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**Commission Meeting
2nd Monthly Meeting Agenda
Wednesday, February 22, 2023, 5:30 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
 - IV. Consent Agenda
 - A. Approval of Workshop & Business Meeting Minutes from February 8 and Special Meeting Minutes from February 15, 2023 2
 - B. Approval & Ratification of Warrants 10
 - C. Station Prairie, LLC - Amendment No. 1 19
 - D. Ernest R. Baird Boat Haven Land Lease Early Termination Agreement and Port Townsend Shipwrights, Inc. Lease Amendment No. 2 28
 - V. Second Reading ~ none
 - VI. First Reading ~ none
 - VII. Regular Business
 - A. Short's Family Farm
 - B. Point Hudson Jetty Update
 - VIII. Staff Comments
 - IX. Commissioner Comments
 - X. Next Public Workshop and Regular Business Meeting: Wednesday, March 8, 2023 at Pavilion Building and via Zoom, with Public Workshop at 9:30 a.m. and Regular Business Meeting at 1:00 p.m.
 - XI. Executive Session
 - XII. Adjournment
- Informational Items**
- WSDOT Hood Canal Bridge Summer Closures..... 43
 - Amendment to Port Rules and Regulations Restrooms 48
 - Senator Murray Letter of Support for Community Healthier Together Initiative 49
 - Upcoming Commission Meeting Schedule 50

PORT COMMISSION PUBLIC WORKSHOP – February 8, 2023

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
Executive Director Berg
Director of Capital Projects and Port Engineer Klontz
Operation Manager Sparks
Recorder Sanders

Excused: Commissioner Hanke

I. CALL TO ORDER: (Rec. 00:00:17)

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

There was acknowledgement and a moment of silence over the sudden death of Port yard employee Cameron Dean.

II. AGENDA: (Rec. 00:30:00)

A. WPPA, Governance and Management Guide – Chapter 1 Governance and Management

Commissioner Hasse led a roundtable discussion of the chapter. She noted the purpose of review of the Manual is to better understand the Port's roles and responsibilities. Discussed were the following focus areas of interest: organizational structure, cost-revenue centers, general and administration overhead cost, debt allocation, tempo of decision making, and culture/keystone documents.

II. ADJOURNMENT: (Rec. 02:07:00)

The Workshop adjourned at 11:04 a.m.

ATTEST:

Pamela A. Petranek, President

Peter W. Hanke, Secretary

Carol Hasse, Vice President

PORT COMMISSION REGULAR BUSINESS MEETING – Wednesday, February 8, 2023

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 Carol Hasse and Pam Petranek (in person) with Pete Hanke (virtual)
Executive Director Eron Berg
Deputy Director Eric Toews
Director of Finance and Administration Abigail Berg
Director of Capital Projects & Port Engineer Matt Klontz
Operations Manager Chris Sparks
Lease and Contracts Administrator Sue Nelson
Attorney Seth Woollen
Port Recorder Joanna Sanders

- I. CALL TO ORDER & PLEDGE OF ALLEGIANCE (Rec. 00:00:00)
Commissioner Petranek called the meeting to order at 1:00 p.m.

There was a moment of silence in recognition of the untimely death of yard crewmember Cameron Dean.

- II. APPROVAL OF AGENDA (Rec. 00:02:00)
The agenda was approved as amended by unanimous consent.

- III. PUBLIC COMMENTS – GENERAL (Rec. 00:02:42)
Tom Ehrlichman provided written comment on the Short Farm proposed purchase.

- IV. CONSENT AGENDA (Rec. 00:04:40)
A. Approval of Workshop & Business Meeting Minutes from January 25, 2023
B. Approval & Ratification of Warrants
Warrant #066300 in the amount of \$303.76
Warrant #066301 in the amount of \$471.10
Warrant #066302 in the amount of \$1,444.20
Warrant #066303 through #066308 and electronic payment in the total amount of \$221,440.91
Warrant #066309 in the amount of \$1,576.72
Warrant #066310 through #066368 in the amount of \$107,986.91
C. Pete Stein & Compass Woodwork, LLC/The Shop Cooperative - Building Lease Assignment

The Consent Agenda as written approved by unanimous consent.

- V. SECOND READING ~ none

- VI. FIRST READING ~ none

- VII. REGULAR BUSINESS (Rec. 00:05:30)

- A. December 2022 Year-to-Date Financials - Preliminary

Director of Finance and Administration Abigail Berg led a review of the report. The 2022 Annual Report would be completed by the end of May with the audit to follow this summer. The Port ended the year with \$5.3 million in capital expenditures; approximately 82% of those were related to the Point Hudson Jetty Project. There were no other changes to capital purchases from the previous month's report. Cash balances ended with roughly 30% more than the prior year. Debt service obligations were properly paid off in 2022. Responding to questions, it was noted there is a new section on the 2021 line of credit which was used as a bridge to pay the jetty contractor Orion until grant funding was received. Some discussion ensued about the financial statement and operating revenues, expenditures, and budget. Questions related to the large increase in bank charges and differences in various budgeted versus actual expenses, fuel dock revenues in Boat Haven properties, and utilities (electric, garbage and water). Director of Finance Berg explained an additional line item was added in 2022 to separate garbage and water revenue from what was previously titled "Reimbursed Utilities," and review of these compared to 2021 shows an overall increase of almost \$14,000. The negative Electric revenue reflects a legacy Port practice of reimbursing Port tenants that have customer vessels blocked on their leased property and provide electricity to them during the vessel's repair work window. There was a request for Boat Yard revenues for the month of December 2021 and 2022. There were also questions about why Operating Supplies had gone up so much.

B. Point Hudson Jetty Update (Rec. 00:33:40)

Director of Capital Projects & Port Engineer Klontz gave a report of contractor activities and cooperation among the project team throughout the first project phase. Anticipating demolition of the south jetty, coordination has begun with the diving community. Some discussion ensued regarding the timeline for replacing that structure in a shorter work window.

C. Short Family Farm (Rec. 00:51:00)

Executive Director Eron Berg reported that discussions continue with the Short Family. A special Commission meeting would be called for next week to authorize capital budget financing of \$1.4 million contingent upon receiving State legislative funding. There may be a possibility for a lease back of the family home to the Shorts. Executive Director Berg spoke about the difficulties with the approach suggested by Tom Erlichman of negotiating a purchase and sale dependent on further study. A firm proposal is needed when seeking support from the State.

Commissioner comments were as follows: Public feedback has reflected concerns about a breakeven operation and support for a revenue-producing venture. Public comment includes a valuable report from the Jefferson County Farmer's Survey from 2012 provided by Diane Johnson. It verifies the large need for farming among others in favor of this property purchase. There was strong interest in organic farming practices even if not siting "certified" organic farms to ensure pesticides do not shown up in Chimacum Creek.

D. Port Commission Retreat (Rec. 01:13:27)

The retreat was set for April 19-20, 2023.

VIII. STAFF COMMENTS (Rec. 01:15:55)

Executive Director Eron Berg noted the agenda packet included a BOCC funding request for the waterwalk project comprised of \$200 million for preliminary study and feasibility that would lead to future funding requests. Effort has been made on the airport terminal. Port resources would be used to build a 320 sq. foot structure with septic permitting and building design by Guy Hupy. A termination agreement associated with the County MRW facility is forthcoming to the Commission. Senator Patty Murray has opened her spending portal and over the next three weeks, the Boat Haven main breakwater project would be presented. A Commission suggestion was to consider solar panels for the airport terminal and that consideration of alternative sources of energy might be a retreat discussion item.

Deputy Director Toews announced the submission of the zoning code text amendment for short-term rental use of the Point Hudson duplex building. The City would act on this matter later in the year. The West Boatyard stakeholders met January 24 and would meet again the first week of March. Next Tuesday, he and Matt Klontz would present a request to RCO for the boat facilities grant for the Herb Beck marina launch ramp, handling float, parking and other site improvements, including renovation of public restrooms. Several lease matters coming forward to the Commission include PT Shipwrights leasehold space formerly held by Ernie Baird and negotiations continue with Sea Marine. He and Kimberlie Webber met with AEG Atlas on the Phase II environmental assessment of San Juan grocery site to identify the scope of contamination and set up the site for reuse and redevelopment. Options are under exploration for making Point Hudson building repairs timed with other marina activities.

Director of Finance and Administration Abigail Berg reported two new CSRs would start next week. Today is the first day for the AR/Billing Accountant replacement. Openings still include: Custodian, Maintenance Tech II, and now a Hoist Yard Operator I.

Director of Capital Projects & Port Engineer Klontz reported on the Gardiner boat launch replacement preliminary design and joint aquatic permit application and Boat Haven stormwater project base mapping being done by Clark Land Office.

Operations Manager Sparks reported the shipyard is full, there are 15 open spots in the 75-ton yard. Changes in the yard include areas near Haven Boatworks. The Port purchased three fleet replacement vehicles. A surplus list would come before the Commission at an upcoming meeting.

Lease and Contracts Administrator Nelson recognized the Commission's approval of the lease assignment for the Shop Cooperative. She reported lease negotiations

continue with Sea Marine, and Shipwrights Coop, and is working on small rental agreements.

Administrative Assistant Sanders: noted a Commission meeting schedule would be included in future packets following up from today's workshop discussion.

IX. COMMISSIONER COMMENTS (Rec. 01:55:25)

Commissioner Hanke: Recognized staff for the many projects currently underway and discussion at the Commission retreat whether the staff organizational structure is sufficient.

Commissioner Hasse: Recommended Matt Klontz forward to the Jefferson County Marine Resources Committee data associated with the shoreline storm damage at the marina.

Commissioner Petranek reported on her attendance at WPPA Port days in Olympia with state legislators. There were funding requests for the Short Farm purchase in 2023 and dock replacements in 2024. Related to alternative energy exploration and the perspective of "cradle to grave" impacts, she pointed to the book *Cobalt Red*. She attended an Economic Development Council event at Finn River for community members starting a business. This Friday, there would be another recording for *Our Working Waterfront*.

X. Next Public Workshop & Regular Business Meeting (Rec. 02:05:24)

Wednesday, February 16, 2023 at 5 p.m. Intergovernmental Collaborative Group hosted by the PUD at the Pavilion.

Wednesday, February 22, 2023 at 5:30 Regular Business Meeting at the Pavilion Building & via Zoom.

A Special Meeting was set for Wednesday, February 15 at 1 p.m. regarding the Short Family Farm.

XI. EXECUTIVE SESSION: None

XII. ADJOURNMENT (Rec. 02:09:00): meeting adjourned at 3:09 p.m., there being no further business before the Commission.

ATTEST:

Pamela A. Petranek, President

Peter W. Hanke, Secretary

Carol L. Hasse, Vice President

PORT COMMISSION SPECIAL BUSINESS MEETING – Wednesday, February 15, 2023

The Port of Port Townsend Commission met in a special business session at the Point Hudson Pavilion at 355 Hudson Street, Port Townsend, WA and via Zoom online.

Present: Commissioners Hasse, Hanke and Petranek
Executive Director Eron Berg
Director of Finance and Administration Abigail Berg
Operations Manager Sparks
Harbormaster Ferrero
Port Recorder Sanders

I. CALL TO ORDER (Rec. 00:00:42)

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

II. RESOLUTION #787-23 AUTHORIZING ACQUISITION OF 253 ACRES OF PROPERTY (SHORT'S FAMILY FARM)

A. Staff Presentation (Rec. 00:02:00)

Executive Director Berg led the staff presentation reviewing the documents provided with the agenda: Informational Memorandum (with purchase price, lease back provisions, contingency, and implementation timeline beginning no earlier than the fall of 2024). He reviewed the Port's authority and mission since 1926 and noted the Port would utilize State funding to support this constrained property for environmental stewardship and support of the agricultural community. He recognized concerns over the lack of a farm plan saying this would be addressed with the help of the farming community.

B. Public Comment (00:05:55)

Written comments were received from the following:

Eric Taylor provided suggestions for and urged developing land at the airport.

Al Bergstein spoke in opposition with concerns the project is outside the scope of the Port.

Bob Simmons spoke about concerns with the lack of a plan.

Howard Tucker spoke in opposition out of concern for using taxpayer funding on the project.

Janet Welch provided detailed remarks supporting the visioning but with concern about this purchase.

Tony Kastella spoke about concerns over the purchase and instead urged spending funding to fix stream flow for all users.

Eric Kingfisher written remarks were relayed about the conservation easement as well as about how the stewardship plan and conservation office work together.

In person remarks:

Jeff Kelety spoke in support and requested better financial reporting of Port spending.

Steve Dowdell, of Gray Fox Farm and representing the Short family in the sale, spoke in support of the project and for the Port involving itself in agriculture.

Joel Holtrop of the Jefferson County Conservation District, spoke about the availability of Ecology grant funding to develop a strategic plan for the watershed to address the drainage issue.

Dave Seabrook of Chimacum spoke in favor of the resolution as a good opportunity.

Teresa Hoffman resident of Jefferson County, asked about the plan and structure. As a beef producer, she is interested in USDA processing.

Janet Welch spoke to her written remarks and specifically about potential violations of the Conservation Easement (Section 3.1). She proposed an additional contingency clause.

Keith Norlin spoke about farming and fish as being incompatible and channelizing the stream being detrimental to fish. He called for fiscal responsibility and a plan.

Karen Sullivan spoke about the Port's investment in a non-port activity with concerns about the return on investment.

Tom Ehrlichman (via letter) provided detailed remarks and documents pointing out the Port has not sought alternative sites.

C. Commission Deliberation/Action (Rec. 00:41:40)

Commission: Following reading of the resolution, it was noted the Port met with State legislators on the Port's request for \$1 million. Additional remarks were that it is not unusual for a port district to get involved in agriculture. With support from the State, the remainder of the costs would fall under current spending. There was recognition of the need for a plan and shared concern that combining habitat and farming is a challenge. Noted were the core mission of economic development and Commission strategic planning goals for rebuilding and repairing core infrastructure and services for resiliency, expanding practical skills, and addressing climate concerns. Citing the farm survey, opportunities exist for growing agriculture, supporting local salmon and food production in cooperation with community partners. The Commission expressed appreciation for public input to date and concurred with the desire for a return on investment. The Port would utilize the Port-wide capital reserve fund and State revenue to purchase the farm. It was recognized the Port's organizational structure may need to change to support the effort. Addressing the public concern that riparian restoration with no net loss is possible, Director Berg noted it would be a challenge to request a legal interpretation for a hypothetical situation. There is difficulty satisfying that contingency without engaging the farming community.

Commissioner Hanke moved to adopt Resolution 787-23 authorizing the Executive Director to sign a purchase and sale agreement to acquire the Short's Family Farm, contingent on state funding. Unanimously approved.

IV. ADJOURNMENT(Rec: 01:15:49)

The meeting adjourned at 2:15 p.m., there being no further business before the Commission.

ATTEST:

Pamela A. Petranek, President

Peter W. Hanke, Secretary

Carol L. Hasse, Vice President



WIRE APPROVAL – Jefferson County Treasurer

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 this claim by Orion Marine Contractor's Pay Estimate #05 is approved for payment in the amount of **\$332,332.03** on this **22nd** day of **February, 2023**.

For: **Point Hudson North Jetty Construction Work**

Commissioner Pam Petranek

Commissioner Carol Hasse

Commissioner Pete W. Hanke

S. Abigail Berg, Director of Finance
And Administration



Internal Memo

To: Abigail Berg, Director of Finance
From: Matthew Klontz, Capital Projects Director *(MK)*
Date: 2/13/2023
Re: Pay Estimate No 5: for
 Point Hudson Breakwater Replacement Project
 Port Project No. PH-01-001
 EDA Award No. 07-79-07724

Enclosed is the completed pay estimate for above reference project covering work performed by Orion Marine Contractors from January 1 to February 10, 2023. The amount of this payment is identified below. Please note that Orion has provided a retainage bond in lieu of the Port withholding a 5% payment. In other words, no retainage should be withheld. Also, payment to Orion should include payment of WSST. Please note the total amount due for Pay Estimate 2 was \$2,633,976.33. The amount paid was \$2,633,967.33 for a difference of \$9.00 which is included in this payment.

Base Amount this Pay Estimate:	\$ 304,604.06
Add WSST (9.1%):	\$ 27,718.97
Less Retainage (Bond in Lieu):	\$ 0.00
Balance Due from Pay Estimate 2	\$ 9.00
Total Payment this Period:	<u>\$ 332,332.03</u>

Total Prior Payments:	\$5,305,189.30
Total Payment to Date:	\$5,637,521.33

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WARRANT APPROVAL

We, the undersigned, as Commissioners and Auditing Officer of the Port of Port Townsend, in Jefferson County, Washington, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, and that the claims is a just, due and unpaid obligation of the Port of Port Townsend, that I am authorized to authenticate and certify to said claim and that these claims, in Warrant No 066370 generated on February 8th, 2023 in the amount of \$303.76 is ratified.

Signed and Authenticated on this 22nd day of February, 2023.

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
0000066370	2/8/2023	CIT010	City of Port Townsend				
			MIP23-008				
				2/8/2023	303.76	0.00	303.76
				Report Total:	303.76	0.00	303.76

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WARRANT APPROVAL

We, the undersigned, as Commissioners and Auditing Officer of the Port of Port Townsend, in Jefferson County, Washington, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, and that the claims is a just, due and unpaid obligation of the Port of Port Townsend, that I am authorized to authenticate and certify to said claim and that these claims, in Warrant No 066371 through No. 066427, are approved for payment in the amount of \$298,968.93 on this 22nd day of February, 2023.

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)

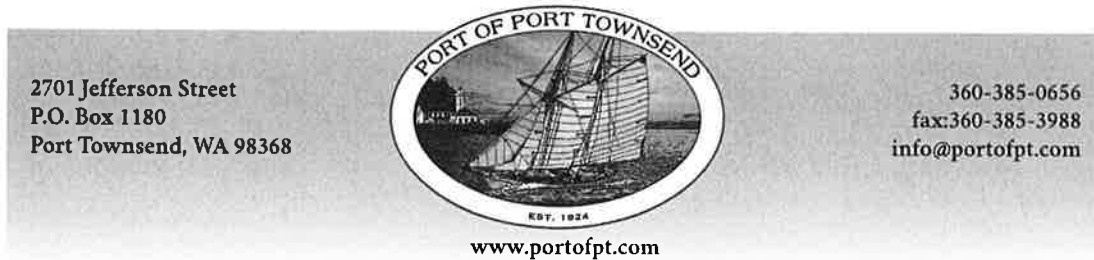
Bank Code: W - WARRANTS PAYABLE							
Check Number	Check Date	Vendor	Invoice Number	Invoice Date	Invoice Amount	Discount Applied	Payment Amount
0000066371	2/22/2023	48N010	48 North				Check Entry Number: 001
			104340	2/1/2023	1,000.00	0.00	1,000.00
0000066372	2/22/2023	A1C050	A-1 Coupling				Check Entry Number: 001
			K07141-001	2/10/2023	208.49	0.00	208.49
0000066373	2/22/2023	ACI010	Acies Communications LLC				Check Entry Number: 001
			5679	2/9/2023	251.88	0.00	251.88
0000066374	2/22/2023	ADM002	Admiral Ship Supply Inc.				Check Entry Number: 001
			1/2023 STATEMENT	1/31/2023	2,992.03	0.00	2,992.03
0000066375	2/22/2023	BAN005	Bank of America				Check Entry Number: 001
			2/5/23 STATEMENT	2/5/2023	8,568.87	0.00	8,568.87
0000066376	2/22/2023	BER040	Abigail Berg				Check Entry Number: 001
			1/2023 EXPENSE	2/13/2023	56.81	0.00	56.81
0000066377	2/22/2023	BOL070	Vincent Bolstrom				Check Entry Number: 001
			REFUND 2/15/23	2/15/2023	24.41	0.00	24.41
0000066378	2/22/2023	BRI020	Douglas Brick				Check Entry Number: 001
			REFUND 2/1/23	2/1/2023	60.80	0.00	60.80
0000066379	2/22/2023	CED005	CED				Check Entry Number: 001
			5948-1031959	2/1/2023	51.71	0.00	51.71
			5948-1032079	2/1/2023	490.95	0.00	490.95
			5948-1032351	2/7/2023	681.36	0.00	681.36
Check 0000066379 Total:					1,224.02	0.00	1,224.02
0000066380	2/22/2023	CEN030	CenturyLink				Check Entry Number: 001
			2/1/23 STATEMENT	2/1/2023	190.00	0.00	190.00
0000066381	2/22/2023	CIT001	City Of Port Townsend				Check Entry Number: 001
			0084399	2/5/2023	5,000.00	0.00	5,000.00
0000066382	2/22/2023	COM070	Compass Woodwork				Check Entry Number: 001
			DEPOSIT REFUND 50%	2/9/2023	8,677.62	0.00	8,677.62
0000066383	2/22/2023	COU035	Coultas Construction Managment Solutions, LLC				Check Entry Number: 001
			23-01P	2/10/2023	19,405.70	0.00	19,405.70
0000066384	2/22/2023	COW020	Cowling and Co. LLC				Check Entry Number: 001
			763	9/30/2022	25,962.30	0.00	25,962.30
			797	10/31/2022	33,743.60	0.00	33,743.60
Check 0000066384 Total:					59,705.90	0.00	59,705.90
0000066385	2/22/2023	DEL070	Delta Water Technologies, LLC				Check Entry Number: 001
			18001	2/22/2023	187.50	0.00	187.50
0000066386	2/22/2023	DIR070	DirecTV				Check Entry Number: 001
			075436554X230128	1/28/2023	436.25	0.00	436.25
0000066387	2/22/2023	DYN040	Dynamic Laundry Systems Inc				Check Entry Number: 001
			95406	12/20/2022	270.20	0.00	270.20
0000066388	2/22/2023	FER001	Ferrellgas				Check Entry Number: 001
			5007542691	1/26/2023	791.26	0.00	791.26
0000066389	2/22/2023	GRE015	Greentree Communications Co				Check Entry Number: 001
			10522	2/1/2023	392.76	0.00	392.76
0000066390	2/22/2023	GUA080	Guardian Security Systems, Inc.				Check Entry Number: 001
			1330483	2/1/2023	162.01	0.00	162.01
			1330484	2/1/2023	114.56	0.00	114.56
			1330486	2/1/2023	545.50	0.00	545.50
			1330487	2/1/2023	196.38	0.00	196.38
Check 0000066390 Total:					1,018.45	0.00	1,018.45
0000066391	2/22/2023	HAL090	Halberg Pacific Appraisal Service				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 Payment Amount
			2/8/2023	2/8/2023	8,000.00	0.00 8,000.00
0000066392	2/22/2023	JC0003	Jefferson County - Public Work			Check Entry Number: 001
			1/2023 STATEMENT	2/6/2023	431.77	0.00 431.77
0000066393	2/22/2023	JC1003	Jefferson Co Treasurer			Check Entry Number: 001
			2023 PROP TAX	2/22/2023	1,347.20	0.00 1,347.20
0000066394	2/22/2023	KEN020	Kennedy Jenks			Check Entry Number: 001
			161028	2/3/2023	6,101.25	0.00 6,101.25
0000066395	2/22/2023	LEM040	Lemay Mobile Shredding			Check Entry Number: 001
			4779992S185	2/1/2023	15.07	0.00 15.07
0000066396	2/22/2023	LES050	Les Schwab			Check Entry Number: 001
			37900534828	1/31/2023	81.81	0.00 81.81
			37900537386	2/8/2023	490.93	0.00 490.93
Check 0000066396 Total:					572.74	0.00 572.74
0000066397	2/22/2023	MAR096	Marian Roh			Check Entry Number: 001
			2301	2/22/2023	137.50	0.00 137.50
0000066398	2/22/2023	NOR010	Northwest Yachting Magazine			Check Entry Number: 001
			80846	2/1/2023	1,102.00	0.00 1,102.00
0000066399	2/22/2023	NOR066	Northsound Auto Group, LLC			Check Entry Number: 001
			NG260480	2/7/2023	52,652.46	0.00 52,652.46
			NG425058	2/7/2023	39,932.08	0.00 39,932.08
			NG425059	2/7/2023	39,932.08	0.00 39,932.08
Check 0000066399 Total:					132,516.62	0.00 132,516.62
0000066400	2/22/2023	O'RE030	O'Reilly Auto Parts			Check Entry Number: 001
			3939-152914	2/8/2023	7.77	0.00 7.77
0000066401	2/22/2023	OES001	OESD 114			Check Entry Number: 001
			2223000905	2/15/2023	4,311.20	0.00 4,311.20
0000066402	2/22/2023	OLY002	The Home Depot Pro Institutional			Check Entry Number: 001
			724938212	1/5/2023	4,108.43	0.00 4,108.43
			725903454	1/11/2023	3,491.25	0.00 3,491.25
			727250193	1/19/2023	1,296.75	0.00 1,296.75
Check 0000066402 Total:					8,896.43	0.00 8,896.43
0000066403	2/22/2023	OLY003	Olympic Springs, Inc.			Check Entry Number: 001
			1/31/2023	1/31/2023	111.77	0.00 111.77
			90407 1/31/23	1/31/2023	2.97	0.00 2.97
Check 0000066403 Total:					114.74	0.00 114.74
0000066404	2/22/2023	PAC004	Pacific Office Equipment Co			Check Entry Number: 001
			1/31/23 STATEMENT	1/31/2023	534.13	0.00 534.13
0000066405	2/22/2023	PAC005	PESCO			Check Entry Number: 001
			24027	11/30/2022	3,125.03	0.00 3,125.03
0000066406	2/22/2023	PAR080	Greg & Suzanne Parmelee			Check Entry Number: 001
			REFUND 2/2/23	2/2/2023	11.50	0.00 11.50
0000066407	2/22/2023	PEN005	Peninsula Fire Inc			Check Entry Number: 001
			67711	2/9/2023	292.88	0.00 292.88
0000066408	2/22/2023	PEN060	Peninsula Pest Control, Inc			Check Entry Number: 001
			64648	2/3/2023	545.50	0.00 545.50
			65320	2/8/2023	163.65	0.00 163.65
Check 0000066408 Total:					709.15	0.00 709.15
0000066409	2/22/2023	PET025	Petrick Lock & Safe			Check Entry Number: 001
			21238	2/2/2023	157.19	0.00 157.19

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
			21239	2/2/2023	106.75	0.00 106.75
			Check 0000066409 Total:		263.94	0.00 263.94
0000066410	2/22/2023	PET075	PetroCard			Check Entry Number: 001
			0229294-IN	1/19/2023	850.64	0.00 850.64
0000066411	2/22/2023	POR005	Port Townsend Leader			Check Entry Number: 001
			111672	2/1/2023	997.01	0.00 997.01
0000066412	2/22/2023	PUD001	Pud District #1			Check Entry Number: 001
			2/3/23 STATEMENT	2/3/2023	19.54	0.00 19.54
0000066413	2/22/2023	QUE030	Queensboro Shirt Co			Check Entry Number: 001
			2395594	1/18/2023	127.92	0.00 127.92
0000066414	2/22/2023	QUI001	Quill Corporation			Check Entry Number: 001
			30479010	1/27/2023	213.41	0.00 213.41
0000066415	2/22/2023	RSI050	RSINet			Check Entry Number: 001
			7069	2/5/2023	180.00	0.00 180.00
0000066416	2/22/2023	SAN035	Joanna Sanders			Check Entry Number: 001
			1/2023 EXPENSE	2/10/2023	79.14	0.00 79.14
0000066417	2/22/2023	SEC010	Security Services			Check Entry Number: 001
			126928	2/1/2023	202.30	0.00 202.30
0000066418	2/22/2023	SHO010	Shold Excavating Inc			Check Entry Number: 001
			72798	2/8/2023	3,305.33	0.00 3,305.33
0000066419	2/22/2023	SOU055	Sound Publishing, Inc			Check Entry Number: 001
			8091624	1/31/2023	930.20	0.00 930.20
0000066420	2/22/2023	STE055	Pete Stein			Check Entry Number: 001
			DEPOSIT REFUND 50%	2/9/2023	8,677.62	0.00 8,677.62
0000066421	2/22/2023	SUN020	Sunrise Coffee			Check Entry Number: 001
			20230141	2/10/2023	49.25	0.00 49.25
0000066422	2/22/2023	TAC001	Tacoma Screw Products, Inc			Check Entry Number: 001
			140068492-00	2/6/2023	1,242.04	0.00 1,242.04
0000066423	2/22/2023	TWI001	Spectra Laboratories - Kitsap			Check Entry Number: 001
			23-00775	2/13/2023	972.00	0.00 972.00
0000066424	2/22/2023	VEN070	VenTek International			Check Entry Number: 001
			136362	2/1/2023	103.65	0.00 103.65
0000066425	2/22/2023	VER020	Vernon Publications, LLC			Check Entry Number: 001
			1735	8/10/2022	1,610.00	0.00 1,610.00
0000066426	2/22/2023	WAS017	Marc Horton - Washington Project Consultants			Check Entry Number: 001
			013123-8	2/1/2023	427.50	0.00 427.50
0000066427	2/22/2023	WES060	West Marine Pro			Check Entry Number: 001
			002007	1/13/2023	2.44	0.00 2.44
			2402	2/2/2023	25.07	0.00 25.07
			Check 0000066427 Total:		27.51	0.00 27.51
			Report Total:		298,968.93	0.00 298,968.93



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. 066428 through No. 066431 generated on February 16th, 2023 in the amount of \$6,632.14 and Electronic Payment in the amount of \$105,407.86, for a total amount of \$112,040.00 is ratified.

Signed and Authenticated on this 22nd day of February, 2023.

For: Payroll and Benefits

Commissioner Pam Petranek

Commissioner Carol Hasse

Commissioner Pete W. Hanke

S. Abigail Berg, Director of Finance
And Administration

PORT OF PORT TOWNSEND

AGENDA COVER SHEET

MEETING DATE	February 22, 2023
AGENDA ITEM	<input checked="" type="checkbox"/> Consent Agenda
AGENDA TITLE	IV. C. Station Prairie, LLC - Amendment No. 1
STAFF LEAD	Eric Toews, Deputy Director
REQUESTED	<input type="checkbox"/> Information <input checked="" type="checkbox"/> Motion/Action <input type="checkbox"/> Discussion
ATTACHMENTS	A. Staff Memo B. Station Prairie, LLC Lease Amendment No. 1 & Exhibit "A"

PORT OF PORT TOWNSEND

INFORMATIONAL MEMO

DATE: 2/22/2023
TO: Port Commission
FROM: Eric Toews, Deputy Director and Sue Nelson, Lease & Contracts Administrator
SUBJECT: Station Prairie, LLC Lease Amendment No. 1

BACKGROUND: On April 27, 2022, the Port Commission approved the Station Prairie Land Lease Agreement for construction of a hangar on Hangar Site #5 at the Jefferson County International Airport. The approved premises was for a 50' x 150' (7,500 sf) pad.

DISCUSSION: Port staff has approved hangar plans provided by Mr. Bruce Seton for the construction of a hangar on pad site #5. The hangar is 50' x 160' (8,000 sf). Amendment No. 1 increases the square footage of the premises, increases the rent, and increases the amount of the security deposit to reflect the new rent.

RECOMMENDATION: Authorize the Executive Director to execute the attached Amendment No. 1 with Station Prairie, LLC.

MOTION: None required. Approval of this item on the Consent Agenda authorizes the Executive Director to execute the attached Amendment.

ATTACHMENTS

- Station Prairie, LLC Lease Amendment No. 1, including Exhibit "A"

**PORT OF PORT TOWNSEND
JEFFERSON COUNTY INTERNATIONAL AIRPORT
AIRCRAFT HANGAR SITE #5 LAND LEASE
AMENDMENT NO. 1**

THIS LEASE AMENDMENT #1 (the "first Amendment") made this ____ day of _____ 2023, by and between the PORT OF PORT TOWNSEND, a municipal corporation organized and existing under the laws of the State of Washington, Lessor, hereinafter referred to as "the Port," and **STATION PRAIRIE, LLC**, a Washington limited liability company, hereinafter referred to as "Lessee."

WITNESSETH:

1. On April 27, 2022, the parties entered into a Lease Agreement concerning certain premises situated at the Jefferson County International Airport (JCIA), in Port Townsend, WA 98368, hereinafter referred to as the "Original Lease."
2. The parties are agreed that the Original Lease should be amended to:
 - a. Modify the description of the Premises to increase the square footage
 - b. Modify the Rent payable to reflect the increased premises
 - c. Modify the Deposit payable to reflect the increased premises

NOW, THEREFORE: Effective on _____, 2023, the Original Lease shall be amended as set forth below (note: deleted text shown in strikeouts; new/amended language show with double-underlining):

A. Paragraph 1 of the Original Lease, "Leased Premises," shall be amended to read as follows:

1. **LEASED PREMISES:** The Port shall lease to Lessee and Lessee shall Lease from the Port, the following described real property situated in Jefferson County, State of Washington:

Hangar Site #5, an approximately ~~7,500 square foot (150' x 50')~~ 8,000 square foot (160' x 50') building site at the Jefferson County International Airport (JCIA), that is identified on the map figure set forth in Exhibit "A" which is attached hereto and incorporated herein by this reference.

Hereinafter, the above-described property shall be called "the Premises" or "the Leased Premises". Consistent with paragraph 9(c), below, the Lessee shall obtain a survey and legal description to establish, and field mark, the exact location and

bounds of the Leased Premises prior to the commencement of construction. Said survey shall thereafter be attached hereto and incorporated within Exhibit "A".

B. Paragraph 3 of the Original Lease, "Rent," shall be amended to read as follows:

- 3. RENT:** Lessee agrees to pay as rental for the Leased Premises the sum of ~~Five Hundred Twenty-Five Dollars (\$525.00)~~ Five Hundred Sixty Dollars plus all applicable taxes.¹ The rent for each month shall be paid to the Port in advance on or before the first day of every month of the lease term and shall be payable at such place as the Port may hereinafter designate. Beginning in year five (5) and every five (5) years thereafter, the rental rate may be adjusted to the then prevailing rate established by the Port Commission for airport land leases. The rental rate beginning in year two (2) and annually throughout the term of the lease will be adjusted by an amount equal to the accumulative amount found on the Consumer Price Index for all urban consumers (CPI-U) for Seattle-Tacoma-Bellevue, which is compiled by the Department of Labor, Bureau of Statistics. In no event shall any rent adjustment result in a reduction in rent from the rate paid in the prior year.

C. Paragraph 4 of the Original Lease, "Deposit", shall be amended to read as follows:

- 4. DEPOSIT:** Lessee shall deposit with the Port at lease inception, three months security in the amount of ~~One Thousand Seven Hundred Seventy-Seven Dollars and Twenty-Three Cents (\$1,777.23)~~ One Thousand Eight Hundred Ninety-Five Dollars and Seventy Cents (\$1,895.70).² Lessee has an existing deposit of One Thousand Seven Hundred Seventy-Seven Dollars and Twenty-Three Cents (\$1,777.23) currently on file with the Port under the original Lease. Accordingly, Lessee shall deposit and additional One Hundred Eighteen Dollars and Forty-Seven Cents (\$118.47) in order to satisfy the requirements of this Paragraph 4. The Lease shall not be effective until full deposit is made with the Port. Annually thereafter throughout the initial lease term or any extended term, the amount deposited with the Port shall be adjusted to ensure that an amount equivalent to three (3) months' then current rent plus LET is maintained as security. This deposit shall be held by the Port as security for all of Lessee's obligations hereunder and shall be refunded to Lessee upon termination of this Lease provided Lessee has faithfully performed all obligations hereunder and paid all sums owing to the Port.

All other terms and conditions of the Original Lease dated June 24, 2021, shall remain unchanged and in effect.

¹ Calculated as follows: Land @ \$0.07 per s.f. x 7,500 s.f. = \$525.00; \$525.00 x 12.84% Leasehold Excise Tax = \$67.41; \$525.00 + \$67.41 = \$592.41; 8,000 s.f. = \$560.00; \$560.00 x 12.84% Leasehold Excise Tax = \$71.90; \$560.00 + \$71.90 = \$631.90

² Consistent with Port policy, security in an amount of not less than three (3) months' rent together with applicable Washington state leasehold excise tax is required for all leases greater than one (1) year in length. As applied, the calculation is ~~\$592.41 x 3 = \$1,777.23~~ \$631.90 x 3 = \$1,895.70

This Amendment of Land Lease is authorized by the Port of Port Townsend Port Commission on the ____ day of February 2023, executed by the parties this ____ day of February 2023, and is effective immediately.

LESSEE – STATION PRAIRIE, LLC:

PORT OF PORT TOWNSEND:

Bruce B. Seton, Governing Party

Eron Berg, Executive Director

APPROVED AS TO FORM:

Port Attorney

**STATE OF WASHINGTON
COUNTY OF JEFFERSON**

I certify that I know or have satisfactory evidence that Bruce B. Seton signed this instrument and that she is authorized to execute the instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

Signature of
Notary Public: _____

My Appointment Expires: _____

**STATE OF WASHINGTON
COUNTY OF JEFFERSON**

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

Dated: _____

Signature of
Notary Public: _____

My Appointment Expires: _____

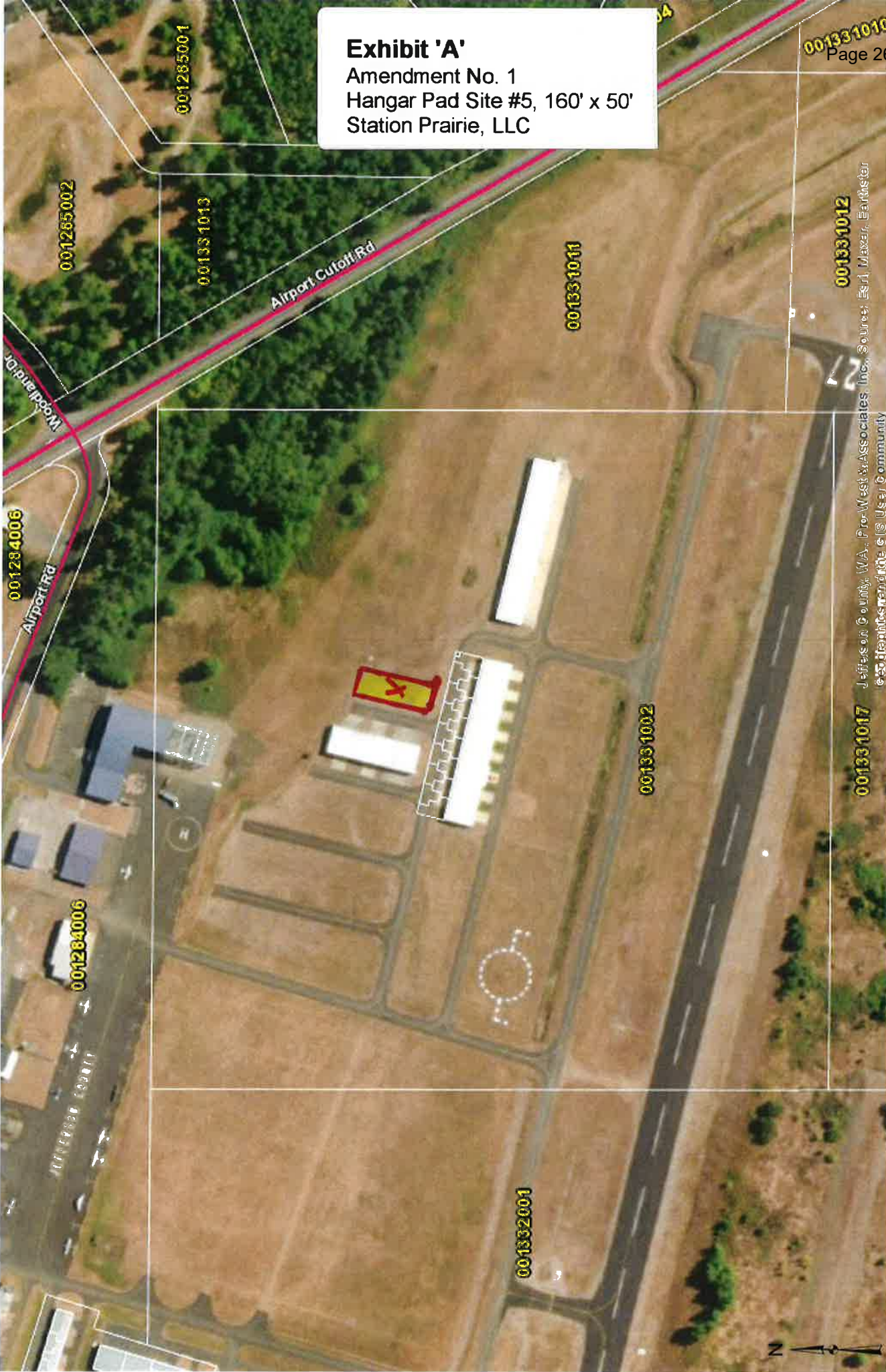


Exhibit 'A'

Amendment No. 1
Hangar Pad Site #5, 160' x 50'
Station Prairie, LLC



Jefferson County, WA

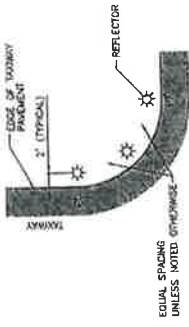
These data are provided on an "AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, merchantability, or fitness for

Date: 2/2/2023

1:4,514

Exhibit 'A' **Amendment No. 1** **Hangar Pad Site #5, 160' x 50'** **Station Prairie, LLC**

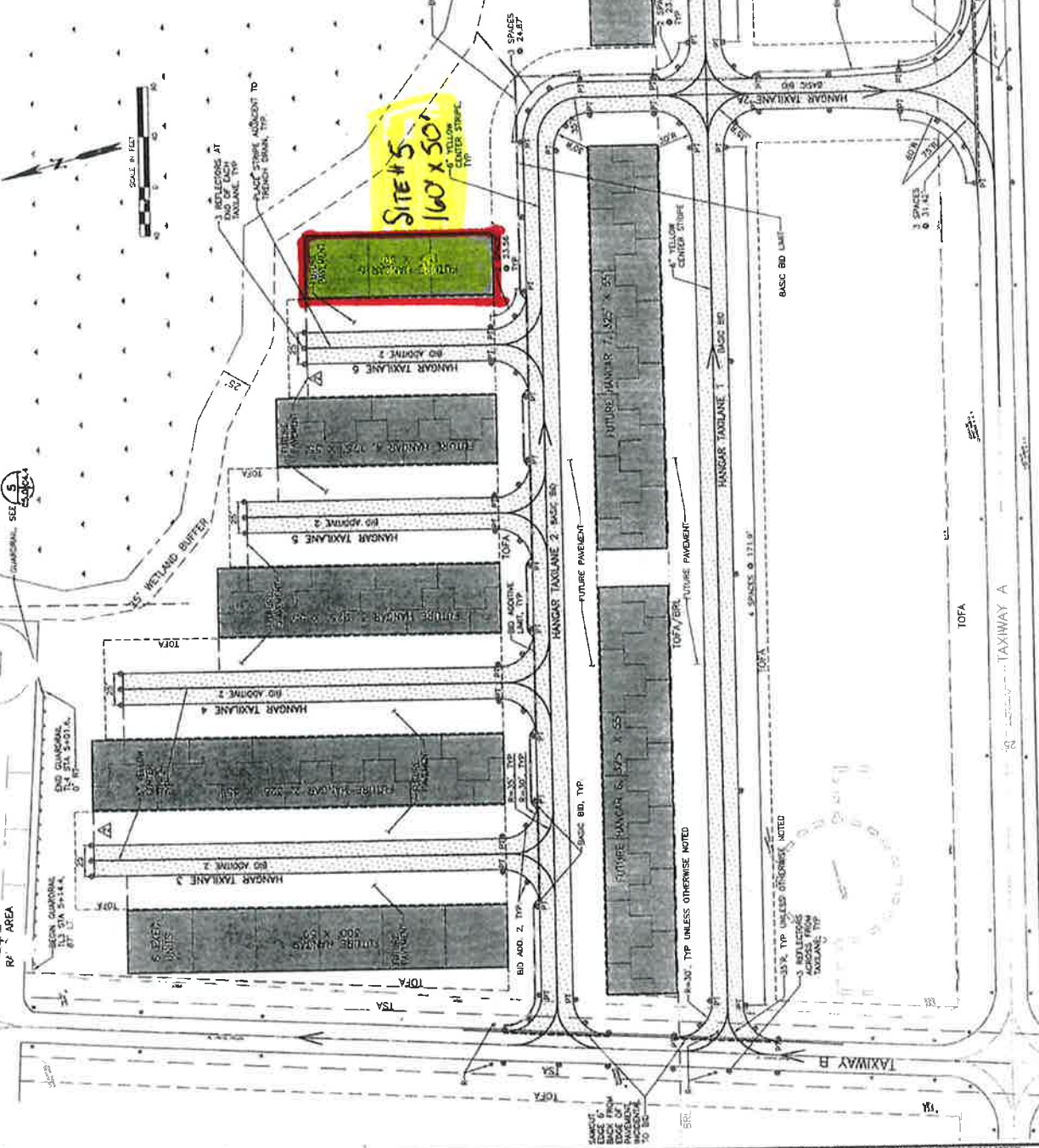
- ASPHALT PAVEMENT
- FUTURE HANGAR
- BLUE TAXIWAY RETROREFLECTOR
- REMOVE OR RELOCATE EXIST RETROREFLECTOR
- SMALL CUT



TAXIWAY REFLECTOR LOCATIONS
 NOT TO SCALE

BID ADDITIVE 1 & 2 LIMIT

SITE #5
160' x 50'
 6" YELLOW CENTER STRIPE



CALL 48 HOURS BEFORE YOU DIG
1-800-424-8685
 NOTE: DOES NOT MEASURE 1' GROUND SURFACES ACCORDANCE

PORT C
 JEFFERSON COUNTY
 TAXIWAY CONSTRUCTION
 PAVING
 REF

SEE 5

R² AREA

TAXIWAY A

TAXIWAY B

12/10/2007 12:33:22 PM

PORT OF PORT TOWNSEND

AGENDA COVER SHEET

MEETING DATE	February 22, 2023		
AGENDA ITEM	<input checked="" type="checkbox"/> Consent Agenda		
AGENDA TITLE	IV.D. i) Ernest R. Baird Boat Haven Land Lease Early Termination Agreement ii) Port Townsend Shipwrights, Inc. Lease Amendment No. 2		
STAFF LEAD	Eric Toews, Deputy Director		
REQUESTED	<input type="checkbox"/> Information <input checked="" type="checkbox"/> Motion/Action <input type="checkbox"/> Discussion		
ATTACHMENTS	A. Staff Memo B. Ernest R. Baird Boat Haven Land Lease Early Termination Agreement C. Port Townsend Shipwrights, Inc. Lease Amendment No. 2		

PORT OF PORT TOWNSEND INFORMATIONAL MEMO

DATE: 2/22/223
TO: Port Commission
FROM: Eric Toews, Deputy Director & Sue Nelson, Lease & Contracts Administrator
SUBJECT: Ernest R. Baird Land Lease Early Termination Agreement; Port Townsend Shipwrights, Inc. ("Shipwrights" or "PTS") Land Lease Amendment #2

BACKGROUND & DISCUSSION: Last year, Ernie Baird approached the Port regarding potential early termination of his land lease agreement and proposed sale of leasehold improvements to the Port. The parties were unable to arrive at mutually agreeable terms, however Mr. Baird proceeded to successfully negotiate the sale of his leasehold improvements to the Port Townsend Shipwrights, with the understanding that the Port would early terminate Baird's lease agreement to facilitate the sale while concurrently entering a new or amended lease agreement with PTS to incorporate the former Baird premises.

The Port Townsend Shipwrights have been a fixture at Boat Haven for more than 30 years. In 2015, the Shipwrights purchased the leasehold improvements of Townsend Bay Marine on Haines Place and entered a new long-term lease with the Port (through July of 2015). In 2020, PTS' 2015 leasehold premises were expanded to add 18,000 square feet of space in the boat yard, adjacent to the long-term yard (Lease Amendment #1). The 2020 PTS lease amendment was provided as partial consideration for the Port's acquisition of the Shipwrights' original buildings located at 3109 Jefferson Street.¹

As the Commission is aware, Ernest R. Baird, previous owner of Baird Boatworks, has been a fixture at Boat Haven for more than 30 years, and is a long-time champion of the marine trades in Jefferson County. Mr. Baird's present leasehold is adjacent and to the south of the present Shipwrights' premises. Until very recently, Mr. Baird was subleasing his premises and buildings to Haven Boatworks. However, Haven's move to a new location at Boat Haven² resulted in Mr. Baird seeking to sell his leasehold improvements and early terminate his lease with the Port, which would otherwise expire on February 28, 2029.

Staff have been working with both Mr. Baird and PTS to facilitate:

- Early termination of the Baird lease;
- The transfer of Baird's leasehold improvements to the Shipwrights;

¹ Acquisition of the original Port Townsend Shipwrights buildings by the Port. The structures obtained by the Port in that transaction are presently being leased to the "Shop Co-Op" (i.e., Pete Stein and Erik Fahlstrom).

² An "in-holding" property previously owned by Mark Burn (Fishery Point, LLC).

- Amendment of the Shipwrights' current lease to modify the boundaries of the premises, expanding them to encompass the (former) Baird premises (i.e., increasing the premises from 86,198 sf +/- to 104,104 sf +/-);
- Extending the PTS lease term by eight (8) years (to July 31, 2058), but not for the 18,000 square feet of boat yard space added in 2020, which would revert to the Port on July 31, 2050;
- Shifting the location of 14,400 sf of boat yard space in proximity to PTS' newly acquired Baird buildings; and
- Adjusting rent and deposit amounts to reflect the expanded premises, consistent with adopted lease policy.

Supporting the inter-generational viability of marine trades has been a paramount objective of Port staff in developing this agreement. The Shipwrights need and desire additional covered workspace to maintain and grow their business. The agreement negotiated by staff advances these objectives while obtaining fair market value for the expanded leasehold (\$0.095 per square foot) consistent with lease policy and the most recent market rent appraisal data.³ By shifting 14,400 of boat yard space presently on the fence line with the long-term storage yard, the agreement also facilitates Port lift access to this area in the future.

RECOMMENDATION: Authorize the Executive Director to execute the Boat Haven Lease Termination Agreement with Ernest R. Baird together with Lease Amendment #2 to the Port Townsend Shipwrights, LLC lease, substantially in the forms presented.

MOTION: None required. Approval of this item on the Consent Agenda operates to authorize the Executive Director to execute the attached Lease Termination Agreement and Lease Amendment #3 substantially in the forms presented.

ATTACHMENTS:

1. Boat Haven Lease Early Termination Agreement between the Port and Ernest R. Baird, consisting of seven (7) pages; and
2. Land Lease Amendment #2 between the Port and the Port Townsend Shipwrights, Inc, consisting of five (5) pages.

³ Note: \$0.09477 psf is the \$0.08 psf contained in Kidder-Matthews' April 2018 Boat Haven Market Rent Survey, adjusted for inflation.

**PORT OF PORT TOWNSEND
BOAT HAVEN
LAND LEASE EARLY TERMINATION AGREEMENT**

THIS LEASE TERMINATION AGREEMENT (the "Agreement") is entered into as of the 23rd day of February 2023, by and between the **PORT OF PORT TOWNSEND**, a municipal corporation organized and existing under the laws of the State of Washington (the "Port") and **ERNEST R. BAIRD**, a married man (the "Lessee" or "Baird") (together referred to as "the Parties").

RECITALS

- A. Baird and the Port are parties to that certain Ground Lease dated March 19, 1997 (as amended, and together with that certain Hazardous Substances Warranty and Agreement (the "Hazardous Substances Agreement"), collectively, the "Baird Lease") relating to certain real property as legally described Exhibit A attached hereto;
- B. The term of the Baird Lease expires on February 28, 2029, and there are no further options to extend the lease term;
- C. Lessee has entered into that certain Agreement for Purchase and Sale of Assets dated as of _____, 2022 (the "Purchase Agreement") with the Port Townsend Shipwrights, Inc. ("PTS"), pursuant to which Baird intends to sell and PTS intends to purchase substantially all of Baird's assets, including, without limitation, the buildings owned by Baird which are located on the Baird's Lease premises (the "Purchase and Sale Transaction");
- D. In connection with the Purchase and Sale Transaction, the Port and PTS are discussing terms of an amendment to PTS' current ground lease ("the PTS Lease Amendment") for immediately adjacent it leases from the Port to include the current Baird Lease premises, replacing and superseding the Baird Lease (the "PTS Lease") upon closing of the Purchase and Sale Transaction;
- E. For the PTS Lease Amendment to be finalized, in addition to the other conditions precedent to closing of the Purchase and Sale Transaction, Baird and the Port must reach agreement with respect to early termination of the Baird Lease; and
- F. Baird and the Port wish to establish the terms and conditions under which early termination of the Baird Lease may occur;

NOW, FOR VALUABLE CONSIDERATION, and in reliance on the foregoing, the Parties agree as set forth below.

AGREEMENT

1. Termination. Effective at 11:59 p.m. (Pacific Time) on the Effective Date, Baird and the Port agree that the Baird Lease shall terminate. On the Effective Date, Baird will quit the Baird Lease premises and, except for assets acquired by PTS pursuant to the Purchase Agreement, will cause all of Baird's personal property to be removed from the Baird Lease premises. As used herein, the "Effective Date" shall be the date on which closing of the Purchase and Sale Transaction has occurred, including, without limitation, receipt by Baird of all purchase proceeds of the Purchase and Sale Transaction in good and immediately available funds.

As partial consideration for Baird being relieved of further obligations under the Baird Lease, Lessee will forfeit \$500 of its security deposit held by the Port, with the balance of said security deposit to be promptly refunded to Baird by the Port following the Effective Date.

2. Continued Performance. Until the Effective Date, Baird and the Port agree that each shall continue to perform its respective obligations contained in the Baird Lease, including, without limitation, Baird's continued obligation to pay rent through and until the Effective Date. If the Effective Date is other than the last day of the month, then the Parties agree that the rent attributable to that part of the month through the Effective Date shall be prorated, and any prepaid rent for the period after the Effective Date shall be promptly refunded to Baird.

3. Release. As of the Effective Date, Baird and the Port each hereby irrevocably release the other from any and all expenses, costs, charges, debts, obligations, liabilities, claims, demands and/or causes of action, of whatever kind or nature, now or in the future existing, whether known or unknown, arising out of or in any way connected with the Baird Lease, the Baird Lease premises, and/or Baird's occupancy and/or use thereof, except that, Baird shall indemnify and hold the Port harmless with respect to any and all direct or indirect expenses, losses or damages, including all consequential damages, Attorney's fees, and litigation-related expenses and costs, incurred by the Port that result from:

- a. Claims, actions, suits, proceedings, judgments, fines or remedial orders (including orders to clean up contamination at the premises) which arise because of Baird's occupancy and use of the premises;
- b. Baird's violation of environmental laws or regulations; or
- c. Baird's release of toxic or hazardous substances onto the premises or into the surrounding environment.

This provision shall apply regardless of whether Baird has been negligent or at fault for such breach, violation, or release. This obligation by Baird shall survive the early termination of the Baird Lease and the sale of the property. If the Port so requests, Baird shall accept the tender of defense of, and shall retain counsel of the Port's selection and at Baird's expense to defend any third-party claim asserted against the Port in connection with alleged conduct by Baird, which, if true, would violate this subparagraph 3.

4. Failure of Condition Precedent. In the event that the Purchase and Sale Transaction does not close as described in Section 1 by March 1, 2023, for any reason or for no reason, Baird and the Port agree that this Agreement shall be null and void ab initio, and the Baird Lease shall continue in full force and effect in accordance with its terms as if this Agreement had never been executed.
5. Memorandum. This Agreement shall not be recorded. However, on or after the Effective Date, at the request of either Party, the Port and Baird will execute a short form memorandum hereof identifying the Parties, the Baird Lease premises and the Effective Date (the "Memorandum"), and either Party shall have the right to record the Memorandum with the Jefferson County Auditor's Office.
6. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, legal representatives, successors and assigns of the Parties.
7. No Third-Party Beneficiaries. Nothing expressed or referred to in this Agreement will be construed to give any person or entity other than the Parties to this Agreement any legal or equitable right, remedy, or claim under or with respect to this Agreement or any provision of this Agreement. This Agreement and all of its provisions and conditions are for the sole and exclusive benefit of the Parties to this Agreement and their successors and permitted assigns.
8. Applicable Law, Venue and Legal Fees. This Agreement shall be governed by the laws of the State of Washington. Any dispute relating to this Agreement must be litigated in Jefferson County, Washington, with the substantially prevailing party entitled to recover its legal fees and costs.
9. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.
10. Headings; Entire Agreement; Modification. The title and headings utilized in this Agreement are for convenience of reference only, are not substantive and may not be used to construe or interpret this Agreement. This document constitutes the entire agreement between the Parties and expressly supersedes and negates any prior or contemporaneous agreements, whether written or oral, with respect to the subject matter hereof. This Agreement may not be modified or amended except by a writing signed by both Parties.

LEASE TERMINATION AGREEMENT dated this 23rd day of February 2023, as approved by the Port of Port Townsend Commission on the 22nd day of February 2023 and effective as of the closing of the Purchase and Sale Transaction set forth above.

LESSEE:

PORT OF PORT TOWNSEND:

Ernest R. Baird, a married man

Eron Berg, Executive Director

APPROVED AS TO FORM:

Port Attorney

STATE OF WASHINGTON)
)
COUNTY OF JEFFERSON)

I certify that I know or have satisfactory evidence that ERNEST R. BAIRD is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

WITNESS my hand and official seal the day and year in this certificate first above written.

Notary Public for _____

Printed Name: _____

Commission expires: _____

STATE OF WASHINGTON)
)
COUNTY OF JEFFERSON)

I certify that I know or have satisfactory evidence that ERON BERG is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Executive Director of the Port of Port Townsend to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

WITNESS my hand and official seal the day and year in this certificate first above written.

Notary Public for _____

Printed Name: _____

Commission expires: _____

Exhibit A

Legal Description

**PORT OF PORT TOWNSEND
LEASE AMENDMENT #2**

THIS LEASE AMENDMENT #2 made this 23rd day of February 2023, by and between the PORT OF PORT TOWNSEND, a municipal corporation organized and existing under the laws of the State of Washington, Lessor, hereinafter referred to as "the Port," and the **PORT TOWNSEND SHIPWRIGHTS, INC.** (UBI #602-757-151), a Washington State Corporation, hereinafter referred to as "Lessee."

WITNESSETH:

1. On August 6th, 2015, the parties entered into a Lease Agreement concerning certain premises situated at the Port of Port Townsend's Boat Haven facility in Port Townsend, Washington, hereinafter referred to as the "Original Lease". The Original Lease was recorded under Jefferson County Auditor's File No. 593443 on August 13, 2015.
2. On January 7th, 2020, the parties entered into Land Lease Amendment #1 to the Original Lease. Land Lease Amendment #1 enlarged the premises, increased the rent based on the larger premises, increased the security deposit, and established limitations on the permissible use of the expanded premises.
3. The parties are now agreed that the Original Lease, as previously amended, should again be amended to accomplish the following:
 - a. Expand and modify the boundary of the premises described in Exhibit "A" to the Original Lease;
 - b. Extend the term of the Original Lease through July 31, 2058, with the stipulation that the shipyard spaces (i.e., Exhibit "A", Lease Area "C" described below), at Lessee's option, will revert to the Port on July 31, 2050, with no further certainty regarding exclusive use by Lessee, and with rent and deposit amounts reduced in proportion to the reduced premises;
 - c. Adjust the amount of the security deposit to reflect the larger premises; and
 - d. Clarify that the use limitations set forth in Paragraph 6(b) now apply to Exhibit "A", Lease Area "C" described below, rather than the "expansion area" referred to in Land Lease Amendment #1.

NOW, THEREFORE: Effective on March 1, 2023, the Original Lease as previously amended shall again be amended as set forth below (note: deleted text shown in ~~strikeouts~~; new/amended language show with double underlining):

- A. Paragraph 1 of the Original Lease, as previously amended, "Leased Premises," shall be amended to read as follows:

1. **LEASED PREMISES:** The Port hereby leases to Lessee, and Lessee hereby hires and leases from the Port, certain real property (hereinafter "the premises"), located in Jefferson

County, Washington, more particularly described in Exhibit "A" which was modified by the parties by way of Lease Amendment #1 on January 7, 2020 and Lease Amendment #2 on February 23, 2023 and is attached hereto and incorporated herein by this reference, and which is briefly described as follows:

PORTION OF EISENBEIS ADDITION, BLOCKS 11 & 18, CITY OF PORT TOWNSEND

The Port hereby warrants that it has good and marketable fee title to the premises and has full right and authority to execute this Ground Lease and to demise the premises. The improvements located on the premises have been purchased by Lessee from Townsend Bay Marine, Inc. and Ernest R. Baird, respectively, and are and will be the property of Lessee until the expiration or earlier termination of this Lease.

B. Paragraph 2 of the Original Lease, "Term", shall be amended to read as follows:

- 2. TERM:** ~~This Lease shall be for a term of thirty five (35) years, beginning on August _____, 2015 and ending on July 31st, 2050. No later than six (6) months prior to the termination of this Lease, the parties agree to engage in good faith negotiations for a new long term lease, if so desired by Lessee.~~
- a. This Lease concerns three (3) distinct areas, Lease Area "A", Lease Area "B" and Lease Area "C" which are legally described and graphically depicted in Exhibit "A" hereto.
 - b. The term for Lease Areas "A" and "B" shall end at midnight on July 31st, 2058. On or before January 31, 2058, and only if so desired by Lessee, the parties will commence good faith negotiations for a new long-term lease for Lease Areas "A" and "B".
 - c. The term for Lease Area "C" (i.e., boat yard space) shall end at midnight on July 31st, 2050. Thereafter, area "C" will revert to the Port with no further exclusive use by Lessee, with the rent for the remaining premises (i.e., Lease Areas "A" and "B") reduced in proportion to the area of Lessee's exclusive occupancy and use.

C. Paragraph 3 of the Original Lease, "Rent," shall be amended to read as follows:

3. RENT:

- a. ~~During the first five (5) years of the Lease Term, Lessee shall make rental payments that escalate annually, as follows:~~
 - i. ~~During year one (1) of the Lease Term, Lessee shall make rental payments in the amount of **Three Thousand Five Hundred and Seventy Dollars and Zero Cents (\$3,570.00)** per month, plus all applicable taxes.~~
 - ii. ~~During year two (2) of the Lease Term, Lessee shall make rental payments in the amount of **Three Thousand Seven Hundred and Ninety Two Dollars and Eighty Two Cents (\$3,792.82)** per month, plus all applicable taxes.~~
 - iii. ~~During year three (3) of the Lease Term, Lessee shall make rental payments in the amount of **Four Thousand Thirty One Dollars and Six Cents (\$4,031.06)** per month, plus all applicable taxes.~~

- iv. ~~During year four (4) of the Lease Term, Lessee shall make rental payments in the amount of **Four Thousand Two Hundred and Eight Five Dollars and Seventy Nine Cents (\$4,285.79)** per month, plus all applicable taxes.~~
- v. ~~From the beginning of year five (5) of the Lease Term to December of year Five (5) of the Lease Term, Lessee shall make rental payments in the amount of **Four Thousand Five Hundred and Fifty Eight Dollars and Fifteen Cents (\$4,588.15)** per month, plus all applicable taxes.~~
- b. ~~Beginning on August 1, 2020, Lessee agrees to pay as rental for the leased premises the sum of **Five Thousand Nine Hundred and Twenty Nine Dollars and Thirty Five Cents (\$5,929.35)** plus all applicable taxes.~~
- a. Lessee agrees to pay as rental for the leased premises the sum of **Eight Thousand Three Hundred Thirty-Four Dollars and Twenty Cents (\$8,334.20)** per month, plus all applicable taxes.
- ~~e.~~ b. Beginning on August 1, 2030, and no more frequently than once every ten (10) years thereafter, the rental rate may be adjusted to the fair market rental rate for the premises based on the fair market rental rate then prevailing for comparable commercial and/or industrial premises in the Western Washington area, bearing in mind all allowable uses of the property and all services and amenities available to the premises by virtue of its location. In the event that the parties are unable to reach agreement on the fair market rate adjustment, the rate shall be determined by arbitration before a single arbitrator who shall be jointly selected by the parties or by the Jefferson County Superior Court if the parties cannot agree.
- ~~d.~~ c. Except in years when a fair market rate adjustment is made as set forth in Subparagraph (c) of this Paragraph 3, above, the rental rate beginning in year seven (7) and annually throughout the term of this Lease will be adjusted by an amount equal to the percentage change over the prior year found on the Consumer Price Index for all urban consumers (CPI-U) for Seattle-Tacoma-Bremerton, which is compiled by the Department of Labor, Bureau of Statistics.
- e. d. In no event shall any rent adjustment under Suparagraphs (b) or (c) ~~or (d)~~ of this Paragraph 3 result in a reduction in rent from the rate paid in the prior year.
- f. e. The rent for each month shall be paid to the Port in advance on or before the first day of each and every month of the lease term, and shall be payable at the main office of the Port or at such place as the Port may hereafter designate.

D. Paragraph 5 of the Original Lease, "Deposit," shall be amended to read as follows:

5. **DEPOSIT:** Lessee shall deposit with the Port security in the amount of ~~Twelve Thousand Eighty Five Dollars and Sixteen Cents (\$12,085.16)~~ **Seventeen Thousand Eight Hundred and Ninety-One Dollars and Thirty-Nine Cents (\$17,891.39)**.¹ If Lessee defaults in any particular the Port may use, apply or retain all or any part of the security (1) to the extent

¹ Required security for all Port leases is three (3) (minimum + LHT, calculated as follows: \$3,570.00 at lease inception per month x 3 = \$10,710.00 x 12.84% LHT = \$1,375.16; \$10,710.00 + \$1,375.16 = \$12,085.16. Security deposit calculated as follows: deposit on file with the Port as of Lease Amendment #2 = \$12,085.16; cumulative additional rent for expanded premises = \$1,715.18; \$1,715.18 x 3 = \$5,145.54; \$5,145.54 x 12.84% LHT = \$660.69; \$5,145.54 + \$660.69 = \$5,806.23; existing deposit of \$12,085.16 + \$5,806.23 = \$17,891.39.

of any sum due to the Port, or (2) to make any required payment on Lessee's behalf, or (3) to compensate the Port for any expense or damage caused by Lessee's default. On the Port's demand, Lessee shall promptly pay to the Port a sum equivalent to the amount by which the security was so depleted. On the sixteenth (16th) anniversary of the date of this Lease and on each tenth (10th) anniversary thereafter, the amount of such security deposit shall be increased in the same proportion as the annual rental is increased above the basic rent charged ~~during the sixth (6th) year of the lease term on March 1, 2023.~~ Upon termination of Lessee's leasehold interest in Lease Area "C" (i.e., July 31, 2050), the deposit on file with the Port shall be reduced in proportion to the area of Lessee's exclusive occupancy and use.

E. Paragraph 6 of the Original Lease, "Use of Premises," shall be amended to read as follows:

6. USE OF PREMISES:

- a. Lessee shall use the premises for marine vessel repair, refitting, construction, and retail sales of marine supplies and equipment, and shall not use them for any other purposes without the prior written consent of the Port. Lessee shall use the entire premises for the conduct of said business in a first-class manner continuously during the entire term of this Lease, ~~with the exception of~~ except for temporary closures for such periods as may reasonably be necessary for repairs or for reasons beyond Lessee's reasonable control. Lessee agrees that it will not disturb the Port or any other tenant of the Port's by making permitting any disturbance or any unusual noise, vibration, or other condition on or in the premises inconsistent with normal boat repair work.
- b. In addition to the use restrictions set forth in Paragraph 6(a), above, the parties are agreed that the following use limitations shall apply to Lease Area "C" as legally described and graphically depicted in Exhibit "A" hereto ~~that portion of the premises added to the leasehold by way of Lease Amendment #1 on January 7, 2020 (hereinafter the "expansion area")~~:
 - i. The primary use of ~~the expansion area~~ Lease Area "C" shall be for repairing and refitting vessels owned by customers of Lessee that require use of the Port's heavy haul-out lift;
 - ii. Use of ~~the expansion area~~ Lease Area "C" for repairing and refitting smaller vessels transportable using the Port's 75-ton haul-out lift is also permitted, PROVIDED that storage shall be limited to vessels being repaired or refitted by Lessee on behalf of its customers;
 - iii. Lessee shall not solicit, advertise or obtain clients for the purpose of vessel storage in Lease Area "C" ~~the expansion area~~, or use ~~the expansion area~~ Lease Area "C" for such purpose; and
 - iv. Subject only to the limitations set forth in Paragraph 6(a), above, Lessee may use the expansion area for new vessel construction, and the storage of stairs, scaffolding, machinery (e.g., forklifts, manlifts, etc.), lumber and metal.

F. Exhibit "A" to the Original Lease, as previously amended on January 7th, 2020, shall be deleted in its entirety and replaced with a new Exhibit "A" which is attached hereto and

incorporated herein by this reference. New Exhibit "A" legally describes and graphically depicts Lease Areas "A", "B" and "C" referred to hereinabove.

[NOTE: As of 2/13/23, this Exhibit is still being prepared and is RESERVED].

All other terms and conditions of the Original Lease dated August 6th, 2015, and previously amended on January 7th, 2020 shall remain unchanged and in effect.

LEASE AMENDMENT dated this 23rd day of February 2023, as approved by the Port of Port Townsend Commission on the 22nd day of February 2023 and effective upon the receipt of the amended security deposit set forth above.

LESSEE – PORT TOWNSEND SHIPWRIGHTS, INC.:

By

And by:

DRAFT

Timothy Lee, President

Anders Kulin, Vice President

PORT OF PORT TOWNSEND:

APPROVED AS TO FORM:

Eron Berg, Executive Director

Port Attorney

PORT OF PORT TOWNSEND

AGENDA COVER SHEET

MEETING DATE	February 22, 2023
AGENDA ITEM	<input type="checkbox"/> Consent <input type="checkbox"/> 1 st Reading <input type="checkbox"/> 2 nd Reading <input type="checkbox"/> Regular Business <input checked="" type="checkbox"/> Informational
AGENDA TITLE	Informational Items
STAFF LEAD	Eron Berg, Executive Director
REQUESTED	<input checked="" type="checkbox"/> Information <input type="checkbox"/> Motion/Action <input type="checkbox"/> Discussion
ATTACHMENTS	<ul style="list-style-type: none"> • WSDOT Hood Canal Bridge Summer Closures • Amendment to Port Rules and Regulations Restrooms • Senator Murray Letter of Support for Community Healthier Together Initiative

US 101, SR 104, SR 20, SR 19 Construction
NORTH OLYMPIC PENINSULA 2023 TO 2025

WSDOT Hood Canal Bridge Closures this Summer

The planned closure dates for the Hood Canal Bridge are now the following **four weekends, from 11pm Friday to 4am Monday:**

- * Fri 7/28 to Mon 7/31
- * Fri 8/4 to Mon 08/07
- * Fri 8/11 to Mon 8/14
- * Fri 8/18 to Mon 8/21

[Read More](#)



JANUARY 2023

US 101, SR 104, SR 20, SR 19 Construction

NORTH OLYMPIC PENINSULA 2023 TO 2025

Maintaining Infrastructure, Improving Public Safety, and the Environment

US 101 and State Routes 104, 20 and 19 serve residents, businesses, and visitors to the Olympic Peninsula. The peninsula's ecological diversity, from shorelines to mountain tops, attracts people from around the world to live, work and recreate in the region. These highways connect Olympic Peninsula communities to each other and other areas of Puget Sound, making way for the movement of goods and services across western Washington.

In spring 2023, we will begin needed projects across the north coast of the Olympic peninsula. Construction projects will affect the flow of traffic on sections of US 101 from Port Angeles and Sequim to Discovery Bay and south of the SR 104 interchange. At the same time, more construction and preservation projects will occur elsewhere on the peninsula, including on the Hood Canal Bridge.

This work is necessary to maintain the movement of people and goods across the peninsula and Hood Canal. The work is also vital for a healthy environment for salmon and orcas.

The work is needed to:

- Keep the transportation system in a state of good repair
- Improve the resiliency of our highways
- Reduce the potential for collisions
- Keep the Hood Canal Bridge operational
- Connect habitat for fish and wildlife across highways

Project Spotlight: SR 104 Hood Canal Bridge Centerlock Repair Coming in 2023

The State Route 104 Hood Canal Bridge is truly unique. There are no others like it in the world. Built to withstand strong winds, big waves, and powerful tides, this bridge serves 18,000 vehicles per day in a salty, corrosive environment. Federal law requires that the bridge must yield to mariners. That means it must be able to retract its massive draw span at any time. Moving electrical and hydraulic systems work together to make it all happen. Repairs on two key elements of the bridge are scheduled in Summer 2023. The elements needing repair help guide the draw spans together and keep the draw spans closed.

To make the repairs, the bridge will close to all land traffic for up to four weekends. There are up to 14 nights where there will be intermittent closures to traffic.



Expect traffic back-ups and delays between Sequim and the Hood Canal Bridge

Nearly a dozen projects of varying size will affect travel. Our contractors and crews will close shoulders, shift travel lanes, implement one-way alternating traffic and possibly require detours. Heavy construction is expected each construction season, summer to fall, through 2025. Some projects will start and finish in 2023, while others will begin in 2024. Stay up to date on construction schedules with the WSDOT website or sign up for emails.



Know Before You Go

These projects will cause more travel delays than travelers typically see on the Olympic Peninsula. We encourage travelers to plan ahead, check traffic conditions before hitting the road, and travel during non-peak periods as much as possible.

Stay Informed:

- [Project webpages](#)
- [WSDOT Statewide Travel Map](#)
- WSDOT App
- Twitter
- Facebook
- [GovDelivery email subscriptions](#)
- Highway Advisory Radio
- Call: 5-1-1

Project contact:

Steve Roark
Region Administrator

MaryLou Shannon
Assistant Region Administrator – Construction

360-357-2659



US 101 AND SR 104, SR 19, SR 20

NORTH OLYMPIC PENINSULA

2023 CONSTRUCTION



What can travelers expect?

All fish barrier removal projects use a mixture of around-the-clock lane closures, shifted lanes and alternating one-lane traffic around the work zones, reduced speed limits and detours. Please refer to project web pages for specific details.

- 1 Remove Fish Barrier
US 101 May Creek in Vic of
Dowans Creek Rd
- 2 Remove Fish Barriers
East Jefferson County

- 3 Remove Fish Barriers
US 101 Jefferson and Clallam
Counties

- 4 Remove Fish Barriers
US 101 - Leland Creek and
Unnamed Tribs

- 5 Bridge Replacement
US 101 Elwha River Bridge

What can travelers expect?

Approximate two-week closure at end of project to connect travel lanes to new bridge. Detour will be in place using SR 112, SR 113 and Little River Road.

- 6 Bridge Repair
SR 104 - Hood Canal Bridge -
Center Lock Rehabilitation

What can travelers expect:

The bridge will close to all traffic for up to four weekends. There are up to 14 nights where there will be intermittent closures to traffic.

- 7 Roundabout
SR 104 - Paradise Bay - Shine
Road - Safety Improvement

What can travelers expect: Shifted lanes around the work zone and intermittent lane closures. Crews will maintain one lane in each direction as much as possible. Short-term closure of SR 104 access from Shine Road for approximately two weeks.

- 8 Roundabout
SR 104 - SR 19 - Safety
Improvements

What can travelers expect: Shifted lanes around the work zone, temporary lane closures

while crews work in phases on the roundabout. Short-term closure of SR 104 access on SR 19 over a period of three weeks.

- 9 Roundabout
SR 20/Kearney St Intersection

What can travelers expect: Temporary detours lasting a few weeks each around the work zone.

- 10 Emergency Repairs
SR 112 Pysht River

What can travelers expect: Single lane closures causing a backup of less than 15 minutes over several weeks.

11 MAINTENANCE AND PRESERVATION

In addition to the listed projects, WSDOT has roadway preservation activities planned for summer 2023.

What can travelers expect:

Single lane closures and alternating one-lane traffic during daytime hours on US 101 and SR 104. Travelers will see delays.

US 101 AND SR 104, SR 19, SR 116

NORTH OLYMPIC PENINSULA

2024 CONSTRUCTION



PROJECTS CONTINUING FROM 2023

- 1 Remove Fish Barrier** US 101 May Creek in Vic of Dowans Creek Rd
- 3 Remove Fish Barriers** US 101 Jefferson and Clallam Counties
- 4 Remove Fish Barriers** US 101 – Leland Creek and Unnamed Tribs
- 5 Bridge Replacement** US 101 Elwha River Bridge
- 7 Roundabout** SR 104 » Paradise Bay – Shine Road » Safety improvement
- 8 Roundabout** SR 104 » SR 19 » Safety Improvements

PROJECTS STARTING IN 2024

- 12 Remove Fish Barriers** US 101/SR 116 North Olympic Peninsula
- 13 Remove Fish Barriers** US 101 – SR 109 Grays Harbor, Jefferson and Clallam Counties

Construction schedules are subject to change.

Americans with Disabilities Act (ADA) Information: This material can be made available in an alternate format by emailing the Office of Equity and Civil Rights at wsdotada@wsdot.wa.gov or by calling toll free, 855-362-4ADA(4232). Persons who are deaf or hard of hearing may make a request by calling the Washington State Relay at 711.

Title VI Notice to Public: It is the Washington State Department of Transportation's (WSDOT) policy to assure that no person shall, on the grounds of race, color, national origin, as provided by Title VI of the Civil Rights Act of 1964, be excluded from participation in, be denied the benefits of, or be otherwise discriminated against under any of its programs and activities. Any person who believes his/her Title VI protection has been violated, may file a complaint with WSDOT's Office of Equity and Civil Rights (OECR). For additional information regarding Title VI complaint procedures and/or information regarding our non-discrimination obligations, please contact OECR's Title VI Coordinator at (360) 705-7090.



AMENDMENT TO PORT RULES & REGULATIONS

ISSUED BY: Eron Berg, Executive Director

DATED: February 23, 2023

EFFECTIVE: Immediately

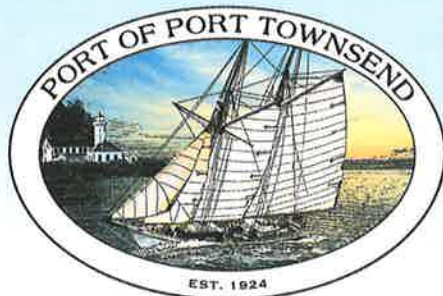
SUMMARY: This amendment updates access to Port restrooms consistent with signage and WAC 162-32-060.

RULE:

1.05.150 Restrooms.

- A. Restrooms are for tenants only.
- B. Except for service animals~~dogs~~, pets are not allowed in restroom and~~or~~ laundry areas.
- C. Access to restrooms and shower facilities is consistent with WAC 162-32-060 ~~Women and men shall use separate facilities. Restrooms are not co-ed~~

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



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

www.portofpt.com

February 17, 2023

Senator Murray
appropriations@murray.senate.gov.

Dear Senator Murray:

On behalf of the Port of Port Townsend, I am writing to support the City of Port Townsend's request for \$1.0 million to further the efforts of our community's Healthier Together Initiative.

We live in a community surrounded by water, where the working waterfront is both a cornerstone of the economy and a core cultural element of this remarkable place. Access to the working waterfront and boats is so important that we are home to both the Northwest Maritime Center and the Northwest School of Wooden Boatbuilding. All kids in our public schools should have chances to go out on the water. However, our pool is at the end of its life and swimming lessons have been curtailed. It is difficult to imagine fostering and maintaining the culture of this place without access to a swimming pool and a general program of water safety and swimming education.

This project is important to the community as evidenced by the group that formed to fund Phase I of the Initiative: Jefferson County, Jefferson Healthcare, Port Townsend School District, Port of Port Townsend, the City of Port Townsend, Jefferson Aquatics Coalition, and the Olympic Peninsula YMCA.

Having the infrastructure for wellness helps sustain a community and supports economic activity, employment creation, attraction, and retention. Access to parks and recreation amenities also creates a high value to stay in the area and often leads to increased home and economic opportunities. These types of programs are also often a leading source for first jobs for youth and young adults. Providing assets that promote healthy lifestyles keep people both physically and mentally healthy, promote greater mental well-being, and are critical for childhood development.

Opportunities to live an active and healthy life play a vital role in every community. Please help us to make this a reality in Jefferson County.

Sincerely,

Eron Berg
Executive Director

Port of Port Townsend
Upcoming Commission Meetings Calendar (Tentative Agenda Items)(

Date/Time		Item/Topic	Location	Absent
Wed., Feb. 15 1 pm	Spec.Mtg.	Short Family Farm Proposed Purchase	Pav	
Thurs., Feb. 16 5 pm	Meeting	Intergovernmental Collaborative Group – Continued Discussion of Infrastructure	Pav	
Mon, Feb. 20		<i>Holiday – Port Offices Closed</i>		
Wed., Feb. 22 5:30 pm	Meeting	PT Shipwrights Coop Lease Amendment No. 2 & E. Baird Early Lease Termination Agreement Station Prairie Lease Amendment No. 1 Contract Update (none this time)	Pav	
Wed., Mar. 8 9:30 am	Workshop	WPPA, Governance and Management Guide – Chapter 2 Origin & Authority of Wash. Ports	Pav.	
Wed., Mar. 8 1 pm	Meeting	January 2023 Financials Contract Update/Lease Brief Surplus List Approval Authorize Contract with SCJ Alliance for Boatyard Expansion Jefferson County MRW Termination of Agreement	Pav.	
Wed., Mar. 22 5:30 pm	Meeting	Point Hudson Parking Plan Contract Update	Pav	
Wed., Apr. 12 9:30 am	Workshop	WPPA, Governance and Management Guide – Chapter 3 Port Administrative Functions	Pav	
Wed., Apr. 12 1 pm	Meeting	YTD Financial Report Contract Update/Lease Brief	Pav	
Wed./Th Apr. 19/20.	Retreat		TBD	
Wed., Apr. 26 5:30 pm	Meeting	Contract Update	Pav	
Wed., May 10 9:30 am	Workshop	WPPA, Governance and Management Guide – Chapter 4 Budgeting, Finance & Compliance	Pav	
Wed., May 10 1 pm	Meeting	Port of Port Townsend 2022 Annual Report Contract Update/Lease Brief	Pav	
May 17-19		WPPA Spring Meeting	Davenport	CH

Port of Port Townsend
Upcoming Commission Meetings Calendar (Tentative Agenda Items)(

Thurs., May 18 5 pm	Meeting	Intergovernmental Collaborative Group	Pav	CH
Wed., May 24 5:30 pm	Meeting	IDD Quarter 1 Report Capital Projects Quarterly Update	Pav	CH
June 7-9	Meeting	WPPA Finance Seminar	Alderbrook	
Wed., June 14 9:30 am	Workshop	WPPA, Governance and Management Guide – Chapter 5 Port Operations	Pav.	
Wed., June 14 1 pm	Meeting	YTD Financial Report Contract Update/Lease Brief	Pav.	
Wed., June 28 5:30 pm	Meeting	Capital Plan for 2024 with new & changed projects	Pav	
Wed., July 12 9:30 am	Workshop	WPPA, Governance and Management Guide – Chapter 5 Port Operations (continued)	Pav.	
Wed., July 12 1 pm	Meeting	YTD Financial Report Budget Schedule and Process Contract Update/Lease Brief	Pav.	
July 24-26		WPPA Commissioners' Seminar	Alderbrook	
Wed., July 26	Meeting	CANCELLED		
Wed., Aug. 9 9:30 am	Workshop	WPPA, Governance and Management Guide – Chapter 6 Economic Development	Pav	
Wed., Aug. 9 1 pm	Meeting	YTD Financial 2 Report IDD Quarter 2 Report Capital Projects Quarter 2 Update	Pav	
Wed., Aug 23	Meeting	CANCELLED		
Wed., Sept. 13 9:30 am	Workshop	WPPA, Governance and Management Guide – Chapter 7 Property Restoration and Reuse 2024 preliminary recommendations for regular property tax levy and IDD tax levy with Jefferson County	Pav	
Wed., Sept. 13 1 pm	Meeting	YTD Financial Report Contract Update/Lease Brief	Pav	
Thur., Sept. 21 5 pm	Meeting	Intergovernmental Collaborative Group	Pav	

**Port of Port Townsend
Upcoming Commission Meetings Calendar (Tentative Agenda Items)(**

Wed., Sept. 27 5:30 pm	Meeting	1 st Draft 2023 Budget with CIP and Proposed Rates	Pav	
Wed., Oct. 11 9:30 am	Workshop	WPPA, Governance and Management Guide – Chapter 8 Planning	Pav	
Wed., Oct. 11 1 pm	Meeting	2 nd Draft of 2024 Budget with CIP and Proposed Rates YTD Financial Report Contract Update/Lease Brief	Pav	
Wed., Oct. 25 5:30 pm	Meeting	Public Hearing Draft 2024 Operating & Capital Budget, Property Tax Levy and IDD tax levy Draft 2024 Rates	Pav	
Oct. 26-27		WPPA Commissioners' Seminar	Campbell's	
Wed., Nov. 8 9:30 am	Workshop	WPPA, Governance and Management Guide – Chapter 9 Port Purchasing and Contracting	Pav	
Wed., Nov. 8 1 pm	Meeting	2 nd Reading/Public Hearing Draft 2024 Operating and Capital Budget, rates, property tax levy and IDD tax levy (and associated resolutions) YTD Financial Report Contract Update/Lease Brief	Pav	
Wed., Nov. 16 5 pm	Meeting	Intergovernmental Collaborative Group	Pav	
Tues., Nov. 21 1 pm	Meeting		Pav	
Dec. 6-8		WPPA Annual Meeting	Pav	
Dec. 13 9:30 am	Workshop	WPPA, Governance and Management Guide – Chapter 10 Transparency and Ethics	Pav	
Dec. 13 1 pm	Meeting	Contract Update/Lease Brief	Pav	