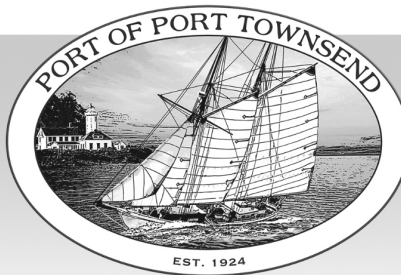


2701 Jefferson Street
P.O. Box 1180
Port Townsend, WA 98368



www.portofpt.com

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

**Commission Meeting
2nd Monthly Meeting Agenda
Wednesday, September 27, 2023, 5:30 p.m.**

2nd REVISED AGENDA

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 Comments3-6
- IV. Consent Agenda
 - A. Approval of Workshop & Business Meeting Minutes from September 13, 2023, and Special Meeting Minutes of August 11 and August 15, 2023.....7-13
 - B. Approval & Ratification of Warrants14-18
 - C. Authorize the Executive Director to execute the lease with Shannon Partners LLC and SEA Green Partners LLC19-51
 - D. Authorize the Port's Executive Director to Enter into an Agreement with Reid Middleton, Inc. for the Professional Engineering Design Services for the Herb Beck Marina Boat Ramp Replacement Project52-86
- V. First Reading - none
- VI. Second Reading – none
- VII. Regular Business
 - A. Authorize Staff to Proceed with Design, Permitting and Construction of the Herb Beck Marina RV Campground87-90
 - B. 1st Draft of 2024 Budget with Capital Improvement Program (CIP) and Proposed Rates91-113
 - C. Resolution 797-23 Adopting Objectives to Guide the Short Farm Planning Process; Adopting a Farm Planning Process and Schedule; and Establishing a Steering Committee to Develop the Farm Plan 114-127
 - D. Point Hudson Jetty Project Update None
- VIII. Staff Comments
- IX. Commissioner Comments
- X. Next Public Workshop and Regular Business Meeting: Wednesday, October 11, 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

- Contract Update..... 128
- Commission Meeting Schedule..... 129-130

Joanna Sanders

From: Pam Petranek
Sent: Wednesday, September 20, 2023 9:45 AM
To: Joanna Sanders
Subject: Public comment: JCIA land lease rates
Attachments: JCIA lease rate spreadsheet.pdf; A Hangar Condo historic lease rates.pdf

From: Eric Taylor <spamcan57@gmail.com>
Sent: Wednesday, September 20, 2023 9:16 AM
To: Pam Petranek <Pam@portofpt.com>; Carol Hasse <Carol@portofpt.com>; Pete Hanke <phanke@portofpt.com>; Eron Berg <Eron@portofpt.com>; Public Comments <PublicComments@portofpt.com>
Subject: JCIA land lease rates

Port Commissioners Petranek, Hasse, & Hanke:

I am writing with regards to land lease rates at the airport. First, a little history:
 The A Hangar Condo Assn (of which I am president) lease started in Dec 1995.
 The initial monthly rate was \$446.25 per month, for the two hangar pads under a total of 20,188 sq feet of hangars..
 This works out to \$.022 per sq foot of building footprint per month.
 Our rate has gone up every year since then (spreadsheet attached).
 Currently it is \$1,159.05 per month, which works out to \$.0574 per sq ft-- a 260% increase over 27 years.
 Just from 2020 to 2022, it went from \$1055.31 to 1159.05 -- a 9.8% increase in just two years.
 The other airport land leases have had similar increases,
 so I don't think anyone can say that we're not paying our fair share or that our lease fees are not keeping up with inflation.

The official airport land lease rate as established by the Port Commission for 2020 was \$.05 per sq ft per month, and has been increased every year since-- to \$.06 in 2021, to \$.07 in 2022, and to \$.08 in 2023.
 This is a 60% increase in just 3 years. Wow!

However, this \$.08 official rate doesn't reflect reality.
 I prepared a spreadsheet (attached) a few weeks ago of the current airport land lease rates, they average out to \$.059 per sq ft per month.
 Bumping everyone's rates to \$.08 now would amount to an average increase of 35.6%,
 which I think you would agree is excessive & unreasonable.

All but two of the airport land leases are due for a "port policy adjustment" aka "market rate adjustment" between now & the end of next year.

"Market rate" is a bit of a misnomer, a true market rate is usually determined by using comps for similar properties-- in this case, at other airports. As far as I know, this hasn't been done by the Port since 2001.

So here's some current figures: Friday Harbor: \$.11 per sq ft per month. Port Angeles: \$.10 -- both higher than our airport.

However, Bellingham charges \$.0505 per month-- lower than our airport.

Some more examples: Hoquiam airport \$.023 per month, Auburn airport \$.079, Bremerton airport \$.0244, Lopez Island airport \$.038.

So rates are all over the place, with our real-life \$.059 average rate being in the middle of the spectrum.

So I don't feel that a big increase is warranted.

The Port wants to see more airport revenue, and us leaseholders understand that.

Increasing lease rates is one way to do it, and none of us have a problem with that --

as long as the increases to our lease rates are kept reasonable and are in line with rates at comparable airports.

I'd like to suggest that the Port establish the official lease rate for 2024 at \$.065 per sq ft per month,

which is about a 10% increase over the current average rate.

Like I said, all but two of the airport leases are due for a "policy adjustment" between now & the end of 2024, so pretty much everyone would be paying \$.065 by then.

This works out to an increase in airport revenue of about \$13,375 per year.

I'd like to further suggest that starting in 2025, instead of just arbitrarily picking a new lease rate, the Port should adjust the old rate by applying the current CPI, just like they do yearly with the leases---

in other words, if the CPI was 5%, the official rate would be adjusted to \$.065 + 5%, or \$.068.

So the official rate would keep up with the CPI, which should eliminate the need to make any drastic increases.

I would like to see this issue addressed at the Sept 27 Port Commission meeting.

Respectfully submitted,

~Eric Taylor

President, A Hangar Condo Assn

cc: Eron Berg

publiccomments@portofpt.com

JCIA LEASE RATE SPREADSHEET

Page 5 of 130

Prepared by Eric Taylor 8/18/23

LEASE	MONTHLY PAYMENT	FOOTPRINT	PER SQ. FT.
C HANGAR	\$ 542.64	10,375	.052
D HANGAR (DOW)	394.76	5,355	.073
A HANGAR (BLDG'S B+P)	1,159.05	20,188	.057
G HANGAR	610.88	10,290	.059
H HANGAR	567.84	9,864	.057
JEFFCO HANGARS (i BLDG)	713.52	11,393	.062
PUGET SOUND EXP (J BLDG)	255.81	5,000	.051
K HANGAR	578.34	9,731	.059
L HANGAR	612.27	9,761	.062
M HANGAR (PTAM)	252.64	4,265	.059
N North (Morrison)	189.95	2,940	.064
N South (Morrison)	189.95	2,940	.064
O HANGAR (Wexman)	275.20	4,235	.065
GRANDY	189.84	3,208	.059
Erickson	189.28	3,208	.059
Hood Canal Aviation	189.28	3,208	.059
STATION PRAIRIE	610.40	8,000	.076
JEFF CO AIRPORT CONDO	1,939.10	32,875	.059
SPRUCE GOOSE	228.63	3,905	.058
P.T. A/c SUC'S	319.47	5,190	.061
P.T.A.M. display building	430.98	12,600	.034
PTAM expansion	369.40	5,400	.068
PTAM SHOPS	635.38	9,288	.068
<u>TOTAL</u>	\$ 11,444.61	193,219	.059 AVERAGE

A HANGAR CONDO ASSN - LEASE FEES Page 6 of 130

20,188 SQ. FT.

12/1995	\$446.25	(2.24 per sq. ft.)
12/96	441 459.19	CPI + 2.9%
12/97	477.56	CPI + 4%
12/98	491.41	CPI + 2.9%
12/99	506.15	CPI + 3.0%
12/2000	522.85	CPI + 3.3%
1/2002	720.82	"market rate" + 37.9% (3.574/sq. ft.)
12/02	735.24	CPI + 2%
12/03	748.47	CPI + 1.8%
12/04	755.95	CPI + 0.9%
12/05	776.36	CPI + 2.7%
12/06	804.31	CPI + 3.6%
4/08	836.48	CPI + 4.0%
12/10	839.83	CPI + 0.4%
12/11	859.31	CPI + 2.3%
12/12	883.37	CPI + 2.8%
12/13	905.46	CPI + 2.5%
12/14	916.33	CPI + 1.2%
12/15	933.74	CPI + 1.9%
12/16	946.81	CPI + 1.4%
12/17	967.64	CPI + 2.2%
12/18	997.64	CPI + 3.1%
12/19	1029.57	CPI + 3.2%
12/20	1055.31	CPI + 2.5%
12/21	1108.08	"market rate" + 5%
12/22	1159.05	CPI + 4.6% (5.744/sq. ft.)

260% increase from 1995 → 2022 (27 years)

PORT COMMISSION SPECIAL BUSINESS MEETING – Wednesday, August 11, 2023

The Port of Port Townsend Commission met for a special business session at the Port Townsend Yacht Club, 2503 Washington Street, Port Townsend..

Present: Commissioners Petranek, Hanke and Hasse
Executive Director Eron Berg

I. CALL TO ORDER

Meeting began at 1:30 p.m.

II. REGULAR BUSINESS

Port of Port Townsend Representatives met with U.S. Representative Derek Kilmer, Port Businesses and the North Olympic Development Council

III. ADJOURNMENT

The meeting adjourned at 2:30 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 SPECIAL BUSINESS MEETING – Wednesday, August 15, 2023

The Port of Port Townsend Commission met for a special business session at the Port Townsend Marine Trades Association Meeting at 385 Benedict Street, Port Townsend.

Present: Commissioners Petranek
Executive Director Eron Berg
Deputy Director Eric Toews
Lease and Contracts Administrator Sue Nelson

I. CALL TO ORDER

Meeting began at 5:30 p.m.

II. REGULAR BUSINESS

Commissioner Petranek and Port staff met with members of the PT Marine Trades Association on the topic of leases.

III. ADJOURNMENT

The meeting adjourned at 7:30 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 WORKSHOP MEETING – Wednesday, September 13, 2023

The Port of Port Townsend Commission met in workshop session at the Point Hudson Pavilion Building, 355 Hudson Street, Port Townsend, and also online via Zoom.

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

I. CALL TO ORDER (Rec. 00:01:00)

Commissioner Petranek called the meeting to order at 9:30 a.m.

II. 2024 BUDGET – Discuss Tax Levies with Jefferson County Assessor (00:01:23)

Jeff Chapman and Lauralee Kiesel of the Jefferson County Assessor’s Office reviewed market trends and levy rates of other jurisdictions. They reported the Port’s regular levy is set at 1% maximum, per statute. At \$1.01 per \$1,000 of assessed value, the levy would generate \$1,092,315.98 plus new construction \$13,275.36. While the Port can levy up to its IDD limit of \$4.1 million, it currently has levied \$2.6 million. There was extended discussion of the following: housing market, low-income property tax exemption threshold, whether the sewer system installation would impact future valuations in Port Hadlock/Tri Area, and the County’s policy on valuation of public property when exempt from tax.

III. SHORT FAMILY FARM UPDATE (00:44:15)

Deputy Director Eric Toews led a review of the draft resolution including a steering committee application. Focused on economic development, the Port’s desire is to support and grow agriculture and is focused on infrastructure. The resolution outlines the planning process and objectives and will be officially presented for adoption at the September 27 Commission meeting.

Commission discussion centered on whether or not to specify the goal of achieving organic certification and allowing farmers to weigh in on such parameters. Discussion ensued about the member representation, including a Jefferson County Commissioner representative because of the connection to the Drainage District or whether another county representative would be suitable or possibly a tribal representative. It was noted that Port Executive Staff would be present at meetings as well as the potential for a rotating Port Commissioner. The Commission felt a community open house before the application period closes would have value.

IV. WPPA, GOVERNANCE AND MANAGEMENT GUIDE –CHAPTER 5 CHAPTER 5 PORT OPERATIONS AND CHAPTER 6 ECONOMIC DEVELOPMENT (Rec. 1:44:15)

Commissioner Hasse led a review of Chapter 5, focusing on comparative performance metrics and strategic planning goals such as seaweed aquaculture. Referenced were Joni Blanchard’s comments on maintaining small boats and the wooden fleet as an important part of marina

revenue. Noteworthy comments on Chapter 6 were calling for Ports to be involved in affordable housing and business incubators. Chapter 6 will continue to be reviewed next month.

- V. ADJOURNMENT (Rec. 02:00:00): The meeting adjourned at 11:30 a.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 REGULAR BUSINESS MEETING – Wednesday, September 13, 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 Petranek, Hanke, Hasse
Executive Director Eron Berg
Deputy Director Eric Toews
Operations Manager Chris Sparks
Harbormaster Kristian Ferrero
Lease and Contracts Administrator Sue Nelson
Recorder Joanna Sanders
Via Zoom: Attorney Seth Woolson

I. CALL TO ORDER & PLEDGE OF ALLEGIANCE (Rec. 00:00:10)
Commissioner Petranek called the meeting to order at 1:02 p.m.

II. APPROVAL OF AGENDA (Rec. 00:00:52)
The agenda was approved by unanimous consent as written.

III. PUBLIC COMMENTS – GENERAL (Rec. 00:01:05)
Jake Beattie of the Northwest Maritime Center (NWMC) spoke about the successful 2023 Wooden Boat Festival and preliminary figures showing increased attendance by about 9-10% over 2022. He expressed deep appreciation of the good working relationship with the Port.
Joni Blanchard provided written comment on the topic of slip protocols.

IV. Consent Agenda (Rec. 00:05:03)
A. Approval of Minutes from August 9, 2023 Workshop and Regular Business Meeting
B. Approval & Ratification of Warrants
Warrant #067295 in the amount of \$1,000.00
Warrant #067298 through #067341 in the amount of \$260,881.54
Warrant #067342 through #067343 in the amount of \$590.50
Warrant #067344 through #067348 in the amount of \$246,755.89
Warrant #067349 through #067428 in the amount of \$216,366.06
Electronic Debit in the amount of \$19,341.60

The Consent Agenda was approved as written by unanimous consent.

V. SECOND READING - None

VI. FIRST READING- None

VII. REGULAR BUSINESS (Rec. 00:03:45)

A. TIMING OF SECOND OCTOBER COMMISSION MEETING

The October 28 WPPA Small Ports Seminar meeting necessitates shifting the regularly scheduled to Tuesday, October 24 and it will be a Special Meeting.

VIII. STAFF COMMENTS (Rec. 00:07:20)

Executive Director Eron Berg reported Lou Geraghty of Horus Horizon Marine will move into Building 19 (formerly the MRW site). Port staff met with 43 people in Quilcene along with PUD Commissioner Randall to report on the RCO-funded project, the PUD's south county program to extend broadband, and resurrect the RV campground to temporarily house PUD staff during their project and generate future revenue. Despite past expressions of support, there were positive comments as well as concern about the RVs utilizing the area. The next Port agenda will include another opportunity to discuss the Herb Beck Marina RV Park.

Deputy Director Toews spoke about the disappointment in the Quilcene meeting after efforts to listen to suggestions and being awarded a grant for the rehabilitation of the facility. The comments may not represent the broader community. Commissioners spoke in favor of the grant improvements, the RV campground, adding broadband infrastructure, and further expanding the tent camping areas. The amendment to the City zoning code regarding the Point Hudson duplex will appear before the City Planning Commission tomorrow as well as before City Council on October 2.

Operations Manager Chris Sparks anticipates the shipyard will soon fill up with the changing weather. The new moorage office is expected to be moved in the next two weeks.

Harbormaster Kristian Ferrero spoke about the good collaboration with the NWMC on the festival. There were three days of operations trying out the pump out skiff and staff has big hopes for the program. The Point Hudson marina is cleared and ready for construction of the south jetty.

Lease and Contracts Administrator Sue Nelson spoke in unison with staff about her pleasure working with Barb and Courtney of the Wooden Boat Festival. Naval Architects has moved from the PH duplex into the PH Main Building so the duplex is now empty. There are Larry Scott Trail running events coming in September, October, and November.

Capital Projects and Port Engineer Matt Klontz (report by Eron Berg): The contractor had a two-day early start on the in-water jetty work and will be driving temporary pilings for the purpose of containment. Roughly 4,000 sea creatures have already been moved. Multiple parties are working on an added project to remove the WWII submarine net and utilize the 256,000-pound concrete anchor dolphin as shoreline protection as well as a habitat feature. Section 7 approval is in hand for that project and staff is still working on the Section 106 permit. There is a delay in receiving electrical materials for the taxiway connector project. Although scheduled to begin next month, given the approaching wet time of year, the project may have to be postponed. While the Port's fixed cost is unaffected, WSDOT Aviation will not be providing \$40,000 (5% grant match) even though 90% of the project is FAA funded.

Capital Projects Engineer Dave Nakagawara (report by Eron Berg): A waterwalk presentation was made to the Marine Resources Committee (MRC) last week. Consultant KPFF is working on cost analysis work on the sea-level rise project. FEMA reported yesterday that the damage claim of Boat Haven may result in a \$4.7 million bulkhead repair and replacement.

Administrative Assistant Joanna Sanders reported the Port website now has the complete history of Port resolutions hosted by Code Publishing, along with the Comprehensive Scheme and Port Rules and Regulations, and is a keyword searchable archive.

IX. COMMISSIONER COMMENTS (Rec. 00:43:04)

Commissioner Hanke gave kudos to Harbormaster Kristian Ferrero on the efforts and support of Puget Sound Express over the weekend.

Commissioner Hasse expressed gratitude for the latest Port report, receiving Wooden Boat Festival (WBF) tickets, Karl Sebastian's new art in the Administration Office, Matt and Dave's report to the MRC on the sea level rise, jetty project, the great reception of the whale exhibit "*Gunther*" at Union Wharf. Steve Stone does great films about wooden boats and said wooden boats live where there are festivals. She adds too, that wooden boats live where there are yards and wooden boat schools to care for them. Eron Berg announced Hasse was appointed as WPPA representative to the National Maritime Heritage Area Advisory Committee.

Commissioner Petranek reported attending the WBF achievement awards: Ray Speck, Neil Rabinowitz, and Betsy Davis were 2023 recipients. It was pleasing to see the kids of Port employees sitting on *Lorraine* during the festival. Last Friday, she participated in four separate tours of the PT senior class through the boatyard (5 shops, 5 boats). *Our Working Waterfront* featured the tour. She attended an EDC Board Meeting and is excited about Douglas Hammel's workshops and upcoming book. The recent PT Marine Trades Association meeting was focused on leases. The ICG meeting is being held next week, hosted by the City, to talk about the water walk, flood control, fiber by the PUD, and Healthier Together.

X. NEXT PUBLIC WORKSHOP & REGULAR BUSINESS MEETING (Rec. 01:22:04)

Next Meetings: Intergovernmental Collaborative Group Meeting on Thursday, September 21 at 5:00 p.m. Regular Business Meeting on Wednesday, September 27, 2023 at 5:30 p.m. Thursday, 4pm September 28 is the Boatyard Barbeque.

XI. EXECUTIVE SESSION - none

XII. ADJOURNMENT (Rec. 00:59:00)

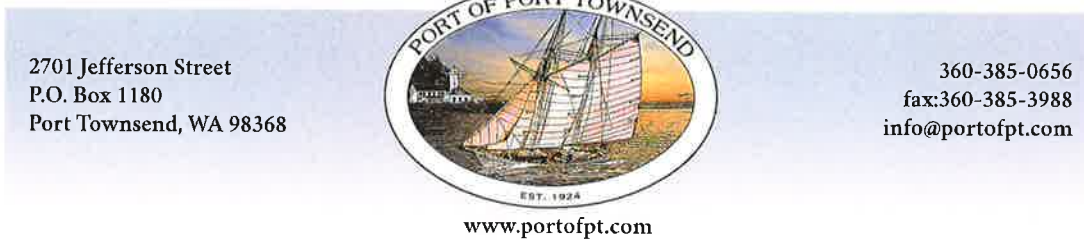
The meeting adjourned at 2:00 p.m., there being no further business before the Commission.

ATTEST:

Pamela A. Petranek, President

Peter W. Hanke, Secretary

Carol L. Hasse, Vice President



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 067429 through No. 067431 generated on August 16th, 2023 in the amount of \$5,065.06 and Electronic Payment in the amount of \$124,575.19, for a total amount of \$129,640.25 is **ratified.**

Signed and Authenticated on this 27th day of September, 2023.

For: **Payroll and Benefits**

Commissioner Pam Petranek

Commissioner Carol Hasse

Commissioner Pete W. Hanke

S. Abigail Berg, Director of Finance
And Administration

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



www.portofpt.com

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

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 067432 through No. 067482, are approved for payment in the amount of \$135,165.20 on this 27th day of September, 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
0000067432	9/27/2023	ARM030	Armstrong Consolidated LLC				Check Entry Number: 001
			5542	9/12/2023	301.55	0.00	301.55
0000067433	9/27/2023	ARR050	Arrow Launch Service, Inc				Check Entry Number: 001
			REFUND 9/11/23	9/11/2023	92.35	0.00	92.35
0000067434	9/27/2023	AVC050	Avcom Company				Check Entry Number: 001
			09010223	9/15/2023	914.26	0.00	914.26
0000067435	9/27/2023	BAN005	Bank of America				Check Entry Number: 001
			9/5/23 STATEMENT	9/5/2023	4,520.18	0.00	4,520.18
0000067436	9/27/2023	CAR020	Chad Carvey				Check Entry Number: 001
			REFUND 9/11/23	9/11/2023	73.51	0.00	73.51
0000067437	9/27/2023	CED005	CED				Check Entry Number: 001
			5948-1042314	9/6/2023	328.39	0.00	328.39
			5948-1042616	9/6/2023	120.01	0.00	120.01
			5948-1042813	9/13/2023	153.18	0.00	153.18
Check 0000067437 Total:					601.58	0.00	601.58
0000067438	9/27/2023	CEN010	Central Welding Supply				Check Entry Number: 001
			PT 151374	9/18/2023	63.78	0.00	63.78
			PT151105	9/12/2023	132.13	0.00	132.13
			PT151340	9/15/2023	25.92	0.00	25.92
Check 0000067438 Total:					221.83	0.00	221.83
0000067439	9/27/2023	CEN030	CenturyLink				Check Entry Number: 001
			9/1/2023 STATEMENT	9/1/2023	195.00	0.00	195.00
0000067440	9/27/2023	CEN035	CenturyLink				Check Entry Number: 001
			9/8/23 STATEMENT	9/8/2023	405.21	0.00	405.21
0000067441	9/27/2023	CIN020	Cintas				Check Entry Number: 001
			5176094637	9/19/2023	31.20	0.00	31.20
0000067442	9/27/2023	COA050	Mott MacDonald				Check Entry Number: 001
			107621-11	9/13/2023	12,185.00	0.00	12,185.00
			108461-02	9/13/2023	10,057.50	0.00	10,057.50
Check 0000067442 Total:					22,242.50	0.00	22,242.50
0000067443	9/27/2023	COW020	Cowling and Co. LLC				Check Entry Number: 001
			1039	5/31/2023	3,390.40	0.00	3,390.40
			1102	7/31/2023	2,039.80	0.00	2,039.80
			1103	7/31/2023	1,771.60	0.00	1,771.60
			1104	7/31/2023	5,375.89	0.00	5,375.89
			1108	7/31/2023	830.00	0.00	830.00
			999	4/30/2023	960.00	0.00	960.00
Check 0000067443 Total:					14,367.69	0.00	14,367.69
0000067444	9/27/2023	DIL070	Tom Dilworth				Check Entry Number: 001
			REFUND 9/12/23	9/12/2023	47.10	0.00	47.10
0000067445	9/27/2023	DRE060	Sam Dressler				Check Entry Number: 001
			REFUND 8/30/23	8/30/2023	134.52	0.00	134.52
0000067446	9/27/2023	FAS020	Fastenal				Check Entry Number: 001
			WAPOR94623	8/29/2023	125.80	0.00	125.80
			WAPOR94624	8/29/2023	334.50	0.00	334.50
			WAPOR94737	9/6/2023	86.05	0.00	86.05
Check 0000067446 Total:					546.35	0.00	546.35
0000067447	9/27/2023	FER001	Ferrellgas				Check Entry Number: 001
			5007979927	8/27/2023	443.11	0.00	443.11

Check Register

Journal Posting Date: 9/27/2023

Register Number: CD-001026

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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
0000067448	9/27/2023	FIN010	Fine Yacht Interiors				Check Entry Number: 001
			793524	9/20/2023	1,366.12	0.00	1,366.12
0000067449	9/27/2023	FIS020	Fish N Hole				Check Entry Number: 001
			5611190	9/12/2023	28.35	0.00	28.35
			5611193	9/13/2023	63.00	0.00	63.00
Check 0000067449 Total:					91.35	0.00	91.35
0000067450	9/27/2023	GOO002	Good Man Sanitation				Check Entry Number: 001
			9/11/23 STMNTS	9/11/2023	2,771.28	0.00	2,771.28
0000067451	9/27/2023	GRA005	Grainger				Check Entry Number: 001
			9820495928	8/28/2023	7,267.76	0.00	7,267.76
			9832361274	9/8/2023	489.55	0.00	489.55
Check 0000067451 Total:					7,757.31	0.00	7,757.31
0000067452	9/27/2023	GUA080	Guardian Security Systems, Inc.				Check Entry Number: 001
			1398836	9/1/2023	278.21	0.00	278.21
0000067453	9/27/2023	GUY040	Guy Hupy Design				Check Entry Number: 001
			9/14/23 INV	9/14/2023	1,820.00	0.00	1,820.00
0000067454	9/27/2023	INS070	Insight Strategic Partners, LLC				Check Entry Number: 001
			4956	8/31/2023	6,250.00	0.00	6,250.00
0000067455	9/27/2023	JC0003	Jefferson County - Public Work				Check Entry Number: 001
			8/31/23 STATEMENT	8/31/2023	640.33	0.00	640.33
0000067456	9/27/2023	KAM050	Larry Kaminski				Check Entry Number: 001
			REFUND 8/11/23	8/11/2023	94.61	0.00	94.61
0000067457	9/27/2023	KEN020	Kennedy Jenks				Check Entry Number: 001
			166111	9/12/2023	7,907.50	0.00	7,907.50
0000067458	9/27/2023	LIS080	Skriva LLC				Check Entry Number: 001
			0030	9/6/2023	9,000.00	0.00	9,000.00
0000067459	9/27/2023	MAR096	Marian Roh				Check Entry Number: 001
			230829	9/27/2023	495.00	0.00	495.00
0000067460	9/27/2023	MCM020	McMaster-Carr				Check Entry Number: 001
			13398018	8/29/2023	2,162.00	0.00	2,162.00
0000067461	9/27/2023	MOR030	Jesse Morin				Check Entry Number: 001
			REFUND 9/1/23	9/1/2023	186.64	0.00	186.64
0000067462	9/27/2023	NEL001	Sue Nelson				Check Entry Number: 001
			7-9/2023 EXP	9/20/2023	37.99	0.00	37.99
0000067463	9/27/2023	NWF030	NWFF Environmental				Check Entry Number: 001
			12869	9/12/2023	3,000.25	0.00	3,000.25
0000067464	9/27/2023	OLY001	Olympic Equipment Rentals Inc				Check Entry Number: 001
			344290	9/7/2023	29.97	0.00	29.97
0000067465	9/27/2023	OLY003	Olympic Springs, Inc.				Check Entry Number: 001
			360095	8/8/2023	29.29	0.00	29.29
			8/31/23 STATEMENT	8/31/2023	90.06	0.00	90.06
Check 0000067465 Total:					119.35	0.00	119.35
0000067466	9/27/2023	PET020	Peters Marine Services				Check Entry Number: 001
			335263	9/20/2023	447.59	0.00	447.59
0000067467	9/27/2023	PIN010	Pinnacle Investigations Corp				Check Entry Number: 001
			87740	9/17/2023	108.00	0.00	108.00
			87745	9/17/2023	35.00	0.00	35.00
Check 0000067467 Total:					143.00	0.00	143.00
0000067468	9/27/2023	POR005	Port Townsend Leader				Check Entry Number: 001

Run Date: 9/21/2023 12:45:55PM

A/P Date: 9/27/2023

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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
			113120	9/1/2023	1,799.50	0.00	1,799.50
0000067469	9/27/2023	PRE010	Precision Approach Engineering				Check Entry Number: 001
			6090	7/31/2023	1,057.65	0.00	1,057.65
0000067470	9/27/2023	PUD005	PUD #1 of Jefferson County				Check Entry Number: 001
			9/11/23 STATEMENTS	9/11/2023	11,305.95	0.00	11,305.95
0000067471	9/27/2023	RSI050	RSINet				Check Entry Number: 001
			7590	9/17/2023	180.00	0.00	180.00
0000067472	9/27/2023	SCJ010	SCJ Alliance				Check Entry Number: 001
			73503	9/2/2023	8,726.57	0.00	8,726.57
0000067473	9/27/2023	SHO010	Shold Excavating Inc				Check Entry Number: 001
			76637	9/7/2023	85.96	0.00	85.96
			76656	9/7/2023	385.81	0.00	385.81
Check 0000067473 Total:					471.77	0.00	471.77
0000067474	9/27/2023	SOU055	Sound Publishing, Inc				Check Entry Number: 001
			8111775	8/31/2023	1,285.63	0.00	1,285.63
0000067475	9/27/2023	SUM040	Summit Law Group PLLC				Check Entry Number: 001
			148325	9/13/2023	1,420.00	0.00	1,420.00
0000067476	9/27/2023	TAL030	Diana Talley				Check Entry Number: 001
			ROW, ROW, ROW	9/10/2023	132.97	0.00	132.97
0000067477	9/27/2023	TWI001	Spectra Laboratories - Kitsap				Check Entry Number: 001
			23-06644	8/31/2023	99.50	0.00	99.50
0000067478	9/27/2023	ULI040	ULINE				Check Entry Number: 001
			167912047	8/31/2023	1,645.86	0.00	1,645.86
0000067479	9/27/2023	WA0125	State of Washington				Check Entry Number: 001
			ANNUAL 2023	9/27/2023	1,266.88	0.00	1,266.88
0000067480	9/27/2023	WA1901	State of Washington				Check Entry Number: 001
			L156684	9/12/2023	18,182.26	0.00	18,182.26
0000067481	9/27/2023	WES060	West Marine Pro				Check Entry Number: 001
			002501	9/8/2023	117.09	0.00	117.09
			002615	9/11/2023	416.59	0.00	416.59
			002862	9/18/2023	152.65	0.00	152.65
			02489	9/8/2023	67.89	0.00	67.89
Check 0000067481 Total:					754.22	0.00	754.22
0000067482	9/27/2023	WIN003	Windridge Solutions				Check Entry Number: 001
			581	9/13/2023	100.00	0.00	100.00
Report Total:					138,165.20	0.00	138,165.20

MEETING DATE	September 27, 2023
AGENDA ITEM	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> First Reading <input type="checkbox"/> Second Reading <input checked="" type="checkbox"/> Regular Business
AGENDA TITLE	IV. C. Authorize the Executive Director to execute the lease with Shannon Partners LLC and SEA Green Partners LLC
STAFF LEAD	Eron Berg, Executive Director
REQUESTED	<input checked="" type="checkbox"/> Action <input type="checkbox"/> Discussion
ATTACHMENTS	A. Staff Memo B. SEA Marine Term Sheet C. SEA Marine Land & Lift Pier Lease, including Exhibits A and B

Action: None needed if approved as part of Consent Agenda.

Alternative Action: Remove from Consent Agenda, Discuss, and Authorize the Executive Director to execute the lease with Shannon Partners LLC and SEA Green Partners LLC. The form will be in all material respects identical to the draft presented to the Commission under this agenda item.

DATE: 9/21/2023
TO: Port Commission
FROM: Eron Berg, Executive Director, Eric Toews, Deputy Director, and Sue Nelson, Lease and Contracts Administrator
SUBJECT: SEA Marine Point Hudson Land & Lift Pier Lease Agreement

ISSUE: Should the Commission authorize the Executive Director to execute a ground lease agreement substantially in the form presented with Shannon Partners, LLC and SEA Green Partners, LLC (“SEA Marine” or “SEA”) for approximately 42,585 square feet of marine industrial land and the associated 2,800 square foot lift pier at Point Hudson?

BACKGROUND & DISCUSSION:

In July of 2002, the Port entered into a lease agreement with the G2B Partnership for certain premises at the Port’s Point Hudson facility. The agreement was for a one (1) year term with one (1) 24-year option to lease the premises through June 30, 2027. G2B exercised its option to extend the lease term on May 13, 2003. The G2B Partnership assigned its lease to Shannon Partners, LLC with Port consent on August 31, 2006.

For several years, the Port and SEA Marine have engaged in on and off negotiations for a new long-term ground lease and expanded premises at Point Hudson. In October of 2022, a Letter of Intent (LOI) was executed between the parties. The LOI outlined the general terms of the understanding between the parties regarding future development and long-term lease. The LOI imagined a substantially enlarged boat yard, encompassing approximately 72,750 square feet, as compared with the approximately 42,000 square feet described in the current lease.

Over the late winter and early spring of 2023, the parties reviewed and discussed various lease drafts. However, the parties were unable to come to agreement. In May, SEA provided a substantially revised lease draft that essentially abandoned the idea, at least for the moment, of a substantially expanded leasehold. In early July, Port staff prepared a new standard form lease that broadly aligned with the central terms of SEA’s draft. On September 14, the parties settled upon mutually agreeable terms.

The proposed new lease would early terminate the existing lease and establish an initial fifteen (15) year lease term, through September 30, 2038, with two (2) five (5) year options. The new lease would also slightly modify the premises. Specifically, a 400 square foot area (20’ x 20’) would be added immediately north of the Cupola House Annex to accommodate SEA’s environmental (wash water/recycling) shed, and the approximately 2,800 square foot lift pier would be included within the leased premises for SEA’s exclusive use, rather than licensed for

non-exclusive use. Thus, the total leased premises would increase from approximately 42,185 to 45,385 square feet.

The proposed lease incorporates a rent formula that would allow SEA to continue the existing per square foot rent rate for all portions of the premises through June 30, 2027, when a substantial rent adjustment would occur. This allows SEA the benefit of the rent established under the original lease through what would have been the end of the original lease term, with the notable exception that \$1,000 per month of additional rent would be required for exclusive use of the lift pier. In sum, the rent at inception is established at \$3,591.94 per month, versus \$2,567.59 under the current agreement. Beginning July 1, 2027, rent would increase to \$5,090.71 per month in July 2023 dollars, forward adjusted to July 2027 dollars using Bureau of Labor Statistics data.

Notably, Paragraph 15 of the proposed lease would require SEA Marine to repair and maintain the lift pier decking, with the Port responsible for required maintenance and repair of the in-water structural portions of the pier. However, the Port's maximum investment in doing so would be limited to the total gross rent from lease inception up to the time of repair, minus prior investments. If both options to renew the lease are exercised, there is the potential that the pier will be at the end of its useful service life in 2048, and in need of substantial reinvestment or replacement. However, the rents generated over the term of the lease will be insufficient to fund anticipated future replacement costs.¹

Other notable provisions of the proposed lease include the following:

- A provision acknowledging SEA's desire for additional land, and committing the Port to fairly considering SEA's expansion proposal as part of its "Back-40" planning process (see Paragraph #3);
- Market rent rate adjustment language that specifies that such adjustments will be limited to comparable industrial boatyards in Clallam, San Juan, Skagit and Whatcom counties (see Paragraph #5(c));
- Language that requires SEA to undertake specific repairs and improvements to the premises within five (5) years of lease inception (see Paragraph #8); and
- Use of premises language that seeks to facilitate active work on vessels, rather than static storage, while acknowledging SEA's unique business model (see Paragraph #9).

Except for the unique provisions highlighted above, the proposed lease, as presented, is in all material respects consistent with the Commission's adopted lease policy.

MOTION: None required. Approval of this item on the Consent Agenda authorizes the Executive Director to execute the lease with Shannon Partners LLC and SEA Green Partners LLC. The form will be in all material respects identical to the draft presented to the Commission under this agenda item.

¹ It is estimated that full replacement of the lift pier would require approximately \$2,000,000 in 2023 dollars. Assuming a constant inflation rate of 3% for 25 years reveals that nearly \$4,200,000 would be required to replace the lift pier at the end of the lease term.

ATTACHMENTS

- Summary of Key Terms, consisting of two (2) pages; and
- Point Hudson Land & Lift Pier Lease, including attached Exhibits “A” and “B” together consisting of twenty-six (26) pages.

**PORT OF PORT TOWNSEND:
Summary of Key Terms
Shannon Partners, LLC (SP), and Sea Green Partners, LLC, d/b/a/ SEA Marine
Point Hudson Land Lease Agreement**

1. **LESSEE:** Shannon Partners, LLC (SP) and Sea Green Partners, LLC, d/b/a SEA Marine, both Washington limited liability companies.
2. **TERMINATION OF EXISTING LEASE:** The July 1, 2002, Point Hudson Land Lease between the Port and the G2B Partnership, which was assigned to and assumed by Shannon Partners, LLC on August 31, 2006¹, would be automatically terminated and of no further force or effect.
3. **PREMISES & LICENSE AREA:** The leased premises comprise approximately 45,385 square feet of discontinuous land at the Port's Point Hudson facility (i.e., 42,185 sf of yard area together with 400 sf of land immediately north of the Cupola House Annex, a 2,800 sf travel lift pier). Use of the intervening "lift way" (i.e., an approximately 1,611 sf portion of vacated Jefferson Street) for ingress/egress is also licensed under this agreement, provided such use does not materially impair pedestrian and vehicular traffic. The leased premises and license area are depicted on Exhibit "A", attached hereto.
4. **POTENTIAL EXPANSION TO LEASED PREMISES:** The Port is developing a master plan for the "Back 40" space adjacent to the leased premises. Lessee desires to expand its premises into contiguous space for boatyard use. The Port agrees to consider Lessee's future expansion objectives as part of the master planning process.
5. **TERM:** Fifteen (15) years, with two five (5) year options to renew, beginning on October 1, 2023, and ending (if options are exercised) on September 30, 2048.
6. **RENT:**
 - a. At inception, rent will be assessed at **\$3,591.94** per month plus applicable taxes (i.e., 42,185 sf (yard/wash down area) x \$0.060865 = \$2,567.59; 400 sf (land north of Cupola Annex) x \$0.060865 = \$24.35; 2,800 sf (lift pier) x \$0.357142 = \$1,000; \$2,567.59 + \$1,000 = \$3,591.94).
 - b. Beginning July 1, 2027, rent shall be adjusted to an amount equivalent to **\$5,090.71** (plus all applicable taxes) in July 2023 dollars adjusted for inflation to the then current date by applying the US Department of Labor, Bureau of Labor Statistics, CPI Inflation Calculator.
 - c. Beginning July 1, 2032, and every five (5) years thereafter, the rental rate may be adjusted based on the fair market rental rate then prevailing for comparable industrial boatyards on the Olympic Peninsula and in North Puget Sound (Jefferson, Clallam, San Juan, Skagit and Whatcom counties), bearing in mind all marine-related industrial uses of the property.

¹ See Assignment and Assumption of Lease recorded under Jefferson County Auditor's File Number 5036753919.

- d. CPI-U applied beginning year two of the lease term and each year thereafter, except in years when a fair market rate adjustment is applied. Market rate adjustment may be applied beginning July 1, 2032, and every five years thereafter.

7. REPAIRS AND IMPROVEMENTS UPON THE PREMISES: Lessee understand and agrees that it is an express condition of the lease that repairs and improvements be undertaken upon the premises within five (5) years of lease inception, as follows:

- a. Update and upgrade electrical service in the yard for vessels and tool use (e.g., 30-amp service and pedestals);
- b. Update and upgrade water service;
- c. Install security cameras;
- d. Install perimeter fencing for the yard areas;
- e. Install lighting for yard areas for increased safety and security;
- f. Upgrade ballasting and drainage, as necessary;
- g. Rehabilitate the wash-down/environmental building, as necessary;
- h. Remove vegetation as needed to mitigate or eliminate pests (e.g., rodents); and
- i. Construct a new mast location in proximity to the wash down station.

8. DEPOSIT: Three (3) month's security $\$10,775.82 + \$1,383.62 \text{ (LHT)} = \mathbf{\$12,159.44}$. Deposit amount may be adjusted once every five years in the same proportion as the rent has been increased.

9. HOLDING OVER: In the event Lessee allows the lease to expire without negotiating a new agreement with the Port, the tenancy will roll over into a month-to month basis, with all other provisions of the lease agreement remaining in effect, except that the rent will increase to 125% of the rent due in the month preceding the holdover.

10. USE OF PREMISES: Land to be used exclusively to develop and operate an industrial boatyard for short-term storage, repair, and maintenance of vessels.

11. UTILITIES: All utilities are the responsibility of the Lessee.

12. MAINTENANCE & REPAIR: Lessee shall maintain the Premises and all Lessee-constructed improvements thereon in a good condition and state of repair. Lessee shall be responsible for the planking (carriageway) on the lift pier; the Port will be responsible, within specified limits, for structural portions of the lift pier.

13. INSURANCE: Commercial General Liability of \$2,000,000 combined single limit and \$2,000,000 in the annual aggregate; Workers Compensation Insurance as required by Washington law as well as all Federal Acts applicable to the tenant's operations at the site.

14. ASSIGNMENT/SUBLEASE: Permitted only by prior written consent of the Port.

15. DEFAULTS/TERMINATION: Time is of the essence. Failure to pay rent, or to abide by the covenants/agreements contained in the agreement, may serve as a basis for termination. Tenant will be provided with fifteen (15) days' written notice to cure defaults.

PORT OF PORT TOWNSEND

POINT HUDSON LAND & LIFT PIER LEASE

THIS LEASE AGREEMENT made this ____ day of September 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 SHANNON PARTNERS, LLC and SEA GREEN PARTNERS, LLC, d/b/a/ SEA MARINE (SEA), both Washington Limited Liability Companies, hereinafter referred to as "Lessee,"

WITNESSETH:

That the parties hereto do mutually agree as follows:

1. **TERMINATION OF EXISTING LEASE:** The Port and Lessee acknowledge and agree that they are parties to that certain Lease Agreement dated July 1, 2002, by virtue of an Assignment and Assumption of Lease dated August 31, 2006, and recorded on August 31, 2006, under Auditor's File Number 5036753919 (the "Existing Lease"). The parties hereto acknowledge and agree that, notwithstanding any provision set forth in the Existing Lease, the Existing Lease is currently in full force and effect, has continued in full force and effect without interruption since the date Lessee initially took occupancy of the Premises under the Existing Lease and that Lessee currently occupies the Premises pursuant to the terms thereof. In addition, notwithstanding any provision to the contrary in the Existing Lease, effective as of 11:59 p.m. (Pacific Time) on the date immediately preceding the Lease Commencement Date (the "Existing Lease Termination Date") the Existing Lease shall be terminated and of no further force or effect and the Port and Lessee's rights and obligations with respect to the Premises arising or accruing thereafter shall be as set forth in this Lease Agreement; PROVIDED, HOWEVER, that the Port and Lessee shall remain liable under the terms of the Existing Lease with respect to:
 - a. Any obligations which specifically survive the term of the Existing Lease; and
 - b. All obligations under the Existing Lease accruing prior to the Lease Termination Date related to Lessee's use, occupancy, or control of the Premises during the term of the Existing Lease, including, without limitation:
 - i. Any liability arising from hazardous materials brought onto or about the Premises or permitted or suffered to be brought onto or about the Premises by Lessee or anyone for whom Lessee may be liable; and
 - II. Lessee's obligation to pay the Port any amounts due under the Existing Lease.
2. **LEASED PREMISES:** The Port hereby leases to Lessee, and Lessee hereby leases from the Port, certain real property (hereinafter "the Premises") located in Jefferson County, Washington, which is briefly described as follows:

Portions of Blocks 51, 94, and 99, Original Townsite of Port Townsend, as per Plat thereof recorded under Volume 1 of Plats, Page 1, Records of Jefferson County, Washington, together with portions of vacated Franklin and Clallam Streets, more particularly described

and depicted upon Exhibit “A” which is attached hereto and incorporated herein by this reference.

The Premises described above comprise approximately 45,385 square feet.¹ The Port hereby warrants that it has good and marketable fee title to the Premises and has full right and authority to execute this Land Lease and to demise the Premises.

In addition to the Premises described above, during the term of this Lease Lessee shall be granted a License to ingress and egress over and across vacated Jefferson Street to the travel lift pier as depicted upon Exhibit “A” attached hereto. However, Lessee’s use of this area shall not materially impair pedestrian and vehicular traffic along vacated Jefferson Street except for limited time periods while boat-hoist activities are being conducted.

3. **POTENTIAL EXPANSION TO LEASED PREMISES:** The Port is in the process of developing a master plan for space adjacent to the Premises, known as the “Back-40”. Lessee desires to lease additional space contiguous its Premises that was previously ballasted and is suitable for boat yard expansion. The Port agrees to fairly consider Lessee’s expansion proposal as part of its Back-40 planning process.
4. **TERM:** This Lease shall be for a term of fifteen (15) years, beginning on October 1, 2023, and ending at midnight on September 30, 2038. The Lessee shall also have the option to extend the lease term by two (2) additional five (5) year terms. Notification to extend the Lease will be done in writing at least ninety (90) days prior to the end of the initial lease term or any extension hereof. Lessee shall not be entitled to renew this Lease unless the Lease is in good standing at the time of renewal and the Lessee is not in default under the terms of this Lease or any other lease or agreement with the Port. The terms and conditions of any renewal shall be the same as set forth in this Lease, except that the terms of this Lease shall be updated to be consistent with the terms and conditions then existing in the Port’s standard form industrial land lease.
5. **RENT:**
 - a. Lessee agrees to pay as rental for the leased Premises the sum of **Three Thousand Five Hundred Ninety-One Dollars and Ninety-Four Cents (\$3,591.94)** per month plus all applicable taxes.²
 - b. On July 1, 2027, the rent paid for the entire Premises shall be an amount equivalent to **Five Thousand and Ninety Dollars and Seventy-One Cents (\$5,090.71)** per month (plus all applicable taxes) in July 2023 dollars adjusted for inflation to the then current date by applying the US Department of Labor, Bureau of Labor Statistics, CPI Inflation Calculator (https://www.bls.gov/data/inflation_calculator.htm).

¹ The leased premises are comprised of the 42,185 sf described in Existing Lease terminated under Paragraph 1 herein, together with the approximately 2,800 sf travel lift pier, and 400 sf of land immediately north of the Cupola House Annex. Use of the “Lift Way” over and across vacated Jefferson Street to the travel lift pier is licensed for purposes of ingress and egress as set forth in Paragraph 2 of this Agreement but is not included in the leased premises.

² Rent at lease inception is a blended rate calculated as follows: a) 42,185 sf of the Premises (i.e., that area described in the Existing Lease terminated under Paragraph 1 herein) will be assessed \$2,567.59 (\$0.060865 psf); b) the 400 sf of area north of the Cupola House Annex will be assessed \$24.35 (\$0.060865 psf); c) 2,800 sf (i.e., the lift pier) added to the Existing Lease Premises by way of this Lease) will be assessed \$1,000.00 (\$0.35714 psf); c) total rent at inception = \$3,591.94 + LHT.

- c. Beginning on July 1, 2032, and every five (5) 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 industrial boatyards in Clallam, San Juan, Skagit and Whatcom counties, bearing in mind all marine-related industrial uses of the property and all services and amenities available to the Premises by virtue of its location. In the event 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 Court if the parties cannot agree.³
 - d. Except in years when a fair market rate adjustment is made as set forth in Subparagraph (c) of this Paragraph 5, above, the rental rate beginning in year two (2) 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-Bellevue, which is compiled by the Department of Labor, Bureau of Statistics.
 - e. In no event shall any rent adjustment under Subparagraphs (c) or (d) of this Paragraph 5 result in a reduction in rent from the rate paid in the prior year.
 - f. 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.
6. **LATE CHARGE:** In the event that any installment of rent remains unpaid more than twenty (20) days after it is due, then Lessee shall also be obliged to pay a “late charge” as per the Port of Port Townsend Rate Schedule then in effect. This provision for a “late charge” and the Port’s acceptance of payment of such charges shall not be construed as a waiver of the Port’s right to declare this Lease in default if a rent payment is not paid when due.
7. **DEPOSIT:** Upon the execution of this Lease, Lessee shall deposit with the Port three month’s rent plus all applicable taxes in the amount of **Twelve Thousand One Hundred and Fifty-Nine Dollars and Forty-Four Cents (\$12,159.44)**.⁴ Lessee has an existing deposit of **Two Thousand Five Hundred Dollars and Zero Cents (\$2,500.00)** currently on file with the Port under the agreement terminated under Paragraph 1 of this Lease. Accordingly, Lessee shall deposit an additional **Nine Thousand Six Hundred Fifty-Nine Dollars and Forty-Four Cents (\$9,659.44)** in order to satisfy the requirements of this Paragraph 7 (“the additional deposit”). This Lease shall not be effective until the additional deposit is made with the Port. If Lessee defaults in any particular the Port may use, apply or retain all or any part of the security (1) to the extent 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 July 1, 2027 and every five (5) years 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 first (1st) year of the lease term.

³ Note: The language of this paragraph explicitly seeks to limit comparable properties to industrial boatyards in the North Puget Sound area, and marine industrial uses, as distinguished from all allowable uses under adopted zoning regulations.

⁴ Calculated as follows: $\$3,591.94 \times 3 = \$10,775.82$; $\$10,775.82 \times 12.84\% \text{ LHT} = \$1,383.62$; $\$10,775.82 + \$1,383.62 = \$12,159.44$.

- 8. REPAIRS AND IMPROVEMENTS UPON THE PREMISES:** Lessee understand and agrees that it is an express condition of this Lease that it shall undertake repairs and improvements upon the Premises within five (5) years of its inception, as follows:
- a. Update and upgrade electrical service in the yard for vessels and tool use (e.g., 30-amp service and pedestals);
 - b. Update and upgrade water service;
 - c. Install security cameras;
 - d. Install perimeter fencing for the yard areas;
 - e. Install lighting for yard areas for increased safety and security;
 - f. Upgrade ballasting and drainage, as necessary;
 - g. Rehabilitate the wash-down/environmental building, as necessary;
 - h. Remove vegetation as needed to mitigate or eliminate pests (e.g., rodents); and
 - i. Construct a new mast location in proximity to the wash down station.
- 9. USE OF PREMISES:** Lessee shall use the Premises to develop and operate an industrial boatyard for marine vessel maintenance, repair, refitting, construction, and short-term storage of vessels and shall not use them for any other purposes without the prior written consent of the Port.⁵ Lessee shall use the entire Premises for the conduct of said business in a first-class manner continuously during the entire term of this Lease with the exception of temporary closures for such periods as may reasonably be necessary for repairs or for reasons beyond Lessee's reasonable control.
- 10. CONDUCT COVENANTS AND WARRANTIES:** In addition to all other covenants and warranties set forth herein, Lessee specifically represents to the Port as follows:
- a. Quiet Conduct. Except for periodic festivals and events (e.g., the annual Wooden Boat Festival) the conduct of Lessee and such others for whom Lessee is responsible shall not in any manner disturb the quiet enjoyment of other tenants, invitees or visitors in or near where the Premises are located, including common areas.
 - b. Damage. The conduct of Lessee and such others for whom Lessee is responsible shall not result in, or cause destruction or damage to, the Premises or any part thereof, including, but not limited to any and all common areas, or the property of other tenants, their invitees, and visitors.
- 11. UTILITIES:** Lessee shall be liable for, and shall pay throughout the term of this Lease, all charges for all utility services furnished to the Premises, including, but not limited to electricity, gas, water, sewerage, and garbage disposal. In the event that the Premises are part of any larger Premises to which any utility services are furnished on a consolidated or joint basis, Lessee agrees to pay to the Port its (Lessee's) pro rata share of the cost of any such utility services, and Lessee's pro rata share of any such services may be computed by the Port on any reasonable basis, and separate metering or other exact segregation of costs shall not be required.

⁵ The parties acknowledge and agree that Lessee's business model is premised upon seasonal (typically fall/winter) storage of vessels that are repaired and refitted by Lessee prior to being relaunched (typically) in the spring of each year. The parties further acknowledge that it is the Port's desire and intent to facilitate active work on vessels, and the marine-trades employment related thereto, rather than long-term boat storage. Accordingly, this Paragraph 9 will be interpreted and applied to permit storage of vessels for periods that typically do not exceed nine (9) months per year. The parties agree that long-term static storage of vessels will not be permitted.

- 12. ACCEPTANCE OF PREMISES:** Lessee has examined the leased Premises and accepts them in their present condition. Except as otherwise stated herein, the Port has made no representations regarding the suitability of the land for any improvements contemplated by Lessee. Except for the warranties of title and quiet enjoyment implied in any lease and the warranties otherwise stated herein, the Port makes no warranties whatsoever regarding the Premises and hereby specifically disclaims any and all such warranties.
- 13. ALTERATIONS AND IMPROVEMENTS:** Lessee shall make no alterations or improvements to or upon the premises without first obtaining written approval from the Executive Director of the Port. When seeking the Port's approval, Lessee shall submit full plans and specifications for any proposed alterations and shall furnish proof of compliance with all applicable codes and regulations and shall apply for and obtain all necessary permits for such work. If the proposed improvements are estimated to cost more than \$25,000, the Port may require the posting of a completion bond as security for the completion of the improvements. Upon conclusion of the alterations, Lessee shall furnish "as-built" drawings of all improvements and alterations. The Port's approval of alterations shall also include agreement for disposition of the improvements upon termination of this Lease.
- 14. MAINTENANCE AND REPAIR OF IMPROVEMENTS - GENERALLY:** Except as provided otherwise in Paragraph 15, below, throughout the term of this Lease the Lessee shall, at Lessee's sole cost and expense, maintain the Premises and all improvements in good condition and repair, and in accordance with all applicable laws, rules, ordinances, orders, and regulations. Lessee shall, at its' own expense, and at all times:
- a. Keep the Premises, and the adjoining roadways and walkways, neat, clean and in a safe and sanitary condition;
 - b. If applicable, keep the glass of all windows and doors of buildings upon the premises clean and presentable;
 - c. Maintain and keep the leased Premises in a good state of repair;
 - d. Not commit waste of any kind;
 - e. As applicable, replace all cracked or broken glass in buildings located upon the Premises;
 - f. As applicable, keep electrical systems and all pipes and drains clean and in a good state of repair;
 - g. As applicable, protect all pipes and drains so that they will not freeze or become clogged;
 - h. Remove all snow and ice from the walkways adjacent to the Premises and all snow and ice from the roofs of building located upon the Premises; and
 - i. As applicable, make all necessary repairs to the foundations, exterior walls, and roofs (structures or coverings) of any buildings or structures located upon the Premises.

Lessee shall promptly and diligently repair, restore, and replace elements of the improvements as required to maintain and comply as above, or to remedy all damage to or destruction of all or any part of the improvements upon the leased Premises from any causes whatsoever. The completed work of maintenance, compliance, repair, restoration, or replacement shall be equal in value, quality and use to the condition of the improvements before the casualty giving rise to the work, except as expressly provided to the contrary in this Lease. Except as provided in Paragraph 15, below, the Port shall not be required to furnish any services or facilities or to make any repairs of any kind on or in the Premises.

15. INSPECTION, MAINTENANCE AND REPAIR OF LIFT PIER:

- a. Lessee shall retain a qualified structural engineer to conduct a Lift Pier Condition Assessment at least once every five (5) years to evaluate the facility and to identify repair and maintenance issues that must be addressed.⁶
- b. Throughout the term of this Lease Agreement, Lessee shall be responsible for all repair and maintenance of the carriage portion of the lift pier (e.g., replacement of deck planking).
- c. Throughout the term of this Agreement, the Port shall perform all required maintenance and repair of the in-water structural portions of the lift pier (e.g., pilings) to ensure the leased infrastructure remains in safe working order, PROVIDED, HOWEVER, that the maximum investment by the Port required under the terms of this Lease Agreement shall be limited to the total gross rent revenue generated hereunder from inception to the date of investment, minus any prior investments. Nothing herein shall preclude the Port from seeking grant or other funding, or partnering with Lessee, to expend more resources to maintain the lift pier in safe working order.

16. DISPOSITION OF LESSEE-CONSTRUCTED IMPROVEMENTS AT END OF LEASE:

- a. All improvements constructed on the Premises by Lessee as permitted by this Lease shall be owned by Lessee until expiration of the term or sooner termination of this Lease. Lessee shall not, however, remove such improvements from the Premises without the Port's prior written permission. The parties covenant for themselves and all persons claiming under them that all such improvements are real property. At the expiration of the term or sooner termination of this Lease, with respect to improvements constructed or installed on the Premises during the term of this Lease, the buildings themselves, the ceiling cranes and all electrical, plumbing, heating, air conditioning and other building systems and any drapes, carpeting, and installed appliances, but not Lessee's freely moveable personal property, or any compressors (other than for the heating and air conditioning systems), shall become the Port's property, free and clear of all claims by Lessee or any third person and Lessee shall defend and indemnify the Port against all liability and loss arising from such claims or from the Port's exercise of the rights conferred by this Paragraph 16.
- b. Notwithstanding the foregoing, the Port, in its sole and absolute discretion, may, upon written notice provided at least one (1) year prior to the expiration of this Lease, require Lessee to remove all Lessee-constructed improvements upon the Premises and to restore the Premises to their condition at the time of inception of this Lease.⁷ Should the Port elect to require the removal of all improvements upon the Premises, the Lessee shall complete the same within sixty (60) days following the expiration of this Lease. If Lessee fails to so remove said improvements within the specified time, they may be removed by the Port and Lessor expressly agrees to pay the Port the cost thereof upon demand.

17. DAMAGE TO - OR DESTRUCTION OF - IMPROVEMENTS:

- a. Except as expressly provided in Paragraph 18 below, and subparagraph (c) of this Paragraph 17, Lessee shall promptly and diligently repair, restore, and replace as required

⁶ A copy of the Engineer's Lift Pier Condition Assessment shall be provided to the Port within 30-days of its issuance.

⁷ This requirement does not include the Port-owned lift-pier.

to remedy all damage to or destruction of all or any part of the improvements upon the leased Premises from any causes whatsoever, other than the negligence of the Port. The completed work of repair, restoration or replacement shall be equal in value, quality and use to the condition of the improvements before the casualty giving rise to the work. Lessee shall also promptly take all steps necessary to assure that the leased Premises shall be and remain safe, and that the damaged improvements do not constitute a hazard or danger to persons or property from the time of the fire or other casualty.

- b. The Port may in its discretion abate or suspend the rent in consideration of the particular hardship or incapacity of Lessee.
- c. If not later than sixty (60) days after the occurrence of a fire or other casualty which causes substantial damage to the improvements, Lessee, using reasonable judgment and in reliance upon professional estimates and advice, determines that such full repair and/or restoration is either (i) physically impossible, or (ii) PROVIDED that Lessee has fulfilled all of the hazard insurance requirements set forth in Paragraph 24 of this Lease, the available insurance proceeds are less than eighty percent (80%) of the cost of such repair and/or restoration, then Lessee may terminate this Lease by written notice to the Port given within such sixty (60) day time period. Such termination notice shall not, however, be effective until sixty (60) days after the date upon which it is received by the Port, during which time the Port shall have the opportunity to seek an adjustment from the insurer so as to increase the amount of available insurance proceeds, arrange for such repair and/or restoration at a cost sufficiently low so as to avoid condition (ii) of the preceding sentence, or design a partial restoration of the improvements which would be sufficient to provide Lessee with improvements of reasonably equivalent quality and floor area to not less than eighty percent (80%) of the improvements as they existed immediately prior to such fire or other casualty; and in any of the foregoing cases by written notice of such action to Lessee within such additional sixty (60) day period the Port may render Lessee's termination notice null and void. If the Port shall fail to so nullify the termination notice, then this Lease shall terminate at the expiration of such sixty (60) day period after the Port's receipt of Lessee's termination notice, and any proceeds of insurance payable to Lessee on account of such fire or other hazard shall be paid as provided in Subparagraph (d) of this Paragraph 17, below.
- d. If this Lease is early terminated under Subparagraph (c) of this Paragraph 17, above, the Port shall be entitled to the proceeds of all insurance collected, after deduction of the following: the Lessee's costs of demolition and removal of the damaged and unusable improvements, and the filling and grading of the Premises; and Lessee's then current book value for the improvements.

18. FORCE MAJEURE:

- a. "Force majeure" means any unforeseeable circumstance which is beyond the control of either Party, or any unavoidable event, even if foreseeable, which renders such Party unable to perform its obligations, in whole or in part, under this Lease Agreement. Such circumstances include but are not necessarily limited to the following: natural disasters; acts by a public enemy; fire; flood; accident; war; riot; insurgence; or any other similar event.

- b. If the performance of this Lease Agreement cannot be continued due to force majeure, the Parties may be exempted from liabilities in whole or in part according to the impact of the force majeure. If either Party cannot perform this Agreement due to force majeure, it shall immediately notify the other Party, and try its best to minimize the possible losses as sustained by the other Party and shall timely provide a proof to the other Party.
- 19. INSPECTION - "FOR RENT" SIGNS:** The Port reserves the right to inspect the leased Premises at any and all reasonable times throughout the term of this Lease, PROVIDED, that it shall not interfere unduly with Lessee's operations. The right of inspection reserved to the Port hereunder shall impose no obligation on the Port to make inspections to ascertain the condition of the Premises and shall impose no liability upon the Port for failure to make such inspections. The Port shall have the right to place and maintain "For Rent" signs in conspicuous places on the Premises for one hundred and eighty (180) days prior to the expiration or sooner termination of this Lease.
- 20. POSSESSION:** If the Port shall be unable for any reason to deliver possession of the Premises, or any portion thereof, at the time of the commencement of the term of this Lease, the Port shall not be liable for any damage caused thereby to Lessee, nor shall this Lease thereby become void or voidable, nor shall the term specified herein be in any way extended, but in such event Lessee shall not be liable for any rent until such time as the Port can deliver possession, PROVIDED, that if Lessee shall, in the interim, take possession of any portion of the Premises, it shall pay as rental the full rental specified herein reduced pro rata for the portion of the Premises not available for possession by Lessee, AND PROVIDED FURTHER, that if the Port shall be unable to deliver possession of the Premises at the commencement of the term of this Lease, Lessee shall have the option to terminate this Lease by at least thirty (30) days written notice, unless the Port shall deliver possession of the Premises prior to the effective date of termination specified in such notice. If Lessee shall, with the Port's consent, take possession of all or any part of the Premises prior to the commencement of the term of this Lease, all of the terms and conditions of this Lease shall immediately become applicable.
- 21. INDEMNIFICATION AND HOLD HARMLESS:** The Port, its employees and agents shall not be liable for any injury (including death) to any persons or for damage to any property, regardless of how such injury or damage be caused, sustained, or alleged to have been sustained by the Lessee or by others as a result of any condition (including existing or future defects in the Premises) or occurrence whatsoever related in any way to the Premises and the areas adjacent thereto or related in any way to Lessee's use or occupancy of the Premises and of the areas adjacent thereto except to the extent attributable to the negligence or other wrongdoing of the Port or its employees, contractors or agents. Lessee agrees to defend, indemnify, and to hold and save the Port harmless from all liability and expense (including, but not limited to attorney's fees and other costs of litigation) in connection with any such items of actual or alleged injury or damage.
- 22. NOTICES OF CLAIMS OR CAUSES OF ACTION:** In the event any action or proceeding is brought against the Port or Lessee for which a party seeks indemnification pursuant to the indemnification provision set forth in Paragraph 21, above, the party seeking indemnification shall give the other party written notice within thirty (30) days of being served or otherwise

being put on notice of such a claim or cause of action. The party receiving a demand for indemnification shall accept or reject the tender of the defense of a claim or cause of action by written notice to the other party within sixty (60) days of its receipt of the demand for indemnification. If a party accepts the defense of the tendered claim or cause of action it shall also notify the other party of the identity of the law firm and lawyer which has been retained to represent the Port and/or the Lessee in responding to the claim or cause of action.

- 23. LIMITED WAIVER OF IMMUNITY UNDER WASHINGTON STATE INDUSTRIAL INSURANCE ACT, TITLE 51 RCW AND OTHER SIMILAR INDUSTRIAL INSURANCE SCHEMES:** For purposes of the indemnification provision set forth in Paragraph 21, above, and only to the extent of claims against Lessee by the Port under such indemnification provision, Lessee specifically waives any immunity it may be granted under the Washington State Industrial Insurance Act, Title 51 RCW, The United States Longshore and Harbor Workers' Compensation Act, 33 USC §901-950, or any other similar workers' compensation schemes. The indemnification obligation under this lease shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under workers' compensation acts, disability benefit acts, or other employee benefit acts. The foregoing provision was specifically negotiated and agreed upon by the parties hereto.
- 24. INSURANCE:** Lessee agrees to maintain during the lease term insurance as set forth below, at Lessee's sole expense. All such insurance shall name the Port of Port Townsend as an additional insured and shall be with insurance companies acceptable to the Port.
- a. Throughout the term of this Lease, at Lessee's sole cost and expense, Lessee shall keep or cause to be kept insured, for the mutual benefit of the Port and Lessee, all improvements located on or appurtenant to the Premises against loss or damage by fire and such other risks as are now or hereafter included in an extended coverage endorsement in common use for commercial and industrial structures, including vandalism and malicious mischief. The amount of insurance shall be sufficient to prevent either the Port or Lessee from becoming a co-insurer under the provisions of the policy, but in no event shall the amount be less than \$1,000,000.00 (herein called the "insurable value"). The Port shall not be required to carry any insurance coverage on the Premises. Lessee may include the holder of any mortgage on the leased Premises as a loss payee. The Port shall, at Lessee's cost and expense, cooperate fully with Lessee to obtain the largest possible recovery in the event of any insurance claim. Except as expressly provided in Paragraph 17, Subparagraphs (c) and (d), above, all policies of fire and extended coverage insurance required by this Lease shall provide that the proceeds shall be payable to Lessee as follows:
 - i. Insurance proceeds shall be paid first to make all necessary repairs to restore the improvements to their condition prior to the insured casualty. Payments of insurance proceeds for repair, restoration or reconstruction of the improvements shall be held in a trust account approved by the Port and be disbursed monthly on architect's certificates until the work is completed and accepted.
 - ii. Any insurance proceeds remaining after complying with the provisions of this Lease relating to maintenance, repair and reconstruction of improvements shall be the Lessee's sole property.

- b. Comprehensive General Liability Insurance against claims for injury or death to persons or damage to property with minimum limits of liability of \$2,000,000 combined single limit for each occurrence. Such insurance shall include but not be limited to bodily injury liability, personal injury liability, property damage liability, broad form property damage liability, and contractual liability.
- c. Comprehensive Business Automobile Liability Insurance against claims for injury or death to persons or damage to property with minimum limits of liability of \$1,000,000 combined single limit for each occurrence. Such insurance shall include but not be limited to bodily injury liability, property damage liability, hired car liability, and non-owned auto liability.
- d. Workers Compensation Insurance as required by Washington law as well as all Federal Acts applicable to the tenant's operations at the site such as but not limited to U.S. Longshoremen and Harbor Workers' Act, Jones Act, and Federal Employers Liability section of the Washington Workers Compensation Policy and all Federal Acts Insurance, with minimum limits of liability as required by such laws.

The Lessee agrees to supply the Port with appropriate evidence to establish that its insurance obligations have been met, and that the insurance policy or policies are not subject to cancellation without at least thirty (30) days advance written notice to the Port. The Lessee shall provide a complete copy of all insurance policies to the Port at the Port's request. The conditions set forth in Subparagraphs (a), (b), (c), and (d) of this Paragraph 24 shall be met prior to occupancy.

- 25. **WAIVER OF SUBROGATION:** The Port and Lessee hereby mutually release each other from liability and waive all right of recovery against each other for any loss from perils insured against under their respective insurance contracts, including any extended coverage endorsements thereto, PROVIDED that this Paragraph 25 is effective only to the extent that the insurance company(ies) actually pay(s) for such injury, loss or damage, and, PROVIDED FURTHER, that this Paragraph 25 shall be inapplicable if it would have the effect, but only to the extent that it would have the effect, of invalidating any insurance coverage of the Port or Lessee.
- 26. **INCREASE IN COST OF INSURANCE:** Lessee shall not use the demised Premises in such a manner as to increase the existing rates of insurance applicable to the improvements of which the Premises are a part. If it nevertheless does so, then, at the option of the Port, the full amount of any resulting increase in premiums paid by the Port with respect to the leased Premises, and to the extent allocable to the term of this Lease, may be added to the amount of rental hereinabove specified and shall be paid by Lessee to the Port upon the monthly rental day next thereafter occurring.
- 27. **HAZARDOUS SUBSTANCES WARRANTY AND AGREEMENT:** Lessee has examined the Hazardous Substance Warranty and Agreement, consisting of five (5) pages, which is attached hereto as Exhibit "B" and which, by this reference, is incorporated herein as fully set forth herein and acknowledges full understanding of its obligations under said Hazardous Substances Warranty and Agreement.
- 28. **TAXES:** Lessee shall be liable for, and shall pay throughout the term of this Lease, all license and excise fees and occupation taxes covering the business conducted on the Premises, and all taxes on property of Lessee on the leased Premises and any taxes on the leased Premises or leasehold

interest created by this Lease Agreement and any taxes and assessments based on the Premises or any improvements located thereon.

- 29. COMPLIANCE WITH PORT REGULATIONS AND WITH ALL LAWS:** Lessee agrees to comply with all applicable rules and regulations of the Port pertaining to the improvements or other realty of which the Premises are a part now in existence or hereafter promulgated for the general safety and convenience of the Port, its various tenants, invitees, licensees and the general public. Lessee also agrees to comply with all applicable federal, state, and local laws, rules, regulations, ordinances, permits and permit requirements, orders, and decrees of all governmental bodies having authority over the Premises, or any improvements located thereon, or any activity conducted thereon, as currently in effect or as may be hereafter amended or issued. Lessee shall defend, indemnify, and hold the Port harmless against all claims, costs (including but not limited to attorney fees), fees, fines, penalties, liabilities, losses, and damages that the Port may incur by reason of any charge, claim, litigation, or enforcement action related to any actual or claimed violation of any of the foregoing. Lessee further agrees that all improvements, approved by the Port will be properly permitted by the City of Port Townsend. Any fees for any inspection of the Premises during or for the lease term by any federal, state or municipal officer and the fees for any so-called "Certificate of Occupancy" shall be paid by Lessee.
- 30. ASSIGNMENT OR SUBLEASE:** Lessee shall not assign or transfer this Lease or any interest therein nor sublet the whole or any part of the Premises, nor shall this Lease or any interest thereunder be assignable or transferable by operation of law or by any process or proceeding of any court, otherwise, without the written consent of the Port first had and obtained. If Lessee is a corporation, Lessee further agrees that if at any time during the term of this Lease more than one-half (1/2) of the outstanding shares of any class of stock of Lessee corporation shall belong to any stockholders other than those who own more than one-half (1/2) of the outstanding shares of that class of stock at the time of the execution of this Lease or to members of their immediate families, such change in the ownership of the stock of the Lessee shall be deemed an assignment of this Lease within the meaning of this Paragraph 30. If the Port shall give its consent to any assignment or sublease, this Paragraph 30 shall nevertheless continue in full force and effect and no further assignment or sublease shall be made without the Port's consent.
- 31. EASEMENTS:**
- a. The parties recognize that the Port's facilities are continuously being modified to improve the utilities and services used and provided by the Port. The Port, or its agents, shall have the right to enter the demised Premises of the Lessee, and to cross over, construct, move, reconstruct, rearrange, alter, maintain, repair and operate the sewer, water, and drainage lines, and the electrical service, and all other services required by the Port for its use. The Port is hereby granted a continuous easement or easements that the Port believes is necessary within the Premises leased by the Lessee, without any additional cost to the Port for the purposes expressed hereinabove, PROVIDED, HOWEVER, that the Port by virtue of such use, does not significantly impact or deprive the Lessee from its beneficial use or occupancy of the leased Premises.
 - b. In the event that the Port does significantly impact the Lessee from such beneficial use or occupancy, then there will be an equitable adjustment in rent. In the event that the Port

does permanently deprive the Lessee from such beneficial use or occupancy, then the cost required to modify its Premises to allow the Lessee to operate its business will be negotiated and paid by the Port to the Lessee. In the event that such entry by the Port is temporary in nature, then the Port shall reimburse the Lessee for the cost required to modify its Premises for the temporary period that the Lessee is inconvenienced by such Port entry.

- 32. DEFAULTS:** Time is of the essence of this Lease Agreement, and in the event of the failure of Lessee to pay the rentals or other charges at the time and in the manner herein specified, or to keep any of the covenants or agreements herein set forth to be kept and performed, the Port may elect to terminate this Lease and reenter and take possession of the Premises with or without process of law, PROVIDED, however, that Lessee shall be given fifteen (15) days' notice in writing stating the nature of the default in order to permit such default to be remedied by Lessee within said fifteen (15) day period. If upon such reentry there remains any personal property of Lessee or of any other person upon the leased Premises, the Port may, but without the obligation so to do, remove said personal property and hold it for the owners thereof or may place the same in a public garage or warehouse, all at the expense and risk of the owners thereof, and Lessee shall reimburse the Port for any expense incurred by the Port in connection with such removal and storage. After such stored property has been stored for a period of thirty (30) days or more, the Port shall have the right to sell such property PROVIDED, however that Lessee shall be given fifteen (15) days' written notice of the Port's intent to sell such property. The proceeds of such sale of stored property shall be applied first to the cost of such sale, second to the payment of the charges for storage, and third to the payment of any other amounts that may then be due from Lessee to the Port, and the balance, if any, shall be paid to Lessee. Notwithstanding any such reentry, the liability of Lessee for the full rental provided for herein shall not be extinguished for the balance of the term of this Lease, and Lessee shall make good to the Port any deficiency arising from a re-letting of the leased Premises at a lesser rental than that hereinbefore agreed upon. Lessee shall pay such deficiency each month as the amount thereof is ascertained by the Port. Any failure by the owners, officers, or principals of Lessee to pay rentals, storage fees, moorage or any other charges owed to the Port under separate contract shall constitute default under provisions of this Lease Agreement.
- 33. TERMINATION BY PORT:** Nothing in this Lease shall be deemed to be a waiver of the Port's power of eminent domain. In the event that the Port, in its sole discretion, shall require the use of the Premises for any purpose in connection with the operation of the business of the Port, then this Lease may be terminated by the Port by written notice delivered or mailed by the Port to the Lessee at least 120 days before the termination date specified in the notice. In the event of such a termination the Port shall be obligated to compensate the Lessee for the termination of Lessee's leasehold interest in the same manner as in the case of an exercise of the Port's eminent domain power.
- 34. TERMINATION FOR GOVERNMENT USE:** In the event that the United States Government or any agency or instrumentality thereof shall, by condemnation or otherwise, take title, possession or the right to possession of the Premises or any part thereof, the Port may, at its option, terminate this Lease as of the date of such taking, and, if Lessee is not in default under any of the provisions of this

Lease on said date, any rental prepaid by Lessee shall, to the extent allocable to any period subsequent to the effective date of the termination, be promptly refunded to Lessee.

35. **TERMINATION BECAUSE OF COURT DECREE:** In the event that any court having jurisdiction in the matter shall render a decision which has become final and which will prevent the performance by the Port of any of its obligations under this Lease, then either party hereto may terminate this Lease by written notice, and all rights and obligations hereunder (with the exception of any undischarged rights and obligations that accrued prior to the effective date of termination) shall thereupon terminate. If Lessee is not in default under any of the provisions of this Lease on the effective date of such termination, any rental prepaid by Lessee shall, to the extent allocable to any period subsequent to the effective date of the termination, be promptly refunded to Lessee.
36. **INSOLVENCY:** If Lessee shall file a petition in bankruptcy, or if Lessee shall be adjudged bankrupt or insolvent by any court, or if a receiver of the property of Lessee shall be appointed in any proceeding brought by or against Lessee, or if Lessee shall make an assignment for the benefit of creditors, or if any proceedings shall be commenced to foreclose any mortgage or any other lien on Lessee's interest in the Premises or on any personal property kept or maintained on the Premises by Lessee, the Port may at its option, terminate this Lease.
37. **WAIVER:** No word, act or omission of the Port shall be deemed to be a waiver of any default or noncompliance by Lessee under the terms of this Lease or of any right of the Port hereunder or of any notice given by the Port hereunder unless the Port so advises Lessee in writing. The acceptance of rental by the Port for any period or periods after a default by Lessee hereunder shall not be deemed a waiver of such default unless the Port shall so intend and shall so advise Lessee in writing. No waiver by the Port of any default hereunder by Lessee shall be construed to be or act as a waiver of any subsequent default by Lessee. After any default shall have been cured by Lessee, it shall not thereafter be used by the Port as a ground for the commencement of any action under the provisions of Paragraph 32 hereof.
38. **PRIOR AGREEMENTS:** This Lease contains all of the agreements of the parties with respect to any matter covered or mentioned in this Lease, and no prior agreement, letter of intent or understanding pertaining to any such matter will be effective for any purpose. No provisions of this Lease may be amended or added to, except by an agreement in writing signed by the parties or their respective successors in interest.
39. **ATTORNEYS' FEES AND COSTS:** In the event either party requires the services of an attorney in connection with enforcing or interpreting the terms of this Lease, or in the event suit is brought for the recovery of any sums due under this Lease or for the breach of any covenant or condition of this Lease, or for the restitution of the Premises to the Port or eviction of the Lessee during the lease term or after the expiration thereof, the substantially prevailing party is entitled to reasonable attorneys' fees and all costs incurred in connection therewith, including, without limitation, the fees of accountants, appraisers and other professionals, whether at trial, on appeal or without resort to suit.

- 40. VACATION OF PREMISES – HOLDING OVER:** In the event that no new lease has been negotiated and executed by the parties (or their successors) prior to the termination of this Lease, and upon written notice from the Port given at any time prior to the expiration of the term, Lessee shall promptly vacate the Premises on or before the last day of the term, leaving the Premises in the condition described in Paragraph 40, below. If Lessee holds over after the expiration or earlier termination of this Lease without the express written consent of the Port, Lessee will be a tenant at sufferance only and otherwise subject to the terms, covenants and conditions herein specified, insofar as applicable, except that the monthly rent will be one hundred twenty-five percent (125%) of the rent applicable during the last rental period under this Lease. Tenant shall also pay its share of then current additional rent, prorated on a daily basis. Acceptance by the Port of rent after the expiration or earlier termination of this Lease will not result in a renewal of this Lease. The forgoing provisions of this section are in addition to and do not affect the Port's right of re-entry or any other rights of the Port hereunder or otherwise provided by law. Lessee hereby indemnifies and agrees to hold the Port harmless from all loss, injury or liability arising from Lessee's failure to surrender the Premises upon the expiration or earlier termination of this Lease.
- 41. SURRENDER OF PREMISES:** The voluntary or other surrender of this Lease by Lessee, or a mutual cancellation thereof, will not work a merger, and will, at the option of the Port, operate as an assignment to it of any or all subleases or subtenancies. Upon the expiration or earlier termination of this Lease, Lessee shall peaceably surrender the Premises and all of the alterations and additions thereto, leave the Premises clean, in as good order, repair and condition as was provided to Lessee on the commencement date, reasonable wear and tear excepted, and Lessee shall comply with the provisions of Paragraph 13, above. The delivery of keys to any employee of the Port or to the Port's agent or any employee thereof shall not be sufficient to constitute a termination of this Lease or a surrender of the Premises.
- 42. ADVANCES BY PORT FOR LESSEE:** If Lessee shall fail to do anything required to be done by it under the terms of this Lease, except to pay rent, the Port may, at its sole option, do such act or thing on behalf of Lessee, and upon notification to Lessee of the cost thereof to the Port, Lessee shall promptly pay the Port the amount of that cost.
- 43. LIENS AND ENCUMBRANCES:** Lessee shall keep the leased Premises free and clear of any liens and encumbrances arising or growing out of the use and occupancy of the said Premises by Lessee. At the Port's request, Lessee shall furnish the Port with written proof of payment of any item that would or might constitute the basis for such a lien on the leased Premises if not paid.
- 44. NOTICES:** All notices hereunder may be personally delivered or mailed. If mailed, they shall be sent by certified or registered mail to the following respective addresses:

To Lessor:

THE PORT OF PORT TOWNSEND
Attn: Lease & Contracts Administrator
P.O. Box 1180
Port Townsend, Washington 98368

To Lessee:

SEA GREEN PARTNERS, LLC d/b/a SEA MARINE
Attn: Christophor Bakken
419 Jackson Street
Port Townsend, WA 98368
Phone: (360) 385-4000 (office); (503) 784-2454 (cell)

or to such other respective addresses as either party hereto may hereafter from time to time designate in writing. Notices sent by mail shall be deemed to have been given when received or refused by the addressee.

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

It is agreed that the Lessee's noncompliance with the provisions of this clause shall constitute a material breach of this Lease. In the event of such noncompliance, the Port may take appropriate action to enforce compliance, may terminate this Lease, or may pursue such other remedies as may be provided by law.
49. **NON-DISCRIMINATION EMPLOYMENT:** The Lessee covenants and agrees that in all matters pertaining to the performance of this Lease, Lessee shall at all times conduct its business in a manner which assures fair, equal and non-discriminatory treatment of all persons without respect to race, creed or national origin and, in particular:
 - a. Lessee will maintain open hiring and employment practices and will welcome applications for employment in all positions from qualified individuals who are members of racial or other minorities, and
 - b. Lessee will comply strictly with all requirements of applicable federal, state or local laws or regulations issued pursuant thereto relating to the establishment of non-discriminatory

requirements in hiring and employment practices and assuring the service of all patrons or customers without discrimination as to any person's race, creed, color, sex, sexual orientation, or national origin.

- 50. LABOR UNREST:** Lessee agrees to join with the Port and use its best efforts in avoiding labor unrest, or in the event of a wildcat strike or other labor difficulty, to use its good offices in negotiating and bringing to a swift and satisfactory conclusion any kind of labor dispute that may affect the interests of the Port.
- 51. SUCCESSORS AND ASSIGNS:** Except as otherwise provided in this Lease, all of the covenants, conditions and provisions of this Lease are binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns. If the Port sells or otherwise conveys its title to the Premises, then after the effective date of such sale or conveyance, the Port will have no further liability under this Lease to Lessee except as to matters of liability which have accrued and are unsatisfied as of the date of sale or conveyance, and Lessee must seek performance solely from the Port's purchaser or successor in title. The Port's successor will have all rights of the Port, as Landlord, hereunder.

Lease Agreement dated this ____ day of September 2023 is hereby approved by the Port of Port Townsend and effective upon the receipt of a deposit and insurance documentation from the Lessee.

THIS AGREEMENT HAS BEEN NEGOTIATED BETWEEN THE PARTIES AND CONTAINS A LIMITED WAIVER OF IMMUNITY UNDER TITLE 51 RCW, AND INDEMNIFICATION AND A RELEASE.

LESSEE

Shannon Partners, LLC:

SEA Green Partners, LLC:

Patrick Shannon, Member
Shannon Partners, LLC

Christophor Bakken, Member
SEA Green Partners, LLC
d/b/a SEA Marine

LESSOR – Port of Port Townsend

APPROVED AS TO FORM

Eron Berg, Executive Director

Port Attorney

STATE OF WASHINGTON
COUNTY OF JEFFERSON

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

Dated: _____

Signature of
Notary Public: _____

My Appointment Expires: _____

STATE OF WASHINGTON
COUNTY OF JEFFERSON

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

Dated: _____

Signature of
Notary Public: _____

My Appointment Expires: _____

STATE OF WASHINGTON
COUNTY OF JEFFERSON

I certify that I know or have satisfactory evidence that ERON BERG signed this instrument and that he is authorized to execute the instrument as 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"
GRAPHIC DEPICTION OF LEASED PREMISES
[RESERVED – PAGE LEFT INTENTIONALLY BLANK]



DATE: 7/22/2021		SCALE: NOTED		NOTES:	
DESIGNED: JH	DATE: 06/22/21	CHECKED: EB	DATE: 06/22/21	APPROVED: EB	DATE: 06/22/21
0 SEAMARKS LEASE		REVISION		DATE	
No.		No.		No.	
Preliminary <small>NOT FOR CONSTRUCTION</small>					
PORT OF PORT TOWNSEND <small>WASHINGTON COUNTY</small> EXHIBIT A GRAPHIC DEPICTION OF LEASED PREMISES					
SHEET: 01 JOB NO.: DWS:					

EXHIBIT "B"

HAZARDOUS SUBSTANCES WARRANTY & SEA AGREEMENT

RIDER TO LEASE AGREEMENT DATED: _____, 2023, BETWEEN THE PORT OF PORT TOWNSEND and SHANNON PARTNERS, LLC, and SEA GREEN PARTNERS, LLC d/b/a SEA MARINE (SEA), a Washington Limited Liability Company.

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

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

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

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

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

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

by consultants or engineers hired by Lessor to evaluate Lessee's compliance with the applicable environmental requirements and the provisions of this Rider. Lessor shall provide Lessee within 24 hours advance notice of Lessor's intent to conduct such inspection or testing.

15. **DESIGNATED REPRESENTATIVE RESPONSIBLE FOR COMPLIANCE.** _____, whose cell phone number is _____ shall be the Lessee's designated representative who shall be primarily responsible (1) for Lessee's compliance with the provision of this Rider, (2) for handling contact with Lessor pertaining to environmental compliance, and (3) for signing on behalf of Lessee the annual declaration of compliance pursuant to Paragraph 12 above. Lessee shall promptly notify Lessor of any changes in the identity or telephone numbers of the designated representative.

16. **ADDITIONAL PROVISIONS.**

LESSEE:
SHANNON PARTNERS, LLC:

LESSEE:
SEA GREEN PARTNERS, LLC d/b/a
SEA MARINE:

Patrick Shannon, Member

Christophor Bakken, Member

Date: _____

Date: _____

LESSOR:
PORT OF PORT TOWNSEND

Eron Berg, Executive Director

Date: _____

(Attachment No. 1 to Hazardous Substances Rider)

DISCLOSURE BY LESSEE

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

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

LESSEE:

SHANNON PARTNERS, LLC:

**SEA GREEN PARTNERS, LLC d/b/a
SEA MARINE:**

By: Patrick Shannon, Member

Christophor Bakken, Member

Date: _____

Date: _____

(Attachment No. 2 to Hazardous Substances Rider)

DECLARATION OF COMPLIANCE

_____, as the designated representative of SEA Marine primarily responsible for environmental compliance pursuant to Paragraph 12 of the Hazardous Substances Warranty and Agreement dated: _____, 2023, hereby declare and represent as follows on behalf of Lessee:

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

Lessee:

SHANNON PARTNERS, LLC:

SEA GREEN PARTNERS, LLC d/b/a SEA MARINE:

Patrick Shannon,
Member

Christophor Bakken,
Member

MEETING DATE	September 27, 2023
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	IV. D. Authorize the Port's Executive Director to Enter into an Agreement with Reid Middleton, Inc. for the Professional Engineering Design Services for the Herb Beck Marina Boat Ramp Replacement Project.
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	Memorandum Draft Professional Services Agreement

Action: If approved as part of the Consent Agenda, no further action is needed.

Alternative action: Remove from Consent Agenda for discussion. Action: Motion to authorize the Port's Executive Director to enter into an agreement with Reid Middleton, Inc. for the professional engineering design services for the Herb Beck Marina Boat Ramp Replacement project.

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DATE: 9/22/2023
TO: Commissioners
FROM: Matt Klontz
CC: Eron Berg, Eric Toews, Abigail Berg, Dave Nakagawara
SUBJECT: Herb Beck Marina (Quilcene) Boat Ramp Replacement Project

ISSUE

Should the Port Commission execute a professional services agreement with Reid Middleton, Inc. to provide the Port professional engineering services for the design of the Herb Beck Marina Boat Ramp Replacement project?

BACKGROUND

Design of the Herb Beck Marina Boat Ramp replacement project will occur between September of 2023 into spring of 2024. Construction is anticipated to occur in 2025-2026 in water work window (July 15-February 15).

DISCUSSION

In July 2023, Port staff issued a Request for Qualifications for design services for the project and received one response from Reid Middleton, Inc. Port used a qualification-based selection process for professional engineering services following state statutory requirements and the Port's procurement practices. It concluded with Reid Middleton, Inc. as the only qualified, respondent firm.

The scope of services to be provided by Reid Middleton and its subconsultants include the following:

- Engineering design for a replacement boat ramp, including handling float.
- Design of a new retaining wall on the south side of the facility to maximize utility and safety of the boat ramp and marina.
- Geotechnical investigation for new pilings, retaining wall and stormwater facilities.
- Archaeological research for cultural resources and consultation with area tribes and the state preservation office.
- Environmental permitting for all in-water work.
- Hydrographic survey for in-water work.

Due to project budget limitations and current high costs associated with design work, the Port will (or under separate contract) provide design services for the Restroom Facility upgrade, the parking lot redesign, including stormwater design, and landscaping design. Port staff are currently exploring a regular (annual) maintenance dredge program and therefore a harbor dredge is not included with this project.

Overall funding for the project, including construction breaks down as follows:

- \$1,000,000 Washington State Recreation and Conservation Office (RCO) –
Recreation and Conservation Funding Board (RCFB)
- \$1,136,400 IDD Tax Levy
- \$2,136,400 Total

FISCAL IMPACT

The agreement is a negotiated hourly rate with a not-to-exceed limit of \$323,400.

ATTACHMENTS

1. Draft Professional Services Agreement

RECOMMENDATION

Motion to authorize the Port's Executive Director to enter into an agreement with Reid Middleton, Inc. for the professional engineering design services for the Herb Beck Marina Boat Ramp Replacement project.

STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

CHAPTER 39.80 RCW

This Standard Agreement for Personal Services (the “Agreement”) is made and entered into on September ____, 2023, by the Port of Port Townsend, a Washington municipal corporation (the “Port”), and the consultant listed below (the “Consultant”) for the scope of work outlined in this Agreement.

The Port:	Port of Port Townsend 2701 Jefferson Street P.O. Box 1180 Port Townsend, WA 98368
Port Contact:	Dave Nakagawara, Capital Projects Engineer Telephone: 360-316-6469 Email: dnakagawara@portofpt.com
Consultant	Reid Middleton, Inc. 728 134 th Street SW, Suite 200 Everett, WA 98204-5322 UBI #: 312-002-979
Consultant Contact:	Willy Ahn, Ph.D., P.E. Director, Waterfront Engineering Telephone: 425-741-5008 (office); 425-238-1360 (mobile) Email: wahn@reidmiddleton.com
Project:	Herb Beck Marina Boat Launch Replacement Project

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 \$323,400 (THREE HUNDRED TWENTY THREE THOUSAND FOUR HUNDRED DOLLARS AND NO CENTS.)

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

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

PORT OF PORT TOWNSEND

REID MIDDLETON, INC.

Eron Berg, Executive Director

Willy Ahn, Ph.D, P.E.
Director, Waterfront Engineering

GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

9. Port Review of Title Documents and Permit Documents. Prior to the submission of any documents related to any permits or the execution or recordation of any documents effecting title to any property, the said document shall be reviewed by the Port. The Port shall be responsible for all costs

associated with such review.

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

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

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

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

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

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

(e) Except with regard to the Professional Liability Insurance, each of the policies required herein shall name the Port as an additional insured. Furthermore, each policy of insurance required herein shall (i) be written as a primary policy; (ii) expressly provide that such insurance may not be materially changed, amended or canceled with respect to the Port except upon forty-five (45) days' prior written notice from the insurance company to the Port; (iii) contain an express waiver of any right of subrogation by the insurance company against the Port and its elected officials, employees, or agent; (iv) expressly provide that the insurance proceeds of any loss will be payable notwithstanding any act or

negligence of Consultant which might otherwise result in a forfeiture of said insurance; and (v) in regard to physical property damage coverage, expressly provide that all proceeds shall be paid jointly to Consultant and Port;

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

(g) Except with regard to the Professional Liability Insurance, the Consultant shall furnish the Port with two (2) copies of Certificates of Insurance evidencing policies of insurance required herein. The Consultant shall maintain these policies as identified above for itself and its sub-consultants for the term of this Agreement and for a period of one year thereafter. Such Certificates shall specifically state that the insurance company or companies issuing such insurance policies shall give the Port at least forty-five (45) days' written notice in the event of insurance company's or companies' cancellation or material changes in any of the policies.

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

- Arising out of any act or omission of Consultant, its directors, officers, consultants, agents and/or employees in connection with the services provided pursuant to this Agreement; and/or
- Arising from a breach of this Agreement by Consultant; and/or
- Arising out of or due to any failure on the part of Consultant to perform or comply with any rule, ordinance or law to be kept and performed.

The Port will inform Consultant of any such claim or demand that alleges liability based in whole or in part on any act or omission of Consultant, its directors, officers, agents, or employees. Thereafter the Consultant shall (i) reasonably cooperate in the defense of such claim and (ii) pay its defense of such

claim as incurred, whether or not such claim is ultimately successful. In this regard, the Port will reasonably cooperate with Consultant in allowing Consultant to jointly select, with the Port, attorneys to defend the Port and Consultant provided that Consultant confirms its obligation to pay the Port's defense costs.

12.1 In the event of concurrent negligence by the Port and Consultant, then at the conclusion of the action (e.g., judgment, arbitration award or settlement), the attorneys' fees and costs incurred in defending the Port shall be apportioned to the parties based on their respective fault as provided by RCW 4.22.070.

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

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

14. Plans, etc. Property of Port. All original plans, drawings and specifications prepared by the Consultant and any and all sub-consultants for the Port and funded by the Port are and shall remain the property of the Port whether or not the Project for which they are made is executed. This shall not apply to proprietary software or documentation that may be provided to the Port and that was developed

independent of funding by the Port. The Consultant assumes no liability for any use of the Drawings and Specifications other than that originally intended for this Project. Originals, including electronic forms of the data prepared by the Consultant and funded by the Port shall become the property of the Port. No reports, records, questionnaires, software programs provided by Port or other documents produced in whole or in part by the Consultant under this Agreement shall be the subject of an application for copyright by or on behalf of the Consultant. When Consultants work results in the preparation of plans and specifications for bidding purposes, the Port will provide the Consultant with five (5) completed sets of bid documents. Additional sets will be the responsibility of the Consultant.

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

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

17. Pollution. Port acknowledges that the Consultant is not responsible for the creation or presence of contamination or pollution, if any, at the property except to the extent that such a discharge, release or escape is caused by the negligent act or failure to act of the Consultant. For the purpose of this clause, contamination conditions shall mean the actual or alleged existence, discharge, release or escape of any irritant, pollutant, contaminant, or hazardous substance into or upon the atmosphere, land, groundwater, or surface water of or near the property. The Consultant will promptly notify the Port of contamination conditions, if identified. Notwithstanding the foregoing, the Port does not

herein waive any cause of action for damages resulting from the Port's reliance on any misrepresentation (made either knowingly or negligently) by the Consultant with regard to the presence of any contamination or pollution.

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

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

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

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

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

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

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

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

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

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

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

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

30. Amendment. No modification, termination or amendment of this Agreement may be made except by written agreement signed by all parties, except as provided herein.

31. Entire Agreement. This is the entire agreement between the parties. It may not be altered or modified except by a written amendment to this Agreement that references the intent of the parties to amend this Agreement. There is no other oral or written understanding between the parties

concerning this matter. The Consultant specifically understands that no Port employees other than the designated Port representative or his/her supervisors are authorized to direct the work of the Consultant.

EXHIBIT "A"
SCOPE OF SERVICES

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



CIVIL ENGINEERING
STRUCTURAL ENGINEERING
SURVEYING
PLANNING

September 18, 2023
File No. 242023.913.018

Mr. Dave Nakagawara
Port of Port Townsend
105 Hudson Street, P.O. Box 1180
Port Townsend, WA 98368

Subject: Scope of Services
Port of Port Townsend Herb Beck Marina Boat Launch Replacement

Dear Mr. Nakagawara:

Thank you for considering Reid Middleton to provide professional engineering services for design development for the replacement of the Herb Beck Marina Boat Launch facility and improvement of the upland facility at the marina. We look forward to working with you on this project.

A. PROJECT UNDERSTANDING

The Herb Beck Marina has been a long-standing hub of the greater Quilcene region and southeast Jefferson County for public boating access to the Hood Canal and water-related recreational activities. It is a community gathering place for locals and visitors alike. The existing marina facility requires critical repairs and upgrades to provide safe and accessible services to future generations. The improvements include the following key elements:

- Reconstruction of the boat ramp
- ADA-compliant access wedge and handling float
- Improve existing parking facilities
- Stormwater management improvements

The Port recently received the approval of a Boating Facility Program Grant from the Washington State Recreation and Conservation Office for design and construction of this marina improvement project. The Port of Port Townsend will use this grant to renovate the Herb Beck Marina Boat Launch in Quilcene, Jefferson County. The primary recreation activity supported by this project is motorized boating.

B. SCOPE OF SERVICES

Reid Middleton will perform the following scope of services:

1. Kickoff meeting (onsite or at the Port office) and design team meetings for the scope of work, task breakdown, and project budget and schedule

2. Site visit (with kickoff meeting) and background information review of the existing ramp, preliminary design data and drawings for the renovation, etc. Attending stakeholder meetings (one 2-hour meeting onsite or at the Port office and one 1-hour remote meeting). It is assumed that the Port will lead the stakeholder meeting and prepare agenda and meeting minutes for the meeting.
3. Topographic and hydrographic surveys - Reid Middleton's sub-consultant AKS Engineering and Forestry will provide the topographic and hydrographic survey services and develop the new survey base map (see Appendix A for detailed scope and fee estimate).

Deliverable – Survey base map in pdf and AutoCAD files

5. Development of design criteria – float (environmental, live, berthing, and snow loads and freeboard), boat ramp (slope, loads, drainage, protection), piles (loads, corrosion protection), pavement, etc.
6. Design development (30% and 60% to 90%) for the following key elements:
 - Replacement of boat ramp and existing concrete wall with new concrete ramp and new sheet pile wall
 - Regrading riprap revetment and shoreline protection adjacent to new boat ramp
 - Installation of the new boarding floats, float guide piles, ADA-accessible concrete wedge structure
 - Opinion of probable construction cost
 - a. Deliverable – Design drawings, specifications (technical sections only), and opinion of probable construction cost estimate in pdf file format
7. Geotechnical engineering services – Reid Middleton's sub-consultant Aspect Consulting will be responsible for field investigation, laboratory testing, and Geotechnical engineering analysis to install the float guide piles, the sheet pile wall structure, and new boat ramp (see Appendix A for detailed scope and fee estimate).
 - b. Deliverable – Draft and final Geotechnical engineering reports
8. Widner & Associates will provide environmental permitting services and archaeological services under a subconsultant contract with Reid Middleton. These will include Section 7 coordination of permitting strategy with NOAA Fisheries, the Port, USACE and preparation Biological Evaluation (BE), Section 106 permitting, including intensive pedestrian survey, Section 404 permit application, preparing JARPA as part of the Section 404 Clean Water Act, preparation of SEPA documentation, and preparation of WDFW HPA and shoreline permit applications.

Widner shall perform all necessary coordination to obtain the permit approvals (see Appendix A for detailed scope and fee estimate).

9. Permit support services – Reid Middleton will develop the 8.5x11 size environmental permit drawings for the JARPA permit application and support Widener and Associates, providing technical input data and project description for the permit applications.
10. QA/QC and design review meetings: Reid Middleton will respond to the client's review comments at each submittal. Key personnel of Reid Middleton will attend the design review meeting (teleconference call) after each submittal review.
11. Final design (100%): Reid Middleton will prepare and submit construction documents, including stamped final design drawings and specifications (technical sections only), calculations, and opinion of probable construction costs in PDF file format.
 - a. Deliverable – Design drawings, specifications (technical sections only), calculations, and opinion of probable construction cost estimate in pdf file format
12. Bid phase services – Bid support services will include the following items:
 - b. Attending pre-bid meeting on-site
 - c. Answering technical questions during the bid period
 - d. Prepare addenda if required. This scope is based on one addendum.
 - e. Bid evaluation and recommendation

Port shall be responsible for issuing and distributing the bid documents and conducting the pre-bid meeting and bid opening.

13. Construction phase services (these services can be provided as additional services) – Construction support services would include the following items.
 - f. Attending preconstruction meeting on-site or at the Port office. It is assumed that the Port will lead the pre-construction meeting and prepare agenda and meeting minutes for the meeting.
 - g. Submittal review and Review Requests for Information (RFI) responses. It is assumed that there will be approximately 30 RFIs for the project. Additional RFIs may require additional services.
 - h. Attending up to three on-site construction meetings and up to twelve bi-weekly teleconference call construction meetings. It is assumed that the Port will lead the construction meetings and prepare meeting minutes for the meeting.

- i. Geotechnical monitoring for pile installation
- j. Site observation (up to six) to observe general conformance with the contract documents.
- k. Punchlist and substantial completion site observation – Perform a single punch list site observation and complete the punch list of remaining items for completion. Perform a substantial completion site observation. Provide project closeout assistance, including final invoicing, filing, and closeout documents.
- l. Record drawings – Based on the redlined drawings by the contractor, prepare record drawings in AutoCAD and PDF formats.

14. Assumptions

- a. The Port will design the improvements to the existing parking lot and stormwater management.

15. Exclusions

- a. Eelgrass and other habitat surveys
- b. Electrical engineering services
- c. Preparation of Division 0 and Division 1 specifications
- d. Design modification of the existing breakwater
- e. Coordination with the Jefferson County and tracking for building permit
- f. Construction phase engineering support services. These can be provided as additional services.
- g. Full-time geotechnical monitoring of pile installations
- h. Environmental monitoring during pile installation
- i. Materials testing
- j. Special inspections
- k. Site landscaping design
- l. Design – Remodeling existing restroom.
- m. Design – Stormwater management improvement
- n. Design – Improvement of the existing parking facilities
- o. Building permit support
 - i. Revision of the permit documents to address the review comments from Jefferson County
 - ii. Coordination with Jefferson County and tracking the building permit application

C. PERIOD OF PERFORMANCE

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

Mr. Dave Nakagawara
Port of Port Townsend
September 18, 2023
File No. 242023.913.018
Page 5

D. CLIENT'S RESPONSIBILITIES

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

E. COMPENSATION

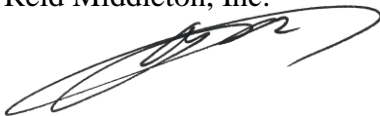
1. For services described in Section B, Items 1-14, Reid Middleton shall be paid on a "time-plus-expenses" basis using the rates indicated in the attached Exhibit "A," Schedule of Charges Effective July 1, 2023. We estimate the fee for this portion of the services to be \$323,400.

F. REID MIDDLETON STAFF

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

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

Sincerely,
Reid Middleton, Inc.



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

Attachments

Reid Middleton, Inc.
Exhibit "A" Schedule of Charges
Effective July 1, 2023 through June 30, 2024

I. Personnel	Hourly Rate
Principal	\$ 250.00 - \$ 290.00
Associate Principal/Principal Engineer/Principal Planner/Principal Surveyor.....	\$ 230.00 - \$ 260.00
Associate	\$ 210.00 - \$ 230.00
Senior Engineer/Senior Planner/Senior Surveyor	\$ 190.00 - \$ 210.00
Senior Designer.....	\$ 180.00 - \$ 190.00
Project Engineer/Project Designer/Project Surveyor/Project Planner.....	\$ 170.00 - \$ 190.00
Design Engineer/Designer II/Design Technician/Survey Crew Chief/ Technical Writer II/ Graphic Designer II	\$ 150.00 - \$ 170.00
Designer I/Planner/CAD Technician II	\$ 140.00 - \$ 150.00
Project Administrator	\$ 130.00 - \$ 140.00
CAD Technician I/Survey Technician/Technician/Technical Writer I	\$ 105.00 - \$ 130.00
 Survey Crew (1 Person/RTK/Robotic/Scanning).....	 \$ 157.00
Survey Crew (2 Person/RTK/Robotic/Scanning).....	\$ 215.00
Survey Crew (3 Person/ RTK/Robotic/Scanning).....	\$ 269.00

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

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

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

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

III. Reimbursable Expenses

Local Mileage - Automobile	\$ 0.655/mile
Local Mileage - Survey Truck	\$ 0.655/mile

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

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

IV. Client Advances

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

Appendix A: Subconsultant Proposals



BEND, OR
2777 NW Lolo Drive
Suite 150
Bend, OR 97703
(541) 317-8429
www.aks-eng.com

KEIZER, OR
3700 River Road N
Suite 1
Keizer, OR 97303
(503) 400-6028

THE DALLES, OR
3775 Crates Way
The Dalles, OR 97058
(541) 296-9177

TUALATIN, OR
12965 SW Herman Road
Suite 100
Tualatin, OR 97062
(503) 563-6151

VANCOUVER, WA
9600 NE 126th Avenue
Suite 2520
Vancouver, WA 98682
(360) 882-0419

WHITE SALMON, WA
107 W Jewett
Suite 100
White Salmon, WA 98672
(509) 281-3227

Agreement and Authorization for Professional Services

PROJECT INFORMATION			
Date: <u>08/25/2023</u>	Job Number: _____	Within Metro jurisdiction: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Job Name: <u>Herb Beck Marina - WA</u>			
Project Manager: <u>Jason Magalen</u>		Principal: <u>Blair Carlson</u>	
Site Address: <u>Quilcene Bay - near 1731 Linger Longer Rd</u>			
City: <u>Quilcene</u>	County: <u>Jefferson</u>	State: <u>WA</u>	
Tax Lot/Parcel: <u>n/a</u>	Map: <u>n/a</u>	Lat: <u>47°48'5.72"N</u>	Long: <u>122°52'1.44"W</u>
Scope of Work/ Notes: -Single-beam echosounder survey during as high a tide as possible and within all accessible and navigable submerged areas of the survey extent shown in the Exhibit -Manual (leadline) surveys along the dock slips to infill gaps (if any) beneath the docked boats -UAV topographic survey with LiDAR (for elevations) and RGB camera (for aerial orthoimage) at as low a tide as possible and within the entire survey extent shown in the Exhibit - Topographic rod shot measurements of the corners and edges of the boat ramp and concrete bulkhead to the adjacent south of the boat ramp -Utility survey within the survey extent shown in the Exhibit -Deliverables: merged topographic and hydrographic DEM, ASCII XYZ text file of DEM, CAD/PDF chart (with contours, planimetric features, utilities) Assumptions: -Submerged aquatic vegetation (e.g., eelgrass) may attenuate the acoustic sonar signal during the hydrographic survey. AKS will make every effort to collect data in these areas via, e.g., overlapping acquisition lines and increased data density, so that the bottom elevations can be accurately digitized -Hydrographic and topographic survey tasks are completed under the same mobilization. An optional additional mobilization fee is included below in case this is not feasible. -There is a suitable combination of daytime low and high tide levels on the same day or adjacent days to complete the surveys efficiently -Public locates are sufficient to mark all utilities Cost estimate is: 1) Single-beam Sonar Hydrographic Survey: \$6,000 2) Topographic UAV survey: \$3,500 3) Utility Survey: \$4,400 (includes field and office time to generate the final product) 4) Optional additional mobilization fee: \$2,400 See "Exhibit A" for limits of work			
CLIENT INFORMATION			
Client/Name: <u>Reid Middleton, Inc.</u>			
Address: <u>728 134th St. SW, Suite 200</u>		Office Phone: <u>425-741-3800</u>	
<u>Everett, WA 98204</u>		Office Fax: _____	
Primary Contact: <u>Willy Ahn</u>		Phone: <u>425-741-5008</u> Mobile: <u>425-238-1360</u>	
		Email: <u>wahn@reidmiddleton.com</u>	
BILLING INFORMATION			
Fee Type: <input checked="" type="checkbox"/> Hourly:		Estimate: <u>\$16,300</u>	
<input type="checkbox"/> Lump Sum:		Amount: _____	
		<input type="checkbox"/> Deposit/Retainer: _____	
		<input type="checkbox"/> Retainage: _____ %	
Invoice Delivery: <input checked="" type="checkbox"/> Email <input type="checkbox"/> USPS address: _____			
Billing Contact: <u>Willy Ahn</u>		Phone: <u>425-741-5008</u> Mobile: <u>425-238-1360</u>	
		Email: <u>wahn@reidmiddleton.com</u>	
This agreement includes General Provisions. Please review prior to signing this agreement.			
Client Approval: _____		Date: _____	
(Signature)			
AKS Approval: _____		Date: <u>08/25/2023</u>	
(Print Name)			
(Member Signature)			
Blair Carlson			
(Print Name)			



AKS Engineering & Forestry, LLC

Hydrographic Survey Fee Schedule 10/1/22

Labor Rates:

Principal	\$185/hr
Project Manager	\$160/hr
Coastal Engineer	\$160/hr
Lead Hydrographer	\$155/hr
Senior Survey Technician	\$120/hr
Junior Survey Technician	\$110/hr
GIS Specialist	\$110/hr
CAD Specialist	\$110/hr
GPS/Robotic Instrument One Person Field Crew	\$165/hr
Drone One-Person Field Crew	\$165/hr
Drone Specialist - Office	\$125/hr
Survey Crew (Two Person)	\$225/hr
Survey Crew (Two Person – Prevailing Wage)	\$255/hr
Laser Scanning One Person Crew	\$195/hr
LiDAR One-Person Field Crew	\$195/hr
LiDAR Specialist – Office	\$125/hr
Technical Editor	\$105/hr
Clerical	\$85/hr

Equipment Rates:

Multi-Beam Sonar System	\$3,255/day
Single-Beam Sonar System	\$2,255/day
Unmanned Remote Sonar System	\$1,755/day

Reimbursables:

Mileage	current federally allowed rate
Subcontractors and Subconsultants	cost + 10%
Application/Permit Fees	cost + 10%
Technical Supplies	cost + 10%
Postage/Shipping	cost + 10%
Commercial Copies	cost + 10%
Commercial Delivery	cost + 10%
Miscellaneous (includes):	
Parking	cost + 10%
Aerial Photos	cost + 10%
Commercial Travel, Meals, Lodging	cost + 10%

AKS does not have an additional charge or multiplier for overtime. Computer hardware and computer software (AutoCAD licenses, etc.) are included in the labor rates.

Equipment rates include vehicles, vessels, survey equipment, and all auxiliary systems required.



EXHIBIT A:

Limits of Work





August 25, 2023

Willy Ahn, Ph.D, PE
Reid Middleton
728 134th St SW
Everett, WA 98204

Re: Proposal for Geotechnical Engineering Services
Herb Beck Marina Boat Launch Replacement
Quilcene, WA
Project No. 230278-A

Dear Dr. Ahn:

Aspect Consulting, LLC (Aspect) thanks you for the opportunity to present this proposal for geotechnical engineering services in support of the Herb Beck Marina Boat Launch Replacement (Project) in Quilcene, Jefferson County, Washington (Site). The Project Owner is the Port of Port Townsend. Reid Middleton, Inc. (RMI) has been selected as the prime consultant to advance the design of the Project.

Project Understanding

Herb Beck Marina currently supports boat storage for the community of Quilcene. The Port of Port Townsend is planning to upgrade the facilities at Herb Beck Marina, including replacement of the boat ramp with a more accessible ramp and handling float, and parking lot and restroom renovations. Our understanding of the Project elements and geotechnical input needed for each element is provided below.

The proposed replacement boat ramp will generally be in the same location as the existing boat ramp, but will be expanded to include a handling float on its south side. Replacement of the boat ramp will likely require removal and replacement of an existing concrete retaining wall that currently supports the slope to the south of the existing boat ramp. We anticipate geotechnical input will be required for design of the float piles, and to provide design parameters for the replacement retaining wall (if any) and slope stability of the slope to the south of the ramp.

The restroom upgrades will involve renovation of the existing structure and will not expand the footprint of the existing structure. We do not anticipate geotechnical input will be required for this Project element.

The parking lot is currently asphalt-paved, but may have some surficial debris/gravel covering the asphalt. Parking lot renovations are anticipated to consist of asphalt overlay, with no/little additional asphalt or impervious surfaces. We do not anticipate geotechnical input will be required for this Project element.

Other project elements include landscaping, installation of informational kiosks, and installation of stormwater drywells. We do not anticipate geotechnical input will be required for these Project elements, except for recommended design infiltration rates for landscaping features.

Proposed Scope of Work

Our proposed scope of work comprises geotechnical engineering services for the following design elements:

- float guide piles along the south side of the boat launch
- recommendations for suitable retaining wall types and associated engineering design parameters such as lateral earth pressures, and installation and drainage recommendations
- slope stability recommendations for the slope to the south of the boat ramp
- recommended design infiltration rates for landscaping features, based on grain-size correlations of the on-Site soils

Additional geotechnical services may be required during the construction phase of the Project. We are available to provide these services under separate scope and budget.

Task 1 - Project Kickoff

Aspect will collect existing geotechnical and geologic data from the Site vicinity to form our understanding of Site conditions and form a basis for proposed subsurface data needed to inform the Project.

We will perform an initial site visit to assess existing surface conditions and access conditions, and mark the Site for public utility locates. Aspect will attend a Project kickoff meeting with RMI and the Port of Port Townsend at either the Site or the Port's offices in conjunction with the initial site visit.

Task 2 - Geotechnical Field Explorations

Aspect will complete a limited geotechnical investigation consisting of one day of machine-drilled borings with up to two (2) borings, and one day of test pit explorations with up to four (4) shallow test pit explorations. We will subcontract a private utility locator to clear exploration locations prior to advancing any explorations.

Machine-Drilled Borings: We will retain a specialty geotechnical driller as our subcontractor to drill up to two borings within the footprint of the existing boat ramp to approximately 35 feet below ground surface (bgs) or refusal, whichever comes first. We anticipate a rubber track-mounted drill rig and mud rotary drilling methods will be suitable for the explorations. An Aspect field representative will observe the explorations and log subsurface conditions. Disturbed soil samples will be recovered at 2.5-foot intervals in the upper 10 feet of each boring, and at 5-foot intervals thereafter; samples will be taken in accordance with the Standard Penetration Test (SPT) method (per ASTM D1586). Additionally, relatively undisturbed samples collected with a thin-walled push sampler (Shelby tube) will be collected in fine-grained or organic deposits at selected depth intervals, as appropriate. On completion of drilling and sampling, the borings will be backfilled with bentonite chips in accordance with Washington Department of Ecology requirements. The borings will be patched with quick-dry concrete and covered with a temporary steel plate until it is completely cured.

Test Pit Explorations: We will retain an excavator as our subcontractor to perform up to four (4) test pits to up to 8 feet bgs or refusal, whichever comes first. We anticipate a track-mounted mid-sized excavator will be suitable for the explorations. Disturbed soil samples will be recovered at

selected intervals and taken back to our lab for further analysis. An Aspect field representative will observe the explorations and log subsurface conditions. On completion of the explorations, the test pits will be backfilled with the excavated soils, tamped into place. We assumed no special restoration (placing mulch or gravel cover) will be required.

Task 3- Geotechnical Laboratory Testing

Aspect will transport samples collected during the exploration program to our office for further examination, and selected samples will be submitted to a subcontracted geotechnical laboratory for testing. Laboratory testing may include natural moisture content determination, organic content determination, cation exchange capacity testing, and particle size analysis.

Task 4- Geotechnical Engineering Analysis and Reporting

Aspect will conduct geotechnical engineering analyses in collaboration with RMI structural engineers. We will prepare and submit a geotechnical engineering report that describes Site conditions, summarizes the results of our analyses, and provides geotechnical engineering conclusions and recommendations. The report will include the following:

- Project and Site description
- Results of the subsurface explorations
- Exploration logs and a Site plan showing exploration locations
- Laboratory test results
- Recommendations for float piles:
 - Pile type, size, and minimum embedment recommendations for design (established in collaboration with RMI)
 - Driveability analysis
 - Laterally-loaded pile analysis using the program LPile
- Recommendations for a replacement retaining wall, including
 - Recommended retaining wall type
 - Lateral earth pressures
 - Slope stability behind the replacement wall
- Recommendations for infiltration potential of on-Site soils

Our geotechnical engineering report will initially be delivered as a draft. Following receipt and resolution of RMI's and the Port of Port Townsend's comments, we will issue a final geotechnical engineering report.

Task 5- Plans, Specifications, and Cost Estimate Support

We assume our scope of work will largely be focused in support of RMI as they produce Project plans, specifications, and cost estimates. We will be available to provide input at the 30, 60, and 90 percent design phases to support this work, in the format of redline markups to Project plans, and tracked changes to specification and cost estimate documents. Our scope of work does not include producing Project drawings.

Task 6- Project Management

We assume we will participate in one (1) design team meeting (up to 2 hours assumed) with the Project team and the Port of Port Townsend. Aspect will coordinate with the design team as

appropriate and manage our work and the work of our subcontractors. Invoice reports will be sent out on a monthly basis.

Assumptions

Our scope of work does not include civil stormwater drainage design, assessment of existing or potential environmental concerns associated with the Site, surveying, structural engineering, or services during construction.

We assume the following:

- Others on the Project team will be responsible for any necessary permits and approvals to complete the exploration program.
- The drilling program can be completed in one (1) day, and the Port of Port Townsend will manage full closure of the boat ramp during that day.
- The test pit exploration program can be completed in one (1) day and test pit locations will be on unpaved and relatively untraveled locations within the Site.
- Seismic design parameters will not be required for the Project, and RMI will provide preliminary pile sections for initial analysis, and pile lateral loads.
- The piles will not be subjected to axial loads.
- Up to two iterations of LPILE analysis will be completed with RMI.

Cost Estimate

We propose to complete this scope of work for an estimated budget of \$39,700 in accordance with the fee estimate table below. We will complete the work on a time and materials basis. We will not exceed the cost estimate or scope of work described above without discussion with you and written authorization. Additional requested consultation beyond the scope of work described herein will be billed on a time and materials basis in accordance with the attached Schedule of Charges.

Task Title	Labor	ODC	Subs	Total
Task 1 - Geotechnical/Geologic Data Review	\$ 2,600	\$ 100		\$ 2,700
Task 2 - Geotechnical Field Exploration	\$ 6,300	\$ 200	\$ 11,400	\$ 17,900
Task 3 - Geotechnical Laboratory Testing	\$ 900		\$ 1,500	\$ 2,400
Task 4 - Geotechnical Engineering Analysis and Reporting	\$ 8,650			\$ 8,650
Task 5 - Plans, Specifications, and Cost Estimate Support	\$ 5,600			\$ 5,600
Task 6 - Project Management	\$ 2,450			\$ 2,450
Total Project Budget	\$ 26,500	\$ 300	\$ 12,900	\$ 39,700

Schedule

Pending subcontractor availability and permit approval timelines, we anticipate the exploration program will be completed in October or November 2023. Our draft geotechnical engineering report will be submitted within 8 weeks of completion of the field work. Geotechnical-structural coordination will be provided to match RMI's schedule.

Closing

The above Services will be billed on a time and materials basis in accordance with the attached Schedule of Charges. We will notify you and obtain your authorization if additional effort above and beyond the estimated scope of this work is required. We will use a Contract Change Form to request your authorization for any changes to the above description of Services. This cost proposal is valid for 90 days unless extended in writing by Aspect.

Aspect's Services will be provided in accordance with the attached Terms and Conditions. This proposal together with the attached Terms and Conditions and Schedule of Charges, constitute the Agreement between Aspect Consulting, LLC and Reid Middleton, Inc. (Client). Your signature below represents acceptance of this Agreement, and provides written authorization to proceed. Please return one signed copy of this Agreement to Aspect, and retain a signed copy for your records.

Sincerely,

Aspect consulting, LLC



Mari O. Otto, PE

Project Geotechnical Engineer
motto@aspectconsulting.com



Erik O. Andersen, PE

Principal Geotechnical Engineer
eandersen@aspectconsulting.com

Client Representative

Date

Attachments: Terms and Conditions
Schedule of Charges



SCHEDULE OF CHARGES

Effective January 2023

Unless otherwise stated in the proposal or services agreement, current rates are as follows:

ENGINEERS, SCIENTISTS, AND ANALYSTS		Hourly Rate
<i>Principals and Associates</i>		
Principal 2		\$ 305
Principal 1		289
Sr. Associate		267
Associate		253
<i>Senior, Project, and Staff Professionals</i>		
Senior 3		253
Senior 2		238
Senior 1		222
Project 3		204
Project 2		189
Project 1		176
Staff 3		161
Staff 2		148
Staff 1		137
TECHNICAL AND PROJECT SUPPORT		Hourly Rate
<i>Field Operations</i>		
Technician 2		\$ 122
Technician 1		112
<i>Design, CAD, and Graphics</i>		
Engineering Designer		176
Sr. CAD		157
CAD		138
Sr. Graphic Designer		128
Graphic Designer		119
<i>Technology</i>		
Sr. Software Developer		250
Software Developer		219
<i>Technical Editing and Project Coordination</i>		
Sr. Technical Editor		140
Coordinator 3 / Technical Editor		128
Coordinator 2		120
Coordinator 1		111

OTHER CHARGES

Mileage	Federal Gov't Rate Plus 15%
Subcontractors and Project Expenses	Cost Plus 15%

Client acknowledges that Aspect will adjust the Schedule of Charges annually, and that the Agreement will remain valid for any and all annually adjusted Schedule of Charges.

Port of Port Townsend Scope of Work for: Quilcene Boat Ramp Permitting Assistance

PROJECT UNDERSTANDING

The Port of Port Townsend (Port) proposes to demolition and upgrade the existing boat ramp and install a new day float. It is assumed the new day float will require pile driving. Widener & Associates (Widener) will assist and/or provide the follow services:

1. Section 7 Coordination of Permitting Strategy & Collect Data for the Biological Evaluation).

A Biological Assessment will be prepared reviewing the original BE and providing details encompassing the new design and impacts. The following subtasks will be undertaken in preparation of the project BE supplement. Revise the BE, as appropriate, and submit the final BE to USFWS and NOAA Fisheries for their review, possible negotiation of mitigation measures, and concurrence. Concurrent with Endangered Species Act (ESA) consultation, Widener will coordinate with NOAA Fisheries to meet essential fish habitat (EFH) requirements under the Magnuson-Stevens Fishery Conservation and Management Act (MSA), as amended 1996. In doing so, Widener will provide NOAA Fisheries with the supplemental BE and a cover letter requesting the review of consultation, stating the effect determination(s), reasoning behind them, and proposed mitigation measures if any. If NOAA Fisheries responds with advisory EFH conservation recommendations, Widener will coordinate with the Port and USACE to jointly discuss the recommendations. Formally address and respond to NOAA Fisheries' recommendations within the regulated time frame.

Deliverable(s)

- One electronic and one hard copy of the draft BE for review by the Port with accompanying draft special provisions if required.
- One electronic and one hard copy of the draft BE, incorporating the Port's comments, for submittal to USFWS.

2. Section 106 Permitting

The Consultant will conduct background research, including WISAARD records search, to identify previous cultural resource surveys and documented archaeological sites within one mile of the project area prior to commencing fieldwork. Ethnographic and historical resources will also be researched.

The Consultant will conduct an intensive pedestrian survey at no more than 5-meter intervals of the land-based Area of Potential Effect (APE) to identify any cultural materials on the ground

surface. They will excavate from up to 25 subsurface shovel test probes (STPs), based on surface and subsurface results, to determine the presence or absence of buried archaeological or other cultural materials, possible site boundaries, or other relevant information.

The Consultant will not collect artifacts during the survey but will record artifacts in the field (applicable mapping, photographing, etc.) and left in-situ or returned to the probe units. Each site identified shall be fully documented to provide data on location, dimensions, content age, context, and integrity for an assessment of National Register eligibility.

The Consultant will prepare a report of the field survey and testing. The report shall follow THPO guidelines. The Report shall include recommendations regarding eligibility and applicable prehistoric or historic site forms, architectural forms, etc. Upon acceptance of the report, the FWS will send the report to the SHPO for concurrence with Determinations of Eligibility of sites recorded.

The Consultant will retain possession of all notes, records, material culture, and any other documentation generated during the project, and will prepare these records and materials for archiving and curation according to Secretary of the Interior standards. The materials will be housed at CRP facilities.

The Consultant will provide an archaeological monitor to be present during ground disturbing activities on the east and west ends of the APE where the potential exists for buried cultural resources, and will prepare a report documenting the results of the monitoring effort. In the event of inadvertent discovery, the archaeological monitor will implement the Inadvertent Discovery Plan as provided in Appendix A [or below].

The Consultant will coordinate with the USACE on their mythology and survey. The Consultant will provide the USACE copies of reports, maps, recommendations, determinations of eligibility, and section 106 compliance documents that the Consultant generates over the course of the contract and undertaking implementation.

Deliverable(s)

- One electronic copy of a draft 106 report and APE for review by the Port
- One electronic copy of the 106 report and APE, incorporating the Port's comments, for submittal to the USACE.

3. Section 404 Permit Application

The Joint Aquatic Resources Permit Application (**JARPA**). will be completed as part of the Section 404 Clean Water Act. The permit application shall include all requested information, such as application forms, all necessary permit drawings, an attachment describing project location, project purpose and need, alternatives considered, and a summary of project impacts. Widener shall also provide a draft transmittal letter for submittal of the application by the Port. Draft applications, including supporting information, shall be submitted to the Port for review and comment. Revised permit application shall be provided to the Port for signature and submittal to permitting agencies. Widener shall perform the necessary coordination to obtain the permits.

Deliverable(s)

- One electronic copy of a draft JARPA for review by the Port
- One electronic copy of a draft JARPA, incorporating the Port's comments, for submittal to the Corp and DOE.

4. SEPA Process

Widener shall complete appropriate SEPA documentation including all needed studies, modeling, and analysis in accordance with State Environmental Policy Act (RCW 43.21C) and SEPA Rules (WAC 197-11). Widener will coordinate with the Yakima Planning Department to address comments on the SEPA Checklist and provide support for the SEPA process. The County presently anticipates a SEPA Mitigated Determination of Non-Significance.

Deliverable(s)

- SEPA Checklist
- MDNS

5. Local Agency Permits

Widener will assemble and organizing all necessary environmental permit applications to a standard acceptable by the permitting agencies. Anticipated permits include the following.

1. WDFW Hydraulic Project Approval
2. Shoreline Permit

Permit applications shall include all requested information, such as application forms, all necessary permit drawings, an attachment describing project location, project purpose and need, alternatives considered, and a summary of project impacts. Widener shall also provide a draft transmittal letter for submittal of the application by the Port. Draft applications, including supporting information, shall be submitted to the Port for review and comment. Revised permit applications shall be provided to the Port for signature and submittal to permitting agencies. Widener shall perform the necessary coordination to obtain the permits.

Deliverable(s)

- HPA Permit
- Shoreline Permit

Project Name	Quilcene Boat Ramp Permitting Assistance			
Client	Port of Port Townsend / Reid Middleton, Inc.			
Location	Jefferson County	Date	8/20/2023	
	Project Manager	Project Biologist	Senior Biologist	
	Hours	Hours	Hours	
1. Section 7 Coordination & Biological Evaluation (BE)				
Coordination with NOAA & USFWS	40			
Draft BE	20	50	10	
Final BE	15	25	10	
Response Comments	40	20		
2. Section 106 Permitting Process				
APE	5	20	0	
3. Section 404 Permit Application (JARPA)				
Draft JARPA	20	80		
Final JARPA	20	20		
Response Comments	40	20		
4. SEPA Process				
	16	24		
5. Local Agency Permits				
WDFW HPA Application	8	16		
Shoreline Application	16	32		
Total hours	240	307	20	
Summary	Hours	Rate	Cost	
Project Manager	240	\$184.14	\$44,193.98	
Project Biologist	307	\$87.09	\$26,737.86	
Senior Biologist	20	\$136.86	\$2,737.24	
Section 106 Archaeological Report				\$6,000
Total Labor				\$73,669.08
TOTAL ESTIMATED COST				\$79,669.08
Widener & Associates				Cowling & Co. LLC
				1902 120th Place SE Suite 202 Everett, WA 98208

EXHIBIT "B"
FEE SCHEDULE

See attached Budget incorporated here-in by reference.

Estimate of Professional Services

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

PROJECT: Herb Beck Marina Boat Launch Replacement
CLIENT: Port of Port Townsend
PROJ. NO: 242023.913.018
FILE: H:\24W\2023\913\018 PPT Herb Beck Marina Boat Launch Replacement\Contract\Base Contract\RM Fee Est & Scope\20230918 Herb Beck Fee.xlsx\Std Rat

BY: Willy Ahn
DATE: 9/18/2023
CHKD BY: KEL 9/18/23

		Principal	Senior Engineer	Project Designer	Design Technician	Principal	Principal Engineer	Associate	Technical Writer II	Project Administrator	Project Engineer	Total Labor hours	Total Labor Earnings	Computer		Mileage	Subs	Total Reimb	Labor & Reimb
Hourly Rate:		\$285	\$196	\$190	\$158	\$285	\$250	\$220	\$152	\$134	\$174			hrs \$12		\$	cost	10%	
Task No.	Description	WA	JS	BM	DO	CS	DY	MD/TN	EW	KL	WFC					\$			
001	Information Review, Meetings, PM/PC																		
00101	Information review	3	4	4				2				13	2,839	0	0			0	2,839
00102	Kickoff meeting (onsite) with site visit	10		10								20	4,750	0	0	214		214	4,964
00103	Design team meetings (two/submittal)	6	6	6	2			2	2		2	26	5,434		0			0	5,434
00104	Design review meetings (30, 60-90, 100%) with port staff and respond to client review comments	6	12	12							2	32	6,690	0	0			0	6,690
00105	Stakeholder meetings (one 2-hr onsite and one 1-hr remote)	10	10	1								21	5,000	0	0	214		214	5,214
00106	PM/PC, incl. project setup, sub coordination, sub invoice review, billing,	16	2	4						8		30	5,712	0	0			0	5,712
	Subtotal Task 001	51	34	37	2	0	0	4	2	8	4	142	31,497	0	0	428	0	428	31,925
002	Design Development - 30%																		
00201	Development of design criteria, incl wave analysis, & BOD	6	16	4								26	5,606	0	0			0	5,606
00202	Replacement of boat ramp w/ slope, support, & edge protection	2	16	20	24						2	64	11,646	24	288			288	11,934
00203	Installation of sheet pile wall	4	10		8						2	24	4,712	8	96			96	4,808
00204	Shoreline protection with regrading riprap revetment	4	10	16	10						2	42	8,068	10	120			120	8,188
00205	Installation of new boarding floats, conc wedge and guide piles	2	24	8	10						2	46	8,722	10	120			120	8,842
00206	Parking lot Improvements and stormwater management											0	0	0	0			0	0
00207	Opinion of probable construction cost estimate		2	8								10	1,912	0	0			0	1,912
00208	Permit support services developing JARPA drawings		4	24	16						1	45	8,046	16	192			192	8,238
00209	Specifications (outline)			3								3	570	0	0			0	570
00210	QA/QC	4										4	1,140	0	0			0	1,140
	Subtotal Task 002	22	82	83	68	0	0	0	0	0	9	264	50,422	68	816	0	0	816	51,238
003	Design Development - 60%-90%																		
00301	BOD revision		3	2								5	968	0	0			0	968
00302	Replacement of boat ramp w/ slope, support, & edge protection	2	24	28	18						2	74	13,786	18	216			216	14,002
00303	Installation of sheet pile wall	8	16		12						2	38	7,660	12	144			144	7,804
00304	Shoreline protection with regrading riprap revetment	4	24	24	12						2	66	12,648	12	144			144	12,792
00305	Installation of new boarding floats, conc wedge and guide piles	4	32	18	18						2	74	14,024	18	216			216	14,240
00306	Parking lot Improvements and stormwater management											0	0	0	0			0	0
00307	Opinion of probable construction cost estimate			8								8	1,520	0	0			0	1,520
00308	Specifications		12	24			2	3	6		1	48	9,158	0	0			0	9,158
00309	QA/QC	8										8	2,280	0	0			0	2,280
	Subtotal Task 003	26	111	104	60	0	2	3	6	0	9	321	62,044	60	720	0	0	720	62,764
004	Final Design - 100%																		
00401	Replacement of boat ramp w/ slope, support, & edge protection		6	5	4							15	2,758	4	48			48	2,806
00402	Installation of sheet pile wall	1	4									5	1,069	0	0			0	1,069
00403	Shoreline protection with regrading riprap revetment	1	4	4	4							13	2,461	4	48			48	2,509
00404	Installation of new boarding floats, conc wedge and guide piles		6	6	8						1	21	3,754	8	96			96	3,850
00405	Parking lot Improvements and stormwater management											0	0	0	0			0	0
00406	Opinion of probable construction cost estimate			8								8	1,520	0	0			0	1,520
00407	Specifications		8	12			2	2	4		1	29	5,570	0	0			0	5,570
00408	Building permit support											0	0	0	0			0	0
00409	QA/QC	4										4	1,140	0	0			0	1,140
	Subtotal Task 004	6	28	35	16	0	2	2	4	0	2	95	18,272	16	192	0	0	192	18,464

Reid Middleton																	Estimate of Professional Services																	
728 134th Street SW, Suite 200 Everett, WA 98204 (425) 741-3800 (425) 741-3900 FAX																	PROJECT: Herb Beck Marina Boat Launch Replacement CLIENT: Port of Port Townsend PROJ. NO: 242023.913.018 FILE: H:\24Wf\2023\913\018 PPT Herb Beck Marina Boat Launch Replacement\Contract\										BY: Willy Ahn DATE: 9/18/2023				CHKD BY: KEL 9/18/23			
																	Base Contract\RM Fee Est & Scope\20230918 Herb Beck Fee.xlsx\Std Rat																	
		Principal	Senior Engineer	Project Designer	Design Technician	Principal	Principal Engineer	Associate	Technical Writer II	Project Administrator	Project Engineer	Total Labor hours	Total Labor Earnings	Computer		Mileage	Subs	Total Reimb	Labor & Reimb															
Hourly Rate:		\$285	\$196	\$190	\$158	\$285	\$250	\$220	\$152	\$134	\$174			hrs	\$12	\$	cost	10%																
Task No.	Description	WA	JS	BM	DO	CS	DY	MD/TN	EW	KL	WFC					\$																		
005	Topographic and Hydrographic Surveys by AKS																																	
00501	Topographic survey											0	0		0		3,500	3,850	3,850															
00502	Hydrographic survey											0	0		0		6,000	6,600	6,600															
00503	Utility locate & mobilization											0	0		0		6,800	7,480	7,480															
	Subtotal Task 005	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	16,300	17,930	17,930															
006	Geotechnical Engineering Services by Aspect											0	0		0																			
00601	Geotechnical engineering services											0	0		0		39,700	43,670	43,670															
	Subtotal Task 006	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	39,700	43,670	43,670															
007	Environmental Permitting by Widner Assoc.																		0															
00701	Environmetanl permitting and cultural resources services											0	0		0		79,669	87,636	87,636															
	Subtotal Task 007	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	79,669	87,636	87,636															
008	Landscape Architectural Services by JAB																																	
00801	Site landscape design											0	0		0			0	0															
	Subtotal Task 008	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0															
009	Architectural Design by Rolluda																																	
00901	Restroom remodeling											0	0		0			0	0															
	Subtotal Task 009	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0															
010	Bid Support Services																																	
01001	Attend pre-bid meeting on-site		9									9	1,764		0	107		107	1,871															
01002	Answering technical questions	1	10	8			2	2				23	4,705		0			0	4,705															
01003	Prepare addendum (1)		2	4	4				2			12	2,088		0			0	2,088															
01004	Bid evaluation and recommendation		2	4								6	1,152		0			0	1,152															
	Subtotal Task 010	1	23	16	4	0	2	2	2	0	0	50	9,709	0	0	107	0	107	9,816															
TOTAL HOURS		106	278	275	150	0	6	11	14	8	24	872	171,944	144	1,728	535	135,669	151,499	323,443															
SubTotal Cost		30,210	54,488	52,250	23,700	0	1,500	2,420	2,128	1,072	4,176		171,944																					
Percent of Total Hours		12%	32%	32%	17%	0%	1%	1%	2%	1%	3%																							
Assumptions																	Project Duration 32 Wks Avg Wkly \$10,106																	
Hours and rates shown are for estimating purposes only. The actual number of hours charged to the project and personnel used may vary. Hours worked will be billed using the rates, personnel categories, and terms identified in Exhibit A.																	Inflation Factor 4%																	
																	% of Work after July 1 0%																	
																	Inflation Adj. on Labor and Exp. 0																	
																	Contingency/Rounding -43																	
																	TOTAL 323,400																	

MEETING DATE	September 27, 2023
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. Authorize staff to proceed with design, permitting and construction of the Herb Beck Marina RV Campground.
STAFF LEAD	Eron Berg, Executive Director
REQUESTED	<input type="checkbox"/> Information <input checked="" type="checkbox"/> Motion/Action <input type="checkbox"/> Discussion
ATTACHMENTS	Memorandum Layout Plan

Action: Motion to authorize staff to proceed with design, permitting and construction of the Herb Beck Marina RV Campground.

DATE: 9/21/2023
TO: Port Commission
FROM: Eron Berg, Executive Director and Eric Toews, Deputy Director
SUBJECT: Herb Beck Marina RV Campground Restoration

ISSUE: Should the Commission authorize the Executive Director proceed with design, permitting and construction of an RV Campground at the Port's Herb Beck Marina Facility in Quilcene?

BACKGROUND & DISCUSSION: The PUD is seeking to increase broadband access to rural areas of Jefferson County and has received grant funding to provide fiber to Quilcene, Discovery Bay, Gardiner and Chimacum. This project will be going out to bid late this year and will likely be of interest to prospective bidders nationwide. The PUD is seeking ways to entice competitive bids by providing incentives, where possible. One such incentive is identifying locations where contractors find temporary accommodation throughout the duration of the project in 2024.

It is in this context that the PUD approached the Port with a proposal to collaborate in the restoration of a small RV Campground at Quilcene. The PUD proposes to help the Port rehabilitate the campground that was decommissioned following the removal of the caretaker's residence in 2017. A seven (7) site RV campground is envisioned (see attached exhibit), with the PUD installing power, water, and wastewater infrastructure to the sites, and the Port undertaking necessary grading and site preparation. The PUD's contributions would address the lion's share of costs associated with the project, with the Port's expenditures for design, permitting, and grading/site preparation not anticipated to exceed \$100,000. The PUD would occupy the campground for the duration of the broadband project, and proposes to pay the monthly rate established by the Commission.

Throughout the "We're Listening, Quilcene" planning process conducted during 2021 and 2022, area residents repeatedly voiced their desire to see RV camping at the facility restored. Accordingly, Port and PUD staff saw the proposed interagency collaboration as a means to: 1) address a consistently articulated community desire; and 2) help incentivize competitive bids on the PUD's rural broadband project.

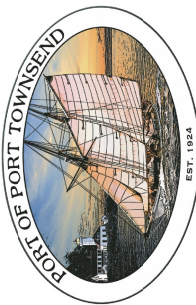
On August 30th, Port and PUD staff met with interested citizens at the Quilcene Community Center to present the idea and receive feedback. More than 40 people attended the meeting. Few comments related to the broadband project itself. Most of the comments focused on the RV campground concept and were unexpectedly negative. However, following the meeting several meeting attendees approached Port staff to individually express their support for the plan.

Staff estimates that this small RV campground would reasonably be expected to generate \$43,200 per year in gross revenues.¹ This new line of revenue would provide substantial financial support for needed facility reinvestments (e.g., funding periodic entrance channel dredging). The RV campground proposal, and the feedback received at the August 30 community meeting, were previously discussed at the Commission's September 13 regular meeting. Staff now seeks direction from the Commission as to how to proceed.

RECOMMENDED MOTION: Motion to authorize staff to proceed with design, permitting and construction of the Herb Beck Marina RV Campground.

ATTACHMENT: Preliminary Layout Drawing of the Quilcene RV Campground.

¹ Assumptions: 7 total RV spaces; 6 spaces "rentable" – 1 space for Camp Host; guest monthly rate of \$600 for the period October 1 – April 30; \$600 per month x 6 spaces x 7 months = **\$25,200** in estimated winter monthly revenue; nightly rate of \$40 for the period May 1 – September 30; \$40 per night x 6 spaces x 150 days (5 months) = \$36,000 x 50% (assumed occupancy rate) = **\$18,000**; \$25,200 + \$18,000 = **\$43,200 annual gross revenue**.



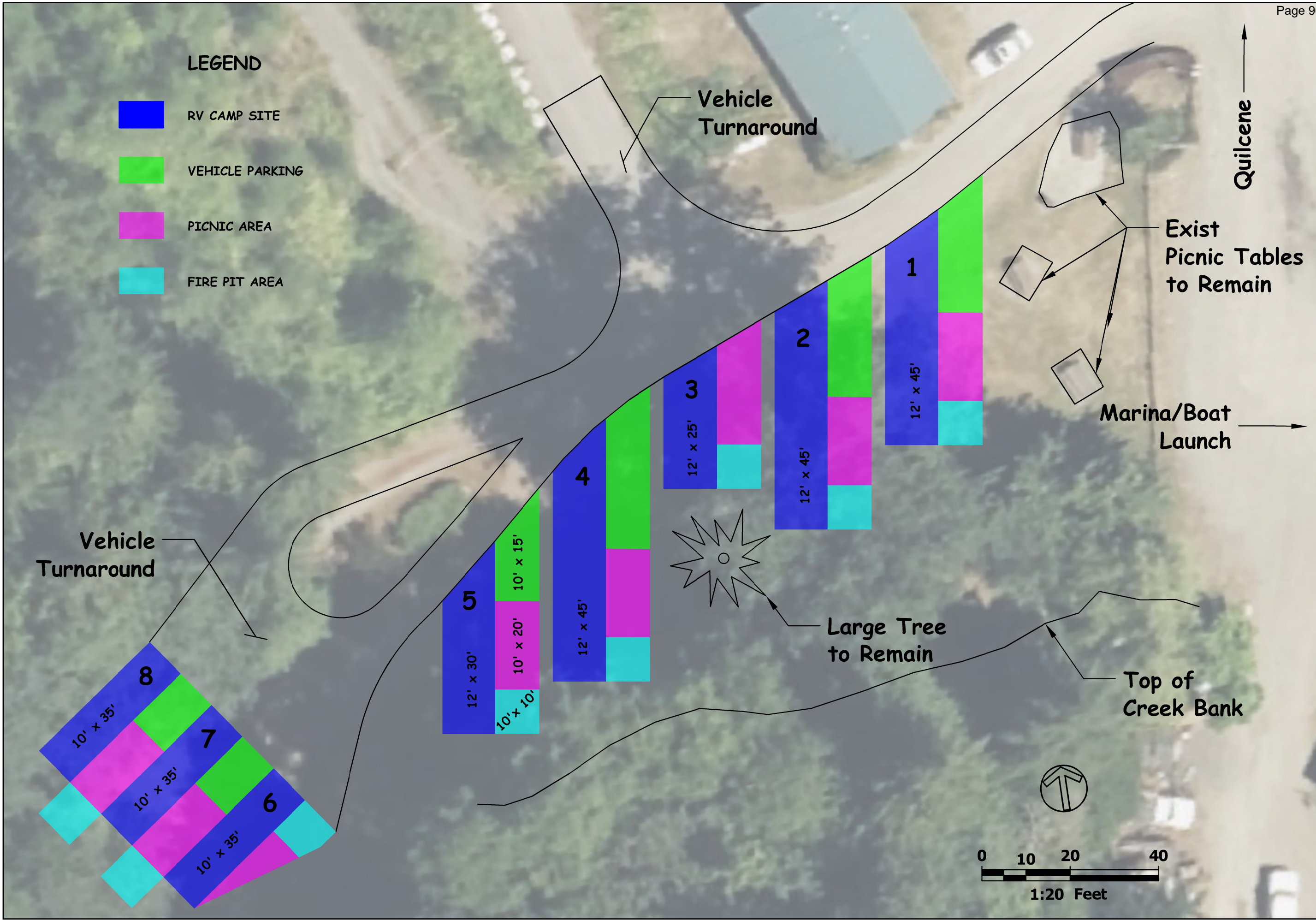
DATE: 8/23/2023	SCALE: NOTED	DRAWN: DN	CHECKED: MK	APPROVED: EB
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EXHIBIT	DRAWING	REVISION	DATE	APPD
0	No.		08/23/23	

Preliminary
08/30/2023 9:53:33 AM

PORT OF PORT TOWNSEND
JEFFERSON COUNTY WASHINGTON
QUILCENE CAMPGROUND
RESTORATION

SHEET:	
OF:	1
JOB NO.:	-----
DWG:	-----



MEETING DATE	September 27, 2023
AGENDA ITEM	<input type="checkbox"/> Consent <input type="checkbox"/> 1 st Reading <input type="checkbox"/> 2 nd Reading <input checked="" type="checkbox"/> Regular Business <input type="checkbox"/> Informational
AGENDA TITLE	VII. B. 1 st Draft of 2024 Budget with Capital Improvement Program (CIP) and Proposed Rates
STAFF LEAD	Abigail Berg, Director of Finance and Administration
REQUESTED	<input type="checkbox"/> Information <input type="checkbox"/> Motion/Action <input checked="" type="checkbox"/> Discussion
ATTACHMENTS	<ul style="list-style-type: none">• Info Memo• Operating Budget• CIP• Rates

DATE: 9/27/2023
TO: Port Commission
FROM: Abigail Berg, Director of Finance & Administration & Eron Berg, Executive Director
SUBJECT: 1st Draft of 2024 Budget with Capital Improvement Program (CIP), and Proposed Rates

ISSUE

What direction does the Commission have following its initial review of the first draft of the 2024 Budget, including assumptions, the 5 Year CIP, and the proposed 2024 Rate Cards?

BACKGROUND

The Commission adopted the 2024 Budget schedule on July 12, 2023, which included a subsequent workshop to discuss potential issues, goals, and assumptions to consider when developing the budget. The approved schedule included the 1st Draft of the 2024 Budget to be presented at this meeting. Underlying assumptions and key objectives were discussed at the last two Commission meetings.

DISCUSSION

2024 Budget Assumptions

As we head towards the end of 2023, it is clear that the impacts of inflation are being felt by everyone, including the Port. From 2021 to 2023, the June-to-June CPI has been 5.5%, 10.1%, and 4.6%. The Producers Price Index (PPI) during the same period, 2021 to 2023 June to June for all commodities, has been 5.8%, 21.1%, and 4.9%. In addition to inflation, supply chains are slower – impacting operations and capital projects, and the job market has been a real challenge since there are fewer candidates available, and for our area an additional challenge the difficulty for a candidate obtaining housing locally if they don't live here already.

An update to the Port's 10-year trend of operating revenues and expenses shows revenues are averaging 5.3% and expenses 6.5%. Having the growth in expenses exceed revenues cannot be sustained for a long period. Yet as we look to 2024, we continue to experience the longest moorage waitlists in port history, strong growth in yard activity, as well as continued 100% occupancy of leased properties. Our recommendation to the Commission for the 2024 budget is to continue to maintain a conservative approach, raise rates across the port by 4.6%, and attempt to find additional revenues. This means no significant changes in course but staying alert for mid-year course adjustments and being ready to move with alacrity, if needed.

Staff's primary focus for 2024 is to continue to prepare for and build the projects that are in the queue for construction phase work while simultaneously planning, designing, permitting, and funding projects for 2025, 2026 and 2027. Your port staff team is known for saying, "That's a great idea, let's do it!". While we will undoubtedly continue with that motto, we do need to temper our appetite with the reality of managing an increased volume of projects, increased complexity in planning and permitting those projects and limited staff time. Our primary objectives for operations in the coming year are to continue to improve customer service, improve processes that better serve our tenants and customers all while maintaining our steady path to a higher level of service across the board. In both cases, it is our clear intent to spend more money, investing in capital

projects to carry port facilities to future generations and in operations to improve the port's level of service. We remain laser focused on the generational viability of these remarkable and unique port facilities that are essential to the culture of this place.

OPERATING BUDGET

The attached is the 1st draft budget that shows actual activity for 2021 and 2022, the 2023 budget, the 2023 YTD July with remaining budget, and the 2024 projections.

OPERATING REVENUES:

1. As discussed at the last Commission meeting, we've implemented a 4.6% increase on most revenues port wide; this amount is the June-to-June 2023 CPI for Seattle-Tacoma-Bellevue. There are some rates proposed to remain the same from 2023; a more detailed discussion is included with the Rate Cards later in this memo.
2. The good news is the Point Hudson Jetty replacement project will be completed in early 2024, so Point Hudson revenues will begin to return to normal. This can be seen by 2024 projections being closer to 2021 actuals which were prior to the start of the jetty project.
3. Winter 2022, and spring 2023 proved quite successful in the Work Yard after the seasonal discount was ceased in early 2022. Not only did revenues increase, but more importantly, customers were better served and there was greater customer satisfaction. In addition, mid-year 2023 the Long-Term Yard was opened up to active projects and electric access was added. This increase in revenues should help mitigate a small loss in Yard revenue with the up-coming North Yard Expansion project construction in 2024. The 2024 projections have an increase of \$250,000 compared to the 2023 budget, and a \$72,000 increase compared to 2023 YTD July plus remaining budget.
4. At this juncture, there are no other significant operating revenues initiatives or changes to note.

OPERATING EXPENSES:

1. A 4.6% increase has been built into most of the operating expenditures port wide (*note that the 10-year average annual increase in operating expenses is 6.5%*).
2. In accordance with the 2023 budget, the Port has been staffed for the various initiatives important to our Commission, the community, and our customers. This included an additional FTE for the Manager of Capital Projects, a second engineer.
3. Compensation is estimated to increase with the 4.6% COLA, as well as step increases as applicable. In addition, the increase in compensation is impacted by having the aforementioned engineer for a full year, as well as a 2-month over-lap anticipated for the replacement of the Director of Finance, and her retirement cash out. There was an additional FTE added for a Financial Analyst to assist with the large number of capital projects in the queue as well; the majority of this cost will be directly impacted on the project costs, not operations.
4. As mentioned above, we are anticipating increased costs across the board for regular, and recurring operating costs, as well as capital costs. Much of this can be expected due to the increased cost of energy, construction materials, operating supplies, shipping materials, and travel costs for contractors, and most of these are not discretionary expenses. The port is

also experiencing larger than typical increases in costs for insurance, which is a reflection of the industry and general economy.

CAPITAL PROJECTS:

The draft updated capital program is attached and includes the estimated projects and costs for 2024 to 2028 as well as the anticipated funding of those projects. There are many projects in the queue, and many unsecured, but anticipated funding sources to support many of those projects. Port staff are pushing forward diligently and consistently with obtaining those funding dollars. Specific questions regarding any of these project costs, and/or funding can be addressed by other executive staff.

EQUIPMENT/VEHICLES:

These are part of the CIP and include the following:

1. A sprinter van to replace the 1999 Commercial Van (\$60,000 est.)
2. A vacuum/dump trailer (\$60,000 est.)
3. An additional auxiliary vehicle (Gator, \$15,000 est.)
4. 300T variable width travelift (\$2,933,000 est.)

In addition, we are researching the possibility of moving to card-based access system for showers, and laundry thereby eliminating the use of quarters which is time consuming to manage (and uses antiquated equipment that is increasingly a challenge to maintain). We hope to have that cost with the 2nd draft.

PORT RATES

In the packet are the comparative rate cards for all Port locations that show the current rates alongside the proposed 2024 rates. As already mentioned, most rates have been increased by the June-to-June CPI increase of 4.6%, though there are some exceptions. On the rate cards we've highlighted **new or additions to current rates in blue** and **rates that are proposed for removal in red**. The following are the changes by location:

BOAT HAVEN:

1. Remove the "Over Wide Vessels (18' +)" rate since it doesn't support the shipyard traffic.
2. Hold on increase to Temporary Tie Ups.
3. Increase Permanent Moorage, just like the rest of moorage, by 4.6%. There's been some customers wanting a third year in a row at only a 3% increase, however, this doesn't appear fiducially responsible given the past three years of CPI increases of 5.5%, 10.1%, and 4.6%. Everyone is experiencing these cost increases, including the Port.
4. Under "Other Moorage" increase Limited Access and Undesirable Rates to be in alignment with Point Hudson since there's no reason for them to differ.
5. Currently, the Business rate indicates "same as perm. Rate /ft/mo"; however, the Port Rules state that a 25% premium should be paid by business owners with permanent moorage. Should staff change the Port Rules, or adjust this rate according to them?
6. Hold on increase for Live-aboard Background Check Fee.
7. Temporary Tie Ups were kept at the same rate as the prior year.

8. Hold on increases to Nightly Electric, and Metered Electric Base Fee since these are in alignment with surrounding marinas.
9. Removed Dory on Dock rate since this location has no room for that option.
10. Added Mast Up on Trailer Storage rate.

YARD:

1. Hold on the Roundtrip Rate for Hang Overnight.
2. Increase the Environmental Fee to \$1.00/ft/mo with a minimum charge of \$25.00.
3. 70/75 Ton Repair Storage rates were not increased last year when the seasonal discount was ceased in March 2022. Here we've increased these rates to \$0.90/ft/day, and \$0.70/ft/mo; this is a 9.6% increase. In this way, these rates had a pause for one year, and would now increase by last year's increase of 5% + this year's increase of 4.6%.
4. Maintaining the same fee for Covered Storage because the usage doesn't appear to be as frequent as initially contemplated. A second year at the same rate provides the opportunity to market the option.
5. Trailer Vessel – Non-working is a revived (and renamed) rate for the occasional trailered vessels parked in the Yard.
6. Removed the Trimaran Hulls rate since it doesn't take more to haul these as any other wide vessel.
7. Under "Other Fees," we added the word "Workyard" to the "Misc. Storage" rate. This serves to clarify between non-lease related storage.
8. Off Port Property Tarp fees were rounded up to be more in alignment with the size availability and the cost.

POINT HUDSON

1. Hold on increases to Temporary Tie Up charges.
2. Currently, the Business rate indicates "same as perm. Rate /ft/mo"; however, the Port Rules state that a 25% premium should be paid by business owners with permanent moorage. Should staff change the Port Rules, or adjust this rate according to them?
3. Hold on increases to Live-abroad Background Check Fee.
4. Hold on increases to Nightly Electric, and Metered Electric Base Fee since these are in alignment with surrounding marinas.
5. Remove Back Row rate under RV PARK – YEAR-ROUND and include with normal hook-up sites.
6. Change name of "Dry Camp" rate to "Partial Hookup."

HERB BECK MARINA

1. Hold on increases to Nightly Moorage, and Temporary Tie Up, the latter of which was increased in 2023.
2. Hold on all electric fees except Kwh, as applicable to PUD actuals.
3. Hold on Daily and Annual Launch Ramp fees.

JCIA

1. Hold on Prevailing Ground Lease Rate.
2. Hold on Overnight Tie Down rate.
3. Hold on all Vehicle Parking – weekly, monthly, annual.

UNION WHARF, CITY DOCK & EVENT FACILITIES

1. Hold on Temporary Tie Up rates.
2. Hold on Pavilion rental and damage, cleaning deposit fees.
3. Staff propose to continue to allow intergovernmental use of the Pavilion at no charge, as approved by the Executive Director.

MISCELLANEOUS RATES & FEES

1. Clarified the name for the rate, Miscellaneous Storage (with agreement), to Misc. Storage on leased prop. w/agrmt. This rate is only for current leasehold tenants that may need additional storage space on land not already leased.
2. Removed Kayak, Rowing Shell, and Wherry Parking since these are included in the location specific rate cards where these options are available.
3. Removed Non-Payment of Parking since the ability to collect has proved fruitless.
4. Replace section titled “GOODS & AMENITIES” with “Cost for Port goods and merchandise as established by staff.” This provides the flexibility to quickly adjust charges when costs change. In addition, as mentioned previously, we are researching the possibility of moving to card-based access system for showers, and laundry thereby eliminating the use of quarters which is time consuming to manage (and uses antiquated equipment that is increasingly a challenge to maintain).
5. Moved Notary Service previously listed under GOODS & AMENITIES to LEASE AND LICENSE FEES.

RECOMMENDATION

Please provide any feedback on the draft budget, CIP, and Rate Cards for inclusion in the 2nd draft of the 2024 Budget to be presented for your review and consideration on October 11th.

Port of Port Townsend
SOURCES AND USES OF CASH
 2024 Budget with Comparison to Prior Years

	2021 Actual	2022 Actual	2023 Budget	2023 Budget to Actual YTD July	2024 Budget
OPERATING REVENUES					
Boat Haven Moorage	1,917,967	2,015,492	2,048,710	2,046,629	2,140,774
Yard Operations	2,305,796	2,645,795	2,578,591	2,754,017	2,826,195
Point Hudson Marina/RV/Prop.	1,690,255	1,532,331	1,521,485	1,491,991	1,748,823
Boat Haven Properties	819,708	808,509	922,134	967,442	921,649
Quilcene Herb Beck Marina	172,256	175,104	175,567	188,734	194,098
Jefferson County Intl Airport	166,996	185,371	181,246	188,785	193,333
Ramp Use	52,437	48,277	52,367	45,952	48,981
Total Operating Revenues	\$ 7,125,415	\$ 7,410,880	\$ 7,480,100	\$ 7,683,550	\$ 8,073,853
OPERATING EXPENDITURES					
Salaries & Wages	2,339,530	2,656,298	2,897,787	2,831,091	3,134,389
Payroll Taxes	234,924	274,816	304,268	314,919	322,842
Employee Benefits	811,661	836,047	832,286	867,783	872,000
Uniform Expense	9,283	19,386	14,100	12,755	14,400
Contract Services	278,143	283,814	306,276	374,621	384,621
Legal fees	51,480	49,388	42,786	48,826	48,826
Audit	32,403	6,798	17,838	17,838	35,000
Insurance	365,552	453,023	451,442	452,520	496,586
Facilities & Operations	671,215	1,035,778	768,382	834,356	916,471
Utilities	605,456	648,719	631,227	660,245	676,751
Marketing & Advertising	52,608	62,705	69,465	95,089	99,202
Economic Development	15,000	30,000	65,000	46,295	65,000
Travel & Training	15,387	38,985	35,214	26,433	36,975
Community Relations	3,997	1,276	56,304	34,453	76,304
Total Operating Expenditures	\$ 5,486,640	\$ 6,397,033	\$ 6,492,375	\$ 6,617,224	\$ 7,179,367
NET OPERATING INCOME	\$ 1,638,774	\$ 1,013,848	\$ 987,725	\$ 1,066,326	\$ 894,486
OTHER INCREASES IN FUND RESOURCES					
Deposits & Retainage Collected	112,997	38,338	80,254	82,559	80,254
Taxes Collected	673,826	715,892	691,008	731,508	749,101
Capital Contributions/Grants	413,082	288,217	4,464,322	7,133,753	2,687,054
Interest	52,859	153,383	65,161	312,655	262,952
Property & other taxes	2,764,518	3,912,590	3,785,061	4,176,647	3,847,561
Misc. Incr. in Fund Resources	57,215	122,956	55,553	196,143	57,053
Total Incr. in Other Fund Resources	\$ 4,074,496	\$ 5,231,377	\$ 9,141,359	\$ 12,633,265	\$ 7,683,975
OTHER DECREASES IN FUND RESOURCES					
Deposits & Retainage Paid	26,221	92,269	55,164	36,707	26,198
Taxes Remitted	675,339	714,381	682,698	731,446	749,493
Bond Principal & Interest	1,280,328	1,025,338	1,021,088	1,461,303	1,020,788
Bond Mgmt, Issuance, Investment	60,302	50,601	14,750	51,877	14,950
Capital Project Expenses	4,491,246	1,847,887	10,069,000	9,011,000	6,777,709
Election Expense	15,674	17,561	15,500	15,500	15,500
Total Other Decr. in Fund Resources	\$ 6,549,109	\$ 3,748,036	\$ 11,858,200	\$ 11,307,833	\$ 8,604,638
Net Other Incr./Decr. in Fund Resources	\$ (2,474,613)	\$ 1,483,341	\$ (2,716,841)	\$ 1,325,432	\$ (920,663)
Net Income/(Loss)	\$ (835,838)	\$ 2,497,188	\$ (1,729,116)	\$ 2,391,758	\$ (26,177)

5 Year Capital Improvement Program
years 2024-2028
as of September 21, 2023

9/21/2023 - 1st Draft

	note	2024 estimate	2025 estimate	2026 estimate	2027 estimate	2028 estimate	Total 5 year estimate
JEFFERSON COUNTY INTERNATIONAL AIRPORT (JCIA)							
Airport Terminal	a	140,000	-	-	-	-	140,000
Fuel System Improvement							
<i>Phase 1 Design</i>		200,000	-	-	-	-	200,000
<i>Phase 2 Construction</i>		-	572,000	-	-	-	572,000
Airport Master Plan Update		222,000	111,000	-	-	-	333,000
Airport Wide Rehabilitate Apron, Taxiways, and Taxilanes (Crack/Slurry Seal)		-	556,000	-	-	-	556,000
Shift/Widen Parallel Taxiway							
<i>Phase 1 Enviromental Assessment</i>		-	-	333,000	-	-	333,000
<i>Phase 2 Design</i>		-	-	-	300,000	-	300,000
<i>Phase 3 Construction (2028 - \$6.1M)</i>		-	-	-	-	6,100,000	6,100,000
Renovate Port Owned Hangars	a	-	-	-	225,000	-	225,000
Maintenance Storage Building/County Building relocate	a	-	200,000	-	-	-	200,000
JCIA Stormwater Management	a	25,000	25,000	25,000	25,000	25,000	125,000
BOAT HAVEN							
BH Main Breakwater Project						-	
<i>Permitting & Design</i>		500,000	500,000	-	-		1,000,000
<i>Construction</i>		-	-	6,700,000	-	-	6,700,000
BH Stormwater Treatment Compliance Upgrade					-	-	
<i>Permitting & Design</i>		250,000	250,000	-	-	-	500,000
<i>Construction</i>		-	-	4,668,000	-	-	4,668,000
70/75 Ton & 300 Ton Yard Electrical Upgrades		-	100,000	100,000	100,000		300,000
Northwest Boat Yard Expansion (along Sims Way -- Boat Yard Construction)		1,000,000	-	-	-		1,000,000
Southwest Boat Yard Expansion and Structures (near shipyard)							
<i>Permitting & Design</i>		500,000	500,000	-	-	-	1,000,000
<i>Construction</i>		-	-	8,600,000	-		8,600,000
Sperry Buildings Capital Maintenance (estimated 2 buildings/year)	a	50,000	75,000	25,000	-		150,000
BH Building/Facility Preservation	a	25,000	25,000	100,000	100,000	100,000	350,000
BH Linear Dock Replacement							
<i>Design</i>		400,000	125,000	-	-		525,000
<i>Construction</i>		-	1,000,000	1,200,000	-		2,200,000
BH Marina Dredging		-	-	-	-	700,000	700,000

5 Year Capital Improvement Program
years 2024-2028
as of September 21, 2023

9/21/2023 - 1st Draft

	note	2024 estimate	2025 estimate	2026 estimate	2027 estimate	2028 estimate	Total 5 year estimate
POINT HUDSON							
PH Building/Facility Preservation (incl. roof replacements, Cupola, Duplex)		450,000	450,000	450,000	450,000	450,000	2,250,000
Replacement of North & South Jetties							
<i>Construction</i>		1,600,000	-	-	-	-	1,600,000
PH-RV Park Restoration	a	-	500,000	-	-	-	500,000
PH Utility Rehabilitation (Mains)		-	500,000	-	-	-	500,000
PH Pavement Preservation (Grind & Overlay)		-	-	650,000	-	-	650,000
PH Cantilevered Esplanade		-	-	-	375,000	3,275,000	3,650,000
QUILCENE							
Quilcene Campground	a	200,000	-	-	-	-	200,000
Quilcene Marina Dredging		80,000	210,000	210,000	-	-	500,000
Quilcene Ramp Upgrade, Bathroom Remodel, Parking Improvements		170,000	1,072,500	902,500	-	-	2,145,000
OTHER CAPITAL							
Sealevel Rise Project							
<i>Planning/Engagement/Preliminary Design</i>		550,000	550,000	-	-	-	1,100,000
<i>Design Development/Permitting</i>		-	3,750,000	3,750,000	-	-	7,500,000
<i>Right-of-Way Acquisition</i>		-	-	1,500,000	1,500,000	-	3,000,000
<i>Construction</i>		-	-	-	27,500,000	27,500,000	55,000,000
Gardiner Launch Ramp w/Seasonal Float - <i>Construction</i>		800,000	-	-	-	-	800,000
Mats Mats Bay Facilities	a	30,000	-	-	-	-	30,000
Port Wide - Piling Replacement		75,000	75,000	75,000	75,000	75,000	375,000
Port Wide - Dock Rennovations	a	250,000	250,000	250,000	250,000	250,000	1,250,000
Port Wide - Yard/Parking/RV Resurfacing	a	75,000	75,000	75,000	75,000	75,000	375,000
Port Equipment/Vehicle Replacement (Incl. New 300T-Lift)		3,068,000	-	120,000	100,000	160,000	3,448,000
UNPLANNED / EMERGENCY REPAIRS							
Small Capital Projects		100,000	100,000	100,000	100,000	100,000	500,000
Boat Haven Bulkhead Repair/Replacement		200,000	300,000	4,000,000	-	-	4,500,000
Boat Haven Pavement Repair		100,000	-	-	-	-	100,000
Point Hudson Shoreline Repair		150,000	250,000	2,600,000	-	-	3,000,000
Point Hudson Marina Revetment Repair		150,000	250,000	1,600,000	-	-	2,000,000
City Dock Repair		150,000	350,000	3,500,000	-	-	4,000,000
Mats Mats Bulkhead Repair		-	100,000	200,000	1,200,000	-	1,500,000
Quilcene Marina Revetment Repair		-	100,000	200,000	1,000,000	-	1,300,000
Total Estimated Project Expenses		11,510,000	12,921,500	41,933,500	33,375,000	38,810,000	138,550,000

a - all or portion of work done by Port Maintenance Staff

5 Year Capital Improvement Program
years 2024-2028
as of September 21, 2023

9/21/2023 - 1st Draft

	note	2024 estimate	2025 estimate	2026 estimate	2027 estimate	2028 estimate	Total 5 year estimate
9/20/2023 - 1st Draft		2024	2025	2026	2027	2028	Total 5 year
FUNDING SOURCES	note	estimate	estimate	estimate	estimate	estimate	estimate
GRANTS -- Secured							
Fuel System Improvement							
<i>Phase 1 Design (FAA BIL funds)</i>		(180,000)	-	-	-	-	(180,000)
<i>Phase 2 Construction (FAA BIL funds)</i>		-	(514,800)	-	-	-	(514,800)
<i>WSDOT Construction match (to FAA BIL funds)</i>		-	(28,600)	-	-	-	(28,600)
FAA NPE - Airport Master Plan Update		(199,800)	(99,900)	-	-	-	(299,700)
FAA NPE - Airport Wide Rehabilitate Apron, Taxiways, and Taxilanes (Crack/Slurry Seal)		-	(500,400)	-	-	-	(500,400)
Shift/Widen Parallel Taxiway							
<i>Phase 1 Environmental Assessment (FAA NPE funds)</i>		-	-	(299,700)	-	-	(299,700)
<i>Phase 2 Design (FAA NPE funds)</i>		-	-	-	(270,000)		(270,000)
<i>Phase 3 Construction (2028 - \$6.1M)</i>		-	-	-	-	(5,490,000)	(5,490,000)
<i>WSDOT Construction match (to FAA NPE funds)</i>		-	-	-	-	(305,000)	(305,000)
Renovate Port Owned Hangars (FAA BIL Funds)		-	-	-	(44,200)		(44,200)
Fed/State - Stormwater Treatment Compliance Upgrade		(250,000)	(250,000)	(1,500,000)	-	-	(2,000,000)
Jefferson County PIF Grant - Northwest Boat Yard Expansion (along Sims Way)		(450,000)	-	-	-	-	(450,000)
US Fish/RCO - PH North & South Jetties Replacement - Environmental Monitoring		(200,000)	-	-	-	-	(200,000)
Fed EDA - PH North & South Jetties Replacement - Construction		(800,000)	-	-	-	-	(800,000)
RCO - BH Linear Dock Replacement		(128,000)	(360,000)	(384,000)	-	-	(872,000)
RCO - Quil. Ramp Upgrade, Bathroom Remodel, Parking Improvements		(79,254)	(500,000)	(420,746)	-	-	(1,000,000)
RCO -Gardiner Launch Ramp - Construction		(400,000)	-	-	-	-	(400,000)
TOTAL PROJECTED GRANT FUNDS USE		(2,687,054)	(2,253,700)	(2,604,446)	(314,200)	(5,795,000)	(13,654,400)
PORT WIDE CAPITAL RESERVE							
Gardiner Launch Ramp w/Seasonal Float - Construction		(400,000)	-	-	-	-	(400,000)
BOAT HAVEN RESERVE							
			-	-	-	-	-
BH Linear Dock Replacement		(272,000)	-	-	-	-	(272,000)

5 Year Capital Improvement Program
years 2024-2028
as of September 21, 2023

9/21/2023 - 1st Draft

	note	2024 estimate	2025 estimate	2026 estimate	2027 estimate	2028 estimate	Total 5 year estimate
IDD LEVY RESERVE							
Airport Terminal		(140,000)	-	-	-	-	(140,000)
Fuel System Improvement							
<i>Phase 1 Design (match to FAA BIL funds)</i>		(20,000)	-	-	-	-	(20,000)
<i>Phase 2 Construction (Match to FAA BIL Funds)</i>		-	(28,600)	-	-	-	(28,600)
Renovate Port Owned Hangars (<i>match to FAA BIL Funds</i>)		-	-	-	(180,800)	-	(180,800)
Maintenance Storage Building/County Building relocate		-	(200,000)	-	-	-	(200,000)
BH Stormwater Treatment Compliance Upgrade		-	-	(661,500)	-	-	(661,500)
70/75 Ton & 300 Ton Yard Electrical Upgrades		-	(100,000)	(100,000)	(100,000)	-	(300,000)
Northwest Boat Yard Expansion (along Sims Way -- Boat Yard Construction)		(550,000)	-	-	-	-	(550,000)
Sperry Buildings Capital Maintenance (estimated 2 buildings/year)		(50,000)	(75,000)	(25,000)	-	-	(150,000)
BH Linear Dock Replacement		-	(765,000)	(816,000)	-	-	(1,581,000)
PH Building Preservation (including roofs)		(450,000)	(450,000)	(450,000)	(450,000)	(450,000)	(2,250,000)
PH North & South Jetties Replacement							
<i>Construction</i>		(600,000)	-	-	-	-	(600,000)
PH-RV Park Restoration	Seeking RCO grant for \$1M for these projects combined.	-	(500,000)	(150,000)	-	-	(650,000)
PH Utility Rehabilitation (Mains)		-	-	-	-	-	-
PH Pavement Preservation (Grind & Overlay)		-	-	-	-	-	-
Quilcene Marina Dredging		(40,000)	(105,000)	(105,000)	-	-	(250,000)
Quilcene Ramp Upgrade, Bathroom Remodel, Parking Improvements		(90,746)	(572,500)	(481,754)	-	-	(1,145,000)
Mats Mats Bay Facilities		(30,000)	-	-	-	-	(30,000)
Port Wide - Piling Replacement		(75,000)	(75,000)	(75,000)	(75,000)	(75,000)	(375,000)
TOTAL PROJECTED IDD LEVY FUNDS USE		(2,045,746)	(2,871,100)	(2,864,254)	(805,800)	(525,000)	(9,111,900)
NET OPERATING INCOME (NOI)							
Airport Master Plan Update (<i>match to FAA NPE funds</i>)		(22,200)	(11,100)	-	-	-	(33,300)
Airport Wide Rehabilitate Apron, Taxiways, and Taxilanes (<i>match to FAA NPE funds</i>)		-	(55,600)	-	-	-	(55,600)
Shift/Widen Parallel Taxiway							
<i>Phase 1 Environmental Assessment (match to FAA NPE funds)</i>		-	-	(33,300)	-	-	(33,300)
<i>Phase 2 Design (match to FAA NPE funds)</i>		-	-	-	(30,000)	-	(30,000)
<i>Phase 3 Construction (2028 - \$610K)</i>		-	-	-	-	(305,000)	(305,000)
JCIA Stormwater Management		(25,000)	(25,000)	(25,000)	(25,000)	(25,000)	(125,000)
BH Building/Facility Preservation		(25,000)	(25,000)	(100,000)	(100,000)	(100,000)	(350,000)
Quilcene Campground		(200,000)	-	-	-	-	(200,000)
Port Wide - Dock Renovations		(250,000)	(250,000)	(250,000)	(250,000)	(250,000)	(1,250,000)
Port Wide - Yard/Parking/RV Resurfacing		(75,000)	(75,000)	(75,000)	(75,000)	(75,000)	(375,000)
Port Equipment/Vehicle Replacement (Incl. New 300T-Lift)		(135,709)	-	(120,000)	(100,000)	(160,000)	(515,709)
Small Capital Projects		(100,000)	(100,000)	(100,000)	(100,000)	(100,000)	(500,000)
TOTAL PROJECTED NOI FUNDS USE		(832,909)	(541,700)	(703,300)	(680,000)	(1,015,000)	(3,772,909)
Total Funding Sources Secured		(6,237,709)	(5,666,500)	(6,172,000)	(1,800,000)	(7,335,000)	(27,211,209)

Port of Port Townsend

5 Year Capital Improvement Program

5 Year Capital Improvement Program
years 2024-2028
as of September 21, 2023

9/21/2023 - 1st Draft

	note	2024 estimate	2025 estimate	2026 estimate	2027 estimate	2028 estimate	Total 5 year estimate
Unsecured Anticipated Grants and other funding							
BH Breakwater - design (Congressional Designated Spending)		(500,000)	(500,000)				(1,000,000)
BH Breakwater project - construction		-	-	(6,700,000)	-		(6,700,000)
BH Stormwater Treatment Compliance Upgrade - construction		-	-	(2,506,500)	-	-	(2,506,500)
Southwest Boat Yard Expansion and Structures (near shipyard)		(500,000)	(500,000)	(8,600,000)	-	-	(9,600,000)
BH Marina Dredging		-	-	-	-	(700,000)	(700,000)
PH-RV Park Restoration	Seeking RCO grant for \$1M for these projects combined.	-	(500,000)	(500,000)			(1,000,000)
PH Utility Rehabilitation (Mains)		-					-
PH Pavement Preservation (Grind & Overlay)		-					-
PH Cantilevered Esplanade		-	-	-	(375,000)	(3,275,000)	(3,650,000)
Sealevel Rise Project		(550,000)	(4,300,000)	(5,250,000)	(29,000,000)	(27,500,000)	(66,600,000)
Quilcene Marina Revetment Repair		-	(100,000)	(200,000)	(1,000,000)	-	(1,300,000)
Quilcene Marina Dredging		(40,000)	(105,000)	(105,000)	-	-	(250,000)
Port Equipment/Vehicle Replacement - grant for New 300T lift		(2,345,833)	-	-	-	-	(2,345,833)
Port Equipment/Vehicle Replacement - match for grant for New 300T lift		(586,458)	-	-	-	-	(586,458)
Boat Haven Bulkhead Repair/Replacement		(200,000)	(300,000)	(4,000,000)	-	-	(4,500,000)
Boat Haven Pavement Repair		(100,000)	-	-	-	-	(100,000)
Point Hudson Shoreline Repair		(150,000)	(250,000)	(2,600,000)	-	-	(3,000,000)
Point Hudson Marina Revetment Repair		(150,000)	(250,000)	(1,600,000)	-	-	(2,000,000)
City Dock Repair		(150,000)	(350,000)	(3,500,000)	-	-	(4,000,000)
Mats Mats Bulkhead Repair		-	(100,000)	(200,000)	(1,200,000)	-	(1,500,000)
Total Unsecured Anticipated Grants		(5,272,291)	(7,255,000)	(35,761,500)	(31,575,000)	(31,475,000)	(111,338,791)
Total Funding Sources Secured & Unsecured		(11,510,000)	(12,921,500)	(41,933,500)	(33,375,000)	(38,810,000)	(138,550,000)

Port of Port Townsend		
2023 Rate Schedule - FINAL		
BOAT HAVEN		
360.385.6211		
Service Rates – Effective January 1, 2023		
Approved by Port Commission on 11/09/2022		
MOORAGE RATE IS BASED ON OVERALL LENGTH OR SLIP LENGTH, WHICHEVER IS GREATER.		
	2023 Rates	
<u>YEAR-ROUND NIGHTLY MOORAGE</u>		
Vessels Under 18’ Wide	\$	1.57 /ft/nt
Over Wide Vessels (18’ +)	\$	2.16 /ft/nt
<u>TEMPORARY TIE-UP</u>	under 35'	over 35'
up to 4 hours	\$ 15.00	\$25.00
<u>PERMANENT MOORAGE</u>		
25' slip	\$ 241.70	/mo*
27' slip	\$ 267.80	/mo*
30' slip	\$ 302.69	/mo*
34' slip	\$ 343.03	/mo*
35' slip	\$ 369.90	/mo*
40' slip	\$ 423.65	/mo*
42' slip	\$ 445.13	/mo*
45' slip	\$ 504.32	/mo*
50' slip	\$ 560.92	/mo*
Linear Rate Under 25'	\$ 9.67	/ft/mo*
Linear rate 51'+	\$ 12.09	/ft/mo*
<i>Note: Receive 5% discount on annual permanent tenancy if total year is prepaid in cash or check on or before Jan. 16, 2023. Must be received by then.</i>		
<u>ACTIVE COMMERCIAL FISHING</u>		
Up to 70’	\$ 8.13	/ft/mo*
71'+	\$ 9.25	/ft/mo*
<u>OTHER MOORAGE</u>		
Limited Access	\$ 8.04	/ft/mo*
Undesirable	\$ 6.97	/ft/mo*
Business	same as perm. rate /ft/mo*	
Overwide Vessels (18'+ wide)	length + 1/2 beam x estab. rate*	
<u>FEES</u>		
Live-aboard Fee	\$ 105.00	/month*
Live-aboard Background Check Fee	\$ 63.00	

Port of Port Townsend		
2023 Rate Schedule - 1st DRAFT		
BOAT HAVEN		4.6%
360.385.6211		
Service Rates – Effective January 1, 2024		
Approved by Port Commission on xx/xx/2023		
MOORAGE RATE IS BASED ON OVERALL LENGTH OR SLIP LENGTH, WHICHEVER IS GREATER.		new or additions to current removed or proposed removal
	2023 Rates	increase
<u>YEAR-ROUND NIGHTLY MOORAGE</u>		
Vessels Under 18’ Wide	\$ 1.64 /ft/nt	\$ 0.07
Over Wide Vessels (18’ +)	\$ 2.26 /ft/nt	\$ 0.10
<u>TEMPORARY TIE-UP</u>		
	under 35'	over 35'
up to 4 hours	\$ 15.00	\$ 25.00
<u>PERMANENT MOORAGE</u>		
25' slip	\$ 252.82 /mo*	\$ 11.12
27' slip	\$ 280.12 /mo*	\$ 12.32
30' slip	\$ 316.61 /mo*	\$ 13.92
34' slip	\$ 358.81 /mo*	\$ 15.78
35' slip	\$ 386.91 /mo*	\$ 17.02
40' slip	\$ 443.14 /mo*	\$ 19.49
42' slip	\$ 465.61 /mo*	\$ 20.48
45' slip	\$ 527.51 /mo*	\$ 23.20
50' slip	\$ 586.73 /mo*	\$ 25.80
Linear Rate Under 25'	\$ 10.11 /ft/mo*	\$ 0.44
Linear rate 51'+	\$ 12.64 /ft/mo*	\$ 0.56
Note: Receive 5% discount on annual permanent tenancy if total year is prepaid in cash or check on or before Jan. 16, 2024. Must be received by then.		
<u>ACTIVE COMMERCIAL FISHING</u>		
Up to 70'	\$ 8.50 /ft/mo*	\$ 0.37
71'+	\$ 9.67 /ft/mo*	\$ 0.43
<u>OTHER MOORAGE</u>		
Limited Access	\$ 9.13 /ft/mo*	\$ 1.09
Undesirable	\$ 7.43 /ft/mo*	\$ 0.46
Business	same as perm. rate /ft/mo*	
Overwide Vessels (18'+ wide)	length + 1/2 beam x estab. rate*	
<u>FEES</u>		
Live-aboard Fee	\$ 110.00 /month*	\$ 5.00
Live-aboard Background Check Fee	\$ 63.00	\$ -

*12.84% WA State Leasehold Excise Tax (LHT) assessed in addition to Port charges for stays of 30 days or more. If stay exceeds 30 days, the LHT will be added to the first 29 days.

**Subject to 9% WA State Sales Tax

Port of Port Townsend	
2023 Rate Schedule - FINAL	
BOAT HAVEN	
360.385.6211	
Service Rates – Effective January 1, 2023	
Approved by Port Commission on 11/09/2022	
MOORAGE RATE IS BASED ON OVERALL LENGTH OR SLIP LENGTH, WHICHEVER IS GREATER.	
	2023 Rates
ELECTRICAL FEES	
Nightly Electric - under 55'	\$ 6.00
Nightly Electric - over 55'	\$ 12.00
Electric Connect Fee	\$ 31.50
Metered Electric/Base Fee	\$ 11.00 /mo + KWHs used
Electric Charges @	\$ 0.1082 per KWH
<i>(subject to change with utility increases) - INCR. EFF. 7/5/2023 TO \$0.1082</i>	
Non-metered Electrical	\$ 1.72 ft/mo
WINTER GUEST MONTHLY, based on availability <i>(Oct. 1 – Apr. 30:)</i>	
25' slip	\$ 290.56 /month*
27' slip	\$ 321.17 /month*
30' slip	\$ 363.18 /month*
34' slip	\$ 411.59 /month*
35' slip	\$ 441.21 /month*
40' slip	\$ 507.57 /month*
42' slip	\$ 532.97 /month*
45' slip	\$ 601.39 /month*
50' slip	\$ 697.83 /month*
Linear Rate Under 25'	\$ 11.61 /ft/mo*
Linear Rate 51'+	\$ 15.07 /ft/mo*
SUMMER GUEST MONTHLY, based on availability <i>(May 1 – Sept. 30:)</i>	
25' slip	\$ 353.96 /month*
27' slip	\$ 389.95 /month*
30' slip	\$ 441.09 /month*
34' slip	\$ 500.02 /month*
35' slip	\$ 538.24 /month*
40' slip	\$ 615.28 /month*
42' slip	\$ 646.42 /month*
45' slip	\$ 733.62 /month*
50' slip	\$ 815.72 /month*
Linear Rate Under 25'	\$ 14.15 /ft/mo*
Linear Rate 51'+	\$ 18.22 /ft/mo*
STORAGE ONLY	
Kayak or rowing shell storage	\$ 29.77 /mo*
Top rack kayak storage	\$ 22.05 /mo*
Dory on dock	\$ 71.66 /mo*
Wherry parking	45 /mo*
Also see Miscellaneous Rates and Fees for other fees that apply.	
*12.84% WA State Leasehold Excise Tax (LHT) assessed in addition to Port charges for stays of 30 days or more. If stay exceeds 30	

*12.84% WA State Leasehold Excise Tax (LHT) assessed in addition to Port charges for stays of 30 days or more. If stay exceeds 30 days, the LHT will be added to the first 29 days.

**Subject to 9% WA State Sales Tax

Port of Port Townsend		
2023 Rate Schedule - 1st DRAFT		
BOAT HAVEN	4.6%	
360.385.6211		
Service Rates – Effective January 1, 2024		
Approved by Port Commission on xx/xx/2023		
MOORAGE RATE IS BASED ON OVERALL LENGTH OR SLIP LENGTH, WHICHEVER IS GREATER.	new or additions to current removed or proposed removal	
	2023 Rates	increase
ELECTRICAL FEES		
Nightly Electric - under 55'	\$ 6.00	\$ -
Nightly Electric - over 55'	\$ 12.00	\$ -
Electric Connect Fee	\$ 33.00	\$ 1.50
Metered Electric/Base Fee	\$ 11.00 /mo + KWHs used	\$ -
Electric Charges @	\$ 0.1082 per KWH	\$ -
<i>(subject to change with utility increases) - INCR. EFF. 7/5/2024 TO \$0.1112</i>		
Non-metered Electrical	\$ 1.80 ft/mo	\$ 0.08
WINTER GUEST MONTHLY, based on availability <i>(Oct. 1 – Apr. 30:)</i>		
25' slip	\$ 303.93 /month*	\$ 13.37
27' slip	\$ 335.95 /month*	\$ 14.77
30' slip	\$ 379.88 /month*	\$ 16.71
34' slip	\$ 430.52 /month*	\$ 18.93
35' slip	\$ 461.51 /month*	\$ 20.30
40' slip	\$ 530.92 /month*	\$ 23.35
42' slip	\$ 557.49 /month*	\$ 24.52
45' slip	\$ 629.06 /month*	\$ 27.66
50' slip	\$ 729.94 /month*	\$ 32.10
Linear Rate Under 25'	\$ 12.15 /ft/mo*	\$ 0.53
Linear Rate 51'+	\$ 15.76 /ft/mo*	\$ 0.69
SUMMER GUEST MONTHLY, based on availability <i>(May 1 – Sept. 30:)</i>		
25' slip	\$ 370.24 /month*	\$ 16.28
27' slip	\$ 407.88 /month*	\$ 17.94
30' slip	\$ 461.38 /month*	\$ 20.29
34' slip	\$ 523.02 /month*	\$ 23.00
35' slip	\$ 563.00 /month*	\$ 24.76
40' slip	\$ 643.58 /month*	\$ 28.30
42' slip	\$ 676.15 /month*	\$ 29.74
45' slip	\$ 767.37 /month*	\$ 33.75
50' slip	\$ 853.25 /month*	\$ 37.52
Linear Rate Under 25'	\$ 14.80 /ft/mo*	\$ 0.65
Linear Rate 51'+	\$ 19.06 /ft/mo*	\$ 0.84
STORAGE ONLY		
Kayak or rowing shell storage	\$ 31.14 /mo*	\$ 1.37
Top rack kayak storage	\$ 23.06 /mo*	\$ 1.01
Dory on dock	\$ 74.96 /mo*	\$ 3.30
Wherry parking	\$ 47.07 /mo*	\$ 2.07
Mast-up on trailer storage	\$ 100.00 /mo*	
Also see Miscellaneous Rates and Fees for other fees that apply.		

Port of Port Townsend

2023 Rate Schedule - FINAL

YARD RATES

360.385.6211

Service Rates – Effective January 1, 2023

Approved by Port Commission on 11/09/2022

	2023 Rates
70/75 TON LIFTS	
31' or less	\$ 10.32 /ft**
32'-41'	\$ 11.47 /ft**
42'-51'	\$ 12.62 /ft**
52'-61'	\$ 13.76 /ft**
62'+	\$ 16.06 /ft**
Minimum Hoist	\$ 242.55 **
Off-Port Blocking (subject to Tarp Fee)	\$ 2.54 /ft/mo*, **
One-way Haul Out	75% RT or Min. Hoist**
One-way Launch	50% RT or Min. Hoist**
Re-block Fee	75% RT or Min. Hoist**
Inspections	Roundtrip Rate**
Hang Overnight	Roundtrip Rate + \$150.00
Owner Wash Down	\$ 2.54 /ft/30 minutes**
Port Wash Down	\$ 2.54 /ft/30 minutes** + Labor
Environmental Fee	\$ 0.83 /ft/haul/mo or min. \$21
Delay of Lift	\$ 74.97 /half hour
Labor Rate	\$ 76.07 /person/hour **
Overtime Rate & Call-in Labor Rate	\$ 114.66 /person/hour **

70/75 TON REPAIR STORAGE

Daily	\$ 0.82 /ft/day
Monthly	\$ 0.66 /ft/day*

Covered Storage

70' Covered Shed	\$ 75.00 /day*
Electrical Rate:	\$ 5.25 /day

Electrical Rate:

\$ 1.68 /day

(\$ applicable year-round) \$ 33.30 /mo*

300 TON TRAVEL LIFT

70' or less	\$ 20.49 /ft**
71'-89'	\$ 22.05 /ft**
90' or over	\$ 27.25 /ft**
Minimum Hoist	\$ 917.54 *

Off-Port Blocking (subject to Tarp Fee)	\$ 3.31 /ft/mo*, **
Trimaran hulls	150% RT or minimum**
One-way Haul Out/Reblock	75% RT or minimum**
Inspections	Roundtrip Rate**
Hang Overnight	Roundtrip Rate + \$150.00
Owner Wash Down	\$ 3.64 /ft/hr
Port Wash Down	\$ 3.64 /ft/hr* + Labor
Delay of Lift	\$ 74.97 /half hour
Labor Rate	\$ 76.07 /person/hour**
Overtime & Call-in Labor Rate	\$ 114.66 /person/hour**

300 TON REPAIR YARD

Daily	\$ 1.31 /ft/day
Monthly	\$ 1.06 /ft/day*

300 TON ELECTRIC

Metered Electric	\$ 5.00 /day + KWH
KWH (subject to utility increases)	\$ 0.1055

INCR. EFF. 7/5/2023 TO \$0.1082

Port of Port Townsend

2024 Rate Schedule - 1st DRAFT

YARD RATES

360.385.6211

Service Rates – Effective January 1, 2024

Approved by Port Commission on xx/xx/2023

4.6%

new or additions to current

removed or proposed removal

	2024 Rates	increase
70/75 TON LIFTS		
31' or less	\$ 10.79 /ft**	\$ 0.47
32'-41'	\$ 12.00 /ft**	\$ 0.53
42'-51'	\$ 13.20 /ft**	\$ 0.58
52'-61'	\$ 14.39 /ft**	\$ 0.63
62'+	\$ 16.80 /ft**	\$ 0.74
Minimum Hoist	\$ 260.00 **	\$ 17.45
Off-Port Blocking (subject to Tarp Fee)	\$ 2.66 /ft/mo*, **	\$ 0.12
One-way Haul Out	75% RT or Min. Hoist**	
One-way Launch	50% RT or Min. Hoist**	
Re-block Fee	75% RT or Min. Hoist**	
Inspections	Roundtrip Rate**	
Hang Overnight	Roundtrip Rate + \$150.00	\$ 150.00
Owner Wash Down	\$ 2.66 /ft/30 minutes	\$ 0.12
Port Wash Down	\$ 2.66 /ft/30 minutes** + Labor**	
Environmental Fee	\$ 1.00 /ft/haul/mo or min. \$25	\$ 0.17
Delay of Lift	\$ 79.00 /half hour	\$ 4.03
Labor Rate	\$ 80.00 /person/hour **	\$ 3.93
Overtime Rate & Call-in Labor Rate	\$ 120.00 /person/hour **	\$ 5.34

70/75 TON REPAIR STORAGE

Daily	\$ 0.86 /ft/day	\$ 0.04
Monthly	\$ 0.69 /ft/day*	\$ 0.03

Covered Storage:

70' Covered Shed	\$ 75.00 /day*	\$ -
Electrical Rate	\$ 5.49 /day	\$ 0.24

Trailer Vessel - non-working \$ 10.00 /ft/mo***Electrical Rate:**

\$ 2.00 /day \$ 0.32

(\$ applicable year-round) \$ 42.00 /mo* \$ 8.70

300 TON TRAVEL LIFT

70' or less	\$ 21.43 /ft**	\$ 0.94
71'-89'	\$ 23.06 /ft**	\$ 1.01
90' or over	\$ 28.50 /ft**	\$ 1.25
Minimum Hoist	\$ 960.00 *	\$ 42.46

Off-Port Blocking (subject to Tarp Fee)	\$ 3.46 /ft/mo*, **	\$ 0.15
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Trimaran hulls 150% RT or minimum**

One-way Haul Out/Reblock	75% RT or minimum**	
Inspections	Roundtrip Rate**	
Hang Overnight	Roundtrip Rate + \$150.00	\$ 150.00
Owner Wash Down	\$ 3.81 /ft/hr	\$ 0.17
Port Wash Down	\$ 3.81 /ft/hr** + Labor**	\$ 0.17
Delay of Lift	\$ 79.00 /half hour	\$ 4.03
Labor Rate	\$ 82.00 /person/hour**	\$ 5.93
Overtime & Call-in Labor Rate	\$ 120.00 /person/hour**	\$ 5.34

300 TON REPAIR YARD

Daily	\$ 1.37 /ft/day	\$ 0.06
Monthly	\$ 1.11 /ft/day*	\$ 0.05

300 TON ELECTRIC

Metered Electric	\$ 5.00 /day + KWH	\$ -
KWH (subject to utility increases)	\$ 0.1082	

INCR. EFF. 7/5/2024 TO \$0.1112

*12.84% WA State Leasehold Excise Tax (LHT) assessed in addition to Port charges for stays of 30 days or more. If stay exceeds 30 days, the LHT will be added to the first 29 days.

**Subject to 9.1% WA State Sales Tax

Port of Port Townsend

2023 Rate Schedule - FINAL

YARD RATES

360.385.6211

Service Rates – Effective January 1, 2023

Approved by Port Commission on 11/09/2022

OTHER STORAGE

Misc. Storage	\$	0.98	/sq ft/mo*
Mast Storage	\$	0.86	/sq ft/mo*
Bilge Water	\$	1.25	/gallon

TARP FEES (Off Port Property)

16 x 20	\$	26.40
20 x 30	\$	40.79
20 x 40	\$	51.82
30 x 40	\$	80.48
30 x 50	\$	115.76
40 x 60	\$	156.56

* 12.84% WA State Leasehold Excise Tax (LHT) assessed in addition to Port charges for stays of 30 days or more. If stay exceeds 30 days, the LHT will be added to the first 29 days.

** Subject to WA State Sales Tax of 9.1%

Port of Port Townsend

2024 Rate Schedule - 1st DRAFT

YARD RATES

360.385.6211

Service Rates – Effective January 1, 2024

Approved by Port Commission on xx/xx/2023

4.6%

new or additions to current

removed or proposed removal

OTHER FEES

Misc. Workyard Storage	\$	1.03	/sq ft/mo*
Mast Storage	\$	0.90	/sq ft/mo*
Bilge Water	\$	1.25	/gallon

TARP FEES (Off Port Property)

16 x 20	\$	28.00
20 x 30	\$	43.00
20 x 40	\$	54.00
30 x 40	\$	84.00
30 x 50	\$	121.00
40 x 60	\$	164.00

* 12.84% WA State Leasehold Excise Tax (LHT) assessed in addition to Port charges for stays of 30 days or more. If stay exceeds 30 days, the LHT will be added to the first 29 days.

** Subject to WA State Sales Tax of 9.1%

Port of Port Townsend	
2023 Rate Schedule - FINAL	
POINT HUDSON	
360.385.2828	
Service Rates – Effective January 1, 2023	
Approved by Port Commission on 11/09/2022	
MOORAGE RATE IS BASED ON OVERALL LENGTH OR SLIP LENGTH, WHICHEVER IS GREATER.	
	2023 Rates
YEAR-ROUND NIGHTLY MOORAGE	
Vessels under 18' in width	\$ 1.57 /ft/nt
Overwide Vessels (18'+)	\$ 2.16 /ft/nt
TEMPORARY TIE-UP (up to 4 hours)	
Boats under 35'	\$ 15.00
Boats over 35'	\$ 25.00
WINTER MONTHLY MOORAGE (October 1 – April 30)	
25' slip	\$ 290.56 /mo*
27' slip	\$ 321.17 /mo*
30' slip	\$ 363.18 /mo*
35' slip	\$ 441.21 /mo*
40' slip	\$ 507.57 /mo*
45' slip	\$ 601.39 /mo*
50' slip	\$ 697.83 /mo*
Linear Rate Under 25'	\$ 11.61 /ft/mo*
Linear Rate 51'+	\$ 15.07 /ft/mo*
LIMITED ACCESS MOORAGE	\$ 8.73 /ft/mo*
UNDESIRABLE MOORAGE	\$ 7.10 /ft/mo*
BUSINESS MOORAGE same as Boat Haven permanent rate /ft/mo*	
STORAGE ONLY	
Kayak or rowing shell storage	\$ 29.77 /mo*
Top rack kayak storage	\$ 22.05 /mo*
Dory on dock	\$ 71.66 /mo*
FEES	
Reservation Fee	\$ 11.50 /reservation
Live-aboard Fee	\$ 105.00 /mo*
Live-aboard Background Check Fee	\$ 63.00
Commercial Vessel Passenger Fee - See Miscellaneous Rates	
*12.84% WA State Leasehold Excise Tax (LHT) assessed in addition to Port charges for stays of 30 days or more. If stay exceeds 30 days, the LHT will be added to the first 29 days.	
1. Sales Tax of 9.1% and Hotel/Motel Tax of 2%	

Port of Port Townsend		
2024 Rate Schedule - 1st DRAFT		
POINT HUDSON		4.6%
360.385.2828		
Service Rates – Effective January 1, 2024		
Approved by Port Commission on xx/xx/2023		
MOORAGE RATE IS BASED ON OVERALL LENGTH OR SLIP LENGTH, WHICHEVER IS GREATER.		new or additions to current removed or proposed removal
	2024 Rates	increase
<u>YEAR-ROUND NIGHTLY MOORAGE</u>		
Vessels under 18' in width	\$ 1.64 /ft/nt	\$ 0.07
Overwide Vessels (18'+)	\$ 2.26 /ft/nt	\$ 0.10
<u>TEMPORARY TIE-UP</u> (up to 4 hours)		
Boats 35' and under	\$ 15.00	\$ -
Boats over 35'	\$ 25.00	\$ -
<u>WINTER MONTHLY MOORAGE</u> (October 1 – April 30)		
25' slip	\$ 303.93 /mo*	\$ 13.37
27' slip	\$ 335.94 /mo*	\$ 14.77
30' slip	\$ 379.89 /mo*	\$ 16.71
35' slip	\$ 461.51 /mo*	\$ 20.30
40' slip	\$ 530.92 /mo*	\$ 23.35
45' slip	\$ 629.05 /mo*	\$ 27.66
50' slip	\$ 729.93 /mo*	\$ 32.10
Linear Rate Under 25'	\$ 12.14 /ft/mo*	\$ 0.53
Linear Rate 51'+	\$ 15.76 /ft/mo*	\$ 0.69
<u>LIMITED ACCESS MOORAGE</u>	\$ 9.13 /ft/mo*	\$ 0.40
<u>UNDESIRABLE MOORAGE</u>	\$ 7.43 /ft/mo*	\$ 0.33
<u>BUSINESS MOORAGE</u> same as Boat Haven permanent rate /ft/mo*		
<u>STORAGE ONLY</u>		
Kayak or rowing shell storage	\$ 31.14 /mo*	\$ 1.37
Top rack kayak storage	\$ 23.06 /mo*	\$ 1.01
Dory on dock	\$ 74.96 /mo*	\$ 3.30
<u>FEES</u>		
Reservation Fee	\$ 11.50 /reservation	\$ -
Live-aboard Fee	\$ 110.00 /mo*	\$ 5.00
Live-aboard Background Check Fee	\$ 63.00	\$ -
Commercial Vessel Passenger Fee - See Miscellaneous Rates		
*12.84% WA State Leasehold Excise Tax (LHT) assessed in addition to Port charges for stays of 30 days or more. If stay exceeds 30 days, the LHT will be added to the first 29 days.		
1. Sales Tax of 9.1% and Hotel/Motel Tax of 2%		

Port of Port Townsend

2023 Rate Schedule - FINAL

POINT HUDSON

360.385.2828

Service Rates – Effective January 1, 2023

Approved by Port Commission on 11/09/2022

MOORAGE RATE IS BASED ON OVERALL LENGTH
OR SLIP LENGTH, WHICHEVER IS GREATER.

2023 Rates

ELECTRICAL FEES

Nightly Electric	\$	6.00
Nightly Electric over 55'	\$	12.00
Electric Connect Fee	\$	31.50
Electric Base Fee + KWHs Used	\$	11.00 /mo
Electric Charges @	\$	0.1055 /KWH
<i>(subject to change w/utility rate increases) INCR. EFF. 7/5/2023 TO \$0.1082</i>		
Non-metered Electrical	\$	1.72 /ft/mo

RV PARK – SUMMER (May 1 – September 30)

Nightly – Premium Waterfront	\$	70.35	\$	80.85
Nightly - Hookup	\$	58.80	\$	69.30

RV PARK – WINTER (October 1 – April 30)

Nightly – Premium Waterfront	\$	47.93	\$	58.43
Nightly - Hookup	\$	42.32	\$	50.71

RV PARK – WINTER GUEST MONTHLY

Oct. 1 to June 1, back row only	\$	699.30 /month*
Nov. 1 to Apr. 1, front row	\$	793.80 /month*

RV PARK – YEAR ROUND

Back Row	\$	50.72 /night ¹
Dry Camp	\$	36.38 /night ¹
Extra Vehicle in RV Space	\$	6.83 /night
RV Holding Tank Dump Fee	\$	13.00

EVENT PARKING - "Back 40 Lot"

Daily:	\$	7.35 /day
Weekly:	\$	34.65 /week
Monthly:	\$	78.75 /month*

"Landfall Site" Parking (next to Puget Sound Express):

Daily (April 1–September 30):	\$	11.00 /day
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*12.84% WA State Leasehold Excise Tax (LHT) assessed in addition to Port charges for stays of 30 days or more. If stay exceeds 30 days, the LHT will be added to the first 29 days.

1. Sales Tax of 9.1% and Hotel/Motel Tax of 2%

Port of Port Townsend

2024 Rate Schedule - 1st DRAFT

POINT HUDSON

4.6%

360.385.2828

Service Rates – Effective January 1, 2024

Approved by Port Commission on xx/xx/2023

MOORAGE RATE IS BASED ON OVERALL LENGTH
OR SLIP LENGTH, WHICHEVER IS GREATER.new or additions to current
removed or proposed removal

2024 Rates

increase

ELECTRICAL FEES

Nightly Electric	\$	6.00	\$	-
Nightly Electric over 55'	\$	12.00	\$	-
Electric Connect Fee	\$	33.00	\$	1.50
Electric Base Fee + KWHs Used	\$	11.00 /mo	\$	-
Electric Charges @	\$	0.1082 /KWH		
<i>(subject to change w/utility rate increases) INCR. EFF. 7/5/2024 TO \$0.1112</i>				
Non-metered Electrical	\$	1.80 /ft/mo	\$	0.08

RV PARK – SUMMER (May 1 – September 30)

Nightly – Premium Waterfront (range) ¹	\$	73.00	\$	86.00	\$6.00	\$9.00
Nightly - Hookup (range) ¹	\$	61.00	\$	75.00	\$5.00	\$9.00

RV PARK – WINTER (October 1 – April 30)

Nightly – Premium Waterfront (range) ¹	\$	50.00	\$	62.00	\$4.35	\$6.35
Nightly - Hookup (range) ¹	\$	44.00	\$	53.00	\$3.70	\$4.70

RV PARK – WINTER GUEST MONTHLY

Oct. 1 to April 30, back row loop	\$	731.47 /month*	\$	32.17
Nov. 1 to March 31, front row loop	\$	830.31 /month*	\$	36.51

RV PARK – YEAR-ROUND

	\$	53.05 /night ¹	\$	2.33
Dry Camp Partial Hookup	\$	38.05 /night ¹	\$	1.67
Extra Vehicle in RV Space	\$	7.14 /night	\$	0.31
RV Holding Tank Dump Fee	\$	15.00	\$	2.00

PARKING - BACK 40

Daily	\$	10.00 /day	\$	2.65
Weekly	\$	40.00 /week	\$	5.35
Monthly	\$	100.00 /month*	\$	21.25

"Landfall Site" Parking (next to Puget Sound Express):

Daily year-round	\$	12.00 /day	\$	1.00
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*12.84% WA State Leasehold Excise Tax (LHT) assessed in addition to Port charges for stays of 30 days or more. If stay exceeds 30 days, the LHT will be added to the first 29 days.

1. Sales Tax of 9.1% and Hotel/Motel Tax of 2%

Port of Port Townsend	
2023 Rate Schedule - FINAL	
HERB BECK MARINA - QUILCENE	
360.765.3131 or 360.385.6211	
Service Rates – Effective January 1, 2023	
Approved by Port Commission on 11/10/2021	
MOORAGE RATE IS BASED ON OVERALL LENGTH OR SLIP LENGTH, WHICHEVER IS GREATER.	
	2023 Rates
NIGHTLY MOORAGE	\$ 1.00 ft/nt
TEMPORARY TIE-UP	\$ 7.00
	\$ 13.00 over 35'
PERMANENT MOORAGE	<i>6 month Minimum</i>
Up to 26 ft.	\$ 7.55 ft/mo*
27-29 ft.	\$ 8.14 ft/mo*
30-34 ft.	\$ 8.70 ft/mo*
35-39 ft.	\$ 9.31 ft/mo*
40-50 ft.	\$ 10.47 ft/mo*
Limited Access – Up to 18'	\$ 5.24 ft/mo*
GUEST MONTHLY	<i>1 mo. min. - 6 month max</i>
Up to 26 ft.	\$ 9.35 ft/mo*
27-29 ft.	\$ 10.08 ft/mo*
30-34 ft.	\$ 10.78 ft/mo*
35-39 ft.	\$ 11.53 ft/mo*
40-50 ft.	\$ 12.96 ft/mo*
ELECTRICAL FEES	
Nightly Electric	\$ 6.00
over 55'	\$ 12.00
Connect Fee	\$ 31.50
Base Electric Fee	\$ 11.00 /mo
Metered Electric @	\$ 0.1055 per KWH
(subject to change with utility rate increase) INCR. EFF. 7/5/2023 TO \$0.1082	
WATER FEES	
Residential	
Base	\$ 40.83
Usage - Tier I (0-5,000 gal.) per 100 gallons	\$ 0.36 per gallon
Usage - Tier II (5,001-10,000 gal.), per 100 gal.	\$ 0.50 per gallon
Commercial	
Base	\$ 40.83
Usage - per 100 gallons	\$ 0.50 per gallon
(subject to change with utility rate increase)	
LAUNCH RAMP	
Launch ramp fee	\$ 15.00 per day**
(Daily Launch pass includes 1 day of boat trailer parking)	
Annual Ramp Pass (Rolling Calendar)	\$ 105.00 per year**
**Free with verified DVA determination	
STORAGE	
Empty Boat Trailer	
Daily	\$ 7.35
Weekly	\$ 34.65
Monthly	\$ 78.75
Kayak/ Rowing Shell*	\$ 29.77
Top Rack Kayak/ Rowing Shell*	\$ 22.05
* 12.84% WA State Leasehold Excise Tax (LHT) assessed in addition to Port charges for stays of 30 days or more. If stay exceeds 30 days, the LHT will be added to the first 29 days.	
** Subject to WA State Sales Tax of 9.1%	

Port of Port Townsend		
2024 Rate Schedule - 1st DRAFT		
HERB BECK MARINA - QUILCENE	4.6%	
360.765.3131 or 360.385.6211		
Service Rates – Effective January 1, 2024		
Approved by Port Commission on xx/xx/2023		
MOORAGE RATE IS BASED ON OVERALL LENGTH OR SLIP LENGTH, WHICHEVER IS GREATER.		
	2024 Rates	increase
NIGHTLY MOORAGE	\$ 1.00 ft/nt	\$ -
TEMPORARY TIE-UP	\$ 7.00	\$ -
	\$ 13.00 over 35'	\$ -
<u>PERMANENT MOORAGE</u>	6 month Minimum	
26 ft. and under	\$ 7.90 ft/mo*	\$ 0.35
27-29 ft.	\$ 8.51 ft/mo*	\$ 0.37
30-34 ft.	\$ 9.10 ft/mo*	\$ 0.40
35-39 ft.	\$ 9.74 ft/mo*	\$ 0.43
40-50 ft.	\$ 10.95 ft/mo*	\$ 0.48
Limited Access – Up to 18'	\$ 5.48 ft/mo*	\$ 0.24
<u>GUEST MONTHLY</u>	1 mo. min. - 6 month max	
Up to 26 ft.	\$ 9.78 ft/mo*	
27-29 ft.	\$ 10.54 ft/mo*	
30-34 ft.	\$ 11.28 ft/mo*	
35-39 ft.	\$ 12.06 ft/mo*	
40-50 ft.	\$ 13.56 ft/mo*	
<u>ELECTRICAL FEES</u>		
Nightly Electric	\$ 6.00	\$ -
over 55'	\$ 12.00	\$ -
Connect Fee	\$ 33.00	\$ 1.50
Base Electric Fee	\$ 11.00 /mo	\$ -
Metered Electric @	\$ 0.1029 per KWH	
(subject to change with utility rate increase) INCR. EFF. 7/5/2023 TO \$0.1082		
<u>WATER FEES</u>		
Residential		
Base	\$ 42.61	\$ 1.78
Usage - Tier I (0-5,000 gal.)	\$ 0.38 /100 gallons	\$ 0.02
Usage - Tier II (5,001-10,000 gal.)	\$ 0.52 /100 gallons	\$ 0.02
Commercial		
Base	\$ 42.61	\$ 1.78
Usage	\$ 0.52 /100 gallons	\$ 0.02
(subject to change with utility rate increase)		
<u>LAUNCH RAMP</u>		
Launch ramp fee	\$ 15.00 per day**	\$ -
(Daily Launch pass includes 1 day of boat trailer parking)		
Annual Ramp Pass (Rolling Calendar)	\$ 105.00 per year**	\$ -
**Free with verified DVA determination		
<u>STORAGE</u>		
Empty Boat Trailer		
Daily	\$ 8.00	\$ 0.65
Weekly	\$ 40.00	\$ 5.35
Monthly	\$ 100.00	\$ 21.25
Kayak/ Rowing Shell*	\$ 31.14	\$ 1.37
Top Rack Kayak/ Rowing Shell*	\$ 23.06	\$ 1.01
* 12.84% WA State Leasehold Excise Tax (LHT) assessed in addition to Port charges for stays of 30 days or more. If stay exceeds 30 days, the LHT will be added to the first 29 days.		
** Subject to WA State Sales Tax of 9.1%		

*12.84% WA State Leasehold Excise Tax (LHT) assessed in addition to Port charges for stays of 30 days or more. If stay exceeds 30 days, the LHT will be added to the first 29 days.

**Subject to 9.1% WA State Sales Tax

Port of Port Townsend
2023 Rate Schedule - **FINAL**

**JEFFERSON COUNTY
INTERNATIONAL AIRPORT**

360.385.6211

Service Rates – Effective January 1, 2023
Approved by Port Commission on 11/09/2022

	2023 Rates
Prevailing Ground Lease Rate	\$ 0.08 /sq ft/mo*
TIE-DOWNS	
Overnight	\$ 10.00
Monthly Grass	\$ 47.00 *
Annual Grass (<i>must pay in advance</i>)	\$ 485.00 *
Monthly Paved	\$ 65.00 *
Monthly Hangar	\$ 263.00 *
Commercial Landing Fee	\$ 0.34
/1000 # of max loaded gross weight	
VEHICLE PARKING	
Weekly (7 or more days)	\$ 35.00 1.
(rate includes WA State Sales Tax)	
Monthly	\$ 80.00 *
(rate includes Leasehold Tax)	
Annual	\$ 420.00 *

* 12.84% WA State Leasehold Excise Tax (LHT) assessed in addition to Port charges for stays of 30 days or more. If stay exceeds 30 days, the LHT will be added to the first 29 days.

1. Subject to WA State Sales Tax of 9.1%

Port of Port Townsend
2024 Rate Schedule - **1st DRAFT**

**JEFFERSON COUNTY
INTERNATIONAL AIRPORT**

4.6%

new or additions to current
removed or proposed removal

360.385.6211

Service Rates – Effective January 1, 2024
Approved by Port Commission on xx/xx/2023

	2024 Rates	increase
Prevailing Ground Lease Rate	\$ 0.08 /sq ft/mo*	\$ -
TIE-DOWNS		
Overnight	\$ 10.00	\$ -
Monthly Grass	\$ 50.00 *	\$ 3.00
Annual Grass (<i>must pay in advance</i>)	\$ 510.00 *	\$ 25.00
Monthly Paved	\$ 68.00 *	\$ 3.00
Monthly Hangar	\$ 275.00 *	\$ 12.00
Commercial Landing Fee	\$ 0.36	\$ 0.02
/1000 # of max loaded gross weight		
VEHICLE PARKING		
Weekly (7 or more days)	\$ 35.00 1.	\$ -
(rate includes WA State Sales Tax)		
Monthly	\$ 80.00 *	\$ -
(rate includes Leasehold Tax)		
Annual	\$ 420.00 *	\$ -

* 12.84% WA State Leasehold Excise Tax (LHT) assessed in addition to Port charges for stays of 30 days or more. If stay exceeds 30 days, the LHT will be added to the first 29 days.

1. Subject to WA State Sales Tax of 9.1%

*12.84% WA State Leasehold Excise Tax (LHT) assessed in addition to Port charges for stays of 30 days or more. If stay exceeds 30 days, the LHT will be added to the first 29 days.

**Subject to 9% WA State Sales Tax.

Port of Port Townsend 2023 Rate Schedule - FINAL		Port of Port Townsend 2024 Rate Schedule - 1st DRAFT		
UNION WHARF, CITY DOCK & EVENT FACILITIES		UNION WHARF, CITY DOCK & EVENT FACILITIES		4.6%
360-385-2828 or 360-385-6211		360-385-2828 or 360-385-6211		new or additions to current removed or proposed removal
Service Rates – Effective January 1, 2023 Approved by Port Commission on 11/09/2022		Service Rates – Effective January 1, 2024 Approved by Port Commission on xx/xx/2023		
	2023 Rates		2024 Rates	increase
<u>NIGHTLY MOORAGE (3 night maximum stay)</u>		<u>NIGHTLY MOORAGE (3 night maximum stay)</u>		
Vessels up to 35'	\$ 31.00 /night	Vessels under 35'	\$ 35.00 /night	\$ 4.00
Vessels 35'-79'	\$ 47.00 /night	Vessels 35'-79'	\$ 50.00 /night	\$ 3.00
Vessels over 80' (Union Wharf only, advanced notice required)	\$ 2.10 /ft/nt	Vessels over 80' (Union Wharf only, advanced notice required)	\$ 2.20 /ft/nt	\$ 0.10
<u>TEMPORARY TIE-UP (up to 4 hours)</u>		<u>TEMPORARY TIE-UP (up to 4 hours)</u>		
Under 35' length	\$ 10.00	Under 35'	\$ 10.00	\$ -
Over 35' length	\$ 20.00	35' and over	\$ 20.00	\$ -
<u>COMMERCIAL VESSEL PASSENGER FEES</u> - See Miscellaneous Rates		<u>COMMERCIAL VESSEL PASSENGER FEES</u> - See Miscellaneous Rates		
<u>EVENT FACILITIES RENTAL – UNION WHARF & CITY DOCK</u>		<u>EVENT FACILITIES RENTAL – UNION WHARF OR CITY DOCK</u>		
Daily Rental Fee ¹	\$ 345.00 /day	Daily Rental Fee ¹	\$ 361.00 /day	\$ 16.00
<u>EVENT FACILITIES -POINT HUDSON MARINA ROOM</u>		<u>EVENT FACILITIES -POINT HUDSON MARINA ROOM</u>		
Daily ¹ Rental Fee	\$ 150.00 /day	Daily Rental Fee ¹	\$ 157.00 /day	\$ 7.00
<u>EVENT FACILITIES - Point Hudson Pavillion</u>		<u>EVENT FACILITIES - Point Hudson Pavillion</u>		
5 Hour Rental	\$ 500.00	5 Hour Rental	\$ 500.00	\$ -
Full Day 8am-11pm	\$ 1,000.00	Daily Rental Fee ¹	\$ 1,000.00	\$ -
Damage & Cleaning Deposit (refundable) (All Pavilion rental rates for RV & Yacht groups 50%)	\$ 500.00	Damage & Cleaning Deposit (refundable) (All Pavilion rental rates for RV & Yacht Clubs 50%)	\$ 500.00	\$ -
¹ 8:00 a.m. to 11:00 p.m.		¹ 8:00 a.m. to 11:00 p.m.		

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**Subject to 9% WA State Sales Tax.

Port of Port Townsend 2023 Rate Schedule - FINAL			Port of Port Townsend 2024 Rate Schedule - 1st DRAFT					
MISCELLANEOUS RATES & FEES			MISCELLANEOUS RATES & FEES			4.6%	new or additions to current removed or proposed removal	
Service Rates – Effective January 1, 2023 Approved by Port Commission on 11/10/2022			Service Rates – Effective January 1, 2024 Approved by Port Commission on xx/xx/2023					
PORT LABOR RATES & FEES			PORT LABOR RATES & FEES				change	
Port Labor Rate	\$ 76.07	/hr/person	Port Labor Rate	\$ 80.00	/hr/person		\$ 3.93	
Overtime Labor Rate	\$ 114.66	/hr/person	Overtime Labor Rate	\$ 120.00	/hr/person		\$ 5.34	
Docking Fee	\$ 2.50	/ft/day	Docking Fee	\$ 2.62	/ft/day		\$ 0.12	
Relocate Vessel by Hand	\$ 86.00		Relocate Vessel by Hand	\$ 89.96			\$ 3.96	
Relocate Vessel w/ Port Skiff	\$ 173.09		Relocate Vessel w/ Port Skiff	\$ 181.05			\$ 7.96	
Emergency Pumps	\$ 144.43		Emergency Pumps	\$ 151.07			\$ 6.64	
Bail Skiff Fee	\$ 58.43		Bail Skiff Fee	\$ 61.12			\$ 2.69	
MISCELLANEOUS RATES & FEES			MISCELLANEOUS RATES & FEES					
Miscellaneous Storage (with agreement)	\$ 0.27	/sq ft*	Misc. Storage on leased prop. w/agmt	\$ 0.28	/sq ft*		\$ 0.01	
Mini Storage Units	\$ 1.17	/sq ft/mo*	Mini Storage Units	\$ 1.22	/sq ft/mo*		\$ 0.05	
Food Truck Rate (may be subject to tax)	\$ 39.69	/day	Food Truck Rate (may be subject to tax)	\$ 41.52	/day		\$ 1.83	
Commercial Vessel Pass. Fee (payable monthly in season)	\$ 1.21	/person	Commercial Vessel Pass. Fee (payable monthly in season)	\$ 1.27	/person		\$ 0.06	
Kayak or Rowing Shell	\$ 29.77	/mo*	Kayak or Rowing Shell	\$ 31.14	/mo*	Listed on location specific rate cards.		
Top rack kayak or rowing shell	\$ 22.05	/mo*	Top rack kayak or rowing shell	\$ 23.06	/mo*			
Wherry Parking - Boat Haven	\$ 45.00	/mo*	Wherry Parking - Boat Haven	\$ 47.07	/mo*			
WORK FLOAT MOORAGE/LIFT PIER ACCESS (Reserve with Yard Office)			WORK FLOAT MOORAGE/LIFT PIER ACCESS (Reserve with Yard Office)					
Daily Rate, includes Top Side Access	\$ 2.37	/ft/day, \$50 min	Daily Rate, includes Top Side Access	\$ 2.48	/ft/day, \$50 min		\$ 0.11	
Lift Pier Access/Top Side Usage	\$ 55.13	2 hours	Lift Pier Access/Top Side Usage	\$ 57.67	2 hours		\$ 2.54	
LAUNCH RAMP			LAUNCH RAMP					
Daily Pass (includes 1 day of boat trailer parking)	\$ 15.00		Daily Pass (includes 1 day of boat trailer parking)	\$ 15.00			\$ -	
Annual Pass (Rolling Calendar) (free with DAV determination)	\$ 105.00	/year	Annual Pass (Rolling Calendar) (free with DAV determination)	\$ 105.00	/year		\$ -	
COMMERCIAL TRUCK FEE			COMMERCIAL TRUCK FEE					
Daily	\$ 210.00	**	Daily	\$ 220.00	**		\$ 10.00	
Monthly	\$ 630.00	**	Monthly	\$ 660.00	**		\$ 30.00	
Annual (Rolling Calendar)	\$ 1,590.00	**	Annual (Rolling Calendar)	\$ 1,660.00	**		\$ 70.00	
PORT HADLOCK DOCK-DINGHY/SKIFF TIE-UP			PORT HADLOCK DOCK-DINGHY/SKIFF TIE-UP					
Dock	\$ 28.67	Monthly	Dock	\$ 30.00	Monthly		\$ 1.33	\$ 8.52
Beach	\$ 23.15	Annual	Beach	\$ 25.00	Annual		\$ 1.85	\$ 6.36

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**Subject to 9.1% WA State Sales Tax.

Port of Port Townsend 2023 Rate Schedule - FINAL				Port of Port Townsend 2024 Rate Schedule - 1st DRAFT						
MISCELLANEOUS RATES & FEES				MISCELLANEOUS RATES & FEES				4.6%		
Service Rates – Effective January 1, 2023				Service Rates – Effective January 1, 2024				new or additions to current		
Approved by Port Commission on 11/10/2022				Approved by Port Commission on xx/xx/2023				removed or proposed removal		
	1st Offense	2nd Offense	3rd Offense		1st Offense	2nd Offense	3rd Offense			
VIOLATION FEES				VIOLATION FEES						
Best Management Practices	\$ 210.00	\$ 525.00	\$ 1,050.00	Best Management Practices	\$ 220	\$ 550	\$ 1,100	\$ 10.00	\$ 25.00	\$ 50.00
Chain-up Fee	\$ 157.50	\$ 262.50	\$ 420.00	Chain-up Fee	\$ 165	\$ 275	\$ 440	\$ 7.50	\$ 12.50	\$ 20.00
Impound Fee	\$ 210.00	\$ 315.00	\$ 525.00	Impound Fee	\$ 220	\$ 330	\$ 550	\$ 10.00	\$ 15.00	\$ 25.00
Non-payment of Parking	\$ 31.50	\$ 105.00		Non-payment of Parking	\$ 32.95	\$ 109.83				
Illegal Garbage Dump	\$ 375.00	/occurrence		Illegal Garbage Dump	\$ 375	/occurrence		\$ -		
Late Payment	\$ 25.00	min. or 5%		Late Payment	\$ 25	min. or 5%		\$ -		
NSF Check	\$ 50.00	/occurrence		NSF Check	\$ 50	/occurrence		\$ -		
WAIT LIST FEES				WAIT LIST FEES						
Sign-up Fee	\$ 100.00			Sign-up Fee	\$ 100.00			\$ -		
Renewal Fee or Pass Fee	\$ 50.00			Renewal Fee or Pass Fee	\$ 50.00			\$ -		
GOODS & AMENITIES				GOODS & AMENITIES						
Notary Service	\$ 13.00			Cost for Port goods and merchandise as established by staff.				\$ -		
Laundry Soap	\$ 1.00	/ea**		Laundry Soap	\$ 1.75	/ea**		\$ 0.75		
Dryer Sheets	\$ 1.00	/ea**		Dryer Sheets	\$ 1.75	/ea**		\$ 0.75		
	Wash	Dry			Wash	Dry				
Laundry	\$ 2.75	\$ 2.00		Laundry	\$ 2.75	\$ 2.00		\$ -		
	90 sec.	3 mins.			90-sec.	3-mins.				
Showers	25c	50c		Showers	25c	50c				
RESTROOM/LAUNDRY KEY FOBS (tenants only)				RESTROOM/LAUNDRY KEYS & FOBS (tenants only)						
1st Fob issued	\$ 10.50			1st Fob issued	\$ 11.00			\$ 0.50		
2nd Fob issued (max. of 2)	\$ 26.25	each		2nd Fob issued (max. of 2)	\$ 27.50	each		\$ 1.25		
Replacement, Additional bldg. keys	\$ 26.25	each		Replacement fob, addtl bldg keys	\$ 27.50	each		\$ 1.25		
LEASE & LICENSE FEES				LEASE & LICENSE FEES						
Lease Assignment Review & Approval	\$ 288.75			Lease Assignment Review & Approval	\$ 302.00			\$ 13.25		
Use License preparation fee	\$ 105.00			Use License preparation fee	\$ 110.00			\$ 5.00		
Use License	varies by location, space & duration			Use License	varies by location, space, and duration					
Pay or Vacate Legal Notices	\$ 250.00			Pay or Vacate Legal Notices	\$ 260.00			\$ 10.00		
				Notary Service (moved from above)	\$ 13.00			\$ -		
* 12.84% WA State Leasehold Excise Tax (LHT) assessed in addition to Port charges for stays of 30 days or more. If stay exceeds 30 days, the LHT will be added to the first 29 days.				* 12.84% WA State Leasehold Excise Tax (LHT) assessed in addition to Port charges for stays of 30 days or more. If stay exceeds 30 days, the LHT will be added to the first 29 days.						
** Subject to WA State Sales Tax of 9.1%				** Subject to WA State Sales Tax of 9.1%						

*12.84% WA State Leasehold Excise Tax (LHT) assessed in addition to Port charges for stays of 30 days or more. If stay exceeds 30 days, the LHT will be added to the first 29 days.

**Subject to 9.1% WA State Sales Tax.

MEETING DATE	September 27, 2023
AGENDA ITEM	<input type="checkbox"/> Consent <input type="checkbox"/> First Reading <input type="checkbox"/> Second Reading <input checked="" type="checkbox"/> Regular Business
AGENDA TITLE	VII. C. RESOLUTION 797-23 – ADOPTING OBJECTIVES TO GUIDE THE SHORT FARM PLANNING PROCESS; ADOPTING A FARM PLANNING PROCESS AND SCHEDULE; AND ESTABLISHING A STEERING COMMITTEE TO DEVELOP THE FARM PLAN
STAFF LEAD	Eric Toews, Deputy Director
REQUESTED	<input checked="" type="checkbox"/> Action <input type="checkbox"/> Discussion
ATTACHMENTS	<ul style="list-style-type: none"> A. Resolution No. 797-23 B. Exhibit A – Short Farm Steering Committee Application C. Exhibit B – Scope of Services – Port of Port Townsend Graduate Student Assistance with Short Farm Planning Process

RESOLUTION NO. 797-23

A Resolution of the Commission of the Port of Port Townsend

ADOPTING OBJECTIVES TO GUIDE THE SHORT FARM PLANNING PROCESS; ADOPTING A FARM PLANNING PROCESS AND SCHEDULE; AND ESTABLISHING A “SHORT FARM STEERING COMMITTEE” (FSC) TO DEVELOP THE “FARM PLAN”.

WHEREAS, the Port of Port Townsend (the Port) is a municipal corporation established in 1924 under Title 53 of the Revised Code of Washington; and

WHEREAS, consistent with the authority provided under RCW 53.08.020, the Port has acquired the 253-acre Short Family Farm in Chimacum, Washington, with the intent of developing and maintaining on-site infrastructure and establishing uses of the property that will help support, sustain, and expand agriculture in Jefferson County; and

WHEREAS, the Commission has concluded that a Farm Plan is necessary to provide a clear vision and implementation actions to guide the Port’s future development and use of the property in a manner that is responsive to the needs of the local ag community; and

WHEREAS, the Commission wishes to memorialize foundational goals for the effort to ensure that the Farm Plan advances the public interest and the Port’s financial needs;

WHEREAS, the Commission desires to retain the special assistance of master’s degree students and faculty from the University of Washington’s Department of Urban Design (UW) to facilitate the planning effort and to effectively involve interested citizens and local subject matter experts in developing a Farm Plan to guide future development and use of the property;

WHEREAS, the Commission wishes to formalize the size, composition, and method of appointment of a Farm Steering Committee to work with UW students and faculty to develop the Farm Plan;

WHEREAS, the Commission desires to affirm its commitment to sustaining a high level of community engagement to build and sustain public trust and better inform its decision-making; and

WHEREAS, the Commission reviewed a Draft 2024 Short Farm Planning Process work plan and tentative schedule at its September 13, 2023 Workshop; and

WHEREAS, the Commission finds that adopting foundational goals for the effort, retaining the UW to facilitate the planning process, and formally appointing a Farm Steering Committee to develop the Farm Plan will further the public health, safety and welfare,

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

1. **Findings:** The recitals above are incorporated into this resolution as findings.
2. **Adoption of Planning Process Objectives:** The Commission desires that the Farm Steering Committee established under section 3, below, have broad latitude in developing a blueprint for future development and use of the Short Farm, ensuring that the Farm Plan achieve the following key objectives:
 - 2.1 The Plan must tangibly benefit local farmers and help to support, sustain, and expand agricultural production in Jefferson County.
 - 2.2 The Plan must materially improve environmental conditions and habitat functions and values, especially for anadromous fish.
 - 2.3 Port direct investments in the Short Farm should achieve the Port's standard rate of a return of 9.5% (e.g., a \$500,000 investment would require a return of \$47,500 per annum).
 - 2.4 The Farm Plan ("the Plan") should be consistent with all existing land use policy and regulatory requirements as well as applicable deed restrictions.
3. **Short Farm Steering Committee Established:** The Port Commission hereby establishes a Short Farm Steering Committee, hereinafter referred to as the "FSC" or "steering committee".
4. **Role and Responsibility:** Consistent with the Planning Objectives set forth in Section 2, hereinabove, the role of the FSC shall be to develop a Farm Plan to guide future development and use of the Short Family Farm, as well as habitat and stream restoration activities. To this end, the FSC shall work with Port staff and the students and faculty of the UW to prepare a planning document with recommended implementation steps to be transmitted to the Port Commission.
5. **Farm Steering Committee Composition:** The FSC shall consist of nine (9) members formally appointed by the Port Commission as set forth in Section 6, below. The FSC shall be comprised as follows:
 - 5.1 One (1) member representing the Jefferson LandWorks Collaborative (LandWorks Collaborative).
 - 5.2 One (1) member representing the Jefferson County Conservation District (JCCD).
 - 5.3 One (1) member representing the North Olympic Salmon Coalition (NOSC).

- 5.4** Six (6) members representing the Jefferson County agricultural sector (e.g., farmers).
- 6. Method of FSC Appointment:** The three (3) members representing the LandWorks Collaborative, JCCD, and NOSC shall be appointed by the Port's Executive Director. The six (6) members representing the agricultural sector shall be appointed as follows:
- a. Port staff shall solicit applications from persons interested in serving on the FSC (see Exhibit "A"); and
 - b. Applications received by Friday, November 10, 2023, will be reviewed by Commissioners, with each Commissioner appointing two (2) steering committee members; and
 - c. The Farm Steering Committee appointees will be announced at the Commission's November 21, 2023 regular meeting.
- 7. UW to Provide Planning Process Assistance:** The Port is engaging graduate students from the University of Washington Urban Design and Planning Program (UW) to assist the FSC and Port staff with visioning, community engagement, meeting facilitation, and development of a preferred Farm Plan alternative for ratification by the Commission. The planning process is anticipated to span from the autumn of 2023 through early summer of 2024. The process and schedule will be substantially consistent with the Scope of Services attached hereto (see Exhibit "B").
- 8. FSC Meetings - Records:** The FSC will meet at the times and locations specified in Exhibit "B" to develop and recommend a preferred Farm Plan alternative to the Port Commission. Port staff shall be responsible for maintaining a public record of the steering committee's deliberations, findings, and recommendations, consistent with the Washington Open Meetings Act.

ADOPTED this 27th day of September 2023, by the Commission of the Port of Port Townsend and duly authenticated in open session by the signatures of the Commissioners voting in favor thereof and the Seal of the Commission duly affixed.

ATTEST:

Pamela A. Petranek, President

Carol L. Hasse, Vice President

Peter W. Hanke, Secretary

APPROVED AS TO FORM:

Port Attorney

EXHIBIT "A"

SHORT FARM STEERING COMMITTEE APPLICATION

General Applicant Information:

Full Name: _____

Address and Zip Code: _____

Home Phone: _____

Work Phone: _____

Cell Phone: _____

Email: _____

Employer/Occupation: _____

Personal Information:

1. Are you a full-time resident of Jefferson County? Yes _____ No _____
2. Are you a registered voter in Jefferson County? Yes _____ No _____
3. How long have you lived in Jefferson County? _____
4. What community service activities have you participated in over the past five years?

5. Please provide an overview of your background, including work experience, education, and qualifications for this appointment (attach an additional sheet if necessary):

6. What challenges or concerns do you see facing the Short Farm Steering Committee, and how would you recommend they be addressed?

7. What special knowledge, experience or skills do you possess that would contribute to the success of this Steering Committee?

8. Up to nine (9) meetings of the Steering Committee will be conducted between January and July of 2024, with meetings frequently scheduled for the third Wednesday of the month. Are you available to actively participate in meetings on the following dates?

- Steering Committee Meeting #1: January 17, 2024
- Steering Committee Meeting #2: February 21, 2024
- Steering Committee Meeting #3: March 20, 2024
- Community Visioning Meeting: April 17, 2024
- Steering Committee Meeting: April 18, 2024
- Public Open House Meeting: May 15, 2024
- Steering Committee Meeting #5: May 29, 2024
- Steering Committee Meeting #6: June 5, 2024
- Port Commission Public Workshop: July 10, 2024

Are there any other limitations on your availability that we should be made aware of?

References:

Please provide a list of at least three residents of Jefferson County you wish to use as personal references who could provide us with information pertinent to your application:

Reference #1:

Name: _____

Address: _____

Telephone: _____

Reference #2:

Name: _____

Address: _____

Telephone: _____

Reference #3:

Name: _____

Address: _____

Telephone: _____

Acknowledgement and Signature:

Agreement to Terms: *"I understand that, upon submission, all information on this form becomes a public record."* (For further information please call the Port's Administrative Assistant and Public Records Officer, Joanna Sanders at 360-385-0656).

Signature: _____

Date: _____

EXHIBIT “B”

SCOPE OF SERVICES Port of Port Townsend

Graduate Student Assistance with Short Farm Planning Process

1. Overview

The Port of Port Townsend (“Port”) wishes to engage graduate students from the University of Washington Urban Design and Planning program (“UW”) to provide assistance with visioning, community engagement, and development of plan alternatives to inform future use of the Port’s Short Farm Property.

This project is conducted consistent with Port Resolution (792-23), which outlines the Port’s objectives and requirements for the Short Farm Property.

The Port’s study and planning process for how to use Short Farm is anticipated to span from the fall of 2023 through the summer of 2024. The UW students’ involvement is anticipated to begin in January 2024 and last through the summer of that year.

The Port will convene a Farm Steering Committee (FSC) to consider community interests and issues raised by the public, and to develop objectives, a slate of potential alternatives, and eventually a preferred alternative. The FSC will be supported in this effort by both Port Staff and the students. Students will attend three Steering Committee meetings, as outlined in the following section.

Students will also plan and facilitate two meetings open to the public to provide an opportunity for (1) open-ended visioning for the Short Farm site and (2) review and comment of potential alternatives.

2. Major Tasks and Objectives

2.1 Preparation and Coordination

Student participation will begin in Winter Quarter, January 2024. Prior to student involvement and throughout the process, the Port and UW (Katie Cote) will coordinate on schedule, scope, student progress, deliverables, and updates from Steering Committee members.

Port Responsibilities:

- Work with Port Commission to approve the scope for this process; and
- Appoint and convene the Farm Steering Committee prior to January 2024.

UW Responsibilities:

- Provide periodic status updates to Port; and
- Coordinate early on meeting dates in order to secure venues.

2.2 Study of Existing Conditions

Students will study existing land uses, regulatory and environmental conditions, site characteristics, past uses, and other available land-related information the Short Farm property.

Port Responsibilities:

- Provide access to known environmental and land information, including maps, studies, data sets, or contact information for knowledgeable individuals.
- Be available as a resource for students to ask questions. Attend midterm presentation (virtually in mid-February).

UW Responsibilities:

- Prepare Initial Conditions Report and present this to the Steering Committee at Meeting #3 (see detailed schedule below).

2.3 Facilitate Public Decision-Making Process to Choose Future Uses of the Site

UW will facilitate both public open house events and discussions with the Steering Committee to explore options, propose alternatives, and ultimately help the Steering Committee choose a preferred course of action for the future use of the Short Farm property.

Port Responsibilities:

- Work with UW to choose dates for outreach and Steering Committee events;
- Book venues in advance of events;
- Attend all Steering Committee meetings and be primary facilitator at Meetings 1, 2, and 6 (if needed);
- Review and provide comment on student agendas for outreach events; and
- Provide contact information for Steering Committee members or other stakeholders, as needed.

UW Responsibilities:

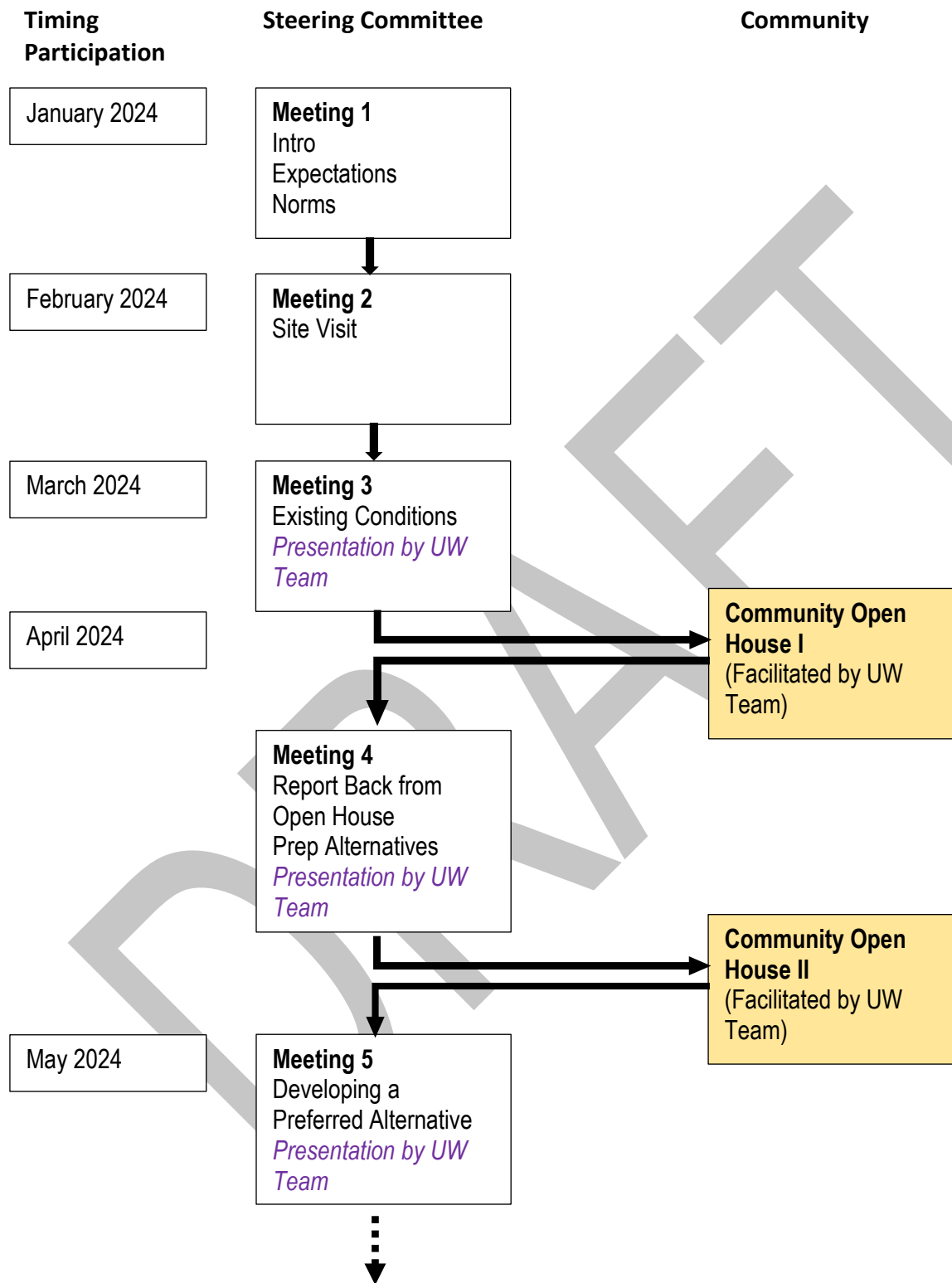
- Plan a process to gather feedback and direction from the public at large and the Steering Committee in particular, on the future use of the Short Farm property; and
- Plan and facilitate outreach events and feedback meetings, including 2 public meetings and Steering Committee Meetings 3, 4, and 5 (detailed below).

The table on the following pages lists all planned Steering Committee, Public Outreach and Commission Meetings.

SHORT FARM PLANNING PROCESS	
Meeting/Event	Meeting Scope and Objectives
<i>Steering Committee Meeting #1</i> January 17, 2024 Facilitated by the Port	<ul style="list-style-type: none"> • Meeting attended by students • Introductory meeting for Steering Committee • Intros, set expectations, roles and norms • Discuss priorities for the process and requirements from Port • Possible venue: Chimacum Grange
<i>Steering Committee Meeting #2</i> February 21, 2024 Facilitated by the Port	<ul style="list-style-type: none"> • Tour facilitated by Port, attendance by Rick and/or Katie • Site visit to Short Farm property
<i>Steering Committee Meeting #3</i> March 20, 2024 Presentation by UW Students	<ul style="list-style-type: none"> • Meeting attended by students to discuss Existing Conditions Research and Scoping • Present existing conditions, limitations • Facilitate exercise to guide work in the next quarter – frame potential solutions, seek feedback on how to design the public process • Possible venue: Chimacum Grange
<i>Community Visioning Meeting</i> April 17, 2024 Facilitated by UW Students	<ul style="list-style-type: none"> • Open house style public meeting • Steering Committee is introduced, attends as listeners • Discussion of what the community wants to see happen at Short Farm, such as stations with notecards, boards, maps, etc. • Possible venue: Chimacum Grange
<i>Steering Committee Meeting #4</i> April 18, 2024 Presentation by UW Students	<ul style="list-style-type: none"> • Report back on Visioning Event • Presentation and discussion of possible alternatives • Possible venue: Chimacum Grange
<i>Public Meeting on Alternatives</i> May 15, 2024 Facilitated by UW Students	<ul style="list-style-type: none"> • Open house style public meeting • Presentation and discussion of possible alternatives with the public • Gather feedback on alternatives • Possible venue: Chimacum Grange

SHORT FARM PLANNING PROCESS, Cont.	
Meeting/Event	Meeting Scope and Objectives
<i>Steering Committee Meeting #5</i> May 29, 2024 Presentation by UW Students	<ul style="list-style-type: none"> • Discuss community feedback on alternatives • Present top 2 or 3 alternatives • Steering Committee discusses and selects preferred alternative • Possible venue: Chimacum Grange
<i>Steering Committee Meeting #6</i> June 5, 2024 Presentation by UW Students	<ul style="list-style-type: none"> • Follow-up meeting with Rick and/or Katie on next steps, delivery of final report.
<i>Port Commission Workshop Meeting</i> July 10, 2024 Presentation by Steering Committee Representatives	<ul style="list-style-type: none"> • Commission Workshop Meeting, 9:30 a.m., July 10, 2024 • Steering Committee representatives provide report and recommendation to the Commission • Venue: Pavilion Building, Point Hudson

3. Short Farm Planning Process Preliminary Flow Chart



MEETING DATE	September 27, 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"> • Contract Update • Commission Meeting Schedule

PORT OF PORT TOWNSEND INFORMATIONAL MEMO

DATE: September 20, 2023

TO: Commissioners

FROM: Sue Nelson, Lease & Contracts Administrator

CC: Eron Berg, Executive Director

SUBJECT: **September 27, 2023, Commission Meeting** – Commission Update: New/Amended Contracts of \$100,000 or less, Approved by Executive Director Eron Berg, per Delegation of Authority Resolution No. 786-23

Name	Dates	Description	Amount Not to Exceed:
Aperture EQ	9/12/2023	Staff coaching & development	\$5,000.00

Date/Time		Item/Topic	Location	Absent
Thurs., Sept. 28 4-9 pm		Port of Port Townsend Boatyard Barbeque Celebration	8 th St/Larry Scott Trail	
Wed., Oct. 11 9:30 am	Workshop	WPPA, Governance and Management Guide – Chapter 6 Economic Development and Chapter 7 Property Restoration and Reuse	Pav	
Wed., Oct. 11 1 pm	Meeting	July 2023 Year to Date Financials 2 nd Draft of 2024 Budget with CIP and Proposed Rates Amendment #1 Professional Services Agreement for Mott McDonald Contract Update/Lease Brief	Pav	
Tue., Oct. 24 5:30 pm	Spec.Mtg.	Public Hearing Draft 2024 Operating & Capital Budget, Property Tax Levy and IDD tax levy Draft 2024 Rates Point Hudson Jetty Project Update	Pav	
Wed., Oct. 25 5:30 pm	Meeting	Cancelled/Rescheduled to 10/24/23	Pav	
Oct. 26-27		WPPA Small Ports' Seminar	Campbell's	PH/PP
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) Contract Update/Lease Brief	Pav	
Fri., Nov. 10		<i>Holiday – Port Offices Closed</i>		
Wed., Nov. 16 5 pm	Meeting	Intergovernmental Collaborative Group	Pav	
Tues., Nov. 21 1 pm	Meeting	Adopt 2024 Budget (and rates, resolutions), if not adopted in previous meeting Qtr. 3 IDD Levy report (tentative - may be pushed to 1 st meeting in December) Point Hudson Jetty Project Update Contract Update	Pav	
Thur-Fri. Nov. 23-24		<i>Holiday – Port Offices Closed</i>		
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	Point Hudson Jetty Project Update Contract Update/Lease Brief	Pav	
Mon-Tues, Dec. 25-26		<i>Holiday – Port Offices Closed</i>		
Mon., Jan. 1		<i>Holiday – Port Offices Closed</i>		
Wed., Jan. 10 9:30 am	Workshop		Pav	
Wed., Jan. 10 1 pm	Meeting		Pav	
Mon., Jan. 15		<i>Holiday – Port Offices Closed</i>		
Wed., Jan 17	Meeting	Short Farm	Chim.Grange	
Wed., Jan. 24 5:30 pm	Meeting		Pav	
Wed., Feb. 14 9:30 am	Workshop		Pav	
Wed., Feb. 14 1 pm	Meeting		Pav	
Wed., Feb. 21	Meeting	Short Farm	Chim.Grange	
Wed., Feb. 28 5:30 pm	Meeting		Pav	
Wed., Mar. 13 9:30 am	Workshop		Pav	
Wed., Mar. 13 1 pm	Meeting		Pav	
Wed., Mar. 27 5:30 pm	Meeting		Pav	
Wed., Apr. 10 9:30 am	Workshop		Pav	
Wed., Apr. 10 1 pm	Meeting		Pav	
Wed., Apr.17/18	Meeting	Short Farm	Chim.Grange	

Wed., Apr. 24 5:30 pm	Meeting		Pav	
Wed., May 8 9:30 am	Workshop		Pav	
Wed., Mar. 8 1 pm	Meeting		Pav	
Wed., May 14	Meeting	Short Farm	Chim.Grange	
Wed., May 22 5:30 pm	Meeting		Pav	
Wed., May 29	Meeting	Short Farm	Chim.Grange	
Wed., Jun. 12 9:30 am	Workshop		Pav	
Wed., Jun. 12 1 pm	Meeting		Pav	
Wed., June 19	Meeting	Short Farm U of W Student Presentation	Chim.Grange	
Wed., June 26 5:30 pm	Meeting		Pav	
Wed., Jul. 10 9:30 am	Workshop	Short Farm		
Wed., Jul. 10 1 pm	Meeting		Pav	
Wed., Aug. 14 9:30 am	Workshop		Pav	
Wed., Aug. 14 1 pm	Meeting		Pav	
Wed., Aug. 28 5:30 pm	Meeting	Cancelled		