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**Commission Meeting  
1<sup>st</sup> Monthly Meeting Agenda  
Wednesday, September 11, 2024, 1:00 p.m.**

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

- I. Call to Order / Pledge of Allegiance
- II. Approval of Agenda
- III. Public Comments .....3
- IV. Consent Agenda
  - A. Approval of Workshop and Business Meeting Minutes from August 14, 2024 ..... 5-8
  - B. Approval & Ratification of Warrants ..... 9-31
  - C. Hood Canal Aviation LLC/James Piper Lease Assignment & Assumption ..... 32-38
  - D. Authorization of Amendment 2 to Mott MacDonald Boat Haven Breakwater Repair Professional Services Agreement ..... 39-58
  - E. Resolution 824-24 Vessel Auction Raggedy Ann (Nathan McDaniel) ..... 59-60
  - F. Resolution 825-24 Void Warrant ..... 61-62
  - G. Ratify a Purchase and Sale Agreement for Approximately 3.42 Acres of Vacant Land South of JCIA and Authorize the Executive Director to Execute all Necessary Closing Documents using Industrial Development District Levy Funds of \$250,000 plus Closing Costs ..... 63-71
  - H. Authorize the Port’s Executive Director to Accept the Completion of the Point Hudson Breakwater Construction Project ..... 72-78
- V. Second Reading ~ none
- VI. First Reading ~ none
- VII. Regular Business
  - A. 2024 July Year to Date Financials ..... 79-91
  - B. Harbormaster Report..... 92
  - C. Ratification of Collective Bargaining Agreement with Teamsters Local 589..... 93-117
  - D. Hangar Pad Site #6 Discussion .....118-120
  - E. Resolution 823-24 PIF Grant Application for Acquisition and Development of Proposal for Access to JCIA Light Industrial Park.....121-124
- VIII. Staff Comments
- IX. Commissioner Comments
- X. Next Meetings are:

Intergovernmental Collaborative Group Meeting on Thursday, September 19, 5 p.m.

Regular Business Meeting on Wednesday, September 25, 2024; 5:30 p.m.

XI. Executive Session

XII. Adjournment

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- Rule Amendment Title 10 JCIA ..... 126-150
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- US Army Corps of Engineers Entrance Channel and Small Boat Basin Drawings 157-160
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Accountability Audit) .....169-215
- Commission Calendar .....216-217

**From:** [Tom Thiersch](#)  
**To:** [Public Comments](#)  
**Subject:** 11 Washington ports awarded state funding for electrification projects  
**Date:** Wednesday, August 21, 2024 11:36:12 AM

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Disappointed that Port of PT didn't make this list.

<https://wsdot.wa.gov/about/news/2024/11-washington-ports-awarded-state-funding-electrification-projects>

Tom Thiersch

# 11 Washington ports awarded state funding for electrification projects

August 21, 2024

- [Janet Matkin](#), WSDOT Communications, [253-350-9516](tel:253-350-9516)

OLYMPIA – A total of \$26.5 million recently was awarded to 11 Washington ports to electrify their operations. These projects collectively plan to reduce their greenhouse gas emissions by more than 140,000 metric tons over the next 10 years.

This year's awards are a first, with the [Port Electrification Grant Program](#) created by the Legislature in 2023 and funded by [Washington's Climate Commitment Act](#). **The competitive program was open to all 75 public ports in the state.** It is part of a larger program to reduce carbon emissions in the transportation sector, identified as the largest contributor to pollution in the state.

The grants being funded this year include projects primarily focused on two types of activities:

- Constructing shore power that allows clean electrical power use while at dock rather than onboard combustion engines for ship operations.
- Installing electric vehicle chargers and purchasing electric vehicles, including drayage trucks to move cargo to and from ships at port facilities.

“We are pleased to support cleaner air quality for those who live and work near the ports,” said Jason Biggs, director of WSDOT's Rail, Freight and Ports Division. “This program helps ports switch from using fossil fuels, creates a better work environment for port staff and ensures nearby neighborhoods are healthier places to live.”

Following a competitive review process, grant awards were presented to:

- Northwest Seaport Alliance (\$2.6 million for shore power planning).
- Port of Anacortes (\$1.03 million for shore power and zero emission equipment).
- Port of Bellingham (\$2.8 million for shore power).
- Port of Benton (\$ 2.7 million for shore power).
- Port of Edmonds (\$1.5 million for shore power).

- Port of Everett (\$4.3 million for shore power, electric trucks and cleaner generators).
- Port of Friday Harbor (\$7 million for shore power and electric trucks).
- Port of Kalama (\$1.4 million for an electric boat dock).
- Port of Port Angeles (\$525,408 for shore power and electric cargo equipment).
- Port of Ridgefield (\$1.2 million for electric vehicle chargers).
- Port of Seattle (\$1 million for shore power).

## PORT COMMISSION WORKSHOP MEETING – Wednesday, August 14, 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 and Petranek with Commissioner Hasse (Excused)  
 Deputy Director Eric Toews  
 Director of Finance and Administration Connie Anderson  
 Director of Capital Projects and Port Engineer Matt Klontz  
 Harbormaster Kristian Ferrero  
 Port Recorder Joanna Sanders

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

Commissioner Hanke called the meeting to order at 9:33 a.m.

## II. 2025 BUDGET – DISCUSS POTENTIAL AND KNOWN ISSUES, GOALS AND ASSUMPTIONS (Rec. 00:00:17)

Director of Finance and Administration Connie Anderson distributed a memorandum covering operating revenues, operating expenses, equipment/vehicle purchases, and 2025 budget assumptions. She and other staff responded to questions about lower-than-expected yard activity, the consumer price index as it relates to inflation versus five-year capital project projections, Short Farm budget needs, and the shift from Sage financial system to a different web-based system.

Suggestions from the Commission for the 2025 budget were to consider applying a surcharge to credit card transactions and strive toward a net operating income goal for year-end of \$500,000. Responding to suggestions, Staff recommended careful consideration of the idea for “active work” status being tied to work with local marine trades business and responded to questions about filling short-term moorage vacancies. There was a brief explanation about the plans for using the old travel lift once the new lift is delivered.

## III. PUBLIC COMMENT (Rec. 01:13:39): There was none.

## IV. COMMISSION ROUNDTABLE (Rec. 01:10:55)

Commissioner Petranek reported on the desire to schedule Author Rick Dunn for a presentation to the Intergovernmental Collaborative Group.

Commissioner Hanke had questions about C and D dock repair/replacement. Matt Klontz noted he would be covering the Boat Haven linear dock replacement at the September workshop meeting.

## V. ADJOURNMENT (Rec. 01:14:20): The meeting adjourned at 10:44 a.m., there being no further business before the Commission.

ATTEST:

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Peter W. Hanke, President

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Pamela A. Petranek, Secretary

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Carol L. Hasse, Vice President

PORT COMMISSION REGULAR BUSINESS MEETING – Wednesday, August 14, 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 and Commissioner Hanke with Hasse excused  
Deputy Director Eric Toews  
Director of Finance and Administration Connie Anderson  
Harbormaster Kristian Ferrero  
Director of Capital Projects and Port Engineer Matt Klontz  
Lease and Contracts Administrator Sue Nelson  
Port Recorder Joanna Sanders  
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. 00:00:37)  
There were no changes.

III. PUBLIC COMMENTS – GENERAL (Rec. 00:00:45)

Steve Hampton from Admiralty Audubon (written) with questions about Short Farm public access.

Dave Skills (written) requesting for a Short Farm lease for hunting.

Inger Rankins (written) asking whether the heritage vessel program applies to Point Hudson vessels.

IV. CONSENT AGENDA (Rec. 00:01:27)

A. Approval of Regular Business Meeting Minutes of July 10, 2024

B. Approval & Ratification of Warrants

Electronic Debit in the amount of \$17,066.53 is ratified

Electronic Debit in the amount of \$47,239.99 is ratified

Warrant #068733 through #068774 in the amount of \$66,268.99

Warrant #068775 through #068810 in the amount of \$161,906.94

Warrant #068811 through #068813 and electronic payment in the total amount of \$147,345.03

Warrant #068814 through #068840 in the amount of \$60,951.76

Warrant #068841 through #068874 in the amount of \$228,571.14

Warrant #068875 through #068881 and electronic payment in the total amount of \$277,323.70

Warrant #068882 through #068927 in the amount of \$46,037.90

Warrant #068859 in the amount of \$92.99 is declared void

Electronic Debit in the amount of \$5,301.90 is ratified

Electronic Debit in the amount of \$5,130.55 is ratified

- C. Authorization to sign Amendment No. 3 to the Professional Services Agreement with Cowling and Company, LLC in the amount of \$140,000

**Unanimous approval of the Consent Agenda as written.**

V. SECOND READING - None

VI. FIRST READING - None

VII. REGULAR BUSINESS (Rec. 00:02:20)

A. June 2024 Year-to-Date Financials

Director of Finance and Administration Connie Anderson reviewed meeting handouts including consolidated financials, informational memorandum, and detailed financial report. Salaries and benefits are coming in higher than budget due to staff turnover at the beginning of the year. Operations and maintenance supplies are also coming in higher.

B. Harbormaster Report (00:13:14)

Harbormaster Kristian Ferrero presented his report of 75-ton and 300-ton haulout activity. Hudson. Haulout trends remain strong and length of stays are shorter. Referencing pages 9 and 10 of the budget detail report, some discussion ensued about potential contributing factors. At Point Hudson, nightly RV stays are also down.

C. Authorize the purchase of a new skid steer for no more than \$80,000, tax included, delivered to the Port (Rec 00:29:08)

Director of Capital Projects and Port Engineer Matt Klontz described the equipment needed for boat yard, airport, and farm maintenance.

**Unanimous approval of motion to authorize the purchase of a new skid steer for no more than \$80,000, tax included, delivered to the Port.**

VIII. STAFF COMMENTS (Rec. 00:31:37)

Deputy Director Eric Toews reported the Joint Growth Management Steering Committee has approved a slate of amendments to be forwarded to the BOCC for review and adoption. The changes update the Countywide Planning Policies to guide area jurisdiction 2024 comprehensive plans.

Director of Finance and Administration Connie Anderson commented on the new Pavilion AV equipment.

Harbormaster Kristian Ferrero announced the moorage office closure August 21 for their move to the Cupola Building. Staff are also preparing for the Wooden Boat Festival weekend.

Lease and Contracts Administrator Sue Nelson recognized the Commission's approval of the standstill agreement with the US Coast Guard. Key City Fish extended their lease, Sandy Short provided a notice to vacate the farm August 31.

Director of Capital Projects and Port Engineer Matt Klontz reported on stakeholder engagement discussions for the North Boatyard Expansion project.

Attorney Seth Woolson commented on the vast improvements in the AV quality.

IX. COMMISSIONER COMMENTS (Rec. 00:42:02)

Commissioner Petranek: reported attending the EDC Board strategic planning meeting in the Pavilion to review the public sector cabinet report. She announced the September 8 Row Row Row Your Boat event as part of Wooden Boat Festival. September 26 is the 100<sup>th</sup> Year Celebration as part of the second annual Boatyard BBQ and welcome back to the fleet. *Our Working Waterfront* featured Tucker Piontek, instructor with the Northwest School of Wooden Boatbuilding.

Commissioner Hanke reported on and expressed appreciation to staff on the successful Airport Days Event with attendance of at least 1,100 attendees. At the PIF meeting, the Board approved the EDC funding request.

X. NEXT PUBLIC WORKSHOP & REGULAR BUSINESS MEETING (Rec. 00:47:44)

Wednesday, September 11, 2024 Commission Workshop at 9:30 a.m. & Commission Business Meeting at 1:00 p.m., via Zoom and in Person

Thursday, September 19, 2024 Intergovernmental Collaborative Group Meeting at 5:00 p.m., via Zoom and in Person

XI. EXECUTIVE SESSION – None

XII. ADJOURNMENT (Rec. 00:48:13)

At 1:49 p.m., the meeting adjourned there being no further business before the Commission.

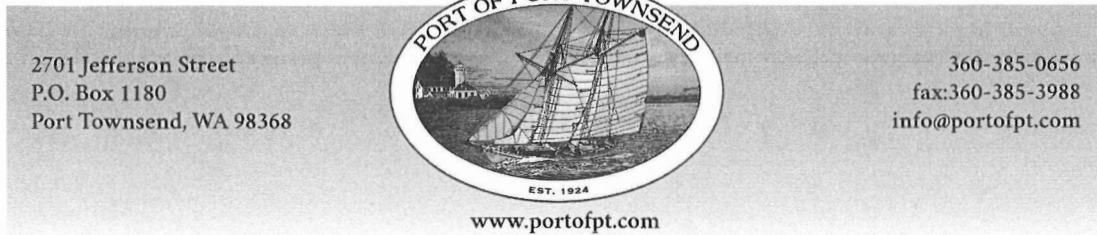
ATTEST:

\_\_\_\_\_  
Pamela A. Petranek, Secretary

\_\_\_\_\_  
Peter W. Hanke, President

\_\_\_\_\_  
Carol L. Hasse, Vice President





## WARRANT APPROVAL

We, the undersigned, as Commissioners and Auditing Officer of the Port of Port Townsend, in Jefferson County, Washington, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, and that the claims is a just, due and unpaid obligation of the Port of Port Townsend, that I am authorized to authenticate and certify to said claim and that this claim, in Warrants No 068928 - 068974 generated on August 12th, 2024 in the amount of \$894,199.84 is ratified.

Signed and Authenticated on this 11th day of September, 2024.

For: **Accounts Payable**

\_\_\_\_\_  
Commissioner Pete W. Hanke

\_\_\_\_\_  
Commissioner Carol Hasse

\_\_\_\_\_  
Commissioner Pam Petranek

\_\_\_\_\_  
Connie Anderson, Director of  
Finance and Administration

**Check Register**  
**Journal Posting Date: 8/12/2024**  
**Register Number: CD-001097**

**Port of Port Townsend (PTA)**

Bank Code: W - WARRANTS PAYABLE							
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0000068928	8/12/2024	48N010	48 North				<b>Check Entry Number: 001</b>
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			7/31/24 STATEMENT	7/31/2024	262.33	0.00	262.33
0000068931	8/12/2024	AMB001	AMB Tools & Equipment Co				<b>Check Entry Number: 001</b>
			T337570	8/5/2024	855.67	0.00	855.67
			T337572	8/5/2024	2,093.06	0.00	2,093.06
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0000068932	8/12/2024	BLU020	Blue Coast Engineering				<b>Check Entry Number: 001</b>
			1014	8/8/2024	9,454.00	0.00	9,454.00
0000068933	8/12/2024	BUS040	Jim Bush				<b>Check Entry Number: 001</b>
			REFUND 7/26/24	7/26/2024	11.50	0.00	11.50
0000068934	8/12/2024	CAR001	Carl's Building Supply				<b>Check Entry Number: 001</b>
			7/31/24 STATEMENT	7/31/2024	609.81	0.00	609.81
0000068935	8/12/2024	CED005	CED				<b>Check Entry Number: 001</b>
			5948-1057790	8/8/2024	123.26	0.00	123.26
			5948-1057795	8/8/2024	784.18	0.00	784.18
			5948-1057865	8/7/2024	44.85	0.00	44.85
			<b>Check 0000068935 Total:</b>		952.29	0.00	952.29
0000068936	8/12/2024	CEN010	Central Welding Supply				<b>Check Entry Number: 001</b>
			0002139569	8/5/2024	39.70	0.00	39.70
0000068937	8/12/2024	CIT001	City Of Port Townsend				<b>Check Entry Number: 001</b>
			7/2024 STATEMENTS	7/31/2024	13,628.68	0.00	13,628.68
0000068938	8/12/2024	CIT010	City of Port Townsend				<b>Check Entry Number: 001</b>
			SHORELINE SUB DEV PE	8/12/2024	3,620.48	0.00	3,620.48
0000068939	8/12/2024	COA050	Mott MacDonald				<b>Check Entry Number: 001</b>
			507505953	8/8/2024	2,845.09	0.00	2,845.09
0000068940	8/12/2024	COO050	Cooper Fuel				<b>Check Entry Number: 001</b>
			8/8/2024 STATEMENT	8/8/2024	2,265.26	0.00	2,265.26
0000068941	8/12/2024	COP055	Marvin Copeland				<b>Check Entry Number: 001</b>
			REFUND 7/27/24	7/27/2024	11.50	0.00	11.50
0000068942	8/12/2024	DIR070	DirecTV				<b>Check Entry Number: 001</b>
			075436554X240728	7/28/2024	432.50	0.00	432.50
0000068943	8/12/2024	DLL010	D L Logos				<b>Check Entry Number: 001</b>
			4715	8/9/2024	2,472.75	0.00	2,472.75
			4716	8/9/2024	710.44	0.00	710.44
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0000068944	8/12/2024	ECO002	EDC Team Jefferson				<b>Check Entry Number: 001</b>
			2293	7/24/2024	10,300.00	0.00	10,300.00
0000068945	8/12/2024	FER001	Ferrellgas				<b>Check Entry Number: 001</b>
			5008701432	7/25/2024	277.57	0.00	277.57
0000068946	8/12/2024	FER020	Ferguson Waterworks #3156				<b>Check Entry Number: 001</b>
			0047739	8/6/2024	15,106.91	0.00	15,106.91
0000068947	8/12/2024	FIN030	Fine Edge Nautical & Recreational Publishing				<b>Check Entry Number: 001</b>
			111699	8/7/2024	3,300.00	0.00	3,300.00
0000068948	8/12/2024	FIS020	Fish N Hole				<b>Check Entry Number: 001</b>
			5384142	8/3/2024	28.14	0.00	28.14
0000068949	8/12/2024	GIS040	Joe Giseburt				<b>Check Entry Number: 001</b>

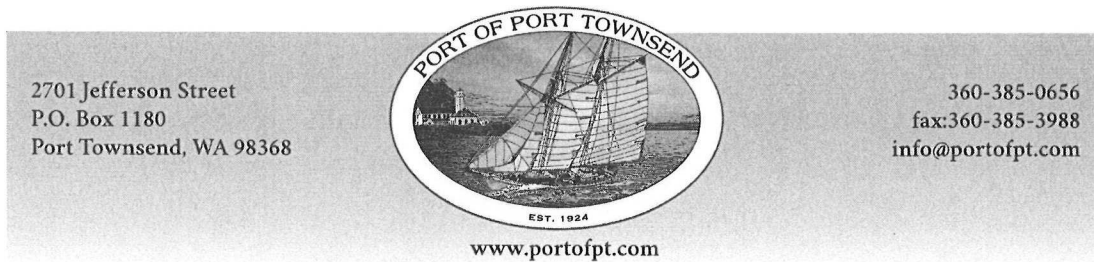
Port of Port Townsend (PTA)

Bank Code: W - WARRANTS PAYABLE							
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			REFUND 7/30/24	7/30/2024	1,275.02	0.00	1,275.02
0000068950	8/12/2024	GRE015	Greentree Communications Co				<b>Check Entry Number: 001</b>
			10644	8/1/2024	392.76	0.00	392.76
0000068951	8/12/2024	GRE030	John Green				<b>Check Entry Number: 001</b>
			8/2024 EXPENSE	8/12/2024	336.01	0.00	336.01
0000068952	8/12/2024	HOF020	Del Hoffman				<b>Check Entry Number: 001</b>
			REFUND 8/3/24	8/3/2024	72.41	0.00	72.41
0000068953	8/12/2024	JC0003	Jefferson County - Public Work				<b>Check Entry Number: 001</b>
			8/2/24 STATEMENT	8/2/2024	419.17	0.00	419.17
0000068954	8/12/2024	JOH015	Beverley Johnson				<b>Check Entry Number: 001</b>
			REFUND 8/1/24	8/1/2024	144.82	0.00	144.82
0000068955	8/12/2024	KAI0070	Stephen Kaimmer				<b>Check Entry Number: 001</b>
			REFUND 8/2/24	8/2/2024	72.16	0.00	72.16
0000068956	8/12/2024	KEN010	Kendrick Equipment				<b>Check Entry Number: 001</b>
			20240411 2ND PAYMNT	8/12/2024	706,185.00	0.00	706,185.00
0000068957	8/12/2024	KEN020	Kennedy Jenks				<b>Check Entry Number: 001</b>
			173633	8/5/2024	50,557.33	0.00	50,557.33
0000068958	8/12/2024	LEM040	Lemay Mobile Shredding				<b>Check Entry Number: 001</b>
			4850323S185	8/1/2024	17.11	0.00	17.11
0000068959	8/12/2024	MAC070	MacLeod Reckord, PLLC				<b>Check Entry Number: 001</b>
			INV-9309	8/5/2024	22,224.42	0.00	22,224.42
0000068960	8/12/2024	MAR096	Marian Roh				<b>Check Entry Number: 001</b>
			240731	8/12/2024	371.25	0.00	371.25
0000068961	8/12/2024	MER050	Merriman Municipal Consulting, LLC				<b>Check Entry Number: 001</b>
			POPT 2024-01	7/31/2024	3,800.00	0.00	3,800.00
0000068962	8/12/2024	NOR040	Northwest Maritime Center				<b>Check Entry Number: 001</b>
			106346	8/12/2024	14,200.00	0.00	14,200.00
0000068963	8/12/2024	OLY002	HD Supply Formerly Home Depot Pro				<b>Check Entry Number: 001</b>
			7/26/24 STATEMENT	7/26/2024	4,981.18	0.00	4,981.18
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			7/31/24 STATEMENT	7/31/2024	188.22	0.00	188.22
			7/31/24 STMNT	7/31/2024	39.17	0.00	39.17
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0000068965	8/12/2024	PAC004	Pacific Office Equipment Co				<b>Check Entry Number: 001</b>
			8/1/24 STATEMENT	8/1/2024	777.97	0.00	777.97
0000068966	8/12/2024	PEN060	Peninsula Pest Control, Inc				<b>Check Entry Number: 001</b>
			70154.2	7/12/2024	92.99	0.00	92.99
0000068967	8/12/2024	PIN010	Pinnacle Investigations Corp				<b>Check Entry Number: 001</b>
			94190	8/4/2024	40.50	0.00	40.50
0000068968	8/12/2024	POR005	Port Townsend Leader				<b>Check Entry Number: 001</b>
			114683	3/31/2024	1,005.55	0.00	1,005.55
			114873	4/24/2024	2,156.90	0.00	2,156.90
			115115	5/29/2024	2,325.00	0.00	2,325.00
			115576	8/1/2024	97.50	0.00	97.50
			<b>Check 0000068968 Total:</b>		5,584.95	0.00	5,584.95
0000068969	8/12/2024	SOU045	Sound Maintenance, Inc				<b>Check Entry Number: 001</b>
			1706	8/5/2024	760.31	0.00	760.31
0000068970	8/12/2024	TWI001	Spectra Laboratories - Kitsap				<b>Check Entry Number: 001</b>
			24-05659	7/19/2024	765.00	0.00	765.00
0000068971	8/12/2024	ULI040	ULINE				<b>Check Entry Number: 001</b>

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
			181189475	7/30/2024	3,998.29	0.00	3,998.29
			181199063	7/30/2024	705.63	0.00	705.63
			18119962	7/30/2024	2,704.37	0.00	2,704.37
<b>Check 000068971 Total:</b>					<u>7,408.29</u>	<u>0.00</u>	<u>7,408.29</u>
000068972	8/12/2024	VAL070	Ralph Valdez				<b>Check Entry Number: 001</b>
			REFUND 8/1/24	8/1/2024	131.20	0.00	131.20
000068973	8/12/2024	WA0009	WA St-Dept. of Licensing				<b>Check Entry Number: 001</b>
			QUERY SEARCH FUNDS	8/12/2024	25.00	0.00	25.00
000068974	8/12/2024	WOR025	Erik Workman				<b>Check Entry Number: 001</b>
			REFUND 8/1/24	8/1/2024	144.82	0.00	144.82
<b>Report Total:</b>					<u><u>894,199.84</u></u>	<u><u>0.00</u></u>	<u><u>894,199.84</u></u>



## WARRANT/ELECTRONIC PAYMENT APPROVAL

We, the undersigned, as Commissioners and Auditing Officer of the Port of Port Townsend, in Jefferson County, Washington, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, and that the claims are just, due and unpaid obligations against the Port of Port Townsend, that we are authorized to authenticate and certify to said claim and that payment of these claims, in Warrant No 068975 through No. 068977 generated on August 16, 2024 in the amount of \$5,470.83 and Electronic Payment in the amount of \$139,536.28, for a total amount of \$145,007.11 is ratified.

Signed and Authenticated on this 11th day of September, 2024.

For: **Payroll and Benefits**

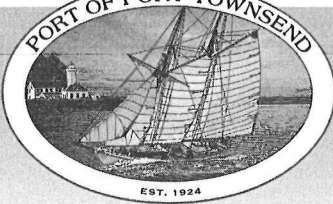
\_\_\_\_\_  
Commissioner Pete W Hanke

\_\_\_\_\_  
Commissioner Carol Hasse

\_\_\_\_\_  
Commissioner Pam Petranek

\_\_\_\_\_  
Connie Anderson, Director of  
Finance And  
Administration

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



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

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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 Warrants No 068978 - 069006 generated on August 19th, 2024 in the amount of \$445,344.70 is ratified.

Signed and Authenticated on this 11th day of September, 2024.

For: **Accounts Payable**

\_\_\_\_\_  
Commissioner Pete W. Hanke

\_\_\_\_\_  
Commissioner Carol Hasse

\_\_\_\_\_  
Commissioner Pam Petranek

\_\_\_\_\_  
Connie Anderson, Director of  
Finance and Administration

**Check Register**  
**Journal Posting Date: 8/19/2024**  
**Register Number: CD-001099**

**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
0000068978	8/19/2024	A1C050	A-1 Coupling				<b>Check Entry Number: 001</b>
			K66832-001	5/9/2024	453.45	0.00	453.45
0000068979	8/19/2024	ALL085	Alliance Technical Group, LLC				<b>Check Entry Number: 001</b>
			SEA064770	8/12/2024	93.00	0.00	93.00
			SEA064771	8/12/2024	122.00	0.00	122.00
<b>Check 0000068979 Total:</b>					215.00	0.00	215.00
0000068980	8/19/2024	BAN005	Bank of America				<b>Check Entry Number: 001</b>
			08/05/2024 STATEMENT	8/5/2024	18,290.02	0.00	18,290.02
0000068981	8/19/2024	CED005	CED				<b>Check Entry Number: 001</b>
			5948-1057755	8/8/2024	262.84	0.00	262.84
0000068982	8/19/2024	CEN030	CenturyLink				<b>Check Entry Number: 001</b>
			8/1/24 STATEMENT	8/1/2024	200.00	0.00	200.00
0000068983	8/19/2024	COR080	Corvus Crafts				<b>Check Entry Number: 001</b>
			3178	8/15/2024	182.50	0.00	182.50
0000068984	8/19/2024	CPC020	CP Communications				<b>Check Entry Number: 001</b>
			0124	8/16/2024	1,100.00	0.00	1,100.00
0000068985	8/19/2024	DLL010	D L Logos				<b>Check Entry Number: 001</b>
			4712	8/9/2024	30.99	0.00	30.99
0000068986	8/19/2024	DOU010	Double D Electric Inc.				<b>Check Entry Number: 001</b>
			I-38224	8/6/2024	433.07	0.00	433.07
0000068987	8/19/2024	END040	enduris Washington				<b>Check Entry Number: 001</b>
			D24-C10836-1	8/7/2024	498.30	0.00	498.30
			R25-318-1	7/14/2024	400,657.00	0.00	400,657.00
<b>Check 0000068987 Total:</b>					401,155.30	0.00	401,155.30
0000068988	8/19/2024	FRE001	Frederickson Electric Inc.				<b>Check Entry Number: 001</b>
			25418	7/17/2024	369.23	0.00	369.23
0000068989	8/19/2024	GAN090	Gannett Washington LocalIQ				<b>Check Entry Number: 001</b>
			0006540814	7/24/2024	248.37	0.00	248.37
0000068990	8/19/2024	GOL010	Gold Star Marine				<b>Check Entry Number: 001</b>
			6903	7/31/2024	1,059.29	0.00	1,059.29
0000068991	8/19/2024	GOO002	Good Man Sanitation				<b>Check Entry Number: 001</b>
			CRO53258	8/12/2024	2,771.28	0.00	2,771.28
0000068992	8/19/2024	GRA005	Grainger				<b>Check Entry Number: 001</b>
			9200708833	7/31/2024	321.46	0.00	321.46
0000068993	8/19/2024	HEN006	Quilcene Henery's Hardware				<b>Check Entry Number: 001</b>
			7/25/24 STATEMENT	7/25/2024	148.11	0.00	148.11
0000068994	8/19/2024	KEN010	Kendrick Equipment				<b>Check Entry Number: 001</b>
			U52031	8/1/2024	621.81	0.00	621.81
0000068995	8/19/2024	MAR031	Marine Vacuum Service, Inc.				<b>Check Entry Number: 001</b>
			83537	8/9/2024	2,425.40	0.00	2,425.40
0000068996	8/19/2024	POR020	Port Townsend Creative District				<b>Check Entry Number: 001</b>
			2024 SPONSOR	8/19/2024	500.00	0.00	500.00
0000068997	8/19/2024	PTM050	Port Townsend Muffler & Fab				<b>Check Entry Number: 001</b>
			502464	7/24/2024	144.56	0.00	144.56
0000068998	8/19/2024	PUD005	PUD #1 of Jefferson County				<b>Check Entry Number: 001</b>
			08/06/2024 STMNT	8/6/2024	95.00	0.00	95.00
			08/12/2024 STMNT	8/12/2024	52.72	0.00	52.72
			8/12/24 STATEMENT	8/12/2024	117.35	0.00	117.35
			8/5/24 STMNT	8/5/2024	20.17	0.00	20.17
			8/6/24 STATEMENT	8/6/2024	85.00	0.00	85.00

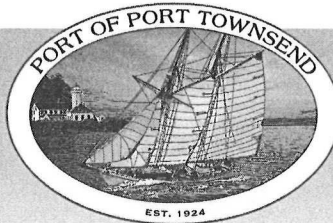
**Check Register**  
**Journal Posting Date: 8/19/2024**  
**Register Number: CD-001099**

**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
<b>Check 000068998 Total:</b>					370.24	0.00	370.24
000068999	8/19/2024	QUI001	Quill Corporation				<b>Check Entry Number: 001</b>
			39843053	7/31/2024	346.44	0.00	346.44
000069000	8/19/2024	ROD030	Rodda Paint				<b>Check Entry Number: 001</b>
			44184680	8/2/2024	42.23	0.00	42.23
000069001	8/19/2024	SOU055	Sound Publishing, Inc				<b>Check Entry Number: 001</b>
			8142954	7/31/2024	336.00	0.00	336.00
			PDN999411	8/3/2024	128.57	0.00	128.57
<b>Check 000069001 Total:</b>					464.57	0.00	464.57
000069002	8/19/2024	TAR020	Tara Dunford CPA				<b>Check Entry Number: 001</b>
			2515	8/2/2024	185.00	0.00	185.00
000069003	8/19/2024	WA0502	State of Washington				<b>Check Entry Number: 001</b>
			16100004423	8/2/2024	65.00	0.00	65.00
000069004	8/19/2024	WA1901	State of Washington				<b>Check Entry Number: 001</b>
			L162779	8/12/2024	139.10	0.00	139.10
			L162902	8/12/2024	12,738.55	0.00	12,738.55
<b>Check 000069004 Total:</b>					12,877.65	0.00	12,877.65
000069005	8/19/2024	WEB030	Kimberlie Webber				<b>Check Entry Number: 001</b>
			8/2024 EXPENSE	8/12/2024	44.50	0.00	44.50
000069006	8/19/2024	WES060	West Marine Pro				<b>Check Entry Number: 001</b>
			004392	8/8/2024	16.39	0.00	16.39
<b>Report Total:</b>					<u>445,344.70</u>	<u>0.00</u>	<u>445,344.70</u>



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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 Warrants No 069007 - 069052 generated on August 26th, 2024 in the amount of \$150,120.21 is ratified.

Signed and Authenticated on this 11th day of September,  
2024.

For: **Accounts Payable**

\_\_\_\_\_  
Commissioner Pete W. Hanke

\_\_\_\_\_  
Commissioner Carol Hasse

\_\_\_\_\_  
Commissioner Pam Petranek

\_\_\_\_\_  
Connie Anderson, Director of  
Finance and Administration

**Check Register**  
**Journal Posting Date: 8/26/2024**  
**Register Number: CD-001100**

**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
0000069007	8/26/2024	A1C050	A-1 Coupling				<b>Check Entry Number: 001</b>
			K68297-001	8/19/2024	224.77	0.00	224.77
0000069008	8/26/2024	AHB040	AHBL, Inc.				<b>Check Entry Number: 001</b>
			147141	7/31/2024	520.00	0.00	520.00
0000069009	8/26/2024	AMB001	AMB Tools & Equipment Co				<b>Check Entry Number: 001</b>
			T337676	8/15/2024	230.92	0.00	230.92
0000069010	8/26/2024	AND025	Connie Anderson				<b>Check Entry Number: 001</b>
			1ST QTR 2024 EXPENSE	8/21/2024	30.15	0.00	30.15
			2ND QTR 2024 EXPENSE	8/21/2024	14.07	0.00	14.07
<b>Check 0000069010 Total:</b>					<b>44.22</b>	<b>0.00</b>	<b>44.22</b>
0000069011	8/26/2024	BAK040	Kimberly Baker				<b>Check Entry Number: 001</b>
			REFUND 8/11/24	8/11/2024	500.00	0.00	500.00
0000069012	8/26/2024	BIE020	Bradley Biehl				<b>Check Entry Number: 001</b>
			REFUND 8/7/2024	8/7/2024	246.45	0.00	246.45
0000069013	8/26/2024	BYA050	By All Means Productions LLC				<b>Check Entry Number: 001</b>
			# 1	8/22/2024	2,000.00	0.00	2,000.00
0000069014	8/26/2024	CED005	CED				<b>Check Entry Number: 001</b>
			5948-1057791	8/14/2024	4,275.35	0.00	4,275.35
			5948-1057793	8/14/2024	267.15	0.00	267.15
			5948-1058173	8/14/2024	547.57	0.00	547.57
			5948-1058205	8/21/2024	35.01	0.00	35.01
<b>Check 0000069014 Total:</b>					<b>5,125.08</b>	<b>0.00</b>	<b>5,125.08</b>
0000069015	8/26/2024	CEN035	CenturyLink				<b>Check Entry Number: 001</b>
			8/9/24 STATEMENTS	8/9/2024	372.49	0.00	372.49
0000069016	8/26/2024	CHA020	Brian Chapman				<b>Check Entry Number: 001</b>
			REFUND 08/7/24	8/7/2024	79.80	0.00	79.80
0000069017	8/26/2024	CHM030	CSD Attorneys at Law				<b>Check Entry Number: 001</b>
			7/2024 STATEMENT	8/19/2024	2,048.00	0.00	2,048.00
0000069018	8/26/2024	CIN020	Cintas				<b>Check Entry Number: 001</b>
			5225904901	8/19/2024	265.36	0.00	265.36
0000069019	8/26/2024	CRE020	Creative Design Solutions, Inc				<b>Check Entry Number: 001</b>
			81	6/11/2024	2,755.00	0.00	2,755.00
0000069020	8/26/2024	FAG070	Tom Fagemess				<b>Check Entry Number: 001</b>
			REFUND 8/7/24	8/7/2024	289.64	0.00	289.64
0000069021	8/26/2024	FAM001	Ferguson Enterprises #3007				<b>Check Entry Number: 001</b>
			2896964	8/14/2024	54.15	0.00	54.15
0000069022	8/26/2024	FAS020	Fastenal				<b>Check Entry Number: 001</b>
			WAPOR97288	8/14/2024	190.38	0.00	190.38
			WAPOR97322	8/21/2024	381.42	0.00	381.42
<b>Check 0000069022 Total:</b>					<b>571.80</b>	<b>0.00</b>	<b>571.80</b>
0000069023	8/26/2024	FIS020	Fish N Hole				<b>Check Entry Number: 001</b>
			5384180	8/16/2024	31.86	0.00	31.86
0000069024	8/26/2024	GRA005	Grainger				<b>Check Entry Number: 001</b>
			9206622731	8/6/2024	30.68	0.00	30.68
			9208535022	8/7/2024	1,877.79	0.00	1,877.79
			9209399980	8/8/2024	40.15	0.00	40.15
			9210244308	8/8/2024	608.50	0.00	608.50
<b>Check 0000069024 Total:</b>					<b>2,557.12</b>	<b>0.00</b>	<b>2,557.12</b>
0000069025	8/26/2024	GRU20	Daniel Grunbaum				<b>Check Entry Number: 001</b>

**Check Register**  
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**Register Number: CD-001100**

**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
			REFUND 8/2/24	8/2/2024	11.50	0.00	11.50
0000069026	8/26/2024	HIG020	Highway Specialties LLC				<b>Check Entry Number: 001</b>
			0013954-IN	8/15/2024	185.47	0.00	185.47
0000069027	8/26/2024	JUS040	Justice AV Solutions				<b>Check Entry Number: 001</b>
			INV-529495	8/15/2024	52,713.28	0.00	52,713.28
0000069028	8/26/2024	KEN020	Kennedy Jenks				<b>Check Entry Number: 001</b>
			173717	8/7/2024	38,610.15	0.00	38,610.15
0000069029	8/26/2024	LAN001	Landau Associates				<b>Check Entry Number: 001</b>
			59275	8/14/2024	151.25	0.00	151.25
0000069030	8/26/2024	LAN060	Pete Langley				<b>Check Entry Number: 001</b>
			8/16/24 BILL OF SALE	8/16/2024	3,000.00	0.00	3,000.00
0000069031	8/26/2024	NOR099	Northwest Towing & Recovery LLC				<b>Check Entry Number: 001</b>
			24-0809-1011	8/9/2024	411.14	0.00	411.14
			24-0812-1021	8/12/2024	176.14	0.00	176.14
			<b>Check 0000069031 Total:</b>		<b>587.28</b>	<b>0.00</b>	<b>587.28</b>
0000069032	8/26/2024	O'RE030	O'Reilly Auto Parts				<b>Check Entry Number: 001</b>
			3939-218897	8/15/2024	257.76	0.00	257.76
			3939-218945	8/15/2024	32.24	0.00	32.24
			<b>Check 0000069032 Total:</b>		<b>290.00</b>	<b>0.00</b>	<b>290.00</b>
0000069033	8/26/2024	OLY001	Olympic Equipment Rentals Inc				<b>Check Entry Number: 001</b>
			2408-024053	8/21/2024	32.17	0.00	32.17
0000069034	8/26/2024	PEA010	Andrew Peasley				<b>Check Entry Number: 001</b>
			REFUND 8/13/24	8/13/2024	47.87	0.00	47.87
0000069035	8/26/2024	PER030	Zachary Perry				<b>Check Entry Number: 001</b>
			REFUND 8/12/24	8/12/2024	65.60	0.00	65.60
0000069036	8/26/2024	PET020	Peters Marine Services				<b>Check Entry Number: 001</b>
			551003	8/14/2024	131.04	0.00	131.04
0000069037	8/26/2024	PET025	Petrick Lock & Safe				<b>Check Entry Number: 001</b>
			22267	8/20/2024	1,700.31	0.00	1,700.31
0000069038	8/26/2024	PRI001	The Printery				<b>Check Entry Number: 001</b>
			240334	7/31/2024	2,067.77	0.00	2,067.77
0000069039	8/26/2024	PUD005	PUD #1 of Jefferson County				<b>Check Entry Number: 001</b>
			8/12/2024 STATEMENT	8/12/2024	10,432.63	0.00	10,432.63
0000069040	8/26/2024	REI002	Reid Middleton Co				<b>Check Entry Number: 001</b>
			2408030	8/16/2024	540.00	0.00	540.00
0000069041	8/26/2024	ROS050	Rosario Straits Group Inc				<b>Check Entry Number: 001</b>
			2023 CLAIM	8/26/2024	2,583.91	0.00	2,583.91
0000069042	8/26/2024	SAF001	Safeway, Inc.				<b>Check Entry Number: 001</b>
			8/21/2024 STATEMENT	8/21/2024	3,036.00	0.00	3,036.00
0000069043	8/26/2024	SEC010	Security Services				<b>Check Entry Number: 001</b>
			137288	8/1/2024	202.30	0.00	202.30
0000069044	8/26/2024	SON050	Sonsray Machinery LLC				<b>Check Entry Number: 001</b>
			PSO145315-1	8/14/2024	449.54	0.00	449.54
0000069045	8/26/2024	SUN020	Sunrise Coffee				<b>Check Entry Number: 001</b>
			20240966	8/20/2024	49.25	0.00	49.25
0000069046	8/26/2024	ULI040	ULINE				<b>Check Entry Number: 001</b>
			181407908	8/5/2024	6,340.28	0.00	6,340.28
			181833869	8/14/2024	2,522.26	0.00	2,522.26
			181833870	8/14/2024	590.76	0.00	590.76
			181911932	8/15/2024	4,958.45	0.00	4,958.45

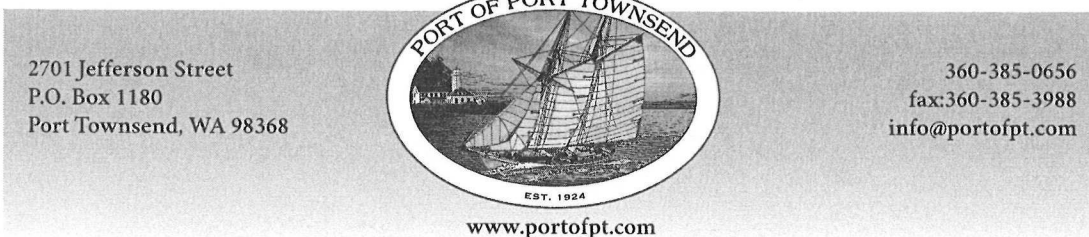
**Port of Port Townsend (PTA)**

Bank Code: W - WARRANTS PAYABLE							
Check Number	Check Date	Vendor	Invoice Number	Invoice Date	Invoice Amount	Discount Applied	Payment Amount
			181913364	8/15/2024	167.97-	0.00	167.97-
<b>Check 0000069046 Total:</b>					14,243.78	0.00	14,243.78
0000069047	8/26/2024	WAT065	Kevin Watters				<b>Check Entry Number: 001</b>
			REFUND 8/13/24	8/13/2024	301.14	0.00	301.14
0000069048	8/26/2024	WES020	Westside Marine				<b>Check Entry Number: 001</b>
			0127837	8/15/2024	21.81	0.00	21.81
0000069049	8/26/2024	WES025	Dale West				<b>Check Entry Number: 001</b>
			REFUND 08/06/24	8/6/2024	82.46	0.00	82.46
0000069050	8/26/2024	WES060	West Marine Pro				<b>Check Entry Number: 001</b>
			004645	8/13/2024	60.22	0.00	60.22
			004722	8/15/2024	94.57	0.00	94.57
			004926	8/20/2024	65.77	0.00	65.77
<b>Check 0000069050 Total:</b>					220.56	0.00	220.56
0000069051	8/26/2024	WIS040	Nancy Wistrom				<b>Check Entry Number: 001</b>
			REFUND 8/13/24	8/13/2024	72.41	0.00	72.41
0000069052	8/26/2024	YOU035	Douglas Young				<b>Check Entry Number: 001</b>
			REFUND 8/15/24	8/15/2024	374.07	0.00	374.07
<b>Report Total:</b>					<u>150,120.21</u>	<u>0.00</u>	<u>150,120.21</u>

**Check Register**  
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Check Number	Check Date	Vendor	Invoice Number	Invoice Date	Invoice Amount	Discount Applied	Payment Amount
0000069007	8/26/2024	A1C050	A-1 Coupling K68297-001	8/19/2024	224.77	0.00	224.77
							<b>Check Entry Number: 001</b>
0000069008	8/26/2024	AHB040	AHBL, Inc. 147141	7/31/2024	520.00	0.00	520.00
							<b>Check Entry Number: 001</b>
0000069009	8/26/2024	AMB001	AMB Tools & Equipment Co T337676	8/15/2024	230.92	0.00	230.92
							<b>Check Entry Number: 001</b>
0000069010	8/26/2024	AND025	Connie Anderson 1ST QTR 2024 EXPENSE 2ND QTR 2024 EXPENSE	8/21/2024 8/21/2024	30.15 14.07	0.00 0.00	30.15 14.07
<b>Check 0000069010 Total:</b>					<b>44.22</b>	<b>0.00</b>	<b>44.22</b>
0000069011	8/26/2024	BAK040	Kimberly Baker REFUND 8/11/24	8/11/2024	500.00	0.00	500.00
							<b>Check Entry Number: 001</b>
0000069012	8/26/2024	BIE020	Bradley Biehl REFUND 8/7/2024	8/7/2024	246.45	0.00	246.45
							<b>Check Entry Number: 001</b>
0000069013	8/26/2024	BYA050	By All Means Productions LLC # 1	8/22/2024	2,000.00	0.00	2,000.00
							<b>Check Entry Number: 001</b>
0000069014	8/26/2024	CED005	CED 5948-1057791 5948-1057793 5948-1058173 5948-1058205	8/14/2024 8/14/2024 8/14/2024 8/21/2024	4,275.35 267.15 547.57 35.01	0.00 0.00 0.00 0.00	4,275.35 267.15 547.57 35.01
<b>Check 0000069014 Total:</b>					<b>5,125.08</b>	<b>0.00</b>	<b>5,125.08</b>
0000069015	8/26/2024	CEN035	CenturyLink 8/9/24 STATEMENTS	8/9/2024	372.49	0.00	372.49
							<b>Check Entry Number: 001</b>
0000069016	8/26/2024	CHA020	Brian Chapman REFUND 08/7/24	8/7/2024	79.80	0.00	79.80
							<b>Check Entry Number: 001</b>
0000069017	8/26/2024	CHM030	CSD Attorneys at Law 7/2024 STATEMENT	8/19/2024	2,048.00	0.00	2,048.00
							<b>Check Entry Number: 001</b>
0000069018	8/26/2024	CIN020	Cintas 5225904901	8/19/2024	265.36	0.00	265.36
							<b>Check Entry Number: 001</b>
0000069019	8/26/2024	CRE020	Creative Design Solutions, Inc 81	6/11/2024	2,755.00	0.00	2,755.00
							<b>Check Entry Number: 001</b>
0000069020	8/26/2024	FAG070	Tom Fagerness REFUND 8/7/24	8/7/2024	289.64	0.00	289.64
							<b>Check Entry Number: 001</b>
0000069021	8/26/2024	FAM001	Ferguson Enterprises #3007 2896964	8/14/2024	54.15	0.00	54.15
							<b>Check Entry Number: 001</b>
0000069022	8/26/2024	FAS020	Fastenal WAPOR97288 WAPOR97322	8/14/2024 8/21/2024	190.38 381.42	0.00 0.00	190.38 381.42
<b>Check 0000069022 Total:</b>					<b>571.80</b>	<b>0.00</b>	<b>571.80</b>
0000069023	8/26/2024	FIS020	Fish N Hole 5384180	8/16/2024	31.86	0.00	31.86
							<b>Check Entry Number: 001</b>
0000069024	8/26/2024	GRA005	Grainger 9206622731 9208535022 9209399980 9210244308	8/6/2024 8/7/2024 8/8/2024 8/8/2024	30.68 1,877.79 40.15 608.50	0.00 0.00 0.00 0.00	30.68 1,877.79 40.15 608.50
<b>Check 0000069024 Total:</b>					<b>2,557.12</b>	<b>0.00</b>	<b>2,557.12</b>
0000069025	8/26/2024	GRU20	Daniel Grunbaum				
							<b>Check Entry Number: 001</b>



**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 069053 through No. 069056 generated on September 3, 2024 in the amount of \$35,330.55 and Electronic Payment in the amount of \$229,747.38, for a total amount of \$265,077.93 is **ratified.**

**Signed and Authenticated** on this 11th day of September, 2024.

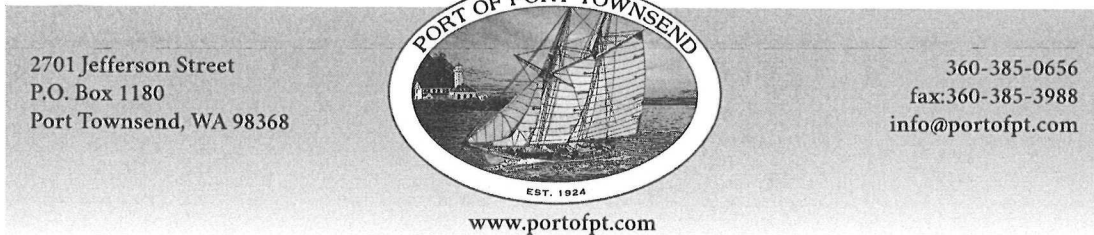
For: **Payroll and Benefits**

\_\_\_\_\_  
Commissioner Pete W Hanke

\_\_\_\_\_  
Commissioner Carol Hasse

\_\_\_\_\_  
Commissioner Pam Petranek

\_\_\_\_\_  
Connie Anderson, Director of  
Finance And  
Administration



**ELECTRONIC DEBIT – Kitsap Bank**

We, the undersigned, as Commissioners and Auditing Officer of the Port of Port Townsend, in Jefferson County, Washington, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein and that the claim is a just, due and unpaid obligation of the Port of Port Townsend, that we are authorized to authenticate and certify said claim, and that the Electronic Debit from the Port Checking Account held at Kitsap Bank is approved for payment in the amount of **\$19,899.57 is ratified.**

**Signed and Authenticated** on this **11th** day of **September**, **2024**.

For: Washington State, Department of Revenue  
Combined Excise Tax Return – for ***July, 2024*** in the amount of ***\$19,899.57***

\_\_\_\_\_  
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 **0-041-989-013**

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

<b>Filing Date</b>	August 14, 2024
<b>Account ID</b>	161-000-044
<b>Primary Name</b>	BOAT HAVEN FUEL DOCK
<b>Payment Method</b>	Bank Account (ACH Debit)
<b>Payment Effective</b>	August 15, 2024
<b>Total Tax</b>	19,899.57
<b>Total Due</b>	19,899.57



## Combined Excise Tax Return

BOAT HAVEN FUEL DOCK  
 161-000-044

**Filing Period:** July 31, 2024

**Due Date:** August 26, 2024

**Filing Frequency:** Monthly

### Business & Occupation

Tax Classification	Gross Amount	Deductions	Taxable Amount	Tax Rate	Tax Due
Retailing	147,101.71	0.00	147,101.71	0.004710	692.85
Service and Other Activities (\$1 million or greater in prior year)	196,826.81	0.00	196,826.81	0.017500	3,444.47
<b>Total Business &amp; Occupation</b>					<b>4,137.32</b>

### State Sales and Use

Tax Classification	Gross Amount	Deductions	Taxable Amount	Tax Rate	Tax Due
Retail Sales	147,101.71	0.00	147,101.71	0.065000	9,561.61
Use Tax	68.95	0.00	68.95	0.065000	4.48
<b>Total State Sales and Use</b>					<b>9,566.09</b>

### Public Utility Tax

Tax Classification	Gross Amount	Deductions	Taxable Amount	Tax Rate	Tax Due
Other Public Service Business	7,152.70	0.00	7,152.70	0.019260	137.76
Water Distribution	1,127.21	0.00	1,127.21	0.050290	56.69
<b>Total Public Utility Tax</b>					<b>194.45</b>

### Deductions

Tax Classification	Deduction	Amount
<b>Business &amp; Occupation</b>		
Retailing	Motor Vehicle Fuel Tax	0.00
<b>State Sales and Use</b>		
Retail Sales	Motor Vehicle Fuel Sales	0.00

### Local City and/or County Sales Tax

Location	Taxable Amount	Tax Rate	Tax Due
1601 - PORT TOWNSEND	147,101.71	0.029000	4,265.95

### Submission

**Confirmation #:** 0-041-989-013  
**Prepared By:** Donna Frary  
**Phone Number:** (360) 379-5217  
**Email Address:** donna@portofpt.com  
**Submitted Date:** Aug-14-2024

### Payment

**Amount Due:** \$19,899.57  
**Amount Paid:** \$19,899.57  
**Effective Date:** Aug-15-2024  
**Method:** Bank Account (ACH Debit)

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

Location	Taxable Amount	Tax Rate	Tax Due
1601 - PORT TOWNSEND	68.95	0.029000	2.00
<b>Total Local City and/or County Use Tax/Deferred Sales Tax</b>			<b>2.00</b>

**Transient Rental Income**

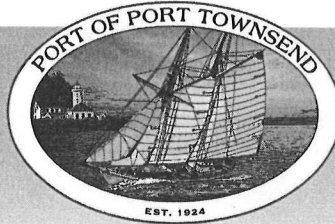
Location	Income	
1601 - PORT TOWNSEND	86,687.95	
<b>Total Transient Rental Income</b>		<b>86,687.95</b>

**Special Hotel/Motel**

Location	Taxable Amount	Tax Rate	Tax Due
1601 - PORT TOWNSEND	86,687.95	0.020000	1,733.76
<b>Total Special Hotel/Motel</b>			<b>1,733.76</b>

<b>Total Tax</b>	<b>19,899.57</b>
<b>Subtotal</b>	<b>19,899.57</b>
<b>Total Amount Owed</b>	<b>19,899.57</b>

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



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

www.portofpt.com

## WARRANT APPROVAL

We, the undersigned, as Commissioners and Auditing Officer of the Port of Port Townsend, in Jefferson County, Washington, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, and that the claims is a just, due and unpaid obligation of the Port of Port Townsend, that I am authorized to authenticate and certify to said claim and that this claim, in Warrants No 069057 – 069111 generated on September 5th, 2024 in the amount of \$146,400.74 is ratified.

Signed and Authenticated on this 11th day of September,  
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
0000069057	9/5/2024	48N010	48 North				<b>Check Entry Number: 001</b>
			106473	9/5/2024	1,775.00	0.00	1,775.00
0000069058	9/5/2024	A+E001	A+ Equipment Rentals, Inc				<b>Check Entry Number: 001</b>
			100936-1	8/28/2024	168.89	0.00	168.89
0000069059	9/5/2024	ADL050	Ironclad Environmental				<b>Check Entry Number: 001</b>
			207985-0016	8/23/2024	2,140.10	0.00	2,140.10
0000069060	9/5/2024	AMB001	AMB Tools & Equipment Co				<b>Check Entry Number: 001</b>
			T337804	8/29/2024	3,427.02	0.00	3,427.02
0000069061	9/5/2024	ARR010	Arrow Lumber Port Townsend				<b>Check Entry Number: 001</b>
			8/28/24 STATEMENT	8/28/2024	1,935.86	0.00	1,935.86
0000069062	9/5/2024	BER010	William Beminger				<b>Check Entry Number: 001</b>
			8/2024 EXPENSE	8/30/2024	50.92	0.00	50.92
0000069063	9/5/2024	BER045	Eron Berg				<b>Check Entry Number: 001</b>
			8/2024 EXPENSE	9/3/2024	185.98	0.00	185.98
0000069064	9/5/2024	BOL060	James Bolstrom				<b>Check Entry Number: 001</b>
			REFUND 8/26/2024	8/26/2024	13.08	0.00	13.08
0000069065	9/5/2024	CED005	CED				<b>Check Entry Number: 001</b>
			5948-1058705	8/28/2024	702.35	0.00	702.35
0000069066	9/5/2024	CEN010	Central Welding Supply				<b>Check Entry Number: 001</b>
			0002150060	8/20/2024	74.12	0.00	74.12
0000069067	9/5/2024	COO040	Jill Cooke				<b>Check Entry Number: 001</b>
			REFUND 8/22/2024	8/22/2024	991.85	0.00	991.85
0000069068	9/5/2024	DAV040	Eric Davis				<b>Check Entry Number: 001</b>
			REFUND 8/1/24	8/1/2024	262.40	0.00	262.40
0000069069	9/5/2024	DEL065	Patrick Delaney				<b>Check Entry Number: 001</b>
			REFUND 8/2/2024	8/24/2024	72.41	0.00	72.41
0000069070	9/5/2024	ECO040	EcoLube Recovery LLC				<b>Check Entry Number: 001</b>
			13519082124	8/22/2024	89.00	0.00	89.00
0000069071	9/5/2024	END040	enduris Washington				<b>Check Entry Number: 001</b>
			R25-318-2	9/3/2024	821.00	0.00	821.00
0000069072	9/5/2024	FAM001	Ferguson Enterprises #3007				<b>Check Entry Number: 001</b>
			2913812	8/20/2024	59.57	0.00	59.57
0000069073	9/5/2024	FAR080	Farwest Steel Corporation				<b>Check Entry Number: 001</b>
			2133960	8/26/2024	711.01	0.00	711.01
0000069074	9/5/2024	FAS020	Fastenal				<b>Check Entry Number: 001</b>
			WAPOR97358	8/27/2024	263.83	0.00	263.83
0000069075	9/5/2024	FIS020	Fish N Hole				<b>Check Entry Number: 001</b>
			5384151	8/24/2024	33.04	0.00	33.04
			5384174	8/22/2024	24.19	0.00	24.19
			<b>Check 0000069075 Total:</b>		57.23	0.00	57.23
0000069076	9/5/2024	FRE055	Michael French				<b>Check Entry Number: 001</b>
			REFUND 08/20/2024	8/20/2024	196.80	0.00	196.80
0000069077	9/5/2024	GRA015	Grant Steel Buildings and				<b>Check Entry Number: 001</b>
			428	9/3/2024	9,139.25	0.00	9,139.25
0000069078	9/5/2024	GUA080	Guardian Security Systems, Inc.				<b>Check Entry Number: 001</b>
			1527227	9/1/2024	185.36	0.00	185.36
			1527228	9/1/2024	114.56	0.00	114.56
			1527229	9/1/2024	278.98	0.00	278.98
			1527230	9/1/2024	1,077.60	0.00	1,077.60
			1527231	9/1/2024	204.80	0.00	204.80

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
<b>Check 0000069078 Total:</b>					1,861.30	0.00	1,861.30
0000069079	9/5/2024	HAR008	Harbor Saw & Supply, Inc.				<b>Check Entry Number: 001</b>
			812147	8/22/2024	2,261.98	0.00	2,261.98
0000069080	9/5/2024	HEN002	Henery Hardware				<b>Check Entry Number: 001</b>
			763630017	8/8/2024	5.46	0.00	5.46
			778511	7/16/2024	24.86	0.00	24.86
			779207	7/29/2024	35.73	0.00	35.73
			779249	7/29/2024	19.67	0.00	19.67
			779284	7/30/2024	20.52	0.00	20.52
			779326	7/30/2024	22.94	0.00	22.94
			779338	7/30/2024	25.46	0.00	25.46
			779340	7/30/2024	11.59	0.00	11.59
			779360	7/31/2024	65.62	0.00	65.62
			779373	7/31/2024	18.35	0.00	18.35
			779375	7/31/2024	109.39	0.00	109.39
			779383	7/31/2024	27.65	0.00	27.65
			779405	7/31/2024	32.27	0.00	32.27
			779406	7/31/2024	30.99	0.00	30.99
			779416	7/31/2024	36.07	0.00	36.07
			779444	8/1/2024	20.78	0.00	20.78
			779479	8/1/2024	42.59	0.00	42.59
			779509	8/2/2024	138.89	0.00	138.89
			779523	8/2/2024	12.23	0.00	12.23
			779524	8/2/2024	20.32	0.00	20.32
			779665	8/6/2024	19.23	0.00	19.23
			779734	8/8/2024	4.96	0.00	4.96
			779767	8/7/2024	48.60	0.00	48.60
			779804	8/8/2024	136.28	0.00	136.28
			779805	8/8/2024	17.04	0.00	17.04
			779810	8/8/2024	104.06	0.00	104.06
			779836	8/8/2024	85.50	0.00	85.50
			779862	8/8/2024	26.25	0.00	26.25
			779868	8/8/2024	12.67	0.00	12.67
			779886	8/9/2024	24.06	0.00	24.06
			779887	8/9/2024	21.39	0.00	21.39
			780007	8/12/2024	4.11	0.00	4.11
			780050	8/12/2024	45.03	0.00	45.03
			780058	8/12/2024	115.11	0.00	115.11
			780060	8/12/2024	48.07	0.00	48.07
			780084	8/13/2024	9.81	0.00	9.81
			780087	8/13/2024	34.99	0.00	34.99
			780121	8/13/2024	85.91	0.00	85.91
			780240	8/15/2024	15.31	0.00	15.31
			780242	8/15/2024	27.34	0.00	27.34
			780247	8/15/2024	34.94	0.00	34.94
			780248	8/15/2024	94.15	0.00	94.15
			780257	8/15/2024	14.21	0.00	14.21
			780258	8/15/2024	7.43	0.00	7.43
			780285	8/15/2024	13.11	0.00	13.11
			780287	8/15/2024	33.89	0.00	33.89

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
			780295	8/15/2024	22.06	0.00	22.06
			780335	8/16/2024	108.62	0.00	108.62
			780448	8/19/2024	17.48	0.00	17.48
			780466	8/19/2024	49.19	0.00	49.19
			780474	8/19/2024	86.40	0.00	86.40
			780488	8/20/2024	48.11	0.00	48.11
			780532	8/20/2024	46.98	0.00	46.98
			780568	8/21/2024	78.75	0.00	78.75
			780579	8/21/2024	19.21	0.00	19.21
			780646	8/22/2024	27.12	0.00	27.12
			780668	8/22/2024	4.99	0.00	4.99
			<b>Check 000069080 Total:</b>		2,313.74	0.00	2,313.74
000069081	9/5/2024	HEN004	Port Townsend Garden Center				<b>Check Entry Number: 001</b>
			227514 + CREDIT	8/26/2024	1,332.97	0.00	1,332.97
000069082	9/5/2024	HEN007	Henery Hardware & Building Supply				<b>Check Entry Number: 001</b>
			8/25/24 STATEMENT	8/25/2024	844.19	0.00	844.19
000069083	9/5/2024	HIG020	Highway Specialties LLC				<b>Check Entry Number: 001</b>
			0014121-IN	8/26/2024	384.03	0.00	384.03
000069084	9/5/2024	INS070	Insight Strategic Partners LLC				<b>Check Entry Number: 001</b>
			5667	8/31/2024	6,250.00	0.00	6,250.00
000069085	9/5/2024	JC1002	Jefferson County Department of				<b>Check Entry Number: 001</b>
			INV-00004806	8/27/2024	1,248.03	0.00	1,248.03
000069086	9/5/2024	MUR002	Murrey's Disposal Co. Inc.				<b>Check Entry Number: 001</b>
			9/1/24 STATEMENTS	9/1/2024	11,669.12	0.00	11,669.12
000069087	9/5/2024	OLY001	Olympic Equipment Rentals Inc				<b>Check Entry Number: 001</b>
			2408-024522	8/26/2024	120.00	0.00	120.00
			2408-024568	8/26/2024	17.43	0.00	17.43
			2408-024922	8/29/2024	17.43	0.00	17.43
			2408-025027	8/30/2024	70.92	0.00	70.92
			<b>Check 000069087 Total:</b>		225.78	0.00	225.78
000069088	9/5/2024	OLY002	HD Supply Formerly Home Depot Pro				<b>Check Entry Number: 001</b>
			818501017	8/5/2024	119.29	0.00	119.29
			819034752	8/7/2024	1,289.04	0.00	1,289.04
			820038784	8/13/2024	120.14	0.00	120.14
			820301133	8/14/2024	979.13	0.00	979.13
			820301141	8/14/2024	777.57	0.00	777.57
			<b>Check 000069088 Total:</b>		3,285.17	0.00	3,285.17
000069089	9/5/2024	PAC045	Pacific JCB				<b>Check Entry Number: 001</b>
			SI170365	8/26/2024	78,549.20	0.00	78,549.20
			SI70366	8/26/2024	5,251.20	0.00	5,251.20
			<b>Check 000069089 Total:</b>		83,800.40	0.00	83,800.40
000069090	9/5/2024	PAY020	W Barreett Payne				<b>Check Entry Number: 001</b>
			REFUND 8/27/24	8/24/2024	22.00	0.00	22.00
000069091	9/5/2024	PEN060	Peninsula Pest Control, Inc				<b>Check Entry Number: 001</b>
			70551	8/26/2024	82.05	0.00	82.05
000069092	9/5/2024	PET065	Pam Petranek				<b>Check Entry Number: 001</b>
			8/2024 EXPENSE	9/5/2024	54.94	0.00	54.94
000069093	9/5/2024	PIN010	Pinnacle Investigations Corp				<b>Check Entry Number: 001</b>
			94610	8/25/2024	113.98	0.00	113.98

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
0000069094	9/5/2024	PIT000	Pitney Bowes Inc.				<b>Check Entry Number: 001</b>
			3319575373	8/30/2024	525.85	0.00	525.85
0000069095	9/5/2024	POR065	Port of Port Townsend				<b>Check Entry Number: 001</b>
			REFUND J NICHOLS	8/26/2024	288.46	0.00	288.46
0000069096	9/5/2024	PUD005	PUD #1 of Jefferson County				<b>Check Entry Number: 001</b>
			8/19/24 STMNT	8/19/2024	49.61	0.00	49.61
			8/26/24 STATEMENTS	8/26/2024	353.75	0.00	353.75
			8/26/24 STMNT	8/26/2024	550.00	0.00	550.00
			<b>Check 0000069096 Total:</b>		953.36	0.00	953.36
0000069097	9/5/2024	QUI001	Quill Corporation				<b>Check Entry Number: 001</b>
			40005253	8/12/2024	61.82	0.00	61.82
			40010978	8/12/2024	55.78	0.00	55.78
			40011012	8/12/2024	89.80	0.00	89.80
			40011874	8/12/2024	31.62	0.00	31.62
			<b>Check 0000069097 Total:</b>		239.02	0.00	239.02
0000069098	9/5/2024	REA040	Gary Read				<b>Check Entry Number: 001</b>
			REFUND 8/21/24	8/21/2024	362.05	0.00	362.05
0000069099	9/5/2024	RIC020	Craig Richardson				<b>Check Entry Number: 001</b>
			REFUND 8/20/24	8/20/2024	131.20	0.00	131.20
0000069100	9/5/2024	SEA055	Seattle Pump and Equipment Co.				<b>Check Entry Number: 001</b>
			003054	8/28/2024	657.58	0.00	657.58
0000069101	9/5/2024	SHO010	Shold Excavating Inc				<b>Check Entry Number: 001</b>
			82760	8/27/2024	440.88	0.00	440.88
0000069102	9/5/2024	SNE020	S-Net Communications				<b>Check Entry Number: 001</b>
			231823	9/3/2024	604.98	0.00	604.98
0000069103	9/5/2024	SPA070	Chris Sparks				<b>Check Entry Number: 001</b>
			8/2024 EXPENSE	8/29/2024	317.84	0.00	317.84
0000069104	9/5/2024	THO070	Steven Thompson				<b>Check Entry Number: 001</b>
			REFUND 8/26/2024	8/26/2024	152.23	0.00	152.23
0000069105	9/5/2024	VEN070	VenTek International				<b>Check Entry Number: 001</b>
			145761	9/1/2024	426.66	0.00	426.66
0000069106	9/5/2024	VER001	Verizon Wireless, Bellevue				<b>Check Entry Number: 001</b>
			9971555589	8/15/2024	636.93	0.00	636.93
0000069107	9/5/2024	WAR010	Anthony Warren				<b>Check Entry Number: 001</b>
			REFUND 8/21/24	8/21/2024	65.60	0.00	65.60
0000069108	9/5/2024	WAV040	Wave Broadband				<b>Check Entry Number: 001</b>
			043328901-0011008	8/26/2024	120.82	0.00	120.82
0000069109	9/5/2024	WEB030	Kimberlie Webber				<b>Check Entry Number: 001</b>
			REIMBURSTMENT	8/27/2024	277.11	0.00	277.11
0000069110	9/5/2024	WES006	Westbay Auto Parts, Inc.				<b>Check Entry Number: 001</b>
			8/25/24 STATEMENT	8/25/2024	1,277.59	0.00	1,277.59
0000069111	9/5/2024	WES060	West Marine Pro				<b>Check Entry Number: 001</b>
			005248	8/26/2024	13.92	0.00	13.92
			005360	8/29/2024	21.31	0.00	21.31
			<b>Check 0000069111 Total:</b>		35.23	0.00	35.23
			<b>Report Total:</b>		146,400.74	0.00	146,400.74

# PORT OF PORT TOWNSEND

## AGENDA COVER SHEET

<b>MEETING DATE</b>	September 11, 2024
<b>AGENDA ITEM</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> 1 <sup>st</sup> Reading <input type="checkbox"/> 2 <sup>nd</sup> Reading <input type="checkbox"/> Regular Business <input type="checkbox"/> Informational
<b>AGENDA TITLE</b>	IV. C. Lease Assignment & Assumption – Hood Canal Aviation, LLC to James E. Piper
<b>STAFF LEAD</b>	Eric Toews, Deputy Director
<b>REQUESTED</b>	<input type="checkbox"/> Information <input checked="" type="checkbox"/> Motion/Action <input type="checkbox"/> Discussion
<b>ATTACHMENTS</b>	<ol style="list-style-type: none"> <li>1. Staff Info Memo</li> <li>2. Hood Canal Aviation, LLC / James E Piper Lease Assignment</li> </ol>

If adopted as part of the consent agenda, no further action is needed.

Alternative action: Remove from consent for discussion. Move to authorize the Executive Director to execute the Lease Assignment & Assumption with James E. Piper



# PORT OF PORT TOWNSEND

## INFORMATIONAL MEMO

**DATE:** 9/11/2024  
**TO:** Port Commission  
**FROM:** Eric Toews, Deputy Director and Sue Nelson Lease & Contracts Administrator  
**SUBJECT:** Lease Assignment & Assumption – Hood Canal Aviation, LLC to James E. Piper

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**ISSUE:** Should the Commission authorize the Executive Director to sign the Lease Assignment & Assumption from Hood Canal Aviation, LLC to James E. Piper?

**BACKGROUND:** The Hood Canal Aviation, LLC hangar is located on hangar site #4-C. This is a fifty (50) year lease, expiring on July 26, 2057. The hangar building contains three units (4-A, 4-B & 4-C), built by Northwest Hangars. James E. Piper was the Managing Member for Hood Canal Aviation, LLC, which he dissolved in the late summer of 2021. The Lease Assignment & Assumption is written in Mr. Piper's name, now designated as the Owner.

**RECOMMENDATION:** Authorize the Executive Director to execute the attached Lease Assignment with James E. Piper.

**MOTION:** None required. Approval of this item on the Consent Agenda authorizes the Executive Director to execute the assignment with James E. Piper.

### **ATTACHMENTS**

- James E. Piper Lease Assignment

**ASSIGNMENT & ASSUMPTION OF  
JEFFERSON COUNTY INTERNATIONAL AIRPORT LAND LEASE**

**THIS ASSIGNMENT AND ASSUMPTION OF LAND LEASE** is dated and effective as of \_\_\_\_\_, 2024 by and between **HOOD CANAL AVIATION, LLC, a Washington limited liability company ("Assignor")**, and **JAMES E. PIPER, a private individual ("Assignee")** with an address of 267 Farrell Road, Quilcene, Washington, 98376.

**WHEREAS**, Assignor is Tenant under that certain LAND LEASE dated July 27, 2007, by and between the PORT OF PORT TOWNSEND, a Washington Municipal Corporation ("Lessor") and Assignor, (as modified from time to time, the "Lease"), respecting certain premises, **Hangar Site #4C** (the "Premises") located at the Jefferson County International Airport, Port Townsend, Washington, as more particularly described therein;

**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 #20, ("ASSIGNMENT OR SUBLEASE") of the Lease provides that the Assignor's interest in the Lease may not be assigned unless the 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. **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.
2. **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 of 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, which is attached hereto as Exhibit "A" (including all amendments thereto), has reviewed the Lease, and understands all of the terms of the Lease.
3. **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 Lessee 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.

4. **Rents in Arrears:** Assignor and Assignee understand and agree that the lease is current.

5. **Contingency:** Notwithstanding anything to the contrary herein, this Assignment shall be contingent upon the receipt of the consent of the Lessor as evidenced by the execution by the Lessor's consent set forth below. By consenting to this Assignment, Lessor acknowledges:
  - a. That the Lease is in effect in accordance with its terms; and
  - b. 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.

Executed as of the date first above written.

**ASSIGNOR:**

**HOOD CANAL AVIAITON, LLC**

\_\_\_\_\_  
James E. Piper, Managing Member

**ASSIGNEE:**

**JAMES E. PIPER**

\_\_\_\_\_  
James E. Piper, Owner

**LESSOR'S CONSENT:**

**The Port of Port Townsend, as owner and holder of all right, title and interest under the Lease hereby consents to the foregoing assignment.**

**THE PORT OF PORT TOWNSEND  
A Washington Municipal Corporation**

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Eron Berg, Executive Director

**APPROVED AS TO FORM:**

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Port Attorney

**STATE OF WASHINGTON  
COUNTY OF JEFFERSON**

I certify that I know or have satisfactory evidence that JAMES E. PIPER 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: \_\_\_\_\_

**STATE OF WASHINGTON  
COUNTY OF JEFFERSON**

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

Dated: \_\_\_\_\_

Signature of  
Notary Public: \_\_\_\_\_

My Appointment Expires: \_\_\_\_\_

# PORT OF PORT TOWNSEND

## AGENDA COVER SHEET

<b>MEETING DATE</b>	September 11, 2024
<b>AGENDA ITEM</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> 1 <sup>st</sup> Reading <input type="checkbox"/> 2 <sup>nd</sup> Reading <input checked="" type="checkbox"/> Regular Business <input type="checkbox"/> Informational
<b>AGENDA TITLE</b>	IV. D. Authorization of Amendment 2 to Mott MacDonald Boat Haven Breakwater Repair Professional Services Agreement
<b>STAFF LEAD</b>	Matt Klontz, Director of Capital Projects and Port Engineer
<b>REQUESTED</b>	<input type="checkbox"/> Information <input checked="" type="checkbox"/> Motion/Action <input type="checkbox"/> Discussion
<b>ATTACHMENTS</b>	Memorandum Amendment 2 Boat Haven Breakwater Repair

If adopted as part of the consent agenda, no further action is needed.

Alternative action: Remove from consent for discussion. Move to authorize the Executive Director to execute Amendment to Mott MacDonald Boat Haven Breakwater Repair Professional Services Agreement

# PORT OF PORT TOWNSEND

## AGENDA MEMO

**DATE:** 911/2024  
**TO:** Commissioners  
**FROM:** Matt Klontz  
**CC:** Eron Berg, Eric Toews, Connie Anderson  
**SUBJECT:** Authorize Amendment 2 with Mott MacDonald for the Boat Haven Breakwater Repair

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### **ISSUE**

Should the Port Commission authorize the Port's Executive Director to execute the professional service agreement amendment for designing and permitting (preconstruction phase) the repair for the easternmost 550 feet of the Boat Haven breakwater?

### **BACKGROUND**

Over the past 18 months, the Port has worked with the Army Corps of Engineers (USACE) and federal legislators to secure federal funding for a full replacement of the eastern most portion of Boat Haven breakwater and to transfer ownership to USACE. However, it has been determined that the most viable option is to repair and retain ownership of the easternmost 550 feet of the breakwater.

### **DISCUSSION**

Repairing the breakwater will involve federal, state, and local permitting, as well as the development of contract documents necessary for bidding and constructing the repair. In March 2023, the Port selected Mott MacDonald through a qualification-based selection process to assist with the breakwater rehabilitation. The initial agreement with Mott MacDonald covered conceptual design and cost estimation for a full replacement of the breakwater. However, a full replacement is not feasible at this time. Instead, the focus will shift to repairing the breakwater to extend its service life by several decades.

### **FISCAL IMPACT**

The Port's capital improvement budget for this project is \$2.5 million. This budget covers design, permitting, construction, retail sales tax, contingency, and construction administration. Mott MacDonald will design the repair, with the target construction cost capped at \$1.5 million. Additionally, the Port holds habitat mitigation credits valued at over \$800,000, which can be applied to the Boat Haven breakwater repair. These credits will offset the cost of mitigation.

### **ATTACHMENTS**

Attachment 1: Amendment 2 - Boat Haven Breakwater Repair

### **RECOMMENDATION**

It is recommended that the Port Commission authorize the Port Director to execute Amendment 2 with Mott MacDonald for the Boat Haven Breakwater Repair project.



**PROFESSIONAL SERVICES AGREEMENT AMENDMENT #2**

**THIS PROFESSIONAL SERVICES AGREEMENT AMENDMENT #2** is entered into between the PORT OF PORT TOWNSEND, hereinafter referred to as the "PORT," and Mott MacDonald, LLC, hereinafter referred to as "CONSULTANT," in consideration of the mutual benefits, terms, and conditions hereinafter specified.

**WITNESSETH:**

1. On the 14th day of June 2023, the parties entered into a A/E Professional Services Agreement (the "Original Agreement", whereby the PORT retained CONSULTANT to provide engineering services for the partial replacement of the Main Breakwater at Boat Haven Marina.
2. On the 22<sup>nd</sup> day of May, 2024, the compensation of the Original Agreement was increased \$5,000, from \$68,900 to \$73,900 to accommodate an additional site visit and conditions assessment not included in the original scope of work.
3. Paragraph #1 of the Original Agreement speaks to the Scope of Work to be completed by the CONSULTANT, and specifically indicates that additional task orders may be negotiated for additional work.
4. The parties are agreed that the work previously completed by the CONSULTANT should be supplemented with the task order set forth in Exhibit "A-1" to this Professional Services Agreement Amendment #2.
5. The parties understand and agree that the task order set forth in Exhibit "A-1" is intended to advance the preliminary design of the Boat Haven Breakwater project to selection of a preferred option for construction followed by permitting and development of construction bid documents.
6. The parties are agreed that they wish to amend the fee set forth in Paragraph #2 of the Original Agreement as previously amended to compensate the CONSULTANT for the work to be completed under the task order set forth in Exhibit "A-1" to this PSA Amendment #2 (i.e., \$73,900 + \$339,000 = \$412,900).
7. Additionally, paragraph #31 of the additional agreement establishes additional requirements for federally funded projects (2 C.F.R. § 200.236) as provided in Exhibit "C".
8. The parties are agreed that due to a scrivener's error, Exhibit "C" in the Original Agreement shall be deleted in its entirety and replaced with Exhibit "C" attached hereto and incorporated herein by way of this reference.

**NOW, THEREFORE:**

This Amendment #2 to the A/E Professional Services Agreement dated June 14, 2023, is effective immediately and approved this \_\_\_\_ day of \_\_\_\_\_ 2024, and shall read as follows:

1. Scope of Work. The Consultant will promptly undertake and complete the tasks according to the schedule provided (the "Scope of Services") in support of the Project as outlined on **Exhibit "A"** (Task 1 – Preliminary Design) and supplemented by the work set forth in Exhibit "A-1" (Task 2 – Final Design). Additional task orders may be negotiated for additional work.
  
2. Compensation. The Consultant shall be compensated for services provided and for expenses on the basis of the attached "Fee Schedule" attached hereto as **Exhibit "B"**. The total expenditure by the Port for this Agreement shall not exceed ~~\$73,900~~ \$412,900.
  
31. Additional Requirements for Federally Funded Projects. In addition to the foregoing General Provisions, and in accordance with 2 C.F.R. § 200.236, Consultant agrees that it will comply with all applicable provisions of Appendix II to 2 C.F.R. part 200, which attached hereto as Exhibit "C" and incorporated herein by way of this reference.

All other terms and conditions of the Original Agreement, as amended, shall remain in effect.

Consistent with Paragraph #24 of the Original Agreement, this Amendment #2 may be signed in counterparts. Electronic transmission of any signed original document, and retransmission of any signed electronic transmission shall be the same as delivery of an original document.

**DATED** this \_\_\_\_ day of \_\_\_\_\_ 2024.

**CONSULTANT: Mott MacDonald, LLC**

\_\_\_\_\_  
Name:

**PORT: Port of Port Townsend**

\_\_\_\_\_  
Port of Port Townsend – Mott MacDonald  
A/E PSA Amendment #2 – September 2024

Eron Berg, Executive Director

**EXHIBIT A-1:  
Work Supplemental to Original Scope of Services  
Boat Haven Breakwater Project  
Final Engineering Design**

## BOAT HAVEN MARINA, PORT OF PORT TOWNSEND, WASHINGTON BREAKWATER REHABILITATION

### Scope of Work

#### Introduction:

The Port of Port Townsend (Port) needs to conduct rehabilitation of the existing Port-owned breakwater at Boat Haven Marina to maintain the breakwater function and reduce future maintenance needs. In order to achieve this, the Port requested a scope of work from Mott MacDonald to conduct an alternatives analysis to select a preferred alternative, conduct preliminary analysis, develop JARPA drawings, final design and provide permitting support.

It is our understanding the Port has mitigation credits that can be used for repair and rehabilitation of the breakwater while the permit is still open for a couple years. This scope of work has been developed to leverage previously conducted work and efficiently and effectively meet the requirements and timeline of the existing permit. The following outlines the proposed scope of work for rehabilitation of the existing Port-owned breakwater at Boat Haven Marina.

#### Scope of Work:

##### Task 1 – Data Collection

Mott MacDonald will compile prior project documents with data newly available from the port and publicly available sources. Included as part of this work is:

- **Elevation Data:**
  - **Existing Survey Review:** Prior to collecting new survey data, MM will analyze the survey data collected by the Port during the site reconnaissance visit conducted on March 29<sup>th</sup>, 2024. The Port collected survey data will be assessed along with the previously compiled survey data to inform the new survey data collection.
  - **New Data Collection:** If new data collection is needed, anticipated needs would include:
    - Terrestrial survey will be undertaken at a low tide using a laser scanner to provide a high-density point cloud to form a topographical surface elevation map.
    - Bathymetry survey will be undertaken at high tide using a survey boat fitted with a multi-beam echo-sounder, inertial motion unit with RTK-GNSS for accurate 3D positioning and sounding.
    - Site photos will be taken at points of interest to provide the design team with greater context when assessing the survey data.
- **Geotechnical:**
  - **Desktop study and limited reporting:** Geotechnical desktop study and a conceptual evaluation regarding the feasibility of the proposed breakwater rehabilitation, from a geotechnical perspective.

- **Detailed geotechnical study (optional):** Complete supplemental subsurface explorations and engineering analyses to support a thorough feasibility study and development of design-level recommendations for each of the alternatives.
  - **Exploration program:**
    - The exploration program will consist of drilling up to three borings to characterize soil and groundwater conditions within the core of the older segment of the breakwater. To access the isolated, 1930s-era segment of the breakwater HWA will subcontract with a barge and crane to transport the drill rig to the site, lift the drill rig and supplies onto the breakwater, and provide crew support during drilling.
    - Site Access: Two HWA geotechnical engineers will conduct a geotechnical site reconnaissance of the project area to confirm access conditions. This reconnaissance will be used to identify geotechnical challenges and to assist in planning the geotechnical exploration program. While on site, HWA will mark the proposed exploration locations and arrange for utility locates using the Utility Notification Center, as required by Washington state law. HWA plans to perform this task with minor assistance from the Port: it is assumed that Port staff will provide boat transport to and from the breakwater for the site reconnaissance.
    - Generate Geotechnical Exploration Work Plan Memo: HWA will prepare a Geotechnical Work Plan Memorandum (Work Plan) for the proposed field work. The Work Plan will be submitted to Mott MacDonald and the Port for review and approval.
    - Conduct Geotechnical Explorations: To assess the current subsurface conditions and assist in evaluating potential alternatives for rehabilitation, HWA proposes to advance up to three borings using the mud-rotary drilling technique. Borings would be advanced to target depths of 75 feet (Borings HWA1 and HWA-3) and between 30 and 75 feet (Boring HWA-2). The depth of the explorations may be adjusted in the field depending on the actual drilling conditions and available time. HWA's budget and schedule is limited to drilling for no more than two full days on site.
    - Generate Boring Logs and Assign Laboratory Testing: HWA will prepare summary boring logs and perform laboratory testing to evaluate relevant physical properties of the project area soils. Laboratory testing will be limited to determinations of moisture content, grain-size distribution (via sieve and hydrometer), and Atterberg limits. HWA has included budget for as many as 11 grain-size distribution tests, 11 Atterberg limits determinations, and 9 moisture content determinations.
  - **Geotechnical Design Services:**
    - Geotechnical Engineering Analyses: HWA will complete engineering analyses related to construction of the proposed

breakwater rehabilitation. Specifically, HWA will complete settlement analyses to determine the magnitude of anticipated settlement resulting from placement of additional rip rap armoring and an evaluation of bearing capacity of the soils beneath the breakwater.

- Draft and Final Geotechnical Engineering Report: HWA will prepare a draft geotechnical engineering report for the project, summarizing HWA's geotechnical conclusions and recommendations. One round of consolidated comments. The final report will be stamped by HWA's project manager.
- **Deliverables:** Raw electronic survey data files and survey and geotechnical reports.

## Task 2 – Confirmation of Preferred Alternative

The purpose of this task is to confirm the preferred alternative for rehabilitation of the breakwater. We understand the Port has a target construction cost of \$1.5 million (excluding soft costs and tax). Our alternatives analysis will include up to 3 alternatives that align with this target construction cost. Included as part of this work is:

- **Confirmation of preferred alternative:** The alternatives analysis initiated in March 2024 will be completed by incorporating the new data and coastal engineering and geotechnical analysis from Task 1. Alternatives will be refined based on the site reconnaissance in March 2024 including assessing the marina side of the breakwater. During this process, a conceptual constructability review will also be conducted. Repair alternatives may include options like armoring at select spot or armoring the full length. A meeting will be held with the project team to identify three or four feasible options. Alternatives for consideration include, but are not limited to, installation of new armor rock in select locations and installation of new armor rock across the entire slope, with the bay and marina sides of the breakwater assessed separately. A preferred alternative will be selected in coordination with the Port, based upon technical feasibility, environmental impact, and cost-effectiveness.
- **Deliverables:** Alternatives Workshop

## Task 3 – Preliminary Engineering Analysis & Design

Preliminary engineering analysis and design work for the preferred alternative will be developed in this task. Included as part of this work is:

- **Basis of Design:** The Basis of Design developed as part of the Regulatory Document Update will be revised for rehabilitation of the breakwater based on the preferred alternative.
- **Coastal Engineering Analysis:** Coastal engineering analysis will utilize previously conducted wave modeling and analysis and refine the analysis based on the revised Basis of Design. The analysis will be used to inform design elements such as material type and size, design geometry and dimensions, etc.
- **Design Development:** Develop preliminary material sizing and armor layer thickness. This may include preliminary sizing of a sheet pile or other soil improvements to support the upper layers of the armor rock.

- **Drawing Development:** Develop JARPA formatted drawings including a cover page, existing site plan, proposed site plan, sections and details.
- **Constructability Assessment:** Conduct a constructability assessment, including contractor outreach, to develop construction access and construction approach. Including required work area limits, access corridors, permitted equipment (e.g. barge landing), etc.
- **Deliverables:** Basis of Design memorandum, 30% design drawings pdf in JARPA (8.5x11) format.

#### Task 4 – Permitting Support

Mott MacDonald will partner with permitting specialist, Widener Associates to ensure that the project adheres to all regulatory requirements and avoids potential legal and environmental issues that could arise during the rehabilitation of the breakwater structure, this will include:

- **Section 7 Continued Coordination and Completion of the Nearshore Habitat Assessment:** Under the original scope of work the Supplemental BA was prepared and accepted by USFWS. Under this supplement Widener will complete the nearshore habitat assessment and address comments from NOAA. Widener will also continue to consult with the resource agencies as necessary to obtain Section 7 consultations.
- **JARPA, Section 408, 404, 401 and Shoreline Permit Application Coordination:** Widener will complete a 404(b)(1) alternative analysis meeting the US Army Corp of Engineers (CORP) requirements. Widener will also continue to coordinate with the CORP to address comments on the 404-permit application. Widener will also initiate the 401-certification process. City will lead Shoreline Permit Application with support from Widener.
- **Section 106 Documentation and Coordination:**
  - Widener will conduct background research, including WISAARD records search, to identify previous cultural resource surveys and documented archaeological sites within one mile of the project area prior to commencing fieldwork if required. Ethnographic and historical resources will also be researched. This information will be documented in an APE acceptable to the federal funding agency. Once the APE is approved coordination with DAHP will be completed to determine if any field work is required and if the repair will impact the eligibility status of this section of breakwater.
  - If necessary, identified cultural features will be documented through the completion of standard forms (i.e., Feature Record, Level Record, Site Record, and Photograph Log forms), scale drawing, digital photography, and sampling for special analyses if appropriate materials are present. Scaled stratigraphic drawings, as well as detailed descriptions, will be made of site sediments. The field director will be responsible for maintaining field notes during project activities. Excavation unit locations will be mapped using tape and compass and sub-meter GPS.
  - Widener will prepare a memo of the field survey and testing. The report shall follow THPO guidelines. The Report shall include recommendations regarding eligibility and applicable prehistoric or historic site forms, architectural forms,

- etc. Upon acceptance of the report, the MARAD will send the report to the SHPO for concurrence with Determinations of Eligibility of sites recorded.
- Widener will retain possession of all notes, records, cultural material, and any other documentation generated during the project, and will prepare these records and materials for archiving and curation according to Secretary of the Interior standards. The materials will be housed at CRP facilities.
  - **NEPA Documentation:** Widener will prepare all supporting documentation required by MARAD to obtain a NEPA Categorical Exclusion. It is expected MARAD will require a detailed analysis of both ESA and Section 106 to ensure the requirements of the CE can be met. In addition to the analysis and the consultation will prepare and NEPA CE checklist per MARAD requirements.
  - **Technical Narrative:** MM will develop a technical narrative for support permitting applications. The technical narrative will include construction methodology and approach as well as permitting quantities.
  - **Deliverables:** Permitting Support deliverables will include:
    - Technical Narrative with permit quantities.
    - One electronic draft nearshore habitat assessment for review by the Port.
    - One electronic, incorporating the Port's comments, for submittal to MARAD.
    - One electronic copy of a draft JARPA and 404 alternative analysis for review by the Port.
    - One electronic copy of the JARPA and 404 alternative analysis, incorporating the Port's comments, for submittal to the Corp and DOE.
    - Section 408 Coordination.
    - City Shoreline permit support, Port will lead coordination with the City.
    - One electronic copy of a draft 106 Memo, APE and the MARAD consultations letter for review by the Port.
    - One electronic copy of the 106 Memo, APE and MARAD consultations letter, incorporating the Port's comments, for submittal to the MARAD.
    - NEPA Supporting Documentation.
    - NEPA Checklist.
    - Coordination meeting with MARAD.

## Task 5 – Bid Document Development

Mott MacDonald will develop the preliminary design to a 100% design level including drawings, technical specifications, and an engineer's construction estimate. Included as part of this work is:

- **Design Development:** Refine material types, sizes, and layer thickness. Develop design transitions and details.
- **Construction Drawings:** Develop design drawings to a 90%, and 100% design level. Advance design details for bidding and construction, including notes, details, transitions, construction staging and access.
- **Technical Specifications:** Develop and refine technical specifications to bidding and construction ready document.
- **Cost Estimate:** Develop and refine to engineers estimate for bidding and construction.
- **Deliverables:** The following design deliverables will be included.



- 90% design (technical specifications, drawings (11x17), cost estimate)
- Final design (technical specifications, stamped drawings (11x17), cost estimate)
- Reviews: We have allowed for one round of consolidated comments from the Port for each level of design.

## Task 6 – Project Management

The purpose of this task is to provide project management scope for Mott MacDonald as it communicates with the Port on progress, schedule, and deliverables. This task will also be used to coordinate with the subconsultants on the team.

### Assumptions and Exclusions:

- Tsunami loading and sea level rise is not part of this scope of work.
- The return period for wind, wave, and current design criteria for the breakwater will be coordinated with the Port of Port Townsend.
- The Port will be responsible for all general conditions and general requirement specifications with MM review.
- The Port will assemble the final bid documents.
- Bidding and construction support is not part of this scope of work.
- Rates are subject to an update every calendar year.

### Costs:

Project costs will be charged on a Time and Materials (T&M) basis with a not to exceed amount enumerated in the total provided within Table 1 below:

Table 1. Cost Estimate

Task	Fee Estimate
1 – Data Collection (Geotech Desktop Only)	\$43,500
2 – Confirmation of Preferred Alternative	\$14,500
3 – Preliminary Engineering Analysis & Design	\$48,000
4 – Widener Associates Permitting Support	\$130,000
5 – Bid Document Development	\$89,000
6 – Project Management	\$14,000
<b>Total</b>	<b>\$339,000</b>
Optional - Data Collection (Geotech Boring and Analysis)	\$173,000



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## Mott MacDonald Contact:

Evan Edgecomb, P.E.  
[evan.edgecomb@mottmac.com](mailto:evan.edgecomb@mottmac.com)

Diana Walker, P.E., P.Eng.  
[diana.walker@mottmac.com](mailto:diana.walker@mottmac.com)

**Port of Port Townsend  
Boat Haven Breakwater Rehabilitation**

**2024 Staff Rates**

<b>Firm Name:</b>	Mott MacDonald, LLC
<b>Date:</b>	6/18/2024
<b>Expiration Date:</b>	12/31/2024

Audited Overhead:	<b>162.60%</b>
Markup:	<b>12.00%</b>

Classification	Unburdened Rate (\$/hr)	Overhead	Profit	Fully Burdened Billing Rate (\$/hr)
Aaron Porter - Project Principal	\$90.12	\$146.54	\$28.40	\$265.05
Evan Edgecomb - Project Manager	\$72.04	\$117.14	\$22.70	\$211.88
Abigail Gertz - Sr. Coastal Engineer	\$67.76	\$110.18	\$21.35	\$199.29
Gabriel Garcia Medina - Sr. Coastal Engineer	\$66.11	\$107.49	\$20.83	\$194.44
Charlie Poole - Coastal Task Manager	\$60.10	\$97.72	\$18.94	\$176.76
Oliver Pengilly - Geotechnical Support	\$64.19	\$104.37	\$20.23	\$188.79
Una Savic - Coastal Engineer	\$45.22	\$73.53	\$14.25	\$133.00
Tom Coultas - Construction Specialist	\$140.70	\$105.53	\$29.55	\$275.77
Tyler Morrison - Sr. CAD Designer	\$58.85	\$95.69	\$18.54	\$173.08
Eduardo Munoz - Admin	\$36.06	\$58.63	\$11.36	\$106.06

Rates valid through 2024; subject to 4% annual escalation on each January 1.

## **Scope of Work for: Main Breakwater Replacement (Partial) – Port of Port Townsend Boat Haven Marina Environmental Permitting**

### **PROJECT UNDERSTANDING:**

The Port of Port Townsend (Port) proposes to demo and replace the eastmost 550 feet of the Main Breakwater at Boat Haven Marina. To assist with this work Widener & Associates as a Subconsultant to Mott MacDonald will assist the Port with the permitting services which is anticipated to include:

### **Tasks:**

#### **1. Section 7 Continued Coordination and Completion of the Nearshore Habitat Assessment.**

Under the original scope of work the Supplemental BA was prepared and accepted by USFWS. Under this supplement the Consultant will complete the nearshore habitat assessment and address comments from NOAA. The Consultant will also continue to consult with the resource agencies as necessary to obtain Section 7 consultations.

#### Deliverable(s)

- One electronic draft nearshore habitat assessment for review by the Port
- One electronic, incorporating the Port's comments, for submittal to MARAD.

#### **2. JARPA, Section 408, 404, 401 and Shoreline Permit Application Coordination**

The Consultant will complete a 404(b)(1) alternative analysis meeting the Corp requirements. The Consultant will also continue to coordinate with the US Army Corp of Engineers to address comments on the 404-permit application. The consultant will also initiate the 401-certification process.

#### Deliverable(s)

- One electronic copy of a draft JARPA and 404 alternative analysis for review by the Port
- One electronic copy of the JARPA and 404 alternative analysis, incorporating the Port's comments, for submittal to the Corp and DOE.
- Section 408 Coordination
- Shoreline Permitting

#### **3. Section 106 Documentation and Coordination.**

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

resources will also be researched. This information will be documented in an APE acceptable to the federal funding agency. Once the APE is approved coordination with DAHP will be completed to determine if any field work is required and if the repair will impact the eligibility status of this section of breakwater.

If necessary, identified cultural features will be documented through the completion of standard forms (i.e., *Feature Record*, *Level Record*, *Site Record*, and *Photograph Log* forms), scale drawing, digital photography, and sampling for special analyses if appropriate materials are present. Scaled stratigraphic drawings, as well as detailed descriptions, will be made of site sediments. The field director will be responsible for maintaining field notes during project activities. Excavation unit locations will be mapped using tape and compass and sub-meter GPS.

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

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

#### Deliverable(s)

- One electronic copy of a draft 106 Memo, APE and the MARAD consultations letter for review by the Port
- One electronic copy of the 106 Memo, APE and MARAD consultations letter, incorporating the Port's comments, for submittal to the MARAD

#### 4. NEPA Documentation (CE)

The Consultant will prepare all supporting documentation required by MARAD to obtain a NEPA Categorical Exclusion. It is expected MARAD will require a detailed analysis of both ESA and Section 106 to ensure the requirements of the CE can be met. In addition to the analysis the consultation will prepare a NEPA CE checklist per MARAD requirements.

#### Deliverable(s)

- NEPA Supporting Documentation
- NEPA Checklist
- Coordination Meeting with MARAD



**EXHIBIT C:  
Requirements for Federally Funded Projects**

1.01 ORDER OF PREFERENCE. This Project is funded, in part, with Federal and State of Washington grant funds. The following provisions apply. To the extent any of the terms or conditions of this Part VI conflict with any other Contract Document, the provision of this Part VI shall control.

1.02 EQUAL EMPLOYMENT OPPORTUNITY. During the performance of this Contract, the Contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such

direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

1.03 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT. The Contractor shall comply with 40 U.S.C. parts 3701-3708 – The Contract Work Hours and Safety Standards Act. Compliance with this act includes, but is not necessarily limited to, the following.

(1) Overtime requirements. No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such work week.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The DOI or the State of Washington or the Port shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Contracts and Subcontracts. The Contractor and all of its subcontractors shall include this Section 1.03 in any lower tier subcontracts. The Contractor shall be responsible to the Port for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this Section 1.03.

(5) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this paragraph shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Port, Department of the Interior, and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

1.04 PER EXECUTIVE ORDER 14005, ENTITLED “ENSURING THE FUTURE IS MADE IN ALL OF AMERICA BY ALL OF AMERICA’S WORKERS” the Contractor shall maximize the use of goods, products, and materials produced in, and services offered in, the United States, and whenever possible, procure goods, products, materials and services from sources that will help American businesses compete in strategic industries and help America’s workers thrive.

1.05 BUILD AMERICA, BUY AMERICA REQUIREMENTS. The Contractor shall comply with all provisions of Section 70914 of the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58, on or after May 14, 2022 including, but not necessarily limited to, the following: (i) All iron and steel used  
Port of Port Townsend – Mott MacDonald  
A/E PSA Amendment #2 – September 2024



in the project shall be produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (ii) all manufactured products used in the project are produced in the United States —this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (iii) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

(1) The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project. For further information on the Buy America preference, please visit <https://www.doi.gov/grants/BuyAmerica>. Additional information can also be found at the White House Made in America Office website: <https://www.whitehouse.gov/omb/management/made-in-america>

(2) When necessary, recipients may apply for, and the Department of the Interior (DOI) may grant, a waiver from these requirements, subject to review by the Made in America Office. The DOI may waive the application of the domestic content procurement preference in any case in which it is determined that one of the below circumstances applies: (i) Non-availability Waiver: the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality or (ii) Public Interest Waiver: applying the domestic content procurement preference would be inconsistent with the public interest.

(3) There may be instances where an award qualifies, in whole or in part, for an existing DOI general applicability waiver as described at: <https://www.doi.gov/grants/BuyAmerica/GeneralApplicabilityWaivers>. If the specific non-domestic materials meets the criteria of an existing general applicability waiver within the limitations defined within the waiver, the Contractor is not required to request a separate waiver for non-domestic materials.

(4) If a general applicability waiver does not already apply, and the Contractor believes that one of the circumstances in subsection (2) applies to an award, a request to waive the application of the domestic content procurement preference may be submitted to the Port in writing. Upon request, the Port will notify the Contractor of all information required to be submitted. The Port will pass the waiver request through to the appropriate agency, and the Contractor shall be bound by that agency's ruling on any such waiver request.

(5) For purposes of this Section 1.05 only, the following definitions apply:

(i) "Construction materials" includes an article, material, or supply that is or consists primarily of: (a) non-ferrous metals; (b) plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); (c) glass (including optic glass); (d) lumber; or (e) drywall. "Construction Materials" does not include cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

(ii) "Domestic content procurement preference" means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

(iii) "Infrastructure" includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

(iv) "Project" means the construction, alteration, maintenance, or repair of infrastructure in the United States.

1.06 CLEAN AIR ACT/FEDERAL WATER POLLUTION ACT. Contractor shall comply with all applicable standards, orders, and/or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.

1.07 COPELAND ANTI-KICKBACK ACT. Contractor shall comply with 18 USC §874, the Copeland "Anti-Kickback" Act, as supplemented by Department Labor regulations (29 CFR part 3), which are incorporated herein by reference.

1.08 BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352). The Contractor shall comply with the Byrd Anti-Lobbying Amendment codified at 31 U.S.C. 1352. The Contractor, by signing its Bid, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract. The Contractor shall include this certification in all subcontracts or supply contracts exceeding \$100,000 in value.

1.09 SOLID WASTE DISPOSAL ACT. The Contractor shall comply with Section 6002 the Solid Waste Disposal Act (42 U.S.C. 6901-6992k) as amended by the Resource Conservation and Recovery Act (42 U.S.C. 6901 et. seq.), including 40 CFR part 247.

1.10 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. Contractor shall comply with 2 CFR 200.216, which is incorporated herein by reference.

1.11 CONTRACTING WITH SMALL AND MINORITY BUSINESS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS. Contractor shall comply with 2 CFR 200.321, which is incorporated herein by reference.

**RESOLUTION NO. 824-24**

**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 11th day of September 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:**

\_\_\_\_\_  
Pam A. Petranek, Secretary

\_\_\_\_\_  
Pete 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
Raggedy Ann	Nathan McDaniel	17,681.43

# PORT OF PORT TOWNSEND

## AGENDA COVER SHEET

<b>MEETING DATE</b>	September 11, 2024
<b>AGENDA ITEM</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> 1 <sup>st</sup> Reading <input type="checkbox"/> 2 <sup>nd</sup> Reading <input checked="" type="checkbox"/> Regular Business <input type="checkbox"/> Informational
<b>AGENDA TITLE</b>	IV. F Resolution 825-24 Authorizing Warrant Cancellation
<b>STAFF LEAD</b>	Connie Anderson, Director of Finance and Administration
<b>REQUESTED</b>	<input type="checkbox"/> Information <input checked="" type="checkbox"/> Motion/Action <input type="checkbox"/> Discussion
<b>ATTACHMENTS</b>	Resolution 825-24 Authorizing Warrant Cancellation

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 825-24 Authorizing Warrant Cancellation.

**RESOLUTION NO. 825-24**

**A Resolution of the Commission of the Port of Port Townsend  
AUTHORIZING WARRANT CANCELLATION**

**WHEREAS:** The Port of Port Townsend issued the following warrant:

Warrant #	Dated	Amount	Issued To:
067172	07/26/20223	\$ 133.83	Joseph Bea

**WHEREAS:** the aforementioned warrant has been lost or destroyed and has not been presented for payment;

**NOW, THEREFORE BE IT RESOLVED:** that since the aforementioned warrant has not been presented for payment; said warrant is canceled as of this date.

**ADOPTED** this 11th day of September 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:**

\_\_\_\_\_  
Pam A. Petranek, Secretary

\_\_\_\_\_  
Pete W. Hanke, President

\_\_\_\_\_  
Carol L. Hasse, Vice President

APPROVED AS TO FORM:

\_\_\_\_\_  
Port Attorney

# PORT OF PORT TOWNSEND

## AGENDA COVER SHEET

<b>MEETING DATE</b>	September 11, 2024
<b>AGENDA ITEM</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> 1 <sup>st</sup> Reading <input type="checkbox"/> 2 <sup>nd</sup> Reading <input checked="" type="checkbox"/> Regular Business <input type="checkbox"/> Informational
<b>AGENDA TITLE</b>	IV. G. Ratify a Purchase and Sale Agreement for Approximately 3.42 Acres of Vacant Land South of JCIA and Authorize the Executive Director to Execute all Necessary Closing Documents using Industrial Development District Levy Funds of \$250,000 plus Closing Costs
<b>STAFF LEAD</b>	Eron Berg, Executive Director
<b>REQUESTED</b>	<input type="checkbox"/> Information <input checked="" type="checkbox"/> Motion/Action <input type="checkbox"/> Discussion
<b>ATTACHMENTS</b>	<ol style="list-style-type: none"> <li>1. Informational Memorandum</li> <li>2. Signed Purchase and Sale Agreement</li> </ol>

If adopted as part of the consent agenda, no further action is needed.

Alternative action: Remove from consent for discussion and Move to Ratify a Purchase and Sale Agreement for Approximately 3.42 Acres of Vacant Land South of JCIA and Authorize the Executive Director to Execute all Necessary Closing Documents using Industrial Development District Levy Funds of \$250,000 plus Closing Costs

# PORT OF PORT TOWNSEND

## AGENDA MEMO

**DATE:** 9/11/2024  
**TO:** Commission  
**FROM:** Eron Berg, Executive Director  
**SUBJECT:** Real Estate Purchase

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### **ISSUE**

1. Should the Commission ratify the attached purchase and sale agreement to acquire approximately 3.42 acres of vacant land south of JCIA?

### **BACKGROUND**

After years of pre-planning and feasibility, the Port is actively moving forward on the development of its 24-acre industrial park at JCIA. This project is in the design phase now with a 2024 budget of \$450,000 and with an additional \$200,000 just awarded by Commerce. Planning will expand to include approximately 60 acres.

### **DISCUSSION**

The feasibility document assumed future access to Four Corners Road, but the Port does not presently own access to Four Corners. With this in mind, staff approached April Owen, the owner of 3.42 acres between the 24-acre industrially-zoned parcel and Four Corners Road and negotiated the attached purchase and sale agreement.

The target date for closing is before December 31, 2024; this item is on your consent agenda for ratification tonight.

### **FISCAL IMPACT**

2024: \$250,000 plus closing costs to be funded by IDD.

### **ATTACHMENTS**

1. Purchase & Sale Agreement

### **RECOMMENDATIONS**

1. Motion to ratify the attached purchase & sale agreement and authorize the Executive Director to execute all necessary documents to close the transaction using funds from the Industrial Development District Levy.



**REAL ESTATE PURCHASE AND SALE AGREEMENT  
WITH EARNEST MONEY PROVISION**

**THIS CONTRACT CONTROLS THE TERMS OF THE SALE OF THE PROPERTY**

(Please read carefully before signing)

Port Townsend, Washington  
September 3, 2024

Received from the PORT OF PORT TOWNSEND, a Washington Special Purpose District, hereinafter called Buyer, the sum of one thousand Dollars (\$1,000.00) in the form of a promissory note, which has been deposited with Escrow Agent designated herein and who is authorized to hold said deposit as earnest money and as part payment on the purchase price of the following described real estate, which Buyer agrees to buy and Seller agrees to sell, located in Jefferson County, State of Washington, and legally described as follows:

An approximately 3.42-acre portion of the property described in Exhibit A (laying northerly of Four Corners Road) and depicted on Exhibit B. The final legal description for the land to be sold will be prepared by a licensed land surveyor, consistent with Exhibit B.

1. PURCHASE PRICE: The total purchase price is two hundred fifty thousand Dollars (\$250,000.00) payable at closing.

2. CONTINGENCIES:

- A. Boundary Line Adjustment: If necessary, this sale is conditioned on Jefferson County's approval of a boundary line adjustment (BLA).
- B. Appraisal: This sale is conditioned on the Port receiving an appraisal, at its own expense, that is satisfactory to the Port.
- C. Feasibility: This sale is conditioned on the Port's sole and exclusive assessment of the site for feasibility purposes. The Feasibility contingency shall expire 90 days after that date of this Agreement.

3. CONDITION OF TITLE. Title to the property is to be free of all encumbrances or defects. Encumbrances to be discharged by Seller shall be paid from Seller's funds at the date of closing. Existing reservations, existing easements not inconsistent with Buyer's intended use, building or use restrictions general to the district, and building or zoning regulations or provisions shall not be deemed encumbrances or defects.

4. TITLE INSURANCE. Buyer authorizes Escrow Agent, at Buyer's expense, to apply for a preliminary commitment for a STANDARD form Buyer's policy of title insurance, with homeowner's additional protection and inflation protection endorsements, if applicable and available at no additional cost, to be issued by Jefferson Title Company. Said policy of title insurance shall be provided to Buyer at closing. Buyer should be aware that additional coverage may be available, if desired, at Buyer's expense. The preliminary commitment shall be delivered to Buyer as soon as practicable after Buyer and Seller have signed this Agreement. Said preliminary commitment, and title policy to be issued, shall contain no

exceptions other than those provided for in such standard form and encumbrances or defects noted in Paragraph 3 herein. If title cannot be made so insurable prior to the closing date called for herein, this Agreement shall be terminated and the earnest money shall be refunded to Buyer, less any costs incurred or advances made by Escrow Agent for Buyer, unless Buyer elects to waive such defects or encumbrances. Buyer shall conclusively be deemed to have accepted the condition of title unless Escrow Agent receives written notice of Buyer's objections within three (3) business days after the preliminary commitment for title insurance is made available to Buyer.

5. CONVEYANCE.

A. Title shall be conveyed by Statutory Warranty Deed, free of encumbrances except those as noted in Paragraph 3.

6. SELLER'S REPRESENTATIONS. Seller warrants: (a) that there is not a Condominium or Home Owner's fee and (b) that the property does not contain leased fixtures.

7. INCLUDED ITEMS. This agreement is for the sale of vacant land.

8. BOUNDARY LINE ADJUSTMENT (BLA). If required, Buyer will pay the costs of the BLA including the permit fees, recording fees and surveyor costs. Seller is responsible for any costs related to her mortgage holder's approval of the BLA and sale of a portion of her property.

9. CLOSING COSTS AND PRO-RATIONS. The cost of escrow shall be paid equally by Buyer and Seller. Seller shall pay the excise tax at closing. Taxes for the current year, rents, interest, Association or Homeowner's fees, water and other utility charges, if any, shall be pro-rated as of the date of closing unless otherwise agreed. Recording costs shall be paid by Buyer except those recording fees incurred to release encumbrances against the property, which shall be paid by Seller.

10. CLOSING OF SALE: With the understanding that TIME IS OF THE ESSENCE; the desired date of closing shall be on OR BEFORE December 31, 2024, but in any event NOT LATER THAN March 31, 2025, which shall also be the termination date of this agreement, unless extended in writing. Buyer and Seller shall deposit, when notified, without delay, in escrow with Jefferson Title Company all instruments and monies required to complete the transaction in accordance with this Agreement. Closing, for the purpose of this Agreement, is defined as the date that all documents are recorded, and the sale proceeds are available for disbursement. If prior to closing, improvements on said property shall be destroyed or substantially damaged by fire, human action, or other casualty, this Agreement, at the option of Buyer, shall become void.

11. POSSESSION: Buyer shall be entitled to possession on closing. Seller shall vacate and render the property free of garbage, junk, and other debris prior to closing. Seller agrees to execute the attached "Consent for Access to Property for Assessment", attached as Exhibit C.

12. DEFAULT: In the event of default by Buyer, it is agreed that the earnest money shall be forfeited as liquidated damages unless Seller elects to enforce this Agreement or seek damages for breach thereof. If the earnest money is forfeited as liquidated damages, said money shall, after deduction of expenses incurred by Escrow Agent on behalf of the principals, be distributed to Seller. In the event that Buyer, Seller or Escrow Agent shall commence proceedings or institute suit to enforce any rights hereunder, the prevailing party shall be entitled to costs and reasonable attorney's fees.

13. AGENCY DISCLOSURE:

At the signing of this Agreement, the Buyer warrants that it was not represented by an agent to which a commission is due as a result of this purchase. In the event a commission is due, unless caused by Seller, Buyer agrees to pay said commission.

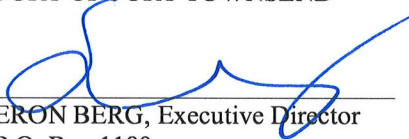
14. PROFESSIONAL ADVICE: It may be advisable for either or both parties to obtain legal, tax or other professional advice in connection with this transaction. The parties accept sole responsibility to seek such advice as they deem necessary.

15. AGREEMENT TO PURCHASE AND DISCLAIMER OF WARRANTIES: Buyer's decision to purchase is not based upon statements of fact by Seller concerning the property unless the facts stated have been either (a) included as contingencies for the purchase or (b) independently verified as true to the complete satisfaction of Buyer. Except for conditions and contingencies specifically noted elsewhere in this Agreement, BUYER ACCEPTS THE PROPERTY IN ITS PRESENT CONDITION, AS IS. SELLER MAKES NO REPRESENTATION AS TO THE ACCURACY OF LOT SIZE AND ADVISES BUYER TO VERIFY CORRECT LOT SIZE TO ITS OWN SATISFACTION. THERE HAVE BEEN NO VERBAL OR OTHER AGREEMENTS WHICH MODIFY OR AFFECT THIS AGREEMENT. THIS AGREEMENT CONSTITUTES THE FULL UNDERSTANDING BETWEEN SELLER AND BUYER.

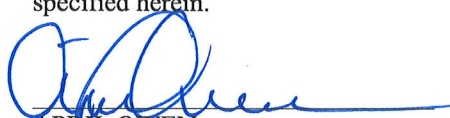
16. SURVIVES CLOSING: All statements, representations and warranties by either Buyer or Seller as stated herein shall survive closing; Paragraph 1 of this Agreement survives closing.

17. BUYER'S ACCEPTANCE: Buyer offers to purchase the above property on the above terms and conditions, *provided* that this agreement shall require ratification by the Port of Port Townsend Commission and the date of ratification shall be the date of this agreement.

PORT OF PORT TOWNSEND

  
\_\_\_\_\_  
ERON BERG, Executive Director 9/3/2024  
P.O. Box 1180  
Port Townsend, WA 98368  
[eron@portofpt.com](mailto:eron@portofpt.com)  
360-316-6013

18. SELLER'S ACCEPTANCE: Seller agrees to sell the property on the terms and conditions specified herein.

  
\_\_\_\_\_  
APRIL OWEN 9/3/2024  
714 Four Corners Road  
Port Townsend, WA 98368  
[ubaomama@gmail.com](mailto:ubaomama@gmail.com)  
360-643-3991

Port Commission ratification: \_\_\_\_\_  
Date

**Exhibit A**

The East  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 33, Township 30 North, Range 1 West, W.M., in Jefferson County, Washington, lying Southerly of Four Corners Road;

EXCEPT therefrom the West 100.00 feet;

ALSO EXCEPT therefrom the East 200 feet of the North 435.6 feet of the West 332 feet;

TOGETHER WITH the following described parcel:

That portion of the East  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 33, Township 30 North, Range 1 West, W.M., Jefferson County, Washington described as follows:

Commencing at the East  $\frac{1}{4}$  corner of said Section 33;  
thence North  $88^{\circ}16'00''$  West along the North line of the Southeast  $\frac{1}{4}$  of said Section 33 for a distance of 1,685.61 feet to the Point of Beginning;  
thence continuing North  $88^{\circ}16'00''$  West along the North line of the Southeast  $\frac{1}{4}$  of said Section 33 for a distance of 292.30 feet to the Northwest corner of tract conveyed to Charles E. Rogers and Roxie D. Rogers by deed recorded under Volume 416 of Deeds, page 333, Auditor's File No. 360893, records of Jefferson County, Washington;  
thence South  $1^{\circ}27'19''$  West along the West line of said tract for a distance of 471.69 feet to the Northerly right-of-way line of Four Corners Road;  
thence Southeasterly along said Northerly right-of-way along a curve to the right whose radial bearing bears South  $13^{\circ}43'00''$  West, having a radius of 5,783.70 feet and a central angle of  $2^{\circ}58'53''$  for a distance of 300.96 feet;  
thence North  $1^{\circ}27'19''$  East parallel with the West line of said tract for a distance of 541.80 feet to the Point of Beginning.

Situate in the County of Jefferson, State of Washington.

Exhibit B



Exhibit C

**CONSENT FOR ACCESS TO PROPERTY FOR ASSESSMENT**

Property Owner: April Owen

Legal Description: See Exhibit A, attached

Port of Port Townsend, a Washington Special Purpose District (Port), has entered into a Purchase & Sale Agreement to purchase approximately 3.42 acres of Parcel 001334004 located north of Four Corners Road as described above. I, the undersigned, am the owner, their representative, or otherwise control the property at this location.


I hereby give my consent to employees and authorized representatives of the Port to enter and have access to the property described herein. Access is granted to complete as assessment of the property, which may include but are not limited to the following activities:

1. Meet with site owners or representatives;
2. Conduct a visual inspection;
3. Collect surface soil, subsurface soil, groundwater, and or soil vapor samples;
4. Take photographs of relevant site conditions; and
5. Conduct other actions (e.g. ground-penetrating radar surveying, utility location, etc.) related to the investigation of contamination.

This consent for access shall terminate at the expiration of the Purchase and Sale Agreement between the parties dated September 3, 2024.

Both the Property Owner and the Port shall each defend, protect, and hold harmless the other party from and against all claims, suits or actions arising from the negligent acts or omissions of its employees and/or authorized representatives while performing under the terms of this Access Agreement.

DATED September 3, 2024:

  
April Owen

**EARNEST MONEY PROMISSORY NOTE**

\$1,000

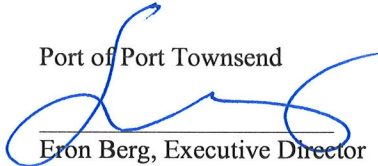
SEPTEMBER 3, 2024

Port Townsend, Washington

FOR VALUE RECEIVED, the Port of Port Townsend, a Washington Special Purpose District, hereinafter "Maker" promises to pay to First American Title Company of Jefferson County, hereinafter "Holder", the principal sum of one thousand Dollars (\$1,000), as earnest money, in accordance with the terms and conditions of the Real Estate Purchase and Sale Agreement with Earnest Money Provision between the Port of Port Townsend as buyer and April Owen as seller.

1. **DUE DATE:** The entire balance of this shall be due and payable within twenty one days of a written request from First American Title Company of Jefferson County.

Port of Port Townsend



Eron Berg, Executive Director

Maker's address for all notices given by Holder under this Note: P.O. Box 1180, Port Townsend, WA 98368

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# PORT OF PORT TOWNSEND

## AGENDA COVER SHEET

<b>MEETING DATE</b>	September 11, 2024
<b>AGENDA ITEM</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> 1 <sup>st</sup> Reading <input type="checkbox"/> 2 <sup>nd</sup> Reading <input checked="" type="checkbox"/> Regular Business <input type="checkbox"/> Informational
<b>AGENDA TITLE</b>	IV. H. Authorize the Port's Executive Director to Accept the Completion of the Point Hudson Breakwater Construction Project
<b>STAFF LEAD</b>	Matt Klontz, Director of Capital Projects and Port Engineer
<b>REQUESTED</b>	<input type="checkbox"/> Information <input checked="" type="checkbox"/> Motion/Action <input type="checkbox"/> Discussion
<b>ATTACHMENTS</b>	<ol style="list-style-type: none"> <li>1. Informational Memo</li> <li>2. Final Contract Voucher Certificate</li> <li>3. Final Pay Estimate</li> <li>4. EDA Final Acceptance Report</li> </ol>

If adopted as part of the consent agenda, no further action is needed.

Alternative action: Remove from consent for discussion and Move to Authorize the Executive Director to Accept the Completion of the Point Hudson Breakwater Construction Project



# PORT OF PORT TOWNSEND INFORMATIONAL MEMO

**DATE:** 9/11/2024  
**TO:** Commissioners  
**FROM:** Matt Klontz  
**CC:** Eron Berg, Eric Toews, Connie Anderson  
**SUBJECT:** Final Acceptance: for  
Point Hudson Breakwater Replacement Project  
Project No:

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## **ISSUE**

Should the Port Commission authorize the Port's Executive Director to formally accept the completion of the Point Hudson Breakwater Replacement project?

## **BACKGROUND**

The Point Hudson breakwater replacement construction has been completed after two consecutive construction seasons.

## **DISCUSSION**

Orion Marine Constructors completed all physical construction work on July 10, 2024. A final inspection of the work was conducted on July 31, 2024, to verify that all work items were completed.

## **FISCAL IMPACT**

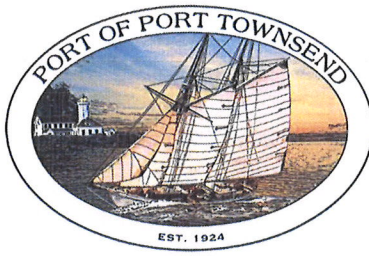
The total construction cost for the project was \$11,122,322.31.

## **ATTACHMENTS.**

1. Final Contract Voucher Certificate
2. Final Pay Estimate
3. EDA Final Acceptance Report

## **RECOMMENDATION**

It is recommended that the Port Commission move to authorize the Port's Executive Director to accept the completion of the Point Hudson Breakwater Construction project.



**FINAL CONTRACT VOUCHER CERTIFICATE**

CONTRACTOR: Orion Marine Contractors, Inc

ADDRESS: 1112 E. Alexander Avenue

CITY: Tacoma STATE: WA ZIP CODE: 98421 DATE: 08/05/2024

**Point Hudson Breakwater Replacement**

Project Number:  
**PH-01-001**

Federal Aid Project Number:  
**07-79-07224**

DATE WORK PHYSICALLY COMPLETED: July 10, 2024 FINAL AMOUNT: 11,122,322.31

**CONTRACTOR'S CERTIFICATION**

I, The undersigned, having first been duly sworn, certify that I am authorized to sign for the claimant; that in connection with the work performed and to the best of my knowledge no loan, gratuity or gift in any form whatsoever has been extended to any employee of the Port of Port Townsend nor have I rented or purchased any equipment or materials from any employee of Port of Port Townsend; I further certify that the attached final estimate is a true and correct statement showing all the monies due me from the Port of Port Townsend for work performed and material furnished under this contract; that I have carefully examined said final estimate and understand the same and that I hereby release the Port of Port Townsend from any and all claims of whatsoever nature which I may have, arising out of the performance of said contract, which are not set forth in said estimate.

**Notary Public  
State of Washington  
Maria Harris  
Commission No. 21025601  
Commission Expires 07-19-25**

X *Brian Master*  
Contractor Authorized Signature Required  
Brian Master  
Printed Signature Name

Subscribed and sworn to before me this 6<sup>th</sup> day of August 20 24

X *Maria Harris* Notary Public in and for the State of WA,  
Notary Signature  
residing at Pierce County

**PORT OF PORT TOWNSEND CERTIFICATION**

I, certify the attached final estimate to be based upon actual measurements, and to be true and correct.

X *[Signature]* Capital Projects Director  
8/16/24  
Approved Date

Executive Director hereby accepts the completed contract pursuant to Section 1-05.12 of the Contract Provisions.

X \_\_\_\_\_  
Executive Director Signature Date of Acceptance

Contractor Claims, if any, must be included and the Contractor's Certification must be labeled indicating a claim attached.

**APPLICATION AND CERTIFICATE FOR PAYMENT**

TO OWNER: Port of Port Townsend Contract No. PH-01-001  
 Port Administration Office  
 2701 Jefferson St, Port Townsend, WA 98368

FROM CONTRACTOR: Orion Marine Contractors, Inc.  
 1112 E. Alexander Avenue  
 Tacoma, WA 98421

AIA DOCUMENT G702

APPLICATION NO. 19 - FINAL  
 APPLICATION DATE: 07/01/24  
 PERIOD TO: 07/31/24  
 CONTRACTOR PROJECT #: 09P00223

Distribution to:  
 OWNER  
 ENGINEER  
 CONTRACTOR

CONTRACT DATE: 08/05/22

CONTRACT FOR: Pt Hudson Breakwater Replacement

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application us made for payment, as shown below, in connection with the contract.

1. ORIGINAL CONTRACT SUM.....		\$10,662,321.18
2. Net change by Change Orders 1 thru 24.....	\$	786,495.02
3. Net change by Change Order 25 "Quantity Reconciliation".....	\$	(327,871.14)
4. Net change by Sales Tax Increase Effective April 2024.....	\$	1,377.25
5. FINAL CONTRACT AMOUNT (Line 1 thru 4).....		<u>\$11,122,322.31</u>
6. TOTAL SUM FOR COMPLETED WORK.....	\$	10,193,350.19
7. Total WSST Paid @ 9.1%.....	\$	927,594.87
8. Total additional WSST Paid for 0.3% Increase in April 2024.....	\$	1,377.25
9. TOTAL PAID COMPLETE WORK INCL. WSST.....	\$	<u>11,122,322.31</u>
12. TOTAL RETAINAGE (5%) WITHHELD: (Retainage Bond Provided).....	\$	-
11. WORK COMPLETED THIS PERIOD.....	\$	-
12. TOTAL PAYMENT DUE FINAL PAY ESTIMATE.....	\$	<u>-</u>

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due. Contractor certifies and attests that all payment by the Contractor due to Subcontractors or Suppliers from the last payment estimate have been made within ten (10) calendar days payment period. Contractor certifies and attests that the Contractor will make payment within ten (10) calendar days of all obligations due from the current payment estimate. Contractor is required to receive the same certification from all Subcontractors and Suppliers at all tiers.

CONTRACTOR: ORION MARINE CONTRACTORS INC.

BY: \_\_\_\_\_ Date: 8/6/24

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED. (Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

OWNER: PORT OF PORT TOWNSEND

BY: \_\_\_\_\_ Date: 8/6/24

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



Company Name: Orion Marine Contractors, Inc.  
 Customer Name: Port of Port Townsend  
 Project Description: Pt Hudson Breakwater Replacement  
 Project Number: PH-01-001

Internal Project Number: 09P00223

ITEM NO.	DESCRIPTION OF ITEM	U/M	Unit Price	Customer Acknowledged Contract Amount						Work Completed											
				Original		Change Orders		Total		Previous*			This Period			To Date			To Complete		
				Units	\$	Units	\$	Units	\$	Units	\$	%	Units	\$	%	Units	\$	%	Units	\$	%
<b>NORTH BREAKWATER</b>																					
N1	MOBILIZATION / DEMOBILIZATION	LS	\$525,000.00	1	\$525,000.00			1.00	\$525,000.00	1.00	\$525,000.00	100%	0.00	\$0.00	0%	1.00	\$525,000.00	100.0%	0.00	\$0.00	0.0%
N2	DEMO - MATERIAL REMOVAL AND DISPOSAL	LS	\$600,000.00	1	\$600,000.00		\$0.00	1.00	\$600,000.00	1.00	\$600,000.00	100%	0.00	\$0.00	0%	1.00	\$600,000.00	100.0%	0.00	\$0.00	0.0%
N3	DEMO - PILE AND STRUCTURE REMOVAL AND DISPOSAL	TON	\$500.00	480	\$240,000.00	(220.20)	-\$110,100.00	259.80	\$129,900.00	259.80	\$129,900.00	54%	0.00	\$0.00	0%	259.80	\$129,900.00	54.1%	0.00	\$0.00	0.0%
N4	CONSTRUCTION SURVEYING	LS	\$95,000.00	1	\$95,000.00		\$0.00	1.00	\$95,000.00	1.00	\$95,000.00	100%	0.00	\$0.00	0%	1.00	\$95,000.00	100.0%	0.00	\$0.00	0.0%
N5	ENVIRONMENTAL PROTECTION AND SITE RESTORATION	LS	\$30,000.00	1	\$30,000.00		\$0.00	1.00	\$30,000.00	1.00	\$30,000.00	100%	0.00	\$0.00	0%	1.00	\$30,000.00	100.0%	0.00	\$0.00	0.0%
N6	12.75" DIA. STEEL PIPE PILE	EA	\$8,500.00	178	\$1,513,000.00		\$0.00	178.00	\$1,513,000.00	178.00	\$1,513,000.00	100%	0.00	\$0.00	0%	178.00	\$1,513,000.00	100.0%	0.00	\$0.00	0.0%
N7	WALERS AND TIE RODS	LS	\$215,000.00	1	\$215,000.00		\$0.00	1.00	\$215,000.00	1.00	\$215,000.00	100%	0.00	\$0.00	0%	1.00	\$215,000.00	100.0%	0.00	\$0.00	0.0%
N8	ARMOR STONE	TON	\$140.00	4550	\$637,000.00	(922.57)	-\$129,159.80	3,627.43	\$507,840.20	3,627.43	\$507,840.20	80%	0.00	\$0.00	0%	3,627.43	\$507,840.20	79.7%	0.00	\$0.00	0.0%
N9	SHORELINE PROTECTION STONE	TON	\$140.00	110	\$15,400.00	43.01	\$6,021.40	153.01	\$21,421.40	153.01	\$21,421.40	139%	0.00	\$0.00	0%	153.01	\$21,421.40	139.1%	0.00	\$0.00	0.0%
N10	BEDDING STONE	TON	\$100.00	840	\$84,000.00	169.81	\$16,981.00	1,009.81	\$100,981.00	1,009.81	\$100,981.00	120%	0.00	\$0.00	0%	1,009.81	\$100,981.00	120.2%	0.00	\$0.00	0.0%
N11	BEACH COMPATIBLE MATERIAL	TON	\$120.00	420	\$50,400.00	30.04	\$3,604.80	450.04	\$54,004.80	450.04	\$54,004.80	107%	0.00	\$0.00	0%	450.04	\$54,004.80	107.2%	0.00	\$0.00	0.0%
N12	NAVIGATION AIDS AND SIGNS	LS	\$8,000.00	1	\$8,000.00		\$0.00	1.00	\$8,000.00	1.00	\$8,000.00	100%	0.00	\$0.00	0%	1.00	\$8,000.00	100.0%	0.00	\$0.00	0.0%
N13	HABITAT ROCK NURSERY	LS	\$50,000.00	1	\$50,000.00		\$0.00	1.00	\$50,000.00	1.00	\$50,000.00	100%	0.00	\$0.00	0%	1.00	\$50,000.00	100.0%	0.00	\$0.00	0.0%
<b>SOUTH BREAKWATER</b>																					
S1	MOBILIZATION / DEMOBILIZATION	LS	\$525,000.00	1	\$525,000.00		\$0.00	1.00	\$525,000.00	1.00	\$525,000.00	100%	0.00	\$0.00	0%	1.00	\$525,000.00	100.0%	0.00	\$0.00	0.0%
S2	DEMO - MATERIAL REMOVAL AND DISPOSAL	LS	\$950,000.00	1	\$950,000.00		\$0.00	1.00	\$950,000.00	1.00	\$950,000.00	100%	0.00	\$0.00	0%	1.00	\$950,000.00	100.0%	0.00	\$0.00	0.0%
S3	DEMO - PILE AND STRUCTURE REMOVAL AND DISPOSAL	TON	\$550.00	630	\$346,500.00	(205.37)	-\$112,953.50	424.63	\$233,546.50	424.63	\$233,546.50	67%	0.00	\$0.00	0%	424.63	\$233,546.50	67.4%	0.00	\$0.00	0.0%
S4	CONSTRUCTION SURVEYING	LS	\$95,000.00	1	\$95,000.00		\$0.00	1.00	\$95,000.00	1.00	\$95,000.00	100%	0.00	\$0.00	0%	1.00	\$95,000.00	100.0%	0.00	\$0.00	0.0%
S5	ENVIRONMENTAL PROTECTION AND SITE RESTORATION	LS	\$30,000.00	1	\$30,000.00		\$0.00	1.00	\$30,000.00	1.00	\$30,000.00	100%	0.00	\$0.00	0%	1.00	\$30,000.00	100.0%	0.00	\$0.00	0.0%
S6	TEMPORARY SHORING	LS	\$90,000.00	1	\$90,000.00		\$0.00	1.00	\$90,000.00	1.00	\$90,000.00	100%	0.00	\$0.00	0%	1.00	\$90,000.00	100.0%	0.00	\$0.00	0.0%
S7	12.75" DIA. STEEL PIPE PILE	EA	\$8,500.00	148	\$1,258,000.00		\$0.00	148.00	\$1,258,000.00	148.00	\$1,258,000.00	100%	0.00	\$0.00	0%	148.00	\$1,258,000.00	100.0%	0.00	\$0.00	0.0%
S8	16" DIA. STEEL PIPE PILE	EA	\$12,000.00	39	\$468,000.00		\$0.00	39.00	\$468,000.00	39.00	\$468,000.00	100%	0.00	\$0.00	0%	39.00	\$468,000.00	100.0%	0.00	\$0.00	0.0%
S9	WALERS AND TIE RODS	LS	\$215,000.00	1	\$215,000.00		\$0.00	1.00	\$215,000.00	1.00	\$215,000.00	100%	0.00	\$0.00	0%	1.00	\$215,000.00	100.0%	0.00	\$0.00	0.0%
S10	GEOTEXTILE FABRIC	SY	\$8.00	760	\$6,080.00		\$0.00	760.00	\$6,080.00	760.00	\$6,080.00	100%	0.00	\$0.00	0%	760.00	\$6,080.00	100.0%	0.00	\$0.00	0.0%
S11	ARMOR STONE	TON	\$140.00	4970	\$695,800.00	(267.04)	-\$37,385.60	4,702.96	\$658,414.40	4,702.96	\$658,414.40	95%	0.00	\$0.00	0%	4,702.96	\$658,414.40	94.6%	0.00	\$0.00	0.0%
S12	SHORELINE PROTECTION STONE	TON	\$140.00	180	\$25,200.00	(25.31)	-\$3,543.40	154.69	\$21,656.60	154.69	\$21,656.60	86%	0.00	\$0.00	0%	154.69	\$21,656.60	85.9%	0.00	\$0.00	0.0%
S13	BEDDING STONE	TON	\$100.00	1830	\$183,000.00	544.40	\$54,440.00	2,374.40	\$237,440.00	2,374.40	\$237,440.00	130%	0.00	\$0.00	0%	2,374.40	\$237,440.00	129.7%	0.00	\$0.00	0.0%
S14	BEACH COMPATIBLE MATERIAL	TON	\$120.00	440	\$52,800.00	63.73	\$7,647.60	503.73	\$60,447.60	503.73	\$60,447.60	114%	0.00	\$0.00	0%	503.73	\$60,447.60	114.5%	0.00	\$0.00	0.0%
S15	REVTMENT STONE	TON	\$120.00	390	\$46,800.00	32.70	\$3,924.00	422.70	\$50,724.00	422.70	\$50,724.00	108%	0.00	\$0.00	0%	422.70	\$50,724.00	108.4%	0.00	\$0.00	0.0%
S16	NAVIGATION AIDS AND SIGNS	LS	\$8,000.00	1	\$8,000.00		\$0.00	1.00	\$8,000.00	1.00	\$8,000.00	100%	0.00	\$0.00	0%	1.00	\$8,000.00	100.0%	0.00	\$0.00	0.0%
<b>TIMBER WALKWAY</b>																					
W1	TIMBER WALKWAY	LS	\$350,000.00	1	\$350,000.00		\$0.00	1.00	\$350,000.00	1.00	\$350,000.00	100%	0.00	\$0.00	0%	1.00	\$350,000.00	100.0%	0.00	\$0.00	0.0%
<b>ALUMINUM ANODES</b>																					
A1	ALUMINUM ANODES	EA	\$1,000.00	365	\$365,000.00		\$0.00	365.00	\$365,000.00	365.00	\$365,000.00	100%	0.00	\$0.00	0%	365.00	\$365,000.00	100.0%	0.00	\$0.00	0.0%
<b>CHANGE ORDERS</b>																					
CO1	REVISED 12.75" PILE WALL THICKNESS	LS	\$502,874.56	1	\$502,874.56		\$502,874.56	1.00	\$502,874.56	1.00	\$502,874.56	100%	0.00	\$0.00	0%	1.00	\$502,874.56	100.0%	0.00	\$0.00	0.0%
CO2	PILE SHOE CREDIT	LS	-\$20,000.00	1	-\$20,000.00		-\$20,000.00	1.00	-\$20,000.00	1.00	-\$20,000.00	100%	0.00	\$0.00	0%	1.00	-\$20,000.00	100.0%	0.00	\$0.00	0.0%
CO3	SATURDAY WORK HOURS	LS	\$0.00	1	\$0.00		\$0.00	1.00	\$0.00	1.00	\$0.00	100%	1.00	\$0.00	100%	2.00	\$0.00	200.0%	(1.00)	\$0.00	-100.0%
CO4	N3 - QUANTITY UNDERRUN UNIT RATE ADJUSTMENT	TN	\$192.84	259.80	\$50,099.83		\$50,099.83	259.80	\$50,099.83	259.80	\$50,099.83	100%	0.00	\$0.00	0%	259.80	\$50,099.83	100.0%	0.00	\$0.00	0.0%
CO5	ADDITIONAL NAVIGATIONAL AIDS	LS	\$15,359.41	1.00	\$15,359.41		\$15,359.41	1.00	\$15,359.41	1.00	\$15,359.41	100%	0.00	\$0.00	0%	1.00	\$15,359.41	100.0%	0.00	\$0.00	0.0%
CO6	PERMIT EXPENSE CREDIT	LS	-\$303.76	1.00	-\$303.76		-\$303.76	1.00	-\$303.76	1.00	-\$303.76	100%	0.00	\$0.00	0%	1.00	-\$303.76	100.0%	0.00	\$0.00	0.0%
CO7	EARLY CONTAINMENT BOOM	LS	\$0.00	1.00	\$0.00		\$0.00	1.00	\$0.00	1.00	\$0.00	100%	0.00	\$0.00	0%	1.00	\$0.00	100.0%	0.00	\$0.00	0.0%
CO8	HD38B BRACKETS	LS	\$3,807.87	1.00	\$3,807.87		\$3,807.87	1.00	\$3,807.87	1.00	\$3,807.87	100%	0.00	\$0.00	0%	1.00	\$3,807.87	100.0%	0.00	\$0.00	0.0%
CO9	SUNDAY WORK ON 12-17	LS	\$0.00	0.00	\$0.00		\$0.00	0.00	\$0.00	1.00	\$0.00	100%	0.00	\$0.00	0%	0.00	\$0.00	100.0%	0.00	\$0.00	0.0%
CO10	ADDITIONAL SHORELINE WORK/PERMIT EXTENSION	LS	\$1,870.28	1.00	\$1,870.28		\$1,870.28	1.00	\$1,870.28	1.00	\$1,870.28	100%	0.00	\$0.00	0%	1.00	\$1,870.28	100.0%	0.00	\$0.00	0.0%
CO11	TOPPING THE NORTH BREAKWATER	LS	\$59,349.10	1.00	\$59,349.10		\$59,349.10	1.00	\$59,349.10	1.00	\$59,349.10	100%	0.00	\$0.00	0%	1.00	\$59,349.10	100.0%	0.00	\$0.00	0.0%
CO12	TIME EXTENSION FEB 15	LS	\$0.00	1.00	\$0.00		\$0.00	1.00	\$0.00	1.00	\$0.00	100%	0.00	\$0.00	0%	1.00	\$0.00	100.0%	0.00	\$0.00	0.0%
CO13	REINFORCE END OF SOUTH BREAKWATER	LS	\$3,032.55	1.00	\$3,032.55		\$3,032.55	1.00	\$3,032.55	1.00	\$3,032.55	100%	0.00	\$0.00	0%	1.00	\$3,032.55	100.0%	0.00	\$0.00	0.0%
CO14	REPLACE DAMAGED PILE CONES & MOVE XTRA ROCK	LS	\$6,852.48	1.00	\$6,852.48		\$6,852.48	1.00	\$6,852.48	1.00	\$6,852.48	100%	0.00	\$0.00	0%	1.00	\$6,852.48	100.0%	0.00	\$0.00	0.0%
CO15	CUTOFF EXCESS TIE RODS	LS	\$544.00	1.00	\$544.00		\$544.00	1.00	\$544.00	1.00	\$544.00	100%	0.00	\$0.00	0%	1.00	\$544.00	100.0%	0.00	\$0.00	0.0%
CO16	LONGER TOP RAIL SCREWS	LS	\$2,631.95	1.00	\$2,631.95		\$2,631.95	1.00	\$2,631.95	1.00	\$2,631.95	100%	0.00	\$0.00	0%	1.00	\$2,631.95	100.0%	0.00	\$0.00	0.0%
CO17	CUT & CAP CREO PILES OUTSIDE WORK LIMITS	LS	\$9,696.57	1.00	\$9,696.57		\$9,696.57	1.00	\$9,696.57	1.00	\$9,696.57	100%	0.00	\$0.00	0%	1.00	\$9,696.57	100.0%	0.00	\$0.00	0.0%
CO18	MON																				



## ECONOMIC DEVELOPMENT ADMINISTRATION FINAL ACCEPTANCE REPORT

EDA Award Number: \_\_\_\_\_ Date: \_\_\_\_\_

Recipient: \_\_\_\_\_

Co-Recipient(s): \_\_\_\_\_

Recipient's Authorized Representative: \_\_\_\_\_

*Name & Phone Number*

Contract # \_\_\_\_\_ of \_\_\_\_\_ Contracts Contract Award Date: \_\_\_\_\_

Project/Contract Description: \_\_\_\_\_

The following representatives were present during the final inspection (include Name/Title):

Owner: \_\_\_\_\_

Architect/Engineer: \_\_\_\_\_

Contractor: \_\_\_\_\_

EDA Representative (if applicable): \_\_\_\_\_

Other: \_\_\_\_\_

RECITAL: The work performed under this contract was inspected on \_\_\_\_\_ (date) for the purpose of determining acceptability of construction. The Date of Acceptance is hereby established as \_\_\_\_\_.

The "Date of Acceptance" is the date which the Owner may occupy and/or use the facility for the purpose for which it is intended in accordance with the contract documents and all work for the facility has been completed with the exception of minor cleanup and minor corrective action as shown in the Architect/Engineer's list made during the final inspection.

\_\_\_\_\_  
Architect/Engineer (Print)                      Architect/Engineer (Signature)                      Date

The Contractor agrees that the Date of Acceptance is also the date of commencement of all warranties required by the contract documents and that he/she (the Contractor) has released all liens on the project, including material, men and mechanics liens or others filed by the Contractor. The Contractor will complete the work on the Architect/Engineer's list of minor cleanup and corrective work within \_\_\_\_\_ days of the Date of Acceptance.

\_\_\_\_\_  
Contractor (Print)                      Contractor Signature                      Date

The Owner accepts the work as complete/substantially complete and will assume full possession thereof on \_\_\_\_\_ (date).

\_\_\_\_\_  
Owner (Print)                      Owner Signature                      Date

# PORT OF PORT TOWNSEND

## AGENDA COVER SHEET

<b>MEETING DATE</b>	September 11, 2024
<b>AGENDA ITEM</b>	<input type="checkbox"/> Consent <input type="checkbox"/> 1 <sup>st</sup> Reading <input type="checkbox"/> 2 <sup>nd</sup> Reading <input checked="" type="checkbox"/> Regular Business <input type="checkbox"/> Informational
<b>AGENDA TITLE</b>	VII. A. 2024 July Year-to-Date Financials
<b>STAFF LEAD</b>	Connie Anderson, Director of Finance & Administration
<b>REQUESTED</b>	<input checked="" type="checkbox"/> Information <input type="checkbox"/> Motion/Action <input checked="" type="checkbox"/> Discussion
<b>ATTACHMENTS</b>	<ol style="list-style-type: none"> <li>1. July 2024 Consolidated Financial Report</li> <li>2. July 2024 Informational Memo, July Financial Report</li> <li>3. July 2024 YTD Capital Project Expense Report</li> <li>4. July Detailed Financial Report</li> </ol>

**Port of Port Townsend**  
**2024 Summary of Fund Resources & Uses with Comparison to Prior Year and Budget**

	YTD July 2023	YTD July 2024	Variance to prior year	YTD Budget 2024	2024 Budget	% of Budget
<b>OPERATING REVENUES</b>	<b>58%</b>	<b>58%</b>				
Boat Haven Moorage	1,208,726	1,261,022	52,296	1,245,923	2,152,587	59%
Work Yard Operations	1,187,464	1,138,251	(49,213)	1,207,322	1,990,719	57%
Ship Yard Operations	549,753	518,399	(31,355)	570,740	951,922	54%
Boat Haven Properties	583,874	652,479	68,604	611,973	1,050,151	62%
Point Hudson Properties	307,745	320,781	13,036	312,001	534,590	60%
Pt. Hudson Marina & RV Park	688,806	667,051	(21,755)	837,037	1,180,683	56%
Quilcene Marina & Prop	116,284	108,857	(7,427)	114,374	188,558	58%
Launch Ramps	28,753	26,851	(1,902)	30,435	48,909	55%
Jeff Co Intl Airport	115,056	126,302	11,246	124,914	214,715	59%
<b>Total Operating Revenues</b>	<b>4,786,460</b>	<b>4,819,993</b>	<b>33,533</b>	<b>5,054,718</b>	<b>8,312,834</b>	<b>58%</b>
<b>OPERATING EXPENDITURES</b>						
Salaries & Wages	1,612,438	1,988,981	376,542	1,802,198	3,120,651	64%
Payroll Taxes	186,607	227,917	41,310	192,728	330,789	69%
Employee Benefits	517,048	586,541	69,493	483,985	834,785	70%
Uniform Expense	5,952	10,811	4,859	7,145	12,135	89%
Contract Services	237,304	178,767	(58,537)	215,851	361,474	49%
Legal & Auditing	26,602	40,442	13,839	28,490	83,826	48%
Insurance	1,078	17,211	16,133	11,627	517,513	3%
Facilities & Operations	529,035	636,046	107,011	535,175	916,497	69%
Utilities	393,906	375,780	(18,125)	385,116	662,851	57%
Marketing	63,884	49,956	(13,928)	53,539	94,545	53%
Economic Development	30,045	20,600	(9,445)	48,750	67,000	31%
Travel & Training	7,141	17,499	10,358	20,841	38,028	46%
Community Relations	10,149	29,137	18,988	29,000	53,000	55%
<b>Total Operating Expenditures</b>	<b>3,621,189</b>	<b>4,179,688</b>	<b>558,499</b>	<b>3,814,445</b>	<b>7,093,094</b>	<b>59%</b>
<b>Net Operating Income (Expense)</b>	<b>1,165,271</b>	<b>640,305</b>	<b>(524,966)</b>	<b>1,240,274</b>	<b>1,219,740</b>	<b>52%</b>
<b>Other Increases in Fund Resources</b>						
(Incr.)/Decr. In Accounts Receivable	37,781	56,695	18,914	-	-	-
Deposits & Retainage Collected	50,422	63,107	12,685	48,117	80,254	79%
Taxes Collected	441,784	456,937	15,153	436,296	751,901	61%
Capital Contributions/Grants	6,206,604	3,189,010	(3,017,594)	1,726,800	2,687,054	119%
Debt Proceeds - Line of Credit	(423,734)	1,230,295	1,654,029	-	-	-
Interest	282,834	348,467	65,633	171,057	297,952	117%
Property & other taxes	2,432,045	2,287,579	(144,466)	2,080,988	3,847,561	59%
Misc Other Incr. in Fund Resources	182,025	54,146	(127,879)	42,935	57,053	95%
<b>Total Other Incr. in Fund Resources</b>	<b>9,209,762</b>	<b>7,686,236</b>	<b>(1,523,526)</b>	<b>4,506,193</b>	<b>7,721,775</b>	<b>100%</b>
<b>Other Decr. In Fund Resources</b>						
Deposits & Retainage Paid	23,509	44,581	21,072	15,398	26,198	170%
Taxes Remitted	537,454	551,268	13,813	529,130	743,923	74%
Debt Principal & Interest	613,275	543,821	(69,454)	604,781	1,020,788	53%
Project Expenses	(1,794,193)	4,177,384	5,971,577	3,979,500	6,822,000	61%
Equipment & Vehicles	182,376	1,061,654	879,278	200,000	245,000	433%
Debt Mgmt, Issuance & Misc Exp	49,977	676	(49,301)	12,850	14,950	5%
Election Expense	-	47,331	47,331	-	15,500	305%
<b>Total Other Decr. In Fund Resources</b>	<b>(569,978)</b>	<b>6,426,715</b>	<b>5,935,038</b>	<b>5,141,659</b>	<b>8,643,359</b>	<b>74%</b>
<b>Incr. (Decr.) in Other Fund Resources</b>	<b>9,779,740</b>	<b>1,259,521</b>	<b>(7,458,565)</b>	<b>(635,466)</b>	<b>(921,584)</b>	<b>-137%</b>
<b>Change in Cash - Increase/(Decrease)</b>	<b>10,945,011</b>	<b>1,899,826</b>	<b>(7,983,531)</b>	<b>604,808</b>	<b>298,156</b>	<b>637%</b>



# PORT OF PORT TOWNSEND

## INFORMATIONAL MEMO

**DATE:** 9/11/2024  
**TO:** Commission, Executive Staff  
**FROM:** Connie Anderson, Director of Finance & Administration  
**SUBJECT:** YTD July 2024 Financial Report

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Attached is the YTD July 2024 financial report on Port activities. This consolidated report shows the variance between the current period as compared to the prior year (July 2023) and the % of budget for 2024.

### Notes to the Financials:

#### Revenues

Revenues remain stable, coming in year over year comparable to 2023. Overall operating revenues have increased \$33,533 compared to July 2023 and totaled \$4,819,993. Revenues are on target at 58% of the 2024 budget.

#### Expenses

Overall, the YTD expenditures are reported at 59% of the operating budget, on target for the 2024 budget. The operating expenses have increased by \$558,499 compared to July 2023 and totaled \$4,179,688.

Annual insurance premiums are due in August and September, so a spike in operating expenses is anticipated to cover these costs. In the coming months, capital project expenditures will be allocated as staff focus on capital projects during the peak summer season. This will reduce operating expenditures and will reflect the Port's focus on Port-Wide capital projects and deferred maintenance projects.

#### Net Operating Income (NOI)

Net operating income is 52% of the 2024 budget, trending down compared to July 2023 as well as the 2024 budget plan.

#### Other Increases and Decreases in Fund Resources

Capital project work is well underway around the Port. Details are included in the 2024 YTD Capital Project Expense report. Overall, YTD July 2024 capital project and equipment expenses are \$5.2m or 45% of the total 2024 capital budget. Additional funding has been secured since the 2024 budget was adopted in November 2023 and the resources are reflected in the notes below the Capital Project Expense report.

Grant reimbursements YTD July 2024 are \$3.1m. This includes the \$1,054,581 grant reimbursements from EDA and RCO in July for the Jetty project. One final reimbursement request will be made to EDA in early Fall after the final close out of the Jetty project. The anticipated request is estimated to be around \$1.2m.

The construction of the 300-ton variable width travel lift began in April 2024. The initial down payment of \$988k was sent to Kendrick Equipment and the second installment payment of \$706k is due in August; estimated completion is targeted for May 2025. An EDA grant has been obtained to cover 80% of the original estimated cost. Reimbursement for 80% of installment payments #1 and #2 is anticipated in the Fall.

The 2021 Line of Credit has been used to bridge the gap between capital project costs incurred and reimbursement is received from the granting agency. The line of credit is available for this purpose until March 2027. The semi-annual payment is due in September.

Account receivables are reported at \$56k. This represents operational invoices generated, but not yet received.

Property tax receipts along with other governmental tax revenues have been received for \$688k regular operating tax levy and \$1.6m for the IDD tax levy. Interest revenues remain strong. As of June 30, the Port has earned \$331k in interest income with an average interest rate of 5.411%.

The overall change in cash position compared to 2023 has increased by \$1.86m. This is primarily due to the timing of capital expenses with the receipt of grant reimbursements, property tax receipts, interest earnings and use of the Line of Credit to cover capital expenses.

### **Year to Date Cash Balances**

<b><u>Ending Cash Balances</u></b>		<b><u>2023 Actuals</u></b>	<b><u>2024 YTD</u></b>
Reserved Cash & Investments – IDD		7,252,497	7,021,252
Reserved Cash & Investments – Other, see detail below*		3,376,219	3,376,219
Unreserved Cash & Investments		644,440	2,736,061
Total Cash & Investments		11,273,156	13,133,532
<b><u>*Other Reserves detail:</u></b>	<b><u>Target balance</u></b>	<b><u>2023 Actuals</u></b>	<b><u>2024 YTD</u></b>
<i>Unemployment Reserve</i>	NA	10,000	10,000
<i>Operating Reserve (a)</i>	1,773,274	1,623,405	1,623,405
<i>Boat Haven Renovation Reserve (b)</i>	NA	436,068	436,068
<i>Emergency Reserve</i>	500,000	500,000	500,000
<i>Port-Wide Capital Reserve (c)</i>	NA	806,746	806,746
<i>Total Other Reserves</i>		\$3,376,219	\$3,376,219

#### 2024 Cash Balance Notes:

IDD cash reserves have been moved to Unreserved cash & investments to cover IDD eligible project costs. This includes the 2020-2023 IDD true up for \$926k and Q4 2023 IDD eligible expenses of \$1.1m.

Reserved cash and investments are invested in the WA State Local Government Investment Pool (LGIP). Year to date interest, January – July, earned is \$331,991. The average YTD interest rate earned was 5.411% before investment fees. Interest rates may be impacted by Federal Reserve decisions through the remainder of the year.

#### *Other Reserves detail:*

- (a) The target for the Operating Reserve is 25%, or three (3) months, of operating expenses, per current budget. The above target is based on the 2024 Operating Budget. See resolution 692-19 for more detail.*
- (b) This reserve is for use on Boat Haven Moorage projects until it is extinguished. It was replaced by the Port-Wide Capital Reserve in resolution 693-19.*
- (c) Resolution 693-19 did not set a target for this reserve; however, in 2024 a long-term projection will be developed for funding future projects by location.*

**Debt Service for the Year**

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

June 1 – interest only	\$ 66,006
December 1 – principal and interest	416,006

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

July 1 – principal and interest	530,750
December 31 – interest only	<u>15,750</u>
Total Debt Service for the year	<u>\$ 1,028,513</u>

**Remaining Debt for years 2024-2029**

2010 LTGO Bond – principal and interest	\$ 2,847,463	payoff December 2029
2015 LTGO Bond – principal and interest	<u>1,081,800</u>	payoff July 2025
Total	<u>\$ 3,929,263*</u>	

Port staff recommends use of annual property tax levy to extinguish all the above debt obligations two years earlier in 2027, rather than the legal obligation of 2029.

**2021 LTGO Line of Credit**

date	draw no.	Beginning Balance	Draw	Redemption - Principal	Redemption - Interest	Ending Principal Balance
Nov-22	1st draw	-	2,633,967	-	-	2,633,967
Dec-22	2nd draw	2,633,967	1,189,677	-	-	3,823,644
Mar-23	LOC payment	3,823,644	-	423,734	16,481	3,399,910
Aug-23	pay down	3,399,910	-	3,399,910	26,057	-
Oct-23	3rd draw	-	335,000	-	-	335,000
Nov-23	4th draw	335,000	1,000,000			1,335,000
Dec-23	5th draw	1,335,000	1,317,000			2,652,000
Jan-24	6th draw	2,652,000	888,000			3,540,000
Feb-24	7th draw	3,540,000	849,000			4,389,000
Feb-24	LOC payment	4,389,000		506,705	13,071	3,882,295
Sep-24	LOC payment	3,882,295		635,079	30,197	3,247,216
	<b>totals</b>		<b>\$ 8,212,644</b>	<b>\$ 4,965,428</b>	<b>\$ 85,805</b>	<b>\$ 3,247,216 *</b>

Note: Interest payments are calculated just prior to loan due dates.

The 2021 LTGO LOC's required debt redemptions are due in March, and September each year until the end of the bond term, March 1, 2027. This debt instrument serves as a bridge between project expenditure payments, grant reimbursements, and reconciliations with the IDD Levy Reserve, as applicable. The Port plans to re-pay this debt prior to the term date in March 2027. There are no penalties for pre-payment. The interest rate on the LOC is 1.55% through March 1, 2025, and increases to 1.65% thereafter through the end of bond term.

**DISCUSSION**

As requested by the Commission.

**FISCAL IMPACT**

NA

**RECOMMENDATIONS**

For discussion only.

**Port of Port Townsend  
2024 YTD Capital Project Expenses**

Jefferson County Int'l Airport	2024 Capital Plan	Year-to-date
Airport Terminal	\$ 140,000	\$ 2,421
2nd Connector Taxiway - construction	\$ -	\$ 80,194
Fuel System Improvement - <i>Design</i>	\$ 200,000	\$ 0
Airport Master Plan Update	\$ 222,000	\$ 762
Eco-Industrial Park - <i>Design/Engineering/Permitting</i>	\$ 450,000	\$ 0
JCIA Stormwater management	\$ 25,000	\$ 0
<b>Boat Haven</b>		
Main Breakwater Repairs - <i>Permitting &amp; Design</i>	\$ 500,000	\$ 29,290
Stormwater Treatment Compliance Upgrade - <i>Permitting &amp; Design</i> <sup>(c)</sup>	\$ 250,000	\$ 278,900
Northwest Yard Expansion (along Sims Way -- Boat Yard Construction)	\$ 1,000,000	\$ 33,774
West Yard Expansion (near shipyard)	\$ 500,000	\$ 83,212
BH Linear Dock Replacement - <i>Design</i>	\$ 400,000	\$ 0
Bldg. Fac. Presrv - Enviro Roof/Ext. Paint-Bathrm Ext. Paint	\$ 25,000	\$ 3,213
Moorage/Yard Office/Yard Shack		\$ 55,944
Sperry bldg. #5 TAKU	\$ 50,000	\$ -
Sperry Bldg. #7 KEY CITY		\$ 57
FEMA - Pavement Repairs		\$ 2,039
FEMA - Bulkhead Repairs		\$ 110
<b>Point Hudson</b>		
Breakwater Replacement (North & South Jetty)	\$ 1,600,000	\$ 2,805,791
Bldg/Facility Preservation (Cupola Bldg. Remodel)	\$ 450,000	\$ 224,839
Bldg/Facility Preservation (Restroom Repair)	\$ -	\$ 6,373
Bldg/Facility Preservation (Pavilion AV upgrade)	.	\$ 17,571
FEMA - PH Emergency Repairs	\$ -	\$ 2,752
<b>Quilcene</b>		
Herb Beck Dredge	\$ 80,000	\$ 35,494
Ramp Upgrade & Bathroom Remodel	\$ 170,000	\$ 66,077
Quilcene Campground	\$ 200,000	\$ 6,135
<b>Other Projects</b>		
Water Walk feasibility	\$ 220,000	\$ 176,385
Gardiner Boat Launch w/seasonal float - <i>Construction</i>	\$ 800,000	\$ 36,521
Mats Mats Bay Facilities	\$ 30,000	\$ -
Portwide Dock Reno <sup>(a)</sup>	\$ 250,000	\$ -
Portwide Dock Reno (D-Dock Retrofit)	\$ -	\$ 37,943
Portwide Dock Reno (PH Linear Dock Repair)	\$ -	\$ 148,625
Portwide Dock Reno - Piling Replacement	\$ 75,000	\$ 0
Portwide Yard/Prkg/RV Rsrfg (Long Term Yard Rehab) <sup>(b)</sup>	\$ 75,000	\$ -
Portwide Yard/Prkg/RV Rsrfg (BH Marina Pavement Repair)		\$ 2,039
Portwide Yard/Prkg/RV Rsrfg (PH Parking Update)	\$ -	\$ 19,763
Clean Vessel Boat build & pump outs	\$ -	\$ 7,938

DNR Vessel Destruction	\$	-	\$	1,249
<b>Port Equipment / Vehicle Replacement</b>				
300T Travelift <sup>(d)</sup>	\$	2,933,000	\$	988,682
Sprinter Van, Vacuum Dump Trailer, Gator	\$	145,000	\$	72,972
Small Capital Projects & Equipment	\$	100,000	\$	0
<b>Unplanned / Emergency Repairs</b>				
Various Repairs & Replacement	\$	750,000		
** Bulkhead, pavement, shoreline, marina				
	\$	<b>11,640,000</b>	\$	<b>5,227,066</b>

**2024 Capital Funding Budget**

Grants - Secured	\$	2,687,054
Port Wide Capital Reserve	\$	400,000
Boat Haven Reserve	\$	367,061
IDD Levy	\$	2,770,685
NOI (net operating income)	\$	842,200
<b>Total Funding Sources Secured</b>	<b>\$</b>	<b>7,067,000</b>
Unsecured grants & other funding	\$	4,573,000
<b>Total Funding Sources Secured &amp; Unsecured</b>	<b>\$</b>	<b>11,640,000</b>

(a) This is a capital "program" that includes any port-wide dock renovations as needed each year. This program has \$250,000 budgeted annually for the next 5 years.

(b) This is a capital "program" that includes any port-wide parking & resurfacing projects as needed each year. This program has \$75,000 budgeted annually for the next 5 years.

(c) Authorized BH Stormwater revision to reflect \$661,500 of IDD Funding and \$5,088,500 of grant funding. (April 10, 2024 Business Meeting)

(d) Authorized purchase of 300T variable width Travelift for \$3,090,266 with EDA grant funding of \$2,345,833. (April 10, 2024 Business Meeting)

**Port of Port Townsend**  
**2024 Summary of Fund Resources & Uses with Comparison to Prior Year and Budget**

	YTD July 2023	YTD July 2024	Variance to prior year	YTD Budget 2024	2024 Budget	% of Budget
	58%	58%				
<b>OPERATING REVENUES</b>						
MOORAGE - PERMANENT	769,204	820,552	51,348	800,825	1,365,825	60%
MOORAGE - LIVEABOARD FEE	17,010	16,390	(620)	16,541	27,366	60%
MOORAGE - LIVEABOARD BCKGRD CHECK	189	63	(126)	116	198	32%
LIFT PIER USAGE	13,254	7,701	(5,553)	8,021	14,021	55%
MOORAGE - MONTHLY GUEST	148,665	171,140	22,475	164,000	290,705	59%
MOORAGE - NIGHTLY GUEST	174,177	144,897	(29,280)	165,990	306,490	47%
MOORAGE - NON L/H TAXABLE	398	3,943	3,546	-	-	
MOORAGE-KAYAK RACKS	4,024	6,797	2,772	3,300	6,382	106%
MOORAGE - ELECTRIC BASE FEE	30,208	26,729	(3,479)	69,000	109,026	25%
MOORAGE - ELECTRIC KWH CHARGES	36,970	38,530	1,560	-	-	
MOORAGE - MISCELL REVENUE	4,975	14,020	9,045	5,250	8,779	160%
PTBH MOORAGE - PROMOTIONAL SALES	761	2,393	1,632	543	930	257%
MOORAGE - PORT LABOR	-	-	-	616	1,046	0%
MOORAGE - SHOWERS	4,983	3,876	(1,107)	6,121	11,321	34%
MOORAGE: BH Restroom Key Fobs	194	160	(35)	1,056	1,856	9%
MOORAGE - LAUNDRY	3,712	3,832	120	4,545	8,642	44%
MOORAGE - PASSENGER FEE	-	-	-	-	-	
Boat Haven Moorage	1,208,726	1,261,022	52,296	1,245,923	2,152,587	59%
WORK YARD - ENVIRONMENTAL FEE	47,830	52,076	4,246	50,500	85,496	61%
WORK YARD - BMP ENVIRO INFRACTIONS	210	-	(210)	-	-	
WORK YARD - ELECTRIC BASE FEE - LH TXBL	26,102	28,301	2,199	27,000	42,560	66%
WORK YARD - ELECTRIC BASE NON-LHT	3,664	5,109	1,445	-	-	
WORK YARD: ENVIRONMENTAL CLEAN UP FEE	(26)	-	26	60	100	0%
WORK YARD - LIVEABOARD FEE	-	-	-	350	600	0%
WORK YARD - MISCELL REVENUE	421	946	525	454	751	126%
WORK YARD - PORT LABOR - SALES TXBL	7,405	7,738	334	7,509	10,641	73%
70/75 TON - HOIST REVENUE - Sales Taxable	224,059	228,206	4,147	262,500	406,797	56%
70/75 TON - HOIST REVENUE - Non Sales Taxable	15,119	22,886	7,767	-	-	
WORK YARD - OWNER WASHDOWN - NON-TXBL	31,062	32,508	1,446	40,455	60,389	54%
WORK YARD - PORT WSHDWN - SALES TXBL	11,122	11,592	470	14,486	20,854	56%
WORK YARD - YARD REVENUE-LHT TXBL	724,093	645,012	(79,081)	785,000	1,327,179	49%
WORK YARD - YARD REV - NON LHT TXBL	75,556	82,418	6,862	-	-	
WORK YARD - L/T STORAGE	(393)	(1,230)	(836)	-	-	
WORK YARD - BLOCKING RENT	17,910	17,151	(759)	16,427	30,971	55%
WORK YARD - BLOCKING RENT - NON TXBLE	323	1,902	1,580	-	-	
WORK YARD - TARP POOL FEE	3,007	3,634	627	2,581	4,381	83%
Work Yard Operations	1,187,464	1,138,251	(49,213)	1,207,322	1,990,719	57%
SHIP YARD - ENVIRONMENTAL FEE	13,941	14,507	566	12,431	21,126	69%
SHIP YARD - ELECTRIC BASE FEE	14,875	8,995	(5,880)	31,350	50,462	18%
BOATYARD - ELECTRIC KWH CHARGES	12,648	13,296	648	-	-	
SHIP YARD - ELECTRIC BASE NON-LHT	-	2,830	2,830	-	-	
SHIP YARD - GARBAGE	1,013	-	(1,013)	120	200	0%
BOAT YARD - PORT LABOR SALES TXBL	7,013	5,440	(1,573)	7,164	8,732	62%
SHIP - HOIST REVENUE - Sales Taxable	148,418	154,626	6,208	165,454	261,645	59%
SHIP - HOIST REVENUE - Non Sales Taxable	10,693	12,847	2,154	-	-	
BOAT YARD - OWNER WASHDOWN NON-TXBL	24,350	16,418	(7,932)	31,713	43,653	38%
BOAT YARD - PORT WSHDWN - SALES TXBL	3,450	6,978	3,528	-	-	
SHIP - BILGE WATER REVENUE	4,559	2,673	(1,886)	3,308	6,000	45%
BOAT YARD - YARD REVENUE-LHT TXBL	243,161	206,179	(36,981)	306,500	534,402	39%
BOAT YARD - YARD REV - NON LHT TXBL	53,391	62,376	8,985	-	-	
BOAT YARD - BLOCKING RENT W/O TX	11,284	9,004	(2,279)	12,700	25,702	35%
SHIP YARD - BLOCKING RENT - NON TXBLE	-	1,386	1,386	-	-	
SHIP YARD - TARP POOL FEE	959	844	(115)	-	-	

Accompanying information memo and reports are an integral part of this statement.  
Summary of Fund Resources Uses, July 2024

	YTD July 2023	YTD July 2024	Variance to prior year	YTD Budget 2024	2024 Budget	% of Budget
Ship Yard Operations	549,753	518,399	(31,355)	570,740	951,922	54%
PTBH PROP - GARBAGE	2,273	2,799	526	2,415	4,142	68%
PTBH PROP - LEASE REVENUE	476,104	538,586	62,482	565,000	967,893	56%
PTBH PROP - STORAGE UNIT REVENUE	7,477	7,541	63	7,595	12,972	58%
PTBH PROP - LEASE REVENUE NON-LET	64,177	67,232	3,054	-	-	
PTBH PROP - FUEL DOCK LEASE REVENUE	6,581	7,075	494	10,600	20,531	34%
PTBH PROP - WATER	22,767	17,335	(5,433)	19,810	33,970	51%
PTBH PROP - ELECTRIC	(1,773)	3,829	5,602	-	(1,145)	-334%
PTBH PROP:STORMWATER FEES-PROP	5,398	4,983	(415)	5,853	10,434	48%
PTBH PROPERTY: PORT LABOR	-	-	-	-	-	
PTBH PROP - MISCEL REVENUE	814	3,100	2,286	700	1,354	229%
PTBH PROP:BH KEYS & FOBS	55	-	(55)	-	-	
Boat Haven Properties	583,874	652,479	68,604	611,973	1,050,151	62%
PT HUDSON PROP - DAILY PARKING	9,983	10,349	366	-	-	
PT HUDSON PROP - MONTHLY PARKING	473	616	143	-	-	
PT HUDSON PROP - BACK 40 DAILY/WEEKLY PARKING	1,115	5,617	4,502	12,176	21,238	26%
PT HUDSON PRP-Monthly Parking Non Txble	-	1,192	1,192	-	-	
PT HUDSON PROP - WATER	9,095	8,479	(616)	9,758	16,725	51%
PT HUDSON PROP - SEWER	5,471	4,718	(753)	6,265	10,100	47%
PT HUDSON PROP - STORMWATER	3,720	3,146	(574)	3,290	5,639	56%
PT HUDSON PROP - JANITORIAL	8,894	9,025	131	9,435	16,185	56%
POINT HUDSON PROP - PORT LABOR	-	1,525	1,525	-	-	
PT HUDSON PROP - BLDG LEASE	177,386	192,550	15,164	271,077	464,703	41%
PT HUDSON PROP-BLDG LEASE - NON L/H TAXABLE	91,607	83,423	(8,184)	-	-	
PTBH PROP-PH PRP	-	140	140	-	-	
Point Hudson Properties	307,745	320,781	13,036	312,001	534,590	60%
PH - PERM MOORAGE	89,085	69,658	(19,427)	101,750	132,330	53%
PH - LIVEABOARD FEE	420	330	(90)	8,500	8,500	4%
PH - LIVEABOARD BCKGRD CHECK	1,125	567	(558)	2,100	2,100	27%
PT HUDSON - MONTHLY GUEST	7,545	17,561	10,016	91,783	96,000	18%
PT HUDSON - NIGHTLY MOORAGE	149,501	153,099	3,598	162,665	225,590	68%
WHARF USAGE	11,650	11,187	(462)	11,350	14,894	75%
PT HUDSON- MOOR - NON L/H TAX	3,539	6,034	2,495	-	-	
PT HUDSON - MONTHLY R.V.	43,227	39,341	(3,886)	54,787	75,191	52%
PT HUDSON - NIGHTLY R.V.	4,132	(1,437)	(5,569)	-	-	
PH MOORAGE - RV NIGHTLY - incl. tax	300,618	275,500	(25,118)	303,737	439,151	63%
PT Hudson-RV Cancellation Fee	-	4,597	4,597	-	-	
KAYAK RACKS - PT HUDSON	11,182	10,956	(226)	13,500	20,250	54%
POINT HUDSON - ELECTRIC KWH CHARGES	2,516	1,650	(866)	9,255	9,255	18%
PT HUDSON - CRUISE SHIP GARBAGE REIM	554	342	(211)	600	1,175	29%
PT HUDSON- RESERVATION FEE	35,317	43,668	8,351	34,229	46,156	95%
PH MARINA/RV - PROMOTIONAL SALES	793	2,293	1,500	847	1,227	187%
PT HUDSON- SHOWERS	3,291	3,547	256	3,523	6,049	59%
PT HUDSON - KEY FOBS	265	22	(243)	300	500	4%
PT HUDSON- LAUNDRY	4,379	4,735	355	4,560	6,415	74%
PT HUDSON - PASSENGER FEE	10,010	12,290	2,280	8,250	21,554	57%
PT HUDSON - EVENT FACILITY REV	4,645	8,685	4,040	6,801	48,369	18%
PT HUDSON - ELECTRIC	4,821	1,214	(3,607)	17,600	24,418	5%
PT HUDSON - MISCEL REVENUE	190	1,211	1,020	900	1,559	78%
Pt. Hudson Marina & RV Park	688,806	667,051	(21,755)	837,037	1,180,683	56%
QUILCENE - PERMANENT MOORAGE	45,552	38,628	(6,924)	46,000	73,272	53%
QUILCENE - LIVEABOARD FEE	271	-	(271)	-	-	
QUILCENE - NIGHTLY MOORAGE	5,061	2,803	(2,258)	1,237	1,887	149%
QUILCENE - COMMERCIAL RAMP FEE	5,400	1,540	(3,860)	5,002	5,702	27%
QUILCENE - ELECTRIC BASE FEE	726	514	(212)	959	1,651	31%
QUILCENE - ELECTRIC KWH CHARGES	465	851	385	420	720	118%
QUILCENE - SHOWERS	1,140	1,511	371	1,466	2,812	54%
QUILCENE - RAMPS	6,779	7,788	1,009	6,012	10,913	71%



	YTD July 2023	YTD July 2024	Variance to prior year	YTD Budget 2024	2024 Budget	% of Budget
QUILCENE - LEASE REV	44,363	47,784	3,422	45,080	77,279	62%
QUIL - EMPTY TRAILER STRG - DAILY/WKLY	-	24	24	350	600	4%
QUIL - EMPTY TRAILER STRG - MONTHLY	630	700	70	350	600	117%
QUILCENE - WATER	5,818	6,663	845	7,498	12,922	52%
QUILCENE - MISCELL REV	79	50	(29)	-	200	25%
Quilcene Marina & Prop	116,284	108,857	(7,427)	114,374	188,558	58%
RAMPS - COMMERCIAL USER FEES	630	1,660	1,030	500	2,123	78%
RAMPS - REC RAMP/PARK FEE	26,739	24,666	(2,073)	28,870	45,229	55%
RAMPS:Failure to Pay Ramp Fee	-	-	-	-	-	-
DINGHY FLOAT REVENUE - HADLOCK	1,384	525	(859)	1,065	1,557	34%
Launch Ramps	28,753	26,851	(1,902)	30,435	48,909	55%
JCIA - LEASE REVENUE	73,395	82,993	9,599	97,636	167,379	50%
JCIA - LEASE REVENUE NON-LET	11,781	12,617	836	-	-	-
JCIA - HANGAR REVENUE	25,511	26,538	1,027	23,933	41,028	65%
JCIA - VEHICLE PARKING REVENUE	580	80	(500)	400	1,062	8%
JCIA - AIRCRAFT PARKING	2,150	2,136	(14)	1,450	2,642	81%
JCIA - MISCELL REVENUE	705	660	(45)	405	905	73%
JCIA - FUEL LEASE REVENUE	934	1,279	345	1,090	1,699	75%
Jeff Co Intl Airport	115,056	126,302	11,246	124,914	214,715	59%
<b>Total Operating Revenues</b>	<b>4,786,460</b>	<b>4,819,993</b>	<b>33,533</b>	<b>5,054,718</b>	<b>8,312,834</b>	<b>58%</b>
<b>OPERATING EXPENDITURES</b>						
Salaries & Wages	1,612,438	1,988,981	376,542	1,802,198	3,120,651	64%
Payroll Taxes	186,607	227,917	41,310	192,728	330,789	69%
Employee Benefits	517,048	586,541	69,493	483,985	834,785	70%
Uniform Expense	5,952	10,811	4,859	7,145	12,135	89%
Contract Services	237,304	178,767	(58,537)	215,851	361,474	49%
Legal & Auditing	26,602	40,442	13,839	28,490	83,826	48%
Insurance	1,078	17,211	16,133	11,627	517,513	3%
Office/Computer Supplies	9,492	11,638	2,146	11,208	17,861	65%
Operating Supplies	65,674	66,836	1,162	61,470	102,353	65%
Enviro Materials/Supplies	1,205	9,607	8,402	6,254	14,821	65%
Tarp Pool Expense	24,580	18,100	(6,480)	23,150	42,043	43%
Empl Recog/Relations	3,006	3,842	836	4,850	9,277	41%
Postage	3,013	2,259	(754)	3,241	6,115	37%
Janitorial Supplies	9,798	10,023	225	13,906	28,144	36%
Fuel & Lubricants	29,123	29,472	350	31,209	52,532	56%
Permits & Licenses	8,832	6,017	(2,815)	9,844	13,277	45%
Equipment Purchase & Rental	62,057	44,971	(17,086)	52,751	80,425	56%
Claims & Damages	6,091	-	(6,091)	2,750	5,000	0%
Membership & Dues	26,001	16,225	(9,776)	24,416	43,000	38%
Bank Charges	91,180	111,456	20,276	102,384	168,120	66%
Excise Tax	13,787	14,952	1,165	15,915	30,360	49%
Miscellaneous Expense	2,354	2,492	138	1,414	2,353	106%
Repair & Maintenance Supplies	172,840	288,154	115,314	170,414	300,816	96%
Facilities & Operations	529,035	636,046	107,011	535,175	916,497	69%
Utilities	393,906	375,780	(18,125)	385,116	662,851	57%
Advertising (Legal)	6,153	3,970	(2,183)	5,122	8,766	45%
Marketing	41,444	45,041	3,596	37,457	65,404	69%
Promotion	16,287	945	(15,342)	10,960	20,375	5%
Marketing	63,884	49,956	(13,928)	53,539	94,545	53%
Economic Development	30,045	20,600	(9,445)	48,750	67,000	31%
Travel & Training	7,141	17,499	10,358	20,841	38,028	46%
Community Relations	10,149	29,137	18,988	29,000	53,000	55%
<b>Total Operating Expenditures</b>	<b>3,621,189</b>	<b>4,179,688</b>	<b>558,499</b>	<b>3,814,445</b>	<b>7,093,094</b>	<b>59%</b>
<b>Net Operating Income (Expense)</b>	<b>1,165,271</b>	<b>640,305</b>	<b>(524,966)</b>	<b>1,240,274</b>	<b>1,219,740</b>	<b>52%</b>
<b>Other Increases in Fund Resources</b>						
(Incr.)/Decr. In Accounts Receivable	37,781	56,695	18,914	-	-	-

Accompanying information memo and reports are an integral part of this statement.  
Summary of Fund Resources Uses, July 2024

	YTD July 2023	YTD July 2024	Variance to prior year	YTD Budget 2024	2024 Budget	% of Budget
Retainage Collected	2,400	5,183	2,783	2,000	9,414	55%
Yard Deposits Collected	24,953	-	(24,953)	18,110	32,389	0%
PTBH Prop Lease Deposits Collected	4,461	(167)	(4,628)	15,000	15,000	-1%
PH Prop Lease Deposits Collected	6,799	5,365	(1,434)	4,000	5,000	107%
JCIA Prop Lease Deposits Collected	334	-	(334)	-	-	
PH Marina/RV Deposits Collected	11,475	52,726	41,252	9,007	18,451	286%
Deposits & Retainage Collected	50,422	63,107	12,685	48,117	80,254	79%
Sales Tax Collected	66,047	67,467	1,420	60,768	109,073	62%
Leasehold Tax Collected	369,726	384,021	14,295	369,548	633,498	61%
Hotel/Motel Tax Collected	6,011	5,449	(562)	5,980	9,330	58%
Taxes Collected	441,784	456,937	15,153	436,296	751,901	61%
Grants - FAA	428,283	740,604	312,321	279,800	379,800	195%
Grants - DOC - EDA	2,924,583	1,920,819	(1,003,765)	800,000	800,000	240%
Grants - Dept. of Defense - FEMA	65,051	-	(65,051)	-	-	
Grants - Fed. Indirect - Dept. of Interior	186,147	299,654	113,508	-	578,000	52%
Grants - Fed. Indirect - EPA	11,613	-	(11,613)	-	-	
Grants - Fed. Indirect - Treasury Dept.	-	195,644	195,644	-	-	
Grants - WA State	2,590,927	32,289	(2,558,639)	197,000	479,254	7%
Grants - Jefferson County	-	-	-	450,000	450,000	0%
Capital Contributions/Grants	6,206,604	3,189,010	(3,017,594)	1,726,800	2,687,054	119%
Debt Proceeds - Line of Credit	(423,734)	1,230,295	1,654,029	-	-	
ARRA Bond Interest Subsidy	16,476	16,476	-	16,476	32,952	50%
Investment Interest	266,359	331,991	65,633	154,581	265,000	125%
Interest	282,834	348,467	65,633	171,057	297,952	117%
Operating Tax Levy	637,967	654,694	16,727	666,000	1,134,000	58%
IDD Tax Levy	1,712,960	1,599,281	(113,680)	1,366,361	2,634,289	61%
State Forest Revenues	46,722	27,606	(19,116)	29,800	43,200	64%
State Timber Excise Tax	28,250	-	(28,250)	14,000	27,000	0%
Leasehold Excise Tax	6,147	5,998	(149)	4,827	9,072	66%
Property & other taxes	2,432,045	2,287,579	(144,466)	2,080,988	3,847,561	59%
Insurance Recovery	140,632	-	(140,632)	-	-	
Finance Charges	29,317	41,624	12,307	29,300	38,053	109%
Other Non-Operating Revenues	12,076	12,522	446	13,635	19,000	66%
Misc Other Incr. in Fund Resources	182,025	54,146	(127,879)	42,935	57,053	95%
<b>Total Other Incr. in Fund Resources</b>	<b>9,209,762</b>	<b>7,686,236</b>	<b>(1,523,526)</b>	<b>4,506,193</b>	<b>7,721,775</b>	<b>100%</b>
<b>Other Decr. In Fund Resources</b>						
Retainage Paid	-	3,472	3,472	2,000	5,900	59%
Yard Deposits Refunded	-	17,275	17,275	8,000	10,000	173%
PTBH Prop Lease Deposits Returned	18,048	16,356	(1,692)	3,398	7,398	221%
PH Prop Lease Dep. Returned	5,416	5,310	(105)	2,000	2,900	183%
JCIA Prop Lease Dep. Refunded	45	-	(45)	-	-	
PH Deposits Refunded	-	2,168	2,168	-	-	
Deposits & Retainage Paid	23,509	44,581	21,072	15,398	26,198	170%
Sales Tax Remitted	53,632	58,190	4,558	49,600	104,500	56%
Leasehold Tax Remitted	479,470	489,110	9,639	475,000	630,293	78%
Hotel/Motel Tax Remitted	4,352	3,968	(384)	4,530	9,130	43%
Taxes Remitted	537,454	551,268	13,813	529,130	743,923	74%
Principal Pmt - 2010 LTGO Bond	-	-	-	-	350,000	0%
Interest Pmt - 2010 LTGO Bond	73,544	-	(73,544)	66,006	132,013	0%
Principal Pmt - 2015 LTGO Rfdg Bond	500,000	515,000	15,000	515,000	515,000	100%
Interest Exp - 2015 LTGO Rfdg Bond	23,250	15,750	(7,500)	23,775	23,775	66%
Principal Pmt - 2021 Line of Credit	-	-	-	-	-	
Interest Exp - 2021 Line of Credit	16,481	13,071	(3,411)	-	-	
Debt Principal & Interest	613,275	543,821	(69,454)	604,781	1,020,788	53%
Project Expenses	(1,794,193)	4,177,384	5,971,577	3,979,500	6,822,000	61%
Equipment & Vehicles	182,376	1,061,654	879,278	200,000	245,000	433%
Bond Management Fees	170	-	(170)	-	1,600	0%
Investment Fees	700	700	-	700	1,200	58%

Accompanying information memo and reports are an integral part of this statement.  
Summary of Fund Resources Uses, July 2024

	YTD July 2023	YTD July 2024	Variance to prior year	YTD Budget 2024	2024 Budget	% of Budget
Other Non-Oper Exp	49,107	(24)	(49,131)	12,150	12,150	0%
Debt Mgmt, Issuance & Misc Exp	49,977	676	(49,301)	12,850	14,950	5%
Election Expense	-	47,331	47,331	-	15,500	305%
<b>Total Other Decr. In Fund Resources</b>	<b>(569,978)</b>	<b>6,426,715</b>	<b>5,935,038</b>	<b>5,141,659</b>	<b>8,643,359</b>	<b>74%</b>
<b>Incr. (Decr.) in Other Fund Resources</b>	<b>9,779,740</b>	<b>1,259,521</b>	<b>(7,458,565)</b>	<b>(635,466)</b>	<b>(921,584)</b>	<b>-137%</b>
<b>Change in Cash - Increase/(Decrease)</b>	<b>10,945,011</b>	<b>1,899,826</b>	<b>(7,983,531)</b>	<b>604,808</b>	<b>298,156</b>	<b>637%</b>

# PORT OF PORT TOWNSEND

## AGENDA COVER SHEET

<b>MEETING DATE</b>	September 11, 2024
<b>AGENDA ITEM</b>	<input type="checkbox"/> Consent <input type="checkbox"/> 1 <sup>st</sup> Reading <input type="checkbox"/> 2 <sup>nd</sup> Reading <input checked="" type="checkbox"/> Regular Business <input type="checkbox"/> Informational
<b>AGENDA TITLE</b>	VII. B. Harbormaster Report
<b>STAFF LEAD</b>	Kristian Ferrero, Harbormaster
<b>REQUESTED</b>	<input checked="" type="checkbox"/> Information <input type="checkbox"/> Motion/Action <input type="checkbox"/> Discussion
<b>ATTACHMENTS</b>	To be provided as late materials

# PORT OF PORT TOWNSEND

## AGENDA COVER SHEET

<b>MEETING DATE</b>	September 11, 2024
<b>AGENDA ITEM</b>	<input type="checkbox"/> Consent <input type="checkbox"/> 1 <sup>st</sup> Reading <input type="checkbox"/> 2 <sup>nd</sup> Reading <input checked="" type="checkbox"/> Regular Business <input type="checkbox"/> Informational
<b>AGENDA TITLE</b>	VII. Ratification of Collective Bargaining Agreement with Teamsters Local 589
<b>STAFF LEAD</b>	Eron Berg, Executive Director
<b>REQUESTED</b>	<input checked="" type="checkbox"/> Information <input checked="" type="checkbox"/> Motion/Action <input type="checkbox"/> Discussion
<b>ATTACHMENTS</b>	<ul style="list-style-type: none"> <li>• Memorandum</li> <li>• Agreement with Teamsters Local 589 Jan. 1, 2025-Dec. 31, 2027</li> </ul>

Recommended Motion: Move to ratify a Collective Bargaining Agreement with Teamsters Local 589 covering the period from January 1, 2025 through December 31, 2027

# PORT OF PORT TOWNSEND

## AGENDA MEMO

**DATE:** 9/11/2024  
**TO:** Commission  
**FROM:** Eron Berg, Executive Director  
**SUBJECT:** Proposed Amendment to CBA with Teamsters Local Union 589

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### **ISSUES**

1. Should the Commission authorize the executive director to sign a new collective bargaining agreement (CBA) with Teamsters Local Union 589?

### **BACKGROUND**

The Port and the Teamsters are parties to a CBA that currently expires on December 31, 2024. The parties met July 30<sup>th</sup> at the bargaining table and have tentatively agreed to an updated CBA for the period January 1, 2025 to December 31, 2027.

### **DISCUSSION**

The draft 2025-2027 CBA is attached in track changes format. Highlights of the proposed changes include:

1. A three-year term;
2. Increased one-time longevity pay under Section 6.5, representing \$100 per year of employment;
3. Article 12. Increased standby pay from \$3.00 per hour to Washington's minimum wage – standby is used very occasionally, primarily when a distressed vessel may be heading to our yard and lift operators are asked to standby in case they are called in. While on standby status, employees must remain within the county and available to respond (i.e., no alcohol consumption);
4. A new cap on sick leave under Article 14 is created;
5. Juneteenth, which is already in the port's personnel manual, is added to the list of holidays under Article 16;
6. The port's current practice of retro pay for raises following evaluations is memorialized under A.1.1;
7. The wage table located at A.3. is increased by 3.8%;
8. Grade 10 is increased by \$1.00 per hour to maintain competitive starting wages in the market;
9. The position of environmental specialist is upgraded from Grade 16 to Grade 23; and
10. Numerous text amendments for legal compliance and clarification.

Staff are recommending ratification of the CBA at this time.

### **FISCAL IMPACT**

2025 and annually thereafter: Approx. \$85,000\_ and increasing with COLA annually

**ATTACHMENTS**

1. Draft 2025-2027 CBA.

**RECOMMENDATIONS**

1. Motion to ratify and authorize the Executive Director to execute the attached CBA between the Port and Teamsters Local Union 589.

# AGREEMENT

By and Between  
**PORT OF PORT TOWNSEND**  
and

**Teamsters Local 589**

For the Period January 1, 2025 through December 31, 2027







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**PREAMBLE:** This Agreement is made and entered by and between the Port of Port Townsend, hereafter referred to as the "Port" and the Teamsters' Local Union No. 589, hereinafter referred to as "Union". The purpose of this Agreement is to promote harmonious relations between the Port and employees covered by this Agreement; to establish an equitable format for resolving misunderstandings and disputes; and to establish salaries, benefits, hours of work, and other terms and conditions of employment.

## **ARTICLE 1 - RECOGNITION**

1.1 The Port recognizes the Union as the sole and exclusive bargaining representative for all regular full-time and part-time employees of the Port of Port Townsend, which are identified in the Classification Appendix to this Agreement, Appendix B. Employees covered by this Agreement shall not include contract employees, positions funded by one-time state or federal grant money, and temporary employees who work less than twelve (12) calendar months. Temporary employees will not be appointed to fill a position above the entry level unless it is determined that qualified regular employees are not available to fill the higher position.

1.2 Any questions or disputes concerning representation shall be referred to the Public Employment Relations Commission as a unit clarification proceeding.

## **ARTICLE 2 - UNION**

### **Section 2.1 Notification on New Hires**

The Port agrees to notify the Union and shop stewards in writing within thirty (30) calendar days of any new positions and/or new bargaining unit employees within departments conducting bargaining unit work. The Union shall advise the Port in writing of the names of the shop stewards. Electronic notification is the equivalent of written notification.

### **Section 2.2 Dues Deduction Procedure**

The Port shall deduct and transmit monthly those regular Union membership initiation fees, dues, and assessments from the pay of each employee who so authorizes the Port in writing. In addition, the Port shall provide the Union a list of employees and their respective Union-related deductions. The Union agrees to indemnify, defend, and hold the Port harmless against any all claims, suits, orders and judgments brought against the Port as a result of any payroll deduction made on the Union's behalf until such time as the authoring employee revokes their authorization. A deduction will not be made if the employee is in an unpaid status the entire pay period. Employee must notify union to process a withdrawal card during time of unpaid absence.

Section 2.3 **Revocation.** The represented employee's authorization for dues deduction shall remain in full force and effect until a written notice revoking the same is executed by the employee and delivered to the Union with a copy provided to the Port. After the Port receives confirmation from the Union that the employee has revoked authorization for deductions, the Port shall end the deduction no later than the second payroll period after receipt of confirmation. The Union may also give the Port written notice to discontinue dues check-off.

### **ARTICLE 3 - NON-DISCRIMINATION**

3.1 There shall be no discrimination by the Port or the Union against any employee engaging in lawful Union activity.

3.2 Neither the Port nor the Union shall unlawfully discriminate in matters of hiring, training, promotion, transfer, layoff, discipline, dismissal or otherwise because of age, sex, sexual orientation, marital status, race, creed, color, national origin, or the presence of any sensory, mental or physical disability. If an employee pursues a complaint of unlawful discrimination to a federal or state government agency, the complaint shall not also be processed as a grievance under this Agreement.

### **ARTICLE 4 - RIGHTS OF MANAGEMENT**

4.1 Subject only to the terms and conditions of the Agreement all of management's inherent rights, powers, and functions, whether heretofore or hereafter exercised and regardless of the frequency of their exercise, shall remain vested exclusively in the Port. It is expressly recognized that such rights, powers, authority and functions include, but are by no means limited to, the full and exclusive control, management and operation of its business and affairs; the determination of the scope of its activities, and business to be transacted, the work to be performed, and the methods pertaining thereto; the right to contract or subcontract any work; the right to make and enforce reasonable work rules and procedures; the right to maintain order, efficiency and standards of performance; the right to fix standards of quality and quantity of work; and the right to control the scheduling and record thereof; the right to determine the number of employees and the direction of the working forces; and the right to hire, select and train, discipline, suspend, discharge non-probationary employees for just cause, assign, promote, retire, and transfer its employees.

4.2 The Port and the Union agree that the above statement of management rights is for illustrative purposes only and is not to be construed as restrictive or interpreted so as to exclude those prerogatives not mentioned which are inherent to management.

4.3 The Port agrees that employees will not be laid off as a direct result of a decision to subcontract portions of the work of the Port.

### **ARTICLE 5 - UNION AND EMPLOYEE'S RIGHTS**

5.1 Employees shall report all on the job injuries to their immediate supervisor and shall fully complete appropriate accident forms. Such injury shall be subject to the provisions of Worker's Compensation benefits.

5.2 Duly authorized representatives of the Union shall be permitted access to the properties of the Port at reasonable times for the purpose of observing working conditions and transacting Union business, provided, however, that the Union Representative first secures approval from the Port Executive Director or designee and that no interference with the work of employees or the proper operation of the Port shall result.

5.3 The Port agrees to provide bulletin board space for posting of official Union notices which shall be signed by a responsible agent of the Union.

5.4 The Union shall be permitted to establish job stewards. The duties of the job steward shall be to give the Union notice of new employees hired and to receive complaints which will be communicated to the Business Agent of the Union, who in turn will take the matter up with the Port. The job steward may sign up new members. There shall be no loss of productivity by the shop steward or steward activities will be off the clock and uncompensated by the Port.

5.4.1 An employee in the Bargaining Unit (Shop Steward and/or member of the negotiating committee may be granted reasonable time-off (on the Port's time) while engaged in official Union/Employer business involving contractual matters, such as attending a grievance meeting, or labor-management meeting, **provided:**

1. They notify the Port Executive Director or Manager, at least twenty-four (24) hours prior to the time-off period, or at the earliest time the employee is aware of such time off requirement.
2. The Employer is able to properly staff the employee's job duties during the time-off period.

5.5 Dues Check Off.

5.5.1 The Port will deduct regular Union initiation fees and dues when notified by the Union that the employee has signed an authorization card in accordance with RCW 41.56.110.

5.5.2 The Union will supply the Port signed payroll deduction authorization cards for the payroll deduction of Union initiation fees and dues for the Port's records.

5.5.3 Monies so deducted shall be mailed to the office of the Union on or before the tenth (10th) of each month, accompanied with a list of the employees and amount deducted. Deduction of dues shall be optional with the employee. Employees who sign an authorization form may revoke such authorization in accordance with RCW 41.56.110.

5.6 The Port will comply with all State and Federal Safety standards in accordance with its knowledge of same.

5.7 The Port shall provide sanitary facilities for all employees unless such a requirement is unduly burdensome.

## **ARTICLE 6 – WAGES**

6.1 See Appendix "A" for Wage Schedule.

6.2 See Appendix "B" for Classification Schedule.

6.3 No employee shall suffer a reduction in pay due to being assigned light duty.

6.4 Out of Class Pay: Employees designated by management for five (5) or more continuous days to substitute for their supervisor/management will receive a 10% premium for hours worked during such designated period. Employees assigned with mutual agreement between employer and employee in writing to perform duties in a higher classification and job description for five (5) or more continuous days will receive a 5% premium for each hour the employee performs work in the higher classification.

6.5 Effective with the ratification of the 2025-2027 union contract, employees with five (5) or more full years of continuous service will receive a one-time longevity bonus at each milestone as outlined below:

Five years of employment	\$ 500.00
Ten years employment	\$1,000.00
Fifteen years employment	\$1,500.00
Twenty years employment	\$2,000.00
Twenty five years of employment	\$2,500.00

## **ARTICLE 7 - SENIORITY, TRIAL PERIOD, & PROMOTIONS**

7.1 No employee shall have their seniority established prior to completing six (6) months continuous employment with the Port. Both the Port and the Union recognize the importance of filling each job position with the most capable individual available. In promoting, the Port will recognize skill and seniority of the applying employee. Seniority according to this agreement shall consist of continuous full-time employment with the Port beginning with the date of most recent hire into a regular position. Seniority shall not be lost because of absence due to illness, injury, authorized leave of absence or temporary layoff of less than thirteen (13) months. After thirteen (13) months of absence from the job, unless extended by the Port and Union in writing, seniority shall be broken and lost.

7.1.1 The Port agrees that in the event a new Union position is to be advertised for employment the Port will, when reasonable to do so, post a notice in house of the vacancy at least 14 days prior to the public notice of the vacancy. If an employee applies for the open position through the written application process they will receive a written letter that management has received and reviewed their desire for the open position.

7.2 Employees being promoted to a regular higher classification shall have a six (6) month trial period. If the employee does not complete the probationary period, said employee shall be returned to their previously held position.

7.3 Temporary employees hired on a regular basis shall receive credit for all continuous, uninterrupted time served for the Port beginning with the most recent hire date.

7.4 Trial Period. Each employee shall serve a trial/probationary period of six (6) calendar months after first being appointed to a regular position. Such trial period may be extended once by the Port upon notification of the Union not later than two (2) calendar weeks prior to the completion of the original trial period. If the trial period is extended the notice shall contain the reason for the extension, the length of extension and a copy of the notice will be provided to the affected employee. An employee may be discharged during the trial/probationary period without just cause and such action shall not be grievable under this Agreement.

7.5 Due to the ever changing needs of the Port and advances in equipment, materials, tools, technology, and environmental concerns, the Port recognizes the need to train its employees, and will provide training as new and different positions, equipment, materials, tools and technologies are utilized and new and existing environmental concerns are addressed.

7.6 During employment it is recognized that performance reviews will be needed to assess how all

employees are doing in their assigned job classification. These reviews will be conducted annually, in the month of their anniversary date. Employees will be notified forty eight (48) hours in advance of a scheduled performance evaluation review session and will have two (2) working days upon the conclusion of the session to review the performance evaluation report and provide any written response. The two (2) working days window may be extended by written mutual agreement between the employee and employer. Each employee will be evaluated according to their job responsibilities and how well they perform. Should anyone be performing work outside of, or in addition to their job description that too will be evaluated and reviewed. The Port will attempt in good faith to issue evaluations within a reasonable period after the employee's anniversary date.

## **ARTICLE 8 - LAYOFF**

8.1 When in the sole opinion of management it is necessary or advisable to reduce the workforce, the Union shall be notified and the following procedure shall be implemented. Long-term layoffs (over 2 weeks) will be preceded with a two week notice unless the employee is on short term layoff.

8.2 The Executive Director shall select the positions or classifications that will be laid off. If the position of a regular employee is laid off and the employee occupying the position has within the past two (2) years successfully performed the functions of another position which is not subject to the Reduction In Force (RIF) and the employee in the RIF position has greater seniority than the person occupying the non-RIF positions then the person occupying the position or classification to be RIF'd shall bump down to a lower position chosen by the employee, which that employee previously held within the department. A laid off employee may bump to a formerly held, equal or lower paid position which is outside the department and within the bargaining unit, provided that the employee's performance was previously satisfactory in that position, the employee is qualified to perform all the duties of the bumped position (i.e.: possesses required licenses and certifications) and performed the job within the prior five (5) years. The foregoing process shall also apply to persons bumped out of their positions by a senior employee. The last person(s) bumped shall have the least seniority and shall be the person(s) laid off. There shall be no bumping to a higher paid position. Employees bumped into a lower paid classified positions shall be paid at the wage rate appropriate to the employees resulting classification.

8.3 For up to thirteen (13) months after layoff, employees shall be informed, by mail to the address on file, of openings in positions or classifications for which the employee is qualified. The employee shall keep the Port Executive Director's or Designee office informed of the current address. During this thirteen (13) month period, laid off employees shall be offered openings for which the employee is qualified. An employee who does not accept an offer of reinstatement within fourteen (14) calendar days will be removed from the reinstatement list.

## **ARTICLE 9 - HOURS OF WORK AND OVERTIME COMPENSATION**

9.1 Five (5) consecutive days of, eight (8) consecutive hours (5-8's), or four (4) consecutive days of ten (10) consecutive hours (4-10's) shall constitute a week's work. Provided, however, when the needs of public require a non-consecutive work week same is permitted and shall be filled by reverse seniority or volunteers from among those working in the affected classification, after negotiating with the Union and obtaining agreement, provided, further, the Union will not unduly withhold agreement.

9.2 Overtime hours are those work hours which employee is assigned to work in excess of forty (40) hours in the week or eight (8) hours in a work day for those employees assigned to 5-8's or after ten (10)

hours in a day for those employees assigned to a 4-10's. The week for overtime purposes is a 7-day period that begins at 12:01 a.m. on Sunday and ends at midnight the following Saturday.

9.3 Overtime hours worked shall be paid at the rate of time and one-half the employee's regular rate of pay.

9.4 Overtime pay shall not be compounded with any other form of premium compensation paid to the employee (excepting Section 9.9 and Section 6.4 above).

9.5 The Union and the Port agree on the following rest and meal period rules, which supersede WAC 296-126-092:

9.5.1 Employees may take one (1) paid fifteen (15) minute rest period for each four (4) hours worked. Rest periods will be taken when operationally feasible and may be taken intermittently (e.g., not in a block of time).

9.5.2 Employees may take one (1) thirty-minute unpaid meal period for each workday that is at least five (5) hours in duration. Those employees who are required to work overtime may choose to take a thirty (30) minute unpaid meal period for each four (4) hours of continuous overtime. Meal periods will be taken at a time or within a range of times as directed by the employee's supervisor.

9.5.3 Rest and meal periods may not be taken to arrive late or leave early. An employee who is unable to take either their rest or meal period shall notify their supervisor.

9.6 Failure to Report: Employees unable to report for work at their scheduled starting time shall report their absence to their Supervisor as soon as it is known they will not be able to report on time. Failure to report is a serious offense and will be dealt with as outlined in the Personnel handbook, the Standards of Conduct section which addresses progressive discipline. Circumstances beyond the control of the employee shall be dealt with on a case by case basis.

9.7 Employees will be given notice of schedule changes as promptly as possible but, not less than 24 hours. (Schedule change does NOT include changing work location, only days worked).

9.8 Regular employees shall be guaranteed 40 hours' work or pay, except for shift rotation or when given notice of a short week in the prior week, *provided*, that this section does not apply to employees who are utilizing Washington's Paid Family Medical Leave Act.

9.9 For all scheduled hours worked on Saturday & Sunday, an additional \$1.50 per hour will be paid.

## **ARTICLE 10 - COMP-TIME**

10.1 Employees may take paid compensatory time off (comp-time) at the rate of one and one-half hours off per hour of overtime worked in lieu of overtime pay. Employees desiring comp-time will complete a comp-time agreement form. An employee who accrues the maximum of forty (40) hours comp-time will not be allowed to accrue additional comp-time. Additional hours shall be paid for at the overtime rate.

10.2 An employee on comp-time off shall be deemed to be on official leave with pay status.



10.3 An employee who notifies their Manager/Supervisor promptly or substantiates to the satisfaction of their Manager/Supervisor they were sick on a scheduled day of comp-time off may request that a day of sick leave be taken rather than previously scheduled comp-time.

10.4 Comp-time can be carried over from month to month, with no more than forty (40) hours being carried over.

10.5 All comp time must be used by the end of the calendar year in which it was earned. In the event that the employee has comp time on the books, the employer will pay out all such accrued comp time as of the end of the first pay period in December of each year of the agreement.

10.6 Comp-time shall be used by mutual agreement and employees are generally encouraged to use it during non-peak seasons of the year.

10.7 Comp-time should be used before vacation time.

10.8 All comp-time earned and used should be recorded on the employee's time sheet.

#### **ARTICLE 11 - CALL BACK/CALL OUT TIME**

11.1 An employee required to report for duty on site after leaving work or on any scheduled day off shall be guaranteed two hours call back time paid at time and one half. An employee required to remain after their regular shift shall be paid at the overtime rate of time and one half for the overtime actually worked. An employee required to work remotely (e.g., by phone or email) after leaving work or on any scheduled day off shall be paid at the overtime rate of time and one half for the overtime actually worked with a minimum of fifteen (15) minutes. No employee shall be required to be out at night alone during a storm, and upon employee request the Port agrees to call out a second employee to work with the first when required for safety reasons.

#### **ARTICLE 12 – STANDBY**

12.1 Employees required to be on "duty ready standby" and have their movement restricted shall be paid Washington State's minimum wage per hour for all hours required to be on standby status. Restricted movement is defined by FLSA.

12.2 Employees advised of potential work opportunities and asked to call in are not on standby.

#### **ARTICLE 13 - GRIEVANCE PROCEDURE**

13.1 Either party to this Agreement may file a grievance for alleged violation of this Agreement. Grievances shall be specific and not general. Grievances shall cite the section(s) of the Agreement violated, who was involved, why the action is deemed to be a violation of this Agreement and the specific remedy sought.

13.2 Grievances may be settled with the Supervisor/Manager on an informal, non-precedent setting, basis.

13.3 PARTIES RIGHTS AND RESTRICTIONS:

- b. A party to the grievance shall have the right to record a formal grievance arbitration at the expense of the requesting party.
- c. Any party to a grievance may have a representative present at all steps of the grievance procedure.
- d. Reasonable time in processing a grievance will be allowed during regular working hours for the shop steward, with advanced supervisory approval.
- e. Nothing within this grievance procedure shall be construed as limiting the right of management to manage the affairs of the Port.
- f. Grievances of an identical nature, involving an alleged violation of the same Article, section, etc., concerning the same subject matter, may be consolidated by mutual agreement of the parties.
- g. Confidential Communication: Any communication between a member of the Union and any recognized Union representative regarding a potential or actual employee grievance or any communication between management and any management representative will be defined as confidential and unavailable to the opposing party.
- h. Any and all time limits specified in the grievance procedure may be extended by mutual written or emailed agreement of the parties. Failure by the employee, employer, or Union to submit the grievance in accordance with these time limits or to move the grievance to subsequent steps in accordance with these time limits without such waiver will constitute an abandonment of the grievance.

#### 13.4 Steps in the Grievance Procedure:

Step 1 Informal: The employee and/or their Union representative shall report a grievance verbally to the employee's Supervisor/Manager within twenty (20) calendar days from the occurrence of the incident on which a complaint is based, or within twenty (20) calendar days of the employee's or parties knowledge of the occurrence. The employee and/or their Union representative will promptly meet to discuss the grievance with the employee's Supervisor/Manager and will notify the Supervisor/Manager that the meeting is Step 1 in the grievance process. The Supervisor/Manager will verbally decide on the grievance to the employee and the Union representative involved within twenty (20) calendar days of the Step 1 meeting.

Step 2 Formal: If a party to the grievance feels Step 1 has not resolved the grievance, the party may appeal in writing to the Port Executive Director (for a Union grievance) or Union Business Representative (for a Port grievance) within twenty (20) calendar days of the Step 1 decision. There shall be a formal meeting with the Union Business Representative, if requested, within ten (10) calendar days from the date of the Step 2 grievance. A decision shall be made, in writing, to the petitioning party by the Executive Director or Union Business Representative within ten (10) calendar days from the Step 2 grievance meeting.

Step 3 Board of Adjustment: If the grievance is not resolved at Step 2, it may be pursued by filing an appeal in writing within twenty (20) calendar days of the Step 2 decision to the Port Executive Director and Union Business Representative requesting the parties convene a Board of Adjustment. A Board of Adjustment shall be comprised of two members appointed by the Port and two members appointed by the Union. If the Board is not able to resolve the issue, the Board shall select a fifth member with industry experience, if available. If a fifth member cannot be agreed to, the grievance shall progress to Step 4. Should the Board decide the matter, such decision shall be final and binding on the Port and the Union, and the grievance may not be pursued to the next Step in the grievance process. The Board once constituted shall resolve all matters of procedure, evidence, continuance and related procedural issues. All decisions of the Board shall be made in executive session called by the Board and there shall be no

record of such executive session, other than the Board's decision.

Step 4 Binding Arbitration: If the Board of Adjustment does not decide the grievance, the Union or the Port may submit the grievance to binding arbitration by giving written notice to the other party within twenty (20) calendar days of the Step 3 decision. For purposes of selecting an arbitrator, the parties agree to request a list of eleven (11) local names (Washington and Oregon) obtained from the Federal Mediation and Conciliation Service (FMCS). The parties will alternatively strike names from the list in order to identify the arbitrator who will hear the grievance. The order of striking will be determined by coin toss.

If the parties choose to select an arbitrator then the cost of the arbitrator shall be divided equally between the Port and the Union. Cost of witnesses, court reporter, or other individual expenses shall be borne by the requesting party. Each side shall be responsible for its own attorneys' fees. The arbitrator shall not have the power to alter, amend, or change any contractual language of the Labor Agreement or amend the written grievance.

## ARTICLE 14 – SICK LEAVE

14.1 Sick leave is provided at the rate of eight (8) hours for each month of employment for regular employees with an assignment of forty (40) hours per week. Regular employees with an assignment of less than (40) hours per week shall be granted pro rata accrual. No employee shall accrue less than one (1) hour of sick leave for every forty (40) hours actually worked. Sick leave may be accumulated and carried over to succeeding calendar years, provided that employees may not carry over more than 960 hours of sick leave from one calendar year to the next. For sick leave cash out in Section 14.4, cash out percentages are subject to accrual limit of 500 hours.

14.2 Sick leave may be used for:

- a. The employee's own illness, injury or health condition; to accommodate the need for medical diagnosis, care or treatment of a health condition; or preventive medical care.
- b. The employee's care for a family member with an illness, injury or health condition; care for a family member who needs medical diagnosis, care or treatment; or care for a family member who needs preventive medical care. For sick leave purposes, the term "family member" means an employee's child (whether biological, adoptive, foster, step-child, a child's spouse, or child for whom employee stands in loco parentis, is a legal guardian for, or is a de facto parent and regardless of age or dependency status); parent (whether biological, adoptive, de facto, step-parent, legal guardian or person who stood in loco parentis to employee when employee was a child); spouse or registered domestic partner; grandparent; grandchild; or sibling. Family member also includes any individual who regularly resides in the employee's home, except that it does not include an individual who simply resides in the same home with no expectation that the employee care for the individual.
- c. An absence due to closure of the Port by order of a public official for any health-related reason, or where an employee's child's school or day care is closed for such a health-related reason or after the declaration of an emergency by a local or state government or agency, or by the federal government.
- d. Absences covered by Washington State domestic violence/sexual assault/stalking leave law.

When an employee uses sick leave on more than three (3) consecutive work days, the Port may request verification that the employee's use of sick leave is for an authorized purpose in accordance with WAC 296-128-660.

If an employee has been seriously ill or has had a severe injury, before the employee returns to work, the Port may request confirmation from a physician that the employee is physically able to return to their normal work. Sick leave shall continue until physician confirmation of ability to return to work is obtained.

No provision in this agreement shall restrict the Employer's ability to cooperate with a worker's compensation program for employee return to work when such program is in the interest of the Employer and approved by the worker's compensation program.

In April of each year, employees may convert sick leave at a ratio of thirty-two (32) hours of accrued sick leave for eight (8) hours of vacation. The employee must keep a bank of at least two hundred and forty (240) hours of sick leave after converting. At the beginning of each April, Payroll will remind each eligible employee of their sick leave balance. By the end of April, any requests for conversion must have been submitted to Payroll and will be applied as of the beginning of May.

14.3 Employees suffering illness or injury compensable under the State industrial insurance shall be allowed to supplement industrial insurance payments for which they are eligible with accrued sick leave, up to their regular compensation. The Port may satisfy this Section by paying from the Sick Leave bank of an employee the employee's regular compensation. In such case, employees will turn over their L&I check to the Port to refill the depleted leave account in the same proportion as was used by the employee (e.g., "buy back used sick leave").

Alternatively, the employee may retain their L&I check and not use Port sick leave.

14.4 At the time of separation of employment, sick leave which the employee has accrued shall be paid out to them per the following schedule:

- a. During the first 60 months of continuous employment with the Port: 25% of current sick leave balance, subject to 500 hour maximum accrual.
- b. Beginning with the start of the 61<sup>st</sup> month through completion of the 120<sup>th</sup> month of continuous employment with the Port: 35% of current sick leave balance, subject to 500 hour maximum accrual.
- c. Beginning with the start of the 121<sup>st</sup> month of continuous employment with the Port: 50% of current sick leave balance, subject to 500 hour maximum accrual.
- d. Sick leave compensation will not be paid to any employees that are terminated for cause.

14.5 The Port will comply with the Washington State Paid Family and Medical Leave (PFML) program. Premiums are established by the State of Washington. Employees will pay the designated employee share of premiums via payroll deduction.

**ARTICLE 15 – VACATIONS**

15.1 Vacation will accrue for each regular employee in proportion to the hours worked on the following basis:

0-3 yrs.	6.66 hours per month or 80 hours per year.
4-5 yrs.	8 hours per month or 96 hours per year.
6-7 yrs.	10 hours per month or 120 hours per year.
8-10 yrs.	11.66 hours per month or 140 hours per year.
11-15 yrs.	13.33 hours per month or 160 hours per year.
16-20 yrs.	15 hours per month or 180 hours per year.
20+ yrs.	16.66 hours per month or 200 hours per year.

Prorate accrual will be based on employee hours compensable hours per month divided by 173, times the listed accrual rate.

15.2 Employees shall accrue vacation leave on a monthly basis based on compensable hours. The accrual rates shall change (according to the above schedule) on the employee's anniversary date of employment.

15.3 When eligible under this Agreement, employees may accrue vacation leave up to 320 hours. All hours in excess of 320 hours on the employee's anniversary date will be forfeited. Employees with over 80 hours of accrued vacation leave may cash in accrued leave at their regular pay rate if they have taken the required minimum vacations as defined in the Personnel Policy Manual and have at least 40 hours of leave remaining.

15.4 Vacations shall be scheduled at times mutually agreed to between the employee and the supervisor within the scheduling requirements of the Port.

15.4.1 Employees will request vacation at least 2 weeks prior to the desired date and the Port will reply within 4 working days of the request.

15.5 Regular employees upon separation from employment with the Port after six (6) months of continuous service will be paid the value of vacation leave accrued.

15.6 In the event of the employee's death, all accrued and unused vacation leave shall be paid to the employee's beneficiary.

15.7 Recall of employees on vacation will be pursuant to the call back provisions at Section 11.1.

15.8 Any employee who was not allowed to take vacation will not be subject to 15.3 above, and will be allowed to cash out up to an amount equal to their annual accrued hours of vacation, over 320 hours but to no less than 40 hours based on their anniversary date. This does not apply to PERS 1 employees.

**ARTICLE 16 – HOLIDAYS**

16.1 All full-time employees shall be granted eight (8) hours, with pay, for those holidays assigned below:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King Day	3rd Monday in January
Presidents Day	3rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Day following Thanksgiving	Day
Christmas Day	December 25
December 24 or 26	Varies with the year

16.2 Floating Holidays - Two (2) floating holidays shall be granted and selected at the option of the employee with one (1) week's prior notice and approval of the Supervisor/Manager. To be eligible to receive the floating holidays, a new employee must be on the payroll for twelve (12) months. These holidays must be used by December 31st of each year, or be lost. The Department Head may authorize exceptions to this rule and allow individual employees to "carry over" floating holidays on a case by case basis.

16.3 Holidays Observed - When a holiday falls on a Saturday, the preceding Friday shall be observed by those employees who work a regular Monday through Friday schedule and when one of the holidays falls on Sunday, those employees shall observe the holiday on the following Monday. The employees will be giving 10 days notification on the days observed.

16.4 An employee will not receive holiday pay if the employee is absent on their first scheduled work day prior to the holiday or their first scheduled workday following the holiday and that absence is unexcused. Employees on "leave of absence without pay" or lay off shall not receive holiday pay.

16.5 Employees who work on a designated holiday shall be paid for the hours worked on such holiday at one and one-half (1-1/2) times their regular rate of pay per hour.

16.6 When a holiday falls within an employee's vacation period, the holiday will not be counted as a day of vacation.

16.7 Regular part-time employees will be paid prorata for holidays if the holiday would be part of the regular work schedule based on their normal work week.

## **ARTICLE 17 - EMERGENCY LEAVE**

17.1 Emergency leave may be used by an employee under the following general conditions:

- a. The problem must have been suddenly precipitated; or must be of such a nature that preplanning is not possible or that preplanning could not relieve the necessity for the employee's absence.
- b. The problem cannot be one of minor importance or mere inconvenience, but must be serious.

17.2 Leave for emergency will be charged against vacation leave accrued by the employee. If conditions (a) and (b) exist and the employee does not have sufficient leave accrued, the employee may take leave without pay or receive pay through the shared leave program, if approved by the Port Executive Director or Designee.

#### **ARTICLE 18 - BEREAVEMENT LEAVE**

18.1 Bereavement leave shall be authorized to regular employees for a maximum of forty (40) paid hours per event, per calendar year on the death of a member of the employee's immediate family, which is defined as follows: husband, wife, grandparent, parent, child, grandchild, brother, sister, mother in law, father in law, domestic partner, and step relations of the same degree. Bereavement leave shall be non-accumulative and shall not be deducted from the employee's accumulated sick or regular leave.

#### **ARTICLE 19 - JURY DUTY**

19.1 An employee called for jury duty in any municipal, county, state or federal court shall advise the Port upon receipt of such call and, if taken from work for such jury duty, shall be paid their regular straight time rate of compensation for the actual hours lost from work during their regularly scheduled shift.

#### **ARTICLE 20 - MILITARY LEAVE**

20.1 Any employee who is a member of the Washington National Guard, Army, Navy, Air Force, Coast Guard, or Marine Corps Reserve of the United States or of any organized reserve or Armed Forces of United States shall be entitled to military leave with pay for a period not to exceed twenty-one (21) days during any calendar year beginning October 1 and ending September 30 in order that the employee may report for required military duty, training, or drills or state active status. Such military leave shall be granted pursuant to the RCW 38.40.060. Any employee who enters upon active duty service or training in the Washington National Guard, the Armed Forces of the United States or the United States Public Health Service may seek leave of absence for a period not to exceed the actual tour of duty, service or training, and upon return shall be entitled to re-employment providing the individual complies with the provisions of the Revised Code of Washington 73.16, or as hereafter amended. For purposes of this Section twenty-one (21) days shall mean twenty-one (21) calendar days beginning with the first (1st) day of absence from employment.

#### **ARTICLE 21 - LEAVE OF ABSENCE**

21.1 A leave of absence may be requested by any regular employee. The decision as to whether or not such leave of absence will be granted is with the Port Executive Director or Designee. No leave of absence shall exceed a period of thirteen (13) months. Any request for leave of absence shall be in writing, and that writing shall state the time period for which the request is made. The granting of any such request for leave of absence shall also be in writing and signed by the Port Executive Director. Any leave of absence shall be without pay and all Port benefits of the employee shall cease during the period of the leave of absence. The employee may, if satisfactory arrangements can be made, continue insurance plans in effect by prepayment of the insurance premiums. Where the leave of absence does not exceed fifteen (15) days, the Port Executive Director or Designee may authorize payment of fringe benefits at their discretion.

## **ARTICLE 22 - HEALTH AND WELFARE**

22.1 The Port offers medical and associated health insurance coverage for all regular employees and eligible dependents (at least 80 hours in any month). Coverage becomes effective on the first day of the third month following the inception of regular employment, with the Port paying the insurance premiums as provided below.

22.2 The Port may change plans or providers with approval by a majority of the members. The Union shall be given ninety (90) days' notice of the intended change and given an opportunity to suggest alternative courses of action by the Port.

22.3 Effective January 1, 2025, the employer shall pay, for every regular employee who was compensated (80) eighty hours or more during the preceding month, into the Washington Teamsters Welfare Trust, sufficient premiums to provide coverage for Washington Teamsters Medical Plan B, said payments to be made to the Washington Teamsters Welfare Trust on or before the 10<sup>th</sup> day of each month. In addition to the basic provisions of the Plan B the following optional benefits shall be a part of the benefits: 9 month disability premium waiver, Plan C Employee Time Loss benefit, and \$30,000 of employee Life/AD&D insurance. As of 1/1/2024 the monthly cost of this package is a total contribution of \$1,477.80.

22.4 Effective January 1, 2025, based on December 2024 hours compensated, the employer shall pay, for every regular employee who was compensated (80) eighty hours or more during the preceding month, into the Washington Teamsters Welfare Trust, sufficient premiums to provide coverage for Washington Teamsters Dental Plan B, payments to be made to the Washington Teamsters Welfare Trust on or before the 10<sup>th</sup> day of each month.

22.5 Effective January 1, 2025, based on December 2024 hours compensated, the employer shall pay, for every regular employee who was compensated (80) eighty hours or more during the preceding month, into the Washington Teamsters Welfare Trust, sufficient premiums to provide coverage for Washington Teamsters Vision Plan EXT, payments to be made to the Washington Teamsters Welfare Trust on or before the 10<sup>th</sup> day of each month.

22.6 The Port shall, for the duration of the agreement, pay 80% of all Medical Dental and Vision premiums associated with providing the benefits described in Article 22.3, 22.4 and 22.5 above. Employees shall, for the duration of the agreement, pay the balance of the premiums associated with maintaining the benefits described in 22.3, 22.4 and 22.5 above, which is 20% of the premium costs. The Port agrees to take reasonable steps to permit the employee cost of medical to be paid (deducted) on a pretax basis and at no additional cost to the Port.

## **ARTICLE 23 – SEVERANCE PACKAGE**

23.1 In the event of a RIF or Reorganization, a pro-rated Severance Package equal to 1 week's wages and benefits, up to a per year service, max of 12 weeks, will be given to all separated employees of the Port who have 3 years of continuous service or more.

## **ARTICLE 24 - WHISTLE BLOWER PROTECTION**

24.1 The Port and Union agree that any bargaining unit member having information regarding the

Port of Port Townsend and  
Teamsters Local 589  
2025 through 2027



wrongdoing of an employee or official shall not be discriminated against for "blowing the whistle" as set forth in Washington State law. The Port agrees to comply with all federal and state statutes regarding Whistle Blowers. Any alleged violation of this Article shall be pursued through the proceedings provided by State law and not through the grievance process of this agreement.

## **ARTICLE 25 - PERSONNEL POLICY**

25.1 Except as provided herein the Port's personnel policy shall apply to employee matters.

## **ARTICLE 26 – DRIVE PROGRAM**

26.1 The Port shall deduct and transmit to D.R.I.V.E. IBT #25 Louisiana Avenue, N.W., Washington, D.C. 20001 contributions to D.R.I.V.E. from the pay of each employee who voluntarily authorizes such contributions in a writing signed by the employee on a form provided for that purpose by IBT. The amount of such deduction(s) and the transmittal of such voluntary contributions(s) shall be as specified in such forms and in conformance with any applicable law. Such forms received by the Port's payroll department by the tenth (10<sup>th</sup>) day of the month shall become effective on the first (1<sup>st</sup>) day of the following month. IBT shall be responsible for the processing and handling of enrollment, including submission of the enrollment forms to the Port.

26.2 The Port shall remit to the D.R.I.V.E. at the address above (1) check covering all deductions made in the prior month no later than the fourteenth (14<sup>th</sup>) day of each month, together with a list of all employees for whom deductions were made and the amount of each deduction. Deductions shall not be made if there is an insufficient balance due to the employee after all other deductions authorized by the employee or required by law or the company have been satisfied. An employee may withdraw from this program at any time by providing a notice of revocation in writing, signed by the employee, and delivered to D.R.I.V.E., his or her Business Agent, and the Port's payroll department. Such notices received by the Port's payroll department by the tenth (10<sup>th</sup>) day of the month shall become effective on the first (1<sup>st</sup>) day of the following month.

## **ARTICLE 27 - TERM OF AGREEMENT**

28.1 This agreement shall be effective upon its execution and shall continue in full force and effect to and including December 31, 2027. Should either party desire to modify or terminate this agreement on December 31, 2027, it shall serve written notice at least one-hundred eighty (180) days prior to this date. This agreement may be extended by mutual agreement through the end of 2028.

## **ARTICLE 28 - SEVERABILITY AND SUPERIORITY**

29.1 In the event that any portion of this Agreement is ruled invalid by a court with jurisdiction or rendered invalid by a change in federal, state, or local law, the remainder of the Agreement or its application to any other party, person, or circumstance shall not be affected. If any portion is ruled or rendered invalid, the Union and the Port shall meet and expeditiously proceed to negotiate a replacement provision.

Signed this \_\_\_\_\_ day of August, 2024,

TEAMSTERS LOCAL UNION 589

PORT OF PORT TOWNSEND

\_\_\_\_\_  
Secretary Treasurer Robert Driskell

\_\_\_\_\_  
Executive Director Eron Berg

**APPENDIX “A”**

This wage table will be increased by 100% of the Seattle Tacoma Bellevue CPI-U Bi-Monthly Data June to June, in January 1, 2025, and January 1, 2026, and January 1, 2027 with 2% Minimum to a Maximum of 5%. This will continue for the life of the agreement.

A.1 Employees shall move through the salary schedule steps as defined below upon completion of a satisfactory evaluation in accordance with the below.

Step 1 Is the entry level where qualified employees usually start.

In general steps 2 and 3 reflect an accumulation of job skill, port knowledge, and time in service.

Step 4 Reflects utilization of skills and port knowledge closer to fully meeting expectations.

Step 5 Reflects fully meeting all expectations of the job. This describes an employee who is fully skilled, motivated, and creative, understands port operations, can perform all aspects of the job well, is a team player, and provides excellent customer service.

Step 6-8 Reflect superior performance based on advanced skills and experience. These are usually individuals who demonstrate personal initiative by taking advanced classes in their field and considered knowledge and skills experts. They actively train and share their knowledge with peers.

Steps 9-10 Reflect exceptional performance, attitude and role modeling. They often step up and perform work above their grade. Port customers and stakeholders often recognize them for outstanding customer service. These are the people others go to for advice and assistance with the most complex and difficult problems and issues. (These people are ready for internal or external promotion).

A.1.1 At the end of the first year of employment with the Port and each subsequent year there will be a performance evaluation to determine any step increase warranted based upon the employee’s skills, abilities, training, experience and performance. Step increases, if granted through the annual evaluation process, will be retroactive to the first pay period following the employee’s anniversary date.

A.2 Project Compensation:

Individuals may also qualify for extra compensation for completing special projects that are over and above the already high expectations of the job. The idea for the project may come from an innovative employee or from management which mutually agree. To qualify for extra compensation the project must significantly add to port: operating efficiencies, cost savings, revenue generation, or customer service, and the Port must decide the project is a worthwhile priority. As regular part of employee’s jobs you are expected to be creative and continually look for ways to do your job better, safer, and more efficiently. A qualifying project will then be over and above the normal skill sets and scoped of work normally expected and must be planned in advance of starting through discussion with the relevant supervisor who will get final direction and authorization to move forward from the Port leadership team.

Extra compensation, for approved projects, will be awarded as a one-time payment paid in a separate check. The amount will be determined based on the significance and value to the Port.

A.3 Wage table:

**Port of Port Townsend  
Union Wage Table  
Effective January 1, 2025, includes 3.8% CPI**

Grade	85% Step 1    Step 2    Step 3    Step 4    Step 5					Merit Based Steps						Position Title
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	
10	\$26.66	\$27.46	\$28.28	\$29.13	\$30.00	\$30.90	\$31.83	\$32.78	\$33.77	\$34.78	\$35.82	Yard Laborer, Yard Laborer/Custodian, Custodian
11	\$27.51	\$28.33	\$29.18	\$30.06	\$30.96	\$31.89	\$32.85	\$33.83	\$34.85	\$35.89	\$36.97	Customer Service Representative, Quilcene Facility Attendant, Hoist Operator I, Maintenance Tech I
16	\$30.86	\$31.79	\$32.74	\$33.72	\$34.73	\$35.77	\$36.85	\$37.95	\$39.09	\$40.26	\$41.47	Customer Service Representative II, Hoist Operator II, Maintenance Tech II
23	\$34.76	\$35.80	\$36.88	\$37.99	\$39.12	\$40.30	\$41.51	\$42.75	\$44.04	\$45.36	\$46.72	Maintenance Tech II - Specialist, Hoist Operator III, Enviro Specialist
29	\$40.63	\$41.85	\$43.10	\$44.39	\$45.73	\$47.10	\$48.51	\$49.97	\$51.47	\$53.01	\$54.60	Maintenance Lead, Yard Lead, CSR III (Assistant Harbormaster)

2025 Wage Table was updated from the 2024 Wage Table by adding a 3.8% CPI increase. This is effective January 1, 2025.

**APPENDIX "B"**

<u>Classification</u>	<u>Range</u>
Yard Laborer	10
Yard Laborer/Custodian (a, b)	10
Custodian (b)	10
Hoist Operator I	11
Customer Service Representative	11
Quilcene Facility Attendant	11
Maintenance Tech I	11
Hoist Operator II	16
Customer Service Representative II	16
Maintenance Tech II	16
Environmental Specialist	23
Hoist Operator III	23
Maintenance Tech II/Specialist	23
Maintenance Lead	29
Yard Lead	29
CSR III (Asst. Harbormaster)	29

# PORT OF PORT TOWNSEND

## AGENDA COVER SHEET

<b>MEETING DATE</b>	September 11, 2024
<b>AGENDA ITEM</b>	<input type="checkbox"/> Consent <input type="checkbox"/> 1 <sup>st</sup> Reading <input type="checkbox"/> 2 <sup>nd</sup> Reading <input checked="" type="checkbox"/> Regular Business <input type="checkbox"/> Informational
<b>AGENDA TITLE</b>	VII. D. Hangar Pad Site No. 6 Discussion
<b>STAFF LEAD</b>	Eron Berg, Executive Director
<b>REQUESTED</b>	<input type="checkbox"/> Information <input checked="" type="checkbox"/> Motion/Action <input type="checkbox"/> Discussion
<b>ATTACHMENTS</b>	<ol style="list-style-type: none"> <li>1. Staff Info Memo</li> <li>2. Map</li> </ol>

# PORT OF PORT TOWNSEND AGENDA MEMO

**DATE:** 9/11/2024  
**TO:** Commission  
**FROM:** Eron Berg, Executive Director  
**SUBJECT:** JCIA Hangar Pad Site No. 6

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## **ISSUE**

Should the Port reconsider leasing hangar pad site number 6 prior to completing the master plan update?

## **BACKGROUND**

This topic was brought to the commission on June 26, 2024 for discussion and possible action. At the time, the commission opted to defer action until the completion of the master plan update.

## **DISCUSSION**

Dave Ward has reiterated his desire to lease hangar pad site number 6 and requested the commission reconsider the timing for its decision.

Commissioner Hanke requested this item on today's agenda for follow up discussion and possible direction to staff.

## **FISCAL IMPACT**

If leased, hangar pad site number 6 will generate approximately \$15,015.00 in rent revenue in 2025.

## **ATTACHMENTS**


Hangar Pad Site Number 6 Exhibit

## **RECOMMENDATIONS**

Provide direction to staff.

# Hangar Pad Site #6

## Legend

 Jefferson County International Airport



Google Earth

Image © 2024 Airbus

700 ft





# PORT OF PORT TOWNSEND

## AGENDA COVER SHEET

<b>MEETING DATE</b>	September 11, 2024
<b>AGENDA ITEM</b>	<input type="checkbox"/> Consent <input type="checkbox"/> 1 <sup>st</sup> Reading <input type="checkbox"/> 2 <sup>nd</sup> Reading <input checked="" type="checkbox"/> Regular Business <input type="checkbox"/> Informational
<b>AGENDA TITLE</b>	VII. E. Resolution 823-24 PIF Grant Application for Acquisition and Development of Proposal for Access to JCIA Light Industrial Park
<b>STAFF LEAD</b>	Eron Berg, Executive Director
<b>REQUESTED</b>	<input type="checkbox"/> Information <input checked="" type="checkbox"/> Motion/Action <input type="checkbox"/> Discussion
<b>ATTACHMENTS</b>	Resolution 823-24

Recommended Action: Move to approve PIF Grant Application for Acquisition and Development of Proposal for Access to JCIA Light Industrial Park

**RESOLUTION NO. 823-24**

**A Resolution of the Commission of the Port of Port Townsend**

**AUTHORIZING THE EXECUTIVE DIRECTOR OF THE PORT OF PORT TOWNSEND TO APPLY FOR A PUBLIC INFRASTRUCTURE FUND GRANT TO SUPPORT ACQUISITION AND DEVELOPMENT OF ROADWAY ACCESS AND UTILITIES TO SERVE THE JEFFERSON COUNTY INTERNATIONAL AIRPORT (JCIA) LIGHT INDUSTRIAL PARK PROJECT AND EXPRESSING ITS COMMITMENT TO PROVIDING GRANT MATCHING FUNDS.**

**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 and capital equipment that support commerce and communities within Jefferson County; and

**WHEREAS**, the Port wishes to partially fulfill its economic development and job creation mission by acquiring, permitting and developing road and utility access to the Light Industrial Park at the Jefferson County International Airport (JCIA); and

**WHEREAS**, the proposed project is consistent with, and helps to implement, the North Olympic Development Council's 2021-2025 Comprehensive Economic Development Strategy (CEDS) in that, it advances development of the Light Industrial Park which, upon completion, will build on strong natural and intellectual capital and provide opportunities for local innovators to create and expand existing businesses and provide living wage jobs; and

**WHEREAS**, the JCIA Light Industrial Park project is also reflected in the Port of Port Townsend's 2025-2029 Capital Improvement Program (CIP) within the Proposed 2025 Operating and Capital Budget; and

**WHEREAS**, under the provisions of the Public Infrastructure Fund program, funding assistance is requested by the Port of Port Townsend to aid in financing the cost of acquiring and developing an approximately 3.4-acre property linking the 24-acre Light Industrial Park to Four Corners Road and developing the road and utility infrastructure to the perimeter of the Industrial Park;

**WHEREAS**, the total cost to acquire, design and engineer, permit and develop road and utility infrastructure on the subject property is estimated to require \$100,000,000; and

**WHEREAS**, the project described hereinabove is eligible for Public Infrastructure Fund Grant support under RCW 82.14.370, with the PIF Board request comprising approximately 60% (\$600,000) and the Port's share comprising approximately 40% (\$400,000), respectively, of total anticipated project costs (\$100,000,000); and

**WHEREAS**, the Port has Industrial Development District levy funding available in excess of the amounts necessary to meet its proposed grant match share, and therefore, has the funding to proceed with this capital project if successful in obtaining PIF Grant support; and

**WHEREAS**, the Commission of the Port of Port Townsend considers it in the public interest to complete the project described in the Public Infrastructure Fund Project Application;

**NOW, THEREFORE, BE IT RESOLVED that:**

1. The Executive Director of the Port of Port Townsend is authorized to make formal application to the Jefferson County Public Infrastructure Fund Board for grant assistance and if awarded, to execute the resulting grant agreement.
2. Upon consultation with the Port's Director of Finance and Administration, the Commission has concluded, and assures the PIF Board, that Port matching funds of up to \$400,000 are available and have been authorized for the project referenced herein.
3. Any grant assistance received will be used for direct costs associated with implementation of the project referenced above, including, property acquisition, project design and engineering, project-specific land use and environmental permitting, and construction.
4. The Commission of the Port of Port Townsend acknowledges that the grant assistance, if approved, will be paid on a reimbursement basis, meaning that the Port will only request payment from the Jefferson County Administrator after eligible and allowable costs have been incurred and payment remitted to the Port's vendors.
5. The Commission of the Port of Port Townsend acknowledges the criteria to be used by the Public Infrastructure Fund Board in evaluating project applications, and expressly finds as follows:
  - a. The project has a high probability of helping to create and retain jobs within the Airport Overlay III zone (in the Airport Essential Public Facility (AEPF) zone at JCIA), with an estimated 20 existing jobs likely to be supported, and up to 120 new jobs likely to be created by advancing completion of the 24-acre Light Industrial Park Development; and
  - b. The project directly supports the local economy by developing the infrastructure needed for the light manufacturing sector of our local economy to flourish, while at the same time improving the financial performance of the Jefferson County International Airport (an essential public facility); and
  - c. Upon completion, the JCIA Light Industrial Park project will assist in retaining and creating jobs that sustain and enhance natural resource and value-added manufacturing, thereby enhancing an economic sector long identified by local policy plans as essential to preserving community character; and
  - d. The project is consistent with, and helps to implement, locally adopted project priorities; and

- e. The proposed project will confer multiple benefits, including the following: expanding light industrial areas supported by adequate infrastructure, thereby providing new employment opportunities in unincorporated Jefferson County, and diversifying the range of trades, types of manufacturing, and services hosted at the JCIA, consistent with Plan Policy ED-P-3.1.
- 6. This resolution becomes part of a formal application to the Public Infrastructure Fund Board for grant assistance.
- 7. The public was provided with an appropriate opportunity to comment on this application.

**ADOPTED this 11th day of September 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

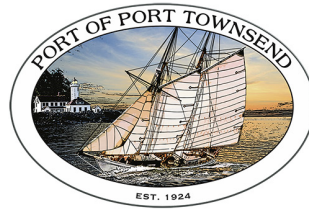
APPROVED AS TO FORM:

\_\_\_\_\_  
Port Attorney

# PORT OF PORT TOWNSEND

## AGENDA COVER SHEET

<b>MEETING DATE</b>	September 11, 2024
<b>AGENDA ITEM</b>	<input type="checkbox"/> Consent <input type="checkbox"/> 1 <sup>st</sup> Reading <input type="checkbox"/> 2 <sup>nd</sup> Reading <input type="checkbox"/> Regular Business <input checked="" type="checkbox"/> Informational
<b>AGENDA TITLE</b>	Informational Items
<b>STAFF LEAD</b>	Eron Berg, Executive Director
<b>REQUESTED</b>	<input checked="" type="checkbox"/> Information <input type="checkbox"/> Motion/Action <input type="checkbox"/> Discussion
<b>ATTACHMENTS</b>	<ul style="list-style-type: none"> <li>• Rule Amendment Title 10 JCIA</li> <li>• Rule Amendment Title 8 RV Park</li> <li>• US Army Corps of Engineers Entrance Channel and Small Boat Basin Drawings</li> <li>• Lease Update</li> <li>• 2023 State Financial Audit Reports (Fed. Single Audit, IDC, and Accountability Audit)</li> <li>• Commission Calendar</li> </ul>



## AMENDMENT TO PORT RULES & REGULATIONS

ISSUED BY: Eron Berg, Executive Director/Airport Manager

DATED: September 12, 2024

EFFECTIVE: October 1, 2024

SUMMARY: This amendment updates Title 10 related to JCIA with general updates.

RULE:

### **Title 10 JEFFERSON COUNTY INTERNATIONAL AIRPORT**

Chapters:

[10.01 General Provisions](#)

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### **Chapter 10.01 GENERAL PROVISIONS**

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**10.01.010 Airport Manager.**

The Executive Director of the Port of Port Townsend is the Airport Manager. The Airport Manager, or their delegee, shall at all times have authority to take such action as may be necessary for the handling, placing, protection and safeguarding of the public while present at the airport and to regulate vehicular traffic on the airport. The Airport Manager may suspend or restrict any or all operations without regard to weather conditions whenever such action is deemed necessary in the interest of safety, subject to the review of such action by the Commission.

10.01.020 RESERVED

~~10.01.020 Airport Manager – Delegation of authority.~~

~~The Airport Manager (i.e., Port Executive Director) may delegate his/her authority to an appropriate member of Port staff (e.g., Deputy Director) for the following:~~

~~A. The conduct of daily operations, and;~~

~~B. Coordinating facility maintenance with the Maintenance Department.~~

**10.01.030 Rules, regulations and procedures.**

All aeronautical activities at the airport, all operation and flying of aircraft at the Jefferson County International Airport and all business and other activities on the Airport shall be conducted in conformity with the following:

- A. These rules, regulations and procedures; and
- B. All amendments, supplements, changes and additions hereto which may hereafter be adopted by the ~~Executive Director~~Airport Manager; and
- C. All relevant rules, regulations orders and rulings of the ~~CAB, the~~Federal Aviation Administration (FAA), and, if appropriate or effective, any other governmental agency.

All relevant rules, regulations, orders and rulings of the ~~CAB~~, FAA and other government agencies are hereby made a part of these rules and incorporated herein by this reference; provided, however, that nothing herein contained shall affect or impair any existing agreements. In the event of any conflict between these rules, regulations and procedures and any law, rule, regulation or order of ~~the CAB~~, the FAA, or other governmental agency exercising the same or similar jurisdiction, the latter shall prevail.

**10.01.040 Special events.**

Special events such as air shows, air races, fly-ins, sky diving and all events requiring the general use of the Airport, other than normal or routine airport traffic, shall be held only upon the prior approval of the Airport Manager and on such dates, in such areas, and upon such terms and conditions as shall be specified by the Airport Manager; provided, that sufficient runway be kept open at all times for arriving and departing aircraft.

**10.01.050 Public use.**

The Airport shall be open for public use at all hours of the day and night, subject to regulation or restriction due to weather, the conditions of the landing area, and as may be determined by the Airport Manager, and revocation of the right to use for violation of these rules, regulations and procedures as herein provided.

**10.01.060 Common use areas.**

A. The areas listed below shall be considered common use areas available for use, in common, by all persons flying or operating aircraft on the airport. Said areas shall be kept clear and available for aircraft traffic. Common areas shall include the following:

1. All runways for landing and take-off; all runway, marker, guidance, signal and beacon lights used to guide operation aircraft;



2. All apparatus or equipment for dissemination of weather and wind information, for signaling, for radio-directional finding;
3. All apparatus or equipment for radio or other electrical communication, and any other structure, equipment or mechanism having similar purpose for guiding or controlling flight in the air or the landing and take-off of aircraft;
4. Aprons, ramps, turn-offs, taxi-ways and other areas of the Airport as the Airport Manager shall specify or designate.

B. No fixed base operator or other person shall use any common use area for the following purposes without the prior consent or authorization of the Airport Manager:

1. The parking or storing of aircraft;
2. The repair, servicing or gassing of aircraft; or
3. Any purpose other than the flying and operation of aircraft.

C. Common use areas are subject to change.

#### **10.01.070 Vehicular traffic and parking.**

A. *County and State laws.* All motor vehicles on Airport property, including access roads and parking lots, are governed by State and County traffic ordinances.

B. *Air Operations Area (AOA).* The Airport Manager has the authority to deny, restrict, or cancel the right of any motor vehicle driver to operate on the AOA. AOA shall mean any area of the Airport used for landing, takeoff, or surface maneuvering of aircraft.

C. *Impoundment.* The Airport Manager has the right to tow or otherwise move any motor vehicle for reasons of safety, security, abandonment, or police investigation.

D. *Runway authorization.* No motor vehicles are permitted on runways except those operated by employees of the [AirportPort](#), the FAA, emergency response vehicles, or other vehicles with proper flags or lights and authorization by the Airport Manager.

E. *Speed limits.* Unless otherwise posted, the speed limit on all Airport roadways is twenty (20) miles per hour (mph). The speed limit for motor vehicles on all Airport apron or ramp areas is fifteen (15) miles per hour (mph).

F. *Aircraft have right-of-way.* A taxiing aircraft on apron or ramp areas always has the right-of-way over non-emergency motor vehicles and pedestrians. Motor vehicle drivers are required to pass to the rear of taxiing aircraft.

G. *Proximity to aircraft.* Motor vehicle operators will not maneuver closer than ten (10) feet from any aircraft, or park in such a manner as to impede the movement of ~~aircraft~~aircraft. Specialized vehicles needed to service an aircraft are excluded from this rule.

H. *Designated parking.* Motor vehicle drivers shall park only in designated parking areas. Long-term parking is located in the parking lot to the north of ~~the Airport-~~ Road entrance road and adjacent to the Airport beacon.

I. *Motor vehicle maintenance or display.* Motor vehicle drivers, owners, and agents shall not clean or repair a motor vehicle on Airport property except when specifically authorized by the Airport Manager. No person shall use Airport property to display vehicles, including, but not limited to motor homes, boats, and trailers, for sale.

J. *Long-term defined.* For purposes of this Title 10, “long-term” means seven consecutive days or more.

K. *Long-term parking rates.* Rates charged for long-term motor vehicle parking ~~shall not be excessive, discriminatory or otherwise unreasonable, and shall be filed with the Airport Manager~~ are established by the Commission as part of the Port’s Rate Schedule.

#### **10.01.080 Advertising.**

No signs or other advertising shall be placed or constructed upon the Airport, or any building or structure or improvement thereon, without the prior approval of the ~~Executive Director~~Airport Manager. ~~No signs or advertising shall be permitted if in the Executive Director~~Airport Manager’s opinion it is undesirable, unnecessary orWithout limiting the generality of the foregoing, the Airport Manager may deny a sign request which in any way creates a safety hazard.

#### **10.01.090 Acceptance of rules by use.**

The use of the Airport or any of its facilities in any manner shall constitute an assumption by the user of the rules, regulations and procedures set forth in this Title 10 and shall create an affirmative obligation on the part of the user to abide by and obey the same. Flight instructors shall have the duty to fully acquaint their students with these rules and shall be responsible for the conduct of students under their direction. When a student is flying solo, it shall be ~~their~~his responsibility to comply with all applicable rules.

#### **10.01.100 Operators to keep rules available.**

All persons licensed to do business in, or conducting operations of any kind on, the Airport shall keep a current copy of these rules, regulations and procedures in ~~his/her~~their office or place of business and make the same available to all persons.

**10.01.110 Construction.**

No buildings or structures shall be constructed within Airport boundaries without the prior approval of, and at the sole discretion of, the Commission.

**10.01.120 Posting of rules.**

The rules, regulations and procedures set forth in this Title [10](#) shall be posted in the office building of each fixed base operator.

**10.01.130 Airport Layout Plan.**

The Port may, without the knowledge, consent or approval of any fixed base operator or other person licensed to do business or use part of the Airport, make changes in the Airport Layout Plan (ALP) of the Airport and in its planning and policies in connection with the development of the Airport. The Commission reserves the power to designate as common use areas such portions of any leased area or areas used by any fixed base operator as shall be necessary for the development of the Airport or for the flow of aircraft traffic to other areas on the Airport.

**10.01.140 Surface water protection measures.**

Other Port policies or notices which govern the operation and use of the Airport include, but are not necessarily limited to the following:

- A. Spill Prevention Control and Countermeasure plan (SpCC) - the SPCC was developed to prevent discharges of oil into waters of the State, and to meet the requirements of Title [40](#), Code of Federal Regulations, Part 112; and
- B. Stormwater Pollution Prevention Plan (SWPPP) - the purpose of the SWPPP is to comply with the Washington Department of Ecology's National Pollutant Discharge Elimination System in reducing, eliminating, or preventing the pollution of storm water, through the application of Best Management Practices (BMPs), to surface waters of the State. Compliance with the Port's Environmental BMPs, which are set forth in Appendix "B", is mandatory.

**10.01.150 Agreements required prior to occupancy.**

The following agreements shall be executed by aircraft owners to secure tie-down space and Port owned hangar space prior to occupancy ~~at the Airport~~ [of the same](#):

- A. Tie-down Agreement;
- B. Hangar Agreement; and
- C. Portable Hangar Agreement.

The form of such agreements may be modified by the Port from time to time if deemed necessary.

**10.01.160 Title.**

These rules, regulations and procedures may be known and cited to as the “Jefferson County International Airport Rules,” Title [10](#) of the Port of Port Townsend Rules, Regulations and Procedures.

**Chapter 10.02  
AIRPORT OPERATION AND AIRPORT TRAFFIC**

Sections:

[10.02.010](#) [General.](#)

[10.02.020](#) [Taxiing rules.](#)

[10.02.030](#) [Landing and take-off rules.](#)

[10.02.040](#) [Ground rules.](#)

[10.02.050](#) [Fire regulations.](#)

[10.02.060](#) [Ultralight vehicles operation regulations.](#)

**10.02.010 General.**

A. All aeronautical activities at the Jefferson County International Airport, and all flying of aircraft departing from, or arriving at, the Airport, within three miles horizontally of the center of the Airport, shall be conducted in conformity with the current pertinent provisions of the Federal Aviation Regulations issued by the FAA.

B. The Airport Manager shall at all times have authority to take such action as may be necessary to safeguard the public in attendance at the Airport.

C. The Airport Manager may recommend that all aircraft with radio equipment contact FAA Communications prior to landing for advisory landing information. ~~They~~<sup>He</sup> may suspend or restrict any or all operations without regard to weather conditions whenever such action is deemed necessary in the interest of safety. It is recommended that all radio equipped aircraft keep their radio receivers open to ~~the~~ local ~~FAA-UNICOM~~ frequency~~ies~~ at all times when in the traffic pattern.

D. Instructors shall fully acquaint their students with these rules and shall be responsible for the conduct of students under their direction during dual instructions. When the student is flying solo, ~~is-it~~ shall be ~~their~~<sup>his</sup> sole responsibility to observe and abide by these rules.

#### **10.02.020 Taxiing rules.**

A. No person shall taxi an aircraft to or from the hangar line or to or from an approved parking space until he has ascertained that there will be no danger of collision with any person or object.

B. A pilot of an aircraft equipped with a functioning radio receiver shall guard the UNICOM frequency ~~of the FAA Communication Station, and Air Carriers will guard their frequency on this Airport~~ while taxiing.

C. No aircraft shall be taxied except at a safe and reasonable speed.

D. ~~No a~~Aircraft not equipped with adequate brakes shall not be taxied near buildings or parked aircraft unless an attendant is at a wing of the aircraft to assist.

E. When taxiing to take-off position, the perimeter taxiway will be used; ~~however, the main runway may be used for taxiing until taxiways are constructed.~~

F. Stop aircraft clear of runway for engine check. Make sure runway is cleared of traffic before entering.

#### **10.02.030 Landing and take-off rules.**

A. Landings and take-offs shall be made in the direction most nearly aligned with the wind, unless local conditions make landings and take-offs in any south direction inadvisable.

B. All take-offs shall start at the end of the runways.

C. Aircraft making touch-and-go landings shall not stop on the runway before taking off again.

D. Prior to take off, the pilot of an aircraft equipped with a functioning radio transmitter shall communicate his or her intentions on departure. All aircraft with functioning radio transmitters shall guard the ~~unicom~~UNICOM frequency until more than three miles from the center of the Airport, or until the pilot deems it necessary to switch to other flight controlling frequencies.

E. ~~Good neighbor policy~~Noise Abatement Procedure.

1. Small propeller aircraft (single and twin engine under 12,500).

- i. Approaches Runway 098 and 276: For visibility and terrain clearance, maintain all downwind legs on the south side of the airport. Enter at a 45 degree angle. Maintain an altitude of 1,000' MSL on the downwind leg.
  - ii. Departure 276: No turns ~~prior to golf course~~ below 1,000' MSL. Northern destinations, right turn; southern destinations, left turn. Avoid residential areas south.
  - iii. Departure 098: No turns prior to ~~shoreline~~ 1,000' MSL. Western destinations, left turn.
  - iv. Departures, go-arounds, touch-and-go. Climb runway heading to 1,000' MSL before turning. For controllable pitch aircraft, adjust pitch as soon as safety permits.
2. *Helicopters.* Use the same approach and departure procedures as fixed wing aircraft. Please do not ~~over fly~~ overfly any aircraft on the taxiway or parked aircraft.
- F. Pilots of all aircraft, when making final landings, will clear the runway as soon as possible.

#### **10.02.040 Ground rules.**

- A. Aircraft engines shall be started or warmed up only in the places designated for such purposes. At no time shall engines be turned up when hangars, shops, other buildings, or persons in the observation area, are in the path of the propeller stream.
- B. Aircraft shall not be parked except in areas designated for that purpose.
- C. All repairs to aircraft or engines, except emergency repairs, shall be made in the spaces designated for this purpose and not on the area reserved for landing, take-off, taxiing, routine parking, etc.
- D. No person or persons except airmen, duly authorized personnel, passengers going to or from aircraft, or other persons being personally conducted by airmen or airport attendants shall be permitted to enter the area within the perimeter taxiway. This does not give any person or persons so excepted the privilege of unrestricted use of the space within the perimeter taxiway. These privileges are confined to the necessary use of this space in connection with flights, inspections or routine duties.
- E. No automobile shall be driven on the landing area proper without the express permission of the Airport Manager or ~~their~~ his designated representative.
- F. No automobile shall be parked on the Airport property except in areas designated for that purpose.

#### **10.02.050 Fire regulations.**

- A. All persons using in any way the Airport area or the facilities of the Airport area or the facilities of the Airport shall exercise the utmost care to guard against fire and injury to persons or property.
- B. No person shall smoke within fifty feet of any aircraft.
- C. All aircraft shall be positively grounded when being serviced with fuel.
- D. No aircraft shall be fueled when the engine is running.
- E. In case of crash or fire, call the [fire-emergency station dispatch](#) (911). ~~Do not go to the scene of a crash unless you are on a fire truck, or have some fire equipment.~~

#### **10.02.060 Ultralight vehicles operation regulations.**

Ultralight vehicles will be operated in accordance with the provisions of Federal Aviation Regulation, FAR Part 103 and all other pertinent airport rules and regulations.

- A. *General Rules.* No person, FBO, group or association shall operate any ultralight on the airport without being licensed by one of the three licensing agents recognized by the FAA, which are as follows: the United States Ultralight Association (USUA); the Associated Sports Connection (ASC); and the Experimental Aviation Association (EAA).
- B. *Hours of Operations.* No person may operate an ultralight vehicle within the airport except between the hours of sunrise and sunset. Ultralight operations shall be conducted during VFR weather conditions which require a minimum of three miles visibility and a minimum ceiling of 1,000 feet AGL.
- C. *Communications/UNICOM.* The operator of an ultralight vehicle is encouraged to install and use a functioning VHF radio, and monitor and communicate on frequency 123.0 MHz his/her intentions prior to arriving at or departing the airport.
- D. *Landing and Takeoff Area.* Wheeled ultralights are to operate on the runway (09/27) in use by conventionally certified aircraft and should use no more than half of the active runway when landing and taking off. When ultralight and certified aircraft are jointly using a runway, ultralight pilots must pay particular attention to safely timing operations in respect to traffic. Ultralight aircraft that are landed on the pilot's feet may land in the grassy area where the AWOS is located, when otherwise not in use. This is the field south of the airport ramp.
- E. *Right-of-Way.* Each person operating an ultralight vehicle shall maintain vigilance to see and avoid ultralights and all other aircraft and shall yield the right-of-way to all other aircraft. No person may operate an ultralight vehicle in a manner that creates a collision hazard with respect to any aircraft.

F. *Traffic Pattern and Rules.* The ultralight traffic pattern for landing on the runway shall be 510 feet MSL (400 feet AGL), remain south of the runway, entering and departing the pattern at mid-field to and from the south. Ultralights will use a right-hand pattern for 09 and a left-hand pattern for 27. For ultralight aircraft approaching from the south, and landing on the midfield grass, maintain 510-foot altitude and fly a base leg directly over the threshold of the landing main runway. Proceed from that base leg to the grass landing area starting your descent after well clear of the main runway. For ultralight aircraft approaching from the north and landing on the midfield grass, fly a north pattern at 510 feet MSL in the same direction as the GA aircraft on the other side of the field. See Figure 1, Ultralight and GA Patterns at JCIA, for details. The Airport Manager shall have the right to change, alter, or adjust the ultralight traffic pattern to ~~insure~~ensure safety and minimum impact in respect to noise and to foster good relationships with persons living near the airport.

G. *Suspension of Operations.* The Airport Manager may suspend or restrict any or all operations at the airport for reasons of safety or adverse weather conditions whenever such action is deemed necessary by him/her.

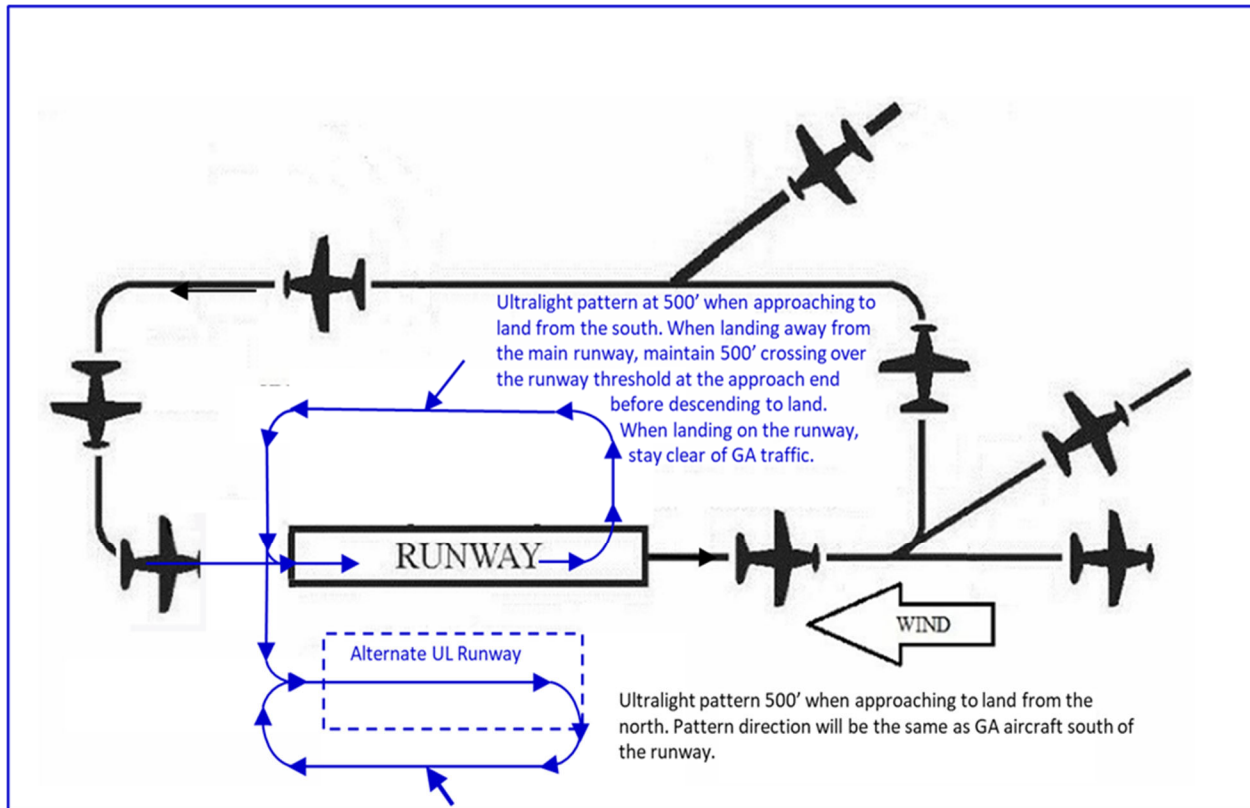
H. *Notice to Airmen (NOTAM).* Prior to any event, fly-in, display or demonstration which has an unusual concentration of ultralight activity a NOTAM shall be posted with the FAA and the Unicom operator advised. Request for NOTAM by event, fly-in, display or demonstration sponsors shall be made to the airport manager a minimum of one day prior to the function.

I. *Pilot Qualifications/Ability.* Ultralight operators should have in their possession a license issued by one of the three licensing agents recognized by the FAA, which are as follows: USUA; ASC; or EAA. Ultralight operators shall have knowledge of appropriate airspace regulations and the airport's operating guidelines as established in the Airman Information Manual. All persons, whether they are FAA certified airmen or not, are responsible for compliance with Federal Air Regulations. The ultralight operator shall be aware of wake turbulence caused by aircraft, helicopters, and wind over both natural and man-made objects on the land (i.e. trees, buildings, etc.). No student ultralight operator may solo without first having approval from a basic flight instructor (BFI) or advanced flight instructor (AFI).

J. *Equipment Qualifications.* All ultralights are suggested to be equipped with the following: a functioning VHF radio; a muffler system in proper working condition; a properly operating and accurate altimeter; and a properly operating flashing beacon.

**Figure 1. Ultralight and GA Patterns at JCIA [REORIENT TO SHOW NORTH UP?]**





## Chapter 10.03

### MINIMUM STANDARDS FOR AIRCRAFT OPERATORS, LEASES & CONCESSIONS

Sections:

[10.03.010 Business activities.](#)

[10.03.020 Application Reserved.](#)

[10.03.030 Reserved Action on application.](#)

[10.03.040 Reserved Supporting documents.](#)

[10.03.050 Reserved Airport licenses and leases non-transferable.](#)

[10.03.060 Reserved Tie-down rates.](#)

[10.03.070 Reserved Collections policy.](#)

[10.03.080 Reserved Pilot-owned hangars.](#)

[10.03.090 Transient hangar policy.](#)

**10.03.100 Refuse.****10.03.110 Approval of construction.****10.03.120 Operation area.****10.03.130 Fixed base operators.****10.03.140 Waiver of Chapter 10.03, provisions.****10.03.150 Business name.****10.03.160 No duty to maintain, repair, restore or replace.****10.03.170 Commission consideration of applications.****10.03.010 Business activities.**

Subject to applicable orders, certificates or permits of ~~the CAB or~~ the FAA, or their successors, no person shall use the Airport, or any portion thereof, or any of its improvements or facilities for revenue producing commercial, business, or aeronautical activities who has not first complied with these rules, regulations and procedures and obtained the consent and all appropriate permits, ~~and~~ licenses, agreements or leases for such activities from the Commission and entered into such written leases and other agreements prescribed by the Commission, or agreed upon by the Commission and such personPort.

**10.03.020 Application Leasing.**

Leasing arrangements at the Airport shall follow the Port's standard practices and Lease Policy. Applications for leases of ground on the Airport, or for permission to carry on any commercial, business or aeronautical activity on the Airport, with the necessary permits and licenses, shall be made to the Airport Manager on forms prescribed by the Executive Director. The Airport Manager shall present the application to the Commission at its next regular meeting. The Commission may, if it deems it advisable, have a public hearing upon the application. The applicant shall submit all information and material necessary, or requested by the Commission, to establish to the satisfaction of the Commission that the applicant can qualify and will comply with these rules, regulations and procedures. The application shall be signed and submitted by every party owning an interest in the business, those who will be managing the business, every partner or a partnership, and each director and officer of a corporation.

**10.03.030 - 10.03.080 Reserved.****~~10.03.030 Action on application.~~**

~~A. The Commission may deny any application, if, in its opinion, it finds any one or more of the following:~~

~~1. The applicant for any reason does not meet the qualifications, standards and requirements established by these rules, regulations and procedures;~~

~~2. The applicant's proposed operations or construction will create a safety hazard on the Airport;~~

~~3. The granting of the application will require the Port to spend the Port's funds, or to supply labor or materials in connection with the proposed operations to an extent which or at a time when the Commission is unwilling to enter into such arrangement, or the operation will result in a financial loss to the Port;~~

~~4. There is no appropriate, adequate or available space or building on the Airport to accommodate the entire activity of the applicant at the time of the application;~~

~~5. The proposed operation or airport development or construction does not comply with the layout plan of the Airport;~~

~~6. The development or use of the area requested by the applicant will result in depriving existing fixed base operators of portions of the area in which they are operating; or will result in a congestion of aircraft or buildings; or will result in unduly interfering with the operations of any present fixed base operator on the Airport through problems in connection with aircraft traffic or service, or preventing free access to the fixed base operator's area;~~

~~7. Any party applying or interested in the business has supplied the Commission with any false information or has misrepresented any material fact in his/her application or in supporting documents; or has failed to make full disclosure on his/her application or in supporting documents;~~

~~8. Any party applying, or interested in the business has a record of violating these rules, regulations and procedures, or the rules and regulations of any other Airport, or the Civil Air Regulations, the Federal Aviation Regulations or any other rules and regulations applicable to the Jefferson County International Airport;~~

~~9. Any party applying, or interested in the business has defaulted in the performance of any lease or other agreement with the Port of Port Townsend;~~

~~10. Any party applying, or interested in the business has a credit report which contains derogatory information and does not appear to be a person of satisfactory business responsibility and reputation;~~

~~11. The applicant does not appear to have, or have access to the finances necessary to conduct the proposed operation for a minimum period of six months;~~

~~12. Any party applying, or interested in the business has been convicted of any crime or violation of any county ordinance of such a nature that it indicates to the Commission that the applicant would not be a desirable operator on the Airport; or~~

~~13. The protection of the health, welfare, safety or morals of the inhabitants of Jefferson County requires that the application be denied.~~

~~B. Nothing contained herein shall be construed to prohibit the Commission from granting or denying, for any reason it deems sufficient, an application to do business on the Airport for the purpose of selling, furnishing or establishing non-aviation products and supplies or any service or business of a non-aeronautical nature, or the application by a person for an area on the Airport for the personal non-profit use of such person.~~

~~**10.03.040 — Supporting documents.**~~

~~The following information shall be submitted for all applications for leases of ground on the Airport, or for permission to carry on any commercial, business or aeronautical activity on the Airport:~~

~~A. A current financial statement prepared or certified by a Certified public Accountant.~~

~~B. A written listing of the assets owned or being purchased which will be used in the business on the Airport.~~

~~C. A current credit report covering all areas in which the applicant has done business during the past ten years.~~

~~D. A written authorization for the FAA and the CAB, and all aviation or aeronautic commissions, administrators, or departments of all states in which the applicant has engaged in aviation business to supply the Port of Port Townsend with all information in their files relating to the applicant or his operation. The applicant shall execute such forms, releases and discharges as may be requested by any of these agencies.~~

~~**10.03.050 — Airport licenses and leases non-transferable.**~~

~~No right, privilege, permit or license to do business on Jefferson County International Airport, or any lease of any area of the Airport shall be assigned, sold or otherwise transferred or conveyed in whole or in part without the prior consent of the Commission.~~

~~**10.03.060 — Tie down rates.**~~

~~Rates charged for hangar space, T-hangar rentals, tie-downs, and service charges in connection with aircraft shall not be excessive, discriminatory or otherwise unreasonable, and shall be filed with the Airport Manager. Transient and home-owned aircraft using parking facilities of the Airport, not under lease to fixed base operators, shall be charged in accordance with rates on file with the Assistant Airport Manager.~~

**~~10.03.070 — Collections policy.~~**

~~Should there be delinquencies in any payments by any person for tie down, hangar, or lease agreements, the Port shall follow the procedures set forth in the following Resolutions and Minutes:~~

~~A. Late charges and Accounting Treatment: Resolution No. 104-92;~~

~~B. Collection policy: Minutes of April 8, 1992; and~~

~~C. Airport Rental Use and Collection of Charges: Resolution No. 156-95.~~

**~~10.03.080 — Pilot-owned hangars.~~**

~~The following provisions shall apply to all pilot-owned hangars at the Airport:~~

~~A. When the pilot leaves, the hangar shall also be removed unless it is sold.~~

~~B. Hangars shall be placed on the pad.~~

~~C. There shall be no power or water supplied at this time. If, in the future, these facilities are feasible, then the utilities would be supplied for all pilot-owned hangars and all would share the increased cost.~~

~~D. The basic amount of land rental shall be the same as the tie-downs and shall be adjusted with any tie-down increase or decrease.~~

~~E. The "securiTee" brand of hangar is recommended and any other brand shall be submitted to the Commission for prior approval.~~

**10.03.090      Transient hangar policy.**

A. The Port ~~of Port Townsend~~ retains the right to temporarily assign another aircraft to any hangar that is vacant for more than sixty days, or upon the request of the hangar tenant. The primary tenant shall maintain the full rights reserved providing ~~he/she/they~~ pays the hangar rent on a current basis. The Port will assess the subtenant a monthly fee equal to the percentage consistent with the Port's long-term transient policy.

B. A transient shall be assigned on a first come first served basis from the hangar waiting list.

C. When a person becomes eligible for a hangar and does not own an aircraft, ~~he/she/they~~ will have ~~180~~365 days from the notice date to obtain an aircraft. If the party has not obtained an airplane within the time limit, ~~he/she/they~~ will be placed at the bottom of the waiting list.

~~D. If a person wishes to relinquish his/her/their hangar, he/she/they may go on the top of the waiting list by paying the waiting list fee.~~

~~D~~E. Hangar tenancy is solely based upon the name of the person signing the hangar agreement. The hangar is not transferable in the event the aircraft is sold, even to a partner.

~~E~~F. The name of the person on the aircraft registration certificate shall be used to establish legitimacy of the aircraft occupying the hangar.

#### **10.03.100 Refuse.**

No person shall throw, dump or deposit any waste, refuse or garbage on the Airport.

All waste, refuse or garbage shall be placed ~~in~~ and kept in closed garbage cans or containers and all areas adjoining garbage cans and containers shall be kept in a safe, neat, clean and orderly manner at all times and in such a manner as to minimize any hazards.

Port provided garbage is for non-commercial garbage generated incidental to hangar use. No outside waste (i.e., construction debris, household garbage, etc) is allowed.

#### **10.03.110 Approval of construction.**

No buildings, structures, tie-downs, ramps, paving, taxi areas, or any other improvement or addition on the Airport shall be placed or constructed on the Airport, or altered or removed without the prior approval of the ~~Commission. In the event of any construction, the Commission may, in its sole discretion, require an appropriate bond to guarantee the completion of the construction in accordance with the Commission approved plans~~Port.

#### **10.03.120 Operation area.**

No person authorized to operate on or conduct business activities on the Airport shall conduct any of its business or activities in any area except those specified by the Commission, ~~or~~ the Airport Manager, and ~~or~~ the applicable lease.

#### **10.03.130 Fixed base operators.**

A. No person shall use the Airport as fixed base operator until such person has entered into a fixed base operator lease with the Port~~applied for and received from the Commission a fixed~~

[base operator's license](#) and has met the qualifications, standards and requirements of these rules, regulations and procedures. A fixed base operator shall be a person who carries on one or more of the following services for profit on the Jefferson County International Airport:

1. Aircraft sales;
2. Parts and accessories sales;
3. Charter operations, which include, without limitation, passenger or "air-taxi", freight or delivery, photography, aerial survey, etc.;
4. Aircraft rental;
5. Flight instruction and ground schools;
6. Maintenance services, which shall include services in one or more of the following:
  - i. Airframe overhaul and repair;
  - ii. Engine overhaul and repair;
  - iii. Radio and electrical shop;
  - iv. Instrument shop;
  - v. Aircraft interior work; and
  - vi. Refinishing and painting.
7. Line services which shall include one or more of the following services:
  - i. Supplying fuel, oil and other fluids;
  - ii. De-icing fluid; and
  - iii. Interior cleaning.
8. Aircraft storage, inside and/or outside.

B. In order to qualify for a fixed base operator's authorization, the fixed base operator shall, in addition to meeting all other requirements and qualifications set out in these rules, regulations and procedures, meet the following minimum standards [for any of the services provided](#):

1. *Office and Outside Area.* A fixed base operator shall provide the office required by these rules and shall lease from the Port on the Airport an area of sufficient size to carry on the activities as enumerated in subsection A, above.

2. *Charter Operations.* A fixed base operator ~~may~~must own ~~a least one~~ aircraft based on the Jefferson County International Airport which is so equipped and maintained as to comply with applicable rules and regulations of ~~the CAB and~~ the FAA.

3. *Aircraft Rentals.* A fixed base operator shall ~~it~~ own at least one aircraft based on the Jefferson County International Airport available for rental and which is so equipped and maintained as to comply with applicable rules and regulations ~~the CAB and~~ the FAA.

4. *Flight Instruction and Ground School.* A fixed base operator shall maintain classrooms and instructional materials and aids necessary for the conduct of ground school ~~and. S~~ shall also own and have based upon the airport one or more airplanes suitable for flight instruction.

5. *Maintenance Services.* A fixed base operator shall provide a shop building of sufficient size to accommodate at least one twin engine aircraft. In addition ~~he/she~~they shall equip the shop with such tools, machinery, equipment parts and supplies normally necessary to conduct a full time business operation in connection with the maintenance service being offered. Such shop shall be staffed by mechanic and personnel who are qualified and competent and who hold any and all certificates necessary from the ~~CAB or~~ FAA.

~~6. *Line services.* A fixed base operator shall provide and maintain all necessary fueling facilities and an adequate supply of gasoline(s), oils, fluids, etc. and provide service during normal business hours. No fuel shall be delivered into any aircraft unless the fuel has first been placed in a suitable and approved filtration tank.~~

~~76.~~ *Aircraft Storage.* A fixed base operator shall maintain outside tie-downs to accommodate the normal traffic desiring such facilities.

~~C. Each fixed base operator shall, upon being authorized by the Commission, and as the construction of any required physical facilities permit, immediately commence and conduct on a full time basis all business activities and services authorized.~~

~~D. Each fixed base operator shall provide and maintain an office which shall be staffed and open to the public during the normal business hours of each normal business day which shall be the operator's office or place of business in the Airport and shall provide therein at least a waiting room with appropriate furnishings, separate restrooms for men and women and a public telephone. These facilities and office shall be kept in a neat, clean and orderly condition and properly painted. Only one office shall be required of each fixed base operator. No fixed base operator, or its employees, agents, officers or other persons connected with the business shall use the office area or other facilities of any other fixed base operator without the consent of said fixed base operator.~~



~~EC.~~ The fixed base operator and all personnel and employees shall be competent and shall hold all current, valid certificates, permits, licenses or other authorities required by ~~the CAB and~~ the FAA, including any required FAA Air Taxi permits and Public Service Commission certificates. Fixed base operators shall not utilize any pilot in any aircraft operation who does not hold valid and current certificates from the ~~CAB and~~ FAA necessary for him to conduct such activities.

~~FD.~~ Each fixed base operator approved shall ~~t~~ enter into an agreement with the Port which includes an agreement on the part of the fixed base operator to accept, be bound by, comply with and conduct ~~his/her~~ their business operations in accordance with these rules, regulations and procedures and to agree that ~~his/her~~ their license and authority to carry on business on the Jefferson County International Airport shall be subject to the terms and conditions set out in these rules, regulations and procedures and the revocation or termination thereof is herein provided.

~~G.~~ ~~Unless otherwise agreed to by the Commission, the fixed base operator shall, at his own expense, provide, construct, install, equip and maintain all utilities, building, structures, ramps, tie-down areas, taxiways, fences and all other facilities and improvements, requested or approved by the Commission as being advisable and necessary for the fixed base operator to carry on the activities or services authorize by the Commission. The Commission may in its discretion, provide Port assistance in the development of the operation area.~~

~~H.~~ ~~The fixed base operator shall promptly pay when due, all charges for sewer, water, power, telephone service and all other utilities and services supplied to his/her operation on the Airport, all wages or salaries and all rentals, fees and payments payable to the Port.~~

~~I.~~ ~~Plans and specifications for all construction shall be submitted to the Commission for its approval within 90 days after approval of the application and construction thereon shall commence within 90 days after approval of the plans and specifications by the Commission. All construction shall be completed by the fixed base operator within one year from the date of the Commission approval of the plans and specifications. These times may be extended by the Commission upon good cause shown by the fixed base operator. All construction shall comply with all applicable building codes and ordinances.~~

~~J.~~ ~~Airport areas on which fixed base operator facilities, if any, are to be constructed or operated shall be specified by the Commission or the Airport Manager in accordance with these rules and the Airport Layout Plan of the Jefferson County International Airport.~~

~~K.~~ ~~Unless otherwise provided by the Commission, all operations of the fixed base operator shall be conducted on one area of sufficient size to accommodate all services allowing for future growth and as contemplated by the Commission, Airport Manager or the applicant, at the time of application, to the extent however, that space is available on the Airport. The fixed base operator shall carry on his/her business operations strictly within the area assigned him/her by the Commission or the Airport Manager and his operations shall not in any way~~

~~interfere with the operations of other fixed base operators, agencies or other businesses operating on the Airport; the use of the Airport by the general public; or with any common use areas. The fixed base operator shall not use any common use areas except as authorized by these rules or the Airport Manager.~~

~~L. For a fixed base operator to qualify for a license he must have available sufficient operating funds to conduct the proposed business for a period of a least six (6) months.~~

~~M. A fixed base operator shall cooperate with the Airport Manager in operation, management and control of the Airport and shall do all things reasonable to advance or promote the Jefferson County International Airport and aeronautical activities thereon and to develop the Airport into an attractive, efficient and modern Airport.~~

ND. All complaints against any fixed base operator for violation of these rules shall be made in writing, signed by the party submitting the complaint and shall specify dates, times and witnesses, if any.

~~OE. The fixed base operator agrees to indemnify, defend, and save the Port of Port Townsend and its authorized agents, officers, representatives and employees harmless from and against any and all actions, penalties, liability, claims, demands, damages, or loss resulting from claims or court actions, whether civil, criminal or in equity, and arising directly or indirectly out of acts or omissions of the fixed base operator, his/her (its) agents, employees, servants, guests or business visitors.~~

~~PF. To guarantee performance of subsection "O", above, the fixed base operator shall secure public liability and property damage insurance on which the Port of Port Townsend shall be named as joint assured with the fixed base operator. Such policies of insurance shall be maintained in full force and effect during all terms of existing leases, agreements or business licenses or renewals or extensions thereof. Such policies shall be for not less than \$1,000,000 combined single limit for each occurrence and shall be placed with a reputable company approved by the Port of Port Townsend. Copies of all such policies of insurance shall be delivered to the Port of Port Townsend and shall be held for the benefit of the parties as their respective interests may appear. The amount of said insurance shall not be deemed a limitation on the fixed base operator's liability to the Port and if the Port of Port Townsend or any of its authorized agents, officers, representative or employees becomes liable for an amount in excess of the insurance, the fixed base operator will save and hold them harmless for the whole thereof.~~

~~QG. The fixed base operator shall furnish all services authorized or licensed by the Commission on a fair, equal, and not unjustly discriminatory base to all users thereof and shall charge fair, reasonable, and not unjustly discriminatory prices for each unit or service; provided, that the fixed base operator may make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers, if permitted by law.~~

~~RH. The Commission shall have the right in its discretion to terminate any lease or other agreement authorizing the fixed base operator to conduct any services or business on the Airport and to revoke a fixed base operator's license, authority or permit to do business upon the Jefferson County International Airport for any cause or reason provided in these rules, or by law and in addition thereto, upon the happening of any one or more of the following:~~

~~1. A filing of a petition voluntarily or involuntarily, for adjudication of the fixed base operator as a bankrupt.~~

~~2. The making by the fixed base operator any general assignment for the benefit of creditors.~~

~~3. The abandonment or discontinuance of any permitted operation at the Airport by the fixed base operator or the failure to conduct them on a full time~~full-time~~ basis without the prior approval of the Commission.~~

~~4. Except for payment of rents, charges, fees and other payments to be paid to the Port, the failure of the fixed base operator to remedy any default or breach of violations by him, or his personnel in keeping, observing, performing, and complying with, Chapters 10.01 and 10.03 of this Title, covenants and conditions in any lease or agreement entered into pursuant hereto on the part of the fixed base operator to be performed, kept or preserved, within thirty (30) days from the date written notice from the Airport Manager has been mailed or delivered to the place of business of the fixed base operator at the Jefferson County International Airport;~~

~~5. The failure to promptly pay to the Port, when due, all rents, charges, fees and other payments which are payable to the Port by the operator;~~

~~i. Violates any of the rules of this Chapter 10.03; or~~

~~ii. Engages in unsafe or abnormal or reckless practices in the operation of an aircraft on or in the vicinity of the Jefferson County International Airport, which creates a hazard to the safety of other airport users, other aircraft, or the general public, or endangers property, or which could, if any emergency developed foreseeable result in causing personal injuries or death to a person or damage to property; or~~

~~iii. Causes personal injury to or the death of a person, or property damage involving in excess of \$500 for repairs or loss; or~~

~~iv. Operates the business of the fixed base operator in such a fashion as to create a safety hazard on the Airport to other Airport users, aircraft or property on the Airport, the general public on the Airport, or any pilots, students or passengers.~~

~~6. Any party applying for a fixed base operator's license, or who is interested in the business, supplied the Commission with any false information or misrepresented any material fact to the Commission in the application, supporting documents, or in statements to or before the~~

~~Commission; or failed to make full disclosure to the Commission in the application, the supporting documents or in statements to or before the Commission.~~

~~In the event of such termination, the fixed base operator shall forthwith peaceably vacate the Airport and surrender possession of the premises to the Port and cease and desist all business operations on the Airport. Should the Operator fail to make such surrender, the Port of Port Townsend shall have the right at once and without further notice to the fixed base operator to enter and take full possession of the space occupied by the fixed base operator on the Airport by force or otherwise, and with or without legal process to expel, oust and remove any and all parties and any and all goods and chattels not belonging to the Port of Port Townsend that may be found within or upon the same at the expense of the Operator and without being liable to prosecution or to any claim for damages therefor. Upon such termination by the Port of Port Townsend, all rights, powers and privileges of the fixed base operator hereunder shall cease, and the fixed base operator shall immediately vacate any space occupied by it under the agreement or any lease or leases and shall make no claim of any kind whatsoever against the Port of Port Townsend, its agents or representatives by reason of such termination or any act incident thereto.~~

~~SI. In addition to all other rights and remedies provided in these rules, the Port of Port Townsend shall have any and all other remedies at law or in equity, including the equitable remedy of injunction, to enforce these rules, regulations and procedures.~~

~~TJ. Subject to the terms of any written agreement or lease, the Commission, in its discretion, may permit the fixed base operator to remove from the Airport any buildings or structures thereon owned or constructed thereon by the operator.~~

~~UK. To the extent necessary to protect the rights and interests of the Port of Port Townsend or to investigate compliance with the terms of these rules, regulations and procedures, the Airport Manager, any member of the Commission, the Port Engineer, the Port Attorney and any other agent of the Port of Port Townsend, shall have the right to inspect at all reasonable times all Airport premises together with all structures or improvements, and all aircraft, equipment and all licenses and registrations.~~

~~VL. Each fixed base operator shall be responsible for the removal of snow and ice from all his leased areas and areas in which he is authorize to operate, and shall keep his their leased areas and areas in which he isthey are authorized to operate free and clear of all weeds, rocks, debris and other material which could cause damage to aircraft, building, persons or automobiles as the result of aircraft engine operation. The Port may, at the request of the Operator fixed base operator and in the discretion or the Airport Manager assist the fixed base operator in the snow, ice and weed removal, provided such Operator fixed base operator shall assume the liability of the Port's actions in this regard and shall defend, indemnify and hold the Port, its officers, agents and employees harmless from all liability in connection with all things done by the Port pursuant hereto and in connection with such snow, ice and weed removal.~~

~~WM. The fixed base operator shall park and store the aircraft used in his operations and his customers' aircraft on his/their assigned area only, unless he/they arranges for such parking with another fixed base operator, or the Airport Manager.~~

**10.03.140 Waiver of Chapter 10.03, provisions.**

The ~~Executive Director~~Airport Manager may in his/her discretion, waive all or any portion of Chapter 10.03 of these Rules, Regulations and Procedures for the benefit of any commercial airline, any Government or Governmental Agency or Department or person performing non-profit public service to the aircraft industry, or performing air search and rescue operations, or performing fire prevention or fire-fighting operations. Any such waiver shall only be enforceable if it is in writing, express, and signed by the Port.

~~10.03.150 Business name.~~

~~No person shall conduct business operations on the Airport under a business name the same as or deceptively similar to the business name of any other fixed base operator previously established on the Airport.~~

**10.03.160 No duty to maintain, repair, restore or replace.**

Nothing contained in these Rules, Regulations and Procedures shall be construed as requiring the Port to maintain, repair, restore or replace any structure, improvement or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the Port.

~~10.03.170 Commission consideration of applications.~~

~~The Commission will consider an application by an individual for a permit, on a year to year basis, to perform in one of the following functions when not connected with a fixed base operator:~~

- ~~A. Flight instructor;~~
- ~~B. Ground School Instructor;~~
- ~~C. Aircraft Mechanic;~~
- ~~D. Avionics or other specialized technicians; or~~
- ~~E. Agricultural applicator pilot.~~

**Chapter 10.04  
GOVERNMENT AGREEMENTS**

Sections:

**10.04.010 War and national emergency.**

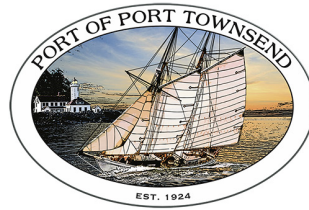
**10.04.020 Permissions subordinate to agreements with the United States.**

**10.04.010 War and national emergency.**

Consistent with the granting deed from the United States of America, Dduring time of war or national emergency the ~~Port United States~~ shall have the right to lease the Airport, or the landing area, or any part thereof ~~to the United States Government~~ for military ~~or naval~~ use, and, any license or authority granted under these rules and any lease and agreement executed pursuant hereto shall be subject to such Government lease and the provisions of the Government lease shall control insofar as they are inconsistent with the said operators agreement, lease or authority.

**10.04.020 Permissions subordinate to agreements with the United States.**

Any license, authority, lease or agreement entered into pursuant to these regulations shall be subject and subordinate to the provisions of any existing or future agreement between the Port ~~of Pport Townsend~~ and the United States, relative to the operation or the maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport.



## AMENDMENT TO PORT RULES & REGULATIONS

ISSUED BY: Eron Berg, Executive Director

DATED: September 12, 2024

EFFECTIVE: October 1, 2024

SUMMARY: This amendment updates Title 8 related to RV Parks with general updates.

RULE:

### Chapter 8.01 RV PARK RULES & REGULATIONS

Sections:

[8.01.010 Conflicts – More specific provisions apply.](#)

[8.01.020 Indemnification and insurance.](#)

[8.01.030 Maximum site occupancy – Permissible site uses.](#)

[8.01.040 Duration of stay – Nightly guests – Winter monthly guests.](#)

[8.01.050 Checkout time – Overstays.](#)

[8.01.060 Quiet hours.](#)

[8.01.070 Prohibited behaviors and activities.](#)

[8.01.080 Disposal of refuse – Use of dump stations.](#)

[8.01.090 Pets.](#)

[8.01.100 Speed limit.](#)

[8.01.110 Safe vehicle operation – Current registration required.](#)

**8.01.120**      **Emergency access – Removal of RVs.****8.01.130**      **Assumption of risk – Hold harmless.****8.01.140**      **Violations – Grounds for removal.****8.01.010**      **Conflicts – More specific provisions apply.**

If any provision of this chapter conflicts with the general provisions set forth in Chapter [1.04](#), the provisions of this Chapter [8.01](#) shall apply.

**8.01.020**      **Indemnification and insurance.**

A. *Indemnification.* All users of RV parks and related facilities operated by the Port of Port Townsend, including without limitation nightly guests and monthly guests shall indemnify and hold the Port of Port Townsend, its employees, officials, and agents harmless from all damage to property and injury or death to persons that results, directly or indirectly, from user's use and/or occupancy of Port property. This indemnification shall not apply to damage caused by the sole negligence of the Port but shall be enforceable to the maximum extent permitted by law. This indemnification provision shall supplement any other agreements that user has with the Port.

B. All owners of vehicles staying at RV parks operated by the Port of Port Townsend, even on a temporary basis, shall maintain insurance in force and good standing on the vehicle. Port Staff shall have the right, but not the obligation, to request such evidence of insurance. Failure to have such documentation may be grounds for termination of RV park guest privileges.

**8.01.030**      **Maximum site occupancy – Permissible site uses.**

A. No more than one (1) RV and one (1) towing or towed vehicle shall be permitted per assigned space, PROVIDED, HOWEVER, that Port staff may also permit small boats and small boat trailers on a discretionary basis, by prior arrangement.

B. Under no circumstance shall the occupancy per site within the Port's RV parks exceed six (6) persons.

C. The registrant and ~~his/her~~[their](#) party shall be the only persons permitted to stay overnight at the site.

D. Sites within the Port's RV parks shall be used for solely for private recreational purposes, and business and commercial activities are strictly prohibited.

**8.01.040**      **Duration of stay – Nightly guests – Winter monthly guests.**



A. During the period between June 1st and September 30th, no guest shall be permitted to stay for more than fourteen (14) nights, PROVIDED, HOWEVER, that stays may be extended by up to seven (7) additional days, for not more than a total of twenty-one (21) days in any thirty (30) day period.

B. During the period between October 1st and May 31st, monthly rates may be made available on a wholly discretionary basis by prior arrangement. During this period, guests will be assigned spaces solely at the discretion of Port staff, and sites on “the Point” are not available. ~~If permitted, monthly guests may stay for up to 180 consecutive days, consistent with the Port Townsend Municipal Code, PROVIDED that under no circumstance may the total stay exceed 180 days in any calendar year (please refer to the definition of “recreational vehicle park, public” in PTMC §17.08.060).~~

C. Fees shall be payable in advance and must be kept current throughout a guest’s stay.

**8.01.050 Checkout time – Overstays.**

Checkout time shall be 12:00 p.m. Guests overstaying the checkout time (without prior approval from Port staff) shall be charged for an additional night’s stay.

**8.01.060 Quiet hours.**

Quiet hours shall be from 10:00 p.m. to 8:00 a.m. During this period, no use of generators shall be permitted. ~~No extended idling shall be permitted at any time (i.e., during or after quiet hours).~~

**8.01.070 Prohibited behaviors and activities.**

The following behaviors and activities shall be prohibited in all Port RV parks:

- A. Loud, boisterous, and lewd and lascivious conduct.
- B. Behavior that disturbs or creates a nuisance on Port premises.
- C. Drinking alcoholic beverages, except in assigned spaces and within RVs.
- D. Car camping and tent camping, provided that vehicles with integrated tents or pop-ups, are allowed.
- E. Moving picnic tables.
- F. Discharging hazardous or toxic materials on Port premises or surrounding waters and lands.
- G. Keeping and/or riding horses.

- H. Automobile and/or RV maintenance and repair, including changing oil, and the washing of vehicles and boats.
- I. Riding motor scooters and motor bikes, except when entering or exiting an RV park en route to an assigned space.
- J. Drying clothes and towels outside of RVs.
- K. Skirting of RVs.
- L. Use of large appliances outside of RVs (e.g., refrigerators).
- M. Decks, porches or other appurtenances added to or constructed around RVs.
- N. The placement of separate storage units within assigned spaces.
- O. ~~The cleaning of fish, crab or other seafood.~~ Extended idling of vehicles.
- P. The washing of clothes or dishes in public restroom and shower areas.
- Q. The dumping of port-a-potties in restrooms.
- R. Campfires or open flames, including beach fires.
- S. The collection of driftwood.
- T. Propane tanks and tank installations other than those attached to RVs.
- U. Swimming in marinas, HOWEVER, swimming from beaches is permitted at the user's own risk, and caution is advised as no lifeguards are on duty.
- V. Climbing on jetties or on rip rap installations within marinas.
- W. Smoking within any Port owned building that is used by and open to the public, or within twenty-five feet from entrances, exits, windows that open or ventilation intakes of such buildings (e.g., public restrooms, laundry facilities).

**8.01.080 Disposal of refuse – Use of dump stations.**

- A. Sites must be maintained in a clean and clutter-free manner at all times.
- B. All refuse and litter shall be placed in paper or plastic bags and deposited in receptacles furnished by the Port for that purpose.

C. Cleaning of fish, crab or other seafood in the park is discouraged. Any resulting offal must be contained and disposed of via non-leaking plastic bags or containers.

D. Gray and black water holding tanks shall be discharged only at dump stations ~~furnished by the Port for that purpose.~~

**8.01.090 Pets.**

Pets are allowed in the Port's RV parks, subject to the regulations set forth in this section.

A. Pets shall be under the owner's control at all times and must be restrained on a leash not more than ten (10) feet in length, or otherwise physically restrained.

B. Except for service dogs, pets are not allowed in restroom or laundry areas.

C. Leashed pets shall not be left unattended.

D. Pets may not be tied to electrical or water hookups.

E. Owners shall responsibly clean up and properly dispose of pet feces. Failure to clean up after a pet will result in a service fee of not less than \$50.00.

F. Noisy, messy, destructive or dangerous pets will be cause for immediate eviction from Port RV parks.

**8.01.100 Speed limit.**

The speed limit in all Port RV parks is 5 miles per hour.

**8.01.110 Safe vehicle operation – Current registration required.**

A. All vehicles shall be maneuvered and parked in a safe and orderly manner.

B. All vehicles within Port RV parks shall have current registration tabs, be insured, and be in proper running order to ensure that they cause no hazard or damage to others.

**8.01.120 Emergency access – Removal of RVs.**

A. Areas between parked RVs shall remain open at all times for purposes of emergency access and fire protection.

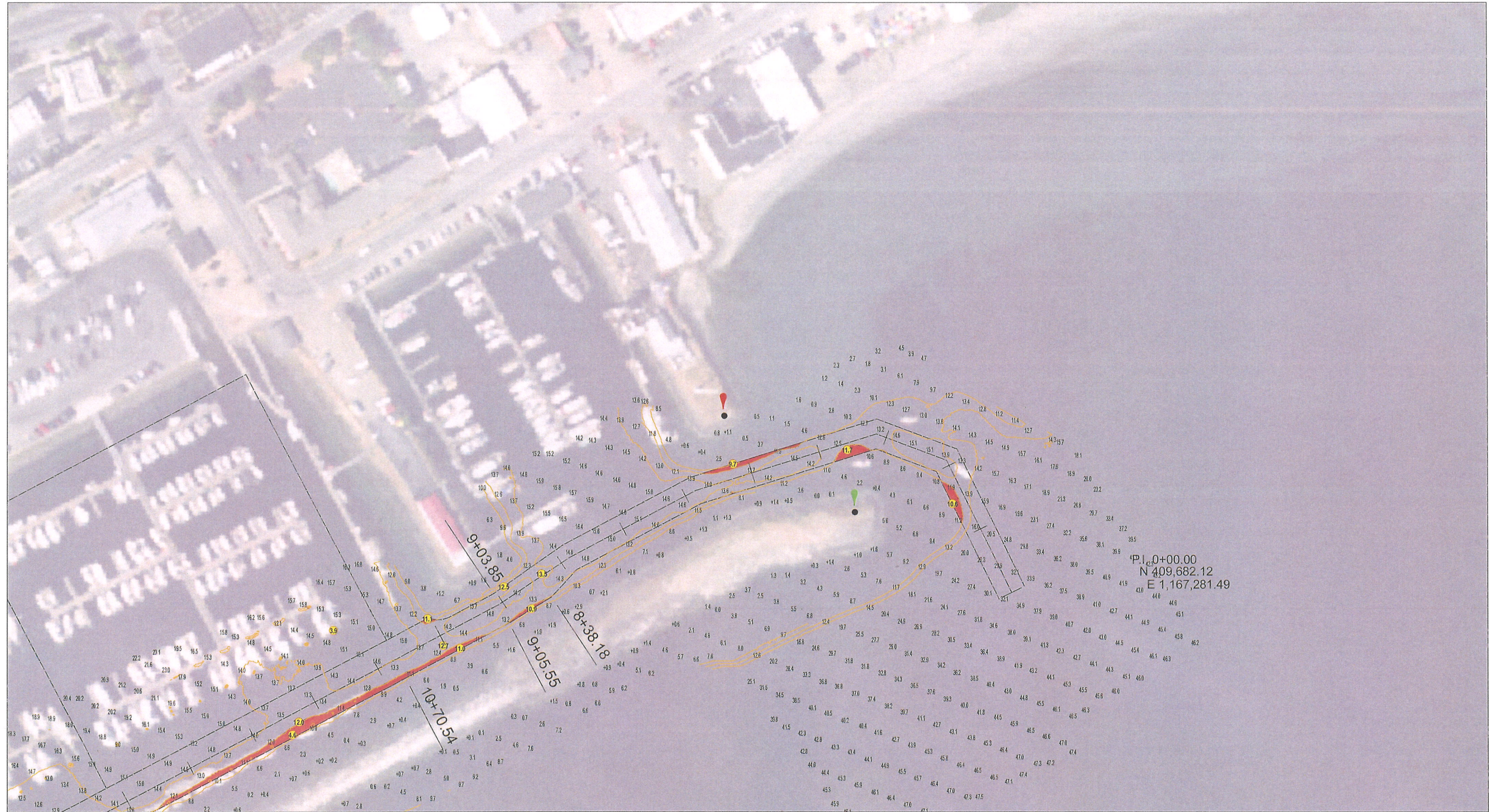
B. All RVs shall be capable of being removed from the RV parks with minimum notice (e.g., in operable/drivable condition).

**8.01.130 Assumption of risk – Hold harmless.**

The assumption of risk and hold harmless provisions of §§[1.04.010](#) and [1.04.020](#) shall apply within all Port RV parks.

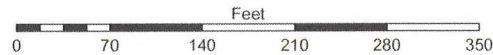
**8.01.140      Violations – Grounds for removal.**

Violations of any of the terms of this Chapter [8.01](#) shall constitute grounds for immediate rescission of the RV Guest License and Port Use Agreement and may result in immediate removal from Port property.



**LEGEND**

— Federal Navigation Channel	□ Beneficial Use Site	⊗ Obstructions
— Federal Navigation Center Line	□ Access Channel	◇ Typical Lighted Buoy
⋯ Cable Submarine	□ Staging Area	◇ Typical Buoy
— Cable Overhead	□ Barrow Area	! Typical Light
□ Placement Area	⚓ Wrecks	△ Typical Daymarks



\*\* Shoalest sounding per quarter, per each area. Areas are defined by change in width and/or depth.

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**NOTES:**  
The channel alignment shown on this map is Alignment 1998

The following equipment was used for this survey:  
R2 Sonic 2024 MultiBeam, 140 degree swath,  
1.5x1.5 individual beam,  
310 khz transducer,  
Renishaw Merlin LIDAR

Survey Vessel, 1-16-32

The following surveys were used to create this drawing set:  
Condition Survey, 31 July 2024, 2024pt001

**NOTES:**

- Sounding and elevations are in feet and refer to the plane of NOS Mean Lower Low Water (MLLW), Epoch 1983-2001. Tide correction based on Geoid 2018 using Real Time Kinematic (RTK). Soundings taken above the datum plane are prefixed with a (+) sign.
- Horizontal Datum: WGS-84. Projected coordinate system: Lambert Grid Projection, State Plane, Washington North Zone, 4601, Surveyed in North American Datum of 1983/2011. Plotted in North American Datum of 1983/91. Horizontal units are U.S. Survey Feet.
- The information depicted on this map represents the results of surveys made on the date indicated and can only be considered as indicating the general conditions existing at that time.
- The location of navigation aids and cables are provided by the U.S. Coast Guard, NOAA or the Corps of Engineers. Consult U.S. Coast Guard Light List and U.S. Coast Pilots for supplemental information.
- Base imagery prepared from natural color four band imagery provided by the National Agriculture Imagery Program (NAIP) taken by United States Department of Agriculture (2017).
- Every effort has been made to provide all pertinent details on the location of obstructions/utilities. The data furnished on the drawings are believed to be substantially correct. However, the exact locations may vary from that shown.
- Placement Sites are used for dredge material placement, Beneficial Use Sites can be used for placement of dredged material when needed.
- (Project Depth MLLW, Stations, Width): (12', 0+00 to 7+85, 40'); (12', 7+85 to 9+05, 46'); (12', 9+05 to 10+03, 60'); (12', 10+03 to 15+10, 60'); (10', 15+10 to 21+63, 66'); (10', West Boat Basin, 430'); (12', East Boat Basin, 425').



**CAUTION: NOT INTENDED FOR NAVIGATIONAL OR RELATED PURPOSES.**  
The information on this map results from hydro surveys performed on the dates indicated. Although the U.S. Army Corps of Engineers strives to maintain accurate and precise maps, the information on this map may not be accurate, may not be current, and/or may be incomplete or containing omissions. It may be in error. The U.S. Army Corps of Engineers and its suppliers makes no warranties, express or implied, as to the accuracy of conditions depicted except as described above, including no warranties as to the usability or suitability for any particular purpose.

U.S. ARMY CORPS OF ENGINEERS SEATTLE DISTRICT	
Prepared By: HEATHER M. FOLBIE PROJECT MANAGER, NAVIGATION SECTION	Checked By: JONNA HICKS CHIEF, NAVIGATION SECTION
Surveyed By: CS	Plotted By: NSJ / SJ
	Checked By: NU

**PORT TOWNSEND  
ENTRANCE CHANNEL AND  
SMALL BOAT BASIN  
D-1-12-66**

**Sheet  
Number  
1 of 2**



**CAUTION: NOT INTENDED FOR NAVIGATIONAL OR RELATED PURPOSES**  
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U.S. ARMY CORPS OF ENGINEERS SEATTLE DISTRICT		
Surveyed By CS	Plotted By JUL/SJ	Checked By NL
PREPARED: HEATHER W. COBBE PROJECT MANAGER, NAVIGATION SECTION		
SUBMITTED: JOHNA WICKS CHIEF, NAVIGATION SECTION		

**PORT TOWNSEND  
ENTRANCE CHANNEL AND  
SMALL BOAT BASIN  
D-1-12-66**

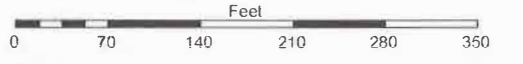
**Sheet  
Number  
2 of 2**

Revision Data  
5.23.1, 2.4.3, 3.1, 2.1



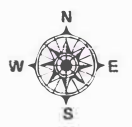
**LEGEND**

— Federal Navigation Channel	Beneficial Use Site	Obstructions
— Federal Navigation Center Line	Access Channel	Typical Lighted Buoy
***** Cable Submarine	Staging Area	Typical Buoy
— Cable Overhead	Barrow Area	Typical Light
Placement Area	Wrecks	Typical Daymarks



\*\* Shoalest sounding per quarter, per each area. Areas are defined by change in width and/or depth.

PT\_01\_SBB\_20240731\_CS\_D\_1\_12\_66



**NOTES:**  
 The channel alignment shown on this map is Alignment 1998  
 The following equipment was used for this survey:  
 R2 Sonic 2024 MultiBeam, 140 degree swath,  
 1.5x1.5 individual beam,  
 310 Khz transducer  
 Renishaw Merlin LiDAR  
 Survey Vessel, 1-16-32  
 The following surveys were used to create this drawing set:  
 Condition Survey, 31 July 2024, 2024pt001

**NOTES:**  
 1. Sounding and elevations are in feet and refer to the plane of NOS Mean Lower Low Water (MLLW), Epoch 1983-2001. Tide correction based on Geoid 2018 using Real Time Kinematic (RTK). Soundings taken above the datum plane are prefixed with a (+) sign.  
 2. Horizontal Datum: WGS-84. Projected coordinate system: Lambert Grid Projection, State Plane, Washington North Zone, 4601, Surveyed in North American Datum of 1983/2011, Plotted in North American Datum of 1983/91. Horizontal units are U.S. Survey Feet.  
 3. The information depicted on this map represents the results of surveys made on the date indicated and can only be considered as indicating the general conditions existing at that time.  
 4. The location of navigation aids and cables are provided by the U.S. Coast Guard, NOAA or the Corps of Engineers. Consult U.S. Coast Guard Light List and U.S. Coast Pilots for supplemental information.  
 5. Base imagery prepared from natural color four band imagery provided by the National Agriculture Imagery Program (NAIP) taken by United States Department of Agriculture (2017).  
 6. Every effort has been made to provide all pertinent details on the location of obstructions/utilities. The data furnished on the drawings are believed to be substantially correct. However, the exact locations may vary from that shown.  
 7. Placement Sites are used for dredge material placement. Beneficial Use Sites can be used for placement of dredged material when needed.  
 8. (Project Depth MLLW, Stations, Width): (12', 0+00 to 7+85, 40'); (12', 7+85 to 9+05, 46'); (12', 9+05 to 10+03, 60'); (12', 10+03 to 15+10, 60'); (10', 15+10 to 21+63, 66'); (10', West Boat Basin, 430'); (12', East Boat Basin, 425').

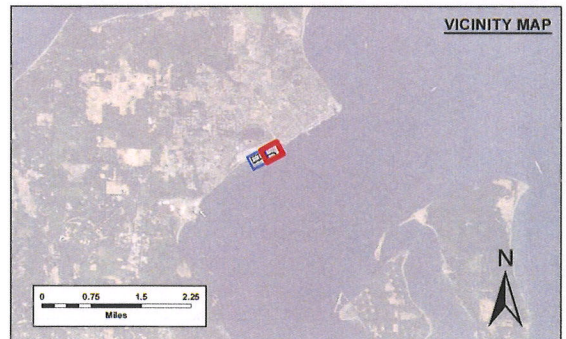


**CAUTION: NOT INTENDED FOR NAVIGATIONAL OR RELATED PURPOSES.**  
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U.S. ARMY CORPS OF ENGINEERS SEATTLE DISTRICT	
Surveyed By CS	Plotted By K.M. / S.J.
Checked By NU	
PREPARED BY: HEATHER W. FOLBIE PROJECT MANAGER, NAVIGATION SECTION	
SUBMITTED BY: JONNA HICKS CHIEF, NAVIGATION SECTION	

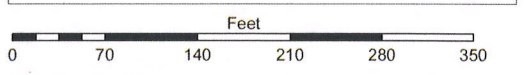
**PORT TOWNSEND  
ENTRANCE CHANNEL AND  
SMALL BOAT BASIN  
D-1-12-66**

**Sheet  
Number  
1 of 2**



**LEGEND**

— Federal Navigation Channel	□ Beneficial Use Site	⊗ Obstructions
— Federal Navigation Center Line	□ Access Channel	⊗ Typical Lighted Buoy
⋯ Cable Submarine	□ Staging Area	⊗ Typical Buoy
— Cable Overhead	□ Barrow Area	⊗ Typical Light
□ Placement Area	⊗ Wrecks	⊗ Typical Daymarks



\*\* Shoalest sounding per quarter, per each area. Areas are defined by change in width and/or depth.

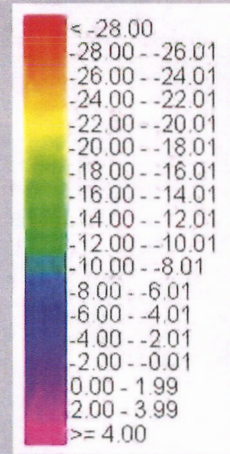
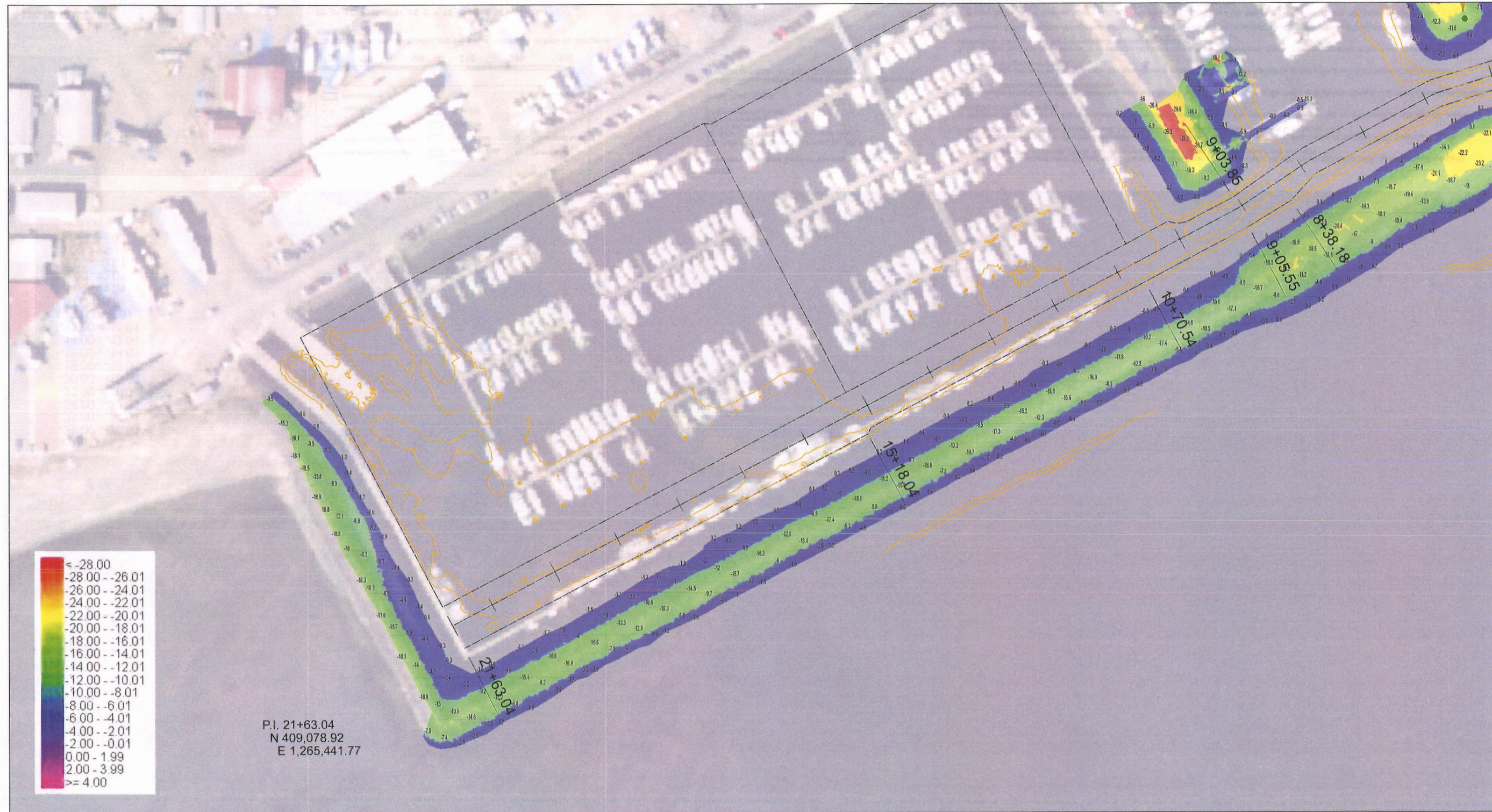
PT\_01\_SBB\_20240731\_CS\_D\_1\_12\_66\_lidar

**NOTES:**  
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 The following equipment was used for this survey:  
 R2 Sonic 2024 MultiBeam, 140 degree swath,  
 1.5x1.5 individual beam,  
 310 kHz transducer  
 Renishaw Merlin LiDAR  
 Survey Vessel, 1-16-32

The following surveys were used to create this drawing set:  
 Condition Survey, 31 July 2024, 2024p1001



- NOTES:**
1. Sounding and elevations are in feet and refer to the plane of NOS Mean Lower Low Water (MLLW). Epoch 1983-2001. Tide correction based on Geoid 2018 using Real Time Kinematic (RTK). Soundings taken above the datum plane are prefixed with a (-) sign.
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P.I. 21+63.04  
N 409,078.92  
E 1,265,441.77



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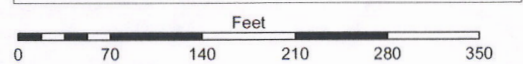
U.S. ARMY CORPS OF ENGINEERS SEATTLE DISTRICT		
Prepared By HEATHER W. FOURE	Plotted By K.M. / S.J.	Checked By N.U.
Submitted: JOHN A. HOOKS Chief, Navigation Section		

**PORT TOWNSEND  
ENTRANCE CHANNEL AND  
SMALL BOAT BASIN  
D-1-12-66**

**Sheet  
Number  
2 of 2**



LEGEND		
— Federal Navigation Channel	□ Beneficial Use Site	⊗ Obstructions
— Federal Navigation Center Line	□ Access Channel	⊗ Typical Lighted Buoy
⋯ Cable Submarine	□ Staging Area	⊗ Typical Buoy
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PT\_01\_SBB\_20240731\_CS\_D\_1\_12\_66\_lidar



**NOTES:**  
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1.5x1.5 individual beam,  
310 kHz transducer  
Renishaw Merlin LIDAR  
Survey Vessel, 1-16-32  
The following surveys were used to create this drawing set:  
Condition Survey, 31 July 2024, 2024pt001

**NOTES:**  
1. Sounding and elevations are in feet and refer to the plane of NOS Mean Lower Low Water (MLLW), Epoch 1983-2001. Tide correction based on Geoid 2018 using Real Time Kinematic (RTK). Soundings taken above the datum plane are prefixed with a (-) sign.  
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# PORT OF PORT TOWNSEND

## AGENDA MEMO

**DATE:** 9/5/2024  
**TO:** Commission  
**FROM:** Sue Nelson, Lease & Contracts Administrator  
**SUBJECT:** September 11, 2024 Lease Update

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### ISSUE

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

### BACKGROUND

As of the beginning of this month the Port has 40 land leases, 39 building leases, 43 rental agreements.

### DISCUSSION

#### *New Agreements:*

- William & Karrie Short, Residential Land Lease

#### *Lease/Rental Amendments:*

#### *Exercising Options:*

- 

#### *Assignments/Assumptions:*

- Hood Canal Aviation Assignment to James E. Piper (for approval at this meeting)

#### *Terminated/Expired Agreements:*

- Sandy Short provided written notice the leased farmland would be vacated on August 31, 2024

#### *License & Use Agreements:*

#### **SEPTEMBER Rent Increases:**

- WA Department of Fish & Wildlife building maintenance completed, per “Additional Lease Provisions” language in Lease No. SRL 23-0098. Monthly rent increase applied, effective September 1, 2024.
- **CPI Increase (5.8%):** Armstrong Consolidated (10<sup>th</sup> St land rental); Key City Fish (10<sup>th</sup> St location)
- **Market Rate Increase:** Jeremy Johnson; Impact Naval Architects
- **Step Increase:**
- **Recurring Annual License Fee:**

**Leases with 2024 Expiring Terms and No Remaining Lease Options:**

- Best Coast Canvas, exp 9/30/24 (BCC attorney returned from vacation and continues to review the lease. Bringing to Commission at the 9/25/24 meeting.)
- Brion Toss Rigging, exp 9/30/24 (for approval at the 9/25/24 meeting)
- ACI 10<sup>th</sup> Street Lease, exp 9/30/24 (expiration extended via Amendment #1. ACI continues to review lease terms, and we are waiting to schedule a meeting to finalize.)
- Marine Resources, exp 9/30/24 (One-year lease with one one-year option, awaiting signatures- Commission approval not required, as per Director's authorized delegation.)
- The Artful Sailor, southern-most shop, exp 11/30/24 (negotiating)
- Revision Marine, exp 12/31/24 (would like new lease)

**Leases with 2025 Expiring Terms and No Remaining Options (\*All desire new leases. Have not discussed with PSE yet):**

- \*On the Flye (Todd Flye), exp 1/31/25
- \*Northwest Maritime Center Marine Thrift, exp 1/31/25
- \*PT Furniture, exp 1/31/25
- \*Commanders Beach House, exp 4/30/2025
- \*Sail PT, exp 4/30/2025
- \*Hanson of PT, exp 5/31/2025
- \*Pete's Marine Metal, exp 7/31/2025
- \*US Coast Guard, extended to exp 8/31/25
- Puget Sound Express (PH shop), exp 12/31/25

**MISCELLANEOUS:**

- Met with General Services Administration (DES) & WDFW staff on 8/5/24. Building maintenance items completed per lease agreement, and inspection passed. Rent increases by \$1,735.11/month (from \$8,430.97 to \$10,166.08/mo).
- Audited Port-owned hangar units. Some sit empty while tenant is searching for a plane to purchase or are having offsite maintenance work done on their aircraft. There is currently one available unit for rent. All on the waitlist have passed. Should know next week if I have rented it out – two interested parties have contacted me.

**ATTACHMENTS**

1. 2024 Lease List

**RECOMMENDATIONS**

For information only.



Boat Haven - PROPERTY		SEPTEMBER 2024			
LEASE NAME	Lease Amount	Lease Expiration	NEXT CPI/MR STEP Incr.	REMARKS	
Admiral Ship Supply	2,145.14	1/31/2025*	2/1/2025	*One 5-yr option available.	
Andersen Machine Shop	306.77	9/30/2027	10/1/2024	Land lease.	
Andersen Machine Shop	68.76	Mo/Mo	6/1/2025	228 sf additional land for storage adjacent shop. 30 day notice for increases.	
Armstrong Consolidated LLC (Washington)	10,986.85	Mo/Mo	1/1/2025	30-day notice for rate increases.	
Armstrong Consolidated LLC (Washington)	539.98	Mo/Mo	1/1/2024	Additional space upstairs.	
Armstrong Consolidated LLC (10th St)	3,422.92	9/30/2025*	N/A	Assignment.Amend 1 extends to 9/30/25. Negotiating new lease.	
Armstrong Consolidated LLC (10th St land)	841.95	Mo/Mo	9/1/2025	Land rental-ground in front of building. <b>CPI</b>	
Blue Moose Café	839.78	10/31/2026*	11/1/2024	*5-yr option available. 24-mo step to market.	
Blue Moose Café	121.38	Mo/Mo	4/15/2024	433.5 sf outdoor dining area	
Crown Castle (cell tower)	16,149.96/yr	6/30/2025*	6/1/2024	*One 5-yr option remains. Pay one mo in arrears..	
Crown Castle - AT&T Sub-Lease	1,000.17		9/1/2023	Annual lease renewal. 6.5% annual increase 9/2019-9/2022. Pay one mo in arrears.	
Eagle Harbor Marine	274.59	Mo/Mo	9/1/2023	Land rental. 30-day notice for rent increases.	
EDC Team Jefferson	964.12	Mo/Mo	7/1/2025	2nd floor Nomura Bldg (767 sf). 30-day notice for rent increases.	
Fine Yacht Interiors	1,480.53	5/31/2025*	6/1/2025	*One 3-yr option remains. Exercised 2nd opt 6/1/22-5/31/25. 4% max CPI.	
Flye, Todd dba On The Flye	420.11	1/31/2025		Land lease-temporary structure. No options remain.	
Goolden, Leo (Sampson Boat Co)	1,198.61	Mo/Mo	5/1/2025	30-day notice for increases. ( M/V Tally Ho project-up to 2 yrs.)	
Haven Boatworks	1,549.77	Mo/Mo	1/1/2025	Former J&S Bldg., Haines St. 30-day notice for rent increases.	
Haven Boatworks	1,799.97	Mo/Mo	8/1/2025	Back half J&S (former Johnson Fab).	
Jefferson County (Commission Bldg)	2,012.56	9/30/2026	10/1/2024	5-yr. 180 day termination notice-either party.	
Jeremy Johnson Photography	197.82	Mo/Mo	9/1/2025	2nd floor office #2F, Nomura Building. <b>MR</b>	
Jochems Property Mgmt.	355.85	10/31/2026	1/1/2026	Land lease. CPI every two years, next 1/1/2026.	
Katz, Alan	1,144.05	Mo/Mo	6/1/2025	Land lease, business w/temp shelters.	
Key City Fish Co. (10th Street-seafood mrkt)	2,783.98	8/31/2028*	9/1/2024	Seafood market. One 5-yr option. Builindg & land lease. CPI-Yr2/MR-Yr 5. <b>CPI</b>	
Key City Fish Co. (Haines PL-refrigeration)	929.31	11/30/2029*	12/1/2024	*First of two 5-yr options exercised, extends lease to 11/30/2029.	
Kimmel's Crab Shack	2,615.40	4/30/2049	5/1/2025	Land lease.	
Marine Surveys & Assessments Cooperative	1,694.60	1/31/2028*	2/1/2025	* One 5-yr option. Annual CPI/MR beg year 3 and every 3 years after.	
NW Maritime Center (Marine Thrift)	703.90	1/31/2025*		Exercised last 1-year option. Would like new lease at end of term.	
NW School of Wooden BoatBuilding	641.38	6/30/2026*	7/1/2025	*One 5-yr option available. 25% of prevailing rate. Amend 1 adds non-exclusive kitchen use.	
Octopus Gardens Diving	1,303.46	6/30/2026	7/1/2025	24 mo. stepped rent to achieve market rate.	
Olympic Crane LLC	57.89	Mo/Mo	2/1/2025	Relocated crane next to Pete's Marine.	
Perpetual Boatworks, LLC	1,667.81	Mo/Mo	3/1/2025	Former MRW site. Port may terminate w/1 30 mos with 20 days' notice (boatyard exp)	
Pete Stein & Compass Woodwork	113.39	Mo/Mo	6/1/2025	40'x8' land & 7'x8' land for equipment.	
Pete's Marine Metals	1,805.26	7/31/2025*	N/A	*Exercised last one-year option.	
Port Townsend Fuel Dock LLC	915.65	6/30/2029	N/A	2% flowage fee pays rent. Last 5-yr option exercised 12/14/23	
PT Furniture Clinic	706.95	1/31/2025*		*Exercised last one-year option. Would like new lease at end of term.	
PT Sailing Association	700.21	11/30/2027*	12/1/2024	*5-year, 2 week +5-year option building lease, Annual CPI; MR beg. year 3 and every 3 years.	
Port Townsend Shipwrights, Inc.	8,299.11	7/31/2050	8/1/2024	MR incr 8/1/30-every 10 yrs/ann CPI. Amend 2: Adds land from Baird bldgs purchase	
PT Rigging (Kulin & Vizzini)	589.68	3/31/2030	4/1/2025	Land lease.	
PT Rigging	734.40	Mo/Mo	10/1/2024	2,720 sq ft of land, abutting leasehold for rigging work and related storage	
Pt Townsend Yacht Club	295.44	2/28/2026	3/1/2027	Land lease.	
Revision Marine	2,440.30	12/31/2024	N/A	Bldg/Land lease.	
Sail Port Townsend	223.02	4/30/2025	N/A	Nomura Office. One year lease.	
Sands, Guy & Kim (PT Brewing Co.)	3,963.36	5/31/2026*	6/1/2025	*Two 5-yr options remain. Bldg & Land.	
Sands, Guy & Kim (PT Brewing Co)	176.58	Mo/Mo	10/1/2024	600 sf outdoor dining area.	
Scow Bay Boats	568.26	9/30/2026	10/1/2024	Land lease-temporary structure. Exercised only 3-year option, 10/1/23-9/30-26.	
Sea J's Café (Estate of Florence Jevne)	1,291.54	Mo/Mo	6/1/2025	Mo/Mo Building & Land agreement.	
Sitewise Design PLLC	184.78	Mo/Mo	6/1/2025	Mo/Mo building agreement for small office 2-H in Nomura Bldg.	
Skookum Corporation	961.34	3/31/2026*	4/1/2025	Annual step increases/*one 5-yr option/renting 3,036 sf lower floor, Nomura Bldg.	
Stephens Marine	59.42	Mo/Mo	2/1/2025	Temp storage of equipment. Will move to Jochems building soon.	
Sunrise Coffee	207,666.00	9/30/2031*	10/1/2024	*Two 5-yr options available. Deposit balance-6 installments.	
Takaki, Jennifer (Marina Café)	718.53	12/31/2026	1/1/2025	5-year lease.	
Takaki, Jennifer (Marina Café)	116.54	Mo/Mo	10/1/2024	396 sf outdoor dining ara.	
The Shop Cooperative	6,326.66	5/31/2026*	6/1/2025	*One 5-yr option. Assigned from Pete Stein & Compass Woodwork.	
Tree Ring, LLC	150.70	Mo/Mo	3/1/2025	New month/month agreement-small office (2-G) upstairs, Nomura Bldg.	
University of WA - Sea Grant	384.52	Mo/Mo	4/1/2025	Office 2-E, Nomura Bldg. Added 100 sf storage space.	
U. S. Coast Guard	5,653.93	8/31/2025		Annual leaseA29:E56 renewal & step increases. SLA 003 extends lease 10 mos thru 7/30/24. Standstill extends to 8/31/25. Will reenter into new a lease agreement.	
Welti, Rebecca	\$105.00/1xfee	7/31/24*		*5-yr option available. 24-mo step to market. A32:E59+E10	

Point Hudson - PROPERTY		SEPTEMBER 2024		
LEASE NAME	Lease Amount	Lease Expiration	NEXT CPI/STEP Incr.	REMARKS
Best Coast Canvas	\$ 2,154.87	9/30/2024*		Armory Bldg. Amend 1 extends to 9/30/24
Brion Toss Yacht Rigging	\$ 967.66	9/30/2025*		Armory Bldg. 5-yr lease, *no options. Amend 1 extends to 9/30/25
Brooks, Cindy	\$ 45.36	Mo/Mo	7/1/2025	54 sf floor in Armory Bldg, wherry storage.
Cashin, Andrew	\$ 286.30	Mo/Mo	2/1/2025	Moved to office #11-private & smaller. Non-view, Main Bldg.
Chapin, Steve	\$ 201.60	Mo/Mo	5/1/2025	Storage for 2 20x40 Conex boxes, back-40.
Commanders Beach House	\$ 2,510.97	4/30/2025	5/1/2025	Assignment to D & N Dionne.
Doc's Marina Grill / TNT Restaurants LLC	\$ 3,545.61	4/30/2027	5/1/2025	Last 5-yr option 5/1/22-4/30-27. Wants new 10-yr lease.
Fortune Teller Art	\$ 406.26	Mo/Mo	8/1/2025	Office #2, Main Bldg., Point Hudson. 30 day notice increases.
Hanson of Port Townsend Inc.	\$ 422.08	5/31/2025*	N/A	Exercised last option. Term expires 5/31/25.
Hudson Point Café (Assigned-Flanigan)	\$ 1,827.32	6/30/2025*	7/1/2025	*One 5-yr option available. Assignment to Flanigan.
Hudson Point Café Office #8 (Flanigan)	\$ 286.44	Mo/Mo	4/1/2025	Main Bldg. Restaurant storage, non-view office. Rented to Flanigan.
Hudson Point Café	\$ 124.14			Main Bldg - common area fee-restroom cleaning/stocking
Impact Naval Architects, LLC	\$ 300.96	Mo/Mo	9/1/2025	Office #1, Main Bldg. MR
Marine Resources Consultants Inc.	\$ 567.74	9/30/2024*	N/A	Armory Bldg. *Used last option.
Marine Science Center	105.00/1 x fee	auto-renew	N/A	Use of Union Wharf for "Guenther" whale display. One-time license fee.
Mark Kiely Design	\$ 300.96	Mo/Mo	8/1/2025	Main Bldg., small view office.
Mark Kiely Design	\$ 8.22			PH Main Bldg - common area fee-restroom cleaning/stocking
Northwest Maritime Center	\$ 1,528.28	6/30/2051	7/1/2025	Amend 1: begin construct by 6/30/2031, compl w/l 12 mos.
Northwest Maritime Center (Swan Hotel)	545.93/yr	auto renew	6/1/2027	License-encroachment. Port may term w/180-day notice.
Northwest Maritime Center (Back 40)	\$ 89.60	Mo/Mo	6/1/2025	Rented space in back 40 for storage container for WBF misc.
OM LLC	\$ 300.96	Mo/Mo	6/1/2025	Office 10, PH Main Building.
Puget Sound Express	\$ 1,261.57	12/31/2025	1/1/2025	No options remain.
Schooner Martha Foundation	\$ 913.54	12/31/2024*	N/A	*One 5-yr option available.
SEA Green Partners d/b/a SEA Marine	\$ 2,653.73	4/30/2027*	5/1/2025	*One 5-yr option. Armory Bldg-Upstairs sail loft space.
Shanghai Restaurant	\$ 2,818.44	10/31/2026	11/1/2024	No options remain.
Shanghai Restaurant	\$ 174.90			PH Main Bldg - common area fee-restroom cleaning/stocking
Shannon Partners LLC (SEA Marine)	\$ 3,591.94	9/30/3038	10/1/2024	New lease. Rent increase to set amount 7/1/27; MR/5-years,CPI/annual
The Artful Sailor	\$ 604.30	11/30/2024*	N/A	Armory Bldg. *Exercised last option.
The Artful Sailor	\$ 495.65	Mo/Mo	3/1/2025	Armory Bldg-NW end of bldg.
U.S. Customs	\$ 3,236.16	12/20/2027	12/20/2024	Hospital Bldg. Accepted 5-yr option 12/2022 - 12/2027.
Washington Dept. of Fish & Wildlife	\$ 10,166.08	3/21/2029*	N/A	New lease 4/1/24-3/31/29 + one 5-yr option. Bidg maintenance inspection passed 8/15/24-rent increases eff. 9/1/24.
Washington Dept. of Fish & Wildlife	\$ 1,649.06	Mo/Mo	11/1/2024	Cupola Annex-storage.
Washington Dept of Fish & Wildlife	\$ 18.65	Mo/Mo	6/1/2025	Small storage area in Sail Loft for spare boat motor.

JCIA - PROPERTY	SEPTEMBER 2024			
LEASE NAME	Lease Amount	Lease Expiration	NEXT CPI/ Step Incr.	REMARKS
A Hangar Condo Association	1,263.37	11/20/2045	12/1/2024	Land lease. Hangars 'E' & 'F'. Amend 2 corrected land size.
Aurora Aircraft Maint & Restoration	596.85	10/31/2026*	11/1/2024	*One 5-yr option remains. <b>Maintenance Hangar</b>
Aurora Aircraft Maint & Restoration		Mo/Mo	N/A	<b>Fuel Concession.</b> Amendment #1: Mo/Mo agreement.
Broderson, Dennis	70.00	2/28/2016	3/1/2025	T-hangar pad LEASE.
Browning, Scott & Lori	110.00/yr	ann. auto renew	8/1/2025	Periodic tree & shrub removal.
Dow Jeffery & Jorja	394.76	12/31/2028	8/1/2025	Land lease. Hangar 'D'.
Eber, Lorenz	80.00	Mo/Mo	1/1/2025	T-hangar pad, #T-404(P)
Erickson, Warren & Karen	224.56	7/26/2057	3/1/2025	Land lease. Hangar '4-B'.
G Hangar Condo Assoc.	720.30	6/9/2047	7/1/2025	Land lease.
Grandy, Richard	224.56	7/26/2057	3/1/2025	Land lease. Hangar '4-A'.
H-Hangar Corp., Inc.	690.48	6/22/2049	7/1/2025	Land lease.
Hangar C Group LLC	726.25	4/30/2053	12/1/2024	Settled 2/25/21: Amend #6: Ext. term.
Islam, Marc	70.00	Mo/Mo	5/1/2025	Purchased T-hangar from Roethle. #406-M.
JEFFCO Hangar Assoc., Inc.	777.74	11/30/2041	12/1/2024	11,369 sf, hangar site 'I'.
Jeff. Co. Airport Condo Owners Assoc	2,301.25	7/26/2057	3/1/2025	Assignment of NW Hangar's Lease for sites #7 & 8.
K-Hangar Assoc. @ JCIA	681.59	4/25/2049	5/1/2025	Land lease.
L Hangar Condo Assoc @JCIA	667.38	10/31/2048	10/1/2024	Land lease.
Lemanski, Tom & Linda	80.00	Mo/Mo	3/1/2025	T-hangar pad, T-405. 2023 adopted rate applied (8c/sf)
Morrison, Neil/Lark Leasing	205.80	4/30/2053	5/1/2025	Land lease. Hangar 'N-North'.
Morrison, Neil	205.80	4/30/2053	5/1/2025	Land lease. Hangar 'N-South'.
Piper, James	224.56	7/26/2057	3/1/2025	Land lease. Hangar '4-C'. <b>Assignment 9/11/24 (from HCA)</b>
Port Townsend Aero Museum	441.00	7/31/2052*	5/1/2025	*One 25-yr option. Museum bldg- <b>land lease</b> .
Port Townsend Aero Museum	378.00	7/31/2052*	5/1/2025	*One 25-yr opt. Museum bldg- <b>land lease</b> (expan.).
Port Townsend Aero Museum	650.16	7/31/2052*	5/1/2025	*One-25 yr option. Maintenance bldg- <b>land lease</b> .
Port Townsend Aero Museum	298.55	4/30/2053	5/1/2025	M' Hangar. Separate land lease.
Port Townsend Aero Museum	80.00	Mo/Mo	5/1/2025	T-hangar pad, T-400(S).
Port Townsend Aircraft Services	446.74	6/30/2035*	7/1/2025	*Two 10-yr options.
Pratt Sr., David	80.00	Mo/Mo	3/1/2025	T-hangar pad, T-401(N). 2023 adopted rate applied (8c/sf)
Puget Sound Express-J Hangar Lease	400.00	10/1/2050	10/1/2024	Assignment-Land lease to Puget Sound Express.
Spruce Goose (Goosin Around)	249.21	9/30/2029*	10/1/2024	*Two 5-yr options. CPI/MR apply. Assigned 7/1/24.
Station Prairie	645.80	4/30/2072	5/1/2025	Hangar site pad #5. Amend #1 incrsd premises.
Townshend, Brendon	70.00	2/28/2026	4/1/2025	Assigned T-hangar pad 402-O from Daniel Scheall.
Wexman, Scott & Diana Levin	296.45	3/31/2053	4/1/2025	Land lease. Hangar 'O'.

QUILCENE - PROPERTY	SEPTEMBER 2024			
LEASE NAME	Lease Amount	Lease Expiration	NEXT CPI/ Step Incr.	REMARKS
Canterbury, Ray	<i>fluctuates</i>	N/A		<i>Water rights.</i>
Coast Seafoods	\$ 6,264.98	12/31/2039	1/1/2025	Land lease.
Coast Seafoods	<i>fluctuates</i>			<i>Water.</i>
Quilcene Harbor Yacht Club	\$ 561.35	10/31/2027*	11/1/2024	*One 5-yr option. Rent + 106/hrs in-kind labor. Non-exclusive use of deck.
Quilcene Harbor Yacht Club	<i>fluctuates</i>			<i>Water.</i>

CHIMACUM - PROPERTY
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SEPTEMBER 2024

LEASE NAME	Lease Amount	Lease Expiration	NEXT CPI/ Step Incr.	REMARKS
<del>Short Farm - Farm Lease</del>	\$0.00*	8/31/2024	N/A	1-year farmland lease (29,460 sf) Rent-free as per sale agreement). LET charged on entire value. Vacated 8/31/24
William & Karrie Short - Residential Land Lease	\$ 800.00	8/31/2025		





Office of the Washington State Auditor  
Pat McCarthy

# Financial Statements and Federal Single Audit Report

## Port of Port Townsend

For the period January 1, 2023 through December 31, 2023

*Published September 3, 2024*

Report No. 1035451



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**Office of the Washington State Auditor  
Pat McCarthy**

September 3, 2024

Board of Commissioners  
Port of Port Townsend  
Port Townsend, Washington

**Report on Financial Statements and Federal Single Audit**

Please find attached our report on the Port of Port Townsend's financial statements and compliance with federal laws and regulations.

We are issuing this report in order to provide information on the Port's financial activities and condition.

Sincerely,

A handwritten signature in black ink that reads "Pat McCarthy". The signature is written in a cursive style.

Pat McCarthy, State Auditor  
Olympia, WA

***Americans with Disabilities***

*In accordance with the Americans with Disabilities Act, we will make this document available in alternative formats. For more information, please contact our Office at (564) 999-0950, TDD Relay at (800) 833-6388, or email our webmaster at [webmaster@sao.wa.gov](mailto:webmaster@sao.wa.gov).*

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## SCHEDULE OF FINDINGS AND QUESTIONED COSTS

### Port of Port Townsend January 1, 2023 through December 31, 2023

#### SECTION I – SUMMARY OF AUDITOR’S RESULTS

The results of our audit of the Port of Port Townsend are summarized below in accordance with Title 2 *U.S. Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

#### Financial Statements

We issued an unmodified opinion on the fair presentation of the Port’s financial statements in accordance with its regulatory basis of accounting. Separately, we issued an adverse opinion on the fair presentation with regard to accounting principles generally accepted in the United States of America (GAAP) because the financial statements are prepared using a basis of accounting other than GAAP.

Internal Control over Financial Reporting:

- *Significant Deficiencies:* We reported no deficiencies in the design or operation of internal control over financial reporting that we consider to be significant deficiencies.
- *Material Weaknesses:* We identified no deficiencies that we consider to be material weaknesses.

We noted no instances of noncompliance that were material to the financial statements of the Port.

#### Federal Awards

Internal Control over Major Programs:

- *Significant Deficiencies:* We reported no deficiencies in the design or operation of internal control over major federal programs that we consider to be significant deficiencies.
- *Material Weaknesses:* We identified no deficiencies that we consider to be material weaknesses.

We issued an unmodified opinion on the Port’s compliance with requirements applicable to each of its major federal programs.

We reported no findings that are required to be disclosed in accordance with 2 CFR 200.516(a).

## Identification of Major Federal Programs

The following programs were selected as major programs in our audit of compliance in accordance with the Uniform Guidance.

<u>ALN</u>	<u>Program or Cluster Title</u>
11.307	Economic Development Cluster – Economic Adjustment Assistance
20.106	Airport Improvement Program, COVID-19 Airports Programs, and Infrastructure Investment and Jobs Act Programs

The dollar threshold used to distinguish between Type A and Type B programs, as prescribed by the Uniform Guidance, was \$750,000.

The Port did not qualify as a low-risk auditee under the Uniform Guidance.

## SECTION II – FINANCIAL STATEMENT FINDINGS

None reported.

## SECTION III – FEDERAL AWARD FINDINGS AND QUESTIONED COSTS

None reported.

## INDEPENDENT AUDITOR'S REPORT

### Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*

#### Port of Port Townsend January 1, 2023 through December 31, 2023

Board of Commissioners  
Port of Port Townsend  
Port Townsend, Washington

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of the Port of Port Townsend, as of and for the year ended December 31, 2023, and the related notes to the financial statements, which collectively comprise the Port's financial statements, and have issued our report thereon dated August 27, 2024.

We issued an unmodified opinion on the fair presentation of the Port's financial statements in accordance with its regulatory basis of accounting. We issued an adverse opinion on the fair presentation with regard to accounting principles generally accepted in the United States of America (GAAP) because the financial statements are prepared by the Port using accounting practices prescribed by state law and the State Auditor's *Budgeting, Accounting and Reporting System* (BARS) manual described in Note 1, which is a basis of accounting other than GAAP. The effects on the financial statements of the variances between the basis of accounting described in Note 1 and accounting principles generally accepted in the United States of America, although not reasonably determinable, are presumed to be material.

### REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING

In planning and performing our audit of the financial statements, we considered the Port's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Port's internal control. Accordingly, we do not express an opinion on the effectiveness of the Port's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the Port's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described above and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified.

Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses.

## **REPORT ON COMPLIANCE AND OTHER MATTERS**

As part of obtaining reasonable assurance about whether the Port's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion.

The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

## **PURPOSE OF THIS REPORT**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Port's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Port's internal control and compliance. Accordingly, this communication is not suitable for any other purpose. However, this

report is a matter of public record and its distribution is not limited. It also serves to disseminate information to the public as a reporting tool to help citizens assess government operations.

A handwritten signature in black ink that reads "Pat McCarthy". The signature is written in a cursive, flowing style.

Pat McCarthy, State Auditor

Olympia, WA

August 27, 2024



## INDEPENDENT AUDITOR'S REPORT

Report on Compliance for Each Major Federal Program and Report on Internal Control over Compliance in Accordance with the Uniform Guidance

### Port of Port Townsend January 1, 2023 through December 31, 2023

Board of Commissioners  
Port of Port Townsend  
Port Townsend, Washington

## REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM

### Opinion on Each Major Federal Program

We have audited the compliance of the Port of Port Townsend, with the types of compliance requirements identified as subject to audit in the U.S. *Office of Management and Budget (OMB) Compliance Supplement* that could have a direct and material effect on each of the Port's major federal programs for the year ended December 31, 2023. The Port's major federal programs are identified in the auditor's results section of the accompanying Schedule of Findings and Questioned Costs.

In our opinion, the Port complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended December 31, 2023.

### Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)* are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the Port and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination on the Port's compliance with the compliance requirements referred to above.

### **Responsibilities of Management for Compliance**

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to the Port's federal programs.

### **Auditor's Responsibilities for the Audit of Compliance**

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the Port's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards* and the Uniform Guidance will always detect a material noncompliance when it exists. The risk of not detecting a material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgement made by a reasonable user of the report on compliance about the Port's compliance with the requirements of each major federal program as a whole.

Performing an audit in accordance with GAAS, *Government Auditing Standards* and the Uniform Guidance includes the following responsibilities:

- Exercise professional judgment and maintain professional skepticism throughout the audit;
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the Port's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances;

- Obtain an understanding of the Port's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the Port's internal control over compliance. Accordingly, no such opinion is expressed; and
- We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

## REPORT ON INTERNAL CONTROL OVER COMPLIANCE

*A deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed. Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance and therefore, material weaknesses or significant deficiencies may exist that were not identified.

Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above.

### **Purpose of this Report**

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose. However, this report is a matter of public record and its distribution is not limited. It also serves to disseminate information to the public as a reporting tool to help citizens assess government operations.

A handwritten signature in black ink that reads "Pat McCarthy". The signature is written in a cursive, flowing style.

Pat McCarthy, State Auditor

Olympia, WA

August 27, 2024

## INDEPENDENT AUDITOR'S REPORT

### Report on the Audit of the Financial Statements

#### **Port of Port Townsend January 1, 2023 through December 31, 2023**

Board of Commissioners  
Port of Port Townsend  
Port Townsend, Washington

## REPORT ON THE AUDIT OF THE FINANCIAL STATEMENTS

### Unmodified and Adverse Opinions

We have audited the financial statements of the Port of Port Townsend, as of and for the year ended December 31, 2023, and the related notes to the financial statements, as listed in the financial section of our report.

#### Unmodified Opinion on the Regulatory Basis of Accounting (BARS Manual)

As described in Note 1, the Port has prepared these financial statements to meet the financial reporting requirements of state law and accounting practices prescribed by the State Auditor's *Budgeting, Accounting and Reporting System* (BARS) Manual. Those accounting practices differ from accounting principles generally accepted in the United States of America (GAAP). The differences in these accounting practices are also described in Note 1.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the cash and investments of the Port of Port Townsend, and its changes in cash and investments, for the year ended December 31, 2023, on the basis of accounting described in Note 1.

#### Adverse Opinion on U.S. GAAP

The financial statements referred to above were not intended to, and in our opinion, they do not, present fairly, in accordance with accounting principles generally accepted in the United States of America, the financial position of the Port of Port Townsend, as of December 31, 2023, or the changes in financial position or cash flows thereof for the year then ended, because of the significance of the matter discussed below.

## **Basis for Unmodified and Adverse Opinions**

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and *Government Auditing Standards*. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Port, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit unmodified and adverse opinions.

## **Matter Giving Rise to Adverse Opinion on U.S. GAAP**

Auditing standards issued by the American Institute of Certified Public Accountants (AICPA) require auditors to formally acknowledge when governments do not prepare their financial statements, intended for general use, in accordance with GAAP. As described in Note 1 of the financial statements, the financial statements are prepared by the Port in accordance with state law using accounting practices prescribed by the BARS Manual, which is a basis of accounting other than accounting principles generally accepted in the United States of America. The effects on the financial statements of the variances between the regulatory basis of accounting and accounting principles generally accepted in the United States of America, although not reasonably determinable, are presumed to be material and pervasive.

## **Responsibilities of Management for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with the financial reporting provisions of state law and the BARS Manual described in Note 1. This includes determining that the basis of accounting is acceptable for the presentation of the financial statements in the circumstances. Management is also responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Port's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

## **Auditor's Responsibilities for the Audit of the Financial Statements**

Our objectives are to obtain reasonable assurance about whether the financial statements are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and

*Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

Performing an audit in accordance with GAAS and *Government Auditing Standards* includes the following responsibilities:

- Exercise professional judgment and maintain professional skepticism throughout the audit;
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements;
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Port's internal control. Accordingly, no such opinion is expressed;
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements;
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Port's ability to continue as a going concern for a reasonable period of time; and
- We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

### **Supplementary Information**

Our audit was conducted for the purpose of forming an opinion on the financial statements that collectively comprise the Port's financial statements. The accompanying Schedule of Expenditures of Federal Awards is presented for purposes of additional analysis as required by Title 2 *U.S. Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). The Schedule of Liabilities is also presented for purposes of additional analysis, as required by the prescribed BARS manual. These schedules are not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain

additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

## **OTHER REPORTING REQUIRED BY GOVERNMENT AUDITING STANDARDS**

In accordance with *Government Auditing Standards*, we have also issued our report dated August 27, 2024 on our consideration of the Port's internal control over financial reporting and on the tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Port's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Port's internal control over financial reporting and compliance.

A handwritten signature in black ink that reads "Pat McCarthy". The signature is written in a cursive style with a large initial "P" and "M".

Pat McCarthy, State Auditor

Olympia, WA

August 27, 2024



## FINANCIAL SECTION

### **Port of Port Townsend January 1, 2023 through December 31, 2023**

#### **FINANCIAL STATEMENTS**

Fund Resources and Uses Arising from Cash Transactions – 2023  
Notes to the Financial Statements – 2023

#### **SUPPLEMENTARY AND OTHER INFORMATION**

Schedule of Liabilities – 2023  
Schedule of Expenditures of Federal Awards – 2023  
Notes to the Schedule of Expenditures of Federal Awards – 2023

**Port of Port Townsend**  
**Fund Resources and Uses Arising from Cash Transactions**  
**For the Year Ended December 31, 2023**

**Beginning Cash and Investments**

308	Beginning Cash and Investments	8,374,684
388 / 588	Net Adjustments	-

**Revenues**

310	Taxes	3,996,036
320	Licenses and Permits	-
330	Intergovernmental Revenues	8,798,928
340	Charges for Goods and Services	6,215,289
350	Fines and Penalties	-
360	Miscellaneous Revenues	2,401,003
Total Revenues:		21,411,256

**Expenditures**

510	General Government	-
520	Public Safety	-
530	Utilities	-
540	Transportation	7,053,587
550	Natural/Economic Environment	-
560	Social Services	-
570	Culture and Recreation	-
Total Expenditures:		7,053,587
Excess (Deficiency) Revenues over Expenditures:		14,357,669

**Other Increases in Fund Resources**

391-393, 596	Debt Proceeds	2,652,000
397	Transfers-In	-
385	Special or Extraordinary Items	-
381, 382, 389, 395, 398	Other Resources	1,017,100
Total Other Increases in Fund Resources:		3,669,100

**Other Decreases in Fund Resources**

594-595	Capital Expenditures	9,415,206
591-593, 599	Debt Service	4,887,269
597	Transfers-Out	-
585	Special or Extraordinary Items	-
581, 582, 589	Other Uses	781,588
Total Other Decreases in Fund Resources:		15,084,063

**Increase (Decrease) in Cash and Investments: 2,942,706**

**Ending Cash and Investments**

50821	Nonspendable	-
50831	Restricted	7,409,819
50841	Committed	3,366,219
50851	Assigned	541,354
50891	Unassigned	-
<b>Total Ending Cash and Investments</b>		<b>11,317,392</b>

*The accompanying notes are an integral part of this statement.*

## PORT OF PORT TOWNSEND

### NOTES TO THE FINANCIAL STATEMENTS

*For the year ended December 31, 2023*

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#### **Note 1 - Summary of Significant Accounting Policies**

The Port of Port Townsend was incorporated in 1924 and operates under the laws of the state of Washington applicable to a port district. The Port is a special purpose government and shares the same geographic boundaries as Jefferson County in Washington state. The Port is independent from Jefferson County government and is administered by a Board of Commissioners with three (3) members each elected by Port district voters. The county levies and collects taxes on behalf of the Port.

The Port owns and operates the Port Townsend Marine Industrial Park, the Port Townsend Boat Haven, and the Port Townsend Boat Yard. These contiguous properties provide marina and dock facilities as well as marine related commercial business locations, and vessel haul out and services to vessels up to 300 tons. The Port also owns and operates the Jefferson County International Airport, a 300-acre general aviation facility located seven (7) miles from Port Townsend, Washington. Adjoining the airport is 25 acres which is planned for future industrial park development. The Port also owns and operates the 30-acre Point Hudson facility, located at the east end of downtown Port Townsend. This facility offers approximately 4,000 linear feet of boat moorage, 50 recreational vehicles sites, and additional marine related and commercial property rentals. In Quilcene, the Port owns and operates a small, warm water marina with a boat ramp, and alongside it is a leased property for an oyster cultivating operation. Finally, the Port owns six (6) additional recreational and water use properties throughout Jefferson County.

Management has considered all potential component units in defining the reporting entity. These financial statements present the Port and its component unit. The component unit discussed below is included in the district's reporting entity because of the existence of its operational or financial relationship with the district.

The Industrial Development Corporation (IDC), a public corporation, is authorized to facilitate the issuance of tax-exempt non-recourse revenue bonds to finance industrial development within the corporate boundaries of the Port. Revenue bonds issued by the Corporation are payable from revenues derived because of the industrial development facilities funded by the revenue bonds. The bonds are not a liability or contingent liability of the Port or a lien on any of its properties or revenues other than industrial facilities for which they are used. There have been no IDC bond issues since 1988.

The IDC is governed by the Port's three (3) member Commission. The IDC's account balances and transactions are included as a blended unit within the Port's financial statements. Separate financial statements of the individual component unit discussed above can be obtained from the Port administrative offices at 2701 Jefferson Street, Port Townsend, WA.

The Port reports financial activity in accordance with the *Cash Basis Budgeting, Accounting and Reporting System* (BARS) Manual prescribed by the State Auditor's Office under the authority of Washington State law, Chapter 43.09 RCW. This manual prescribes a financial reporting framework that differs from generally accepted accounting principles (GAAP) in the following manner:

- Financial transactions are recognized on a cash basis of accounting as described below.
- Component units are required to be disclosed but are not included in the financial statements.
- Government-wide statements, as defined in GAAP, are not presented.

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- All funds are presented, rather than a focus on major funds.
- The *Schedule of Liabilities* is required to be presented with the financial statements as supplementary information.
- Supplementary information required by GAAP is not presented.
- Ending balances are presented using classifications that are similar to the ending balance classification in GAAP.

A. Fund Accounting

The Port maintains its accounts on the basis of funds, specifically an enterprise fund. This type of fund accounts for operations that provide goods or services to the public and are supported primarily through user charges and uses a separate set of self-balancing accounts that comprises its cash and investments, revenues, and expenditures.

B. Basis of Accounting and Measurement Focus

Financial statements are prepared using the cash basis of accounting and measurement focus. Revenues are recognized when cash is received, and expenditures are recognized when paid.

In accordance with state law RCW 36.40.200, Jefferson County is allowed and has opted to use an open period to recognize expenditures paid during the first twenty (20) days after the close of the fiscal year for claims incurred during the previous period. Since Jefferson County acts as the Port's treasurer, the Port is allowed and has opted to follow the county's policy of using the same twenty (20) day open period for expense recognition.

C. Cash and Investments

See Note 2, Deposits and Investments.

D. Capital Assets

Capital assets are assets with an initial individual cost of more than \$10,000 and an estimated useful life of more than one (1) year. Capital assets and inventory are recorded as capital expenditures when purchased.

E. Compensated Absences

Vacation leave may be accumulated up to 320 days and is payable upon separation or retirement if the employee has worked at least six (6) continuous months as a regular employee with the Port. Sick leave policy allows employees to cash out up to 50% of their accrued sick leave hours, dependent on longevity with the Port, upon termination of employment, and capped at a maximum cash out of 250 hours.

The total compensated absences balance as of December 31, 2023, was \$290,164. See Schedule 09, Schedule of Liabilities.

F. Long-Term Debt

See Note 5, Long Term Debt.

G. Restricted and Committed Portion of Ending Cash and Investments

Beginning and Ending Cash and Investments are reported as restricted or committed when subject to restrictions on use imposed by external parties or due to internal commitments established by the Port Commission via resolution. When expenditures that meet such restrictions are incurred, the Port intends to use the most restricted resources first.

Restrictions and commitments of Ending Cash and Investments consist of \$10,776,640 as of December 31, 2023. The details of the total ending restricted and committed balances are as follows:

Leasehold Excise Tax	\$ 157,924
Industrial Development District reserve	7,252,497
Port-Wide Capital reserve	806,746
Port Townsend Boat Haven reserve	436,068
Operating reserve	1,623,405
Emergency reserve	<u>500,000</u>
Total	<u>\$ 10,776,640</u>

**Note 2 – Deposits and Investments**

It is the Port's policy to invest all temporary cash surpluses.

All deposits and certificates of deposit are covered by the Federal Deposit Insurance Corporation and/or the Washington Public Deposit Protection Commission. All investments are insured, registered, or held by the Port or its agent in the government's name.

The Port is a voluntary participant in the Washington State Local Government Investment Pool (LGIP), an external investment pool operated by the Washington State Treasurer. The pool is not rated and not registered with the SEC. Rather, oversight is provided by the State Finance Committee in accordance with Chapter 43.250 RCW. Investments in the LGIP are reported at amortized cost, which is the same as the value of the pool per share. The pool does not impose any restrictions on participant withdrawals.

The Office of the State Treasurer prepares a stand-alone financial report for the pool. A copy of the report is available from the Office of the State Treasurer, PO Box 40200, Olympia, Washington 98504-0200, online at [www.tre.wa.gov](http://www.tre.wa.gov).

Investments and deposits by type as of December 31, 2023, are as follows:

Type of Deposit/Investment	Port's own Deposits and investments	Investments held by Port as an agent for other local governments, individuals, or private organizations.	Total
LGIP	\$ <u>10,837,327</u>	\$ <u>0</u>	\$ <u>10,837,327</u>
General Fund (warrants) (held by Jefferson County)	<u>43,920</u>	<u>0</u>	<u>43,920</u>
Kitsap Bank (depository)	<u>318,457</u>	<u>0</u>	<u>318,457</u>
Kitsap Bank (checking)	<u>110,000</u>	<u>0</u>	<u>110,000</u>
U.S. Bank (I.D.C. CD)	<u>3,664</u>	<u>0</u>	<u>3,664</u>
U.S. Bank (Quilcene checking)	<u>2,663</u>	<u>0</u>	<u>2,663</u>
U.S. Bank (I.D.C checking)	<u>1,361</u>	<u>0</u>	<u>1,361</u>
<b>Total</b>	<b>\$ <u>11,317,392</u></b>	<b>\$ <u>0</u></b>	<b>\$ <u>11,317,392</u></b>

#### Custodial Credit Risk

Custodial credit risk for deposits is the risk that, in event of a failure of a depository financial institution, the Port would not be able to recover deposits or would not be able to recover collateral securities that are in possession of an outside party. The Port's deposits and certificates of deposit are mostly covered by federal depository insurance (FDIC) or by collateral held in a multiple financial institution collateral pool administered by the Washington Public Deposit Protection Commission (PDPC).

All investments are insured, registered, or held by the Port or its agent in the government's name.

#### **Note 3 - Property Tax**

The county treasurer acts as an agent to collect property tax levied in the county for all taxing authorities. Collections are distributed at the end of each month.

Property tax revenues are recognized when cash is received by the Jefferson County Treasurer. Delinquent taxes are considered fully collectible because a lien affixes to the property after tax is levied.

The Port's regular levy for the year 2023 was \$0.13 per \$1,000 on an assessed valuation of \$8,614,420,337 for a total regular levy of \$1,100,000 as of budget adoption.

Jefferson County voters passed an Industrial Development District (IDD) Levy for the Port in the November 2019 election. The year 2019 became the "base" year for the levy with first collection in the year 2020. The IDD levy for the year 2023 was \$0.31 per \$1,000 on an assessed valuation of \$8,614,420,337 for a total of \$2,670,470 as of budget adoption.

#### **Note 4 – Leases**

During the year ended 2021, the Port adopted guidance for the presentation and disclosure of leases, as required by the BARS manual. This requirement resulted in the addition of a lease liability reported on the Schedule of Liabilities.

The Port leases a postage machine from Pitney Bowes for \$168.48 per month under an installment purchase lease. The lease began in September 2019 and will end August 2024 at which time the Port will own the machine.

The total amount paid for this lease in 2023 was \$2,021.76. As of December 31, 2023, the future lease payments are as follows:

Year ended December 31	Total
2024	\$1,347.84
<b>Total</b>	<b>\$1,347.84</b>

#### **Note 5 – Long Term Debt**

The accompanying Schedule of Liabilities (09) provides more details of the outstanding debt and liabilities of the Port and summarizes the Port's debt transactions for year ended December 31, 2023.

The future debt service requirements for general obligation (G.O.) bonds are as follows:

G.O. Bonds	Principal	Interest
<b>2024</b>	865,000	155,788
<b>2025</b>	900,000	124,288
<b>2026</b>	385,000	99,838
<b>2027</b>	400,000	76,256
<b>2028</b>	415,000	51,756
<b>2029</b>	430,000	26,338
<b>Totals</b>	<b>\$ 3,395,000</b>	<b>\$ 534,263</b>

#### 2021 LTGO Line of Credit

On January 13, 2021, the Port Commission passed Res. 741-21 for a 2021 LTGO Bond evidencing a \$7,000,000 line of credit. Interest on the bond is 1.55% per annum through March 1, 2025. Subsequently, the interest increases to 1.65% per annum until the maturity date March 1, 2027. Payments on this line of credit are due semi-annually on March 1, and September 1. This debt instrument was created with the intention of using it as a bridge between payment for capital work, and reimbursement from grantors. In 2023, the Port continued to utilize the LOC as a bridge loan for the Point Hudson Jetty replacement project, drawing \$2,652,000 and redeeming principal of \$3,823,644. The following is the detail on the outstanding debt:

Issue	Draw Date	Maturity Date	Draw No.	Rate (%)	Beginning Balance	Issued	Principal Paid	Interest Paid	Ending Principal Balance
LTGO 2021	Mar-23		LOC payment		3,823,644	-	423,734	16,481	3,399,910
LTGO 2021	Aug-23		pay down	1.55	3,399,910	-	3,399,910	26,057	-
LTGO 2021	Oct-23	Mar-27	3rd draw	1.55	-	335,000	-	-	335,000
LTGO 2021	Nov-23	Mar-27	4th draw	1.55	335,000	1,000,000			1,335,000
LTGO 2021	Dec-23	Mar-27	5th draw	1.55	1,335,000	1,317,000			2,652,000
			<b>totals</b>			<b>\$ 2,652,000</b>	<b>\$ 3,823,644</b>	<b>\$ 42,538</b>	<b>\$ 2,652,000 *</b>

*Note:* Interest payments are calculated just prior to loan due dates.

The Port plans to repay the principal balance as reimbursements from grantors are received. On 12/31/2023, the unused line of credit balance available was \$4,348,000.

#### **Note 6 – Construction in Progress**

The Port had active construction projects as of December 31, 2023, which include construction, engineering, and other capital support contracts. At year end, the Port's commitments with contractors are as follows:

Project name	Contract work performed	spent to date	remaining commitment
FEMA DR4682 Point Hudson Emergency Repairs	Permitting /PA Support	\$ 1,407	\$ 33,900
Clean Vessel Boat Build	retro fit vessel, install pump-outs	\$ 35,000	\$ 35,000
WIP - PH Cupola Building Remodel	HVAC design	\$ 6,625	\$ 3,375
Boat Haven Marina Pavement Repair	Pavement repair	\$ 72,278	\$ 3,472
Boat Haven Marina Pavement Repair	FEMA Emergency Repair Program Management (DR-4	\$ 18,116	\$ 17,044
Boat Haven Marina Pavement Repair	Pavement causation study	\$ 50,429	\$ 5,043
Boat Haven West Yard Expansion	Design engineering	\$ 41,652	\$ 26,348
Boat Haven West Yard Expansion	Planning study & environmental assessment	\$ 27,513	\$ 5,041
WIP - HB Boat Launch & Improvements-QUIL	Design engineering	\$ 5,907	\$ 317,493
WIP - BH BREAKWATER REPAIR 2019-2025	Design engineering	\$ 47,680	\$ 26,220
JCIA 2nd Connector Taxiway	Design engineering and bidding services	\$ 152,996	\$ 3,004
JCIA 2nd Connector Taxiway	Engineering support during construction	\$ 53,411	\$ 86,491
JCIA 2nd Connector Taxiway	Construction	\$ 692,497	\$ 28,599
Point Hudson Jetty Replacement	Construction	\$ 8,687,851	\$ 2,576,525
Point Hudson Jetty Replacement	Engineering support during construction	\$ 222,878	\$ 68,612
Point Hudson Jetty Replacement	Construction management	\$ 213,555	\$ 53,445
Point Hudson Jetty Replacement	Environmental monitoring	\$ 102,340	\$ 66,865
Boat Haven Stormwater Treatment	Design engineering	\$ 143,133	\$ 66,977
Gardiner Boat Ramp Renovation	Design engineering	\$ 104,264	\$ 34,880
Gardiner Boat Ramp Renovation	Permitting	\$ 36,059	\$ 40,493
FEMA DR4650 Boat Haven Pave/Bulkhead	FEMA Program Management	\$ 34,875	\$ 285
	<b>Totals</b>	<b>\$ 10,750,465</b>	<b>\$ 3,499,112</b>

Of the remaining committed balance of \$3,499,112, approximately 50% will be paid from grant awards, with the remainder of the costs paid with cash reserves, and net operating income.

#### **Note 7 – OPEB Plans**

The Port is a participating employer in the state's Public Employees Benefits Board (PEBB) program, a defined benefit plan administered by the Washington State Health Care Authority. The plan provides medical, dental, and life insurance benefits for public employees and retirees and their dependents on a pay-as-you-go basis. The plan provides OPEB benefits through both explicit and implicit subsidies. The explicit subsidy is a set dollar amount that lowers the monthly premium paid by members over the age of 65 enrolled in Medicare Parts A and B. PEBB determines the amount of the explicit subsidy annually. The implicit subsidy results from the inclusion of active and non-Medicare eligible retirees in the same pool when determining premiums. There is an implicit subsidy from active employees since the premiums paid by retirees are lower than they would have been if the retirees were insured separately. The Port had 17 active plan members and six (6) retired plan members as of measurement date June 30, 2023. As of December 31, 2023, the Port's total OPEB liability was \$872,519 as calculated using the alternative measurement method. The Port contributed \$19,997 to the plan for the year ended December 31, 2023.



**Note 8 – Pension Plans**

All Port full-time and qualifying part-time employees participate in either the PERS Plan II or PERS Plan III, which is administered by the Washington State Department of Retirement Systems (DRS), under cost-sharing, multiple-employer public employee defined benefit and defined contribution retirement plans.

The State Legislature establishes, and amends, laws pertaining to the creation and administration of all public retirement systems.

The Department of Retirement Systems, a department within the primary government of the State of Washington, issues a publicly available annual comprehensive financial report (ACFR) that includes financial statements and required supplementary information for each plan. The DRS ACFR may be downloaded from the DRS website at [www.drs.wa.gov](http://www.drs.wa.gov).

As of June 30, 2023 (the measurement date of the plans), the Port's proportionate share of the collective net pension liabilities, also reported on the Schedule 09, was as follows:

	Employer Contributions	Allocation %	Liability (Asset)
PERS 1	\$107,147	0.015724%	\$358,937
PERS 2/3	\$178,057	0.020252%	(\$830,065)

Only the net pension liabilities are reported on Schedule 09.

**Note 9 – SBITA**

During the year ended 2023, the Port adopted guidance for the presentation and disclosure of Subscription Based Information Technology Arrangements (SBITA), as required by the BARS manual. This requirement resulted in the addition of subscription liability reported on the Schedule of Liabilities. The following are the identified SBITA obligations:

Insight Public Sector

This software subscription is for Microsoft licensing and emails. The subscription spans a 3-year period. Payments are made annually in full at the beginning of each contract year.

Outstanding obligations at 12/31/2023 for this contract are as follows:

<u>period</u>	<u>months</u>	<u>amount</u>
6/1/23 – 5/31/24	Pd in prior year (2023)	
6/1/24 – 5/31/25	12	\$ 7,052
6/1/25 – 5/31/26	12	<u>\$ 7,052</u>
	Total	\$14,104

Guardian Security

This software subscription is for Eagle Eye camera storage, and access control (fobs management); it spans 3 years and varies by location and initial term. Locations include Boat Haven, Point

Hudson, Herb Beck marina, JCIA and the Whale exhibit on Union Wharf. Payments are made monthly.

Outstanding obligations at 12/31/2023 for this contract are as follows:

<u>period</u>	<u>months</u>	<u>amount</u>
2024	10 or 12	\$12,590
2025	9 or 12	\$ 7,695
2026	6	<u>\$ 1,080</u>
	Total	\$21,365

#### **Note 10 – Other Disclosures**

In the summer of 2023, the Port acquired the 253-acre Short’s Family Farm in Chimacum, one of the largest contiguous agricultural land holdings in Jefferson County. The Commission authorized the purchase of the farm with the objective of developing and maintaining infrastructure and establishing uses of the property that will help sustain and expand agriculture in Jefferson County. Acquisition, re-development, and active use of the Short’s Family Farm represents a rare opportunity for the Port to help to strengthen the agricultural sector of our economy and support the health of our local food system.

On September 27, 2023, the Commission adopted Resolution No. 797-24 to guide the development of a plan for the farm. The resolution outlined four planning objectives, a schedule for plan development, and established a committee of local experts (the Farm Steering Committee (FSC)) to help prepare a Farm Plan to guide future use and development of the property. The four key plan goals are: 1) support, sustain and expand local ag, 2) restore habitat, 3) seek a return on Port investments, and 4) buy time for further research and investigation.

In late 2023, the Port contracted with the University of Washington’s Department of Urban Design (UW) to employ master’s degree students and faculty to assist the FSC and Port staff with the visioning process, community engagement, meeting facilitation, and to assist the FSC in preparing its recommendations for Commission consideration.

#### **Note 11 – Risk Management**

Port of Port Townsend is a member of the Enduris Washington (Pool). Chapter 48.62 RCW provides the exclusive source of local government entity authority to individually or jointly self-insure risks, jointly purchase insurance or reinsurance, and contract for risk management, claims, and administrative services. The Pool was formed July 10, 1987 pursuant to the provisions of Chapter 48.62 RCW, Chapter 200-100 WAC, and Chapter 39.34 RCW when two counties and two cities in the State of Washington joined together by signing an interlocal governmental agreement to fund their self-insured losses and jointly purchase insurance and administrative services. For the Pool’s fiscal year ending August 31, 2023, there were 518 Enduris members representing a broad array of special purpose districts throughout the state.

The Enduris program provides for various forms of joint self-insurance and reinsurance coverage for its members: Liability coverage, which includes: General Liability, Automobile Liability, Public Officials’ Errors and Omissions liability, Terrorism liability and Employment Practices liability; Property coverage, which includes: Building and Contents, Mobile Equipment, Boiler and Machinery, and Business Interruption/Extra Expense; Automobile Physical Damage coverage; Cyber coverage; Crime blanket

coverage; Named Position coverage; and an Identity Fraud reimbursement policy. Pollution and Cyber coverage are provided on a claims made coverage form. Crime coverage is provided on a discovery form. All other coverage is provided on an occurrence coverage form.

Members are responsible for a coverage deductible or co-pay on each covered loss. Each policy year members receive a Memorandum of Coverage (MOC) outlining the specific coverage, limits, and deductibles/co-pays that are specific to their needs. Enduris is responsible for payment of all covered losses above the member retention, up to the Pool self-insured retention (SIR). Enduris acquires excess/reinsurance from unrelated insurance companies to cover losses above the Pool's SIR up to the coverage maximum limit of liability. The tables below reflect the Pool's SIR, reinsurance limits and member deductibles/co-pays by coverage type.

Coverage	Coverage Type	Pool Self-Insured Retention	Excess/ Reinsurance Limits	Member Deductibles/ Co-Pays <sup>(1)</sup>
<b>Liability:</b>				
General Liability	Per Occurrence	\$1 million	\$20 million	\$1,000 - \$100,000
Automobile Liability	Per Occurrence	\$1 million	\$20 million	\$1,000 - \$100,000
Public Officials Errors and Omissions Liability	Each Wrongful Act Member Aggregate	\$1 million	\$20 million \$20 million	\$1,000 - \$100,000
Terrorism Liability <sup>(2)</sup>	Per Occurrence Pool Aggregate	\$500,000 \$1 million	None	\$1,000 - \$100,000
Employment Practices Liability	Per Occurrence Member Aggregate	\$1 million	\$20 million \$20 million	20% Copay <sup>(3)</sup>
<b>Property<sup>(2)</sup>:</b>				
Buildings and Contents	Per Occurrence	\$250,000	\$1 billion	\$1,000 - \$250,000
Mobile Equipment	Per Occurrence	\$250,000	\$1 billion	\$1,000 - \$250,000
Boiler and Machinery <sup>(3)</sup>	Per Occurrence	Varies	\$100 million	Varies
Business Interruption (BI)/ Extra Expense (EE) <sup>(4)</sup>	Per Occurrence	\$250,000	\$100 million (BI)/ \$50 million (EE)	\$1,000 - \$250,000
<b>Sublimit<sup>(5)</sup>:</b>				
Flood	Per Occurrence	\$250,000	\$50 million (shared by Pool members)	\$1,000 - \$250,000

(1) Members may request or be required to pay a higher deductible than the minimum for certain coverage and certain types of losses require a specific co-pay or deductible.

(2) Terrorism liability is fully funded by the Pool i.e., no excess/reinsurance is procured.

(3) Members pay a 20% co-pay of costs. By meeting established guidelines, the co-pay may be waived.

Coverage	Coverage Type	Pool Self-Insured Retention	Excess/ Reinsurance Limits	Member Deductibles/ Co-Pays <sup>(1)</sup>
Earthquake	Per Occurrence	5% of indemnity, subject to \$250,000 minimum	\$10 million (shared by Pool members)	\$1,000 - \$250,000
Terrorism Primary	Per Occurrence	\$250,000	\$100 million per occurrence	\$1,000 - \$250,000
	Pool Aggregate		\$200 million aggregate	
Terrorism Excess	Per Occurrence	\$500,000	\$600 million/ Pool aggregate	\$0
	APIP Per Occurrence		\$1.1 billion/ per occurrence	
	APIP Aggregate		APIP program \$1.4 billion/ APIP program aggregate	
<b>Automobile Physical Damage <sup>(6)</sup></b>		\$25,000		
	Per Occurrence	\$100,000 for Emergency Vehicles; \$250,000 for Emergency Vehicles valued >\$750,000	\$1 billion	\$250 - \$1,000
<b>Crime Blanket <sup>(7)</sup></b>	Per Occurrence	\$50,000	\$1 million	\$1,000
<b>Named Position <sup>(8)</sup></b>	Per Occurrence	\$50,000	\$1 million	\$1,000
<b>Cyber <sup>(9)</sup></b>	Each Claim	\$100,000	\$2 million	20% Copay
	APIP Aggregate		\$40 million	
<b>Identity Fraud Expense Reimbursement <sup>(10)</sup></b>	Member Aggregate	\$0	\$25,000	\$0

- (1) Members may request or be required to pay a higher deductible than the minimum for certain coverage and certain types of losses require a specific co-pay or deductible.
- (2) Property coverage for each member is based on a detailed property schedule. Scheduled items are covered to the extent of the cost of repair or replacement according to the excess/reinsurance policy terms. Under the Alliant Property Insurance Program (APIP) Reinsurance carriers cover insured losses over \$250,000 to the limit of \$1 billion except for certain types of sub-limited property losses such as flood, earthquake, and terrorism.
- (3) Boiler and Machinery self-insured retention for the Pool varies depending on motor horsepower.
- (4) Business Interruption/ Extra expense coverage is based on scheduled revenue generating locations/operations. A limited number of members schedule and the rest are limited to \$500,000 of coverage with a \$2.5 million Pool maximum for undeclared exposure. The waiting period (deductible) is typically 24 hours but there are exceptions specific to the type of exposure covered.
- (5) This sublimit list is simplified and is not all-inclusive. In addition, sub-limits are often shared or aggregated by all pool members and, in a few cases, are shared by all APIP members. Deductibles often vary by coverage sub-limit.
- (6) Auto Physical Damage coverage includes comprehensive, named perils and collision. Coverage for each member is based on a detailed vehicle schedule.
- (7) Crime Blanket coverage (also referred to as "Employee Dishonesty Coverage with Faithful Performance" of \$2,500 is provided to each member. Members may elect to "buy-up" the level of coverage from \$5,000 to \$2 million.
- (8) Named Position coverage is optional. Members may elect to schedule various employees, directors, and commissioners, with individual limits of between \$5,000 and \$1 million.
- (9) Cyber coverage is included under the Pool's Property program. Members are subject to a 20% co-pay per loss and the Pool's SIR is tiered between \$50,000 and \$100,000 depending on the insured/members property TIV with an 8-hour waiting period. By meeting established guidelines, the co-pay may be waived. The reinsurance maximum limit of liability is \$2 million, with various declared sub-limits.

Coverage	Coverage Type	Pool Self-Insured Retention	Excess/ Reinsurance Limits	Member Deductibles/ Co-Pays <sup>(1)</sup>
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(10) Enduris purchases Identity Fraud Expense Reimbursement coverage. Member claims do not have a deductible. There is a \$25,000 limit per member.

Members make an annual contribution to fund the Pool. Since Enduris is a cooperative program, there is joint liability among the participating members. There were no claim settlements above the insurance coverage in any of the last three policy years.

Upon joining the Pool, members are contractually obligated to remain in the Pool for a minimum of one year. They must give notice 60 days before renewal in order to terminate participation. The Interlocal Governmental Agreement (formerly known as the Master Agreement) is automatically renewed each year unless provisions for withdrawal or termination are applied. Even after termination, a member is still responsible for contributing to Enduris for any unresolved, unreported and process claims for the period they were a signatory to the Interlocal Governmental Agreement.

Its member participants fully fund Enduris. Members file claims with the Pool, which determines coverage and administers the claims.

The Pool is governed by a Board of Directors comprising seven board members. The Pool's members elect the Board, and the positions are filled on a rotating basis. The Board meets quarterly and is responsible for overseeing the business affairs of Enduris and providing policy direction to the Pool's Executive Director.

**Port of Port Townsend  
Schedule of Liabilities  
For the Year Ended December 31, 2023**

ID. No.	Description	Due Date	Beginning Balance	Additions	Reductions	Ending Balance
<b>General Obligation Debt/Liabilities</b>						
251.11	2010 LTGO Bond	12/1/2029	2,680,000	-	335,000	2,345,000
251.11	2015 LTGO Refunding Bond	7/1/2025	1,550,000	-	500,000	1,050,000
251.11	2021 LTGO Bond (Line of Credit)	3/1/2027	3,823,644	2,652,000	3,823,644	2,652,000
<b>Total General Obligation Debt/Liabilities:</b>			<b>8,053,644</b>	<b>2,652,000</b>	<b>4,658,644</b>	<b>6,047,000</b>
<b>Revenue and Other (non G.O.) Debt/Liabilities</b>						
259.12	Compensated Absences		243,926	52,862	6,624	290,164
263.52	Installment Purchase - Mail machine	8/31/2024	3,369	-	2,022	1,347
263.57	SBITA - Insight Public Sector		21,156	-	7,052	14,104
263.57	SBITA - Guardian Security		33,544	-	12,179	21,365
264.40	Other Post Employment Benefits		1,091,577	-	219,058	872,519
264.30	Pension Liability		470,864	-	111,934	358,930
<b>Total Revenue and Other (non G.O.) Debt/Liabilities:</b>			<b>1,864,436</b>	<b>52,862</b>	<b>358,869</b>	<b>1,558,429</b>
<b>Total Liabilities:</b>			<b>9,918,080</b>	<b>2,704,862</b>	<b>5,017,513</b>	<b>7,605,429</b>

**Port of Port Townsend  
Schedule of Expenditures of Federal Awards  
For the Year Ended December 31, 2023**

Federal Agency (Pass-Through Agency)	Federal Program	ALN Number	Other Award Number	Expenditures			Passed through to Subrecipients	Note
				From Pass- Through Awards	From Direct Awards	Total		
<b>Economic Development Cluster</b>								
ECONOMIC DEVELOPMENT ADMINISTRATION, COMMERCE, DEPARTMENT OF	Economic Adjustment Assistance	11.307		-	2,927,595	2,927,595	-	
<b>Total Economic Development Cluster:</b>				<b>-</b>	<b>2,927,595</b>	<b>2,927,595</b>	<b>-</b>	
U.S. FISH AND WILDLIFE SERVICE, INTERIOR, DEPARTMENT OF THE (via WA State Parks & Recreation Commission)	Clean Vessel Act	15.616	123-244	90,385	-	90,385	-	
U.S. FISH AND WILDLIFE SERVICE, INTERIOR, DEPARTMENT OF THE (via WA State Parks & Recreation Commission)	Clean Vessel Act	15.616	123-245	1,043	-	1,043	-	
<b>Total ALN 15.616:</b>				<b>91,428</b>	<b>-</b>	<b>91,428</b>	<b>-</b>	
U.S. FISH AND WILDLIFE SERVICE, INTERIOR, DEPARTMENT OF THE (via WA Recreation & Conservation Office)	Sportfishing and Boating Safety Act	15.622	14-588	358,309	-	358,309	-	1
FEDERAL AVIATION ADMINISTRATION, TRANSPORTATION, DEPARTMENT OF	Airport Improvement Program, COVID-19 Airports Programs, and Infrastructure Investment and Jobs Act Programs	20.106		-	111,538	111,538	-	

*The accompanying notes are an integral part of this schedule.*

**Port of Port Townsend  
Schedule of Expenditures of Federal Awards  
For the Year Ended December 31, 2023**

Federal Agency (Pass-Through Agency)	Federal Program	ALN Number	Other Award Number	Expenditures			Passed through to Subrecipients	Note
				From Pass- Through Awards	From Direct Awards	Total		
FEDERAL AVIATION ADMINISTRATION, TRANSPORTATION, DEPARTMENT OF	Airport Improvement Program, COVID-19 Airports Programs, and Infrastructure Investment and Jobs Act Programs	20.106		-	721,664	721,664	-	
FEDERAL AVIATION ADMINISTRATION, TRANSPORTATION, DEPARTMENT OF	Airport Improvement Program, COVID-19 Airports Programs, and Infrastructure Investment and Jobs Act Programs	20.106		-	13,649	13,649	-	
<b>Total ALN 20.106:</b>				<b>-</b>	<b>846,851</b>	<b>846,851</b>	<b>-</b>	
DEPARTMENTAL OFFICES, TREASURY, DEPARTMENT OF THE (via WA State Dept of Commerce and Jefferson County)	COVID 19 - CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS	21.027	Last Call-PoPT 2023	50,000	-	50,000	-	
ENVIRONMENTAL PROTECTION AGENCY, ENVIRONMENTAL PROTECTION AGENCY (via Department of Ecology)	State and Tribal Response Program Grants	66.817	C2300080	105,507	-	105,507	-	
FEDERAL EMERGENCY MANAGEMENT AGENCY, HOMELAND SECURITY, DEPARTMENT OF	Disaster Grants - Public Assistance (Presidentially Declared Disasters)	97.036		-	65,051	65,051	-	

*The accompanying notes are an integral part of this schedule.*



**Port of Port Townsend  
Schedule of Expenditures of Federal Awards  
For the Year Ended December 31, 2023**

Federal Agency (Pass-Through Agency)	Federal Program	ALN Number	Other Award Number	Expenditures			Passed through to Subrecipients	Note
				From Pass- Through Awards	From Direct Awards	Total		
FEDERAL EMERGENCY MANAGEMENT AGENCY, HOMELAND SECURITY, DEPARTMENT OF	Disaster Grants - Public Assistance (Presidentially Declared Disasters)	97.036		-	4,500	4,500	-	
			<b>Total ALN 97.036:</b>	-	<b>69,551</b>	<b>69,551</b>	-	
			<b>Total Federal Awards Expended:</b>	<b>605,244</b>	<b>3,843,997</b>	<b>4,449,241</b>	-	

*The accompanying notes are an integral part of this schedule.*

**Port of Port Townsend**  
**Notes to the Schedule of Expenditures of Federal Awards**  
**For the Year Ended December 31, 2023**

Note 1 – Basis of Accounting

This Schedule is prepared on the same basis of accounting as the Port's financial statements. The Port uses the cash basis of accounting and measurement focus where revenues are recognized when cash is received, and expenditures are recognized when paid. A grant was amended in 2022 that allowed the Port to reach back to prior years' expenditures for reimbursement. This was the WA Recreation & Conservation Office grant #14-588; of the total listed on the SEFA, \$18,487 was from prior years.

Note 2 – Federal De Minimis Indirect Cost Rate

The Port has not elected to use the 10-percent de minimis indirect cost rate allowed under the Uniform Guidance.

Note 3 – Program Costs

The amounts shown as federal expenditures represent only the federal grant portion of the program costs. Entire program costs, including the Port's portion, are more than shown. Such expenditures are recognized following, as applicable, either the cost principles in the OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments, or the cost principles contained in Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

## ABOUT THE STATE AUDITOR'S OFFICE

The State Auditor's Office is established in the Washington State Constitution and is part of the executive branch of state government. The State Auditor is elected by the people of Washington and serves four-year terms.

We work with state agencies, local governments and the public to achieve our vision of increasing trust in government by helping governments work better and deliver higher value.

In fulfilling our mission to provide citizens with independent and transparent examinations of how state and local governments use public funds, we hold ourselves to those same standards by continually improving our audit quality and operational efficiency, and by developing highly engaged and committed employees.

As an agency, the State Auditor's Office has the independence necessary to objectively perform audits, attestation engagements and investigations. Our work is designed to comply with professional standards as well as to satisfy the requirements of federal, state and local laws. The Office also has an extensive quality control program and undergoes regular external peer review to ensure our work meets the highest possible standards of accuracy, objectivity and clarity.

Our audits look at financial information and compliance with federal, state and local laws for all local governments, including schools, and all state agencies, including institutions of higher education. In addition, we conduct performance audits and cybersecurity audits of state agencies and local governments, as well as state whistleblower, fraud and citizen hotline investigations.

The results of our work are available to everyone through the more than 2,000 reports we publish each year on our website, [www.sao.wa.gov](http://www.sao.wa.gov). Additionally, we share regular news and other information via an email subscription service and social media channels.

We take our role as partners in accountability seriously. The Office provides training and technical assistance to governments both directly and through partnerships with other governmental support organizations.

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## Assessment Audit Report

# Industrial Development Corporation of the Port of Port Townsend

For the period January 1, 2023 through December 31, 2023

*Published September 3, 2024*

Report No. 1035450



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we're helping advance  
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**Office of the Washington State Auditor  
Pat McCarthy**

September 3, 2024

Board of Commissioners  
Industrial Development Corporation of the Port of Port Townsend  
Port Townsend, Washington

**Report on Assessment Audit**

Thank you for the opportunity to work with you to promote accountability, integrity and openness in government. The Office of the Washington State Auditor takes seriously our role of providing state and local governments with assurance and accountability as the independent auditor of public accounts. In this way, we strive to help government work better, cost less, deliver higher value and earn greater public trust.

The attached report describes the procedures performed and conclusions for the areas we reviewed. We appreciate the opportunity to work with your staff, and value your cooperation during the assessment audit.

Sincerely,

Pat McCarthy, State Auditor

Olympia, WA

***Americans with Disabilities***

*In accordance with the Americans with Disabilities Act, we will make this document available in alternative formats. For more information, please contact our Office at (564) 999-0950, TDD Relay at (800) 833-6388, or email our webmaster at [webmaster@sao.wa.gov](mailto:webmaster@sao.wa.gov).*

## AUDIT SUMMARY

### Results in brief

Based on the procedures performed, nothing came to our attention in the areas we reviewed that caused us to believe the Corporation was not in substantial compliance with applicable state laws, regulations, and its own policies, or had not provided adequate controls over the safeguarding of public resources. Had we performed additional procedures, other matters might have come to our attention that would have been reported.

### About the assessment audit

This report contains the results of our independent audit of the Industrial Development Corporation of the Port of Port Townsend from January 1, 2023 through December 31, 2023.

Management is responsible for ensuring compliance and adequate safeguarding of public resources from fraud, loss or abuse. This includes the design, implementation and maintenance of internal controls relevant to these objectives. State law (RCW 43.09.230) also requires local governments to prepare and submit certified annual reports to our Office summarizing such things as revenues received, collections made, amounts receivable or payable, expenditures made, and debt owed.

This assessment audit was conducted under the authority of RCW 43.09.260, which requires the Office of the Washington State Auditor to examine the financial affairs of all local governments at least once every three years. Assessment audits are risk-based, limited-scope reviews of small local governments, generally defined as local governments with less than \$300,000 in annual revenues. To help minimize audit costs, our work for this engagement was conducted off-site primarily using financial and other information provided by the Corporation.

This assessment audit was limited to the following:

- Verifying that annual reports submitted to our Office were complete and filed timely in compliance with state law
- Corroborating financial information reported by the Corporation by comparing reported revenues, expenditures, and cash and investment balances to third-party sources

## INFORMATION ABOUT THE CORPORATION

The Port of Port Townsend created the Industrial Development Corporation for the purpose of facilitating economic development in Jefferson County through the financing of industrial development facilities.

The Corporation may issue tax-exempt Industrial Development Revenue bonds for qualified industrial development projects. Bonds issued through the Corporation are the debt of the private developer of the project. They are not obligations of the Corporation or the Port. The Corporation has no employees and has no tax or operating revenue. The three Port Commissioners serve as the Directors of the Corporation.

<b>Contact information related to this report</b>	
Address:	Industrial Development Corporation of the Port of Port Townsend 2701 Washington Street PO Box 1180 Port Townsend, WA 98368
Contact:	Connie Anderson, Finance Director
Telephone:	(360) 379-4975

*Information current as of report publish date.*

### **Audit history**

You can find current and past audit reports for the Industrial Development Corporation of the Port of Port Townsend at <http://portal.sao.wa.gov/ReportSearch>.

## ABOUT THE STATE AUDITOR'S OFFICE

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We work with state agencies, local governments and the public to achieve our vision of increasing trust in government by helping governments work better and deliver higher value.

In fulfilling our mission to provide citizens with independent and transparent examinations of how state and local governments use public funds, we hold ourselves to those same standards by continually improving our audit quality and operational efficiency, and by developing highly engaged and committed employees.

As an agency, the State Auditor's Office has the independence necessary to objectively perform audits, attestation engagements and investigations. Our work is designed to comply with professional standards as well as to satisfy the requirements of federal, state and local laws. The Office also has an extensive quality control program and undergoes regular external peer review to ensure our work meets the highest possible standards of accuracy, objectivity and clarity.

Our audits look at financial information and compliance with federal, state and local laws for all local governments, including schools, and all state agencies, including institutions of higher education. In addition, we conduct performance audits and cybersecurity audits of state agencies and local governments, as well as state whistleblower, fraud and citizen hotline investigations.

The results of our work are available to everyone through the more than 2,000 reports we publish each year on our website, [www.sao.wa.gov](http://www.sao.wa.gov). Additionally, we share regular news and other information via an email subscription service and social media channels.

We take our role as partners in accountability seriously. The Office provides training and technical assistance to governments both directly and through partnerships with other governmental support organizations.

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Office of the Washington State Auditor  
Pat McCarthy

## Accountability Audit Report

# Port of Port Townsend

For the period January 1, 2023 through December 31, 2023

*Published September 3, 2024*

Report No. 1035449



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**Office of the Washington State Auditor  
Pat McCarthy**

September 3, 2024

Board of Commissioners  
Port of Port Townsend  
Port Townsend, Washington

**Report on Accountability**

Thank you for the opportunity to work with you to promote accountability, integrity and openness in government. The Office of the Washington State Auditor takes seriously our role of providing state and local governments with assurance and accountability as the independent auditor of public accounts. In this way, we strive to help government work better, cost less, deliver higher value and earn greater public trust.

Independent audits provide essential accountability and transparency for Port operations. This information is valuable to management, the governing body and public stakeholders when assessing the government's stewardship of public resources.

Attached is our independent audit report on the Port's compliance with applicable requirements and safeguarding of public resources for the areas we examined. We appreciate the opportunity to work with your staff and value your cooperation during the audit.

Sincerely,

Pat McCarthy, State Auditor  
Olympia, WA

***Americans with Disabilities***

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## AUDIT RESULTS

### Results in brief

This report describes the overall results and conclusions for the areas we examined. In those selected areas, Port operations complied, in all material respects, with applicable state laws, regulations, and its own policies, and provided adequate controls over the safeguarding of public resources.

In keeping with general auditing practices, we do not examine every transaction, activity, policy, internal control, or area. As a result, no information is provided on the areas that were not examined.

### About the audit

This report contains the results of our independent accountability audit of the Port of Port Townsend from January 1, 2023 through December 31, 2023.

Management is responsible for ensuring compliance and adequate safeguarding of public resources from fraud, loss or abuse. This includes the design, implementation and maintenance of internal controls relevant to these objectives.

This audit was conducted under the authority of RCW 43.09.260, which requires the Office of the Washington State Auditor to examine the financial affairs of all local governments. Our audit involved obtaining evidence about the Port's use of public resources, compliance with state laws and regulations and its own policies and procedures, and internal controls over such matters. The procedures performed were based on our assessment of risks in the areas we examined.

Based on our risk assessment for the year ended December 31, 2023, the areas examined were those representing the highest risk of fraud, loss, abuse, or noncompliance. We examined the following areas during this audit period:

- Accounts payable – general disbursements, credit cards and electronic funds transfers
- Payroll – gross wages
- Open public meetings – compliance with minutes, meetings and executive session requirements
- Financial condition – reviewing for indications of financial distress

## RELATED REPORTS

### **Financial**

Our opinion on the Port's financial statements and compliance with federal grant program requirements is provided in a separate report, which includes the Port's financial statements. That report is available on our website, <http://portal.sao.wa.gov/ReportSearch>.

### **Federal grant programs**

We evaluated internal controls and tested compliance with the federal program requirements, as applicable, for the Port's major federal programs, which are listed in the Schedule of Findings and Questioned Costs section of the separate financial statement and single audit report. That report is available on our website, <http://portal.sao.wa.gov/ReportSearch>.

## INFORMATION ABOUT THE PORT

The Port of Port Townsend was created in 1924 by a vote of Jefferson County citizens. The Port's primary mission is to develop economic opportunities. The Port owns industrial and commercial property, three marinas and launch ramps, an RV Park, a work yard and boat yard, an airport and three additional recreational and water use properties throughout the county.

An elected, three-member Board of Commissioners governs the Port. The Board appoints an Executive Director to manage Port operations and a Director of Finance/Port Auditor to manage the Port's finances. There are 42 employees. The county levies and collects taxes on behalf of the Port, both a general tax levy and an industrial development district (IDD) tax levy. For 2023, the Port had an authorized budget of approximately \$10 million.

### Contact information related to this report

Address:	Port of Port Townsend 2701 Jefferson Street P.O. Box 1180 Port Townsend, WA 98368
Contact:	Connie Anderson, Finance Director
Telephone:	(360) 379-4975
Website:	<a href="http://www.portofpt.com">www.portofpt.com</a>

*Information current as of report publish date.*

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

<b>Date/Time</b>		<b>Item/Topic</b>	<b>Location</b>	<b>Absent</b>
<b>Thur., Sept. 19 5:00 pm</b>	Meeting	Intergovernmental Collaborative Group	Pav	CH
<b>Thurs-Fri. Sept. 19-20</b>		WPPA Environmental Seminar	Marcus Whitman Hotel, Walla Walla	PH/PP
<b>Wed., Sept. 25 5:30 pm</b>	Meeting	Marine Resources Consultants Lease Armstrong Consolidated Lease 1 <sup>st</sup> Draft 2024 Budget with CIP and Proposed Rates Hangar Pad Site #6, Northwest Customs Hangars Lease Contract Update	Pav	
<b>Thurs. Sept. 26 4-9 pm</b>	Event	Boat Yard BBQ (Potential Quorum of Port Commission)	8 <sup>th</sup> St., Near Larry Scott Trail	
<b>Wed., Oct. 9 9:30 am</b>	Workshop	Quarter 3 Capital Improvement Project Update Review Financials Reserve Model	Pav	
<b>Wed., Oct.9 1 pm</b>	Meeting	2nd Draft of 2025 Budget with CIP and Proposed Rates August 2024 Year to date Financial Report Harbormaster Report Lease/Contract Update	Pav	
<b>Mon., Oct.14</b>	HOLIDAY	Offices Closed - Indigenous Peoples Day		
<b>Tues., Oct. 22 5:30 pm</b>	Spec. Mtg.	Public Hearing Draft 2025 Operating & Capital Budget, Property Tax Levy and IDD tax levy (Tentative) Contract Update	Pav	
<b>Thurs-Fri Oct. 24-25</b>		WPPA Small Ports Seminar	Campbell's Resort, Lake Chelan	
<b>Wed., Nov. 13 9:30 am</b>	Workshop		Pav	



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

<b>Wed., Nov. 13 1 pm</b>	Meeting	2 <sup>nd</sup> Reading/Continued Public Hearing Draft 2025 Operating and Capital Budget, rates, property tax levy and IDD levy (and associated Resolutions) September 2024 Year to Date Financial Report Harbormaster Report Lease/Contract Update	Pav	
<b>Wed., Nov. 21 5:00 pm</b>	Meeting	Intergovernmental Collaborative Group	Pav	
<b>Tues., Nov. 26 1 pm</b>	Meeting	Adopt 2025 Budget (and rates, resolutions), if not adopted in previous meeting.	Pav	
<b>Wed., Dec. 11 9:30 am</b>	Workshop	Quarter 4 Capital Improvement Project Update	Pav	
<b>Wed., Dec. 11 1 pm</b>	Meeting	October 2024 Year to Date Financial Report Harbormaster Report Lease/Contract Update	Pav	
<b>Wed/Fri, Dec 11-13</b>		WPPA Annual Meeting	Hyatt Regency, Bellevue	