

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
2nd Monthly Meeting Agenda
Wednesday, June 26, 2024, 5:30 p.m.**

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

- I. Call to Order / Pledge of Allegiance
- II. Approval of Agenda
- III. Public Comments
- IV. Consent Agenda
 - A. Approval of Workshop & Business Meeting Minutes from June 12, 20243-7
 - B. Approval & Ratification of Warrants8-18
 - C. Resolution 817-24 Authorizing Sale of Vessel Elmore (Henning Heinmann)19-20
 - D. Resolution 818-24 Authorizing WSDOT Aviation Grant for JCIA Master Plan Update.....21-24
 - E. Resolution 819-24 Authorizing WSDOT Aviation Grant for New Fuel System Project.....25-28
 - F. Approval of Pay Estimate #17, Wire to Orion Marine Construction for Point Hudson South Jetty Construction Work in 2024 for \$22,595.1129-30
 - G. Spruce Goose Café Lease Assignment, Assumption & Amendment31-56
- V. Second Reading ~ none
- VI. First Reading
 - A. Rules Amendment 4.05.010 Credit System – Port Use of Slips Left Vacant by Moorage Licensees57-60
- VII. Regular Business
 - A. Jefferson County International Airport, Building Site #6, Competing Hangar Proposals.....61-78
- VIII. Staff Comments
- IX. Commissioner Comments
- X. Next Meetings:

Wednesday, July 10, 2024 Commission Workshop at 9:30 a.m. & Commission Business Meeting at 1:00 p.m., via Zoom and in Person
- XI. Executive Session
- XII. Adjournment

Informational Items

- Contract Update.....80
- Rules Amendment Title 7 Union Wharf and City Dock.....81-96
- NWMC Port Security Letter of Support97
- Commission Meeting Schedule.....98-100

PORT COMMISSION WORKSHOP MEETING – Wednesday, June 12, 2024

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

Present: Commissioners Hanke, Hasse and Petranek
 Executive Director Eron Berg
 Deputy Director Eric Toews
 Finance Director Connie Anderson
 Director of Capital Projects and Port Engineer Matt Klontz
 Manager of Capital Projects Dave Nakagawara
 Project Administrator Natalie Toews
 Harbormaster Kristian Ferrero

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

Commissioner Hanke called the meeting to order at 9:35 a.m.

II. CLIMATE ACTION COMMITTEE GOALS (Rec. 00:00:00)

Kees Kolff and Cindy Jayne, Chair and Co-Chair respectively of the Climate Action Committee gave a presentation. They provided an overview, CAC update and activities, new greenhouse gas emissions and new carbon sequestration goals, and possible Port climate activities for 2024-2025.

During Commission discussion, there was a discussion of concerns about solar power and wind generation. Referenced was the Port Report from Spring 2023 with Port environmental efforts and reference to regenerative farming at the Short Farm.

III. QUARTERLY CAPITAL PROJECT UPDATE (00:48:04)

Director of Capital Projects and Port Engineer Matt Klontz distributed the capital projects report. He and Manager of Capital Projects Dave Nakagawara reviewed individual project updates for the Main Breakwater, Stormwater Treatment Improvement, North Boat Yard Expansion, Sea Level Rise, and Launch Ramp w/Seasonal Float.

IV. COMMISSION ROUNDTABLE (01:30:00)

Commissioner Petranek led a commissioner discussion about speakers or particular topics of interest for the Intergovernmental Collaborative Group.

Commissioner Hasse reported that the Clallam County Park and Rec Dept. is developing campsites at Salt Creek recreational area associated with the Cascadia marine trail. This may be an idea to explore at the Quilcene campground.

V. PUBLIC COMMENT - None

VI. ADJOURNMENT (Rec. 02:00:00): The meeting adjourned at 11:32 a.m., there being no further business before the Commission.

ATTEST:

Pamela A. Petranek, Secretary

Peter W. Hanke, President

Carol L. Hasse, Vice President

PORT COMMISSION REGULAR BUSINESS MEETING – Wednesday, June 12, 2024

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

Present: Commissioners Petranek, Hanke and Hasse
Executive Director Eron Berg
Director of Finance and Administration Connie Anderson
Deputy Director Eric Toews
Harbormaster Kristian Ferrero
Lease and Contracts Administrator Sue Nelson
Capital Projects Administrator Natalie Toews
Via Zoom: Attorney Seth Woolson

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

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

II. APPROVAL OF AGENDA (Rec. 00:00:35)

There were no changes.

III. PUBLIC COMMENTS – GENERAL (Rec. 00:00:47)

There were none.

IV. SPECIAL PRESENTATION (Rec. 00:01:40)

Staff recognized the 10-year Anniversaries for both Kristian Ferrero & Charlie Shaw with comments about their significant contributions to the Port team.

V. CONSENT AGENDA (Rec. 00:08:39)

A. Approval of Business Meeting Minutes from May 22, 2024 and Special Meeting Minutes May 29, 2024

B. Approval & Ratification of Warrants

Warrant #068560 in the amount of \$3,196.80 is ratified

Warrant #068561 through #068592 in the amount of \$43,676.97 is ratified.

Electronic Debit in the amount of \$11,854.27 is ratified.

Electronic Debit in the amount of \$520.09 is ratified

Warrant #068593 through #068597 and Electronic Payment in the total amount of \$295,958.40

Warrant No. #068471 and #068516 in the amount of \$77,627.59 is void

Warrant #068598 through #068639 in the amount of \$77,591.15 is ratified.

The Consent Agenda was approved as written.

VI. SECOND READING - None

VII. FIRST READING - None

VIII. REGULAR BUSINESS (Rec. 00:08:58)

A. Short Planning Process Update (Rec. 00:02:45)

Deputy Director Eric Toews gave a status update from the June 5 Farm Steering Committee. A presentation on the Farm Plan will be presented to the Commission at the July 10 workshop. Staff will be working on lease agreements for ongoing farm management in the short-term while working on long-term options. Additional assistance will be sought from the University of Washington master planning students at a cost of roughly \$5,000. There was no Commission objection to that expenditure.

B. Year to Date February 2024 Financial Report (Rec. 00:28:02)

Director of Finance and Administration Connie Anderson reviewed meeting handouts including consolidated financials, informational memorandum, and detailed financial report. She responded to specific questions about operating revenue and expenses.

C. Harbormaster Report (Rec. 00:53:00)

Harbormaster Kristian Ferrero presented his report noting 75-ton and 300-ton traffic is down from the former year. He spoke about the higher-than-normal amount of no shows scheduled for the 300-ton haulout in May. Boat Haven nightly transient moorage is also down and was attributed to an increase in guest monthly. There were three successful shrimp openers at the Quilcene ramp and staff worked to park a record number of vehicles.

IX. STAFF COMMENTS (Rec. 01:17:26)

Executive Director Eron Berg reported the Quilcene end of the year party is June 21.

Deputy Director Eric Toews reported on the work of the Joint Growth Management Steering Committee on coordinating planning activities of jurisdictions required to plan (Jefferson County and City of Port Townsend), including a review of the Countywide planning policies.

Director of Finance and Administration Connie Anderson spoke about attending her first WPPA finance conference later this month. Two federal grant projects that were chosen for review as part of the audit are the jetty and taxiway. A recent IT project was the transfer from the former internet provider to Jefferson PUD fiber.

Lease and Contracts Administrator Sue Nelson announced Kevin Short vacated the short property moving his trailer. The Spruce Goose sale is in process and a lease assignment will be coming to the Commission. There are inquiries about the future of the Point Hudson moorage & engineering offices for possible rent.

Capital Projects Administrator Natalie Toews reported working with maintenance to catalog repairs as well as continued work on capital projects reporting.

Harbormaster Kristian Ferrero reported busy summer activity including mitigating the visiting sea lions to the docks.

Port Attorney Seth Woolsen announced that Frank Chmelik will attend the next Port Commission meeting in his place.

X. COMMISSIONER COMMENTS (Rec. 01:28:00)

Commissioner Petranek reported on her attendance at the EDC Board meeting. Some discussion ensued about possible speakers for an upcoming ICG meeting as discussed at the morning workshop. Eron Berg agreed to facilitate ideas.

XI. NEXT PUBLIC WORKSHOP & REGULAR BUSINESS MEETING (Rec. 01:33:49)
Wednesday, June 26, 2024 at 5:30 p.m., via Zoom and in Person

XII. EXECUTIVE SESSION – None

XIII. ADJOURNMENT (Rec. 01:34:01): meeting adjourned at 2:34 p.m., there being no further business before the Commission.

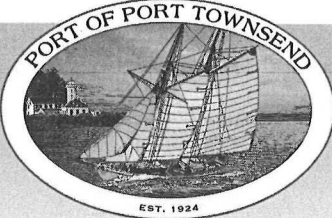
ATTEST:

Pamela A. Petranek, Secretary

Peter W. Hanke, 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 this claim, in Warrant No 068640 generated on June 12th, 2024 in the amount of \$213.00 is ratified.

Signed and Authenticated on this 26th day of June, 2024.

For: Accounts Payable

Commissioner Pete W. Hanke

Commissioner Carol Hasse

Commissioner Pam Petranek

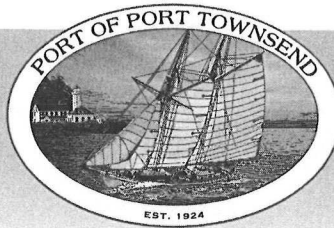
Connie Anderson, Director of
Finance and Administration

Port of Port Townsend (PTA)

Bank Code: W - WARRANTS PAYABLE

Check Number	Check Date	Vendor	Invoice Number	Invoice Date	Invoice Amount	Discount Applied	Payment Amount	Check Entry Number: 001
0000068640	6/12/2024	CIT010	City of Port Townsend LUP24-015	6/12/2024	213.00	0.00	213.00	
Report Total:					<u>213.00</u>	<u>0.00</u>	<u>213.00</u>	

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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 068641 through No. 068643 generated on June 14, 2024 in the amount of \$5,469.73 and Electronic Payment in the amount of \$134,371.70, for a total amount of \$139,841.43 is ratified.

Signed and Authenticated on this 26th day of June, 2024.

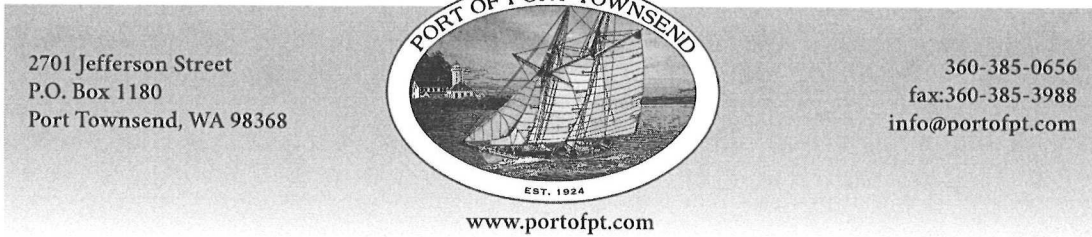
For: Payroll and Benefits

Commissioner Pete W Hanke

Commissioner Carol Hasse

Commissioner Pam Petranek

Connie Anderson, Director of
Finance And
Administration



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 this claim, in Warrants No 068644 - 068683 generated on June 20th, 2024 in the amount of \$221,804.04 is ratified.

Signed and Authenticated on this 26th day of June, 2024.

For: **Accounts Payable**

Commissioner Pete W. Hanke

Commissioner Carol Hasse

Commissioner Pam Petranek

Connie Anderson, Director of
Finance and Administration

Port of Port Townsend (PTA)

Bank Code: W - WARRANTS PAYABLE							
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0000068644	6/20/2024	48N010	48 North				Check Entry Number: 001
			106166	6/7/2024	1,300.00	0.00	1,300.00
0000068645	6/20/2024	BAN005	Bank of America				Check Entry Number: 001
			6/5/2024 STATEMENT	6/5/2024	10,008.55	0.00	10,008.55
0000068646	6/20/2024	CAR001	Carl's Building Supply				Check Entry Number: 001
			5/31/24 STATEMENT	6/1/2024	2,343.54	0.00	2,343.54
0000068647	6/20/2024	CAS010	Cascade Columbia Distribution Company				Check Entry Number: 001
			897475	6/3/2024	4,034.89	0.00	4,034.89
0000068648	6/20/2024	CED005	CED				Check Entry Number: 001
			5948-1054557	6/5/2024	203.48	0.00	203.48
			5948-1054752	6/5/2024	68.92	0.00	68.92
			5948-1055081	6/5/2024	78.77	0.00	78.77
			5948-1055082	6/12/2024	319.92	0.00	319.92
			5948-1055152	6/5/2024	284.44	0.00	284.44
			5948-1055212	6/12/2024	303.15	0.00	303.15
			5948-1055243	6/6/2024	256.00	0.00	256.00
			Check 0000068648 Total:		1,514.68	0.00	1,514.68
0000068649	6/20/2024	CEN030	CenturyLink				Check Entry Number: 001
			6/1/24 STATEMENT	6/1/2024	205.00	0.00	205.00
0000068650	6/20/2024	CER040	Certified Laboratories				Check Entry Number: 001
			8715013	6/4/2024	418.95	0.00	418.95
0000068651	6/20/2024	CIT001	City Of Port Townsend				Check Entry Number: 001
			0084552	6/11/2024	1,600.00	0.00	1,600.00
0000068652	6/20/2024	COA050	Mott MacDonald				Check Entry Number: 001
			507503840	6/14/2024	5,250.00	0.00	5,250.00
0000068653	6/20/2024	COW020	Cowling and Co LLC				Check Entry Number: 001
			1270	12/31/2023	3,803.40	0.00	3,803.40
0000068654	6/20/2024	DAI001	Daily Journal of Commerce				Check Entry Number: 001
			34001040	6/4/2024	479.40	0.00	479.40
0000068655	6/20/2024	DLL010	D L Logos				Check Entry Number: 001
			4643	6/5/2024	30.60	0.00	30.60
			4646	6/6/2024	667.80	0.00	667.80
			Check 0000068655 Total:		698.40	0.00	698.40
0000068656	6/20/2024	FAS020	Fastenal				Check Entry Number: 001
			WAPOR96896	5/31/2024	267.25	0.00	267.25
			WAPOR96923	6/5/2024	51.46	0.00	51.46
			WAPOR96963	6/12/2024	142.57	0.00	142.57
			WAPOR98897	5/31/2024	450.09	0.00	450.09
			Check 0000068656 Total:		911.37	0.00	911.37
0000068657	6/20/2024	FER001	Ferrellgas				Check Entry Number: 001
			5008575216	5/27/2024	266.29	0.00	266.29
0000068658	6/20/2024	GUA080	Guardian Security Systems, Inc.				Check Entry Number: 001
			1497671	6/1/2024	185.36	0.00	185.36
			1497672	6/1/2024	114.56	0.00	114.56
			Check 0000068658 Total:		299.92	0.00	299.92
0000068659	6/20/2024	HEN004	Port Townsend Garden Center				Check Entry Number: 001
			218503	6/5/2024	376.22	0.00	376.22
			219872	6/20/2024	50.14	0.00	50.14
			Check 0000068659 Total:		426.36	0.00	426.36

Check Register
Journal Posting Date: 6/20/2024
Register Number: CD-001085

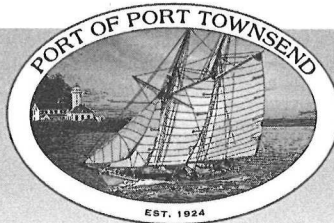
Port of Port Townsend (PTA)

Bank Code: W - WARRANTS PAYABLE							
Check Number	Check Date	Vendor	Invoice Number	Invoice Date	Invoice Amount	Discount Applied	Payment Amount
000068660	6/20/2024	HIG020	Highway Specialties LLC				Check Entry Number: 001
			0012915-IN	6/14/2024	185.47	0.00	185.47
000068661	6/20/2024	INS025	Insight Public Sector, Inc.				Check Entry Number: 001
			1101171641	6/5/2024	7,714.96	0.00	7,714.96
000068662	6/20/2024	JC0003	Jefferson County - Public Work				Check Entry Number: 001
			5/31/24 STATEMENT	5/31/2024	504.19	0.00	504.19
000068663	6/20/2024	KEN010	Kendrick Equipment				Check Entry Number: 001
			U51895	6/3/2024	141.72	0.00	141.72
			U51903	6/3/2024	230.89	0.00	230.89
			Check 000068663 Total:		372.61	0.00	372.61
000068664	6/20/2024	KEN020	Kennedy Jenks				Check Entry Number: 001
			172147	6/6/2024	103,802.49	0.00	103,802.49
000068665	6/20/2024	KIT001	Kitsap Tractor & Equipment				Check Entry Number: 001
			P2877601	6/11/2024	310.70	0.00	310.70
			P2880901	6/11/2024	113.61	0.00	113.61
			P2881001	6/11/2024	25.99	0.00	25.99
			Check 000068665 Total:		450.30	0.00	450.30
000068666	6/20/2024	LAN001	Landau Associates				Check Entry Number: 001
			0058489	6/11/2024	6,013.75	0.00	6,013.75
000068667	6/20/2024	LEM040	Lemay Mobile Shredding				Check Entry Number: 001
			4842540S185	6/1/2024	15.84	0.00	15.84
000068668	6/20/2024	MAC070	MacLeod Reckord, PLLC				Check Entry Number: 001
			INV-9286	6/7/2024	5,065.50	0.00	5,065.50
000068669	6/20/2024	MAY020	Mayda				Check Entry Number: 001
			190134	6/5/2024	2,023.84	0.00	2,023.84
000068670	6/20/2024	OLY003	Olympic Springs, Inc.				Check Entry Number: 001
			5/31/24 STATEMENT	5/31/2024	80.29	0.00	80.29
			5/31/24 STMNT	5/31/2024	29.29	0.00	29.29
			Check 000068670 Total:		109.58	0.00	109.58
000068671	6/20/2024	PAL050	Pallco, Inc				Check Entry Number: 001
			REFUND OFFICE #10	6/6/2024	290.90	0.00	290.90
000068672	6/20/2024	PAP020	Pape Material Handling				Check Entry Number: 001
			9155464	5/31/2024	314.63	0.00	314.63
000068673	6/20/2024	PET025	Petrick Lock & Safe				Check Entry Number: 001
			22127	6/11/2024	277.66	0.00	277.66
000068674	6/20/2024	PIN010	Pinnacle Investigations Corp				Check Entry Number: 001
			92935	6/2/2024	45.50	0.00	45.50
			93076	6/9/2024	166.00	0.00	166.00
			Check 000068674 Total:		211.50	0.00	211.50
000068675	6/20/2024	PUD005	PUD #1 of Jefferson County				Check Entry Number: 001
			6/5/24 STATEMENT	6/5/2024	200.17	0.00	200.17
000068676	6/20/2024	RAM055	Pam Ramsey				Check Entry Number: 001
			REFUND 6/9/24	6/9/2024	82.00	0.00	82.00
000068677	6/20/2024	REI002	Reid Middleton Co				Check Entry Number: 001
			2405171	6/13/2024	48,818.46	0.00	48,818.46
000068678	6/20/2024	ROD030	Rodda Paint				Check Entry Number: 001
			44183395	6/7/2024	87.76	0.00	87.76
000068679	6/20/2024	SEC010	Security Services				Check Entry Number: 001
			136057	6/1/2024	202.30	0.00	202.30

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
0000068680	6/20/2024	SHO010	Shold Excavating Inc				Check Entry Number: 001
			81307	6/6/2024	771.32	0.00	771.32
0000068681	6/20/2024	ULI040	ULINE				Check Entry Number: 001
			178680945	5/28/2024	3,230.41	0.00	3,230.41
0000068682	6/20/2024	WA1901	State of Washington				Check Entry Number: 001
			L161810	6/11/2024	5,772.65	0.00	5,772.65
0000068683	6/20/2024	WAS003	Washington Public Ports Assn.				Check Entry Number: 001
			024-342	6/7/2024	1,725.00	0.00	1,725.00
Report Total:					<u>221,804.04</u>	<u>0.00</u>	<u>221,804.04</u>

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



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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 **\$15,684.70 is ratified.**

Signed and Authenticated on this 26th day of June, 2024.

For: Washington State, Employment Security Department for WA Cares – for Qtr 2, 2024 in the amount of **\$15,684.70**

Commissioner Pete W. Hanke

Commissioner Carol Hasse

Commissioner Pam Petranek

Connie Anderson, Director of
Finance And Administration

Washington State Department of Revenue

Your Return has been submitted and your confirmation number is **0-040-990-333**

Below is information from your Monthly Return for the period ending May 31, 2024

Filing Date	June 20, 2024
Account ID	161-000-044
Primary Name	BOAT HAVEN FUEL DOCK
Payment Method	Bank Account (ACH Debit)
Payment Effective	June 25, 2024
Total Tax	19,229.24
Total Credits	3,544.54
Total Due	15,684.70

Combined Excise Tax Return

BOAT HAVEN FUEL DOCK
 161-000-044

Filing Period: May 31, 2024

Due Date: June 25, 2024

Filing Frequency: Monthly

Business & Occupation

Tax Classification	Gross Amount	Deductions	Taxable Amount	Tax Rate	Tax Due
Retailing	149,183.29	0.00	149,183.29	0.004710	702.65
Service and Other Activities (\$1 million or greater in prior year)	162,393.44	0.00	162,393.44	0.017500	2,841.89
Total Business & Occupation					3,544.54

State Sales and Use

Tax Classification	Gross Amount	Deductions	Taxable Amount	Tax Rate	Tax Due
Retail Sales	149,183.29	0.00	149,183.29	0.065000	9,696.91
Use Tax	3,261.58	0.00	3,261.58	0.065000	212.00
Total State Sales and Use					9,908.91

Public Utility Tax

Tax Classification	Gross Amount	Deductions	Taxable Amount	Tax Rate	Tax Due
Other Public Service Business	8,693.90	0.00	8,693.90	0.019260	167.44
Water Distribution	876.23	0.00	876.23	0.050290	44.07
Total Public Utility Tax					211.51

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	3,520.51
Service & Other SBC	24.03

Submission

Confirmation #: 0-040-990-333
Prepared By: Donna Frary
Phone Number: (360) 379-5217
Email Address: donna@portofpt.com
Submitted Date: Jun-20-2024

Payment

Amount Due: \$15,684.70
Amount Paid: \$15,684.70
Effective Date: Jun-25-2024
Method: Bank Account (ACH Debit)

Local City and/or County Sales Tax

Location	Taxable Amount	Tax Rate	Tax Due
1600 - JEFFERSON COUNTY	220.00	0.026000	5.72
1601 - PORT TOWNSEND	148,963.29	0.029000	4,319.94
Total Local City and/or County Sales Tax			4,325.66

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

Location	Taxable Amount	Tax Rate	Tax Due
1601 - PORT TOWNSEND	3,261.58	0.029000	94.59
Total Local City and/or County Use Tax/Deferred Sales Tax			94.59

Transient Rental Income

Location	Income	
1601 - PORT TOWNSEND	57,201.30	
Total Transient Rental Income		57,201.30

Special Hotel/Motel

Location	Taxable Amount	Tax Rate	Tax Due
1601 - PORT TOWNSEND	57,201.30	0.020000	1,144.03
Total Special Hotel/Motel			1,144.03

Total Tax	19,229.24
Total Credits	3,544.54
Subtotal	15,684.70
Total Amount Owed	15,684.70

RESOLUTION NO. 817 - 24

**A RESOLUTION OF THE COMMISSION OF THE PORT OF
PORT TOWNSEND AUTHORIZING THE SALE OF VESSELS LOCATED
WITHIN THE PORT OF PORT TOWNSEND’S MOORAGE FACILITIES;
DECLARING, WHERE TITLE REVERTS TO THE PORT OF PORT
TOWNSEND, THAT THE VESSELS NOT NEEDED FOR PORT OF PORT
TOWNSEND’S PURPOSES; AND AUTHORIZING THE EXECUTIVE
DIRECTOR TO SELL OR OTHERWISE DISPOSE OF THE VESSELS.**

WHEREAS, the owners of the vessels listed on Exhibit “A” owe the Port of Port Townsend charges. These charges are listed on Exhibit “A” and have not been paid.

WHEREAS, the Port of Port Townsend has followed the procedures in RCW 53.08.320,

WHEREAS, the vessels listed on Exhibit “A” are not needed for Port of Port Townsend purposes;

NOW THEREFORE BE IT RESOLVED as follows:

1. Pursuant to RCW 53.08.320, the Executive Director or the Executive Director’s designee (hereinafter the “Executive Director”) is hereby authorized to conduct a public sale of the vessels listed on Exhibit “A.” The Executive Director shall sell the vessels to the highest and best bidder for cash. The Executive Director is further authorized, at the Executive Director’s discretion, to determine a minimum bid requirement and/or require a letter of credit for the vessels to discourage the future abandonment of the vessels.
2. Pursuant to RCW 53.08.090, for those vessels listed on Exhibit “A” where title reverts to the Port of Port Townsend, the vessels are not needed for Port of Port Townsend purposes and therefore declared surplus property.
3. Pursuant to RCW 53.08.090, for those vessels listed on Exhibit “A” where title reverts to the Port of Port Townsend, the Executive Director is authorized to sell the vessels or otherwise dispose of the vessels at the Executive Director’s discretion.

ADOPTED by the Board of Commissioners on the 26th day of June 2024, and duly authenticated in open session by the signature of the Commissioners voting in favor thereof with the seal of the Commission affixed here to.

ATTEST:

Pamela A. Petranek, Secretary

Peter W. Hanke, President

Carol L. Hasse, Vice President

APPROVED AS TO FORM:

Port Attorney

EXHIBIT A

<u>VESSEL NAME</u>	<u>OWNER NAME</u>	AMOUNT OWING
ELMORE	Henning Heinmann	\$23,563.04

PORT OF PORT TOWNSEND

AGENDA COVER SHEET

MEETING DATE	June 26, 2024
AGENDA ITEM	<input type="checkbox"/> First Reading <input type="checkbox"/> Second Reading <input checked="" type="checkbox"/> Regular Business
AGENDA TITLE	IV. D. Resolution 818-24 Authorizing Application for Funds to Support Development of an Airport Master Plan
STAFF LEAD	Matt Klontz, Director of Capital Projects and Port Engineer
REQUESTED	<input type="checkbox"/> Information <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Action <input checked="" type="checkbox"/> Discussion
ATTACHMENTS	<ol style="list-style-type: none"> 1. Staff Report 2. Resolution 818-24

If adopted as part of the Consent Agenda, no further action is needed.

Alternative: Remove from Consent Agenda for discussion. Recommended Action: Move to approve Resolution 818-24 Authorizing Application for Funds to Support Development of an Airport Master Plan

PORT OF PORT TOWNSEND

INFORMATIONAL MEMO

DATE: 6/26/2024
TO: Port Townsend Port Commission
FROM: Matt Klontz P.E., Port Capital Project Director
SUBJECT: Grant Authorizing Resolution No. 818-24, for JCIA Master Plan Update

ISSUE: Should the Port Commission authorize the Executive Director to execute agreements as may be needed with the Washington State Department of Transportation (WSDOT) to secure up to \$16,666 in WSDOT grant funding for JCIA Master Plan Update?

BACKGROUND: The Port is embarking on updating the master plan for the JCIA that was last updated in 2014. Periodic updates of master plans are common. In this instance, the update will serve to recalibrate the forecast of aviation activity including quantifying the type of aircraft using the facilities. This information will be used to develop and an array of capital projects needed for a twenty-year horizon to address needs. The master plan update will also offer an opportunity to change the airport layout plan to include Port owned property into the airport layout for future non-aviation related development.

DISCUSSION: The WSDOT grant application requires an adoption resolution to 1) authorize submission of the grant application, 2) state that matching funds are available, and 3) demonstrate elected officials' project support.

FISCAL IMPACT: Total project cost is anticipated not to exceed \$333,333. FAA is funding 90% of eligible project costs in the amount of \$300,000. The Port anticipates WSDOT funding 5% of eligible project costs in the amount of \$16,666. The Port's share of project cost is the remaining 5% in the amount of \$16,667. The Port Net Operating Income is sufficient for 2024, and therefore has the matching funds available to cover its share of project costs.

RECOMMENDATION: Approve the attached Resolution 818-24 authorizing the Executive Director to execute and file such documents and agreements as may be necessary to secure funding assistance to support the master plan update.

ATTACHMENTS: One (1) attachment is included: draft Port Commission Resolution No. 818-24.

RESOLUTION NO. 818-24

A Resolution of the Commission of the Port of Port Townsend

RESOLUTION AUTHORIZING THE PORT OF PORT TOWNSEND TO FILE APPLICATIONS WITH THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION, AVIATION DIVISION, SEEKING AIRPORT AID GRANT FUNDS TO SUPPORT DEVELOPMENT OF AN AIRPORT MASTER PLAN FOR THE JEFFERSON COUNTY INTERNATIONAL AIRPORT, AND ASSURING THAT LOCAL MATCHING FUNDS ARE AVAILABLE AND AUTHORIZED.

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

WHEREAS, under RCW 53, the Port of Port Townsend is responsible for developing and maintaining infrastructure that fosters economic development, providing transportation facilities that support commerce and communities within Jefferson County; and

WHEREAS, under RCW §53.08.020 the Port of Port Townsend is specifically authorized to construct, purchase, acquire, lease, maintain and operate air transfer and terminal facilities subject to all applicable state and federal laws; and

WHEREAS, the Port of Port Townsend is applying for financial assistance through the 2024 Washington State Department of Transportation (WSDOT) Airport Aid Grant Program to partially fund development of an Airport Master Plan; and

WHEREAS, the grant agreement for WSDOT financial assistance imposes certain obligations upon the applicant Port, and requires the Port to provide a local share of the project cost; and

WHEREAS, the Port anticipates that the total development cost of the Airport Master Plan will not exceed \$333,333, of which amount \$300,000 is anticipated from the Federal Aviation Administration (FAA), \$16,666 anticipated from the WSDOT Aviation Division, with the remaining \$16,667 (5%) to be provided through Port of Port Townsend matching funds; and

WHEREAS, the Port Net Operating Income is sufficient for 2024, and therefore has the matching funds available to cover its share of project costs.

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

1. Port Executive Director, Eron Berg, or his designee, is authorized to execute and file such documents as may be necessary for the application and award of Airport Aid grant assistance on behalf of the Port of Port Townsend with the WSDOT Aviation Division.
2. Upon consultation with the Port's Director of Finance and Administration, Connie Anderson, the Commission of the Port of Port Townsend has concluded, and hereby assures WSDOT Aviation Division, that local matching funds are available and have been authorized for the Airport Master Plan project.

ADOPTED this 26th day of June 2024, by the Commission of the Port of Port Townsend and duly authenticated in open session by the signatures of the Commissioners voting in favor thereof and the Seal of the Commission duly affixed.

ATTEST:

Pamela A. Petranek, Secretary

Peter W. Hanke, President

Carol L. Hasse, Vice President

APPROVED AS TO FORM:

Port Attorney

PORT OF PORT TOWNSEND

AGENDA COVER SHEET

MEETING DATE	June 26, 2024
AGENDA ITEM	<input type="checkbox"/> First Reading <input type="checkbox"/> Second Reading <input checked="" type="checkbox"/> Regular Business
AGENDA TITLE	IV. E. Resolution 819-24 Authorizing Application for Funds to Support Pre-Construction of a New Fuel System at the Jefferson County International Airport
STAFF LEAD	Matt Klontz, Director of Capital Projects and Port Engineer
REQUESTED	<input type="checkbox"/> Information <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Action <input checked="" type="checkbox"/> Discussion
ATTACHMENTS	<ol style="list-style-type: none"> 1. Staff Report 2. Resolution 819-24

If adopted as part of the Consent Agenda, no further action is needed.

Alternative: Remove from Consent Agenda for discussion. Recommended Action: Move to approve Resolution 819-24 Authorizing Application for Funds to Support Pre-Construction of a New Fuel System at the Jefferson County International Airport

PORT OF PORT TOWNSEND

INFORMATIONAL MEMO

DATE: 6/26/2024
TO: Port Townsend Port Commission
FROM: Matt Klontz P.E., Port Capital Project Director
SUBJECT: Grant Authorizing Resolution No. 819-24, for the Pre-Construction Phase of the New Fuel System Project

ISSUE: Should the Port Commission authorize the Executive Director to execute agreements as may be needed with the Washington State Department of Transportation (WSDOT) to secure up to \$8,333 in WSDOT grant funding for the pre-construction phase of the New Fuel System Project at JCIA?

BACKGROUND: The fuel system at the JCIA needs replacement as facilities are at the end of their service life. This project will install a new above ground tank and fuel dispensers at the location of the existing system, which will be decommissioned and removed in a separate project through a partnership with the Washington State Pollution Liability Insurance Agency.

DISCUSSION: The WSDOT grant application requires an adoption resolution to 1) authorize submission of the grant application, 2) state that matching funds are available, and 3) demonstrate elected officials' project support.

FISCAL IMPACT: Total project cost for the design and permitting for the new fuel system is anticipated not to exceed \$166,667. FAA is funding 90% of eligible project costs in the amount of \$150,000. The Port anticipates WSDOT funding 5% of eligible project costs in the amount of \$8,333. The Port's share of project cost is the remaining 5% in the amount of \$8,334. The Port's Industrial Development District (IDD) Levy Fund is sufficient for 2024, and therefore has the matching funds available to cover its share of project costs.

RECOMMENDATION: Approve the attached Resolution No. 819-24 authorizing the Executive Director to execute and file such documents and agreements as may be necessary to secure funding assistance to support the new fuel system.

ATTACHMENTS: One (1) attachment is included: draft Port Commission Resolution No. 819-24.

RESOLUTION NO. 819-24

A Resolution of the Commission of the Port of Port Townsend

RESOLUTION AUTHORIZING THE PORT OF PORT TOWNSEND TO FILE APPLICATIONS WITH THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION, AVIATION DIVISION, SEEKING AIRPORT AID GRANT FUNDS TO SUPPORT PRE-CONSTRUCTION OF A NEW FUEL SYSTEM AT THE JEFFERSON COUNTY INTERNATIONAL AIRPORT, AND ASSURING THAT LOCAL MATCHING FUNDS ARE AVAILABLE AND AUTHORIZED.

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

WHEREAS, under RCW 53, the Port of Port Townsend is responsible for developing and maintaining infrastructure that fosters economic development, providing transportation facilities that support commerce and communities within Jefferson County; and

WHEREAS, under RCW §53.08.020 the Port of Port Townsend is specifically authorized to construct, purchase, acquire, lease, maintain and operate air transfer and terminal facilities subject to all applicable state and federal laws; and

WHEREAS, the Port of Port Townsend is applying for financial assistance through the 2024 Washington State Department of Transportation (WSDOT) Airport Aid Grant Program to partially fund the pre-construction phase of a new fuel system; and

WHEREAS, the grant agreement for WSDOT financial assistance imposes certain obligations upon the applicant Port, and requires the Port to provide a local share of the project cost; and

WHEREAS, the Port anticipates that the total pre-construction cost of the Airport Fuel System will not exceed \$166,667, of which amount \$150,000 is anticipated from the FAA, \$8,333 anticipated from the WSDOT Aviation Division, with the remaining \$8,334 (5%) to be provided through Port of Port Townsend matching funds; and

WHEREAS, the availability of Port Industrial Development District (IDD) Levy funds is sufficient for 2024, and therefore has the matching funds available to cover its share of project costs.

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

1. Port Executive Director, Eron Berg, or his designee, is authorized to execute and file such documents as may be necessary for the application and award of Airport Aid grant assistance on behalf of the Port of Port Townsend with the WSDOT Aviation Division.
2. Upon consultation with the Port's Director of Finance and Administration, Connie Anderson, the Commission of the Port of Port Townsend has concluded, and hereby assures WSDOT Aviation Division, that local matching funds are available and have been authorized for the pre-construction phase of the Airport Fuel System project.

ADOPTED this 26th day of June 2024, by the Commission of the Port of Port Townsend and duly authenticated in open session by the signatures of the Commissioners voting in favor thereof and the Seal of the Commission duly affixed.

ATTEST:

Pamela A. Petranek, Secretary

Peter W. Hanke, President

Carol L. Hasse, Vice President

APPROVED AS TO FORM:

Port Attorney

PORT OF PORT TOWNSEND

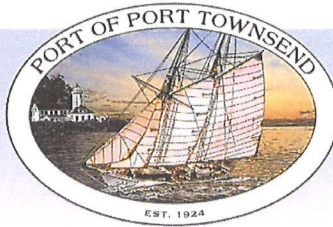
AGENDA COVER SHEET

MEETING DATE	June 26, 2024
AGENDA ITEM	<input type="checkbox"/> First Reading <input type="checkbox"/> Second Reading <input checked="" type="checkbox"/> Regular Business
AGENDA TITLE	IV. F. Pay Estimate #17, Wire to Orion Marine Construction for Point Hudson South Jetty Construction Work in 2024 for \$22,585.11
STAFF LEAD	Connie Anderson, Director of Finance and Administration
REQUESTED	<input type="checkbox"/> Information <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Action <input checked="" type="checkbox"/> Discussion
ATTACHMENTS	Wire Transfer Authorization

If adopted as part of the Consent Agenda, no further action is needed.

Alternative: Remove from Consent Agenda for discussion. Recommended Action: Move to authorize Wire to Orion Marine Construction for Point Hudson South Jetty Construction Work in 2024 for \$22,585.11

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



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

www.portofpt.com

WIRE APPROVAL – Jefferson County Treasurer

We, the undersigned, as Commissioners and Auditing Officer of the Port of Port Townsend, in Jefferson County, Washington, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, and that the claims is a just, due and unpaid obligation of the Port of Port Townsend, that I am authorized to authenticate and certify to said claim and that these claims by **Orion Marine Contractor** is approved for payment in the amount of **\$22,595.11** on this **14th** day of **June 2024**.

For: Point Hudson South Jetty Construction Work

Commissioner Pete W. Hanke

Commissioner Carol Hasse

Commissioner Pam Petranek

Connie Anderson, Director of
Finance And Administration

PORT OF PORT TOWNSEND

AGENDA COVER SHEET

MEETING DATE	June 26, 2024
AGENDA ITEM	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> 1 st Reading <input type="checkbox"/> 2 nd Reading <input type="checkbox"/> Regular Business <input type="checkbox"/> Informational
AGENDA TITLE	IV. G. Spruce Goose Café Lease Assignment, Assumption & Amendment
STAFF LEAD	Eric Toews, Deputy Director
REQUESTED	<input type="checkbox"/> Information <input checked="" type="checkbox"/> Motion/Action <input type="checkbox"/> Discussion
ATTACHMENTS	<ul style="list-style-type: none"> A. Staff Memo B. Assignment, Assumption & Amendment of JCIA Ground Lease C. Exhibit 'A' – October 1, 2009 JCIA Ground Lease between the Port and A Casual Affair, Inc.

If adopted as part of the Consent Agenda, no further action is needed.

Alternative: Remove from Consent Agenda for discussion. Recommended Action: Move to authorize Spruce Goose Assignment, Assumption & Amendment.

ASSIGNMENT, ASSUMPTION & AMENDMENT OF GROUND LEASE JEFFERSON COUNTY INTERNATIONAL AIRPORT

THIS ASSIGNMENT, ASSUMPTION & AMENDMENT OF GROUND LEASE is dated this ____ day of June 2024, by and between A CASUAL AFFAIR, INC., d/b/a Spruce Goose Cafe ("Assignor"), and GOOSIN AROUND, INC., a Washington corporation, also d/b/a the Spruce Goose Cafe ("Assignee"), with a business address of 310 Airport Road, Port Townsend, WA 98368.

WHEREAS, The PORT OF PORT TOWNSEND ("Lessor" or "Port"), a Washington Municipal Corporation, and Assignor entered that certain Ground Lease dated October 1, 2009, for premises (the "Premises") located at the Jefferson County International Airport, Port Townsend, Washington, which is attached hereto as Exhibit "A" and incorporated herein by this reference (the "Lease"); and

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

WHEREAS, Paragraph #17 of the Lease provides that the Assignor's interest in the Lease may not be assigned unless Lessor grants its written consent to any such assignment,

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

1. Recitals Incorporated: The foregoing recitals are hereby incorporated into and made a part of this ASSIGNMENT, ASSUMPTION & AMENDMENT OF GROUND LEASE, including all defined terms referenced therein, with the same force and effect as if the same were herein repeated fully and at length. Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to such terms in the Lease.
2. Assignment of Lease: Assignor does hereby transfer, assign, convey and deliver to Assignee its entire right, title and interest in the Lease and the Premises.
3. Assumption of Obligations: Assignee does hereby accept this assignment and, for the benefit of Assignor and Lessor, expressly assumes and agrees to hereafter perform all the terms, covenants, conditions, and obligations of Assignor under the Lease, which accrue from and after the date hereof. Assignee has been furnished with a copy of the Lease (Exhibit "A"), has reviewed the terms of the same, and understands the terms of the Lease.

4. Indemnity: Assignor agrees to save, indemnify, defend, and hold Assignee harmless from and on account of any claims, demands, actions, losses, expenses, and liabilities of Assignee under the Lease on account of or arising out of any obligations and liabilities of the Assignee thereunder, arising prior to the date hereof.

Assignee agrees to save, indemnify, defend, and hold Assignor harmless from and on account of any claims, demands, actions, losses, expenses, and liabilities of Assignor under the Lease on account of or arising out of the obligations and liabilities so assumed and arising after the date hereof.

5. Lessor Acknowledgement: By executing this Assignment & Amendment, Lessor expressly acknowledges the following:

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

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

7. Concurrent Amendment of Lease Paragraphs 4, 8 and 29: Paragraph 4, "DEPOSIT", Paragraph 8, "MAINTENANCE AND REPAIR OF FACILITIES", and Paragraph 29, NOTICES of the Lease, are hereby deleted in their entirety and replaced with the following:

4. DEPOSIT: Lessee shall deposit with the Port security in an amount equivalent to two months rent plus applicable taxes (Five Hundred Sixty-Two Dollars and Forty-Two Cents (\$562.42)).¹ The deposit shall be held by the Port as security for Lessee's faithful performance of all its obligations under this Lease. Any interest earned on amounts deposited shall be retained by the Port. The deposit shall be returned to Lessee upon termination of this Lease, less any charges owing to the Port or expenses incurred by the Port in repairing damage caused by Lessee or restoring the leased premises to the condition required upon termination of this Lease.

¹ Security deposit calculated as follows: \$249.31 per month rent x 2 = \$747.63; \$498.42 x 12.84% LHT = \$64.00; \$498.42 + \$64.00 = \$562.42.

8. MAINTENANCE & REPAIR OF IMPROVEMENTS & SEPTIC SYSTEM:
- a. Maintenance and Repair - Generally. Throughout the term of this Lease, Lessee shall, at Lessee's sole cost and expense, maintain the Premises and all improvements thereon in a good condition and state of repair. The parties expressly acknowledge that the building and improvements may revert to the Port at the expiration or sooner termination of this Lease. Accordingly, and in accordance with all applicable laws, rules, ordinances, orders and regulations, Lessee shall at its own expense and at all times:
- i) Keep the Premises and the adjoining paved areas and sidewalks and in a neat, clean, and safe condition;
 - ii) Monitor, maintain and repair all components of the septic and Nibbler system installed to serve the Premises (e.g., sewage drain lines to lift station, control panel, grease trap(s), Nibbler tank, and aeration system);
 - iii) Keep the exterior of the building upon the Premises clean and presentable;
 - iv) Periodically paint the exterior of the building upon the Premises as necessary to present an attractive appearance;
 - v) Not commit waste of any kind;
 - vi) Replace all cracked or broken glass in the building upon the Premises;
 - vii) Keep the electrical system and other mechanical systems installed in the building upon the Premises in a good state of repair;
 - viii) Protect all pipes and drains upon the Premises so that they will not freeze or become clogged; and
 - ix) Make all necessary repairs to the roof (structure or covering) and foundation of the building upon the Premises, as well as the structure and exterior walls thereof.
- b. Repair, Restoration or Replacement in the Event of Damage or Destruction. Lessee shall promptly and diligently repair, restore and replace as required to maintain and comply with the requirements set forth above, or to remedy all damage to or destruction of all or any part of the improvements upon the leased Premises from any causes whatsoever. The completed work of maintenance, compliance, repair, restoration, or replacement shall be equal in value, quality and use to the condition of the improvements before the casualty giving rise to the work, except as expressly provided to the contrary in this Lease. The Port shall not be required to furnish any services or facilities or to make any repairs of any kind on or in the Premises.

30. NOTICES: All notices hereunder may be delivered or mailed. If mailed, they shall be sent by certified or registered mail to the following respective addresses:

To Lessor:

THE PORT OF PORT TOWNSEND
c/o Lease & Contracts Administrator
P.O. Box 1180
Port Townsend, WA 98368

To Lessee:

GOOSIN AROUND, INC.
Attn: Vanessa McKenney
310 Airport Road
Port Townsend, WA 98368

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

All other terms and conditions of the Lease shall remain unchanged and in effect.

This ASSIGNMENT, ASSUMPTION & AMENDMENT of Ground Lease is authorized by the Port of Port Townsend Port Commission on the 26th day of June 2024, executed by the parties this ___ day of June 2024, and effective upon the receipt of a deposit and liability insurance documentation from the Assignee.

ASSIGNOR – A CASUAL AFFAIR, INC.:

Chris Cray, Governing Party

and by: _____
Andrea Raymor, Governing Party

ASSIGNEE – GOOSIN AROUND, INC.:

Vanessa E. McKenney, Governing Party

LESSOR – PORT OF PORT TOWNSEND:

The Port of Port Townsend, as owner and holder of all right, title and interest under the Lease hereby approves the foregoing Assignment, Assumption and Amendment.

Eron Berg, Executive Director

APPROVED AS TO FORM:

Eric Toews, Port Attorney

**STATE OF WASHINGTON
COUNTY OF JEFFERSON**

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

Dated: _____

Signature of
Notary Public: _____

My Appointment Expires: _____

**STATE OF WASHINGTON
COUNTY OF JEFFERSON**

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

Dated: _____

Signature of
Notary Public: _____

My Appointment Expires: _____

**STATE OF WASHINGTON
COUNTY OF JEFFERSON**

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

Dated: _____

Signature of
Notary Public: _____

My Appointment Expires: _____

**STATE OF WASHINGTON
COUNTY OF JEFFERSON**

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

Dated: _____

Signature of
Notary Public: _____

My Appointment Expires: _____

Exhibit 'A'
Spruce Goose 2009 Lease
PORT OF PORT TOWNSEND

GROUND LEASE
JEFFERSON COUNTY INTERNATIONAL AIRPORT

This Lease Agreement is executed this 1st day of October, 2009, by and between the PORT OF PORT TOWNSEND, a municipal corporation organized and existing under the laws of the State of Washington, hereinafter referred to as "Lessor" or "the Port," and A CASUAL AFFAIR, INC, hereinafter referred to as "Lessee."

WITNESSETH:

That the parties hereto do mutually agree as follows:

1. LEASED PREMISES. The Port hereby leases to Lessee, and Lessee hereby leases from the Port, the real property situated at Jefferson County International Airport ("JCIA") in Jefferson County, State of Washington, the **Spruce Goose Restaurant Site** (hereinafter called "the Premises") depicted on the map attached hereto as **Exhibit "A"**.

2. TERM OF LEASE: The term of the lease shall be for a period of twenty (20) years, commencing October 1, 2009, and ending September 30, 2029. The Lessee will also have (2) five year options to extend the lease. Notice for extension will be provided by lessee in writing no less than 30 days prior to term termination

3. RENT: During the first year of the lease, Lessee shall pay the Port as rental for the leased Premises the sum of **One Hundred Sixty Seven Dollars and 13/100 (\$167.13) per month**, plus all applicable leasehold taxes, together with any other taxes that may in the future be levied upon leaseholds or rental payments.

a. **Market Rate Adjustment.** The rental rate shall be adjusted every three years to the fair market rental rate then prevailing for comparable airport, industrial and commercial property in the Western Washington area, bearing in mind all allowable uses of the property and all services and amenities available to the property by virtue of its location. In the event that the parties are unable to reach agreement on the fair market rate adjustment, the rate shall be determined by arbitration before a single arbitrator who shall be jointly selected by the parties or, failing such agreement, by the Jefferson County Superior Court.

b. **CPI Adjustment.** In addition to the periodic adjustment to fair market rental, as specified above, the rental rate shall also be adjusted at the commencement of the second and third year of the lease and the second and third year of each three-year period by an amount equal to the accumulative amount found on the Seattle-Tacoma-Bremerton/All Urban Consumers/All Items Index, which is compiled by the Department of Labor, Bureau of

4. **DEPOSIT:** Lessee shall, upon the execution of this lease and agreement, deposit with the Port two months rent in the amount of **\$334.26** plus all applicable taxes. *(The Port presently has \$200 on file for a deposit. An additional \$177.18 would be required at the signing of this lease)* The lease is not effective until full deposit is made with the Port. This deposit shall be held by the Port as security for all of Lessee's obligations hereunder and shall be refunded to Lessee upon termination of the Lease provided Lessee has faithfully performed all obligations under this lease and paid all sums owing to the Port.

5. **USE OF PREMISES:** Lessee shall use the Premises for the operation of a restaurant

a. The Lessee shall pay all costs and expenses associated and in connection with the use of the Premises and the rights and privileges therein granted, including, but not limited to, leasehold and other taxes, permit fees, license fees, and assessments lawfully levied or assessed upon the Premises or property at any time situated therein and thereof. Lessee may, however, at its sole expense and cost, contest any tax, fee, or assessment, but shall in no event allow the same to become a lien on the Premises or the improvements thereon.

b. The Lessee shall observe and obey all laws, regulations, and rules of the JCIA and the federal, state, and local government, which may be applicable to its operation at JCIA. This shall include the JCIA Rules and Regulations and all statutes and Port Resolutions now in effect or as may be promulgated or revised in the future from time to time. The Lessee specifically acknowledges that it shall abide by and be subject to all rules and regulations which are now, or may from time to time, be formulated by the Lessor concerning the management, operation, or use of the JCIA. The Lessee shall keep in effect and post in a prominent place all necessary and/or required licenses or permits.

c. The Lessee agrees to and shall keep the leased Premises clean and in good order, condition, and repair. The Lessee shall, at its sole cost and expense, maintain the grounds of the Premises in good order and repair and in good and safe condition and shall repair all damages caused by its occupants or invitees. The Lessor shall be the sole judge of the quality of maintenance of the grounds, and upon written notice by the Lessor to the Lessee; the Lessee shall be required to perform whatever maintenance the Lessor deems reasonably required. If the maintenance is not undertaken within ten (10) days after receipt of written notice, the Lessor shall have the right to enter upon the Premises and perform such maintenance, the cost of which shall be charged to and be borne by the Lessee and paid by the Lessee as additional rent on the next rental due date after receipt of notice as to the amount thereof.

d. The Lessee shall not use Premises for any purpose other than those which are specifically authorized by this Lease and which are in accordance with the Airport Master and Layout Plan, except as approved in writing by the Lessor prior to any implementation.

e. No improvement, including landscaping or terrain alteration, shall be erected, placed, or effected on the Premises or outside the Premises, and no alterations shall be

made in the improvements and facilities constructed on the Premises without the prior written approval of the Lessor.

f. Lessee agrees that it will not disturb the Port or any other Lessee of the Port by making or permitting any disturbance or any unusual noise, vibration, fumes or other condition on or in the Premises.

6. UTILITIES: Lessee shall be liable for, and shall pay throughout the term of this lease, all charges for all utility services furnished to the Premises, including, but not limited to, light, heat, electricity, gas, water, sewerage, garbage disposal, telephone and communications services, and janitorial services. The Port shall have no responsibility for the delivery of utility services to the Premises and shall not be responsible for the interruption of any utility service unless caused by the Port's negligence.

7. ACCEPTANCE OF PREMISES: Lessee has examined the leased land and accepts it in its present condition. Lessee has made no representations, and Lessee is not relying upon any representations by the Port or its contractors or agents, regarding the suitability of the site for Lessee's construction and intended uses. Lessee will, prior to the commencement of construction, obtain its own professional advice regarding soils conditions and other factors affecting the suitability of the site.

8. MAINTENANCE AND REPAIR OF FACILITIES: Lessee shall be solely responsible for all maintenance of the Premises and all improvements thereon. Lessee shall, at its own expense and at all times, keep the Premises and the adjoining roadways, aprons and sidewalks, in a neat, clean, safe and sanitary condition, keep the exterior of all buildings clean and presentable, and shall periodically paint the exterior of the buildings as necessary to present an attractive appearance. Lessee shall commit no waste of any kind, and, without limiting the generalities thereof, shall replace all cracked or broken glass in the Premises, and keep the electrical system and other mechanical systems installed in the building in a good state of repair, and shall protect all pipes and drains so that they will not freeze or become clogged. The Lessee will maintain the building and other improvements in a good state of repair, normal wear and tear accepted, throughout the term of the lease, the parties acknowledging that the building will revert to the Port at the expiration or sooner termination of this Lease.

9. DISPOSITION OF IMPROVEMENTS AT END OF LEASE: At the expiration or earlier termination of this lease, Lessor shall have the option to direct either (a) that the building and other improvements on the Premises be surrendered to Lessor, or (b) that the Lessee remove the building and other improvements from the Premises. If Lessor directs surrender of the building and other improvements, all mechanical, electrical and HVAC systems in the building shall also remain and be surrendered to Lessor, but Lessee shall have the right to remove all personal property and trade fixtures, which may have been placed upon the Premises by Lessee during the period of this Lease, providing that the same are not necessary to the operation of the building and provided they are removed within thirty (30) days following the termination of the

Lease. Title to any trade fixtures not removed from the Premises within the foregoing period of time shall, at Lessor's option, pass to Lessor without additional consideration. If Lessor does not direct Lessee to remove the buildings and other improvements, they shall become the property of the Lessor upon termination of this Lease. The Premises will be surrendered by Lessee in a good state of repair, normal wear excepted. In the event that Lessor directs removal of the building and other improvements from the Premises, then title to all of said improvements shall remain in and with the Lessee and Lessee shall complete the removal of the same within sixty (60) days after the expiration or other termination of this Lease. If the Lessee fails to remove said improvements within the specified time, they may be removed by the Lessor and the Lessee agrees to pay the Lessor the cost thereof upon demand.

10. INSPECTION - "FOR RENT" SIGNS: The Port reserves the right to inspect the leased Premises, including the interior of all buildings, at any and all reasonable times throughout the term of this lease: provided, that it shall not interfere unduly with Lessee's operations. The right of inspection reserved to the Port hereunder shall impose no obligation on the Port to make inspections to ascertain the condition of the Premises, and shall impose no liability upon the Port for failure to make such inspections. The Port shall have the right to place and maintain "For Rent" signs in conspicuous places on the Premises for ninety (90) days prior to the expiration or sooner termination of this lease.

11. POSSESSION: If the Port shall be unable for any reason to deliver possession of the Premises, or any portion thereof, at the time of the commencement of the term of this lease, the Port shall not be liable for any damage caused thereby to Lessee, nor shall this lease thereby become void or voidable, nor shall the term specified herein be in any way extended, but in such event Lessee shall not be liable for any rent until such time as the Port can deliver possession. If Lessee shall, in the interim, take possession of any portion of the Premises, it shall pay as rental the full rental specified herein reduced pro rata for the portion of the Premises not available for possession by Lessee. If the Port shall be unable to deliver possession of the Premises at the commencement of the term of this lease, Lessee shall have the option to terminate this lease by at least thirty (30) days' written notice, unless the Port shall deliver possession of the Premises prior to the effective date of termination specified in such notice. If Lessee shall, with the Port's consent, take possession of all or any part of the Premises prior to the commencement of the term of this lease, all of the terms and conditions of this lease shall immediately become applicable.

12. INDEMNIFICATION. Lessee shall defend, indemnify and hold Lessor harmless from and against any claim, loss, attorney's fees, expenses or damage to any person or property in or upon the leased premises arising out of Lessee's use or occupancy of said leased premises, or any act or neglect of Lessee or Lessee's servants, employees or agents, or any breach of any representation or warranty given by Lessee hereunder. Lessor shall defend, indemnify and hold Lessee harmless from and against any claim, loss, attorney's fees, expenses or damage to any person or property in or upon the leased premises arising out of any act or neglect of Lessor or Lessor's servants, employees or agents, or any breach of any representation or warranty given by Lessor hereunder. The Lessor shall not be liable for injury or damage to person or property occurring within the leased premises, unless caused by or resulting from the negligence of the

Lessor or its agents, servants or employees. All Lessee's personal property of every kind which may at any time be in the leased premises shall be at Lessee's sole risk, or at the risk of those claiming under Lessee.

In the event any action or proceeding is brought against Lessor or Lessee for which a party seeks indemnification pursuant to this indemnification provision the party seeking indemnification shall give the other party written notice within thirty (30) days of being served or otherwise being put on notice of such a claim or cause of action. The party receiving a demand for indemnification shall accept or reject the tender of the defense of a claim or cause of action by written notice to the other party within sixty (60) days of its receipt of the demand for indemnification. If a party accepts the defense of the tendered claim or cause of action it shall also notify the other party of the identity of the law firm and lawyer which has been retained to represent the Lessor and/or the Lessee in responding to the claim or cause of action.

13. INSURANCE: Lessee agrees to maintain insurance as specified below, throughout the entire lease term and all extensions thereof, at Lessee's sole expense. All such insurance shall name the Port of Port Townsend as an additional insured, and shall be with insurance companies acceptable to the Port.

a. **Fire and Extended Coverage.** Throughout the lease term, at Lessee's sole cost and expense, Lessee shall keep or cause to be kept insured, for the mutual benefit of Lessor and Lessee, all improvements located on or appurtenant to the Premises against loss or damage by fire and such other risks as are now or hereafter included in an extended coverage endorsement in common use for commercial structures, including vandalism and malicious mischief. The amount of insurance shall be sufficient to prevent either Lessor or Lessee from becoming a co-insurer under the provisions of the policy, but in no event shall the amount be less than the full value of the then actual replacement cost of the improvements on the Premises (herein called "full insurable value"). Lessor shall not be required to carry any insurance coverage on the Premises. If any dispute arises regarding the amount of insurance necessary to comply with the terms of this paragraph, Lessor may, not more often than once every six (6) months, request the carrier of the insurance then in force to determine the full insurable value as defined in this provision, and the resulting determination shall be conclusive between the parties for the purpose of this paragraph. Lessee may include the holder of any mortgage on the leasehold as a loss payee. Lessor shall, at Lessee's cost and expense, cooperate fully with Lessee to obtain the largest possible recovery in the event of any insurance claim, and all policies of fire and extended coverage insurance required by this lease shall provide that the proceeds shall be payable to Lessee as follows:

(1) Insurance proceeds shall be paid first to make all necessary repairs to restore the improvements to their condition prior to the insured casualty. Payments of insurance proceeds for repair, restoration or reconstruction of the improvements shall be held in a trust account approved by Lessor and be disbursed monthly on architect's certificates until the work is completed and accepted.

(2) Any insurance proceeds remaining after complying with the provisions of this lease relating to maintenance, repair and reconstruction of improvements shall be the Lessee's sole property.

b. Builder's Risk Coverage. Before commencement of any construction or demolition or other work on the Premises, Lessee shall procure, and shall maintain in force until completion and acceptance of the work, "all risk" builder's risk insurance including vandalism and malicious mischief, in form and with a company reasonably acceptable to Lessor, covering improvements in place and all material and equipment at the job site furnished under contract, but excluding contractor's, subcontractor's, and construction manager's tools and equipment and property owned by contractors' or subcontractors' employees, with limits of at least One Hundred Thousand Dollars (\$100,000) per loss for all work at the job site.

c. Public Liability Insurance. Throughout the lease term, at Lessee's sole cost and expense, Lessee shall keep or cause to be kept in force, for the mutual benefit of Lessor and Lessee, comprehensive broad form general public liability insurance against claims and liability for personal injury, death, or property damage arising from the use, occupancy, disuse, or condition of the Premises, improvements, or adjoining areas or ways, providing protection of at least One Million Dollars (\$1,000,000) for bodily injury or death to any one person, at least Two Million Dollars (\$2,000,000) for any one accident or occurrence, and at least Five Hundred Thousand Dollars (\$500,000) for property damage. The Port may require these amounts to be increased from time to time, due to inflation or increased risks.

d. Workmens Compensation. If Lessee maintains employees on the Premises, Workers Compensation Insurance as will protect Lessee's employees from claims under Washington Workers Compensation Act as well as all Federal Acts applicable to the Lessee's operations at the site, with coverage of not less than \$1,000,000 for each occurrence.

e. Insurance Policy Form, Content and Insurer. All insurance required by express provisions of this lease shall be carried only in responsible insurance companies licensed to do business in the State of Washington. All such policies shall be non-assessable and shall contain language, to the extent obtainable, to the effect that (1) any loss shall be payable notwithstanding any act or negligence of Lessor that might otherwise result in a forfeiture of the insurance, (2) the insurer waives the right of subrogation against Lessor and against Lessor's agents and representatives, (3) the policies are primary and noncontributing with any insurance that may be carried by Lessor, and (4) they cannot be cancelled or materially changed except after thirty (30) days' notice by the insurer to Lessor. Lessee shall furnish Lessor with copies of all such policies promptly on receipt of them or with certificates evidencing the insurance. Before commencement of the lease, Lessee shall furnish Lessor with binders representing all insurance required by this lease. At the expiration of the term, Lessor shall reimburse Lessee pro rata for all prepaid premiums on insurance on the improvements required to be maintained by Lessee, and Lessee shall assign all Lessee's right, title, and interest in that insurance to Lessor. Lessee may effect for its own account any insurance not required under this lease. Lessee may provide by blanket insurance

covering the Premises and any other location or locations any insurance required or permitted under this lease provided it is acceptable to all mortgagees.

f. Failure to Maintain Insurance; Proof of Compliance. Lessee shall deliver to Lessor, in the manner required for notices, copies or certificates of all insurance policies required by this lease, together with evidence satisfactory to Lessor of payment required for procurement and maintenance of the policy within thirty (30) days prior to the date that insurance is required by the lease to become in effect or prior to the renewal or replacement date. If Lessee fails or refuses to procure or to maintain insurance as required by this lease or fails or refuses to furnish Lessor with required proof that the insurance has been procured and is in force or paid for, Lessor shall have the right, at Lessor's election and on five (5) days' notice, to procure and maintain such insurance. The premiums paid by Lessor shall be treated as added rent due from Lessee with interest at the rate of twelve percent (12%) per annum to be paid on the first day of the month following the date on which the premiums were paid. Lessor shall give prompt notice of the payment of such premiums, stating the amounts paid and the names of the insurer or insurers, and interest shall run from the date of said notice.

14. WAIVER OF SUBROGATION: Lessor and Lessee hereby mutually release each other from liability and waive all right of recovery against each other for any loss from perils insured against under their respective fire insurance contracts, including any extended coverage endorsements thereto: PROVIDED, That this paragraph shall be inapplicable if it would have the effect, but only to the extent that it would have the effect, of invalidating any insurance coverage of Lessor or Lessee.

15. TAXES: Lessee shall be liable for, and shall pay throughout the term of this lease, all license and excise fees and occupation taxes covering the business conducted on the Premises, and all taxes on the improvements built upon and personal property maintained on the leased Premises. Lessee acknowledges that, because Lessor is a municipality, Lessee must pay the Washington State Leasehold Tax on all rentals paid to Lessor and Lessee also agrees to pay any other tax that may be levied at any time in the future on rents or leasehold interests.

16. COMPLIANCE WITH PORT REGULATIONS AND WITH ALL LAWS: Lessee agrees to comply with all applicable rules and regulations of the Port pertaining to the realty of which the Premises are a part, now in existence or hereafter promulgated, for the general safety and convenience of the Port, its various Lessees, invitees, licensees and the general public. Lessee further agrees to comply with all applicable federal, state, county, and municipal laws, ordinances, and regulations. Lessee further agrees that all buildings, structures or other improvements, approved by the Port, will be properly permitted by Jefferson County. Any fees for any inspection of the Premises during the lease term by any federal, state or municipal officer and the fees for any "Certificate of Occupancy" shall be paid by Lessee.

17. ASSIGNMENT OR SUBLEASE: Lessee shall not assign or transfer this lease or any interest therein, nor sublet the whole or any part of the Premises, nor shall this lease or

any interest thereunder be assignable or transferable by operation of law or by any process or proceeding of any court, without the written consent of the Port first had and obtained. This consent will not be unreasonably withheld. If Lessee is a corporation, limited liability company or partnership, Lessee further agrees that if at any time during the term of this lease more than one-half (1/2) of the outstanding shares or ownership interests of Lessee shall belong to any persons other than those who own such ownership interests at the time of the execution of this lease or to members of their immediate families, such change in the ownership of the stock of the Lessee shall be deemed an assignment of this lease within the meaning of this paragraph. If the Port shall give its consent to any assignment or sublease, this paragraph shall nevertheless continue in full force and effect and no further assignment or sublease shall be made without the Port's consent.

18. DEFAULTS: Time is of the essence of this agreement, and in the event of the failure of Lessee to pay the rentals or other charges at the time and in the manner herein specified, or to comply with any of the covenants or agreements herein set forth, the Port may elect to terminate this lease and reenter and take possession of the Premises and all buildings and other improvements located thereon, with or without process of law, provided that Lessee shall first be given fifteen (15) days' notice in writing stating the nature of the default in order to permit such default to be remedied by Lessee within said fifteen (15) day period. If upon such reentry there remains any personal property of lessee or of any other person upon the leased Premises, the Port may, but without the obligation so to do, remove said personal property and hold it for the owners thereof or may place the same in a public garage or warehouse, all at the expense and risk of the owners thereof, and Lessee shall reimburse the Port for any expense incurred by the Port in connection with such removal and storage. The Port shall have the right to sell such stored property, without notice to Lessee, after it has been stored for a period of thirty (30) days or more, the proceeds of such sale to be applied first to the cost of such sale, second to the payment of the charges for storage, and third to the payment of any other amounts which may then be due from Lessee to the Port, and the balance, if any, shall be paid to Lessee. Notwithstanding any such reentry, the liability of Lessee for the full rental provided for herein shall not be extinguished for the balance of the term of this lease, and Lessee shall make good to the Port any deficiency arising from a reletting of the leased Premises at a lesser rental than that hereinbefore agreed upon. Lessee shall pay such deficiency each month as the amount thereof is ascertained by the Port. Any failure by the owners, officers, or principals of Lessee to pay rentals, storage fees, moorage or any other charges owed to the Port under separate contract shall constitute default under provisions of this agreement.

19. TERMINATION BY PORT: Nothing in this lease shall be deemed to be a waiver of the Port's power of eminent domain. In the event that the Port, at its sole discretion, shall require the use of the Premises for any purpose in connection with the operation of the business of the Port, then this lease may be terminated by the Port by written notice delivered or mailed by the Port to the Lessee at least 90 days before the termination date specified in the notice. In the event of such a termination the Port shall be obligated to compensate the Lessee for the termination of Lessee's leasehold interest in the same manner as in the case of an exercise of the Port's eminent domain power.

20. TERMINATION FOR GOVERNMENT USE: In the event that the United States Government or any agency or instrumentality thereof shall, by condemnation or otherwise, take title, possession or the right to possession of the Premises or any part thereof, the Port may, at its option, terminate this lease as of the date of such taking, and, if Lessee is not in default under any of the provisions of this lease on said date, any rental prepaid by Lessee shall, to the extent allocable to any period subsequent to the effective date of the termination, be promptly refunded to Lessee.

21. TERMINATION BECAUSE OF COURT DECREE: In the event that any court having jurisdiction in the matter shall render a decision which has become final and which will prevent the performance by the Port of any of its obligations under this lease, then either party hereto may terminate this lease by written notice, and all rights and obligations hereunder (with the exception of any undischarged rights and obligations that accrued prior to the effective date of termination) shall thereupon terminate. If Lessee is not in default under any of the provisions of this lease on the effective date of such termination, any rental prepaid by Lessee shall, to the extent allocable to any period subsequent to the effective date of the termination, be promptly refunded to Lessee.

22. SIGNS: No signs or other advertising matter, symbols, canopies or awnings shall be attached to or painted on the buildings on the leased Premises, including the windows and doors thereof, without the approval of the Executive Director of the Port first had and obtained. At the termination or sooner expiration of this lease, all such signs, advertising matter, symbols, canopies or awnings attached to or painted by Lessee shall be removed by Lessee at its own expense, and Lessee shall repair any damage or injury to the Premises, and correct any unsightly condition, caused by the maintenance and removal of said signs, etc.

23. INSOLVENCY: If Lessee shall file a petition in bankruptcy, or if Lessee shall be adjudged bankrupt or insolvent by any court, or if a receiver of the property of Lessee shall be appointed in any proceeding brought by or against Lessee, or if Lessee shall make an assignment for the benefit of creditors, or if any proceedings shall be commenced to foreclose any mortgage or any other lien on Lessee's interest in the Premises or on any personal property kept or maintained on the Premises by Lessee, the Port may at its option, terminate this lease

24. WAIVER: The acceptance of rental by the Port for any period or periods after a default by Lessee hereunder shall not be deemed a waiver of such default unless the Port shall so intend and shall so advise Lessee in writing. No waiver by the Port of any default hereunder by Lessee shall be construed to be or act as a waiver of any subsequent default by Lessee.

25. SURRENDER OF PREMISES: At the expiration or sooner termination of this lease, Lessee shall promptly surrender possession of the Premises to the Port, and shall deliver to the Port all keys that it may have to any and all parts of the Premises.

26. ATTORNEYS FEES: In the event that either party shall commence any legal action to enforce or interpret this lease, the prevailing party in any such action shall be entitled to an award of all reasonable attorneys' fees and other litigation costs incurred in connection with such action, including costs incurred in the trial court and in any appellate courts.

27. HOLDING OVER: If lessee shall, with the consent of the Port, hold over after the expiration or sooner termination of the term of this lease, the resulting tenancy shall, unless otherwise mutually agreed, be for an indefinite period of time on a month-to-month basis. During such month-to-month tenancy, Lessee shall pay to the Port the rate of rental then applicable as set forth herein, unless a different rate shall be agreed upon, and shall be bound by all of the additional provisions of this lease agreement in so far as they may be pertinent.

28. ADVANCES BY PORT FOR LESSEE: If Lessee shall fail to do anything required to be done by it under the terms of this lease, except to pay rent, the Port may, at its sole option, do such act or thing on behalf of Lessee, and upon notification to Lessee of the cost thereof to the Port, Lessee shall promptly pay the Port the amount of that cost, together with interest at the rate of 12% per annum from the date of the Port's payment.

29. LIENS AND ENCUMBRANCES: Lessee shall keep the leased Premises free and clear of any liens and encumbrances arising or growing out of the use and occupancy of the said Premises by Lessee. At the Port's request, Lessee shall furnish the Port with written proof of payment of any item which would or might constitute the basis for such a lien on the leased Premises if not paid.

30. NOTICES: All notices hereunder may be delivered or mailed. If mailed, they shall be sent by certified or registered mail to the following respective addresses:

To Lessor:

THE PORT OF PORT TOWNSEND
P. O. Box 1180
Port Townsend, Washington 98368
(360) 385-0656

To Lessee:

A Casual Affair, Inc.
302 Airport Rd
Port Townsend, WA 9836
Attn: Christine Cray and Andrea Raymor

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

31. JOINT AND SEVERAL LIABILITY: Each and every party who signs this lease, other than in a representative capacity, as Lessee, shall be jointly and severally liable hereunder.

32. "LESSEE" INCLUDES LESSEES, ETC: It is understood and agreed that for convenience the word "Lessee" and verbs and pronouns in the singular number and neuter gender are uniformly used throughout this lease, regardless of the number, gender or fact of incorporation of the party who is, or of the parties who are, the actual lessee or lessees under this agreement.

33. NO AGENCY GRANTED HEREBY: Lessee is not to be considered, nor in any manner designated as the agent or attorney-in-fact of Lessor, and this lease does not grant to Lessee any authority to act as Lessor's agent for any purpose. Any consent granted by Lessor for the making of improvements to the Premises or for any other purpose shall not be construed as making the Lessee the agent of Lessor, nor shall such consent make the cost of labor and/or materials used in improving the Premises lienable against the fee estate of the Lessor.

34. CAPTIONS: The captions in this lease are for convenience only and do not in any way limit or amplify the provisions of this lease.

35. INVALIDITY OF PARTICULAR PROVISIONS: If any term or provision of this lease agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this lease agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect.

36. NON-DISCRIMINATION IN SERVICES: The Lessee agrees that it will not discriminate by segregation or otherwise against any person or persons because of race, creed, color, sex, sexual orientation or national origin in furnishing, or by refusing to furnish, to such person, or persons, the use of the facility herein provided, including any and all services, privileges, accommodations, and activities provided thereby. It is agreed that the Lessee's noncompliance with the provisions of this clause shall constitute a material breach of this lease. In the event of such noncompliance, the Port may take appropriate action to enforce compliance, may terminate this lease, or may pursue such other remedies as may be provided by law.

37. NON-DISCRIMINATION IN EMPLOYMENT: The Lessee covenants and agrees that in all matters pertaining to the performance of this lease, Lessee shall at all times conduct its business in a manner which assures fair, equal and non-discriminatory treatment of all persons without respect to race, creed or national origin and, in particular:

a. Lessee will maintain open hiring and employment practices and will welcome applications for employment in all positions from qualified individuals who are members of racial or other minorities, and

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

38. LABOR UNREST: Lessee agrees to join with the Port and use its best efforts in avoiding labor unrest, or in the event of a wildcat strike or other labor difficulty, to use its good offices in negotiating and bringing to a swift and satisfactory conclusion any kind of labor dispute that may affect the interests of the Port.

39. EASEMENTS: The Parties recognize that the Port facilities are continuously being modified to improve the utilities and services used and provided by the Port. The Port, and/or its agents shall have the right to enter the demised Premises of the Lessee, and to cross over, construct, move, reconstruct, rearrange, alter, maintain, repair and operate all utility lines, electrical services, and all other services required by the Port for its use. The Port is hereby granted a continuous easement or easements within the leased Premises to the extent the Port reasonably believes to be necessary, without any additional cost to the Port, for the purposes expressed hereinabove. Provided, however, that the Port by virtue of such use shall not permanently deprive the Lessee from its beneficial use or occupancy of its leased area. In the event that the Port does permanently deprive the Lessee from such beneficial use or occupancy, then an equitable adjustment in rent, or in the cost required to modify its Premises to allow the Lessee to operate its business, will be negotiated and paid by the Port to the Lessee. In the event that such entry by the Port is temporary in nature, then the Port shall reimburse the Lessee for the cost required modifying its Premises for the temporary period that the Lessee is inconvenienced by such Port entry. The Port will not be responsible to the Lessee for any reduced efficiency, or loss of business occasioned by such entry.

WHEREFORE, the parties have executed this Lease on the date and year first written above, to become effective upon the Port's receipt of the security deposit and evidence of insurance coverage from the Lessee.

LESSOR:

PORT OF PORT TOWNSEND

LESSEE:

**A Casual Affair, Inc. DBA "The Spruce
Goose Restaurant"**

By: [Signature]
Larry Crockett, Executive Director

By: [Signature]
[Signature]

APPROVED AS TO FORM

By: [Signature]
Port Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF JEFFERSON)

I certify that I know or have satisfactory evidence that Larry Crockett is the person who appeared before me, and acknowledged that he signed this instrument in his capacity as the Executive Director of the Port of Port Townsend, a municipal corporation, and acknowledged it to be the free and voluntary act of said corporation for the uses and purposes mentioned in the instrument.

DATED this 5th day of October, 2009.



[Signature]
(Print Name) Susan M. Nelson
NOTARY PUBLIC in and for the State of
Washington, residing at Port Townsend.
My appointment expires: 11-05-12

STATE OF WASHINGTON)
) ss.
COUNTY OF JEFFERSON)

I certify that I know or have satisfactory evidence that **Christine Cray** is the person who appeared before me, and said person acknowledged that he signed this instrument in his capacity as the owner of A Casual Affair, Inc. and acknowledged it to be the free and voluntary act of said company for the uses and purposes mentioned in the instrument.

**PARCEL DESCRIPTION FOR
SPRUCE GOOSE RESTAURANT LEASE
FOR PORT OF PORT TOWNSEND
July 17, 2009**

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 30 NORTH, RANGE 1 WEST, W.M., JEFFERSON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 28, AS SHOWN ON VOLUME 14 OF SURVEYS, PAGES 91 AND 92, RECORDS OF JEFFERSON COUNTY, WASHINGTON;

THENCE NORTH 01° 42' 55" EAST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 281.21 FEET;

THENCE SOUTH 88° 17' 05" EAST, A DISTANCE OF 17.95 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 66° 31' 11" EAST, A DISTANCE OF 64.28 FEET;

THENCE NORTH 23° 13' 56" EAST, A DISTANCE OF 60.54 FEET;

THENCE NORTH 66° 02' 32" WEST, A DISTANCE OF 64.18 FEET;

THENCE SOUTH 23° 20' 01" WEST, A DISTANCE OF 61.07 FEET TO THE TRUE POINT OF BEGINNING.

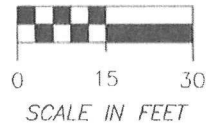
CONTAINING 3,905 SQUARE FEET, MORE OR LESS.

SKETCH TO ACCOMPANY
LEGAL DESCRIPTION FOR:

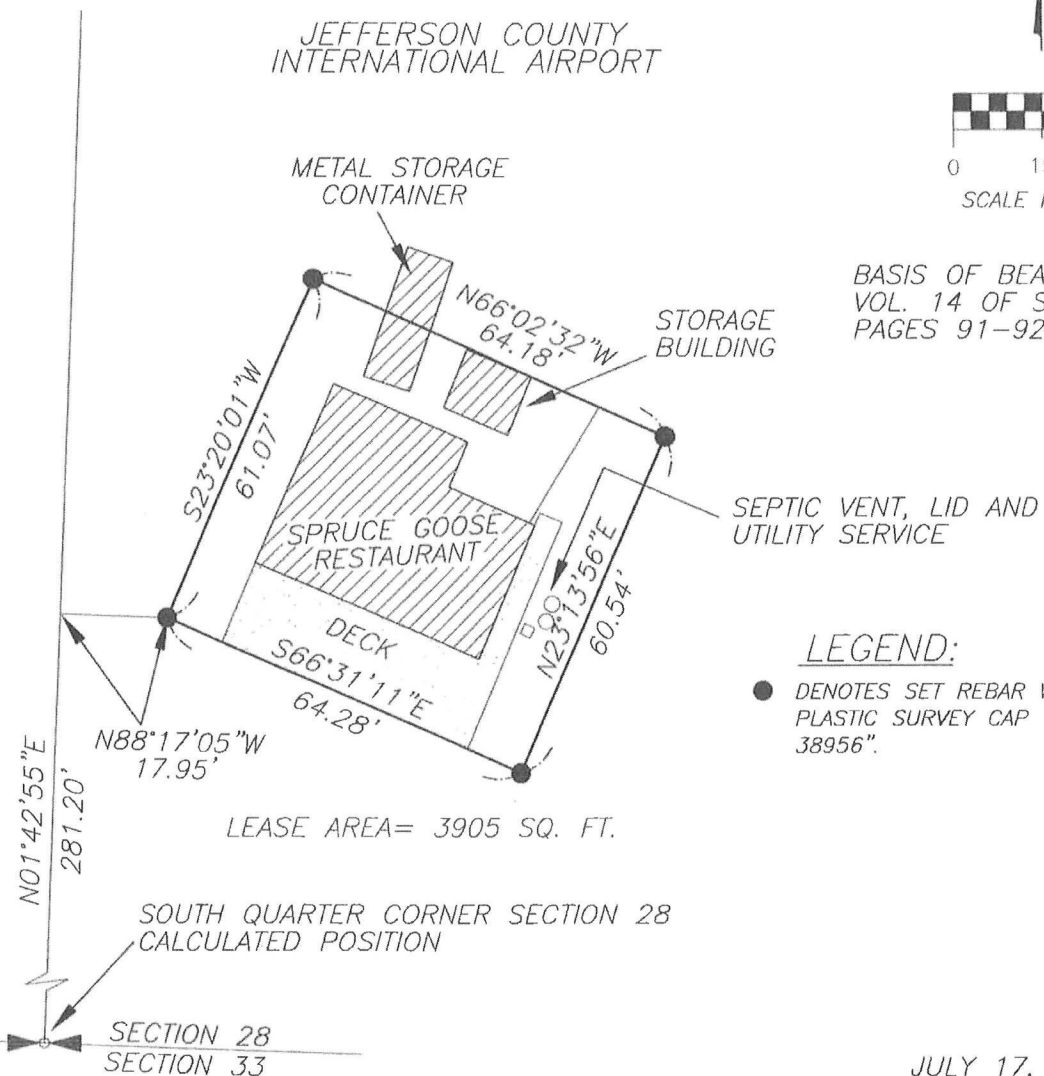
PORT OF PORT TOWNSEND

SPRUCE GOOSE RESTAURANT LEASE

IN SECTION 28, TOWNSHIP 30 NORTH, RANGE 1 WEST, W.M.
JEFFERSON COUNTY, WASHINGTON



JEFFERSON COUNTY
INTERNATIONAL AIRPORT



BASIS OF BEARING
VOL. 14 OF SURVEYS
PAGES 91-92.

LEGEND:

- DENOTES SET REBAR WITH PLASTIC SURVEY CAP "LS 38956".

JULY 17, 2009

			P.O. Box 2199
PORT OF PORT TOWNSEND P.O. Box 1180 Port Townsend, WA 98368-4624 Phone: (360) 385-0656 FAX: (360) 385-3988			935 N 5th Ave Sequim, WA 98382 (360) 681-2161 FAX 683-5310 (888) 681-2181
7/17/09 DATE FIRST ISSUED REVISIONS BY:	PLAY CHECK: SBC DRAWN BY: JCA SER#: 013028\POPT0902\SPRUCEGOOSE	LAND SURVEYING MAPPING DEVELOPMENT CONSULTING CONSTRUCTION MANAGEMENT	

PORT OF PORT TOWNSEND

AGENDA COVER SHEET

MEETING DATE	June 26, 2024
AGENDA ITEM	<input checked="" type="checkbox"/> First Reading <input type="checkbox"/> Second Reading <input type="checkbox"/> Regular Business
AGENDA TITLE	VI. A. Rules Amendment 4.05.010 Credit System – Port Use of Slips Left Vacant by Moorage Licensees
STAFF LEAD	Eron Berg, Executive Director
REQUESTED	<input type="checkbox"/> Information <input type="checkbox"/> Motion <input type="checkbox"/> Action <input checked="" type="checkbox"/> Discussion
ATTACHMENTS	Memorandum Draft Rules Amendment 4.05.010

PORT OF PORT TOWNSEND

AGENDA MEMO

DATE: 6/26/2024
TO: Commission
FROM: Eron Berg, Executive Director & Kristian Ferrero, Harbormaster
SUBJECT: Credit system updates

ISSUES

Does the commission have comments or concerns about the draft rules?

BACKGROUND

As we continue to work through various port rules, next on the list was a request from the Commission to address the credit system and in particular, a desire to accommodate longer absences. Attached are draft revised rules that are intended to address that need.

DISCUSSION

The revised rules address several concerns, including the following:

1. Deleting the prohibition on the use of the credit system while a moorage licensee is in the yard.
2. Decreasing the minimum time needed to use the 1/30th credit system (Option A).
3. Creating a new reduced moorage fee option for absences greater than two months (Option B).
4. Allowing moorage licensees the option to use either option for longer term absences (in excess of two months).

FISCAL IMPACT

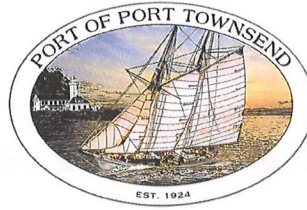
N/A

ATTACHMENTS

Draft revised rules

RECOMMENDATIONS

Please provide feedback on the draft rule changes prior to implementation under delegated authority.



AMENDMENT TO PORT RULES & REGULATIONS

ISSUED BY: Eron Berg, Executive Director

DATED: July __, 2024

EFFECTIVE: August 1, 2024

SUMMARY: This amendment updates the “credit” system to allow a more predictable option for longer term absences by moorage licensees by establishing reduced moorage rates during absences of at least two months. This amendment maintains the current option and also allows the use of the credit system while in the yard.

RULE:

4.05.010 Credit system - Port use of slips left vacant by moorage licensees.

A. Any regular moorage licensee who gives notice that their berth will be available for at least ~~threeseven (37)~~ consecutive days, will be eligible to receive a credit equivalent to one thirtieth (1/30) of their monthly ~~rent moorage rates~~ for each day the Port uses their berth to accommodate a guest. ~~If moorage licensee returns during the period of scheduled absence, and the slip they are normally assigned to is occupied, they will use a slip as assigned by the Harbormaster. Licensees account must be in and remain in the current paid status in order to be eligible to receive credit under this policy. Credits will not be given to vessels in Port Work Yards under the moorage incentive program detailed in this section.~~

B. Any regular moorage licensee who gives notice that their berth will be available for at least two (2) calendar months, beginning on the first of a month, will be eligible to pay a reduced monthly moorage rate equal to 25% of their monthly rent for each full calendar month of absence.

CB. Use of the credit system for any reason is limited to six (6) months in any calendar year and for licensees who are on extended cruises and/or awaiting the delivery or construction of a new boat, the use of the credit system is limited to twenty-four (24) months in any rolling five (5) year period. The IA licensee whose absence exceeds twenty-four months may still retain their slip while their vessel is gone slip is vacant, but is not eligible to receive a credit or pay reduced moorage rates.

D. If a moorage licensee returns during the period of scheduled absence, and the slip they are normally assigned to is occupied, they will use a slip as assigned by the Harbormaster.

E. Licensees' accounts must be in and remain in the current paid status in order to be eligible to receive credit or reduced moorage rates under this policy.

F. Licensees who desire to use the credit system must notify the moorage office prior to their absence, using a form developed by the Harbormaster, and on that form will indicate whether they are using subsection A, B or a combination of A and B for their absence.

AMENDMENT TO PORT RULES & REGULATIONS

DATE:	July 2, 2024
EFFECTIVE:	August 1, 2024
SUMMARY:	This amendment updates the "credit" system to allow a more flexible option for longer term absences by moorage licensees, by establishing reduced moorage rates during absences of at least two months. This amendment contains the current code and also allows the use of the credit system while in the year.

RULE

4.05 510 Credit System - Port use of slips left vacant by moorage licensees.

A. Any regular moorage licensee who gives notice that their berth will be available for at least (insert a number) consecutive days, will be eligible to receive a credit equivalent to one thirtieth (1/30) of their monthly rent moorage rate for each day the Port uses their berth to accommodate a guest. Licensees receiving credit during their period of absence will receive a monthly credit amount equal to the amount of the monthly moorage rate for the applicable month. Licensees who do not receive a credit during their period of absence will receive a credit for the amount of the credit earned during their period of absence.

B. Any regular moorage licensee who gives notice that their berth will be available for at least (insert a number) consecutive days, will be eligible to receive a credit equivalent to one thirtieth (1/30) of their monthly rent moorage rate for each day the Port uses their berth to accommodate a guest. Licensees receiving credit during their period of absence will receive a monthly credit amount equal to the amount of the monthly moorage rate for the applicable month. Licensees who do not receive a credit during their period of absence will receive a credit for the amount of the credit earned during their period of absence.

C. The credit system in subsection (A) and (B) applies to any licensee who is a member in good standing and has a current paid status. Licensees who are not members in good standing or who are not in a current paid status will not be eligible to receive a credit while their berth is available. Licensees who are not in a current paid status will not be eligible to receive a credit while their berth is available, but is not eligible to receive a credit while their berth is available.

PORT OF PORT TOWNSEND

AGENDA COVER SHEET

MEETING DATE	June 26, 2024
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. Jefferson County International Airport, Building Site #6, Competing Hangar Proposals
STAFF LEAD	Sue Nelson, Lease & Contracts Administrator
REQUESTED	<input type="checkbox"/> Information <input checked="" type="checkbox"/> Motion/Action <input type="checkbox"/> Discussion
ATTACHMENTS	<ul style="list-style-type: none"> A. Staff Memo B. Satellite Image of JCIA Layout C. Northwest Custom Hangars, LLC – Site #6 Hangar Building Proposal D. Ross Widener, Cowling & Co., LLC – Site #6 Hangar Building Proposal

PORT OF PORT TOWNSEND

INFORMATIONAL MEMO

DATE: 6/26/2024
TO: Port Commission
FROM: Sue Nelson, Lease & Contracts Administrator
SUBJECT: JCIA Building Site #6 – Competing Hangar Proposals

BACKGROUND

Port staff have received interest from two separate parties requesting to build hangars on site pad #6. Each are ready to enter long-term leases with the Port. Payment would begin at lease inception, The current price per square foot for land at JCIA is \$0.07. The site is a 325' x 55' pad (17,875 sf).

DISCUSSION

Site #6 was amongst the pads in 2007 which received infrastructure in preparation for hangar construction. Site #6 was previously set aside for future construction of a Port-owned hangar. This pad is considered a premium site, paralleling the taxiway with “front row” views.

Port staff received proposals from two parties, each intending to lease the entire 17,875 sf site, as follows:

- Dave Ward of Northwest Custom Hangars, LLC, proposing to build a five-unit condominium hangar, selling individual units to private parties; and,
- Ross Widener of Cowling & Co., LLC, proposing to have a 240' x 55', three-bay hangar building built for use as an aircraft hangar, an office facility, and a small shop to conduct his environmental permitting and marine habitat restoration business.

RECOMMENDATION

Motion to authorize the Director to negotiate a long-term land lease at JCIA with _____ [party selected by Commission]_____.

ATTACHMENTS

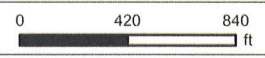
- Satellite Image of JCIA Layout
- Dave Ward, Northwest Custom Hangars, LLC, Site #6 Hangar Proposal
- Ross Widener, Cowling & Co., LLC, Site #6 Hangar Proposal



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

Jefferson County, WA

 = Site #6



Scale: 1:9,028

Date: 6/20/2024



This map is not a substitute for accurate field surveys or for locating actual property lines and any adjacent features.

Northwest Custom Hangars LLC
83 McArdle Ave
Quilcene WA. 98376

Port of Port Townsend

Port Commissioners:

This letter is my proposal for the lease of Site 6 at Jefferson County Airport.

I propose that I lease the whole site. I will build one building approximately 320 feet by 50 feet and divide that building into five 60 foot by 50 foot hangars, very similar to the building I built on Site 8. I will sell them as an aircraft storage condominium. Each owner will have a deed to their own hangar, the same as the other two buildings we built on Site 7 and 8 at the airport. I also built the hangars on site 4 and the Port Townsend Aircraft Services building.

I plan to build this year and be complete with the hangars by the end of the year IF I can get all the permits and building delivered in a timely manner and if I can get started applying for the permits soon.

Attached is a preliminary set of plans that are very similar to what I will be building on Site 6.

Please do not hesitate to reach out to me if you have any questions.

Sincerely,

David Ward

Northwest Custom Hangars LLC

360-301-0257

davew@olympen.com



From: [Ross Widener](#)
To: [Sue Nelson](#); [Dave Ward](#)
Cc: [Eron Berg](#); [Eric Toews](#); [Jeanette Widener](#)
Subject: RE: JCIA Site #6
Date: Thursday, June 20, 2024 8:13:13 AM
Attachments: [image001.png](#)

Hi Sue,

We don't have drawings yet. Hoping to have by Friday from Jay Cleveland at Pacific General Builders at www.pacificgb.com. Our proposal will include a hangar and office facility along with a small shop to conduct our environmental permitting business and marine habitat restoration like what we are doing on the rock nursery. As we stated before we are looking for a place to keep our plane as well as an attractive base of operations for our business thereby providing a benefit for the Port, the community and our company. We would be willing to lease the whole lot from the airport or a portion which ever they prefer, contingent on obtaining a septic connection for a fee and all FAA regulatory if any requirements to be fulfilled by the Port. We assume the Port has determined that the stormwater facility is adequate for the development.

Our current plan is for a 240' x55' . However, working with the Port and accessing the view from the Goose we would likely reduce that size. However we would like at least 3 bays in the hangar so it is work in progress. Our current estimate is 4 months for construction plus permitting. To avoid conflicts with our role at the Port the contractor will do all of the required permitting with the County. We would anticipate completion of the project by mid-2025. Understand the need to maintain the current under drains and complete the grading on the site during good weather to protect the airport taxiways and get a good foundation for the building.

More to follow tomorrow.

Thanks,
Ross

From: Sue Nelson <snelson@portofpt.com>
Sent: Friday, June 14, 2024 11:04 AM
To: Dave Ward <davew@olypen.com>; Ross Widener <ross@widener-enviro.com>
Cc: Eron Berg <Eron@portofpt.com>; Eric Toews <eric@portofpt.com>
Subject: JCIA Site #6
Importance: High

Good morning,

Since we have two interested parties with competitive proposals to lease pad site #6 at Jefferson County International Airport, I am requesting that you email me your written proposal. In the proposal, please include plans for the site, building drawings (if available), and a timeline of your proposed project. We would like to receive the proposal within a week. They would then be presented to the Port Commission for a possible decision at either the

June 26 or July 10. Lease payment would begin at time of lease inception.

A reminder that we do have sites #1, #2, and #3 available for construction.

Thank you,

Sue Nelson

Lease & Contracts Administrator



2701 Jefferson Street | P.O. Box 1180 | Port Townsend, WA 98368
360-385-0656 main | 360-385-0410 direct

NOTICE: Emails sent to and from the Port are likely public records under Washington's Public Records Act, RCW 42.56, and may be subject to disclosure upon request.

BUILDING LOADS / DESCRIPTION:

WIDTH: 240 LENGTH: 50 HEIGHT: 16 / 16
(BUILDING DIMENSIONS ARE NOMINAL. REFER TO PLANS).

THIS STRUCTURE IS DESIGNED UTILIZING THE LOADS INDICATED AND APPLIED AS REQUIRED BY: IBC 21

THE CONTRACTOR IS TO CONFIRM THAT THESE LOADS COMPLY WITH THE REQUIREMENTS OF THE LOCAL BUILDING DEPARTMENT.

<u>ROOF DEAD LOAD:</u>	2.00	PSF (ROOF PANELS & PURLINS)	
<u>COLLATERAL LOAD:</u>	5.00	PSF	<u>SNOW EXPOSURE:</u> 1.0000
<u>ROOF LIVE LOAD:</u>	20.00	PSF	<u>WIND EXPOSURE:</u> C
<u>ROOF SNOW LOAD:</u>	17.50	PSF	<u>INTERNAL PRESSURE COEFF:</u>
<u>GROUND SNOW LOAD:</u>	25	PSF	0.18 / -0.18
<u>BASIC WIND SPEED:</u>	110	MPH	<u>SPECTRAL RESPONSE COEFF:</u>
<u>SEISMIC ZONE:</u>	D	Sds	1.07
<u>THERMAL FACTOR:</u>	1.00	Sd1	0.59
<u>IMPORTANCE FACTORS:</u>		<u>DESIGN BASE SHEAR, V:</u>	
WIND LOAD	1.00	EXPANDED FORMULA	0.667*le*Fa*Ss*W/R
SNOW LOAD	1.0000	LONGITUDINAL	37.23
SEISMIC LOAD	1.00	TRANSVERSE	41.50

GENERAL NOTES:

1) MATERIALS : MINIMUM YIELD:
 HOT ROLLED BAR Fy = 36.0000 ksi MIN.
 STRUCTURAL STEEL SHEET Fy = 50.0000 ksi MIN.
 STRUCTURAL STEEL PLATE Fy = 50.0000 ksi MIN.
 COLD FORMED SHAPES Fy = 57.0000 ksi MIN.
 WALL SHEETING Fy = 60.0000 ksi MIN.
 ROOF SHEETING Fy = 50.0000 ksi MIN.
 BOLTS A307 & A325
 THE METAL BUILDING MANUFACTURER RESERVES THE RIGHT TO SUBSTITUTE THE ABOVE MATERIALS WITH EQUAL OR BETTER MATERIAL.

2) BOLT TIGHTENING REQUIREMENTS:
 ALL HIGH STRENGTH BOLTS ARE A325 UNLESS NOTED OTHERWISE.
 HIGH STRENGTH BOLTS SHALL BE TIGHTENED BY THE TURN OF THE NUT METHOD IN ACCORDANCE WITH THE LATEST EDITION AISC "SPECIFICATION FOR STRUCTURAL JOINTS USING ASTM A325 OR A490 BOLTS". A325 BOLTS SHALL BE INSTALLED WITH OUT WASHERS WHEN TIGHTENED BY THE "TURN OF THE NUT" METHOD. ALL BOLTED CONNECTIONS, FOR SHEAR/BEARING CONNECTION TYPE WITH BOLT THREADS EXCLUDED FROM THE SHEAR PLANE SHALL BE SNUG TIGHT ONLY.

3) ALL STRUCTUAL STEEL TO RECEIVE A RUST INHIBITIVE PRIMER. THIS PAINT IS NOT INTENDED FOR LONG TERM EXPOSURE TO THE ELEMENTS.

ROOF PANELS:

COLOR: NEED SIG 300

WALL PANELS:

COLOR: NEED SIG 200

TRIM COLORS:

CABLE: NEED SIG 200

CORNER: NEED SIG 200

EAVE: NEED SIG 200

FRAMED OPENINGS: NEED SIG 200

LINER PANELS:

COLOR: N/A

LINER TRIM:

COLOR: N/A

DEFLECTION LIMITS:

EW COL:	180
EW RAF LIVE:	180
EW RAF WIND:	180
WALL GIRT:	90
PURL LIVE:	180
PURL WIND:	150
WALL PANEL:	60
ROOF PANEL LIVE:	60
ROOF PANEL WIND:	60
RF HORIZONTAL:	60
RF VERTICAL:	180
WIND BENT:	60
RF CRANE:	0
RF SEIS:	65
WIND BENT SEIS:	65

BUILDER / CONTRACTOR RESPONSIBILITIES

1. Compliance with Governing Authorities: It is the responsibility of the builder/contractor to ensure that all project plans and specifications comply with the applicable requirements of any governing building authorities. The supply of sealed engineering data and drawings for Western Steel Buildings does not imply or constitute an agreement that Western Steel Buildings or its design engineer is acting as the Engineer of Record or Design Professional for a construction project.
2. Permits and Approvals: The contractor must secure all required approvals and permits from the appropriate agency as required. Approval of Western Steel Buildings' drawings and calculations indicates that Western Steel Buildings correctly interpreted and applied the requirements of the contract drawings and specifications. Issues regarding proprietary rights of the fabricator are detailed in Chapter 4.2 of ANSI/AISC 303, Approved Edition.
3. Design Considerations and Timely Information Flow: Design considerations of any materials in the structure which are not furnished by Western Steel Buildings are the responsibility of the contractors and engineers other than Western Steel Buildings' engineer unless specifically indicated. The timely flow of information is outlined in Chapter 4.3 of ANSI/AISC 303, Approved Edition.
4. Erection of Steel: The contractor is responsible for all erection of steel and associated work in compliance with Western Steel Buildings' "For Construction" drawings. All bracing as shown and provided by Western Steel Buildings for this building is required and shall be installed by the erector as a permanent part of the structure. Temporary supports, such as temporary guys, braces, false work, cribbing, or other elements required for the erection operation, will be determined and furnished and installed by the erector. These temporary supports will secure the steel framing, or any partly assembled steel framing, against loads comparable in intensity to those for which the structure was designed, resulting from wind, seismic forces, and erection operations, but not the loads resulting from the performance of work by or the acts of others, nor such unpredictable loads as those due to tornado, explosion, or collision.

Approval Notes:

It is imperative that any changes to these drawings be made in contrasting ink (preferably red ink), have all instances of change clearly indicated, and be legible and unambiguous.

A signature and date are required on all pages.

Western Steel Buildings reserves the right to re-submit drawings with extensive or complex changes required to avoid misfabrication. This may impact the delivery schedule.

Approval of these drawings indicates conclusively that Western Steel Buildings has correctly interpreted the contract requirements, and further constitutes agreement that the building as drawn with indicated changes represents the total of the materials to be supplied by Western Steel Buildings.

Any changes noted on the drawings not in conformance with the terms and requirements of the contract between Western Steel Buildings and its customer are not binding on Western Steel Buildings unless subsequently specifically acknowledged and agreed to in writing by change order or separate documentation, as mentioned in Chapter 4.4 of ANSI/AISC 303, Approved Edition.

Approvals subject to corrections are addressed in Chapter 4.4 of ANSI/AISC 303, Approved Edition.

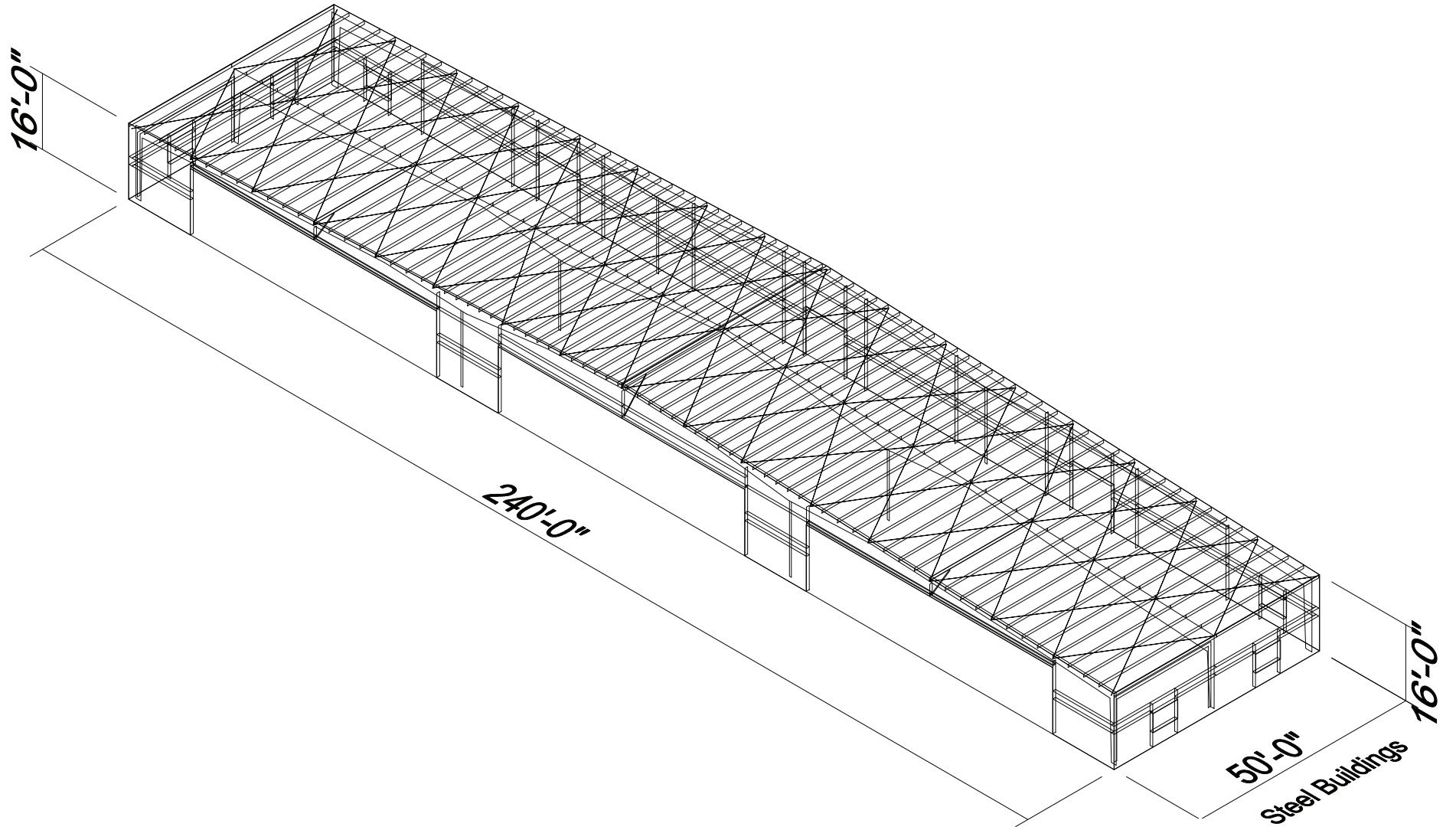
Western Steel Buildings recognizes that rubber stamps are routinely used for indicating approval, disapproval, rejection, or mere review of the drawings submitted. However, Western Steel Buildings does not accept changes or additions to contractual terms and conditions that may appear with the use of a stamp or similar indication of approval, disapproval, etc. Such language applied to Western Steel Buildings' drawings by the customer, architect, engineer, or any other party will be considered as unacceptable alterations to these drawing notes and will not alter the contractual rights and obligations existing between Western Steel Buildings and its customer.

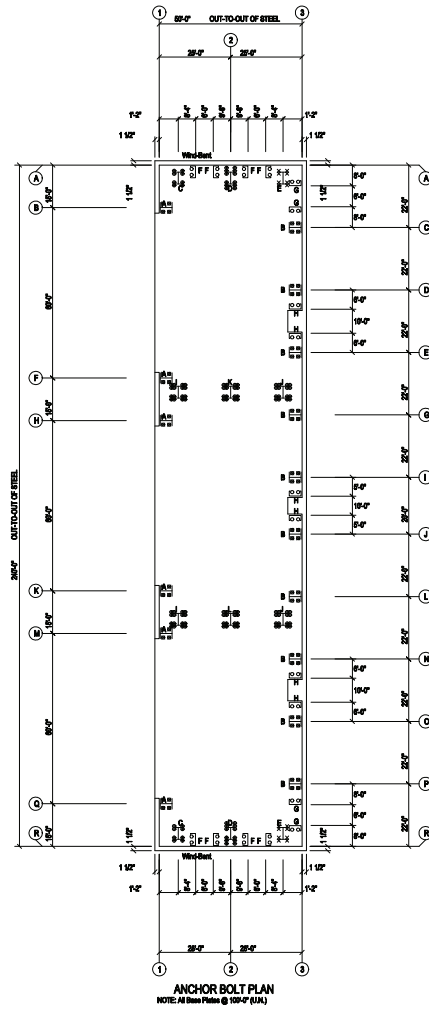
Shop-standard material grades must conform to the specifications set forth in the currently approved AISC Reference Standards.

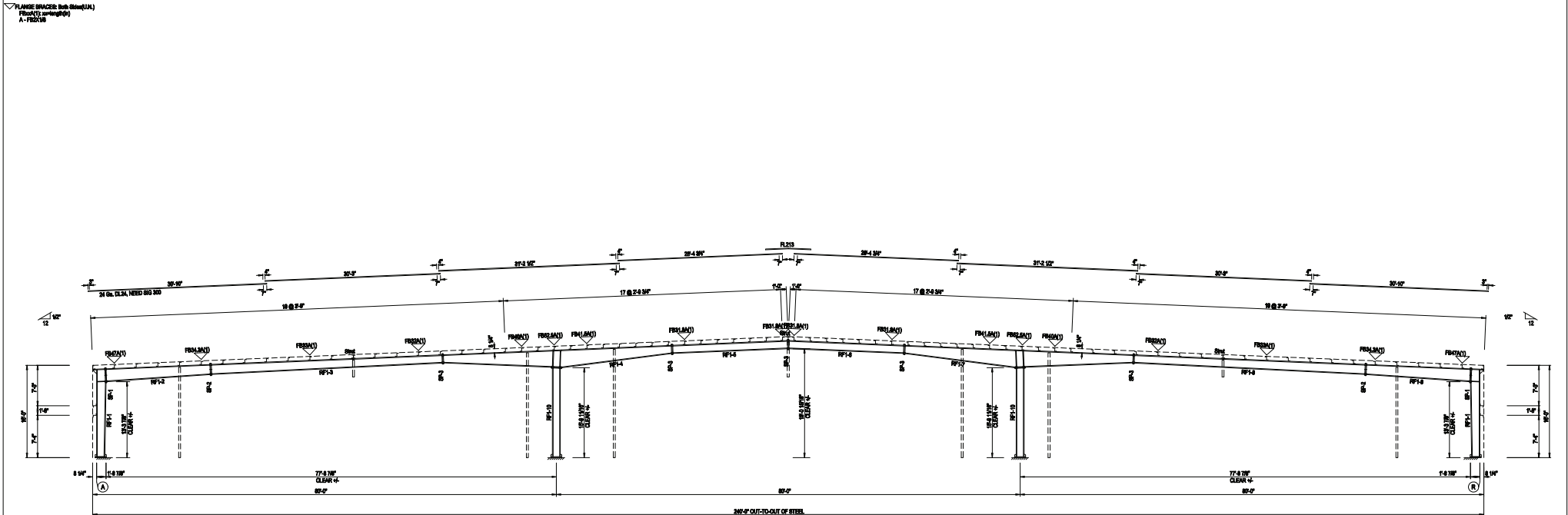
WARNING:

In no case should Galvalume steel panels be used in conjunction with lead or copper. Both lead and copper have harmful corrosion effects on the aluminum-zinc alloy coating when they are used in contact with Galvalume steel panels. Even run-off from copper flashing, wiring, or tubing onto Galvalume should be avoided.

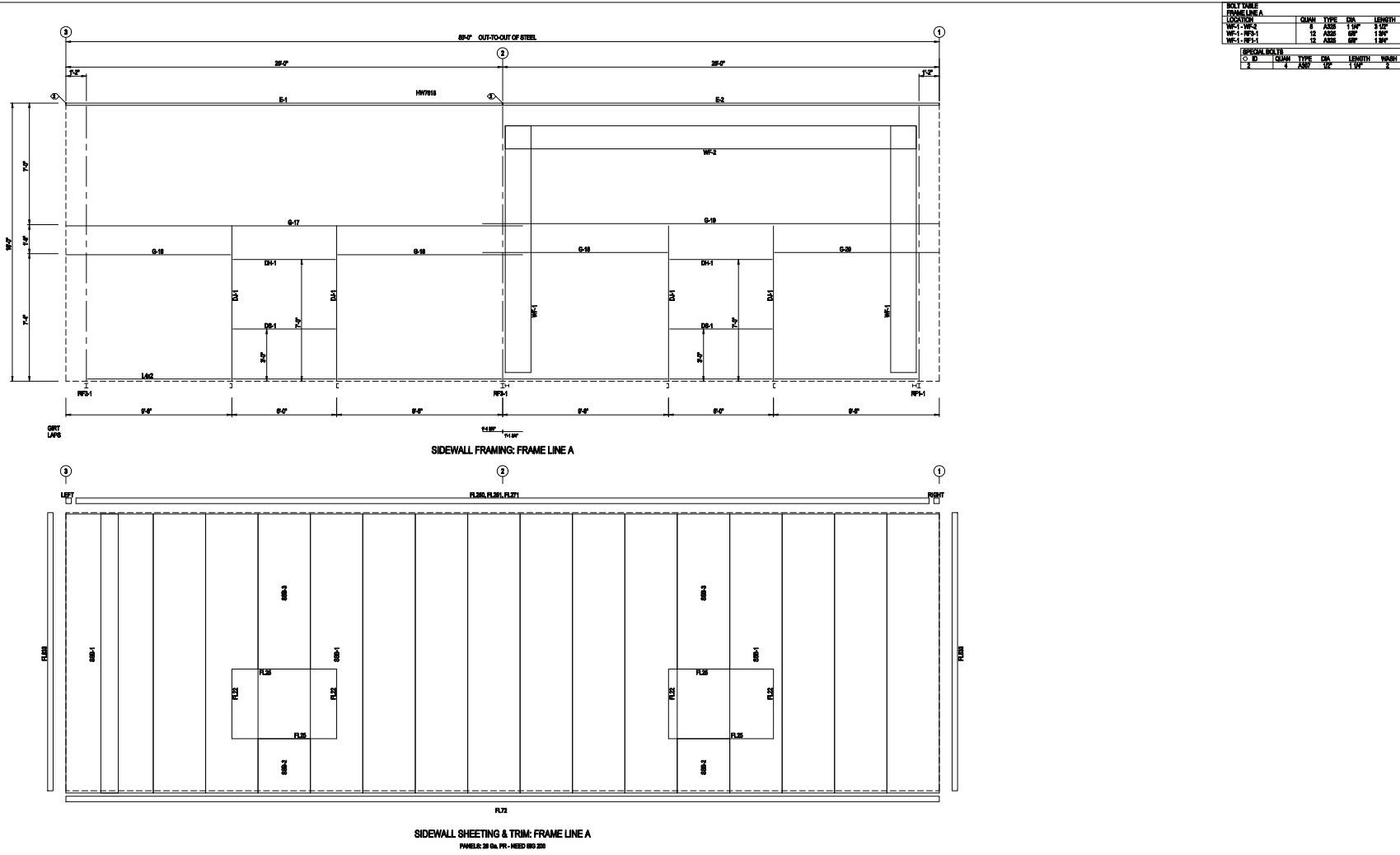
<u>SITE CLASS:</u>	d
<u>OCCUPANCY CATEGORY:</u>	II - Normal
<u>SEISMIC DESIGN CATEGORY:</u>	D
<u>MAPPED SPECTRAL RESPONSE ACC.</u>	
Ss	1.34
St	0.49







RIGID FRAME ELEVATION: FRAME LINE 1

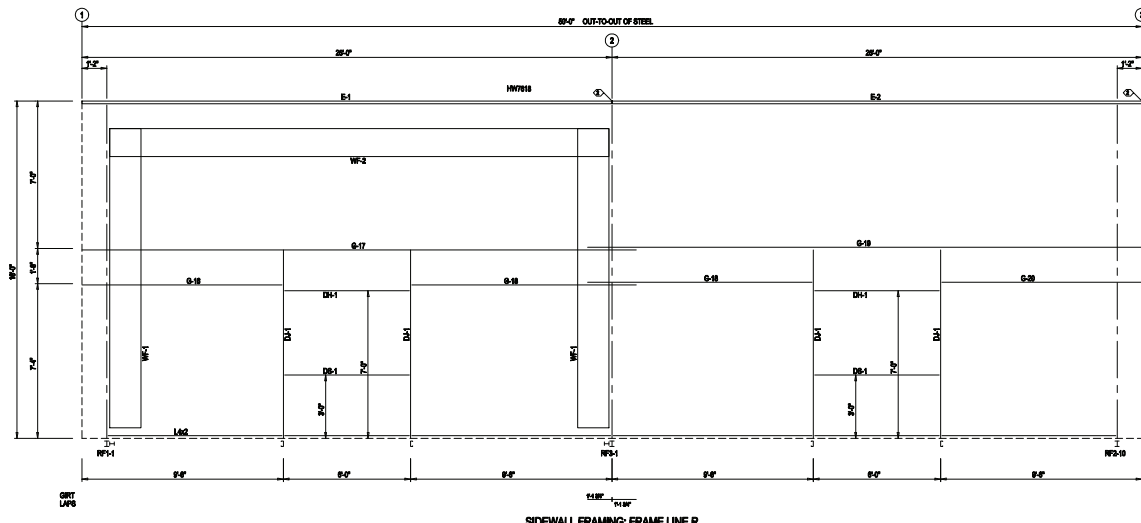


BOLTABLE					
FRAME LINE A					
LOCATION	QUAN	TYPE	DI	LENGTH	MARK
WF-1-WF-2	8	ASH	1 1/2"	312"	
WF-1-WF-3	12	ASH	8"	180"	
WF-1-WF-1	12	ASH	8"	180"	

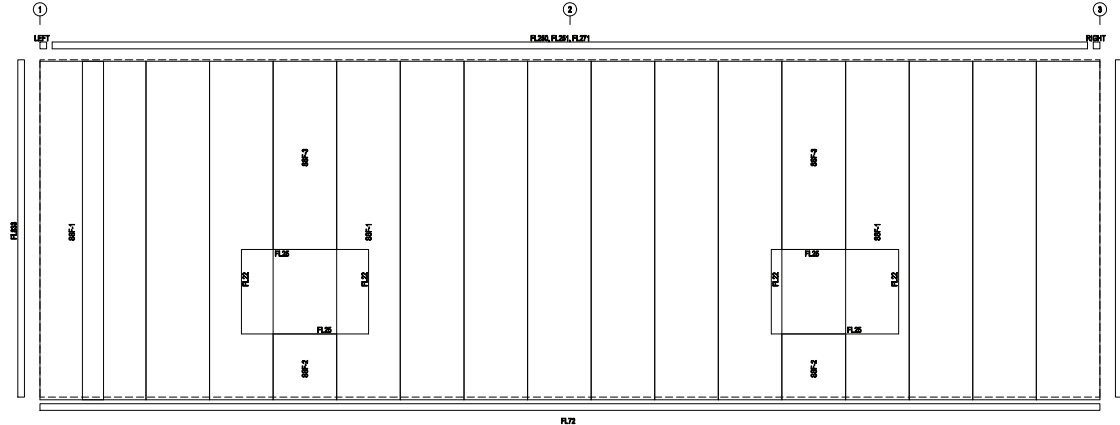
SPECIAL BOLTS					
DI	QUAN	TYPE	DI	LENGTH	MARK
1/2"	4	ASH	1/2"	2"	

SIDEWALL FRAMING: FRAME LINE A

SIDEWALL SHEETING & TRIM: FRAME LINE A
 PANELS 20 (in. PR.) NEED 010 200



SIDEWALL FRAMING: FRAME LINE R

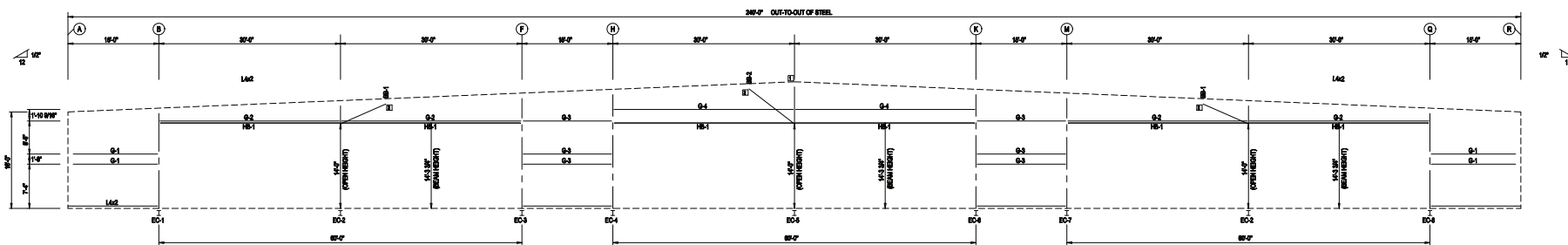


SIDEWALL SHEETING & TRIM: FRAME LINE R

PANELS 20 On PR - NEED BIG 200

BOLTY TABLE					
FRAME LINE R					
LOCATION	QUAN	TYPE	DI	LENGTH	MARK
WF-1-WF-2	8	ASB	1 1/2"	312"	
WF-1-WF-1	12	ASB	8"	184"	
WF-1-WF-1	12	ASB	8"	184"	

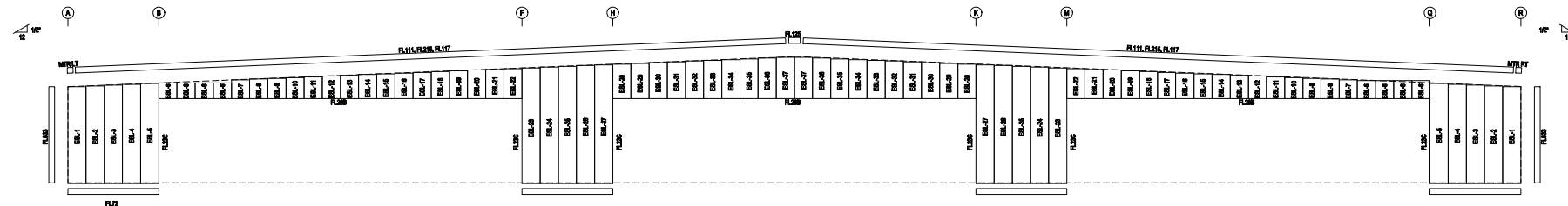
SPECIAL BOLTS					
LOC	QUAN	TYPE	DI	LENGTH	MARK
1-2	4	ASB	1/2"	1 1/2"	2



ENDWALL FRAMING: FRAME LINE 1

BOLT TABLE				
FRAME LINE 1	QUAN	TYPE	DI	LENGTH
LOC-101	2	ASB	ØP	110"
EC-1FRAME	2	ASB	ØP	110"
EC-2FRAME	2	ASB	ØP	110"
EC-3FRAME	2	ASB	ØP	110"
EC-4FRAME	2	ASB	ØP	110"
EC-5FRAME	2	ASB	ØP	110"
EC-6FRAME	2	ASB	ØP	110"
EC-7FRAME	2	ASB	ØP	110"
EC-8FRAME	2	ASB	ØP	110"
Back Braces	1	ASB	ØP	130"

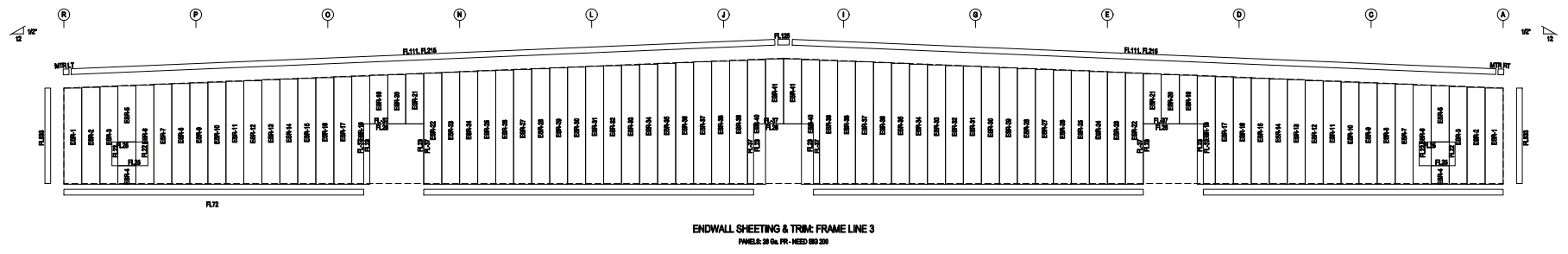
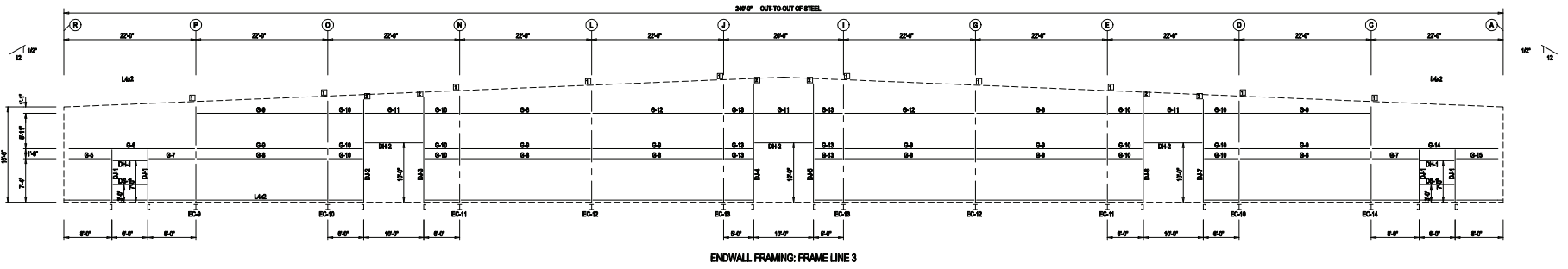
CONNECTION PLATES		
FRAME LINE 1	QTY	THICKNESS
1	1	1/2"
2	1	1/2"



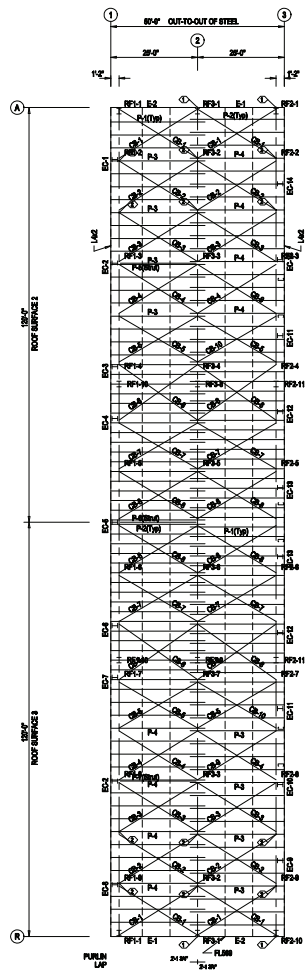
ENDWALL SHEETING & TRIM: FRAME LINE 1
 PANELS: 20 GA. PR - NEED 800 200

BOLT TABLE			
FRAME LINE 3	QUAN	TYPE	DIAM
LOCATIONS	8	ASB	5/8"
Column/Beam	2	ASB	1/2"
Beam	2	ASB	1/2"

CONNECTION PLATES			
FRAME LINE 3	QUAN	TYPE	DIAM
EC-10	1	ASB	5/8"
EC-11	1	ASB	5/8"
EC-12	1	ASB	5/8"
EC-13	1	ASB	5/8"
EC-14	1	ASB	5/8"



SPECIAL BOLTS					
NO.	QTY	DIAM.	TYPE	DR.	LENGTH
1	4	ASW	CP	1 1/4"	2
2	4	ASW	CP	1 1/4"	2



ROOF FRAMING PLAN

PORT OF PORT TOWNSEND

AGENDA COVER SHEET

MEETING DATE	June 26, 2024
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"> • Port Contracts Update • Rules Amendment Title 7 Union Wharf and City Dock • NWMC Port Security Grant Program • Commission Meeting Schedule

PORT OF PORT TOWNSEND INFORMATIONAL MEMO

DATE: June 20, 2024

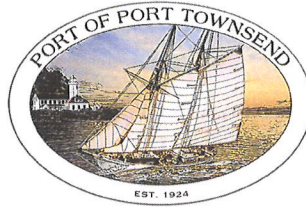
TO: Commissioners

FROM: Sue Nelson, Lease & Contracts Administrator

CC: Eron Berg, Executive Director

SUBJECT: **June 26, 2024, Commission Meeting** – Commission Update: New/Amended Contracts of \$100,000 or less, Approved by Executive Director Eron Berg, per Delegation of Authority Resolution No. 810-24

Name	Dates	Description	Amount Not to Exceed:
Northwest Maritime Center 2024 Wooden Boat Fest	9/3/2024-9/9/2024	Use of Port facilities during WBF	NWMC cost: \$26,000.00



AMENDMENT TO PORT RULES & REGULATIONS

ISSUED BY: Eron Berg, Executive Director

DATED: June 26, 2024

EFFECTIVE: July 1, 2024

SUMMARY: This amendment updates Title 7 dealing with the use of Union Wharf and City Dock and brings the Port Hadlock pier and float under the same title.

RULE:

Chapter 7.01

GENERAL PROVISIONS

Sections:

[7.01.010 Authorization.](#)

[7.01.020 Applicability – Conflict of rules.](#)

[7.01.030 Intent.](#)

[7.01.040 Schematic drawings of Union Wharf.](#)

[7.01.050 Adoption of additional rules by Executive Director – Pamphlet – Signage.](#)

[7.01.060 Authorized emergency vessels exempt.](#)

[7.01.070 Reserved.](#)

[7.01.080 Use of shelter – Busking allowed - Temporary commercial uses.](#)

[7.01.090 Mooring requirements and responsibilities – Repair work prohibited.](#)

[7.01.100 Revocation of license – Prohibition of future use of facilities.](#)

7.01.110 Non-liability of Port of Port Townsend – Insurance required.**7.01.120 Violations – Enforcement - Impounding of vessels.****7.01.130 Contractor use.****7.01.140 Suspension of permits/reservations for emergencies or repairs.****7.01.010 Authorization.**

As authorized by RCW Title [53](#) generally, and RCW [53.08.030](#) specifically, Port of Port Townsend is authorized to acquire, add to, maintain, conduct and operate piers, wharves, docks, boat landings and other harbor improvements. In implementing this authority, the Port shall have supervision and control over waters immediately adjacent to docks or wharves owned by the Port. For the purposes of this chapter, such waters shall be known as “the harbor.”

7.01.020 Applicability – Conflict of rules.

The provisions of this Title [7](#) shall apply to all vessels using City Dock, ~~and~~ Union Wharf [and the Port Hadlock Pier & Float](#), and shall be construed to supplement United States laws and Washington State laws and regulations when not expressly inconsistent with any laws and regulations which apply. Where the provisions of this Title [7](#) and another provision of these Rules, Regulations and Procedures overlap, whichever provision imposes the more stringent restrictions shall prevail.

7.01.030 Intent.

City Dock, ~~and~~ Union Wharf [and the Port Hadlock Pier & Float](#) (collectively referred to as “Port moorage facilities” within this Title [7](#)) were constructed for the benefit of the public as a whole, and are intended to provide waterfront access and recreational opportunities for a wide variety of persons. In this regard, the Port expects all users, whether public or private, commercial or recreational, to use such moorage facilities responsibly and with common courtesy, to keep them free of litter, to respect and protect the public’s interest, and to refrain from any activities which will or might cause the facilities damage or harm. ~~The Port further expects all commercial users of Union Wharf to be mindful that Union Wharf was constructed primarily to provide public access to, and recreational enjoyment of, the waterfront by the general public, and that any commercial use is secondary to this primary purpose.~~ All patrons and the public are to respect the rights of others and to be particularly vigilant with regards to the control of pets, the safety of children, and keeping the facilities free of vandalism.

7.01.040 Schematic drawings of Union Wharf.

~~The following drawings illustrate the various sections and side of Union Wharf as regulated in this Title [7](#):~~

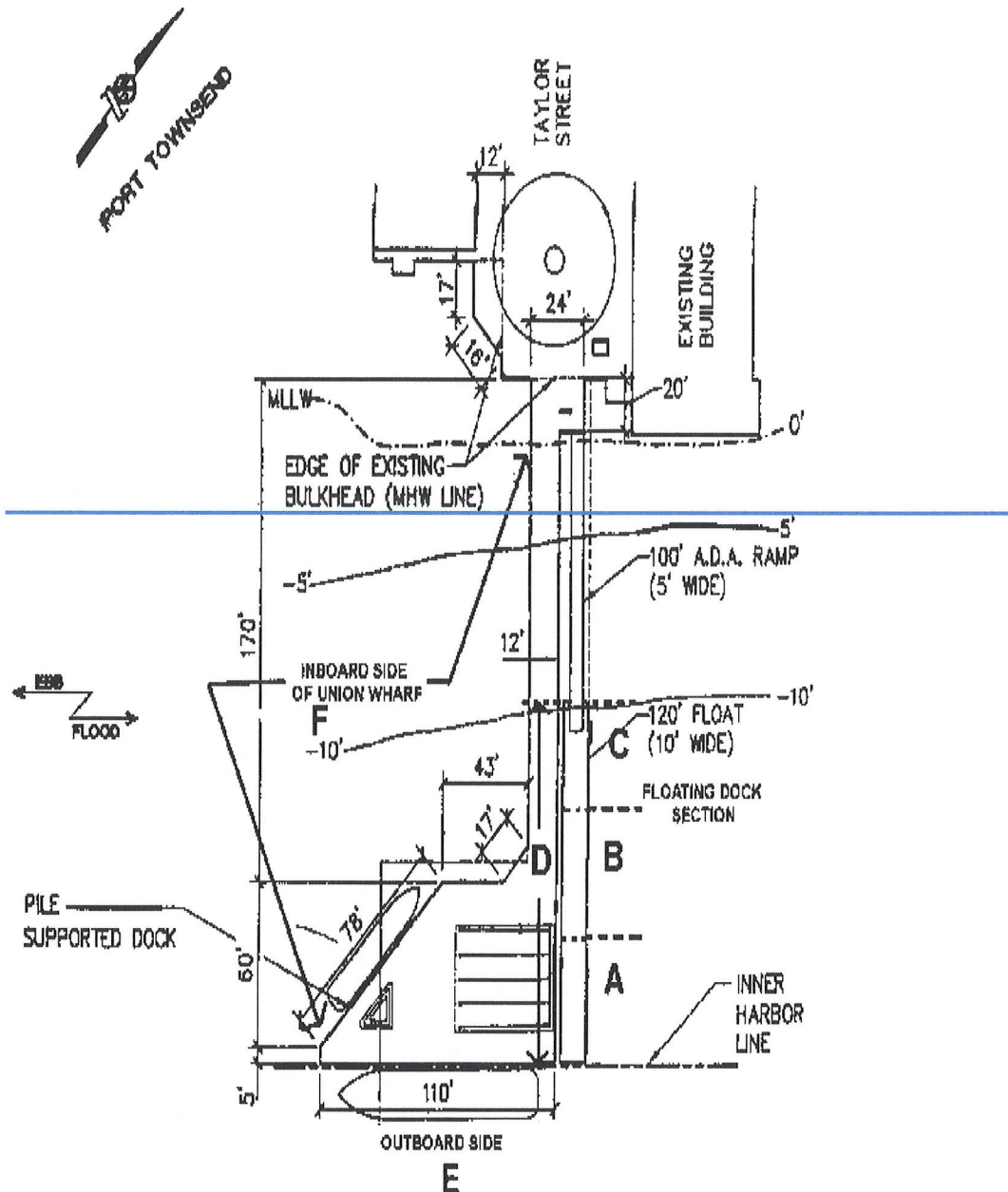
UNION WHARF

PORT of PORT TOWNSEND

7.01.040 Drawing 1 of 2

Nearest in-water structures are several hundred feet away from both sides of pier.

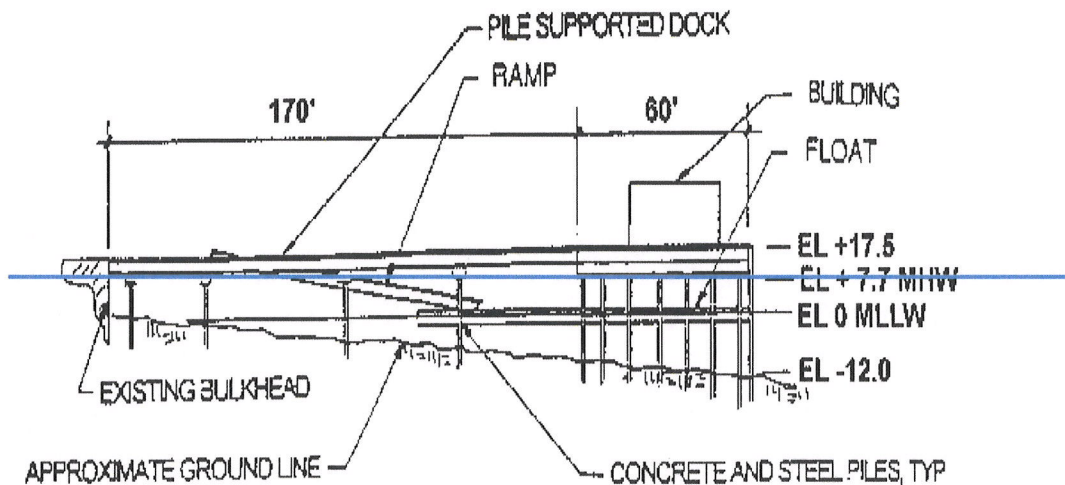
TIDAL INFORMATION					
Place		Height related to datum of soundings (MLLW)			
Name	(Lat./Long.)	Mean Higher High Water	Mean High Water	Mean Tide Level	Mean Lower Low Water
Port	48°05'48"N	0.5 ft.	7.7 ft.	5.1 ft.	0.0 ft.
Towhead	122°45'15"W				



UNION WHARF

PORT of PORT TOWNSEND

7.01.040 Drawing 2 of 2

**7.01.050 — Adoption of additional rules by Executive Director — Pamphlet — Signage.**

A. *Executive Director Authority.* Consistent with Chapter 1.03 of these Rules, Regulations and Procedures, the Executive Director shall have the authority to promulgate and adopt additional reasonable rules, regulations and procedures consistent with the intent of this chapter, pertaining to the operation, administration, management and use of City ("Cotton") Dock and/or Union Wharf. Any adopted rules or regulations shall be copied to the Port Commission. Failure to comply with any such adopted rules or regulations shall be a violation of this chapter.

B. *Informational Pamphlet.* Executive Director will develop and publish a pamphlet for distribution to potential commercial users of the facilities, which outlines operating policies and procedures, within a reasonable time after adoption of the rules, regulations and procedures set forth in this Title 7.

C. *Signage.* The Executive Director may establish appropriate signage, in conformance with Chapter 17.76 of the City of Port Townsend Municipal Code, at the Port moorage facilities to inform users of the requirements of this Title 7.

7.01.060 — Authorized emergency vessels exempt.

~~The provisions of this Title 7 shall not apply to any authorized emergency vessel actually responding to an emergency call or in immediate pursuit of any actual or suspected violator of the law, within the purpose for which such emergency vessel has been authorized; provided, however, that the provisions of this section shall not relieve the operator of an authorized emergency vessel of the duty to operate with due regard for the safety of all persons using the harbor or Port moorage facilities.~~

7.01.070 Reserved.

7.01.080 Use of shelter – Busking allowed - Temporary commercial uses.

A. *Use of Shelter.* The shelter at Union Wharf may be used for community events (such as community bands or concerts) sponsored by nonprofit organizations, and/or for any special events approved in advance by the Executive Director.

B. *Busking.* Busking is permitted on City Dock and Union Wharf; provided, however, that at times when events permitted by subsection A of this section are scheduled on the wharf, any busker who interferes with or disturbs the event may be required to cease his/her performance. Buskers may not use sound amplification of any sort. The sale of CDs, tapes or other recorded music incidental to busking is allowed.

C. *Temporary Commercial Uses.* Temporary (i.e., seasonal) non-exclusive commercial uses and vending that enhance the waterfront outdoor recreation experience are permitted on or within City Dock and Union Wharf, provided that:

~~1. Such uses are permitted under the City of Port Townsend's Shoreline Master Program and Zoning Code;~~

~~2. Such uses do not preclude free pedestrian access to the structures;~~

~~3. No commercial uses shall be allowed on the City Dock transient moorage float or upon the first 120 feet of the Union Wharf transient moorage float; and~~

~~4. All such commercial uses, whether on City Dock or Union Wharf, shall be approved in advance by the Executive Director.~~

Fees for such commercial use shall be established in the Port's tariff.

7.01.090 Mooring requirements and responsibilities – Repair work prohibited.

A. *Mooring Requirements/Responsibilities.* All vessels, whether commercial or recreational, when left unattended shall be securely moored in accordance with standard, safe boating practices. The Port is not responsible for providing vessel loading or off-loading equipment, does not maintain a watch over vessels during the berthing period or at any other time, and

does not provide line handlers at the dock. If vessels moored at Port facilities are not moored safely, the Harbormaster may supply lines and fittings, or replace inadequate lines or fittings in such a manner as to prevent damage or injury to Port moorage facilities or other vessels or property. The owner and operator of the vessel shall be jointly and severally liable for such service and for all lines, fittings and materials supplied. The impound procedures of Chapter [4.09](#) of these Rules, Regulations and Procedures apply when such charges are not timely paid.

B. *Repair Work Prohibited.* City Dock, ~~and~~ Union Wharf [and the Port Hadlock Pier & Float](#) are not intended to be facilities for boat repair or maintenance, and any such activities are prohibited while moored or docked at Port facilities, unless an emergency exists as determined by the Port. The owner and operator of vessels using Port facilities shall have full responsibility for all oil spills, pollution, etc., of harbor waters, and shall be liable for damages and remediation to the full extent allowed by local, state and federal law.

7.01.100 Revocation of license – Prohibition of future use of facilities.

The Harbormaster may revoke any license and/or prohibit future use of Port facilities for any of the following reasons:

- A. Failure or refusal of the owner or operator of the vessel to pay required fees;
- B. Failure or refusal of the owner or operator of the vessel to comply with the use or time restrictions of this Title [7](#);
- C. Violation of the terms of any commercial use agreement/license to use Port facilities;
- D. Providing the Port with false or misleading information; or
- E. Violation of any other provision of this Title [7](#).

In the event a license and Port use agreement is revoked, all fees and charges are nonrefundable.

7.01.110 Non-liability of Port of Port Townsend – Insurance required.

A. *Operator Responsibility/Hold Harmless.* City Dock, ~~and~~ Union Wharf [and the Port Hadlock Pier & Float](#) lie in an exposed sites where unforeseen and unexpected winds are common. ~~In particular, the southeast winds blowing across Port Townsend Bay can create a leeshore.~~ It is the sole duty of vessel operators to monitor wind, wave and tidal current conditions and to take all necessary measures to protect their vessel, to refrain from damaging other vessels, property, or ~~the wharf~~ [Port Moorage Facilities](#), and to protect their passengers, crew and any pedestrian from personal injury. Should property damage or personal injury occur, as a condition of use of the facilities, the owner and/or operator of the vessel shall save, indemnify

and hold the Port harmless from, and defend the Port against any and all claims for personal injury or property damage arising out of, or in any way connected to, use of Port facilities.

B. *Assumption of Risk.* Any person visiting or using ~~City Dock or Union Wharf~~ Port Moorage Facilities does so at his/her own risk. The Port does not assume any responsibility for loss or damage to property or personal injury within or on such Port facilities.

C. *Insurance Required.* As a condition of using Port facilities, commercial vessels must provide the Port with a certificate of insurance evidencing that they have the insurance coverage required by §7.03.020 and 7.03.030 of this Title 7. In addition, all recreational vessels (other than small recreational vessels such as dinghies and kayaks) must carry general liability insurance to protect against personal injury and property damage as a condition of using Port facilities.

7.01.120 Violations – Enforcement - Impounding of vessels.

A. *Violations – Enforcement.* The Executive Director and ~~their~~^{his} staff is authorized to enforce this Title 7 by written or verbal instructions, consistent with §1.03.040 of these Rules, Regulations and Procedures. The Executive Director may request persons violating these regulations to leave the Port moorage facilities and/or obtain the assistance of law enforcement officers to protect property, lives, or preserve the peace. The Executive Director and ~~their~~^{his} staff may interpret the reasonable intent of these regulations to carry out the purposes of the regulations.

B. *Port Authority to Move Unlawful Vessels.* Any vessel which is moored, docked, tied-up or made fast in violation of this Title 7 may be moved by the Port, or by a marine operator under contract with the Port, where necessary to protect life or property. In addition, after attempting to contact the vessel owner or operator, the Port reserves the right to move a vessel where the space occupied by the vessel has been previously reserved by a commercial passenger service vessel or a nonprofit organization. The Port assumes no liability for the moving of any vessel under this Title 7, and the owner or operator of such vessel shall be required to reimburse the Port for all associated costs, including but not limited to the amount due the marine operator, which may be recovered by the Port by any means available at law or equity.

C. *Owner/Operator Liability for Damages.* Nothing in this Title 7 shall be construed so as to release any person owning, operating or controlling any vessel or obstruction from liability for damages. The safeguards to life and property required in this Title 7 shall not be construed as relieving any person from installing and maintaining any other safeguards which may be required by law or from practicing safe and responsible boating. In addition, any person using Port moorage facilities in such a manner as to damage such facilities shall be required to pay for all damages done, which may be recovered by the Port by any means available at law or equity.

D. *Impound Authority.* In addition to other penalties provided in this Title 7, the Port shall have the right, in the event of a violation of this Title 7, or failure to pay for damages under this section or §7.01.090 to impound the vessel at the owner's or operator's expense, under the authority and procedures set forth in RCW §53.08.320, which are codified within Chapter 4.09 of these Rules, Regulations and Procedures. Appropriately located signs informing users of moorage time limits, restrictions on use and permit and/or fee requirements shall be deemed notice of warning of impoundment by violation. No liability shall attach to the Port for damage arising from moving or storage of vessels under this section.

~~7.01.130 — Contractor use.~~

~~Notwithstanding any other provision of this Title 7, the Executive Director may allow a contractor, while engaged in the construction, renovation, repair or maintenance of Union Wharf or City Dock, to use the facilities where necessary without a charge. The Executive Director may limit use of Union Wharf or City Dock during this period.~~

~~7.01.140 — Suspension of permits/reservations for emergencies or repairs.~~

~~In the event of an emergency or needed repairs of Port moorage facilities, the Port reserves the authority to suspend any reservations or use (whether commercial or recreational) of the facilities in light of the emergency or to accomplish needed repairs.~~

Chapter 7.02

CITY DOCK USE REGULATIONS

Sections:

~~7.02.010 — City Dock — General regulations.~~

~~7.02.020 — Use restrictions for City Dock.~~

~~7.02.010 — City Dock — General regulations.~~

~~City Dock has been constructed to primarily be used for moorage by transient, recreational boaters and for general recreational access to the shoreline by pedestrians. The floating dock is available for vessel use on a seasonal basis (generally the months of June into September). To ensure that the floating dock and pier are used in a manner consistent with these purposes, the following use regulations shall apply to users of City Dock:~~

~~A. *Recreational Use.* The use of City Dock by transient, recreational boaters is encouraged. Tie-up by transient, recreational vessels and by vessels owned and operated by a nonprofit corporation is subject to fees established in the Port's tariff. Except as otherwise provided in this section, such use is allowed at any time but may not exceed 72 consecutive hours, unless special permission is granted by the Harbormaster. Such use is on a first-come, first-served~~

basis. Recreational boaters are hereby put on notice that rafting up of vessels to three-deep may occur and that any rafting up is at the owner's and/or operator's own risk.

1. ~~City Dock Unloading/Loading Zone.~~ The Harbormaster may designate a portion of the floating dock exclusively for 30-minute unloading and loading between the hours of 7:00 a.m. and one-half hour after sunset of: (1) transient, recreational boat passengers at any time of the year, and/or (2) commercial passenger service vessels during the low recreational use season and shoulder months as further set forth in subsection B of this section. A person responsible for navigating such boats must remain on board while temporarily moored at City Dock.

2. ~~City Dock 72-Hour Use.~~ The Harbormaster may designate a portion of City Dock exclusively for 72-hour use by transient, recreational vessels and/or for overnight use by transient, recreational vessels.

B. ~~Commercial Passenger Service Vessel Use Prohibited.~~ City Dock may not be used by commercial passenger service vessels. Portions of Union Wharf may be used for such purpose, as further delineated in Chapter 7.03, below.

C. ~~Designations and Signage.~~ The Harbormaster shall place appropriate signs notifying commercial and recreational users of the use regulations contained in this Chapter.

7.02.020 — Use restrictions for City Dock.

A. ~~General Limitations.~~ City Dock was designed and constructed for use with certain limitations, including physical limitations such as weight, length, and draft of boats; wind restrictions; vessel tie-up limitations and requirements; tidal restrictions; and the use restrictions of the interagency committee for outdoor recreation grant funding. In all cases, the operator, as well as the owner, of the vessel assumes full responsibility for the safety and physical integrity of the vessel, its passengers, the dock, and other vessels and persons using the dock. In consideration of these limitations, the following design parameters apply:

1. ~~Dock live load is not to exceed 100 pounds per square foot.~~
2. ~~Dock is not constructed to withstand impacts greater than 500-ft. pounds.~~
3. ~~Vessels are not to be operated in a manner that creates wakes along the dock.~~
4. ~~Vessel mooring lines are to be attached to cleats and loads are to be limited to no greater than 6,400 pounds per cleat.~~
5. ~~Vessels should not be moored at the dock when on-shore wind conditions exceed 35 mph and/or swells greater than two feet.~~
6. ~~Vessels should not be winched to the dock when off-shore wind conditions exceed 35 mph.~~

~~7. This dock facility has no provisions for water, sewer, garbage, or electric power services.~~

~~B. *Responsibility of Operator.* Notwithstanding the above use restrictions, the operator of each vessel is expected to know the draft and capabilities of his or her vessel, and is entirely responsible for the safety of the vessel and the safe loading and unloading of passengers during all tides and weather conditions, at whichever section of the dock the operator chooses to reserve or use.~~

Chapter 7.03

UNION WHARF USE REGULATIONS

Sections:

[7.03.010 Union Wharf – Designations and signage.](#)

[7.03.020 Union Wharf floating dock – Permitted activities.](#)

[7.03.030 Outboard side of Union Wharf – Permitted activities.](#)

[7.03.040 Use restrictions for Union Wharf.](#)

[7.03.050 Revenue fees.](#)

7.03.010 Union Wharf – Designations and signage.

The Harbormaster shall place appropriate signs notifying commercial and recreational users of the use and payment regulations contained in this Chapter [7.03](#) for the various locations of the wharf ~~(as identified in the schematic drawings at [§7.01.040](#)).~~

7.03.020 Union Wharf floating dock – Permitted activities.

The floating dock on the northeast side of Union Wharf is available for vessel use on a seasonal basis (generally, the months of June to September). The use policies of this chapter are intended to encourage transient, recreational boat use of the floating dock during this time. When the floating dock is removed during the off-season, no docking, mooring or tie-up to the northeast side of Union Wharf is allowed. ~~The specific uses allowed at various sections of Union Wharf are as follows:~~

~~A. *Inboard Floating Dock.* The inboard side of the floating dock (Section D – see schematic drawing 1 in [§7.01.040](#)) is for exclusive use by transient, recreational, small vessels (e.g., dinghies, kayaks, rowboats, etc.) on a first-come, first-served basis, subject to fees established in the Port's tariff. Tie-up is allowed at any time; however, it shall not exceed 72 consecutive hours.~~

~~B.—Outboard Floating Dock Sections B and C—Recreational Use Only. Sections B and C of the outboard floating dock (see schematic drawing 1 in §7.01.040) are for exclusive use by transient, recreational vessels measuring 80 feet overall or less, on a first-come, first-served basis, subject to fees established in the Port’s tariff. Tie-up is allowed at any time, but shall not exceed 72 consecutive hours. Recreational boaters are hereby put on notice that rafting up of vessels to three-deep may occur and that any rafting up is at the owner’s and/or operator’s own risk. Dinghies and other similar small vessels may not use this section of the dock.~~

~~C.—Outboard Floating Dock Section A—Recreational or Commercial Passenger Service Vessel Use. Section A of the outboard floating dock (see schematic drawing 1 in §7.01.040) may be used by either transient, recreational vessels or commercial passenger service vessels measuring 40 feet overall or less.~~

~~1.—Transient, recreational use shall be on a first-come, first-served basis, subject to fees established in the Port’s tariff. Tie-up is allowed at any time, but shall not exceed 72 consecutive hours. Recreational boaters are hereby put on notice that rafting up of vessels to three-deep may occur and that any rafting up is at the owner’s and/or operator’s own risk. Dinghies and other similar small vessels may not use this section of the dock.~~

~~2.—Use of section A of the outboard floating dock by commercial passenger service vessels shall be subject to execution of a License and Port Use Agreement, as outlined in this section. Such license and Port use agreement is for loading and unloading of passengers only, and is subject to the following regulations:~~

~~a.—License and Port Use Agreement Required for Commercial Passenger Service Vessels. A commercial passenger service vessel license and use agreement may be negotiated on an annual (based on the calendar year) basis for each vessel upon payment of the fees established in the Port’s tariff. The license may be obtained from the Port finance department at any time during the year. It shall be valid through December 31st of the year granted during such time as the floating dock is available for use. The license entitles the licensee to use the designated commercial loading and unloading section of the floating dock. The license and Port use agreement shall be in a form provided by the Port and be accompanied with the required fee(s). The granting of any license under this section shall be conditioned on the applicant providing the following:~~

~~i.—A certificate of insurance evidencing that the applicant has in full force and effect a protection and indemnity insurance policy in an amount of not less than \$1,000,000 for marine and/or general liability and including pollution liability insurance, naming the Port of Port Townsend as an additional insured. The insurance requirement may be reduced to no less than \$500,000 where, at the sole discretion of the Executive Director, he or she determines that the proposed use poses a lesser liability risk.~~

ii.—Execution of an agreement to save and hold the Port of Port Townsend harmless from, and defend the Port against any and all claims for personal injury or property damage arising out of, or in any way, caused by the applicant's use of the dock or wharf.

iii.—A copy of the vessel's United States Coast Guard Certification of Documentation (if the vessel is required by law to have such certification) and current Washington State registration. Equivalent documentation shall be required of foreign vessels.

b.—*Loading and Unloading/Conditions of Use.* Use of the designated commercial section of the floating dock is limited to 30 minutes loading and unloading of passengers. Use is without reservation on a first come, first served basis. A person responsible for navigating such vessel must remain on board while temporarily moored at the floating dock. Notwithstanding the 30-minute time limit, such vessels shall depart from the loading zone as soon as their passengers are loaded or unloaded if another vessel is waiting to use the loading/unloading zone. In the event that more than one permitted vessel desires to use the commercial loading/unloading zone at the same or similar times, vessel operators are responsible for queuing up safely and considerately, and communicating with each other where necessary. Commercial vessel use shall not interfere with the reserved use of the outboard section of Union Wharf (Section E) authorized by §7.03.030.

c.—*Assignment/Transfer of Licenses.* No license issued under this section may be assigned. Upon application to the Port finance department, a license may be transferred to a different vessel under the same ownership.

d.—*Port Right to Limit Licenses.* The Port reserves the right, at the discretion of the Executive Director, to limit the number of seasonal licenses issued in order to prevent or remedy overuse of the floating dock.

7.03.030 — Outboard side of Union Wharf – Permitted activities.

A.—*Commercial and Recreational Use/License and Port Use Agreement Required.* Use of the outboard side of Union Wharf, designated as Section E (see schematic drawing 1 in §7.01.040) and the east end of the floating dock (which is capable of being used for loading and unloading of passengers of boats docked at Section E) may be used by both commercial and transient recreational vessels, subject to execution of a License and Port Use Agreement, as outlined in this section. Such license and Port use agreement is subject to the following regulations:

1.—A certificate of insurance evidencing that the applicant has in full force and effect a protection and indemnity insurance policy in an amount of not less than \$1,000,000 for marine and/or general liability and including pollution liability insurance, naming the Port as an additional insured. The insurance requirement may be reduced to no less than \$500,000 where, at the sole discretion of the Executive Director, he or she determines that the proposed use poses a lesser liability risk.

2.—Execution of an agreement to save and hold the Port of Port Townsend harmless from, and defend the Port against any and all claims for personal injury or property damage arising out of, or in any way, caused by the licensee's use of the dock or wharf.

3.—A copy of the vessel's United States Coast Guard Certification of Documentation (if the vessel is required by law to have such certification) and current Washington State registration. Equivalent documentation shall be required of foreign vessels.

B.—Commercial and Recreational Use/Reservation System. All use of the outboard side of Union Wharf, designated as Section E (see schematic drawing 1 in §7.01.040) and the east end of the floating dock (which is capable of being used for loading and unloading of passengers of boats docked at Section E) may be used by both commercial and transient recreational vessels, subject the reservation system set forth in this section.

1.—Any business, person, or organization desiring reserved use must receive advance approval from the Port at least five (5) working days in advance of the requested use date and pay the required fee, as established in the Port's tariff.

2.—The vessel operator shall specify on the license and Port use agreement form the specific day(s), time(s) and hour(s) of use requested.

3.—Reserved use of the east end of the floating dock cannot interfere with the use of Section A of the floating dock.

4.—Use is limited to vessels of 175 feet length overall with a beam no greater than 40 feet, unless approval for a larger vessel is granted by the Port. Approval of use by vessels larger than 175 feet by 40 feet, must be sought at least 30 days in advance of the date of proposed use, and the applicant must provide the Port with all pertinent information, including but not limited to the tonnage, windage, size, and loading, unloading and docking capabilities of the vessel. Any fees incurred by the Port in assessing a large vessel will be passed on to the vessel owner, and must be paid prior to granting of the license. Such approval is not a guarantee of safety, and the owner and operator remain fully responsible for the safety of the vessel, its crew and passengers, Port facilities, and other persons or vessels, and are liable for all personal injury or property damage as further set forth in this chapter.

C.—Reservations.

1.—Reservations for use of section E of Union Wharf may be made up to nine (9) months in advance of the proposed use date(s). The Executive Director may establish a reservation system and necessary forms to reserve space on the outboard section of Union Wharf.

2.—Reservations for up to 72 hours of continuous, exclusive use of Section E will be accepted on a first-come, first-served basis, contingent on paying the fee and satisfying the requirements set forth below.

~~3. Reservations for two (2) one-hour loadings and/or un-loadings at Section E will be accepted on a first-come, first-served basis, contingent on paying the fee and satisfying the requirements set forth below. This reservation entitles the permit holder to one (1) loading and one unloading of passengers within a six (6) hour period. Each loading or unloading cannot exceed one (1) hour. In order to reserve exclusive use of the wharf within the six (6) hour time period, the specific time requested must be identified on the license form. In the event that the vessel operator desires to load and unload passengers more than six (6) hours apart, two separate loading/unloading fees must be paid.~~

~~D. Fees. Fees for use of Section E of Union Wharf must be paid to the Port finance department at least five (5) days in advance of the use, consistent with the then current version of the Port's Tariff.~~

7.03.040 Use restrictions for Union Wharf.

A. *General Limitations.* Union Wharf was designed and constructed for use with certain limitations, including physical limitations such as weight, length, and draft of boats; wind restrictions; vessel tie-up limitations and requirements; tidal restrictions; and the use restrictions of the interagency committee for outdoor recreation grant funding. In all cases, the operator, as well as the owner, of the vessel assumes full responsibility for the safety and physical integrity of the vessel, its passengers, the dock, and other dock users. In consideration of these limitations, the following maximum use design parameters apply:

1. Dock live load is not to exceed 250 pounds per square foot.
2. Deck load – no greater than H 20 truck.
3. Vessels are not to be operated in a manner that creates wakes along the wharf.
4. Mooring load: 10,000 pounds in any direction. This corresponds to the line load capacity that each fender pile is capable of withstanding.
5. This facility has no provisions for water, sewer, garbage, or electric power services.

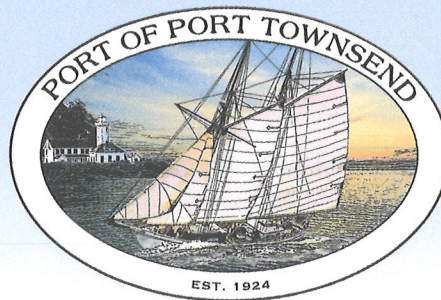
B. *Responsibility of Operator.* Notwithstanding the above use restrictions, the operator of each vessel is expected to know the draft and capabilities of the operator's vessel, and is entirely responsible for the safety of the vessel, and the safe loading and unloading of passengers during all tides and weather conditions, at whichever section of the dock the operator chooses to reserve or use. The operator is expected to monitor wind, wave and current conditions, and take all necessary actions to prevent property damage or personal injury ~~(please refer to schematic drawing 2 in §7.01.040 for approximate depths as of July 1997).~~

~~C. Use of Inboard Side (Section F). Use of the inboard side of Union Wharf (Section F on schematic drawing 1 in §7.01.040) is not permitted at any time.~~

7.03.050 — Revenue fees.

All revenues from fees collected for the commercial use of Union Wharf and City Dock moorage facilities will be used to offset operation and maintenance costs. Any excess will be deposited in a dedicated account and first used for capital repairs or replacement of such facilities. The revenues collected may not be used for operation and maintenance of other Port facilities.

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June 20, 2024

The Department of Homeland Security
2024 Port Security Grant Program

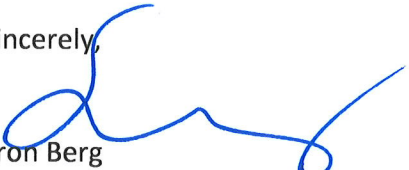
RE: Fiscal Year 2024 Port Security Grant Program – Northwest Maritime Center

The Port of Port Townsend supports the application of the Northwest Maritime Center (NWMC) to the Fiscal Year 2024 Port Security Grant Program. Equipped to serve as an Emergency Exercise/Training Center and Alternative COOP Site through a 2010 PSGP Investment, modernization and sustainment of this facility is essential to address maritime vulnerabilities in the north Puget Sound.

The Port of Port Townsend is the closest relevant MTSA regulated Port Authority within the Puget Sound Captain of the Port (COPT) Zone to this unique facility. As neighbors committed to supporting and securing our maritime heritage, the Port of Port Townsend and the NWMC work closely in community efforts. The Port recognizes and supports the importance of the NWMC facility to serve as a Unified Command Center for our governmental, regional, and community emergency responders in the event of a complex security incident. The NWMC is essential for our regional security as it provides a facility with a commanding view of the Straits of Juan de Fuca and Admiralty Straits shipping channels that are the gateway to the Puget Sound. It also provides conference rooms, workstations, breakout rooms, kitchen facilities, and conferencing/communication capabilities. As such, the NWMC provides a key piece of infrastructure in responding to threats to the commercial and passenger vessels passing through Admiralty Inlet including soft-target incidents on the Washington State Ferries, potential communication cybersecurity attacks, environmental incidents, and compromise of the Hood Canal passage.

The Port will support the necessary MOUs to formalize the role of NWMC facility in the emergency response and maritime security of the Puget Sound COPT Zone. We thank you for your review of the NWMC application.

Sincerely,



Eron Berg
Executive Director, Port of Port Townsend
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**Port of Port Townsend
Upcoming Commission Meetings Calendar (Tentative Agenda Items)**

Date/Time		Item/Topic	Location	Absent
Wed/Thurs June 26-28		WPPA Finance and Administration Seminar	AC Hotel by Marriott, Vancouver, WA	
Wed., Jul. 10 9:30 am	Workshop	Short Farm Presentation		PH
Wed., Jul. 10 1 pm	Meeting	Review and Approval of Draft 2025 Budget Schedule and Process Harbormaster Report Lease/Contract Update Q1 and Q2 - 2024 IDD Report	Pav	PH
Wed/Thurs July 22-24		WPPA Commissioners Seminar	Courtyard by Marriott- Richland	CH
Wed., Aug. 14 9:30 am	Workshop	2025 Budget – discuss potential and known issues, goals and assumptions	Pav	CH
Wed., Aug. 14 1 pm	Meeting	Year to date Financial Report Harbormaster Report Lease/Contract Update	Pav	CH
Wed., Aug. 28 5:30 pm	Meeting	Cancelled	Pav	CH
Wed., Sept. 11 9:30 am	Workshop	2025 Budget – County Assessor presents recommendations for regular property tax levy and IDD tax levy Quarter 3 Capital Improvement Project Update	Pav	
Wed., Sept. 11 1 pm	Meeting	Harbormaster Report Lease/Contract Update	Pav	
Thur., Sept. 19	Meeting	Intergovernmental Collaborative Group	Pav	

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

5:00 pm				
Thurs-Fri. Sept. 19-20		WPPA Environmental Seminar	Marcus Whitman Hotel, Walla Walla	
Wed., Sept. 25 5:30 pm	Meeting	Year to date Financial Report 1 st Draft 2024 Budget with CIP and Proposed Rates Contract Update	Pav	
Wed., Oct, 9 9:30 am	Workshop		Pav	
Wed., Oct.9 1 pm	Meeting	2nd Draft of 2025 Budget with CIP and Proposed Rates Harbormaster Report Lease/Contract Update	Pav	
Tues., Oct. 22 5:30 pm	Spec. Mtg.	Public Hearing Draft 2025 Operating & Capital Budget, Property Tax Levy and IDD tax levy Contract Update	Pav	
Thurs-Fri Oct. 24-25		WPPA Small Ports Seminar	Campbell's Resort, Lake Chelan	
Wed., Nov. 13 9:30 am	Workshop		Pav	
Wed., Nov. 13 1 pm	Meeting	2 nd Reading/Public Hearing Draft 2025 Operating and Capital Budget, rates, property tax levy and IDD levy (and associated Resolutions) Harbormaster Report Lease/Contract Update	Pav	
Wed., Nov. 21 5:00 pm	Meeting	Intergovernmental Collaborative Group	Pav	

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

Tues., Nov. 26 1 pm	Meeting	Adopt 2025 Budget (and rates, resolutions), if not adopted in previous meeting.	Pav	
Wed., Dec. 11 9:30 am	Workshop	Quarter 4 Capital Improvement Project Update	Pav	
Wed., Dec. 11	Meeting	Harbormaster Report Lease/Contract Update	Pav	
Wed/Fri, Dec 11-13		WPPA Annual Meeting	Hyatt Regency, Bellevue	