

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



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

www.portofpt.com

**Commission Meeting
1st Monthly Meeting Agenda
Wednesday, March 8, 2023, 1:00 p.m.**

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

- I. Call to Order / Pledge of Allegiance
- II. Approval of Agenda
- III. Public Comments 0
- IV. Consent Agenda
 - A. Approval of Workshop & Business Meeting Minutes from February 22, 20232-4
 - B. Approval & Ratification of Warrants5-20
 - C. 5-party agreement for funding EDC Team Jefferson21
- V. Second Reading ~ none
- VI. First Reading ~ none
- VII. Regular Business
 - A. January 2023 Year-to-Date Financials46-51
- VIII. Staff Comments
- IX. Commissioner Comments
- X. Next Meeting is Wednesday, March 22, 2023 at 5:30 p.m.
- XI. Executive Session – Pursuant to RCW 42.30.110(1)(g)) to Review the Performance of a Public Employee
- XII. Adjournment
- Informational Items52
 - January 2023 Detailed Financials53-55
 - Contract Update/Lease Brief56-62
 - Letter of Support for Hood Canal Salmon Enhancement Group and Jamestown S'Klallam Tribe 2023 RAISE Grant for Lower Big Quilcene Riverscape Restoration Project63
 - T- Lab Local 2020 – Friday, April 14, 2023 Transportation Conference64-66

PORT COMMISSION REGULAR BUSINESS MEETING – Wednesday, February 22, 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 Hanke and Petranek with Hasse appearing virtually
Deputy Director Toews
Director of Finance and Administration Abigail Berg (virtual attendance)
Attorney Seth Woolsen
Port Recorder Sanders

I. CALL TO ORDER & PLEDGE OF ALLEGIANCE (Rec. 00:00:00)
Commissioner Petranek called the meeting to order at 5:30 p.m.

II. APPROVAL OF AGENDA (Rec. 00:00:58)
The agenda as revised was approved as amended by unanimous consent.

Correction to spelling Ernest Baird in Consent Agenda

III. PUBLIC COMMENTS – GENERAL (Rec. 00:01:55)
There were none.

IV. CONSENT AGENDA (Rec. 00:03:25)
A. Approval of Workshop & Business Meeting Minutes from February 8 and Special Meeting Minutes from February 15, 2023
B. Approval & Ratification of Warrants
Warrant #066370 in the amount of \$303.76
Warrant #066371 through 066427 in the total amount of \$298,968.93
Warrant #066428 through 066431 and Electronic Payment in the total amount of \$112,040.00
Wire Approval – Jefferson County Treasurer Orion Marine Contractor's Pay Estimate #05 in the amount of \$332,332.03
C. Station Prairie, LLC - Amendment No. 1
D. Ernest R. Baird Boat Haven Land Lease Early Termination Agreement and Port Townsend Shipwrights, Inc. Lease Amendment No. 2

The Consent Agenda as written with an amendment to item D to correct the name to read Ernst R. Baird. Approved by unanimous consent.

V. SECOND READING ~ none

VI. FIRST READING ~ none

VII. REGULAR BUSINESS (Rec. 00:04:43)

A. Short's Family Farm (Rec. 00:04:43)
Deputy Director Toews reported that the Commission approved the Letter of Intent. He and Seth Woolsen are collaborating to pull together transactional documents within the next week. It may be the end of May before there is news on State legislative funding.

B. Point Hudson Jetty Update (Rec. 00:11:25)

Deputy Director Toews reported that Orion will be on site next week to install the remaining pile caps and replace some that were defective. Until starting work again next season, there would be Commission project updates as needed.

Commissioners commented on the positive working relationship with Orion and project completion ahead of schedule.

C. Resolution 788-23 Authorizing Executive Director to File Application with USDOT Maritime Administration Seeking Small Shipyard Grant Funding Assistance to Support Acquisition of New 300-Ton Mobile Travel Lift (Rec. 00:11:25)

Deputy Director Toews reviewed the proposed request for grant funding to gain redundancy in the event of potential down time with the current 27 year old lift. The grant deadline is Monday and asks for 50 percent funding or \$1.15 million.

During Commission discussion of the Resolution, it was recognized the existing travel lift is heavily used and could continue to be operational. An equipment replacement fund towards a new lift would continue to be built.

Commissioner Hanke moved to approve Resolution 788-23 Authorizing the Executive Director of the Port of Port Townsend to File an Application with the United States Department of Transportation, Maritime Administration, Seeking Small Shipyard Grant Program Funding Assistance to Support Acquisition of a New 300-Ton Mobile Travel Lift to Support Boat Haven Haul Out Operations, Assuring that it Will Comply With all Understandings and Assurances of Such Grant Agreement and Assuring Further That Local Matching Funds are Available and Authorized. Unanimously approved.

VIII. STAFF COMMENTS (Rec. 01:49:11) - None

IX. COMMISSIONER COMMENTS (Rec. 01:57:36)

Commissioner Hasse recognized a letter of thanks received from Ernie Baird for staff's efforts with his lease. Due to technical issues, she was unable to attend the last Climate Action Committee meeting. In attending the recent Chamber Café, she recognized the efforts of Jake Beattie of the Northwest Maritime Center and the opportunity that organization provides area youth to get out on the water.

Commissioner Petranek thanked Port Townsend Shipwrights representatives Tim Lee and Chris Sanok for their presence at the meeting as well as their efforts to make the working waterfront stronger.

X. NEXT PUBLIC WORKSHOP & REGULAR BUSINESS MEETING (Rec. 00:27:50)

Next Public Workshop and Regular Business Meeting: Wednesday, March 8, 2023 at Pavilion Building and via Zoom, with Public Workshop at 9:30 a.m. and Regular Business Meeting at 1:00 p.m.

XI. EXECUTIVE SESSION (Rec. 00:28:36) - none

XII. ADJOURNMENT (Rec. 00:28:40): meeting adjourned at 6:00 p.m., there being no further business before the Commission.

ATTEST:

Peter W. Hanke, Secretary

Pamela A. Petranek, President

Carol L. Hasse, Vice President

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WARRANT APPROVAL

We, the undersigned, as Commissioners and Auditing Officer of the Port of Port Townsend, in Jefferson County, Washington, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, and that the claims is a just, due and unpaid obligation of the Port of Port Townsend, that I am authorized to authenticate and certify to said claim and that these claims, in Warrant No 066432 generated on February 23rd, 2023 in the amount of \$4,242.50 is ratified.

Signed and Authenticated on this 8th day of March, 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
0000066432	2/23/2023	CAN040	Canopy World, Inc.				
			DODGE RAM 3500				
				2/24/2023	4,242.50	0.00	4,242.50
				Report Total:	4,242.50	0.00	4,242.50

Check Entry Number: 001

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Signed and Authenticated on this 8th day of March, 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
0000066433	2/23/2023	BAN005	Bank of America	2/23/2023	8,502.22	0.00	8,502.22
			2.23.23 PAYMENT				
				Report Total:	8,502.22	0.00	8,502.22

Check Entry Number: 001

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Signed and Authenticated on this 8th day of March, 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
0000066434	2/23/2023	DEA010	Cameron Dean				
			2/1 - 2/15/23 PAYROL	2/23/2023	445.47	0.00	445.47
				Report Total:	445.47	0.00	445.47

Check Entry Number: 001

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Signed and Authenticated on this 8th day of March, 2023.

For: Accounts Payable

Commissioner Pam Petranek

Commissioner Carol Hasse

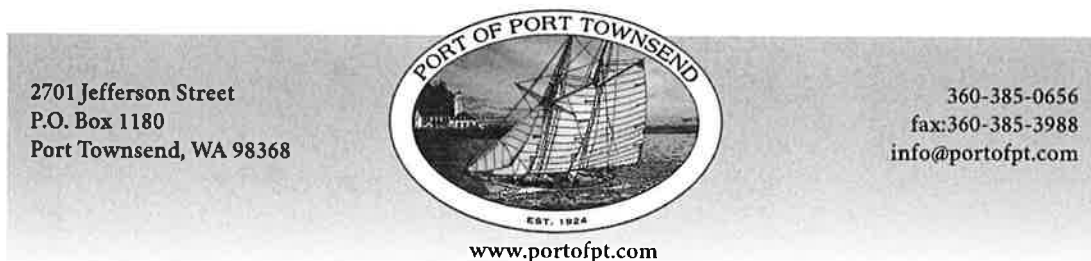
Commissioner Pete W. Hanke

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
0000066435	2/27/2023	REI002	Reid Middleton Co				
			2112030				
				12/6/2021	15,165.70	0.00	15,165.70
				Report Total:	15,165.70	0.00	15,165.70

Check Entry Number: 001



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 066436 through No. 066442 generated on March 1st, 2023 in the amount of \$31,534.54 and Electronic Payment in the amount of \$202,403.51, for a total amount of \$112,040.00 is ratified.

Signed and Authenticated on this 8th day of March, 2023.

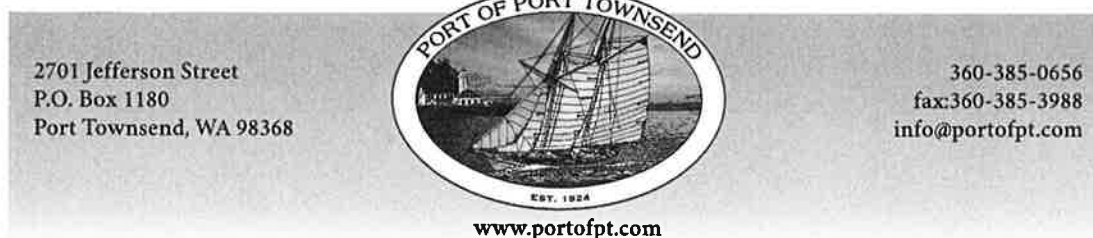
For: **Payroll and Benefits**

Commissioner Pam Petranek

Commissioner Carol Hasse

Commissioner Pete W. Hanke

S. Abigail Berg, Director of Finance
And Administration



ELECTRONIC DEBIT – Kitsap Bank

We, the undersigned, as Commissioners and Auditing Officer of the Port of Port Townsend, in Jefferson County, Washington, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein and that the claim is a just, due and unpaid obligation of the Port of Port Townsend, that we are authorized to authenticate and certify said claim, and that the Electronic Debit from the Port Checking Account held at Kitsap Bank is approved for payment in the amount of **\$5,065.23 is ratified.**

Signed and Authenticated on this **8th** day of **March**, **2023**.

For: Washington State, Department of Revenue
Combined Excise Tax Return – for ***January, 2023*** in the amount of
\$5,065.26.

Commissioner Pam Petranek

Commissioner Carol Hasse

Commissioner Pete W. Hanke

S. Abigail Berg, Director of Finance
and Administration

Washington State Department of Revenue

Your Return has been submitted and your confirmation number is **0-031-658-038**

Below is information from your Monthly Return for the period ending January 31, 2023

Filing Date	February 23, 2023
Account ID	161-000-044
Primary Name	BOAT HAVEN FUEL DOCK
Payment Method	Bank Account
Payment Effective	February 24, 2023
Total Tax	6,374.91
Total Credits	1,309.65
Total Due	5,065.26



Combined Excise Tax Return

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

Filing Period: January 31, 2023

Due Date: February 27, 2023

Filing Frequency: Monthly

Business & Occupation

Tax Classification	Gross Amount	Deductions	Taxable Amount	Tax Rate	Tax Due
Retailing	46,801.60	0.00	46,801.60	0.004710	220.44
Service and Other Activities (\$1 million or greater in prior year)	53,383.06	0.00	53,383.06	0.017500	934.20
Total Business & Occupation					1,154.64

State Sales and Use

Tax Classification	Gross Amount	Deductions	Taxable Amount	Tax Rate	Tax Due
Retail Sales	46,801.60	0.00	46,801.60	0.065000	3,042.10
Use Tax	7,384.78	0.00	7,384.78	0.065000	480.01
Total State Sales and Use					3,522.11

Public Utility Tax

Tax Classification	Gross Amount	Deductions	Taxable Amount	Tax Rate	Tax Due
Other Public Service Business	6,398.46	0.00	6,398.46	0.019260	123.23
Water Distribution	631.91	0.00	631.91	0.050290	31.78
Total Public Utility Tax					155.01

Deductions

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

Credits

	Amount
Main Street Credit	1,154.64
Main Street Credit	155.01
Total Credits	1,309.65

Local City and/or County Sales Tax

Location	Taxable Amount	Tax Rate	Tax Due
1601 - PORT TOWNSEND	46,801.60	0.026000	1,216.84
Total Local City and/or County Sales Tax			1,216.84

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

Location	Taxable Amount	Tax Rate	Tax Due
1601 - PORT TOWNSEND	7,384.78	0.026000	192.00
Total Local City and/or County Use Tax/Deferred Sales Tax			192.00

Transient Rental Income

Location	Income
1601 - PORT TOWNSEND	6,715.65
Total Transient Rental Income	6,715.65

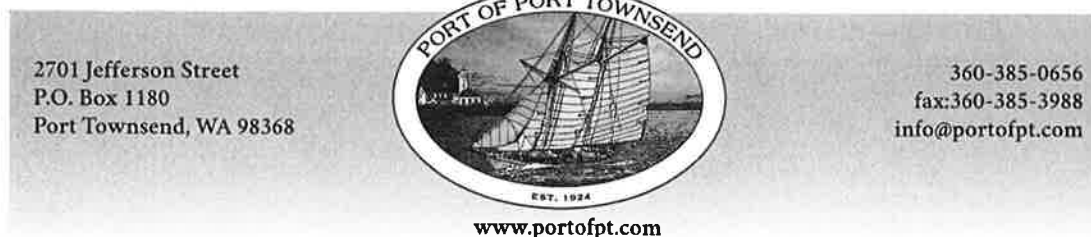
Special Hotel/Motel

Location	Taxable Amount	Tax Rate	Tax Due
1601 - PORT TOWNSEND	6,715.65	0.020000	134.31
Total Special Hotel/Motel			134.31

Total Tax	6,374.91
Total Credits	1,309.65
Subtotal	5,065.26
Total Amount Owed	5,065.26

Prepared By: Donna Frary
E-Mail Address: donna@portofpt.com
Submitted Date: 2/23/2023
Confirmation #: 0-031-658-038

Payment Type: Bank Account
Amount: \$5,065.26
Effective Date: 2/24/2023



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 material has been furnished, the labor performed and the services provided, as described herein, and that this claim is a just and unpaid obligation of the Port of Port Townsend, and that this claim, in Warrant No. 066097 in the amount of \$87.68 is declared void on this on this 8th day of March, 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: W WARRANTS PAYABLE

Check Number/ Invoice Number	Check Date Invoice Date	Vendor Number Invoice Amount	Discount	Distribution Amount	Check Amount
0000066097	REV 12/14/2022	PAL020 Palouse Boatworks			87.68-
Check Comment: reissue check in owners name not bus. CK000006609701					
	12/14/2022	87.68-	0.00		
G/L Account:	661-2020-17	PTBH PROP - STORAGE UNIT REVENUE		87.68-	
	Bank W Total:	87.68-	0.00	87.68-	87.68-
	Report Total:	87.68-	0.00	87.68-	87.68-

PORT OF PORT TOWNSEND

AGENDA COVER SHEET

MEETING DATE	March 8, 2023
AGENDA ITEM	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> 1 st Reading <input type="checkbox"/> 2 nd Reading <input checked="" type="checkbox"/> Regular Business <input type="checkbox"/> Informational
AGENDA TITLE	IV. C. 5-party agreement for funding EDC Team Jefferson
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">• Informational Memorandum• Agreement for Funding EDC Team Jefferson

PORT OF PORT TOWNSEND

AGENDA MEMO

DATE: 3/9/2023
TO: Commission
FROM: Eron Berg, Executive Director
SUBJECT: 5-party agreement for funding EDC Team Jefferson

ISSUES

1. Should the Commission approve the attached draft 5-party agreement to fund EDC Team Jefferson through December 31, 2027?

BACKGROUND

The original 5 party agreement was proposed to be amended in October of 2022 to increase the partners' contributions. The Port Commission approved that amendment on October 12, 2022. Attached is a revised 5 party agreement that includes some text amendments that are intended to provide clarity, in addition to the increased contributions.

DISCUSSION

The new EDC Team Jefferson has been working diligently to effect the vision of the 1st 5-party agreement. As we have talked about in prior meetings, one of the challenges has been a revenue budget that does not fully fund the basic operational costs. In that model, employees are left to wonder about future funding and the mission is distracted by grant and other funding opportunities. The primary purposes of this updated agreement are to: (1) fund the basic operations; (2) commit to a reasonable time period to allow the EDC to grow into its new vision, and (3) address some clarity questions and updates in the text of the agreement.

FISCAL IMPACT

2023: \$40,000

2024: \$41,200

2025: \$42,436

2026: \$43,709

2027: \$45,020

ATTACHMENTS

1. Draft agreement

RECOMMENDATIONS

1. Motion to approve the draft 5-party agreement to fund EDC Team Jefferson through December 31, 2027, in a form substantially similar to the attached draft.

AGREEMENT FOR ECONOMIC DEVELOPMENT SERVICES

EDC TEAM JEFFERSON, JEFFERSON COUNTY, PORT OF PORT TOWNSEND, CITY OF PORT TOWNSEND, AND JEFFERSON COUNTY PUBLIC UTILITY DISTRICT #1

This Agreement for Economic Development Services (“this Agreement”) is entered into between Jefferson County, having its principal offices at P.O. Box 1220, Port Townsend, WA 98368 (“County”), the Port of Port Townsend, having its principal offices at 2701 Jefferson Street, Port Townsend, WA 98368 (“Port”), the City of Port Townsend, having its principal offices at 250 Madison Street, Port Townsend, WA 98368 (“City”), Jefferson County Public Utility District No. 1, having its principal offices at 210 4 Corners Rd, Port Townsend, WA 98368 (“PUD”), and Economic Development Council of Jefferson County (UBI Number: 603 095 546), a 501(c)(6) tax exempt organization registered with Washington State as a non-profit corporation, having its principal offices at 385 Benedict Street, Suite 2A, Port Townsend, WA 98368 (“EDC Team Jefferson”), collectively “the Parties.” The County, Port, City and PUD shall collectively be called “the Government Parties.”

Upon execution of this Agreement by all of the parties, EDC Team Jefferson and the County agree that the AGREEMENT FOR ECONOMIC DEVELOPMENT SERVICES EDC Team Jefferson, Years 2020-2024 between the County and EDC Team Jefferson shall terminate.

1. **TERM.** This Agreement shall commence , beginning January 1, 2023 (the “effective date”) and continuing until December 31, 2027, unless amended pursuant to Section 8 or terminated earlier pursuant to Section 12. To facilitate philanthropic fund raising a review will be conducted during year three of this Agreement to determine whether a new five-year agreement should be executed.
2. **SCOPE OF SERVICES TO BE PERFORMED BY EDC TEAM JEFFERSON.** Consistent with total revenue and in-kind support, EDC Team Jefferson shall provide economic development services during the term of this Agreement as described in “**ATTACHMENT 1: SCOPE OF SERVICES,**” which is attached and is incorporated by reference.

3. GOVERNANCE STRUCTURE.

A. EDC Team Jefferson Board of Directors.

- The EDC Team Jefferson Board of Directors shall have at least 13 and up to 15 members, comprised of at least 9 business seats, and at least 4 government seats including one each for the County, Port, City and PUD. The parties agree that:
 - Each of the 4 government party seats shall be appointed by its respective legislative body;
 - The members of the EDC Team Jefferson Board appointed by the legislative body of a government party (“government board members”) shall not be subject to any term limits that may otherwise be established by EDC Team Jefferson’s Bylaws;

- The 9 or more remaining seats of the EDC Team Jefferson Board shall be business seats appointed by the EDC Team Jefferson Board, consistent with EDC Team Jefferson's Bylaws.
- The EDC Team Jefferson Board shall appoint the 9 or more business seats to represent diverse business sectors or experience and skills to support the mission and success of EDC Team Jefferson.
- By way of example, initial sectors on the EDC Team Jefferson Board might be drawn from, but not be limited to:
 - Marine Trades;
 - Technology;
 - Broadband/Information Technology;
 - Real estate development;
 - Entrepreneurs;
 - Healthcare;
 - Chamber of Commerce;
 - Non-profit organizations;
 - Agriculture; or,
 - Aquaculture.
- In appointing the 9 or more business seats, the EDC Team Jefferson Board shall strive for geographic diversity, and shall have at least 2 seats from each Jefferson County Commissioner District filled by individuals whose residence or place of business is in that District.
- The EDC Team Jefferson Board shall strive for racial and gender diversity in the makeup of the EDC Team Jefferson Board.
- B. Public Sector Cabinet. The Government Parties shall maintain a Public Sector Cabinet, including the chief administrative officers of the Government Parties, plus the EDC Team Jefferson's Executive Director and Board President. The Public Sector Cabinet may be expanded to include other public sector entities, as may mutually be agreed by the parties.

The Public Sector Cabinet may:

- Help EDC Team Jefferson staff develop and modify work programs and economic development strategies;

- Help staff to project revenues and expenditures, and develop budget proposals;
- Make recommendations to the EDC Team Jefferson Board;
- Recommend metrics to track and report;
- Monitor the effectiveness of EDC Team Jefferson's economic development services;
- Monitor performance under this Agreement; or,
- Perform other functions as mutually agreed, or as requested by the EDC Team Jefferson Board.

EDC Team Jefferson shall provide the necessary personnel to staff the Public Sector Cabinet. The Public Sector Cabinet shall be chaired by the Jefferson County Administrator, or other government party's member of the Cabinet that the County Administrator may designate from time to time. Upon the request of any member of the Public Sector Cabinet, a meeting of the Public Sector Cabinet should be convened within 10 business days, unless scheduling conflicts require more time.

4. METRICS, COMMUNICATION AND ACCOUNTABILITY. The parties agree on the need for performance and outcome metrics of EDC Team Jefferson's Associate Economic Development ("ADO") and economic development work, effective communications about EDC Team Jefferson's activities and metrics, and enhanced accountability so adjustments can be timely made to strengthen EDC Team Jefferson's economic development services.

A. Metrics. EDC Team Jefferson shall track and report on a variety of metrics including those that track EDC Team Jefferson's services and their effectiveness, and another set of metrics that track the health of Jefferson County's economy over time. Metrics shall be selected and periodically adjusted in consultation with the Public Sector Cabinet. By way of example, such metrics may include a number of the following:

- Metrics on EDC Team Jefferson Activities and Effectiveness, including but not limited to:
 - Metrics reported to the Washington State Department of Commerce;
 - List and outcomes of Business Retention and Expansion ("BRE") activities;
 - List and outcomes of Business Assistance activities;
 - List and outcomes of meetings/activities with community partners;
 - List of Classes offered, attendance rates, feedback reports/rates;
 - List of Active Business Leads; and,

- Surveys of business owners/managers regarding needed services by EDC Team Jefferson, and effectiveness of services provided;
- Metrics on the health of Jefferson County's Economy, including but not limited to:
 - Special studies of Jefferson County's overall economy, or of particular business sectors, as may be commissioned by EDC Team Jefferson or others;
 - An annual Economic Vitality Index report, if available;
 - State, federal, local, and industry association data on employment, unemployment rates, historical labor force, historical employment, historical unemployed and unemployment rate, residential and commercial building permit activity, per capita personal income, taxable retail sales by sector, median resale home price, housing affordability index, etc.; and,
 - In gathering this information, particular effort shall be made to track trends in family-wage jobs, economic disparities, structural impediments to economic development (such as housing affordability, availability of childcare, infrastructure, etc.) and how the community is doing in maintaining and improving its economy, community well-being, and environmental quality.
- B. Communication. EDC Team Jefferson shall periodically gather input as may be provided in its annual work program, and shall regularly report out its activities and the state of the economy as follows:
 - On a semi-annual basis, or more frequently, as may be determined in consultation with the Public Sector Cabinet, EDC Team Jefferson shall provide the County, Port, City and PUD with written reports on the metrics of EDC Team Jefferson's activities as determined above and the reports shall be available to the public on the EDC's web site within 5 business days after the date they are provided to the governments, or earlier;
 - EDC Team Jefferson shall provide the County, Port, City and PUD with copies of its annual report to Commerce in July of each year, and post them on EDC's web site within 5 business days after the date they are provided to the governments, or earlier;
 - At least annually, and no later than November 30th, EDC Team Jefferson shall present and discuss EDC Team Jefferson's past and coming years' work programs and performance metrics to the legislative bodies of the government parties, demonstrating to the public the return on investment;
 - Annually, or as requested by the Public Infrastructure Fund (PIF) Board, EDC Team Jefferson shall meet with the PIF Board Chair to present and discuss EDC Team Jefferson's past and coming years' work programs, performance metrics, and staffing (including identifying all staff financed in part with the PIF funds); and,

- EDC Team Jefferson shall provide the Public Sector Cabinet with semi-annual financial reports financial reports, including a financial statement detailing actual versus budgeted revenues and expenses and a staffing summary. These reports shall be due on July 31st for the first six months of the year and January 31st for the previous six months.

C. Accountability. EDC Team Jefferson shall be accountable for the effectiveness of its economic development services. The metrics selected, coupled with their communication, both as described above, provide regular opportunities for the government parties, and others, to give constructive feedback and to establish value for the economic investments made by the parties.

In addition, the Public Sector Cabinet shall conduct annual evaluations regarding EDC Team Jefferson's economic development strategy and services, whether staffing, structure, and budget are effective, and whether any adjustments need to be made before entering into the subsequent year.

If, despite EDC Team Jefferson's best efforts, the economic development services provided through this Agreement should prove unsatisfactory, Jefferson County retains the ability to consider designating another organization as the County's ADO.

5. FINANCIAL SUPPORT. The parties recognize that EDC Team Jefferson, as the ADO designated by the County to the Washington State Department of Commerce ("Commerce"), receives a limited amount of state funding under a contract with Commerce for ADO services in each year of the state's biennium. EDC Team Jefferson also receives Jefferson County Public Infrastructure Fund (PIF) funding to help finance personnel in economic development offices pursuant to RCW [82.14.370](#), pursues grants, and earns some revenue from class offerings and other activities. The parties recognize that, together, these funding sources are not nearly sufficient to operate an economic development organization, nor to fund an effective economic development program in Jefferson County.

It is in the interests and missions of the government parties to fund targeted, proactive and effective economic development activities to support each government's missions and services, strengthen the economic base upon which the government parties' services rely, and enhance the welfare of all people and businesses in Jefferson County. In particular, by supporting economic development programs, the PUD recognizes the possible increase in the sale of electricity, increases in efficient use of electric services, as well as gains in the efficiency and economies of scale of the PUD's services in water, wastewater and broadband. Accordingly, the parties agree local government financial support shall be provided as follows:

A. Funding for January 1, 2023 through December 31, 2023; the government parties shall provide funding to EDC Team Jefferson for economic development services under this Agreement as follows:

- County: \$91,563

- Port: \$40,000
 - City: \$40,000
 - PUD: \$40,000
 - Funding in subsequent years will be increased by three (3) percent per year.
- B. **Funding by Other Local Public Entities.** Additional local public entities, such as Jefferson Healthcare and others, may also provide financial support for EDC Team Jefferson and its economic development activities. This may be done by separate agreement of the additional local public entity with EDC Team Jefferson, or by negotiating the terms of a written amendment to this Agreement, executed by all of the parties.
- C. **Additional Funding Permitted by Local Public Entities.** Nothing in this Agreement shall prevent any local public entities from offering to support the work of EDC Team Jefferson with an amount of funding greater than the amounts above, either as a one-time supplement, or as part of on-going funding, and the parties agree to amend this Agreement to reflect such increase.
- D. **Funding Payment Schedule.** Except as otherwise provided above, each government party shall pay their respective funding amounts to EDC Team Jefferson in equal one-quarter installments, with any First Quarter payment due no later than January 31, any Second Quarter payment due no later than April 30, any Third Quarter payment due no later than July 31, and any Fourth Quarter payment due no later than October 31 of that year.
- E. **All Payments Are Contingent on EDC Team Jefferson's Providing Required Reports.** All payments by the government parties shall be contingent on EDC Team Jefferson being current in providing the government parties with all written reports or making presentations that may be required and due pursuant to Section 4, and payment to EDC Team Jefferson may be withheld if any required written report from EDC Team Jefferson is outstanding.
- 6. PROJECTED BUDGET AND STAFFING PLAN.** In July of each year, concurrent with presenting their July semi-annual report, EDC staff shall coordinate with the Public Sector Cabinet to propose a budget and staffing for the following calendar year for subsequent consideration and adoption by EDC Team Jefferson's Board of Directors.
- 7. AGREEMENT REPRESENTATIVES.** As of the time of executing this Agreement, the parties' representatives for administering this Agreement are:

EDC Team Jefferson

Ben Bauermeister, President
 385 Benedict Street, Suite 2A, Port Townsend, WA 98368
ben@bauermeister.com
 (206) 226-3280

Jefferson County

Mark McCauley, County Administrator
P.O. Box 1220, Port Townsend, WA 98368
MMcCauley@co.jefferson.wa.us
(360) 385-9130

Port of Port Townsend

Eron Berg, Director
P.O. Box 1180, Port Townsend, WA 98368
Eron@portofpt.com
(360) 379-4969

City of Port Townsend

John Mauro, City Manager
250 Madison Street, Port Townsend, WA 98368
JMauro@cityofpt.us
(360) 379-5043

Jefferson County PUD No. 1

Kevin Streett, General Manager
191 Otto Street, Port Townsend, WA 98368
kstreett@jeffpud.org
(360) 385-8360

A party may change their representative for administering this Agreement at any time, simply by notifying all the other parties in writing.

8. AMENDMENTS. This Agreement may be amended at any time only by written amendment, approved and executed by the governing bodies of all parties.

9. HOLD HARMLESS AND INDEMNIFICATION

A. Under this Agreement, the government parties are providing funding to EDC Team Jefferson that supports EDC Team Jefferson's own economic development mission as an Associate Development Organization, and do not assume any liability for EDC Team Jefferson's work. EDC Team Jefferson shall hold harmless, indemnify and defend the government parties, their officers, officials, employees, volunteers and other agents (and their marital communities) , from and against any and all claims, actions, suits, liability, loss, expenses, damages and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of EDC Team Jefferson's acts, errors or omissions in the performance of this Agreement.

- B. EDC Team Jefferson's obligations under these provisions include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by EDC Team Jefferson, its employees, agents or subcontractors.
- C. The requirements in this section shall survive termination of this Agreement.

10. INSURANCE

- A. EDC Team Jefferson shall obtain and keep in force during the terms of this Agreement, policies of insurance as follows:
 - 1) Worker's Compensation Insurance in an amount or amounts that are not less than the required statutory minimum(s) as established by the State of Washington.
 - 2) Commercial Automobile Liability Insurance providing bodily injury and property damage liability coverage for all owned vehicles assigned to or used in the performance of the work for a combined single limit of not less than \$1,000,000 each occurrence with each of the government parties named as additional insureds in connection with EDC Team Jefferson's performance of this Agreement.
 - 3) General Commercial Liability Insurance in an amount not less than a single limit of one million dollars (\$1,000,000) per occurrence and an aggregate of not less than two (2) times the occurrence amount (\$2,000,000 minimum) for bodily injury, including death and property damage, unless a greater amount is specified in this Agreement specifications. The insurance coverage shall contain no limitations on the scope of the protection provided and include the following minimum coverage:
 - a. Broad Form Property Damage, with no employee exclusion;
 - b. Personal Injury Liability, including extended bodily injury;
 - c. Broad Form Contractual/Commercial Liability – including completed operations;
 - d. Premises – Operations Liability (M&C);
 - e. Independent Contractors and subcontractors; and,
 - f. Blanket Contractual Liability.
- B. Miscellaneous Insurance Provisions.
 - 1) Such insurance coverage shall be evidenced by one of the following methods:
 - Certificate of Insurance; or,
 - Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.

- 2) Certificates of coverage as required by this section shall be delivered to the County within fifteen (15) days of the effective date.
- 3) Any deductibles or self-insured retention shall be declared to and approved by the County prior to the approval of this Agreement by the parties. At the option of the County, EDC Team Jefferson's insurer shall reduce or eliminate deductibles or self-insured retention or EDC Team Jefferson shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- 4) EDC Team Jefferson shall include all subcontractors as insured under its insurance policies or shall furnish separate certificates and endorsements for each subcontractor. All insurance provisions for subcontractors shall be subject to all of the insurance requirements stated in this Agreement.
- 5) Failure of EDC Team Jefferson to take out and/or maintain any required insurance shall not relieve EDC Team Jefferson from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations concerning indemnification.
- 6) It is agreed by the parties that insurers shall have no right of recovery or subrogation against the government parties (including their employees, volunteers, and other agents and agencies [and their marital communities]), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the above described insurance. It is further agreed by the parties that insurance companies issuing the policy or policies shall have no recourse against the government parties (including their employees, volunteers, and other agents and agencies[and their marital communities]) for payment of any premiums or for assessments under any form of policy. It is further agreed by the parties that any and all deductibles in the above described insurance policies shall be assumed by and be at the sole risk of EDC Team Jefferson.
- 7) It is agreed by the parties that judgments for which any of the government parties may be liable, in excess of insured amounts provided herein, or any portion thereof, may be withheld from payment due, or to become due, to EDC Team Jefferson until such time as EDC Team Jefferson shall furnish additional security covering such judgment as may be determined by the County.
- 8) The County reserves the right to request additional insurance on an individual basis for extra hazardous contracts and specific service agreements.
- 9) Any coverage for third party liability claims provided to the any government party by a "Risk Pool" created pursuant to Ch. 48.62 RCW or by a private insurer shall be non-contributory with respect to any policy of insurance EDC Team Jefferson must provide in order to comply with this Agreement.
- 10) If the proof of insurance or certificate indicating a government party is an "additional insured" to a policy obtained by EDC Team Jefferson refers to an endorsement (by

number or name) but does not provide the full text of that endorsement, then it shall be the obligation of EDC Team Jefferson to obtain the full text of that endorsement and forward that full text to the County.

- 11) The government parties may, upon EDC Team Jefferson's failure to comply with all provisions of this Agreement relating to insurance, withhold payment or compensation that would otherwise be due to EDC Team Jefferson.

11. DISPUTES. Differences, disputes and disagreements between EDC Team Jefferson and the government parties arising under or out of this Agreement shall be brought to the attention of the Public Sector Cabinet at the earliest possible time so that the matter may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance or compensation due EDC Team Jefferson shall be decided by the consensus of the government members of the Public Sector Cabinet. All rulings, orders, instructions and decisions by the government members of the Public Sector Cabinet shall be final and conclusive.

12. TERMINATION

- A. If all four government parties to this Agreement collectively determine that EDC Team Jefferson has breached any of its obligations under this Agreement, they shall notify EDC Team Jefferson in writing of the breach, and provide EDC Team Jefferson 30 days to cure the breach or to submit a plan and timeline acceptable to a majority of the government parties to cure the breach. If EDC Team Jefferson fails to cure the breach within 30 days of written notice to do so, or within the timeframe of a plan and timeline that was accepted by a majority of the government parties, the government parties may terminate this Agreement. In the event of a termination under this paragraph, each government party's financial support described in Section 5 shall be prorated to the effective date of the termination, and the prorated amount paid to EDC Team Jefferson by the date established in Section 5 of this Agreement. No costs incurred after the effective date of the termination shall be paid. Within 30 days after the effective date of the termination, EDC Team Jefferson shall account for all revenues and expenditures, and return any remaining funds to the government parties, proportionate to the financial support that each provided.
- B. If EDC Team Jefferson's designation as Associate Development Organization is terminated, the parties may immediately terminate this Agreement notwithstanding any other termination provision in this Agreement. Termination under this provision shall be effective upon the date specified in the written notice of ADO designation termination sent by County to EDC Team Jefferson. Within 30 days after the effective date of the termination, EDC Team Jefferson shall account for all revenues and expenditures, and return any remaining funds to the government parties, proportionate to the financial support that each provided.
- C. Any party may terminate their participation in this Agreement at its sole discretion upon giving the other parties at least 180 days' written notice. In the event of a termination under this paragraph by a government party, that party's financial support described in

Section 5 shall be prorated to the effective date of that party's termination, and the prorated amount paid to EDC Team Jefferson by the date established in Section 5 of this Agreement. Within 30 days after the effective date of a government party's termination, EDC Team Jefferson shall account for all revenues and expenditures, and return any remaining funds contributed by that party, proportionate to the financial support that party contributed. In the event of a termination under this paragraph by EDC Team Jefferson, all government parties' financial support described in Section 5 shall be prorated to the effective date of EDC Team Jefferson's termination and the prorated amount paid to EDC Team Jefferson by the date established in Section 5 of this Agreement. No costs incurred after the effective date of the termination shall be paid. Within 30 days after the effective date of EDC Team Jefferson's termination, EDC Team Jefferson shall account for all revenues and expenditures, and return any remaining funds contributed by the government parties to the government parties, proportionate to the financial support that each government party provided.

13. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

- A. EDC Team Jefferson shall perform under this Agreement using only its bona fide employees, Board members, volunteers, or agents, and the obligations and duties of EDC Team Jefferson under this Agreement shall not be assigned, delegated or subcontracted to any other person or firm without first notifying the other parties to this agreement.
- B. EDC Team Jefferson warrants that it has not paid, nor has it agreed to pay, any company, person, partnership or firm, other than a bona fide employee working exclusively for EDC Team Jefferson, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

14. INDEPENDENT CONTRACTOR

- A. EDC Team Jefferson's services shall be furnished by EDC Team Jefferson as an independent contractor and not as an agent, an employee or a servant of any of the government parties.
- B. EDC Team Jefferson specifically has the right to direct and control EDC Team Jefferson's own activities in providing the agreed services in accordance with the specifications set out in this Agreement.
- C. EDC Team Jefferson shall perform all the services required by this Agreement.
- D. No subcontractor, employee, agent or representative of EDC Team Jefferson will be or be deemed to be, or act or purport to act, as an employee, agent or representative of any of the government parties.
- E. EDC Team Jefferson shall file all necessary governmental documents, including appropriate tax returns, reflecting income status as an independent contractor for services rendered under this Agreement.

- F. Should any governmental agency audit any of the files and request information on any party, every other party agrees to furnish immediately the requesting party with any records, including tax returns, relating to the services rendered under this Agreement.
- G. EDC Team Jefferson acknowledges that the entire compensation for this Agreement is set forth in the compensation provisions of this Agreement and no employee or volunteer of EDC Team Jefferson is entitled to any benefits from any government party, including, but not limited to: vacation pay; holiday pay; sick leave pay; medical, dental or other insurance benefits; fringe benefits; or any other rights or privileges afforded to County, Port, City or PUD employees.
- H. EDC Team Jefferson shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents and representatives. No subcontractor, employee, agent or representative of EDC Team Jefferson shall be or be deemed to be, or act or purport to act, as an employee, agent or representative of any of the government parties.

15. NONDISCRIMINATION. EDC Team Jefferson, its assignees, delegates or subcontractors shall not discriminate against any person in performance of services under this Agreement or in the selection and retention of employees or procurement of materials or supplies on the basis of age, sex, marital status, sexual orientation, religion, creed, race, color, national origin, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, unless based upon a bona fide occupational qualification.

16. PATENT/COPYRIGHT INFRINGEMENT. EDC Team Jefferson shall hold harmless, indemnify and defend all of the government parties, their officers, officials, employees, volunteers, and other agents (and their marital communities), from and against any claimed action, cause or demand brought against any of the government parties, where such action is based on the claim that information supplied by EDC Team Jefferson or subcontractor infringes any patent or copyright. EDC Team Jefferson shall be notified promptly in writing by any government party whose risk manager has received notice of any such claim.

17. CONFIDENTIALITY

The Government Parties are subject to Ch. 42.56 RCW, the Public Records Act, which requires disclosure of non-exempt documents and records possessed by local governments to a person or entity that requests such documents or records.

18. CHOICE OF LAW, JURISDICTION AND VENUE

- A. It is understood and agreed that this Agreement is entered into in the State of Washington. This Agreement shall be governed by and construed in accordance with the laws of the United States, the State of Washington and the County of Jefferson, as if applied to transactions entered into and to be performed wholly within Jefferson County, Washington between Jefferson County residents. No party shall argue or assert that any

state law other than Washington law applies to the governance or construction of this Agreement.

- B. Should any party bring any legal action, each party in such action shall bear the cost of its own attorney's fees and court costs.
- C. The venue for any legal action shall be solely in the appropriate state court in Jefferson County, Washington, subject to the venue provisions for actions against counties in RCW 36.01.050.

19. MISCELLANEOUS

- A. **No Waiver.** The parties agree that the excuse or forgiveness of performance, or waiver of any provisions of this Agreement, does not constitute a waiver of such provision or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Agreement at a later time. No term or provision of this Agreement will be considered waived by any party, and no breach excused by any party, unless such waiver or consent is in writing signed on behalf of the party against whom the waiver is asserted. Failure of a party to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default.
- B. **Tax Payments.** EDC Team Jefferson shall pay all applicable federal, state and local taxes, fees (including licensing fees) and other amounts including, but not limited to, the employer's portion of any taxes that arise from compensation owed or paid to employees, agents or representatives of EDC Team Jefferson or are otherwise mandated by Title 26 U.S.C.
- C. **Personnel Removal Upon Request by the Public Sector Cabinet.** EDC Team Jefferson agrees to remove within 30 days any of its subcontractors, employees, agents or representatives from assignment to perform services under this Agreement upon receipt of a written request by at least three members of the Public Sector Cabinet.
- D. **Legal Compliance.** EDC Team Jefferson and its subcontractors, employees, agents and representatives shall comply with all applicable federal, state and local laws, rules and regulations in their performance under this Agreement.
- E. **Records Inspection and Retention.** The government parties may, at reasonable times, inspect the books and records of EDC Team Jefferson relating to the performance of this Agreement. EDC Team Jefferson shall retain for audit purposes all Agreement-related records for at least six years after termination of this Agreement.
- F. **Binding on Successors and Assigns.** The government parties, to the extent permitted by law, and EDC Team Jefferson each bind themselves, their partners, successors, executors, administrators and assigns to the other parties to this Agreement and to the partners, successors, administrators and assigns of such other party in respect to all covenants to this Agreement.

- G. **Severability.** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, invalid or unenforceable, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if this Agreement did not contain the particular provision held to be invalid. If any provision of this Agreement conflicts with any statutory provision of the State of Washington, the provision shall be deemed inoperative to the extent of the conflict or modified to conform to statutory requirements.
- H. **Entire Agreement.** The parties acknowledge that this Agreement and its attachments is the complete expression of their agreement regarding the subject matter of this Agreement. Any oral or written representations or understandings not incorporated in this Agreement are specifically excluded. This Agreement supersedes all prior or simultaneous representations, discussions, negotiations, and agreements, whether written or oral, within the scope of this Agreement.
- I. **Notices.** Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in the representatives provision of this Agreement. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be given three days following the date of mailing, or immediately if personally served. For service by facsimile, service shall be effective at the beginning of the next working day.
- J. **Modification of this Agreement Must Be in Writing.** This Agreement may be amended or supplemented only by a writing that is signed by duly authorized representatives of all the parties.
- K. **Signature in Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Agreement at different times and places by the parties shall not affect the validity of this Agreement, so long as all the parties execute a counterpart of this Agreement.
- L. **Facsimile and Electronic Signatures.** The parties agree that facsimile and electronic signatures shall have the same force and effect as original signatures.
- M. **Arms-Length Negotiations.** The parties agree that this Agreement has been negotiated at arms-length, with the assistance and advice of competent, independent legal counsel.
- N. **Public Records Act.** Notwithstanding any provisions of this Agreement to the contrary, to the extent any record, including any electronic, audio, paper or other media, is required to be kept or indexed as a public record in accordance with the Washington Public Records Act, Chapter 42.56 RCW (as may be amended), EDC Team Jefferson agrees to maintain all records constituting public records and to produce or assist the government parties in producing such records, within the time frames and parameters set forth in state law. ECD Team Jefferson also agrees that upon receipt of any written public record request potentially applicable to any government party, the it shall, within two business

days, notify the government party by providing a copy of the request per the notice provisions of this Agreement.

(SIGNATURES FOLLOW ON NEXT PAGES)

ECONOMIC DEVELOPMENT COUNCIL OF JEFFERSON COUNTY (“EDC TEAM JEFFERSON”)

Ben Bauermeister, Board President Date _____

PORT OF PORT TOWNSEND

Eron Berg, Executive Director

Date

Approved as to form only:

Port Attorney

Date

**JEFFERSON COUNTY
BOARD OF COMMISSIONERS**

Greg Brotherton, Chair

Date

Attest:

Carolyn Gallaway
Clerk of the Board

Date

Approved as to form only:

Philip C. Hunsucker
Chief Civil Deputy Prosecuting Attorney

Date

CITY OF PORT TOWNSEND

David Faber, Mayor Date _____

Attest:

Alyssa Rodrigues _____
City Clerk Date

Approved as to form only:

Heidi Greenwood _____
City Attorney Date

**JEFFERSON COUNTY PUBLIC UTILITY
DISTRICT NO. 1**

Ken Collins, Chair

Date

Approved as to form only:

Joel Paisner
Ascent Law Partners

Date

ATTACHMENT 1 – SCOPE OF WORK

PHASES:

During the 2023 and in each subsequent State Biennium, and consistent with total revenue and in-kind support from the Washington State Department of Commerce (“Commerce”), Jefferson County including its Public Infrastructure Fund, the Port of Port Townsend (“Port”), Jefferson County PUD No. 1 (“PUD”), the City of Port Townsend (“City”) (collectively “the government parties”), and other sources, EDC Team Jefferson shall provide services as shown and described below:

To create the vital and proactive economic development office that is desired in Jefferson County, an enhanced organization shall be built and housed. Input shall be gathered from the County’s public agencies and economic stake holders to produce a well-supported and actionable economic development work program. Throughout all phases, EDC Team Jefferson shall continue to perform basic economic development services consistent with its designation and contract as Associate Development Organization with the Commerce.

Budget, Work Program, Metrics and Communications Plan

- **Annually share with Public Sector Cabinet: Budget, Workplan, Metrics & Communications Plan:** EDC Team Jefferson shall share with the Public Sector Cabinet the budget, metrics and communications plan for the upcoming year when presenting their July semi-annual report.
- **Review and Adoption of Budget, Work Program, Metrics & Communications Plan:** The EDC Team Jefferson Board shall review and adopt the final Budget, Work Program, Metrics and Communications Plan. Upon adoption, EDC Team Jefferson shall immediately begin implementation.

WORK PROGRAM ELEMENTS:

As EDC Team Jefferson performs economic development services and collaborates with the Public Sector Cabinet to develop a work program for each year, it shall design them to be consistent with and help implement the Economic Development Framework when adopted (and any successor framework or economic development strategy), to address emerging needs, and shall scale the services and work plan to fit realistically within the revenues and in-kind supports that power EDC Team Jefferson’s work.

Guided by the considerations in the paragraph above, EDC Team Jefferson shall include or strive to include as many of the following elements in its scope of work as possible:

- A. **Activities required by RCW 43.330.080 and by the Washington State Department of Commerce.** EDC Team Jefferson shall include the activities required by law and per the State’s contract with EDC Team Jefferson as a designated Associate Development Organization, such as Business Retention and Expansion (“BRE”) meetings, for example.

- B. **Administer Potential COVID stimulus grants** to local businesses. If federal, state or local government grants or loans to businesses get directed through EDC Team Jefferson, EDC Team Jefferson shall include administration of the grants or loans in its work program.
- C. **Business Service Target Areas:** EDC Team Jefferson's work plan should include directed efforts and measures for each of the following business service areas:
 - **Entrepreneurs and Start-ups;**
 - Retaining & Expanding **Existing Businesses;**
 - **Business Recruitment, Marketing & Advertising;** and,
 - Assistance to Businesses **Relocating** to Jefferson County.
- D. **Business Classes:** Coordinate with the Chamber, CIE, and others, on an expanded portfolio of class offerings among the different organizations, to serve a variety of local business needs and opportunities.
- E. **Economic Development Resources and Data Access:** Coordinate with local libraries and other organizations to provide easy access to business information resources and current local business economic data.
- F. **Proactive Services.** Add proactive services in addition to existing on-demand services consistent with the Economic Development Framework when adopted, such as (but not limited to):
 - **Pursue opportunities to actively attract or incubate businesses** in existing buildings or on developable land;
 - Convene, encourage and support partners to pursue **developing sites and associated infrastructure** to promote economic development;
 - **Identify growth impediments and growth opportunities** within different business sectors, and help find solutions;
 - Proactively contact retiring or closing businesses to **help find new owners;**
 - Convene related businesses to **improve local supply chains;**
 - **Promote value-added processing** of local products;
 - **Recommend actions that public agencies can take** to support economic development;
 - **Administer & seek to expand the Local Investing Opportunities Network (LION),** work to provide access and **expand other financing options** through banks, CRAFT 3, and others;

- **Develop & implement plans to expand business infrastructure, supports & services;**
- **Create a network with other partners** - catalyze an economic development network of organizations working in coordination with each other to foster economic development in Jefferson County; and,
- **Economic development advocacy** to local, state and federal governments.

PORT OF PORT TOWNSEND

AGENDA COVER SHEET

MEETING DATE	March 8, 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. January 2023 Financial Report
STAFF LEAD	Abigail Berg, Director of Finance and Administration
REQUESTED	<input checked="" type="checkbox"/> Information <input type="checkbox"/> Motion/Action <input checked="" type="checkbox"/> Discussion
ATTACHMENTS	Informational Memorandum Financial Report Notes

PORT OF PORT TOWNSEND

INFORMATIONAL MEMO

DATE: 3/3/2023
TO: Commission, Executive Staff
FROM: Abigail Berg, Director of Finance & Administration
SUBJECT: January 2023 Financial Report

Attached is the January 2023 financial report of Port activities. This is a consolidated report that shows the variance between the current period as compared to the prior year and the variance to budget year-to-date. The following is additional information not included in the attached financial report, but key in fully understanding the Port's financial status:

2023 YTD Project Expenses	Budget	Year-to-date
PH Replacement of North & South Jetties	\$ 6,000,000	\$ 1,352,988
JCIA Connector Taxiway A2	646,000	0
BH Main Breakwater Repairs	400,000	0
FEMA – PH Emergency Repairs	0	13,514
Reconstruct Old Coast Guard Building	150,000	1,940
NORTH Yard Expansion (Sims Way)	200,000	102
WEST Yard Expansion (by Shipyard)	80,000	0
BH Stormwater Treatment	450,000	0
Gardiner Launch Ramp w/Seasonal Float	110,000	102
JCIA – 2 nd Connector Taxiway Design	90,000	0
Herb Beck Dredge	20,000	408
Clean Vessel Build – WA State Parks & Recreation	0	0
Total Capital Expenses YTD	\$ 8,146,000	\$ 1,369,054

Non-Capital use of funds

DNR – Vessel Destruction	<u>\$ 6,365</u>
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2023 Capital Purchases or Contracted Capital Services

Equipment/Vehicle replacement (total \$175,000)		
(2) ½ Ton pick-up trucks	\$ 70,000	\$ 0
1 Ton pick-up truck	65,000	0
Dump trailer	25,000	0
Gator (PH)	15,000	0
Total Capital Purchases or Contracted Capital Services YTD	\$ 175,000	\$ 0

Ending Cash Balances as of January 31	2023	2022
Reserved Cash & Investments – Other*	\$ 3,259,864	\$ 2,572,964
Reserved Cash & Investments – IDD	4,471,932	2,050,918
Unreserved Cash & Investments	2,052,082	1,436,884
Total Cash & Investments	\$ 9,783,878	\$ 6,060,766

<u>*Other Reserves detail:</u>	<u>Current balance</u>	<u>Target balance</u>
Unemployment Reserve	\$ 10,000	na
Operating Reserve (a)	1,181,716	\$ 1,623,095
Boat Haven Renovation Reserve (b)	441,517	na
Emergency Reserve	500,000	\$500,000
Port-Wide Capital Reserve (c)	<u>1,126,631</u>	na
Total Other Reserves	\$ 3,259,864	

- (a) The target for the Operating Reserve is 25%, or three (3) months, of operating expenses, per current budget. See resolution 692-19 for more detail.
- (b) The plan for this reserve is to use it on Boat Haven Moorage projects until it is extinguished. It was replaced by the Port-Wide Capital Reserve in resolution 693-19.
- (c) Resolution 693-19 did not set a target for this reserve.

Debt Service for the Year

2010 LTGO Bond – (83% paid A/B Dock Reconstruction, 17% paid 75 Ton Lift Pier)

June 1 – interest only	\$ 73,544
December 1 – principal and interest	408,544

2015 LTGO Refunding Bond- (paid for Point Hudson Marina Reconstruction – 2005 LTGO Bonds refunded in 2015)

July 1 – principal and interest	523,250
December 31 – interest only	<u>15,750</u>

Total Debt Service for the year \$ 1,021,088

Remaining Debt for years 2024-2029

2010 LTGO Bond – principal and interest	\$ 2,847,463	payoff December 2029
2015 LTGO Bond – principal and interest	<u>1,081,800</u>	payoff July 2025
Total	<u>\$ 3,929,363*</u>	

*Port staff hopes to extinguish all debt obligations two years early in 2027.

2021 LTGO Line of Credit (LOC)

November 2022	1 st draw to pay Orion Construction	\$2,633,967
December 2022	2 nd draw to pay Orion Construction	<u>1,189,677</u>
	Total 2022 Draws	\$3,823,644

There have been no additional draws since December. Dept. of Commerce grant reimbursements were used to pay the next Orion Construction bill in January in the amount of \$1,346,260.82.

The 2021 LTGO's required debt redemptions are due in March, and September each year until the end of the bond term, March 1, 2027. This debt instrument serves as a bridge between project expenditure payments, grant reimbursements, and reconciliations with the IDD. As of 12/31/2022, a debt service amortization schedule was prepared by the County Treasurer, though the Port plans to re-pay prior to the schedule outlined in the bond issuance. There are no penalties for pre-payment. The interest rate on the LOC is 1.55% through March 1, 2025, and goes to 1.65% thereafter through the end of bond term.

DISCUSSION

As requested by Commission.

FISCAL IMPACT

NA

RECOMMENDATIONS

For discussion only.

Port of Port Townsend
2023 Summary of Fund Resources & Uses with Comparison to Prior Year and Budget

	YTD Jan. 2022	YTD Jan. 2023	Variance to prior year	notes	YTD Budget 2023	Variance to Budget YTD
OPERATING REVENUES						
Boat Haven Moorage	149,510	167,028	17,518		161,748	5,280
Yard Operations	186,239	217,182	30,944		214,089	3,093
Boat Haven Properties	70,313	73,671	3,358		76,106	(2,435)
Pt. Hudson Marina, RV & Prop	104,386	65,478	(38,909)		61,934	3,544
Quilcene	11,926	13,883	1,957		11,881	2,002
Ramps	1,955	1,705	(250)		1,455	250
JCIA	14,438	15,985	1,547		14,820	1,165
(Incr.)/Decr. In Accounts Receivable	245,341	228,929	(16,412)		-	228,929
Total Operating Revenues	784,107	783,860	(247)	a	542,033	241,827
OPERATING EXPENDITURES						
Salaries & Wages	206,846	217,571	10,725		220,882	(3,311)
Payroll Taxes	21,181	24,210	3,029		22,878	1,332
Employee Benefits	63,742	65,981	2,239		65,857	124
Uniform Expense	808	389	(419)		974	(585)
Contract Services	6,812	23,619	16,808		21,291	2,328
Legal & Auditing	6,334	70	(6,264)		3,566	(3,496)
Insurance	515	-	(515)		-	-
Facilities & Operations	48,876	43,985	(4,892)		44,364	(380)
Utilities	35,923	41,404	5,481		41,131	273
Marketing	2,433	8,263	5,831		5,659	2,604
Travel & Training	137	220	82		400	(181)
Community Relations	-	149	149		-	149
Total Operating Expenditures	393,606	425,861	32,254	b	427,002	(1,141)
Net Operating Income (Expense)	390,501	357,999	(32,502)		115,031	242,969
Other Increases in Fund Resources						
Deposits & Retainage Collected	16,282	12,280	(4,002)		10,300	1,980
Taxes Collected	56,845	57,189	344		55,188	2,001
Capital Contributions/Grants	-	2,446,819	2,446,819		12,000	2,434,819
Interest	419	28,839	28,420		211	28,628
Property & other taxes	20,044	10,259	(9,785)		12,762	(2,503)
Misc Other Incr. in Fund Resources	3,868	5,052	1,183		2,985	2,067
Total Other Incr. in Fund Resources	97,458	2,560,437	2,462,979	c	93,446	2,466,991
Other Decr. In Fund Resources						
Deposits & Retainage Paid	-	-	-		-	-
Taxes Remitted	147,585	160,475	12,890		149,450	11,025
Debt Principal & Interest	-	-	-		-	-
Debt Mgmt, Issuance & Misc Exp	21	100	79		40	60
Election Expense	-	-	-		-	-
Total Other Decr. In Fund Resources	147,606	160,575	12,969	d	149,490	11,085
Net Incr./(Decr.) in Fund Resources	(50,147)	2,399,863	2,450,010		(56,044)	2,455,907
Net Income (Expense)	340,354	2,757,862	2,417,508	e	58,987	2,698,875

Port of Port Townsend
Notes to 2023 Summary of Fund Resources & Uses report
As of January 31, 2023

- (a) Overall, Operating Revenues are almost exactly the same as Jan. 2022. The variance to budget is primarily the amount of the change in Accounts Receivable balances, which is not budgeted. When removing the change in Accounts Receivable balances, the variance to budget is about \$13,000, or 2.4%. The Yard starts the new year as the leader in revenues, mostly because the discounted rate was removed in the 75T Yard, and Boat Haven Moorage is the next highest when compared to 2022 with an increase of \$17,518. This is likely due to the Point Hudson permanent moorage customers docking at Boat Haven during the Jetty construction. Point Hudson is performing the worst, when compared to 2022, due to Jetty construction, though is faring better than budgeted.
- (b) Overall, Operating Expenses increased by 8%, or \$32,254, when compared to 2022. However, when measuring performance against budget, Operating Expenses YTD are less by 0.3%, or \$1,141. Most line items are very close to or under budget.
- (c) Total Other Increases in Fund Resources increased by a whopping 2527%, or \$2,462,979, when compared to 2022. 99% of this increase accounts for the two (2) Dept. of Commerce grant reimbursements that were received in January, when they were expected in December, for the Jetty. Another variance of note, though not as significant, is the increase in Interest income. The interest rates were slowing increasing last year during budget and should have been budgeted at higher amounts. As such, we'll continue to see large variances year to year, and when compared to budget for this line item.
- (d) Other Decreases in Fund Resources are less when compared to 2022 are less by around 9%, or \$12,969 and more than budget by 7.4%, or \$11,085.
- (e) Overall, the difference in 2023 Net Income (Expense) when compared to 2022 is a \$2,417,508, or a whopping 710%, increase. As previously mentioned in item (c), this variance is due to the two (2) Dept. of Commerce grant reimbursements received in January but were expected in December in the amount of \$2,430,000. If we remove this timing difference for January, this is the result:

	YTD Jan. 2022	YTD Jan. 2023	variance	YTD Budget 2023	variance
Net Income (Expense)	340,354	2,757,862	2,417,508	58,987	2,698,875
Less: Commerce Grants	-	(2,430,000)	(2,430,000)	-	(2,430,000)
Net Income (Expense)	340,354	327,862	(12,492)	58,987	268,875

PORT OF PORT TOWNSEND

AGENDA COVER SHEET

MEETING DATE	March 8, 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"> • January 2023 Detailed Financials • Contract Update/Lease Brief • Letter of Support for Hood Canal Salmon Enhancement Group and Jamestown S'Klallam Tribe 2023 RAISE Grant for Lower Big Quilcene Riverscape Restoration Project • T- Lab Local 2020 – Friday, April 14, 2023 Transportation Conference

Port of Port Townsend
2023 Summary of Fund Resources & Uses with Comparison to Prior Year and Budget

	YTD Jan. 2022	YTD Jan. 2023	Variance to prior year	notes	YTD Budget 2023	Variance to Budget YTD
OPERATING REVENUES						
Boat Haven Moorage	149,510	167,028	17,518		161,748	5,280
Yard - 70/75 Ton Hoist Revenue	11,559	23,712	12,153		19,167	4,545
Yard - 70/75 Ton Yard Revenue	71,956	108,376	36,421		102,502	5,874
Yard - 70/75 Ton Yard Enviro Fee	5,163	5,866	703		5,019	847
Yard - 70/75 Ton Yard Electric	3,704	3,555	(149)		3,716	(161)
Yard - 70/75 Ton Yard Port Labor	181	609	427		-	609
Yard - 300 Ton Hoist Revenue	17,387	14,900	(2,487)		15,291	(391)
Yard - 300 Ton Yard Revenue	50,229	42,024	(8,205)		44,089	(2,065)
Yard - 300 Ton Yard Enviro Fee	1,686	1,816	130		1,750	66
Yard - 300 Ton Yard Electric	4,661	4,637	(24)		5,757	(1,120)
Yard - 300 Ton Yard Port Labor	362	642	279		250	392
Yard - L/T Storage	9,851	-	(9,851)		7,050	(7,050)
Yard - Blocking Rent	4,001	3,552	(449)		4,985	(1,433)
Yard - Off Port Property Tarp Fee	-	434	434		-	434
Yard - Washdown Revenue	3,804	6,363	2,559		3,700	2,663
Yard - Bilge Water Revenue	1,495	671	(824)		596	75
Yard - Liveaboard Fee	200	-	(200)		183	(183)
Yard - Enviro Violations & Clean up	-	-	-		34	(34)
Yard - Miscellaneous Revenue	-	25	25		-	25
Yard Operations	186,239	217,182	30,944		214,089	3,093
PTBH Prop - Lease Revenue	64,932	68,238	3,306		69,938	(1,700)
PTBH Prop - Fuel Dock Lease	1,263	338	(926)		1,042	(704)
PTBH Prop - Garbage	296	307	11		850	(543)
PTBH Prop - Water	2,176	3,465	1,289		2,348	1,117
PTBH Prop - Stormwater	817	785	(31)		808	(23)
PTBH Prop - Electric	(186)	(530)	(344)		135	(665)
PTBH Prop - Storage Unit Revenue	1,013	1,068	55		985	83
Boat Haven Properties	70,313	73,671	3,358		76,106	(2,435)
Pt Hudson - Permanent Moorage	13,851	-	(13,851)		-	-
Pt Hudson - Monthly Guest	18,837	-	(18,837)		-	-
Pt Hudson - Nightly Guest	1,739	(49)	(1,788)		-	(49)
Pt Hudson - Monthly R.V.	14,253	10,452	(3,801)		11,475	(1,023)
Pt Hudson - Nightly R.V.	7,263	6,753	(509)		7,200	(447)
Pt Hudson - Kayak Racks	1,686	439	(1,247)		-	439
Pt Hudson - Electric	3,752	53	(3,699)		600	(547)
Pt Hudson - Reservation Fee	1,166	2,922	1,756		1,057	1,865
Pt Hudson - Liveaboard Fee	1,381	-	(1,381)		-	-
Pt Hudson - Liveaboard Backgrnd Ck	300	306	6		-	306
Pt Hudson - Showers	157	393	236		153	240
Pt Hudson - Laundry	536	605	70		418	187
Pt Hudson - Miscellaneous	155	985	831		-	985
Pt Hudson - Promotional Sales	-	45	45		-	45
Pt Hudson - Building Leases	34,864	38,943	4,079		36,966	1,977
Pt Hudson - Property Utilities	4,448	2,970	(1,479)		3,865	(895)
Pt Hudson - Event Facility Rev	-	650	650		-	650

The accompanying information memo is an integral part of this statement.

Summary of Fund Resources Uses, January 2023

	YTD Jan. 2022	YTD Jan. 2023	Variance to prior year	notes	YTD Budget 2023	Variance to Budget YTD
Pt Hudson - Parking	-	-	-		200	(200)
Pt Hudson - Keys, & Key Fobs	-	11	11		-	11
Pt. Hudson Marina, RV & Prop	104,386	65,478	(38,909)		61,934	3,544
Quilcene - Permanent Moorage	4,365	5,690	1,324		4,400	1,290
Quilcene - Nightly Moorage	-	806	806		-	806
Quilcene - Showers	160	180	20		150	30
Quilcene - Electric	242	186	(56)		246	(60)
Quilcene - Kayak Rack Storage	27	-	(27)		-	-
Quilcene - Recreational Ramp Fees	-	190	190		-	190
Quilcene - Miscellaneous Revenue	356	-	(356)		-	-
Quilcene - Lease Revenue	5,834	6,121	287		6,016	105
Quilcene - Water	942	632	(310)		1,069	(437)
Quilcene - Empty Trailer Strg	-	79	79		-	79
Quilcene	11,926	13,883	1,957		11,881	2,002
Ramp Fees	1,355	1,705	350		1,455	250
PTBH Ramp - Commercial Use Fees	600	-	(600)		-	-
Ramps	1,955	1,705	(250)		1,455	250
JCIA - Lease Revenue	10,743	11,789	1,045		11,297	492
JCIA - Hangar Revenue	3,500	3,945	445		3,287	658
JCIA - Aircraft Parking	62	195	133		55	140
JCIA - Fuel Lease Revenue	58	56	(2)		79	(23)
JCIA - Electric	74	-	(74)		102	(102)
JCIA	14,438	15,985	1,547		14,820	1,165
(Incr.)/Decr. In Accounts Receivable	245,341	228,929	(16,412)		-	228,929
Total Operating Revenues	784,107	783,860	(247)	a	542,033	241,827
OPERATING EXPENDITURES						
Salaries & Wages	206,846	217,571	10,725		220,882	(3,311)
Payroll Taxes	21,181	24,210	3,029		22,878	1,332
Employee Benefits	63,742	65,981	2,239		65,857	124
Uniform Expense	808	389	(419)		974	(585)
Contract Services	6,812	23,619	16,808		21,291	2,328
Legal & Auditing	6,334	70	(6,264)		3,566	(3,496)
Insurance	515	-	(515)		-	-
Office/Computer Supplies	5,285	133	(5,152)		200	(67)
Operating Supplies	8,214	5,228	(2,986)		2,493	2,735
Enviro Materials/Supplies	1,700	-	(1,700)		1,669	(1,669)
Empl Recog/Relations	2,026	2,682	656		-	2,682
Janitorial Supplies	-	-	-		110	(110)
Fuel & Lubricants	156	-	(156)		1,100	(1,100)
Permits & Licenses	189	1,748	1,559		-	1,748
Equipment Rental	-	386	386		2,843	(2,457)
Membership & Dues	2,088	14,371	12,283		14,000	371
Bank Charges	18,725	12,507	(6,219)		12,965	(458)
Excise Tax	-	985	985		157	828
Miscellaneous Expense	-	-	-		41	(41)
Repair & Maintenance Supplies	10,493	5,945	(4,547)		8,786	(2,841)
Facilities & Operations	48,876	43,985	(4,892)		44,364	(380)
Utilities	35,923	41,404	5,481		41,131	273
Advertising (Legal 2018)	1,922	1,478	(443)		200	1,278

The accompanying information memo is an integral part of this statement.

Summary of Fund Resources Uses, January 2023

	YTD Jan. 2022	YTD Jan. 2023	Variance to prior year	notes	YTD Budget 2023	Variance to Budget YTD
Marketing	233	6,883	6,650		4,959	1,924
Promotion	278	(98)	(376)		500	(598)
Marketing	2,433	8,263	5,831		5,659	2,604
Economic Development	-	-	-		-	-
Travel & Training	137	220	82		400	(181)
Community Relations	-	149	149		-	149
Total Operating Expenditures	393,606	425,861	32,254	b	427,002	(1,141)
Net Operating Income (Expense)	390,501	357,999	(32,502)		115,031	242,969
Other Increases in Fund Resources						
PTBH Prop Lease Deposits Collected	883	1,807	924		300	1,507
PH Prop Lease Deposits Collected	673	(50)	(723)		-	(50)
JCIA Prop Lease Deposits Collected	2,309	-	(2,309)		-	-
PH Marina/RV Deposits Collected	12,417	10,522	(1,894)		10,000	522
Deposits & Retainage Collected	16,282	12,280	(4,002)		10,300	1,980
Sales Tax Collected	3,246	4,259	1,013		5,091	(832)
Leasehold Tax Collected	53,454	52,796	(658)		49,897	2,899
Hotel/Motel Tax Collected	145	134	(11)		200	(66)
Taxes Collected	56,845	57,189	344		55,188	2,001
Grants - WA State	-	2,446,819	2,446,819		12,000	2,434,819
Capital Contributions/Grants	-	2,446,819	2,446,819		12,000	2,434,819
Debt Proceeds - Line of Credit	-	-	-		-	-
Investment Interest	419	28,839	28,420		211	28,628
Interest	419	28,839	28,420		211	28,628
Operating Tax Levy	2,626	3,017	391		4,762	(1,745)
IDD Tax Levy	13,091	7,076	(6,015)		7,500	(424)
State Forest Revenues	4,274	26	(4,247)		500	(474)
Leasehold Excise Tax	53	139	86		-	139
Property & other taxes	20,044	10,259	(9,785)		12,762	(2,503)
Finance Charges	2,741	4,067	1,326		2,980	1,087
Other Non-Operating Revenues	1,127	984	(143)		5	979
Misc Other Incr. in Fund Resources	3,868	5,052	1,183		2,985	2,067
Total Other Incr. in Fund Resources	97,458	2,560,437	2,462,979	c	93,446	2,466,991
Other Decr. In Fund Resources						
Deposits & Retainage Paid	-	-	-		-	-
Sales Tax Remitted	-	3,036	3,036		-	3,036
Leasehold Tax Remitted	147,585	157,322	9,737		149,450	7,872
Hotel/Motel Tax Remitted	-	116	116		-	116
Taxes Remitted	147,585	160,475	12,890		149,450	11,025
Debt Principal & Interest	-	-	-		-	-
Investment Fees	21	100	79		40	60
Debt Mgmt, Issuance & Misc Exp	21	100	79		40	60
Election Expense	-	-	-		-	-
Total Other Decr. In Fund Resources	147,606	160,575	12,969	d	149,490	11,085
Net Incr./(Decr.) in Fund Resources	(50,147)	2,399,863	2,450,010		(56,044)	2,455,907
Net Income (Expense)	340,354	2,757,862	2,417,508	e	58,987	2,698,875

PORT OF PORT TOWNSEND INFORMATIONAL MEMO

DATE: March 1, 2023

TO: Commissioners

FROM: Sue Nelson, Lease & Contracts Administrator

CC: Eron Berg, Executive Director

SUBJECT: **March 8, 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:
Landau Associates	2/13/2023 – 12/31/2026	On-call Geotechnical Engineering Services	\$100,000.00

PORT OF PORT TOWNSEND

AGENDA MEMO

DATE: 3/1/2023
TO: Commission
FROM: Sue Nelson, Lease & Contracts Administrator
SUBJECT: March 8, 2023, Lease Briefing

ISSUE

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

BACKGROUND

As of the beginning of this month the Port has **42** land leases, **40** building leases, **35** rentals. Vacant properties include Point Hudson north duplex rooms.

DISCUSSION

Leases expiring in 2023:

- Key City Fish, 10th St. location, exp 8/31/23
- US Coast Guard, exp 9/30/23 (property staff has contacted me-they will enter into a new agreement)
- Aurora Aircraft (fuel concession), exp 12/31/23

New Agreements:

Lease Amendments:

- Station Prairie, Amendment No. 1, increased premises (approved at 2/22/23 meeting)
- Port Townsend Shipwrights, Inc., Amendment No. 2, Baird building purchase (approved at 2/22/23 meeting)

Exercising Options:

- Hanson of Port Townsend, exercising 1-year option no. 2 of 3, expires 5/31/24 (provided 90+ days' notice)

Assignments/Assumptions:

Terminated/Expired Agreements:

- Ernest R. Baird Early Lease Termination (approved at 2/22/23 meeting)
- Marine Surveys & Assessments, vacating Cupola House on 2/28/23 (approved with Boat Haven Building Lease (approved at 1/11/23 meeting)
- Pete Stein & Compass Woodwork Lease (assigned to The Shop Co-op at 2/8/23 meeting)
- Gatheringplace, Point Hudson Duplex

License & Use Agreements:

March Rent Increases:

- **CPI Increase (9%):** The Artful Sailor; Tree Ring; Jefferson County Airport Condo Owners Assoc; Hood Canal Aviation; Richard Grandy; Warren Erickson; Dennis Broderson; Daniel Scheall
- **Market Rate Increase:**
- **Step Increase:**

Miscellaneous:

- SEA Marine negotiations continue for lease expansion.
- Met with Linda Ferris, Gatheringplace, for check-out of duplex. The Ferris' have spent 6 weeks cleaning the space. They will remove greenhouse, raised garden beds, and other misc. from the yard by March 31, 2023. They received their grant approval towards a new property purchase but will not receive funds until they have found a place.
- Working on two rental agreements.
- Continue discussions on WDFW expansion needs.

ATTACHMENTS

1. 2023 Lease List

RECOMMENDATIONS

For information only.

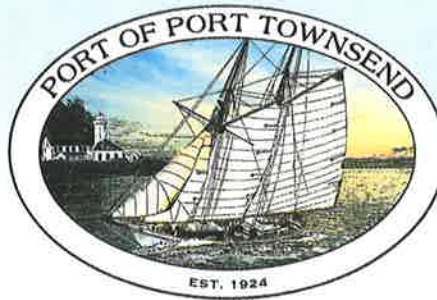
Boat Haven - PROPERTY	MARCH 2023			
LEASE NAME	Lease Amount	Lease Expiration	NEXT CPI/ STEP Incr.	REMARKS
Admiral Ship Supply	2,027.54	1/31/2025*	2/1/2024	*One 5-yr option available.
Andersen Machine Shop	281.44	9/30/2027	10/1/2023	Land lease.
Andersen Machine Shop	59.62	Mo/Mo	6/1/2023	228 sf additional land for storage adjacent shop. 30 day notice for rate increases.
Armstrong Consolidated LLC (Washington)A6	10,079.68	Mo/Mo	30-day notice	30-day notice for rate increases.
Armstrong Consolidated LLC (Washington)	495.39	Mo/Mo	30-day notice	Additional space upstairs.
Armstrong Consolidated LLC (10th St)	3,140.29	8/31/2023*	9/1/2023	*One 1-yr option remains. Assignment of Dave's Mobile Welding Lease.
Armstrong Consolidated LLC (10th St land)	730.08	Mo/Mo	30-day notice	Land rental-ground in front of building.
Blue Moose Café	725.56	10/31/2026*	11/1/2023	*5-yr option available. 24-mo step to market. Step increase.
Cashin, Andrew	201.78	4/30/2023	N/A	6-mo lease- office2D, Nomura Bldg. Sail PT renting seasonally, 5/1/23-10/31/23
Crown Castle (cell tower)	17,928.21/yr	6/30/2025*	6/1/2024	*One 5-yr option remains. Pay one mo in arrears..
Crown Castle - AT&T Sub-Lease	939.12		9/1/2023	Annual lease renewal. 6.5% annual increase 9/2019-9/2022. Pay one mo in arrears.
Eagle Harbor Marine	274.59	Mo/Mo	9/1/2023	Land rental. 30-day notice for rent increases.
EDC Team Jefferson	836.03	Mo/Mo	7/1/2023	2nd floor Nomura Bldg (767 sf). 30--day notice for rent increases.
Ernst R. Baird (Haven Boatworks)	900.88	2/28/2029	3/1/2023	Land lease. Includes 6' x 50' Lumber rack. LEASE TERMINATED 2-28-23
Fine Yacht Interiors	1,368.84	5/31/2025*	6/1/2023	*One 3-yr option remains. Exercised 2nd option 6/1/22-5/31/25.
Flye, Todd dba On The Flye	397.08	1/31/2025	2/1/2024	Land lease-temporary structure. No options remain.
Goolden, Leo (Sampson Boat Co)	1,039.36	Mo/Mo	6/1/2023	30-day notice for increases. (M/V Tally Ho project-up to 2 yrs.) MR applied.
Haven Boatworks	1,421.81	Mo/Mo	1/1/2024	Former J&S Bldg., Haines St. 30-day notice for rent increases.
Jefferson County (Commission Bldg)	1,846.38	9/30/2026	10/1/2023	5-yr. 180 day termination notice-either party.
Jeremy Johnson Photography	171.13	Mo/Mo	30-day notice	2nd floor office #2F, Nomura Building.
Jochems Property Mgmt.	326.47	10/31/2026	1/1/2024	Land lease. CPI every two years, next 1/1/2024.
Johnson Fabrication	1,912.54	Mo/Mo	9/1/2023	New mo-mo rental.
Katz, Alan	906.66	Mo/Mo	30-day notice	Land lease, business w/temporary shelters. Formerly Dave Thompson's space.
Key City Fish Co. (10th Street-seafood mrkt)	1,927.51	8/31/2023	9/1/2023	Seafood market.
Key City Fish Co. (Haines PL-refrigeration)	852.58	11/30/2024*	12/1/2023	*Two 5-yr options available.
Kimmel's Crab Shack	2,368.00	4/30/2049	5/1/2023	Land lease. MR.
Marine Surveys & Assessments Cooperative	1,601.70	1/31/2028*	2/1/2024	* One 5-yr option. Annual CPI/MR beg year 3 and every 3 years after.
NW Maritime Center (Marine Thrift)	665.31	1/31/2024*	2/1/2024	*One-1-yr option remains.
NW School of Wooden BoatBuilding	556.16	6/30/2026*	7/1/2023	*One 5-yr option available. 25% of prevailing rate. Amend 1 adds non-exclusive kitchen use.
Octopus Gardens Diving	1,126.40	6/30/2026	7/1/2023	24 mo. stepped rent to achieve market rate.
Olympic Boat Transport LLC	54.72	Mo/Mo	2/1/2024	Relocated crane next to Pete's Marine.
Pete Stein & Compass Woodwork	98.32	Mo/Mo	30-day notice	40'x8' land & 7'x8' land for equipment.
Pete's Marine Metals	1,565.40	7/31/2023*	8/1/2023	*Two 1-yr options available.
Port Townsend Fuel Dock LLC	650.00	6/30/2024*	N/A	*One 5-yr term remains. 2% flowage fee pays rent. MR applies.
PT Furniture Clinic	668.19	1/31/2024*	2/1/2024	*One 1-yr option remains.
PT Sailing Association	642.39	11/30/2027*	12/1/2023	*5-year, 2 week +5-year option building lease, Annual CPI; MR beg. year 3 and every 3 years.
Port Townsend Shipwrights, Inc.	8,299.11	7/31/2050	8/1/2024	MR incr 8/1/30-every 10 yrs/ann CPI. Amend 2: Adds land from Baird bldgs purchase
PT Rigging	511.33	3/31/2030	4/1/2023	Land lease. 4.6% CPI applied.
Pt Townsend Yacht Club	295.44	2/28/2026	3/1/2027	Land lease.
Revision Marine	2,238.81	12/31/2024	1/1/2024	Bldg/Land lease.
Sands, Guy & Kim (PT Brewing Co.)	3,436.78	5/31/2026*	6/1/2023	*Two 5-yr options remain. Bldg & Land.
Sands, Guy & Kim (PT Brewing Co)	162.00	Mo/Mo	10/1/2023	600 sf outdoor dining area.
Scow Bay Boats	521.34	9/30/2023*	10/1/2023	*One 3-yr option. Land lease-temporary structure.
Sea J's Café (Estate of Florence Jevne)	1,119.94	Mo/Mo	6/1/2023	Mo/Mo Building & Land agreement.
Sitewise Design PLLC	160.23	Mo/Mo	6/1/2023	Mo/Mo building agreement for small office 2-H in Nomura Bldg..
Skookum Corporation	915.01	3/31/2026*	4/1/2023	Annual step increases/*one 5-yr option/renting 3,036 sf lower floor, Nomura Bldg.
Stephens Marine	56.16	Mo/Mo	2/1/2024	Temp storage of equipment. Will move to Jochems building soon.
Sunrise Coffee	1,905.19	9/30/2031*	10/1/2023	*Two 5-yr options available. Deposit balance-6 installments.
Takaki, Jennifer (Marina Café)	620.80	12/31/2026	7/1/2023	5-year lease, stepped rent to achieve MR in 18 mos. Deposit in full.
Takaki, Jennifer (Marina Café)	106.92	Mo/Mo	10/1/2023	396 sf outdoor dining ara. CPI applies.
The Shop Cooperative	5,384.24	5/31/2026*	6/1/2023	*One 5-yr option. Assigned from Pete Stein & Compass Woodwork.
Tree Ring, LLC	142.44	Mo/Mo	3/1/2024	New month/month agreement-small office (2-G) upstairs, Nomura Bldg. CPI applied
University of WA - Sea Grant	224.64	Mo/Mo	4/1/2023	Office 2-E, Nomura Bldg. Tenancy begins 3/15/22-pro-rated rent.
U. S. Coast Guard	5,570.38	9/30/2023	10/1/2023	Annual lease renewal & step increases.

Point Hudson - PROPERTY		MARCH 2023		
LEASE NAME	Lease Amount	Lease Expiration	NEXT CPI/STEP Incr.	REMARKS
Best Coast Canvas	1,976.94	7/31/2023*	8/1/2023	Armory Bldg. *Exercised 2nd of 3 1-yr options (8/1/22-7/31/23)
Brion Toss Yacht Rigging	887.76	8/31/2024	9/1/2023	Armory Bldg. 5-yr lease, no options.
Brooks, Cindy	37.80	Mo/Mo	N/A	54 sf floor in Armory Bldg thru June to work on wherry for 70/48 race
Commanders Beach House	2,277.52	4/30/2025	5/1/2023	Assignment to D & N Dionne. CPI applied.
Doc's Marina Grill / TNT Restaurants LLC	3,074.53	4/30/2027	5/1/2023	Exercised last 5-yr option 5/1/22-4/30-27. Wants a new 10-yr lease.MR
Fortune Teller Art	374.88	Mo/Mo	8/1/2023	Office #2, Main Bldg., Point Hudson. 30 day notice for increases
GatheringPlace	N/A	7/31/2004	N/A	Southern half of duplex. Leasehold exempt - Non-profit
Hagen Designs	600.77	Mo/Mo	4/1/2023	Archive rm, Main Bldg. Short term. MR applied.
Hanson of Port Townsend Inc.	361.69	5/31/2024*	6/1/2023	Armory Bldg. *One 1-yr option remains: 6/22 , 6/23 , 6/24.
Hudson Point Café	1,584.53	6/30/2025*	7/1/2023	Main Bldg. *One 5-yr option available.
Hudson Point Café Office #10, Main Bldg.	276.14	Mo/Mo	7/1/2023	Main Bldg. Restaurant view office.
Hudson Point Café Office #8	248.53	Mo/Mo	7/1/2023	Main Bldg. Restaurant storage, non-view office.
Hudson Point Café	117.73			Main Bldg - common area fee-restroom cleaning/stocking
Impact Naval Architects, LLC	279.50	Mo/Mo	12/1/2023	Upstairs office, N. half PH Duplex.
Marine Resources Consultants Inc.	514.44	9/30/2024*	10/1/2023	Armory Bldg. *Used last option.
Marine Surveys & Assessments	—1,548.94	3/31/2024	4/1/2023	Cupola House. Scheduled step increases.
Mark Kielty Design	276.14	Mo/Mo	8/1/2023	Main Bldg., small view office.
Mark Kielty Design	7.77			PH Main Bldg - common area fee-restroom cleaning/stocking
Northwest Maritime Center	1,399.03	6/30/2051	7/1/2023	Former Landfall site-plan to build 3000 sf classroom.
Northwest Maritime Center (Swan Hotel)	516.00/yr	auto renew	6/1/2024	License-encroachment. MR every 3-yrs. Port may term w/180-day notice
Puget Sound Express	1,157.40	12/31/2025	1/1/2024	No options remain.
Schooner Martha Foundation	838.11	12/31/2024*	1/1/2024	*One 5-yr option available.
SEA Green Partners d/b/a SEA Marine	2,301.15	4/30/2027*	5/1/2023	*One 5-yr option. Armory Bldg-Upstairs sail loft space.
Shanghai Restaurant	2,585.72	10/31/2026	11/1/2023	No options remain.
Shanghai Restaurant	174.90			PH Main Bldg - common area fee-restroom cleaning/stocking
Shannon Partners LLC (SEA Marine)	2,345.28	6/30/2027	7/1/2023	Ground lease for SEA Marine facility.
The Artful Sailor	554.40	11/30/2023*	12/1/2023	Armory Bldg. *One 1-yr options remain.
The Artful Sailor	468.48	Mo/Mo	3/1/2024	Armory Bldg-NW end o fbldg. CPI applied.
U.S. Customs	3,236.16	12/20/2027	12/20/2024	Hospital Bldg. Accepted 5-yr option 12/2022 - 12/2027.
Washington Dept. of Fish & Wildlife	8,430.97	3/21/2024*	N/A	Hospital Bldg. *One 5-yr option.
Washington Dept. of Fish & Wildlife	1,512.90	Mo/Mo	11/1/2023	Cupola Annex-storage.To be rolled in 3/31/24 with main lease at opt da
Whittiker, LLC	\$ 275.88	Mo/Mo	8/1/2023	Office #1, Main Bldg., Point Hudson. 30 day notice for increases

JCIA - PROPERTY	MARCH 2023			
LEASE NAME	Lease Amount	Lease Expiration	NEXT CPI/ Step Incr.	REMARKS
A Hangar Condo Association	1,159.05	11/20/2045	12/1/2023	Land lease. Hangars 'E' & 'F'.
Aurora Aircraft Maint & Restoration	547.57	10/31/2026*	11/1/2023	*One 5-yr option remains.
Aurora Aircraft Maint & Restoration		12/31/2023	N/A	Fuel Concession. If Erickson replaces tank, one more 5-yr option available. Port is paid 2%/fuel sales for lease.
Broderson, Dennis	63.53	2/28/2016	3/1/2024	T-hangar pad LEASE CPI applied
Browning, Scott & Lori	100.00/yr	ann. auto renew	8/1/2023	Periodic tree & shrub removal.
Dow Jeffery & Jorja	362.16	12/31/2028	8/1/2023	Land lease. Hangar 'D'.
Eber, Lorenz	80.00	Mo/Mo	1/1/2024	T-hangar pad, #T-404(P)
Erickson, Warren & Karen	189.28	7/26/2057	3/1/2024	Land lease. Hangar '4-B'. CPI applied
G Hangar Condo Assoc.	560.44	6/9/2047	7/1/2023	Land lease.
Grandy, Richard	189.84	7/26/2057	3/1/2024	Land lease. Hangar '4-A'. CPI applied
H-Hangar Corp., Inc.	520.95	6/22/2049	7/1/2023	Land lease.
Hangar C Group LLC	542.64	4/30/2053	12/1/2023	Settled 2/25/21: Amend #6: Ext. term.
Hood Canal Aviation LLC/Jim Piper	189.28	7/26/2057	3/1/2024	Land lease. Hangar '4-C'. CPI applied
JEFFCO Hangar Assoc., Inc.	713.52	11/30/2041	12/1/2023	11,369 sf, hangar site 'I'.
Jeff. Co. Airport Condo Owners Assoc.	1,939.10	7/26/2057	3/1/2024	Assignment of NW Hangar's Lease for sites #7 & 8. CPI
K-Hangar Assoc. @ JCIA	530.59	4/25/2049	5/1/2023	Land lease. CPI applied.
L Hangar Condo Assoc @JCIA	612.27	10/31/2048	10/1/2023	Land lease.
LBG Development, LLC	500.00 fee	4/15/2024*	N/A	Site 1-Exer. option by 4/15/24-then rent begins/50-yr lease.
LBG Development, LLC	500.00 fee	4/15/2024*	N/A	Site 3-Exer. option by 4/15/24-then rent begins/50-yr lease.
Lemanski, Tom & Linda	70.00	Mo/Mo	3/1/2023	T-hangar pad, T-405. 2022 adopted rate applied (7c/sf)
Morrison, Neil/Lark Leasing	174.17	4/30/2053	5/1/2023	Land lease. Hangar 'N-North'. CPI applied.
Morrison, Neil	174.17	4/30/2053	5/1/2023	Land lease. Hangar 'N-South'. CPI applied.
Northrup, Mildred/Hopkins	70.00	Mo/Mo	3/1/2023	T-hangar pad, T-406(M). 2022 adopted rate applied (7c/sf)
Northwest Custom Hangars, LLC(Ward)	500.00 fee	4/15/2024*	N/A	Site 2-Exer option by 4/15/24-then rent begins/50-yr lease
Port Townsend Aero Museum	395.39	7/31/2052*	5/1/2023	*One 25-yr option. Museum bldg- land lease .
Port Townsend Aero Museum	338.90	7/31/2052*	5/1/2023	*One 25-yr opt. Museum bldg- land lease (expans.). CPI appl.
Port Townsend Aero Museum	582.92	7/31/2052*	5/1/2023	*One-25 yr option. Maintenance bldg- land lease . CPI appl.
Port Townsend Aero Museum	231.78	4/30/2053	5/1/2023	M' Hangar. Separate land lease. CPI applied.
Port Townsend Aero Museum	70.00	Mo/Mo	5/1/2023	T-hangar pad, T-400(S). MR applied.
Port Townsend Aircraft Services	293.09	6/30/2035*	7/1/2023	*Two 10-yr options.
Pratt Sr., David	70.00	Mo/Mo	3/1/2023	T-hangar pad, T-401(N). 2022 adopted rate applied (7c/sf)
Puget Sound Express-J Hangar Lease	255.81	10/1/2050	10/1/2023	Assignment-Land lease to Puget Sound Express.
Scheall, Daniel	63.53	2/28/2026	3/1/2024	T-hangar pad LEASE T-402(O) CPI applied
Spruce Goose	228.63	9/30/2029*	10/1/2023	*Two 5-yr options. CPI/MR apply.
Station Prairie	560.00	4/30/2072	5/1/2023	Hangar site pad #5. Amendment No. 1 increased premises.
Station Prairie	336.00	Mo/Mo	30-day	Temporary staging area for hangar construction, site #5.
Wexman, Scott & Diana Levin	252.48	3/31/2053	4/1/2023	Land lease. Hangar 'O'. 4.6% CPI applied.

QUILCENE - PROPERTY		MARCH 2023		
LEASE NAME	Lease Amount	Lease Expiration	NEXT CPI/ Step Incr.	REMARKS
Canterbury, Ray	<i>fluctuates</i>	N/A		<i>Water rights.</i>
Coast Seafoods	\$5,747.69	12/31/2039	1/1/2024	Land lease.
Coast Seafoods	<i>fluctuates</i>			<i>Water.</i>
Quilcene Harbor Yacht Club	\$ 515.00	10/31/2027*	11/1/2023	*One 5-yr option. Rent + 106/hrs in-kind labor. Non-exclusive use of deck.
Quilcene Harbor Yacht Club	<i>fluctuates</i>			<i>Water.</i>
Quilcene Village Store	\$ 120.07	Mo/Mo	9/1/2023	Rental of kayak rack & ground it sits on. Mo-to-mo agrmnt.

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Page 63

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February 22, 2023

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Office of the Secretary of Transportation
U.S. Department of Transportation

Re: FY 2023 Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant
Lower Big Quilcene Riverscape Restoration Project

Dear RAISE Grant Program Staff:

The Port of Port Townsend is writing this letter to voice our strong support for the Lower Big Quilcene Riverscape Restoration Project. This project will comprehensively address impacts to transportation infrastructure in the town of Quilcene, WA caused by the frequent flooding of the Big Quilcene River.

Currently, roadways within close proximity to the lower Big Quilcene River are regularly inundated by floodwaters and made impassible to vehicle traffic. This issue is especially pronounced on Linger Longer Road, which is the only access route to the Port of Port Townsend's Herb Beck public marina located south of the river. Flooding now prevents county residents from traveling to and from this facility.

The Lower Big Quilcene Riverscape Restoration Project will eliminate these serious transportation issues by:

- Replacing aging and dysfunctional infrastructure with a modern 1,040-foot floodplain spanning bridge. This bridge will ensure that access to the marina is undisrupted, even during severe weather events.
- Removing levees from the north bank of the Big Quilcene River. This will permanently stop flooding south of the river and restore functional fish and wildlife habitat.

Addressing impacts to transportation infrastructure caused by flooding is vital to preserving the functionality and safety of our marina. The benefits that this project would provide are greatly needed.

Thank you for considering this project for funding.

Sincerely,

Eron Berg
Executive Director

Moving in the Right Direction

**A one-day conference for decision makers, planners, engineers, and advocates.
Friday, April 14th. 9 am-4 pm. American Legion, Port Townsend WA**

Transportation influences every aspect of our lives. Decisions we make as individuals or local governments affect human and climate health, housing costs and availability, economic vitality, recreation, and community equity. Our most daunting problems can be improved by changing how we move people around. The conference will

- Explore how transportation affects many of the aspects of community.
- Explore data-based policies to make it easier for people to walk, bike, and use transit.
- Propose policies for implementation to create the safe, accessible, equitable, climate smart, adequately-housed, economically resilient, community envisioned in our comprehensive plans.

The day's agenda includes expert presentations, a panel discussion and inclusive workshop sessions. The result will be tools to create the community envisioned in our comprehensive plans: one of reduced housing costs while making our community more healthy, safe, accessible, climate smart, economically vital, and equitable.

Keynote speaker is Mike McGinn, the Executive Director of America Walks and a former Seattle mayor. Also presenting will be the internationally recognized walkability expert Dan Burden. Representatives of local public works and planning departments, Jefferson Transit, and the Port, among others will lead a plenary panel and workshop sessions. The Transportation Lab, a Local 20/20 Action Group, is organizing *Moving in the Right Direction*. We welcome community participants, volunteers and sponsors. Kindly contact us for more information.

Please join us in creating a safe, healthy, more affordable, sustainable, and equitable community.

Scott Walker (walkers@olympus.net)
 Dave Theilk (edavidt@gmail.com)
 Rebecca Kimball (rebeccajkimball@gmail.com)
 Carol McCreary (carol.mccreary@gmail.com)
 Richard Dandridge(dandrpt@gmail.com)





ONE-DAY CONFERENCE

FOR: DECISION MAKERS
PLANNERS • ENGINEERS
& ADVOCATES

FRIDAY, APRIL 14, 2023
9 AM TO 4 PM
AMERICAN LEGION
PORT TOWNSEND, WA



TRANSPORTATION INFLUENCES EVERY ASPECT OF OUR LIVES!

Decisions we make as individuals or local governments affect human and climate health, housing costs and availability, economic vitality, recreation, and community equity. Our most daunting problems can be improved by changing how we move people around.

THE CONFERENCE WILL:

- EXPLORE how transportation affects many of the aspects of community.
- EXAMINE data-based policies to make it easier for people to WALK, BIKE, and use TRANSIT.
- PROPOSE policies for implementation to create the safe, accessible, equitable, climate smart, adequately-housed, economically resilient, community envisioned in our comprehensive plans.

KEYNOTE SPEAKER: **MIKE MCGINN**

EXECUTIVE DIRECTOR OF AMERICA WALKS
FORMER SEATTLE MAYOR

ALSO PRESENTING WILL BE THE
INTERNATIONALLY RECOGNIZED
WALKABILITY EXPERT

DAN BURDEN

MORE INFO: **L2020.org**

FRIDAY, APRIL 14, 2023 • 9 AM TO 4 PM • AMERICAN LEGION • PORT TOWNSEND, WA

SAVE THE DATE! • JOIN US IN CREATING A SAFE, HEALTHY, MORE AFFORDABLE, SUSTAINABLE, AND EQUITABLE COMMUNITY.

Joanna Sanders

Subject: FW: Transportation Lab conference details
Attachments: Conference 1 pager.docx; Conference-Flyer-April-2023-1.pdf

From: Scott Walker <walkers@olympus.net>

Sent: Thursday, March 2, 2023 4:26 PM

To: Eron Berg <Eron@portofpt.com>; Pete Hanke <phanke@portofpt.com>; Carol Hasse <Carol@portofpt.com>; Pam Petranek <Pam@portofpt.com>

Subject: Transportation Lab conference details

Hi all,

I apologize for coming to you so near to our planned date, but because I still work full time, time brush fires often prevent carrying out best laid plans. Anyway, I wanted to give you a bit more information about the Transportation Lab's planned conference. Our overall goal is to bring the community and its various government representatives into a vision of how great transportation policies and facilities can go a long way in solving multiple and seemingly intractable community issues: housing, health, equity, recreation, economic vitality, and climate. And build the community we want.

Before learning about the PoPT plan for a levee and extended "water walk", we had already decided that one of locations we would highlight in the conference will be the corridor from Kearney to the Larry Scott. The conference could be an opportunity for some public engagement regarding the levee plan.

Attached are the latest documents we are comfortable sharing, though be aware they still need some tightening up and the additional logos of the remaining sponsors: the city, the county, Jefferson Healthcare, Jefferson Transit, the Broken Spoke, and Sunrise Coffee. Sponsorship is paying the cost of the venue, speaker needs, food and beverages, graphic design, printing, and other bits. Please consider including PoPT as a sponsor. You would be a welcome addition.

We will be sending out invitations as we near the conference date.

Lastly, one of us from the T-Lab would be happy to attend your next commission meeting to answer any questions.

Best to you all!,
Scott