticate and certify to said claim and that these claims, in Warrants No 065987 - 065988 generated on November 8th, 2022 in the amount of \$13,753.25 is ratified.

Signed and Authenticated on this 22nd day of November, 2022.

For: Accounts Payable

Commissioner Pam Petranek

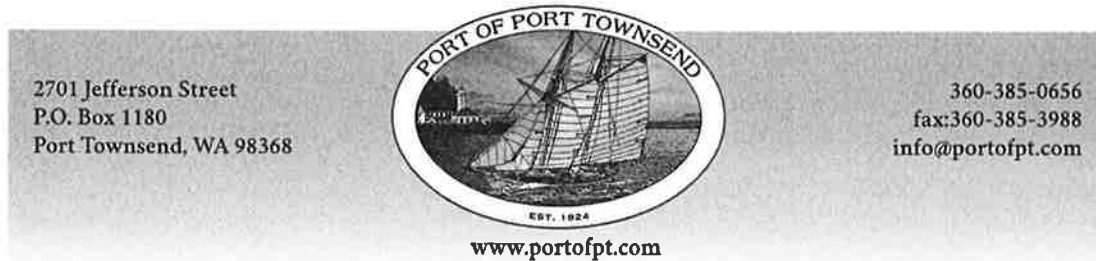
Commissioner Carol Hasse

Commissioner Pete W. Hanke

S. Abigail Berg, Director of Finance
And Administration

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
0000065987	11/8/2022	CIT001	City Of Port Townsend				
			10/2022 STATEMENTS	11/8/2022	12,396.87	0.00	12,396.87
							Check Entry Number: 001
0000065988	11/8/2022	CIT010	City of Port Townsend				
			22-0263	11/8/2022	1,356.38	0.00	1,356.38
							Check Entry Number: 001
				Report Total:	<u>13,753.25</u>	<u>0.00</u>	<u>13,753.25</u>



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 065989 through No. 065992 generated on October 14th, 2022 in the amount of \$6,247.36 and Electronic Payment in the amount of \$98,250.02, for a total amount of \$104,497.38 **is ratified.**

Signed and Authenticated on this 22nd day of November, 2022.

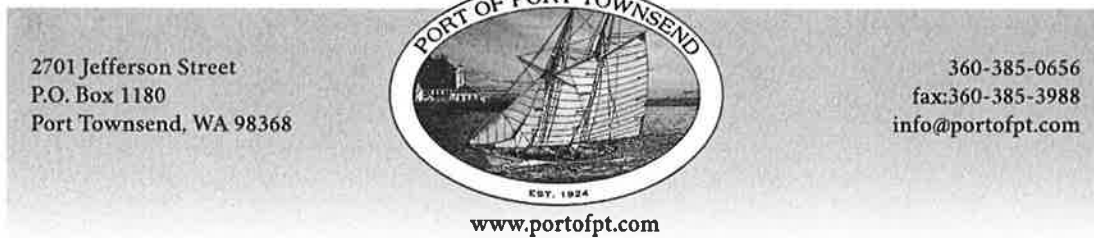
For: Payroll and Benefits

Commissioner Pam Petranek

Commissioner Carol Hasse

Commissioner Pete W. Hanke

S. Abigail Berg, Director of Finance
And Administration



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 **\$9,985.82 is ratified.**

Signed and Authenticated on this **22nd** day of **November**, **2022.**

For: Washington State, Department of Revenue
Combined Excise Tax Return – for ***October, 2022*** in the amount of
\$9,985.82.

Commissioner Pam Petranek

Commissioner Carol Hasse

Commissioner Pete W. Hanke

S. Abigail Berg, Director of Finance
and Administration

Washington State Department of Revenue

Your Return has been submitted and your confirmation number is **0-029-726-855**

Below is information from your Monthly Return for the period ending October 31, 2022

Filing Date	November 10, 2022
Account ID	161-000-044
Primary Name	BOAT HAVEN FUEL DOCK
Payment Method	ACH Debit/E-Check
Payment Effective	November 14, 2022
Total Tax	9,985.82
Total Due	9,985.82



Combined Excise Tax Return

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

Filing Period: October 31, 2022

Due Date: November 28, 2022

Filing Frequency: Monthly

Business & Occupation

Tax Classification	Gross Amount	Deductions	Taxable Amount	Tax Rate	Tax Due
Retailing	78,558.27	0.00	78,558.27	0.004710	370.01
Service and Other Activities (\$1 million or greater in prior year)	98,487.26	0.00	98,487.26	0.017500	1,723.53
Total Business & Occupation					2,093.54

State Sales and Use

Tax Classification	Gross Amount	Deductions	Taxable Amount	Tax Rate	Tax Due
Retail Sales	78,558.27	0.00	78,558.27	0.065000	5,106.29
Use Tax	2,079.54	0.00	2,079.54	0.065000	135.17
Total State Sales and Use					5,241.46

Public Utility Tax

Tax Classification	Gross Amount	Deductions	Taxable Amount	Tax Rate	Tax Due
Other Public Service Business	7,632.60	0.00	7,632.60	0.019260	147.00
Water Distribution	820.13	0.00	820.13	0.050290	41.24
Total Public Utility Tax					188.24

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

Local City and/or County Sales Tax

Location	Taxable Amount	Tax Rate	Tax Due
1601 - PORT TOWNSEND	78,558.27	0.026000	2,042.52
Total Local City and/or County Sales Tax			2,042.52

Local City and/or County Use Tax/Deferred Sales Tax

Location	Taxable Amount	Tax Rate	Tax Due
1601 - PORT TOWNSEND	2,079.54	0.026000	54.07
Total Local City and/or County Use Tax/Deferred Sales Tax			54.07

Transient Rental Income

Location	Income
1601 - PORT TOWNSEND	18,299.60
Total Transient Rental Income	18,299.60

Special Hotel/Motel

Location	Taxable Amount	Tax Rate	Tax Due
1601 - PORT TOWNSEND	18,299.60	0.020000	365.99
Total Special Hotel/Motel			365.99

Total Tax	9,985.82
Subtotal	9,985.82
Total Amount Owed	9,985.82

Prepared By: Donna Frary
E-Mail Address: donna@portofpt.com
Submitted Date: 11/10/2022
Confirmation #: 0-029-726-855

Payment Type: ACH Debit/E-Check
Amount: \$9,985.82
Effective Date: 11/14/2022



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 065993 through No. 066034, are approved for payment in the amount of \$166,129.13 on this 22nd day of November, 2022.

For: Accounts Payable

Commissioner Pam Petranek

Commissioner Carol Hasse

Commissioner Pete W. Hanke

S. Abigail Berg, Director of Finance
And Administration

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 0000066015 Total:					1,210.31	0.00	1,210.31
0000066016	11/22/2022	OLY003	Olympic Springs, Inc.				Check Entry Number: 001
			10/31/22 STATEMENT	10/31/2022	49.92	0.00	49.92
0000066017	11/22/2022	OLY035	Olympic Peninsula Communications, LLC				Check Entry Number: 001
			27	11/4/2022	918.75	0.00	918.75
0000066018	11/22/2022	PAC004	Pacific Office Equipment Co				Check Entry Number: 001
			11/1/22 STATEMENT	11/1/2022	560.65	0.00	560.65
0000066019	11/22/2022	PAP020	Pape Machinery				Check Entry Number: 001
			14020526	10/26/2022	332.71	0.00	332.71
			14020575	11/1/2022	101.00	0.00	101.00
			14036432	11/3/2022	21.53	0.00	21.53
Check 0000066019 Total:					455.24	0.00	455.24
0000066020	11/22/2022	PET025	Petrick Lock & Safe				Check Entry Number: 001
			21102	11/3/2022	521.04	0.00	521.04
			21109	11/9/2022	387.03	0.00	387.03
Check 0000066020 Total:					908.07	0.00	908.07
0000066021	11/22/2022	PIN010	Pinnacle Investigations Corp				Check Entry Number: 001
			82168	11/16/2022	99.00	0.00	99.00
			82173	11/16/2022	35.00	0.00	35.00
Check 0000066021 Total:					134.00	0.00	134.00
0000066022	11/22/2022	POR005	Port Townsend Leader				Check Entry Number: 001
			111076	11/1/2022	2,099.26	0.00	2,099.26
0000066023	11/22/2022	POR097	Port Townsend Sailing Association				Check Entry Number: 001
			CONEX BOX	11/8/2022	3,000.00	0.00	3,000.00
0000066024	11/22/2022	PUD001	Pud District #1				Check Entry Number: 001
			11/10/2022 STMT	11/10/2022	17,107.32	0.00	17,107.32
			11/10/22 STATEMENT	11/10/2022	39.80	0.00	39.80
Check 0000066024 Total:					17,147.12	0.00	17,147.12
0000066025	11/22/2022	QUI001	Quill Corporation				Check Entry Number: 001
			28672481,28703514	10/28/2022	168.42	0.00	168.42
0000066026	11/22/2022	QUI010	Quimper Mercantile				Check Entry Number: 001
			10/30/22 STMT	10/30/2022	555.88	0.00	555.88
0000066027	11/22/2022	REI002	Reid Middleton Co				Check Entry Number: 001
			2211023	11/9/2022	23,638.42	0.00	23,638.42
			2211048	11/15/2022	12,549.91	0.00	12,549.91
Check 0000066027 Total:					36,188.33	0.00	36,188.33
0000066028	11/22/2022	SEC010	Security Services				Check Entry Number: 001
			125358	11/1/2022	202.30	0.00	202.30
0000066029	11/22/2022	SHO010	Shold Excavating Inc				Check Entry Number: 001
			70894	11/9/2022	1,048.45	0.00	1,048.45
0000066030	11/22/2022	SOU055	Sound Publishing, Inc				Check Entry Number: 001
			8082508	10/31/2022	1,273.21	0.00	1,273.21
0000066031	11/22/2022	SWI050	Swift Plumbing and Heating				Check Entry Number: 001
			51671	1/11/2022	350.43	0.00	350.43
0000066032	11/22/2022	TER030	Terrapin Architecture PC				Check Entry Number: 001
			22-462	11/11/2022	450.00	0.00	450.00
0000066033	11/22/2022	VEN070	VenTek International				Check Entry Number: 001
			135135	11/1/2022	103.65	0.00	103.65
0000066034	11/22/2022	WES060	West Marine Pro				Check Entry Number: 001

Port of Port Townsend (PTA)

Bank Code: W - WARRANTS PAYABLE						
Check Number	Check Date	Vendor	Invoice Number	Invoice Date	Invoice Amount	Discount Applied
			0237969	10/18/2022	152.72	0.00
			507	11/7/2022	48.51	0.00
Check 000066034 Total:					201.23	0.00
Report Total:					166,129.13	0.00

MEETING DATE	November 22, 2022
AGENDA ITEM	<input checked="" 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	IV.C. Resolution 780-22 Authorizing Warrant Cancellation
STAFF LEAD	Abigail Berg, Director of Finance and Administration
REQUESTED	<input checked="" type="checkbox"/> Information <input checked="" type="checkbox"/> Motion/Action <input checked="" type="checkbox"/> Discussion
ATTACHMENTS	Resolution 780-22 Authorizing Warrant Cancellation

Placeholder Page

MEETING DATE	November 22, 2022
AGENDA ITEM	<input checked="" 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	IV.D. Authorize Executive Director to Execute Professional Services Agreement with Kennedy Jenks for \$210,110 and Contract Amendment up to Ten Percent of the original contract value
STAFF LEAD	Matt Klontz, Director of Capital Projects and Port Engineer
REQUESTED	<input type="checkbox"/> Information <input checked="" type="checkbox"/> Motion/Action <input type="checkbox"/> Discussion
ATTACHMENTS	Professional Services Agreement with Kennedy Jenks

DATE: 11/22/2022
TO: Commissioners
FROM: Matt Klontz
CC: Eron Berg, Eric Toews, Abigail Berg
SUBJECT: Professional Service Agreement for the Boat Haven Stormwater Improvement Project

ISSUE

Should the Port Commission authorize the Port Director to execute a professional service agreement with Kennedy Jenks, Inc. for design engineering services associated with the Boat Haven Stormwater Improvement project?

BACKGROUND

The Washington State Department of Ecology issued a new boatyard general permit (BYGP) in July that was effective September 1, 2022. The BYGP regulates stormwater runoff from boatyards. Boat Haven stormwater runoff discharges into Port Townsend Bay through an outfall in the marina. The BYGP includes a new pollutant benchmark for turbidity and a significantly reduced benchmark for copper (from 147/L µg/L to 44 µg/L).

DISCUSSION

The Boat Haven boatyard has a stormwater system consisting of various drainage treatment elements implemented over the years to meet previous BYPG permit standards. However, to meet the new BYGP benchmarks, Boat Haven's stormwater system will need to be improved. The improvements will include the following:

- New treatment facilities.
- Modification of the existing conveyance system.
- Potentially a new stormwater pump station.

In April 2022, Port staff conducted a qualification-based selection process for professional engineering services as a first step towards delivering the necessary improvements. The Port published an advertisement for engineering qualifications and evaluated responsive firms, all in accordance with state statutory requirements. Three firms submitted statements of qualifications, including Parametrix, Landau & Associates, and Kennedy Jenks. Port staff determined the three firms were all well qualified and, in partnership with several Boat Haven tenants, interviewed each firm in July 2022. Following interviews, the evaluation committee determined that Kennedy Jenks was the most qualified firm.

The Port began negotiating a scope of work and fee proposal with Kennedy Jenks in August 2022. Negotiations concluded this month. The agreement with Kennedy Jenks covers the first of what Port staff envisions to be two preliminary engineering phases. The first phase has a primary objective of receiving the Washington State Department of Ecology approval for

system improvements necessary before beginning the detailed design. The components of the first project phase include:

- Survey and asset inventory of the existing Boat Haven stormwater system.
- Hydrographic and hydraulic modeling for sizing the treatment, conveyance, and pump station.
- Schematic layout for necessary treatment, conveyance, and pumping improvements.
- Budget cost estimates for construction.
- Ecology's approval of an Engineering Report for the system improvements.

The second phase will include detailed design, permitting, and construction contract document development. An amendment to Kennedy Jenks' scope of work will be negotiated and brought to Commission at a future date.

FISCAL IMPACT

The Port has budgeted \$2,650,000 for this project and was successful in 2021 in securing \$1,988,500 (75%) in America Rescue Plan Act State & Local Fiscal Recovery (APRA SLFR) funding. The Port's funding match includes \$661,500 (25%) in Industrial Development District (IDD) Levy. The Washington State Department of Commerce administers APRA SLFR funds. The value of the subject agreement with Kennedy Jenks for Phase 1 is \$210,110. The Port's budget includes \$350,000 for preconstruction engineering and permitting services.

ATTACHMENTS

Attachment 1_ Professional Services Agreement with Kennedy Jenks

RECOMMENDATION

Motion to authorize the Port Executive Director to execute the professional services agreement with Kennedy Jenks for \$210,110 and authorize the Port Executive Director to execute contract amendments up to 10% (\$21,011) of the original contract value.

PORT OF PORT TOWNSEND:

STANDARD AGREEMENT FOR PROFESSIONAL SERVICES CHAPTER 39.80 RCW

This Standard Agreement for Personal Services (the “Agreement”) is made and entered into on _____, 2022, by the Port of Port Townsend, a Washington municipal corporation (the “Port” or “Owner”), and the consultant listed below (the “Consultant”) for the scope of work outlined in this Agreement.

The Port:	Port of Port Townsend 2701 Jefferson Street P.O. Box 1180 Port Townsend, WA 98368
Port Contact:	Matthew Klontz, Director of Capital Projects & Port Engineer Telephone: 360-385-0656, ext. #112 Email: matt@portofpt.com
Consultant	Kennedy/Jenks Consultants, Inc. 32001 32 nd Avenue South, Suite 100 Federal Way, Washington UBI #: _____
Consultant Contact:	Ross Dunning Telephone: (253) 835-6449 Email: RossDunning@KennedyJenks.com
Project:	Boat Haven Stormwater Improvement Project No. BH-01-008

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

2. Compensation. The Consultant shall be compensated for services provided and for expenses on the basis of the attached “Fee Schedule” attached hereto as **Exhibit “B”**. The total expenditure by the Port for this Agreement shall not exceed TWO HUNDRED TEN-THOUSAND ONE HUNDRED TEN DOLLARS AND NO CENTS (\$210,110.00).

3. Term of the Agreement. The term of this Agreement shall commence with the mutual execution of this Agreement and will terminate when all tasks associated with the scope of services herein (as modified by written amendment) have been completed by the Consultant but in no event later than December 31, 2024.

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

/

/

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

PORT OF PORT TOWNSEND

Kennedy/Jenks Consultants, Inc.

Eron Berg, Executive Director

Name: Title:

APPROVED TO FORM

Eric Toews, Port Attorney

GENERAL PROVISIONS

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

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

3. Termination Without Cause. Further, this Agreement may be terminated by the Port at any time for any reason whatsoever, at the sole discretion of the Port, with seven (7) days' written notice. In the event of such termination, compensation shall be paid as provided in Paragraph 2 above.

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

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

6. Monthly Progress Statements. The Consultant shall submit monthly statements of services rendered and expenses incurred to the Port in a form

acceptable to the Port. The Port shall make prompt monthly payments for work completed to the Port's satisfaction and expenses incurred. In no event shall the Port be charged interest on payments due under this Agreement.

7. Applicable Law. All federal, state and local laws applicable in the rendering of the services by the Consultant shall be complied with in all respects by the Consultant as shall all rules and regulations of the Port and any other governmental agency. By executing this Agreement, Consultant further certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, or declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal or acceptance of this Agreement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, agreements, contracts, and subcontracts. Where the offeror/consultant or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this Agreement. The Port reserves the right to require Consultant to replace a sub-consultant or lower tier participant who cannot meet the foregoing certification requirements.

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

9. Port Review of Title Documents and Permit Documents.

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

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

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

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

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

(c) Comprehensive General Liability Insurance and Automobile Liability Insurance covering all owned and non-owned automobiles or vehicles used by or on behalf of Consultant with a One Million Dollar (\$1,000,000) combined single limit for bodily injury and/or property damage per occurrence and an annual aggregate limit of Two Million Dollars (\$2,000,000);

(d) Professional Liability Insurance covering Errors and Omissions of the Consultant in the amount of not less than One Million Dollars (\$1,000,000) per claim/aggregate.

(e) Except with regard to the Professional Liability Insurance and Worker's Compensation Insurance, each of the policies required herein shall name the Port as an additional insured. Furthermore, each policy of insurance required herein shall (i) be written as a primary policy; (ii) expressly provide that such insurance may not be materially changed, amended or canceled with respect to the Port except

upon thirty (30) days' prior written notice (ten days notice for nonpayment of premium) from the insurance company to the Port; (iii) contain an express waiver of any right of subrogation by the insurance company against the Port and its elected officials, employees, or agent; (iv) expressly provide that the insurance proceeds of any loss will be payable notwithstanding any act or negligence of Consultant which might otherwise result in a forfeiture of said insurance; and (v) in regard to physical property damage coverage, expressly provide that all proceeds shall be paid jointly to Consultant and Port;

(f) With regard to the Professional Liability Insurance, the Consultant shall maintain the same in full force and effect during the term of this Agreement and for a period of one year thereafter; and

(g) Except with regard to the Professional Liability Insurance, the Consultant shall furnish the Port with two (2) copies of Certificates of Insurance evidencing policies of insurance required herein. The Consultant shall maintain these policies as identified above for itself and its sub-consultants for the term of this Agreement and for a period of one year thereafter. Such Certificates shall specifically state that the insurance company or companies issuing such insurance policies shall give the Port at least thirty (30) days' prior written notice (ten days notice for nonpayment of premium) in the event of insurance company's or companies' cancellation or material changes in any of the policies.

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

- To the extent caused by any negligent act or omission, or willful misconduct of Consultant, its directors, officers, consultants, agents and/or employees in connection with the services provided pursuant to this Agreement; and/or
- Arising from a breach of this Agreement by Consultant; and/or
- Arising out of or due to any failure on the part of

Consultant to perform or comply with any rule, ordinance or law to be kept and performed.

The Port will inform Consultant of any such claim or demand that alleges liability based in whole or in part on any negligent act or omission of Consultant, its directors, officers, agents, or employees. Thereafter the Consultant shall (i) reasonably cooperate in the defense of such claim and (ii) pay its defense of such claim as incurred, whether or not such claim is ultimately successful. In this regard, the Port will reasonably cooperate with Consultant in allowing Consultant to jointly select, with the Port, attorneys to defend the Port and Consultant provided that Consultant confirms its obligation to pay the Port's defense costs.

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

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

13. Confidentiality. Any reports, documents, questionnaires, records, information or data given to Consultant and identified as Confidential by the Owner, or prepared or assembled by Consultant under this Agreement shall be kept confidential unless a specific written waiver is obtained from the Port and shall not be made available by the Consultant to any individual or organization without prior written approval of the Port except as may be ordered by a court of competent jurisdiction. The provisions of this section shall survive for a period of three (3) years after the expiration or earlier termination of this Agreement.

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

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

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

17. Pollution. Port acknowledges that the Consultant is not responsible for the creation or presence of contamination or pollution, if any, at the property except to the extent that such a discharge, release or escape is caused by the negligent act or failure to act of the Consultant. For the purpose of this clause, contamination conditions shall mean the actual or alleged existence, discharge, release or escape of any

irritant, pollutant, contaminant, or hazardous substance into or upon the atmosphere, land, groundwater, or surface water of or near the property. The Consultant will promptly notify the Port of contamination conditions, if identified. Notwithstanding the foregoing, the Port does not herein waive any cause of action for damages resulting from the Port's reliance on any misrepresentation (made either knowingly or negligently) by the Consultant with regard to the presence of any contamination or pollution.

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

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

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

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

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

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

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

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

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

27. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

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

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

30. Amendment. No modification, termination or

amendment of this Agreement may be made except by written agreement signed by all parties, except as provided herein.

31. Entire Agreement. This is the entire agreement between the parties. It may not be altered or modified except by a written amendment to this

Agreement that references the intent of the parties to amend this Agreement. There is no other oral or written understanding between the parties concerning this matter. The Consultant specifically understands that no Port employees other than the designated Port representative or his/her supervisors are authorized to direct the work of the Consultant.

EXHIBIT "A"
SCOPE OF SERVICES

See the Scope of Services as set forth on the attached page(s).



11 November 2022

Mr. Matt Klontz, P.E.
Port of Port Townsend
2701 Jefferson Street
Port Townsend, Washington 98368

Subject: Port of Port Townsend Boat Haven Stormwater System Improvements – Phase 1
KJ Proposal No. F22089 Rev 03

Dear Mr. Klontz:

Kennedy/Jenks Consultants, Inc. (Kennedy Jenks) is pleased to provide this proposal to assist the Port of Port Townsend (Port) with preliminary engineering services for the Boat Haven Boatyard (Boatyard) Stormwater System Improvements project (project).


Project Understanding

The stormwater conveyance and treatment systems at the Boatyard include a variety of drainage and treatment elements which have been modified several times over the years. It's our understanding that the chemically-enhanced-media filtration systems employed by the Port have been inconsistent over the years in meeting the stormwater benchmarks outlined in the Washington State Department of Ecology's (Ecology's) Boat Yard General Permit (BYGP). Ecology's BYGP has recently been revised and became effective on 1 September 2022. The revised BYGP includes a new pollutant benchmark for turbidity and the permit benchmark for copper has been reduced significantly. The Port has requested Kennedy Jenks' support in evaluating its current stormwater conveyance and treatment systems, assessing potential conveyance alternatives, and designing a conveyance and treatment system based on the multi-stage biofiltration stormwater treatment approach as presented in Kennedy Jenks project interview. Incorporating the Port's existing stormwater conveyance, coagulant addition, and treatment equipment should be prioritized to the extent practicable.

This proposal defines Kennedy Jenks' scope of services for a stormwater conveyance and treatment system evaluation, development of improvement alternatives, and preparation of an Engineering Report (ER) for submittal to Ecology. It is assumed that detailed design work for final stormwater conveyance and biofiltration treatment improvements will be completed under subsequent contract amendments following receipt of Ecology approval.

Scope of Services

The scope of services described herein includes reviewing existing records, overseeing a thorough site survey, performing an assessment of conveyance system components and connectivity, evaluating alternatives for site conveyance improvements and treatment system location(s) and upgrades, and preparation of an ER for submittal to Ecology when a preferred design strategy for Boatyard stormwater system improvements is established. Design and construction support efforts are assumed to be scoped in future proposals under contract amendment after Ecology approval of the ER is received.

 Kennedy Jenks
Mr. Matt Klontz, P.E.
Port of Port Townsend
11 November 2022
Page 2

Task 1 – Project Management & Meetings

Kennedy Jenks has assigned Nathan Ward, P.E. to be Project Manager and primary point of contact, supported by Ross Dunning, P.E., Principal-in-Charge; Project Engineer, Samantha Karpa, P.E.; and other project team members as found to be necessary.

Work to be performed under this task includes: ongoing communication with the Port and subconsultant(s); project setup and invoicing; and tracking and management of the project schedule and budget for an assumed 6-month project duration.

Budget is included under this task for the Project Manager, Principal-in-Charge, and Project Engineer to attend monthly 1-hour conference calls with the Port conducted via Microsoft Teams. Meeting topics may include but not be limited to project scoping, discussion of alternatives, cultural resources considerations, coordination with Ecology, etc.

Task 2 – Boatyard General Permit (BYGP) & Inter-Project Coordination Support (Port Management Reserve)

Work to be performed under this task includes on-call consulting support at the Port's request. It is anticipated to include general BYGP compliance assistance, development of permit strategy recommendations, and additional permit related support work which is yet to be defined. Additional support is anticipated to be requested to coordinate and strategize stormwater-related elements of the Port's North and West Terminal Expansion projects and Boatyard stormwater project.

Kennedy Jenks' scope of services will be limited to the allocated budget defined in the attached proposal fee estimate, as specifically requested by the Port, not to be exceeded without prior written Port approval.

Task 3 – Existing Data & Records Evaluation

This task will consist of acquisition and review of available data (analytical, operational, existing infrastructure, etc.). Budget for field investigations has been included under Task 4.

Deliverables

- None

Task 4 – Existing Conditions Assessment

This task includes work to develop an understanding of current site operations, topography, and drainage and treatment infrastructure. Work is proposed in this section to contract site survey and limited line tracing and assisting with acquisition of data regarding mechanical aspects of site drainage and treatment infrastructure. Kennedy Jenks proposes one staff member will be onsite to provide direct full-time oversight of all subcontractor activities during an assumed one-week period (hotel stay and per diem is assumed). It is also assumed that an additional Kennedy Jenks team member will be onsite for



Mr. Matt Klontz, P.E.
Port of Port Townsend
11 November 2022
Page 3

up to three days during this one-week period to assist with safe entry into confined spaces to verify site conditions and collect necessary data. The budget for this task included in the attached proposal fee estimate assumes that both line tracing and survey subcontractors can complete their work concurrently, limiting Kennedy Jenks' travel and oversight.

Kennedy Jenks proposes to contract with Clark Land Office (Clark), located in Sequim, WA to perform a comprehensive site survey to collect topographic and utility data to support preliminary design efforts. Clark's proposed survey quote is attached.

Limited cleaning of underground pipelines and subsurface drainage structures and line tracing (i.e., CCTV inspections) are assumed to be necessary to establish storm drainage flow direction and connectivity. Budget has been allocated in the attached proposal fee estimate for Kennedy Jenks to contract a qualified pipeline cleaning and inspection contractor and to oversee up to two days of onsite cleaning and CCTV work in conjunction with other onsite tasks. No underground utility locating or exposure is currently proposed for this preliminary evaluation.

Kennedy Jenks will also work with the Port during this onsite investigation period to compile a list of mechanical equipment (pump systems, check valves, vaults, treatment systems, etc.) currently in use onsite. This list will inform design efforts and recommendations for applicable best management practices (BMPs) that could be implemented. It is assumed that on-site data, included but not limited to equipment dimensions and model information, site photographs and other relevant information will be collected during subcontractor oversight.

Deliverables

- Topographic survey in PDF and AutoCAD Civil 3D format
- Documentation of collected existing system components and condition assessment data

Task 5 – Hydrologic & Hydraulic Modeling

Hydrologic and hydraulic modeling will be performed under this task following receipt of site survey information and considering other site investigation details. A site hydraulic model of the existing stormwater conveyance system will be performed to establish current drainage conditions, evaluate areas of concern, and to locate bottlenecks within the existing system considering estimated flow rates for the water quality, 5-year, 25-year, and 100-year return frequencies.

These data will inform the alternatives evaluation. Up to two additional models will be prepared to verify the functionality of alternative conveyance systems designs based on work performed under Task 6.

Deliverables

- Model documentation including input/output data

Task 6 – Establishing Drainage & Treatment Approach

Previous studies conducted by Landau Associates and Parametrix have been prepared that evaluated various stormwater conveyance and treatment alternatives for the Boatyard. These reports suggested additional study to evaluate the potential discharge of stormwater to the City of Port Townsend's POTW and Discharge and conveyance of stormwater to a centralized location for treatment by a vendor-provided chemically enhanced sand filtration (CESF) system. It's Kennedy Jenks' understanding that these options are not currently considered to be viable for further Port evaluation.

The Port has requested Kennedy Jenks to focus preliminary design efforts on applying the multi-stage biofiltration stormwater treatment approach as presented in Kennedy Jenks project interview, incorporating the Port's existing stormwater conveyance, coagulant addition, and treatment equipment to the extent practicable.

Based on our preliminary discussions it is Kennedy Jenks' understanding that the Port may be interested in conveying flows requiring treatment to areas away from the main operating area for management at a single location though providing treatment at multiple locations should also be conceptually considered. Kennedy Jenks will work with the Port to establish candidate treatment locations early in the conceptual evaluation stage. Up to three conceptual site plan figures and rough order of magnitude (ROM) opinions of probable project cost (–30% to +50%) will be prepared.

Biofiltration treatment facility sizing will be estimated based on Kennedy Jenks' design for the Port of Port Angeles Marine Terminal/Cargo Surge Area (MT/CSA) multi-stage treatment system as presented in Kennedy Jenks project interview. Runoff from the unpaved Boatyard exhibits higher solids loading than the paved MT/CSA site adding design complexity for adequate treatment. Additional stormwater characterization and bench scale testing will be required to integrate coagulation improvements necessary to serve the unpaved Boatyard. Limited budget has been included in Kennedy Jenks attached proposal fee estimate for proposing sampling to be conducted by the Port to support this evaluation and for a senior water quality engineer to assist with conceptual coagulant improvements integrating existing Port-owned infrastructure. Kennedy Jenks will also prepare a Microsoft Powerpoint presentation under this task to concisely summarize the stormwater conveyance alternatives and treatment approach for Port consideration. It is assumed that Kennedy Jenks will participate in an alternatives review meeting with the Port via MS Teams to establish the preferred conveyance and treatment approach forming the basis of the ER proposed to be prepared under Task 7.

Deliverables

- Stormwater Improvement Assessment Presentation.

Task 7 – Engineering Report

Kennedy Jenks will develop an ER for Ecology review including figures and cost estimates based the approach established under the Task 6. The ER will be prepared in accordance with section S7.A.3.(a) of the 2022 BYGP, which requires the following items, at a minimum:



Mr. Matt Klontz, P.E.
Port of Port Townsend
11 November 2022
Page 5


- (1) Brief summary of the treatment alternatives considered and the reasons the proposed option was selected. The report must include cost estimates of ongoing operation and maintenance, including disposal of any spent media.
- (2) The basic design and construction data for all treatment devices and structures that are to be installed, including a characterization of the stormwater runoff influent and the sizing calculations of the treatment units.
- (3) A description of the treatment process and operation, including a flow diagram.
- (4) The types and amounts of chemicals used in the treatment process, if any.
- (5) A proposed schedule for implementation of the preferred option.
- (6) Results expected from the treatment process, including the predicted characteristics of the stormwater runoff discharge.
- (7) A statement expressing sound engineering justification (through the use of pilot plant data, results from similar installations, and/or scientific evidence) that the proposed treatment is reasonably expected to meet the permit benchmarks and limits.
- (8) The Engineering Report must be prepared and certified by a licensed professional engineer.

This task assumes one 1-hour review meeting with the Port and minor revisions to address comments based on Port review of the Draft ER. It is assumed that comments from the Port will not result in major design changes. It is assumed that Ecology will either approve or request minor revisions to the ER. Significant updates of the ER, if required, may require a contract amendment. In this case, Kennedy Jenks will notify and get authorization to proceed from the Port prior to beginning work to address comments from the Port or Ecology.

Owner Responsibilities

Kennedy Jenks assumes the Port will provide:

- Information and records for the existing stormwater treatment and conveyance systems
- Site access during normal working hours and coordinate with tenants and other parties as necessary to remove equipment as needed to provide access to sub-grade structures and work areas for survey and utility investigations
- Any cultural resource and archaeological concerns and requirements, if applicable
- Pavement/gravel and subgrade section design criteria and constraints
- Site operations, characteristics, and knowledge, and other relevant project information necessary for design purposes
- AutoCAD drafting standards.

 Kennedy Jenks
 Mr. Matt Klontz, P.E.
 Port of Port Townsend
 11 November 2022
 Page 6

- A drawing sheet Title and Border, in AutoCAD.
- Collect samples for laboratory analysis specified by Kennedy Jenks, coordinate with a qualified analytical laboratory, and pay all lab related fees directly.

Assumptions and Exclusions


Kennedy Jenks requests the following assumptions and exclusions apply to the work to be performed.

- Hydrologic and hydraulic modeling will be performed using Autodesk Storm and Sanitary 2021, Western Washington Hydrology Model 2012, and/or Bentley FlowMaster V8i.
- No permitting will be necessary during this conceptual evaluation.
- Existing drainage patterns and drainage basins will be maintained to the extent feasible.
- The North Yard Expansion Project will add drainage that will be incorporated in the Boatyard drainage and treatment design
- Site geotechnical data will be collected under future authorizations.
- Detailed pipe loading calculations will not be required.
- Deliverables will be provided to the Port electronically in PDF format.
- Utility locating and potholing to evaluate potential subsurface utility conflicts with selected conveyance and treatment improvements will be performed in future design phases.
- Evaluation for wetland, endangered species, contaminated soils or groundwater will not be required.
- Kennedy Jenks will support the Port with coordination and submittal of the project ER to Ecology.

Project Schedule

Kennedy Jenks is available to begin these activities immediately upon receipt of written authorization from the Port to proceed. A draft project schedule with project milestones and approximate completion dates is presented in the table below. Adherence to the schedule proposed herein relies on coordination between multiple parties and may change as the project progresses.

Milestone or Activity	Date
Assumed Authorization to Proceed	December 2022
Existing Data & Records Evaluation	December 2022 – January 2023
Existing Conditions Evaluation	January - February 2023
Alternatives Evaluation	February – May 2023
BYGP Support	December 2022 – May 2023

 Kennedy Jenks
Mr. Matt Klontz, P.E.
Port of Port Townsend
11 November 2022
Page 7

Compensation for Consulting Services

We propose compensation for consulting services be on a time and expense reimbursement basis, in accordance with Kennedy Jenks' proposed Modified Schedule of Charges dated 11 November 2022 and attached Proposal Fee Estimate. On the basis of the proposed scope of services, we estimate a budget of \$210,110, which shall not be exceeded without your prior authorization. The task budgets included in the attached proposal fee estimate are approximated based on an assumed level of effort, and it is assumed that unused budget may be moved between tasks.

Authorization

We assume this work will be performed under a mutually agreeable professional services agreement.

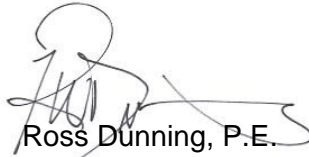
We appreciate the opportunity to prepare this proposal for you. Please call Nathan Ward at (253) 835-6415 or Ross Dunning at (253) 835-6449 if you have any questions or require additional information.

Very truly yours,

KENNEDY/JENKS CONSULTANTS, INC.



Nathan Ward, P.E.
Project Manager



Ross Dunning, P.E.
Principal

Attachments:

- Proposal Fee Estimate
- Schedule of Charges
- Proposed Survey Scope & Fee

EXHIBIT "B"
FEE SCHEDULE

Fees and expenses will be charged to the Port by the Consultant for the Scope of Services as set forth on the attached page(s).

Proposal Fee Estimate

<div> <div>CLIENT Name: <u>Port of Port Townsend</u></div> <div>PROJECT Description: <u>Boat Haven Stormwater Improvements - Phase 1</u></div> <div>Proposal/Job Number: <u>F22089 Rev 03</u> Date: <u>11/11/2022</u></div> </div>													
Rates per PSA 13-00-19	Eng-Sci-7	Eng-Sci-5	Eng-Sci-4	Eng-Sci-3	Project Admin.		KJ	Sub	KJ	KJ			
Classification:						Total	Labor	Subs	Sub-Markup	ODCs	Total Labor	Total Subs	Total Expenses
Hourly Rate:	\$225	\$185	\$165	\$145	\$110	Hours	Fees	Fees	10%	Fees			
Phase 1 - Project Management & Meetings													
General PM (invoicing, communications etc)	8		16		4	28	\$4,880		\$0		\$4,880	\$0	\$0
Client Meetings (6-1hr monthly calls)	6		6	6		18	\$3,210		\$0		\$3,210	\$0	\$0
Internal Meetings	8		12	12		32	\$5,520		\$0		\$5,520	\$0	\$0
QAQC	16		8	4	2	30	\$5,720		\$0		\$5,720	\$0	\$0
Task 1 - Subtotal	38	0	42	22	6	108	\$19,330	\$0	\$0	\$0	\$19,330	\$0	\$0
Phase 2 - BYGP & Inter-Project Coordination Support (Port Management Reserve)													
On-Call Support	20		30		8	58	\$10,330				\$10,330		\$0
Inter-Project Coordination	16	8	32			56	\$10,360				\$10,360		\$0
Phase 2 - Subtotal	36	8	62	0	8	114	\$20,690	\$0	\$0	\$0	\$20,690	\$0	\$0
Phase 3 - Existing Data & Records Evaluation													
Review Existing Data	4		12	24		40	\$6,360		\$0		\$6,360	\$0	\$0
Phase 3 - Subtotal	4	0	12	24	0	40	\$6,360	\$0	\$0	\$0	\$6,360	\$0	\$0
Phase 4 - Existing Conditions Assessment													
Sub Setup & Coordination	4		8		4	16	\$2,660		\$0		\$2,660	\$0	\$0
Survey & Line Tracing Oversight	8		20	60		88	\$13,800	\$50,000	\$5,000	\$1,200	\$13,800	\$55,000	\$1,200
Line Tracing & Mechanical	8		10			18	\$3,450	\$10,000	\$1,000	\$200	\$3,450	\$11,000	\$200
Task 4 - Subtotal	20	0	38	60	4	122	\$19,910	\$60,000	\$6,000	\$1,400	\$19,910	\$66,000	\$1,400
Phase 5 - Hydrologic & Hydraulic Modeling													
Hydrologic and Hydraulic Modeling	4		16	40		60	\$9,340				\$9,340		\$0
Conceptual Conveyance Models	4		16	60		80	\$12,240				\$12,240		\$0

Proposal Fee Estimate

<div><div>CLIENT Name:Port of Port Townsend</div><div>PROJECT Description:Boat Haven Stormwater Improvements - Phase 1</div><div>Proposal/Job Number:F22089 Rev 03Date:11/11/2022</div></div>														
Rates per PSA 13-00-19	Eng-Sci-7	Eng-Sci-5	Eng-Sci-4	Eng-Sci-3	Project Admin.		KJ	Sub	KJ	KJ				
Classification:						Total	Labor	Subs	Sub-Markup	ODCs	Total Labor	Total Subs	Total Expenses	Total Labor + Subs + Expenses
Hourly Rate:	\$225	\$185	\$165	\$145	\$110	Hours	Fees	Fees	10%	Fees				Fees
Task 5 - Subtotal	8	0	32	100	0	140	\$21,580	\$0	\$0	\$0	\$21,580	\$0	\$0	\$21,580
Task 6 - Establishing Drainage & Treatment Approach														
Coagulant Bench Scale Testing	12	32	16	32	8	100	\$16,780		\$0	\$200	\$16,780	\$0	\$200	\$16,980
Cost Estimates & Figures	8	12	24	48		92	\$14,940		\$0		\$14,940	\$0	\$0	\$14,940
SW Improvements Presentation	4	4	8	24	8	48	\$7,320		\$0		\$7,320	\$0	\$0	\$7,320
Task 6 - Subtotal	24	48	48	104	16	240	\$39,040	\$0	\$0	\$200	\$39,040	\$0	\$200	\$39,240
Task 7 - Engineering Report														
Engineering Report	8	12	24	48	6	98	\$15,600		\$0		\$15,600	\$0	\$0	\$15,600
Task 7 - Subtotal	8	12	24	48	6	98	\$15,600	\$0	\$0	\$0	\$15,600	\$0	\$0	\$15,600
All Tasks Total	138	68	258	358	40	862	\$142,510	\$60,000	\$6,000	\$1,600	\$142,510	\$66,000	\$1,600	\$210,110

Client/Address: Port of Port Townsend
2701 Jefferson Street
Port Townsend, Washington 98368

Contract/Proposal Date: F22089 Rev3

Custom Schedule of Charges

Date: November 11, 2022

PERSONNEL COMPENSATION

Classification	Hourly Rate
CAD-Technician	\$110
Designer-Senior Technician	\$145
Engineer-Scientist-Specialist 1	\$115
Engineer-Scientist-Specialist 2	\$125
Engineer-Scientist-Specialist 3	\$145
Engineer-Scientist-Specialist 4	\$165
Engineer-Scientist-Specialist 5	\$185
Engineer-Scientist-Specialist 6	\$195
Engineer-Scientist-Specialist 7	\$225
Engineer-Scientist-Specialist 8	\$235
Engineer-Scientist-Specialist 9	\$240
Project Administrator	\$110
Administrative Assistant	\$90
Aide.....	\$70

Direct expenses

Reimbursement for direct expenses, as listed below, incurred in connection with the work, will be at cost plus ten percent for items such as:

- Maps, photographs, 3rd party reproductions, 3rd party printing, equipment rental, and special supplies related to the work.
- Consultants, soils engineers, surveyors, contractors, and other outside services.
- Rented vehicles, local public transportation and taxis, travel and subsistence.
- Project specific telecommunications and delivery charges.
- Special fees, insurance, permits, and licenses applicable to the work.
- Outside computer processing, computation, and proprietary programs purchased for the work.

Reimbursement for vehicles used in connection with the work will be at the federally approved mileage rates or at a negotiated monthly rate.

Rates for professional staff for legal proceedings or as expert witnesses will be at rates one and one-half times the Hourly Rates specified above.

Excise and gross receipts taxes, if any, will be added as a direct expense.

The foregoing Schedule of Charges is incorporated into the agreement for the services provided, effective 11 November 2022 through December 31, 2023. After December 31, 2023, an updated Schedule of Charges may be requested.



November, 8 2022

Ross Dunning
Kennedy Jenks
32001 32nd Avenue South, Suite 100
Federal Way, WA 98001-9625

Subject: Topographic Survey of the Port of Port Townsend Boat Haven. Located in Sections 10 and 11, Township 30 North, Range 1 West, W.M., Jefferson County, Washington.

Dear Mr. Dunning:

Thank you for contacting our office for an estimate to provide you with surveying services for the subject property. I have listed below the services we propose to provide.

1. Research record legal descriptions and surveys of record and compute property boundaries based on our findings.
2. Establish horizontal and vertical control.
3. Perform a Topographic Survey of subject property as outlined in red and yellow on provided aerial map. To include items specified in survey scope 4a-4i provided by Kennedy Jenks.
4. Prepare a Topographic map and provide you with a Signed hard copy and AutoCad file.

Our estimated cost for items 1-4 within area outlined in red is **\$40,500**. (Based on Washington State prevailing wage rate)

Our estimated cost for items 1-4 within area outlined in yellow is **\$4,960**. (Based on Washington State prevailing wage rate)

Please do not hesitate to call with any questions or concerns.

Sincerely,

CLARK LAND OFFICE

Jim Almaden, PLS

Draft Port of Port Townsend Boat Haven Survey Data Collection Scope

Kennedy Jenks is assisting the Port of Port Townsend with assessment of existing stormwater conveyance elements as part of a site-wide stormwater conveyance and treatment redevelopment project. The goal of our initial efforts will be to assess current site grades and surface and subsurface features to develop a base map that will serve as the basis for future grading, resurfacing, and stormwater utility upgrades.

- 1) See aerial below for approximate survey limits.
- 2) Please provide separate quotes for doing a topographical survey for both the red and yellow bounded areas.
- 3) Please also provide an hourly cost for on-call assistance that may be requested to help remove lids, access vaults, trace line, etc.
- 4) The survey will include the following:
 - a) 3D site contour map in accordance with Consultant's CAD standards and plot plan requirements for the Port of Port Townsend's boat yard showing site topography with one-half foot contour intervals. Include all spot elevations 25 feet O.C., on a separate layer in the delivered drawing. Horizontal and vertical controls will be based on previous datums. All vertical and horizontal elevations will be accurate to nearest 0.01 foot.
 - b) All surface features within the survey limits including but not limited to buildings, fences, gates, manholes, trench drains, hand holes, traffic striping, edge of pavement, edge of gravel, power poles, curbs, railings, posts, tanks, piping, tarps, etc.
 - c) Pipe IEs, size, and orientation; structure IE; structure rim; and structure size for approximately 100 stormwater CBs/manholes.
 - d) Utility structure locations will be shown and accessible manholes and catch basins will be opened and line sizes, rim and sump elevations, materials of construction, and invert elevations identified. Work will be scheduled to coincide with low tide to obtain invert elevations of pipelines, structure sump elevations, etc., if necessary. Offsets of manhole lids from pipe alignment will also be shown.
 - e) Exposed underground utility sizes, types, materials, and inverts identified during utility locate efforts.
 - f) All utility poles with pole numbers and identification of carried utilities.
 - g) Updated site map stamped by a land surveyor professionally licensed in the State of Washington including survey data to Consultant in AutoCAD Civil 3D 2018 (or later) format.
 - h) Verify survey data that was previously collected within the survey limit boundary.
 - i) Coordinate with KJ to record pothole and underground utility locations after they have been identified by others.

Deliverables

- 1) Create a base map in AutoCAD Civil 3D containing the survey data and a Civil 3D topographical surface.
- 2) Provide the base map signed by a land surveyor professionally licensed in the State of Washington



MEETING DATE	November 22, 2022
AGENDA ITEM	<input type="checkbox"/> Consent <input type="checkbox"/> 1 st Reading <input type="checkbox"/> 2 nd Reading <input checked="" type="checkbox"/> Regular Business <input type="checkbox"/> Informational
AGENDA TITLE	VII. A. Updated Organizational Chart
STAFF LEAD	Eron Berg, Executive Director
REQUESTED	<input type="checkbox"/> Information <input checked="" type="checkbox"/> Motion/Action <input type="checkbox"/> Discussion
ATTACHMENTS	<ol style="list-style-type: none"> 1. Memo 2. Organizational Chart

Motion to approve the attached, updated organizational chart.

DATE: 11/22/2022
TO: Commission
FROM: Eron Berg, Executive Director
SUBJECT: Updated Organizational Chart

ISSUES

1. Should the Commission approve the requested updated organizational chart?

BACKGROUND

Under Resolution 762-22 and port practices, the Commission approves the organizational chart, and the executive director administers day-to-day operations including personnel.

DISCUSSION

As discussed in the 2023 budget process, staff are requesting an update to the organizational chart that shifts the role of harbormaster out of the union and modifies the current CSR-III position to be assistant harbormaster. This position will be filled within the existing FTE count (no new FTE is being created with this request).

The goal of this shift is to better reflect the reality of the position of harbormaster as a management position while also empowering a member of the team to have the lead role, particularly overseeing the Boat Haven moorage and yard office operations. We expect this change to also help us in our continued effort to improve customer service.

FISCAL IMPACT

The fiscal impact has already been addressed in the 2023 budget.

ATTACHMENTS

1. Revised organizational chart

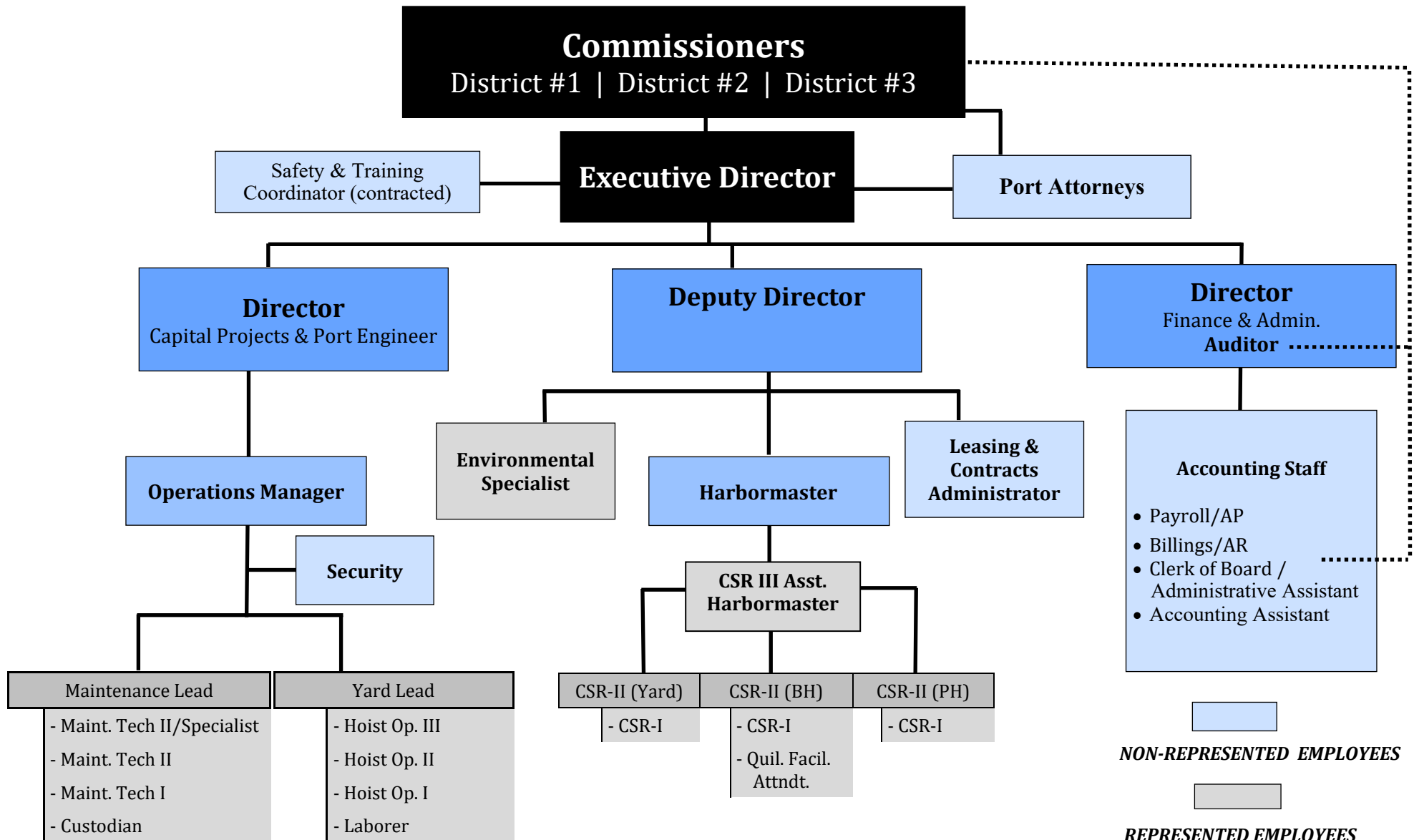
RECOMMENDATIONS

Motion to approve the attached, updated organizational chart.

PORT OF PORT TOWNSEND

Organizational Chart

Page 51 of 62



Last Adopted: 11/10/2022
Draft Not Yet Adopted

MEETING DATE	November 22, 2022
AGENDA ITEM	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> 1 st Reading <input type="checkbox"/> 2 nd Reading <input checked="" type="checkbox"/> Regular Business <input type="checkbox"/> Informational
AGENDA TITLE	VII. B. Boat Haven Breakwater Repair Update
STAFF LEAD	Matt Klontz, Director of Capital Projects and Port Engineer
REQUESTED	<input type="checkbox"/> Information <input checked="" type="checkbox"/> Motion/Action <input type="checkbox"/> Discussion
ATTACHMENTS	<ol style="list-style-type: none">1. Memo2. Attachment 1 - Boat Haven Breakwater Exhibit

DATE: 11/22/2022
TO: Commissioners
FROM: Matt Klontz
CC: Eron Berg, Eric Toews, Abigail Berg
SUBJECT: Boat Haven Breakwater Repair Update

ISSUE

Should the Port of Port Townsend begin the design phase to replace the easternmost 550 feet of the Boat Haven breakwater? How extensively should the Port repair the breakwater in the near term if the long-term goal is to replace the breakwater?

BACKGROUND

In December 2018, a winter storm caused damage to the south face of the Boat Haven breakwater. In 2019 the Port received bids to repair the damage. American Construction was the lowest responsive and responsible bidder. The Port executed an agreement with American Construction to fix the breakwater. However, the Port suspended the contract with the intent to resume the work after the Port secured an Army Corps of Engineers 401 permit. Early this year, the Port received the necessary permit and negotiated an equitable adjustment in contract price to account for cost escalation due to the two-year suspension. However, the Port has not obtained authorization on this new amount for repair to begin.

DISCUSSION

This past year, Port staff have been coordinating with the Army Corps of Engineers and federal legislators to advocate that ownership of the 550-foot Port-owned breakwater be transferred to the Army Corps of Engineers. The Army Corps currently owns the 1950-foot section of breakwater built in the 1960s. Transferring ownership requires federal authorization and may also require the replacement of the breakwater before ownership is transferred. The Port beginning preliminary design and permitting would help facilitate the transfer in ownership and better position the project for final design and construction funding.

FISCAL IMPACT

The Port's capital improvement budget for 2023 includes \$400,000 of Boat Haven reserves to fund the breakwater repair. The cost to make this repair per the 2019 contract plan is \$350,000, excluding contingency to cover change orders. However, Port staff evaluated the breakwater condition and believes an alternate repair is more appropriate, given the goal is to replace the breakwater fully. The engineer's estimate for the alternate repair is \$185,000, excluding contingency to cover change orders. Port staff would like to use the difference of about \$200,000 between the budgeted funding and the alternate repair cost to begin design for the replacement of the breakwater.

ATTACHMENTS

Attachment 1 - Boat Haven Breakwater Exhibit

RECOMMENDATION

A formal motion is not required. However, Port staff is requesting Commission provide guidance.

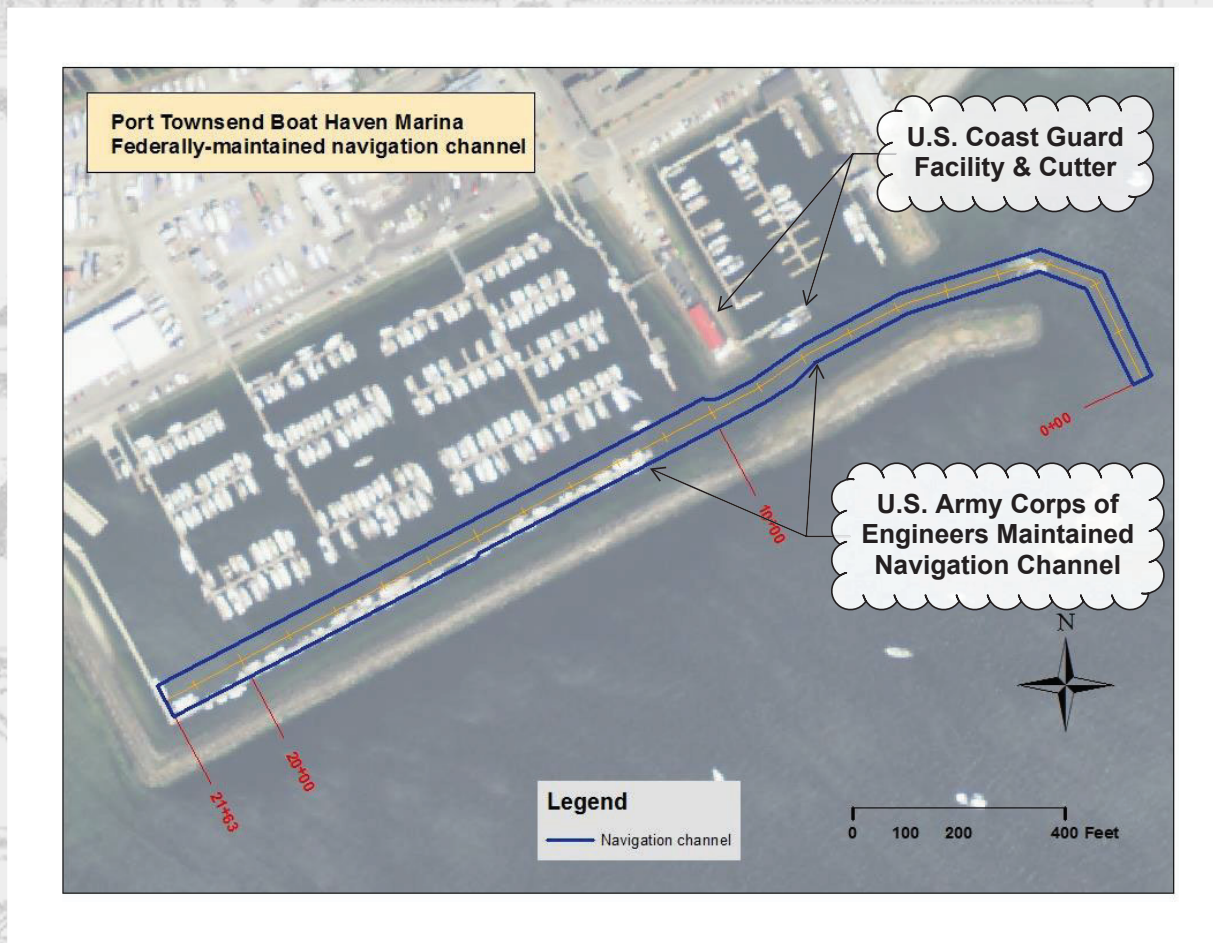
Port Townsend

Seattle District
Federal O&M project

- Rustin Director
- Program Manager
- Seattle District
- December 2021



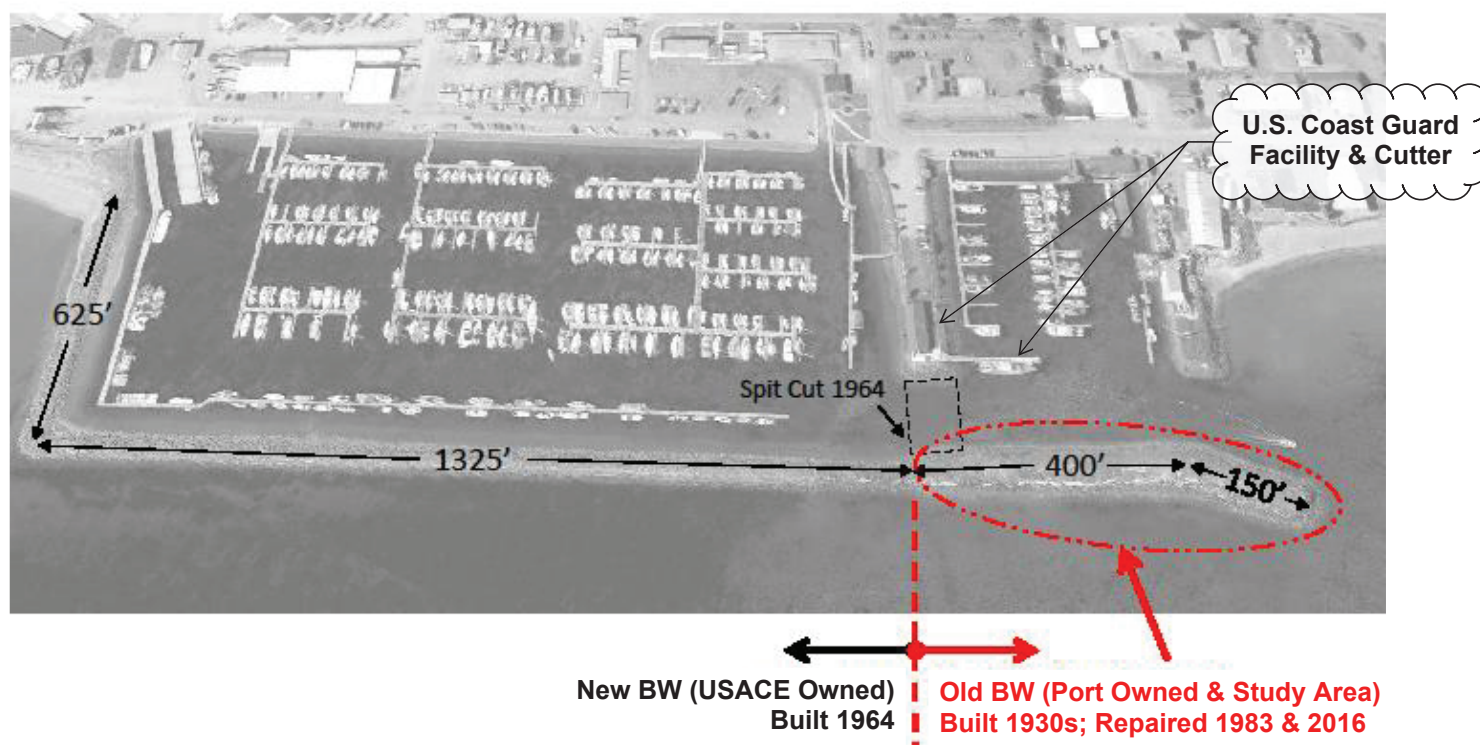
US Army Corps
of Engineers®



Boat Haven Breakwaters (BWs)



- Graphic Source:
Mott MacDonald
Breakwater
Condition
Assessment
November 2016





November 10, 2022

Eron Berg
Port of Port Townsend
PO Box 1180
Port Townsend, WA 98368

RECEIVED
NOV 18 2022

Dear Kris,

Port of Port Townsend
Administration Office

The Port Townsend Main Street Program thanks the Port of Port Townsend for its participation in the Main Street Tax Credit Incentive Program which gives the opportunity to put a portion of its Business & Occupation Tax dollars to work right here in Port Townsend.

We are very appreciative of the Port of Port Townsend's contribution of \$15,000.00. This donation allows us to continue to expand projects that enhance the quality of our community and supports the revitalization of our historic districts. Your business is a valuable community partner and we are grateful for your continued investment in our city.

Thank you again for your commitment to the Port Townsend Main Street Program, which is dedicated to the economic vitality and historic preservation of Port Townsend.

Sincerely,

Mari

Mari F. Mullen and the Board of Directors
The Port Townsend Main Street Program

*We appreciate your
strong support & look
forward to 2023 Projects*

~~~~~  
For Your Records

Received from: Port of Port Townsend

For: Port Townsend Main Street Tax Incentive Program 2022

Amount: \$15,000.00

We thank you for your support of our mission.



## PORT TOWNSEND YACHT CLUB

November 7, 2022

Eron Berg  
Port of Port Townsend  
PO Box 1180  
Port Townsend, WA 98368

Eron,

I am writing on behalf of the Port Townsend Yacht Club's Scholarship Committee. We are very excited to be embarking on our Scholarship program for 2023 as we all emerge from the last few very challenging years. With the generous support of our membership and the community through our massive garage sale, we anticipate again being able to award several substantial scholarships. The program remains generally unchanged and details such as the deadline for applications of February 6, 2023, can be found on our website [www.ptyc.net](http://www.ptyc.net) or on the Washboard at [www.thewashboard.org](http://www.thewashboard.org). We are again able to award scholarships to graduating high school seniors as well as adults entering maritime studies or trade programs.

Examples of the programs that the recipients have entered range from formal educational experiences such as marine science, engineering, or research to getting a captain's license, attending the Northwest School of Wooden Boat Building, and even courses in making boat canvas.

I am including a poster that we hope you can display and a copy of the scholarship application which should answer most of your questions. Please feel free to contact me with any questions or concerns you may have. We have enjoyed our association with you, applaud your work, and wish you well in your important and challenging future endeavors. Good luck and thank you!

Karen Cavin  
Member of the PTYC Scholarship Committee  
[kcavin21@icloud.com](mailto:kcavin21@icloud.com)  
801-5716056



**PORT TOWNSEND YACHT CLUB**  
2023 Maritime Scholarship Application Form

### SCHOLARSHIP PURPOSE

Scholarships will be awarded to individuals for post-high school study in a maritime educational program at a technical school, college or university. Approved fields include, but are not limited to, marine biology, fisheries, ship and/or boat building and repair, ship operations such as officer and/or deckhand training, commercial dive training, and other marine fields. Programs may include college and vocational schools as well as credentialed short courses and programs.

Scholarships may be made available to individuals residing in Jefferson County, Washington, desiring to attend post-high school maritime program either inside or outside the County, as well as to individuals residing outside the County desiring to attend programs or receive training inside the County.

Awards will be made to the educational program at a technical school or credentialed short course program, college or university for the awardee's use. The scholarships are funded by members of the Port Townsend Yacht Club and are made available to qualifying awardees on an equal opportunity basis. Applications are available on the Club's website at [www.ptyc.net](http://www.ptyc.net) and on the Washboard at [www.thewashboard.org](http://www.thewashboard.org).

### APPLICATION PROCESS

1. Complete the application and essay questions contained in this application.
2. Attach signed letters of reference from three (3) of your instructors, other maritime staff, or employment supervisors.
3. If you are currently attending a school program or have done so in the last 3-5 years, attach a certified copy of your most current transcript or report card. If you are not attending and/or have not done so in the last 3-5 years, you may include a letter of recommendation from your current employer/supervisor; you may also include your grade report as an optional input to the letter of recommendation.
4. You may send your application via mail or email. Email is preferred.
  - a. Via e-mail: [scholarship@ptyc.net](mailto:scholarship@ptyc.net)
  - b. Via mail: (Please **clearly** mark the envelope)  
 PTYC SCHOLARSHIP APPLICATION  
 Scholarship Committee  
 PO Box 75  
 Port Townsend, WA 98368
5. Applications **must** be postmarked or emailed no later than February 6, 2023. Be sure your application includes all the items listed above.
6. Please ensure your application address all the listed above. For questions, contact PTYC Scholarship Committee Chair at [scholarship@ptyc.net](mailto:scholarship@ptyc.net)



**PORT TOWNSEND YACHT CLUB**  
**2023 Maritime Scholarship Application Form**

**SCHOLARSHIP SELECTION CRITERIA**

1. Applicant's goal for use of the scholarship funds matches the Port Townsend Yacht Club's purpose for providing the funds.
2. Applicant's demonstrated need for scholarship funds.
3. Content and completeness of application (including neatness, grammar and spelling).
4. Applicant's character, motivation, and potential as evidenced by the completed application and letters of references.
5. Grade report or letter of recommendation from employer, with grade report optional, if last grade report is more than 3-5 years old.

The amount of individual scholarship awards depends on how many scholarship applicants are received that meet the criteria. It is anticipated the individual awards for 2023 may range from \$500 to \$2,000 per successful applicant. It is anticipated 4-5 scholarships will be awarded.

**APPLICATIONS *MUST* BE POSTMARKED OR EMAILED**

**NO LATER THAN FEBRUARY 6, 2023.**



**PORT TOWNSEND YACHT CLUB**  
2023 Maritime Scholarship Application Form

**APPLICATIONS *MUST* BE POSTMARKED OR EMAILED**

**NO LATER THAN FEBRUARY 6, 2023.**

**Please complete the following:**

NAME:

ADDRESS:

EMAIL:

PHONE:

SCHOOL and PROGRAM YOU WILL ATTEND:

GRADE LEVEL (if applicable):

HOW DID YOU LEARN ABOUT THIS SCHOLARSHIP? **Please**

**address the following questions in an essay format:**

1. What is the Maritime/Nautical education experience for which scholarship funds are being requested?
2. What amount of \$'s are you requesting?
3. If the experience costs more than the funds being requested, confirm your ability to obtain the remaining necessary funds.
4. Please describe your maritime/nautical interests, goals, and plans.
5. Given that there may be many applicants for these scholarship funds, please tell the committee in detail why you think they should specifically award funds to you.

**Thank you for your application. Formal scholarship award notifications will be made In March 2023.**





# PORT TOWNSEND YACHT CLUB **2023 SCHOLARSHIPS**

Seeking applicants interested in skills in the  
**Marine Sciences, Marine Systems,  
Maritime Trades and Boatbuilding**



**FIND APPLICATIONS AT:**  
[www.ptyc.net](http://www.ptyc.net)    [www.thewashboard.org](http://www.thewashboard.org)

**APPLICATIONS DUE FEBRUARY 6, 2023**