

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



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**Commission Meeting  
1<sup>st</sup> Monthly Meeting Agenda  
Wednesday, February 12, 2025, 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
- IV. Consent Agenda
  - A. Approval of Business Meeting Minutes from January 22, 2025, Special Meeting Minutes of January 29/30, 2025.....3-7
  - B. Approval & Ratification of Warrants .....8-24
  - C. Authorize the Port Executive Director to Award and Execute Project Specific On-call Environmental Services Consultant Contract with Cowling & Company d/b/a Widener & Associates.....25-57
  - D. Resolution 832-25 Building Resilient (BRIC) Authorizing Executive Director or Designee to File a Sub- Application with the State of Washington Military Department, Emergency Management Division, for the Purpose of Obtaining and Administering Certain State and Federal Financial Assistance Under the Disaster Recovery Reform Act, Section 1234; Amended Section 203 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act).....58-62
- V. Second Reading ~ none
- VI. First Reading ~ none
- VII. Regular Business
  - A. 2024 Annual IDD Levy Financial Report.....63-68
  - B. December 2024 Year-to-Date Financial Report..... 69-82
  - C. Harbormaster Report..... 83-90
- VIII. Staff Comments
- IX. Commissioner Comments
- X. Next Meeting are:
  - A. Intergovernmental Collaborative Group on Thursday, February 20, 2025 at 5:00 p.m.
  - B. Regular Business Meeting on Wednesday, February 26, 2025 at 5:30 p.m.
- XI. Executive Session – Consideration of site selection or acquisition of real estate purchase or lease if likelihood that disclosure would increase price (RCW 42.30.110(1)(b))

XII. Adjournment

<u>Informational Items</u> .....	91
• Port Contracts Update .....	92
• Port Lease Brief .....	93-99
• EDC Semi-Annual Public Sector Cabinet report .....	100-125
• JeffPUD Bead Application 2025-01-22 – Broadband Funding .....	126
• Commission Meeting Schedule.....	127-129
• Washington State Ferries Fact Sheet.....	130-131

## PORT COMMISSION REGULAR BUSINESS MEETING – Wednesday, January 22, 2025

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 Hasse and Petranek with Commissioner Hanke excused  
 Executive Director Eron Berg  
 Deputy Director Eric Toews  
 Director of Finance and Administration Connie Anderson  
 Director of Capital Projects and Port Engineer Matt Klontz  
 Port Recorder Joanna Sanders  
 Via Zoom: Attorney Seth Woolsen

I. CALL TO ORDER & PLEDGE OF ALLEGIANCE (Rec. 00:01:00)

Commissioner Hasse called the meeting to order at 5:30 p.m.

II. APPROVAL OF AGENDA (Rec. 00:01:20)

There were no changes.

III. PUBLIC COMMENTS – GENERAL (Rec. 00:01:28)

Pete Langley provided written comment forwarding articles with concerns on fish farming advocated by Jamestown S’Klallam Tribe and another link to the Moss Bay fire.

IV. CONSENT AGENDA (Rec. 00:03:01)

A. Approval of Workshop and Business Meeting Minutes from January 8, 2025

B. Approval & Ratification of Warrants

Electronic Debit in the amount of \$51,875.09

Warrant #069645 through #069683 in the amount of \$200,315.13

Electronic Debit in the amount of \$4,714.84

Electronic Debits in the amounts of \$61.95 from US Bank and \$17,356.09 from Kitsap Bank

Electronic Debit in the amount of \$492.30

Warrant #069684 through #069705 in the amount of \$244,501.83

Warrant #069706 through #069608 and Electronic Payment in the total amount of \$145,766.56

C. Resolution 836-25 Authorizing Issuance of Checks and Warrants Prior to Approval of the Commission (Superseding Resolution 737-20)

D. Ratify Addition of 30-34 ft Vessels on 2025 Rate Card for Herb Beck Marina

E. Authorize Thomas B. Powell d/b/a Port Townsend Furniture Clinic, Boat Haven Building Lease

F. Authorizing Board of Regents of the University of Washington – Point Hudson Building Lease (Sea Grant)

G. Authorize KSA Agreement for Airport Master Plan Update

- H. Execution of Professional Services Agreement with Kennedy Jenks Consultants for Engineering Support During Construction of the Boat Haven Boatyard Stormwater Improvement Project

**Unanimous approval of the Consent Agenda as written. Staff responded to questions about warrants.**

V. SECOND READING - None

VI. FIRST READING - None

VII. RECESS TO A MEETING OF THE INDUSTRIAL DEVELOPMENT CORPORATION (Rec. 00:07:05)

At 5:38 p.m., the Port Commission recessed to a meeting of the Industrial Development Corporation.

At 5:45 p.m., the meeting was adjourned and the Commission meeting was called back to order.

VIII. REGULAR BUSINESS (Rec. 00:14:00)

- A. Joint Resolution 837-25 Amending Article IV of the IDC's Bylaws Concerning Regular Meetings Election of Commission Officers

**Unanimous approval of motion to adopt Port Resolution 837-25 as presented, approving the amendment to Article IV, Section A of the IDC Bylaws concerning the frequency, timing, and location of regular IDC Board meetings**

IX. STAFF COMMENTS (Rec. 00:15:24) - None

X. COMMISSIONER COMMENTS (Rec. 00:16:25)

Commissioner Petranek reported giving a Port report at the PTMTA meeting. At Peninsula College on February 6, 2025 Scott Wilson will be giving his last talk on the Port's 100 Year History book.

Commissioner Hasse reported she met with a Climate Action Committee working group on the City's Comprehensive Plan related to the Sea Level Rise project.

XI. NEXT PUBLIC WORKSHOP & REGULAR BUSINESS MEETING (Rec. 00:18:28)

Regular Thursday, January 30, 2025 WPPA Port and Maritime Day Capital Bldg./Columbia Rm, Olympia. (Pam and Hasse attending)

Wednesday, February 12, 2025 at 9:30 a.m. Workshop and at 1:00 p.m. Business Meeting at the Pavilion Building & via Zoom

XII. EXECUTIVE SESSION – None

XIII. ADJOURNMENT (Rec. 00:20:00)

At 5:50 p.m., the meeting adjourned there being no further business before the Commission.

ATTEST:



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Carol L. Hasse, President

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Peter W. Hanke, Secretary

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Pamela A. Petranek, Vice President

PORT COMMISSION SPECIAL BUSINESS MEETING – Wednesday, January 29, 2025

The Port of Port Townsend Commission scheduled a special business session because of a quorum in attendance at a reception at the Heritage Distilling, 4200 Capitol Blvd SE Suite 104, Tumwater, WA 98501.

Present: Commissioners Hasse and Petranek  
Executive Director Eron Berg

I. CALL TO ORDER

Meeting began at 5 p.m.

II. TOPIC OF DISCUSSION

Commissioners Hasse and Petranek attended a reception of Washington Ports for the purposes of networking and did not engage in discussion together about Port business.

III. ADJOURNMENT

The meeting adjourned at 8 p.m., there being no further business before the Commission.

ATTEST:

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Carol L. Hasse, President

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Peter W. Hanke, Secretary

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Pamela A. Petranek, Vice President

PORT COMMISSION SPECIAL BUSINESS MEETING – Wednesday, January 30, 2025

The Port of Port Townsend Commission scheduled a special business session because of a quorum in attendance at a Port Day on the Hill, in the Legislative Building, Columbia Room, Olympia, WA 98501.

Present: Commissioners Hasse and Petranek  
Executive Director Eron Berg

I. CALL TO ORDER

Meeting began at 7 a.m.

II. TOPIC OF DISCUSSION

Commissioners Hasse and Petranek gathered for coffee and pastries, followed by briefings and legislative speakers, lunch, and then continuation of speaker presentations. Commissioners did not engage in discussion together about Port business.

III. ADJOURNMENT

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

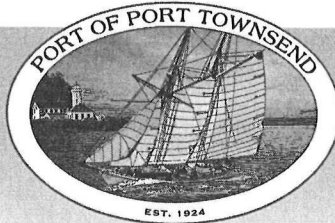
ATTEST:

\_\_\_\_\_  
Peter W. Hanke, Secretary

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

\_\_\_\_\_  
Pamela A. Petranek, Vice President

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## WARRANT APPROVAL

We, the undersigned, as Commissioners and Auditing Officer of the Port of Port Townsend, in Jefferson County, Washington, do hereby certify under penalty of perjury that the material has been furnished, the labor performed and the services provided, as described herein, and that these claims are a just and unpaid obligation of the Port of Port Townsend, and that these claims, in Warrant No. 069528 in the amount of \$9,006.80 is declared void on this on this 12th day of February, 2025.

For: **Accounts Payable**

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

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

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

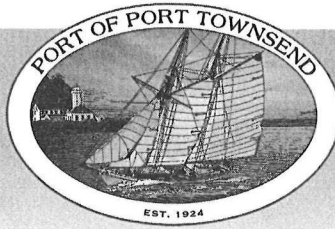
\_\_\_\_\_  
Connie Anderson, Director of  
Finance And Administration

Port of Port Townsend (PTA)

Bank: W WARRANTS PAYABLE

Check Number/ Invoice Number	Check Date Invoice Date	Vendor Number Invoice Amount	Discount	Distribution Amount	Check Amount
0000069528	REV 12/11/2024	ARX001 Arxcis, Inc			9,006.80-
Check Comment: Check lost in mail CK000006952801					
	12/11/2024	9,006.80-	0.00		
	G/L Account: 723-5375-05	REPAIR/MAINT - 75 TON		5,103.40-	
	G/L Account: 723-5370-05	REPAIR/MAINT: 70 TON HOIST		3,903.40-	
	Check 0000069528 Total:	9,006.80-	0.00	9,006.80-	9,006.80-
	Bank W Total:	9,006.80-	0.00	9,006.80-	9,006.80-
	Report Total:	9,006.80-	0.00	9,006.80-	9,006.80-

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## **ELECTRONIC DEBIT – Kitsap Bank**

We, the undersigned, as Commissioners and Auditing Officer of the Port of Port Townsend, in Jefferson County, Washington, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein and that the claim is a just, due and unpaid obligation of the Port of Port Townsend, that we are authorized to authenticate and certify said claim, and that the Electronic Debit from the Port Checking Account held at Kitsap Bank is approved for payment in the amount of **492.30 is ratified.**

**Signed and Authenticated** on this 12th day of February, 2025.

For: Contracted Service Fees in the amount of **\$492.30**

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Commissioner Carol Hasse

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Commissioner Pam Petranek

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Commissioner Pete Hanke

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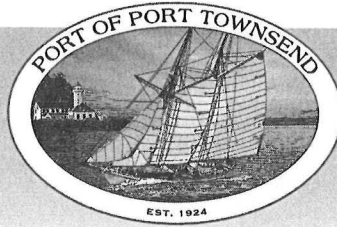
Connie Anderson, Director of  
 Finance And Administration

Port of Port Townsend (PTA)

Bank: K KITSAP BANK

Check Number/ Invoice Number	Check Date Invoice Date	Vendor Number Invoice Amount	Discount	Distribution Amount	Check Amount
W000001053 CKW00000105301	1/31/2025	DSD050 DSD Business Systems			492.30
	1/31/2025	492.30	0.00		
G/L Account: 781-3100-29		CONTRACT SERVICES: ACCTG		492.30	
	<b>Bank K Total:</b>	492.30	0.00	492.30	492.30
	<b>Report Total:</b>	492.30	0.00	492.30	492.30

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Port Townsend, WA 98368



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www.portoft.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 Warrant No 069709 - 069735 generated on January 24th, 2025 in the amount of \$214,369.74 is ratified.

Signed and Authenticated on this 12th day of February, 2025.

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: 1/24/2025

Register Number: CD-001133

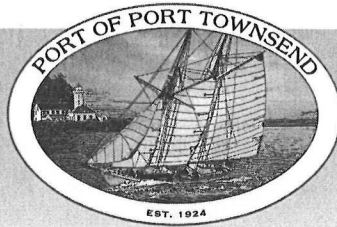
Port of Port Townsend (PTA)

Bank Code: W - WARRANTS PAYABLE							
Check Number	Check Date	Vendor	Invoice Number	Invoice Date	Invoice Amount	Discount Applied	Payment Amount
0000069709	1/24/2025	0360010	360 Marine LLC				<b>Check Entry Number: 001</b>
			1054	1/8/2025	473.17	0.00	473.17
			1057	1/18/2025	473.17	0.00	473.17
<b>Check 0000069709 Total:</b>					946.34	0.00	946.34
0000069710	1/24/2025	AHB040	AHBL, Inc.				<b>Check Entry Number: 001</b>
			149800	12/31/2024	66,013.81	0.00	66,013.81
0000069711	1/24/2025	ALL085	Alliance Technical Group, LLC				<b>Check Entry Number: 001</b>
			SEA067732	1/23/2025	611.96	0.00	611.96
0000069712	1/24/2025	CED005	CED				<b>Check Entry Number: 001</b>
			5948-1064674	1/15/2025	36.91	0.00	36.91
			5948-1064753	1/15/2025	160.93	0.00	160.93
			5948-1064828	1/15/2025	4,835.48	0.00	4,835.48
			5948-1064873	1/15/2025	240.68	0.00	240.68
			5948-1064920	1/15/2025	244.98	0.00	244.98
			5948-1064927	1/22/2025	242.87	0.00	242.87
			5948-1065052	1/22/2025	2,794.17	0.00	2,794.17
			5948-1065062	1/22/2025	85.46	0.00	85.46
			5948-1065090	1/17/2025	1,728.52	0.00	1,728.52
			5948-1065274	1/22/2025	1,635.53	0.00	1,635.53
<b>Check 0000069712 Total:</b>					12,005.53	0.00	12,005.53
0000069713	1/24/2025	CEN035	CenturyLink				<b>Check Entry Number: 001</b>
			1/9/25 STATEMENTS	1/9/2025	379.61	0.00	379.61
0000069714	1/24/2025	CHM030	CSD Attorneys at Law				<b>Check Entry Number: 001</b>
			1/31/24 STATEMENT	1/17/2025	1,324.00	0.00	1,324.00
0000069715	1/24/2025	CIT010	City of Port Townsend				<b>Check Entry Number: 001</b>
			LUP24-039	1/21/2025	1,157.37	0.00	1,157.37
0000069716	1/24/2025	FAS020	Fastenal				<b>Check Entry Number: 001</b>
			WAPOR97907	12/18/2024	150.17	0.00	150.17
0000069717	1/24/2025	FIS020	Fish N Hole				<b>Check Entry Number: 001</b>
			5384279	1/9/2025	34.54	0.00	34.54
0000069718	1/24/2025	FIS070	Fisheries Supply				<b>Check Entry Number: 001</b>
			7091274	12/31/2024	102.02	0.00	102.02
0000069719	1/24/2025	GRE020	Great American Insurance Co.				<b>Check Entry Number: 001</b>
			CLAIM # A00682737	1/21/2025	5,000.00	0.00	5,000.00
0000069720	1/24/2025	JC1002	Jefferson County Department of				<b>Check Entry Number: 001</b>
			INV-00006032	1/23/2025	14,584.08	0.00	14,584.08
0000069721	1/24/2025	KPF050	KPFF				<b>Check Entry Number: 001</b>
			548260	1/11/2025	10,391.50	0.00	10,391.50
0000069722	1/24/2025	MUR002	Murrey's Disposal Co. Inc.				<b>Check Entry Number: 001</b>
			8416647S112	1/1/2025	2,130.55	0.00	2,130.55
0000069723	1/24/2025	OLY001	Olympic Equipment Rentals Inc				<b>Check Entry Number: 001</b>
			2501-036084	1/15/2025	104.70	0.00	104.70
0000069724	1/24/2025	PAC007	Pacific Marine Expo				<b>Check Entry Number: 001</b>
			INV201854703	1/17/2025	2,862.50	0.00	2,862.50
0000069725	1/24/2025	PEN060	Peninsula Pest Control, Inc				<b>Check Entry Number: 001</b>
			72774	1/13/2025	547.00	0.00	547.00
0000069726	1/24/2025	PET025	Petrick Lock & Safe				<b>Check Entry Number: 001</b>
			22456	1/15/2025	680.51	0.00	680.51
0000069727	1/24/2025	PIN010	Pinnacle Investigations Corp				<b>Check Entry Number: 001</b>
			97292	1/19/2025	41.50	0.00	41.50

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
0000069728	1/24/2025	POW070	Powerplan - OIB 15842039	1/16/2025	234.13	0.00	234.13
							Check Entry Number: 001
0000069729	1/24/2025	PUD001	Pud District #1 1/10/25 STMNT	1/10/2025	49.61	0.00	49.61
							Check Entry Number: 001
			1/10/25 STMNTS	1/10/2025	32,397.30	0.00	32,397.30
			1/17/25 STMNT	1/17/2025	49.61	0.00	49.61
<b>Check 0000069729 Total:</b>					<b>32,496.52</b>	<b>0.00</b>	<b>32,496.52</b>
0000069730	1/24/2025	REI002	Reid Middleton Co 2501115	1/17/2025	89.00	0.00	89.00
							Check Entry Number: 001
			2501121	1/17/2025	3,572.50	0.00	3,572.50
			2501132	1/23/2025	3,379.57	0.00	3,379.57
<b>Check 0000069730 Total:</b>					<b>7,041.07</b>	<b>0.00</b>	<b>7,041.07</b>
0000069731	1/24/2025	RSI050	RSINet 8420	1/16/2025	180.00	0.00	180.00
							Check Entry Number: 001
0000069732	1/24/2025	SAF001	Safeway, Inc. 1/21/25 STATEMENT	1/21/2025	2,190.58	0.00	2,190.58
							Check Entry Number: 001
0000069733	1/24/2025	SET015	Seton Construction 2403-01	12/16/2024	24,571.38	0.00	24,571.38
							Check Entry Number: 001
			2403-02	12/16/2024	24,571.38	0.00	24,571.38
			2403-03	12/16/2024	3,297.63	0.00	3,297.63
<b>Check 0000069733 Total:</b>					<b>52,440.39</b>	<b>0.00</b>	<b>52,440.39</b>
0000069734	1/24/2025	SHO010	Shold Excavating Inc 85235	1/20/2025	613.36	0.00	613.36
							Check Entry Number: 001
0000069735	1/24/2025	SOU055	Sound Publishing, Inc 8156678	12/31/2024	106.00	0.00	106.00
							Check Entry Number: 001
<b>Report Total:</b>					<b>214,369.74</b>	<b>0.00</b>	<b>214,369.74</b>

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Signed and Authenticated on this 12th day of February, 2025.

For: **Accounts Payable**

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

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

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

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

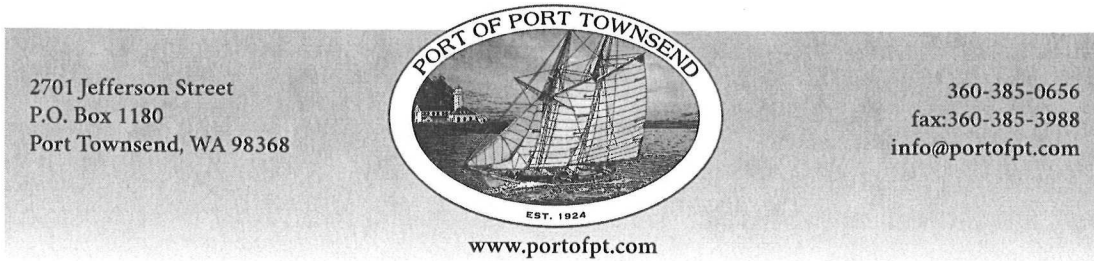
Port of Port Townsend (PTA)

Bank Code: W - WARRANTS PAYABLE							
Check Number	Check Date	Vendor	Invoice Number	Invoice Date	Invoice Amount	Discount Applied	Payment Amount
0000069736	1/29/2025	ARX001	Arxcis, Inc				<b>Check Entry Number: 001</b>
			1004351.2	11/20/2024	9,006.80	0.00	9,006.80
0000069737	1/29/2025	DRY020	Dry Box				<b>Check Entry Number: 001</b>
			1524671	1/13/2025	25,662.00	0.00	25,662.00
			1524672	1/13/2025	4,200.35	0.00	4,200.35
<b>Check 0000069737 Total:</b>					<b>29,862.35</b>	<b>0.00</b>	<b>29,862.35</b>
0000069738	1/29/2025	EDE005	Edensaw Woods, LTD				<b>Check Entry Number: 001</b>
			0000676270-001	1/24/2025	1,698.43	0.00	1,698.43
0000069739	1/29/2025	EVE010	Brian Eversole				<b>Check Entry Number: 001</b>
			2025 UNIFORM EXPENSE	1/29/2025	300.00	0.00	300.00
0000069740	1/29/2025	FIS020	Fish N Hole				<b>Check Entry Number: 001</b>
			5384278	1/25/2025	43.56	0.00	43.56
0000069741	1/29/2025	GOO002	Good Man Sanitation				<b>Check Entry Number: 001</b>
			1/27/25 STATEMENTS	1/27/2025	2,781.32	0.00	2,781.32
0000069742	1/29/2025	HEN007	Henery Hardware & Building Supply				<b>Check Entry Number: 001</b>
			1/25/25 STATEMENT	1/25/2025	859.91	0.00	859.91
0000069743	1/29/2025	HOG040	John Hogan				<b>Check Entry Number: 001</b>
			SHORT FARM VAULTS	1/29/2025	800.00	0.00	800.00
			ST PETER	1/29/2025	40,000.00	0.00	40,000.00
<b>Check 0000069743 Total:</b>					<b>40,800.00</b>	<b>0.00</b>	<b>40,800.00</b>
0000069744	1/29/2025	LAN070	Roman Langston				<b>Check Entry Number: 001</b>
			2025 UNIFORM EXPENSE	1/29/2025	435.00	0.00	435.00
0000069745	1/29/2025	NAV080	Navy Yacht Club Everett				<b>Check Entry Number: 001</b>
			1/21/25 REFUND	1/21/2025	160.00	0.00	160.00
			REFUND 1/21/25	1/21/2025	500.00	0.00	500.00
<b>Check 0000069745 Total:</b>					<b>660.00</b>	<b>0.00</b>	<b>660.00</b>
0000069746	1/29/2025	OLY006	Olympic Crane LLC				<b>Check Entry Number: 001</b>
			2727	1/21/2025	450.00	0.00	450.00
0000069747	1/29/2025	OLY060	Olympic Region Municipal Clerks Assoc				<b>Check Entry Number: 001</b>
			2025 DUES J SANDERS	1/29/2025	50.00	0.00	50.00
0000069748	1/29/2025	PAC005	PESCO				<b>Check Entry Number: 001</b>
			24757	1/14/2025	1,096.35	0.00	1,096.35
0000069749	1/29/2025	PAP020	Pape Material Handling				<b>Check Entry Number: 001</b>
			8975011	1/14/2025	45.95	0.00	45.95
0000069750	1/29/2025	POW070	Powerplan - OIB				<b>Check Entry Number: 001</b>
			15855128	1/23/2025	310.70	0.00	310.70
0000069751	1/29/2025	PRE010	Precision Approach Engineering				<b>Check Entry Number: 001</b>
			6670	12/31/2025	1,817.77	0.00	1,817.77
0000069752	1/29/2025	SAN035	Joanna Sanders				<b>Check Entry Number: 001</b>
			11/2024 EXPENSE	1/22/2025	346.59	0.00	346.59
0000069753	1/29/2025	SHA035	Hannah Shafer				<b>Check Entry Number: 001</b>
			REFUND 1/16/25	1/16/2025	321.16	0.00	321.16
0000069754	1/29/2025	SHO010	Shold Excavating Inc				<b>Check Entry Number: 001</b>
			85340	1/28/2025	88.04	0.00	88.04
0000069755	1/29/2025	VER001	Verizon Wireless, Bellevue				<b>Check Entry Number: 001</b>
			6103680967	1/15/2025	603.16	0.00	603.16
0000069756	1/29/2025	WES006	Westbay Auto Parts, Inc.				<b>Check Entry Number: 001</b>
			1/25/25 STATEMENT	1/25/2025	1,681.44	0.00	1,681.44
0000069757	1/29/2025	WES060	West Marine Pro				<b>Check Entry Number: 001</b>
			008667	1/23/2025	218.78	0.00	218.78

**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
			008759	1/28/2025	13.11	0.00	13.11
<b>Check 0000069757 Total:</b>					231.89	0.00	231.89
<b>Report Total:</b>					93,490.42	0.00	93,490.42



**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 069758 through No. 069759 and Warrant No. 069763 through No. 069765 generated on February 3, 2025 in the amount of \$37,912.00 and Electronic Payment in the amount of \$247,684.68, for a total amount of \$285,596.68 is ratified.

**Signed and Authenticated** on this 12th day of February, 2025.

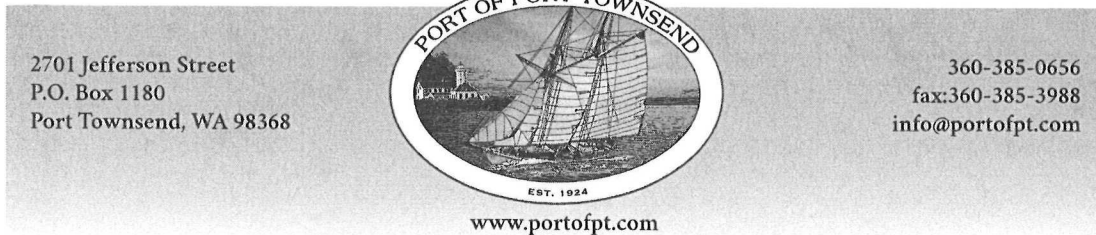
**For: Payroll and Benefits**

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

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

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

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



2701 Jefferson Street  
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Port Townsend, WA 98368

360-385-0656  
fax:360-385-3988  
info@portoft.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 material has been furnished, the labor performed and the services provided, as described herein, and that these claims are a just and unpaid obligation of the Port of Port Townsend, and that these claims, in Warrant Nos. 069760 - 069762 in the amount of \$32,680.81 is declared void on this on this 12th day of February, 2025.

For: **Accounts Payable**

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

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

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

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

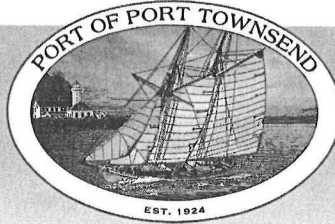
Port of Port Townsend (PTA)

Bank: W WARRANTS PAYABLE

Check Number/ Invoice Number	Check Date Invoice Date	Vendor Number	Invoice Amount	Discount	Distribution Amount	Check Amount
0000069760 Check Comment: Wrong Date on Check CK000006976001	REV 1/31/2025	HRA030	HRA VEBA Trust			2,557.92-
	1/31/2025		2,557.92-	0.00		
	G/L Account: 781-2400-29		EMPLOYEE BENEFITS: ACCTG		904.41-	
	G/L Account: 721-2400-02		EMPLOYEE BENEFITS: MOOR		953.51-	
	G/L Account: 213-6300-00		EMPLOYEE DEDUCTION - HRA/VEBA		700.00-	
	<b>Check 0000069760 Total:</b>		<b>2,557.92-</b>	<b>0.00</b>	<b>2,557.92-</b>	<b>2,557.92-</b>
0000069761 Check Comment: Wrong Date on Check CK000006976101	REV 1/31/2025	TEA001	Teamsters Local 589			1,800.00-
	1/31/2025		1,800.00-	0.00		
	G/L Account: 213-5900-00		UNION DUES PAYABLE		1,800.00-	
0000069762 Check Comment: Wrong Date on Check CK000006976201	REV 1/31/2025	WA0801	State of Washington			28,322.89-
	1/31/2025		28,322.89-	0.00		
	G/L Account: 213-6200-00		EMPLOYEE DEDUCTION - INSURANCE		25.00-	
	G/L Account: 213-6200-00		EMPLOYEE DEDUCTION - INSURANCE		381.50-	
	G/L Account: 781-2400-30		EE BENEFITS - HCA / DRS		27,916.39-	
	<b>Check 0000069762 Total:</b>		<b>28,322.89-</b>	<b>0.00</b>	<b>28,322.89-</b>	<b>28,322.89-</b>
	<b>Bank W Total:</b>		<b>32,680.81-</b>	<b>0.00</b>	<b>32,680.81-</b>	<b>32,680.81-</b>
	<b>Report Total:</b>		<b>32,680.81-</b>	<b>0.00</b>	<b>32,680.81-</b>	<b>32,680.81-</b>



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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 Warrant No 069766 - 069802 generated on February 6th, 2025 in the amount of \$68,321.71 is ratified.

Signed and Authenticated on this 12th day of February, 2025.

For: **Accounts Payable**

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

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

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

\_\_\_\_\_  
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
0000069766	2/6/2025	48N010	48 North				<b>Check Entry Number: 001</b>
			106887	2/6/2025	1,975.00	0.00	1,975.00
0000069767	2/6/2025	A1C050	Tipco Technologies				<b>Check Entry Number: 001</b>
			K83969-001	1/30/2025	15.79	0.00	15.79
0000069768	2/6/2025	ALD050	Alden Associates				<b>Check Entry Number: 001</b>
			A520337-IN	1/31/2025	913.49	0.00	913.49
0000069769	2/6/2025	ARR010	Arrow Lumber Port Townsend				<b>Check Entry Number: 001</b>
			1/28/2025	1/28/2025	10,731.01	0.00	10,731.01
0000069770	2/6/2025	BER010	William Berninger				<b>Check Entry Number: 001</b>
			1/2025 EXP	1/31/2025	56.56	0.00	56.56
0000069771	2/6/2025	BER045	Eron Berg				<b>Check Entry Number: 001</b>
			1/2025 EXP	1/31/2025	747.56	0.00	747.56
0000069772	2/6/2025	CAR001	Carl's Building Supply				<b>Check Entry Number: 001</b>
			2/1/25 STATEMENT	2/1/2025	9,489.85	0.00	9,489.85
0000069773	2/6/2025	CED005	CED				<b>Check Entry Number: 001</b>
			5948-1065212	1/29/2025	4,370.33	0.00	4,370.33
			5948-1065400	1/29/2025	52.10	0.00	52.10
			<b>Check 0000069773 Total:</b>		4,422.43	0.00	4,422.43
0000069774	2/6/2025	COO050	Cooper Fuel				<b>Check Entry Number: 001</b>
			1/31/25 STATEMENT	1/31/2025	4,441.63	0.00	4,441.63
0000069775	2/6/2025	DIR070	DirecTV				<b>Check Entry Number: 001</b>
			075436554X250128	1/28/2025	432.50	0.00	432.50
0000069776	2/6/2025	FIS070	Fisheries Supply				<b>Check Entry Number: 001</b>
			7114912	1/30/2025	154.58	0.00	154.58
0000069777	2/6/2025	GRE015	Greentree Communications Co				<b>Check Entry Number: 001</b>
			10665	2/1/2025	393.84	0.00	393.84
0000069778	2/6/2025	GUA080	Guardian Security Systems, Inc.				<b>Check Entry Number: 001</b>
			1579434	2/1/2025	192.13	0.00	192.13
			1579435	2/1/2025	119.14	0.00	119.14
			1579436	2/1/2025	278.98	0.00	278.98
			1579437	2/1/2025	1,077.60	0.00	1,077.60
			1579438	2/1/2025	204.80	0.00	204.80
			<b>Check 0000069778 Total:</b>		1,872.65	0.00	1,872.65
0000069779	2/6/2025	HAS020	Carol Hasse				<b>Check Entry Number: 001</b>
			1/2025 EXP	1/31/2025	60.62	0.00	60.62
0000069780	2/6/2025	HEN002	Henery Hardware				<b>Check Entry Number: 001</b>
			787206	12/27/2025	24.06	0.00	24.06
			787219	12/27/2024	28.43	0.00	28.43
			787221	12/27/2024	23.56	0.00	23.56
			787225	12/27/2024	30.62	0.00	30.62
			787228	12/27/2025	22.07	0.00	22.07
			787271	12/30/2024	30.61	0.00	30.61
			787313	12/30/2024	39.80	0.00	39.80
			787361	12/31/2024	110.99	0.00	110.99
			787393	1/2/2025	30.39	0.00	30.39
			787402	1/2/2025	34.96	0.00	34.96
			787409	1/2/2025	62.34	0.00	62.34
			787423	2/6/2025	23.60	0.00	23.60
			787464	1/3/2025	113.71	0.00	113.71
			787465	1/3/2025	7.60	0.00	7.60

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
			787468	1/3/2025	65.17	0.00	65.17
			787471	1/3/2025	8.30	0.00	8.30
			787472	1/3/2025	119.22	0.00	119.22
			787632	1/7/2025	15.95	0.00	15.95
			787667	1/7/2025	100.57	0.00	100.57
			787691	1/8/2025	4.29	0.00	4.29
			787738	1/8/2025	13.75	0.00	13.75
			787757	1/9/2025	56.88	0.00	56.88
			787759	1/9/2025	44.83	0.00	44.83
			787760	1/9/2025	100.18	0.00	100.18
			787787	1/9/2025	10.17	0.00	10.17
			787824	1/10/2025	36.00	0.00	36.00
			787925	1/13/2025	33.89	0.00	33.89
			787978	1/14/2025	87.50	0.00	87.50
			788018	1/14/2025	210.00	0.00	210.00
			788097	1/16/2025	7.65	0.00	7.65
			788149	1/16/2025	44.81	0.00	44.81
			788150	1/16/2025	280.02	0.00	280.02
			788159	1/17/2025	19.76	0.00	19.76
			788172	1/17/2025	60.54	0.00	60.54
			788183	1/17/2025	12.02	0.00	12.02
			788324	1/21/2025	41.05	0.00	41.05
			788409	1/22/2025	322.82	0.00	322.82
			788454	1/23/2025	24.06	0.00	24.06
			788514	1/24/2025	153.03	0.00	153.03
			788533	1/24/2025	38.47	0.00	38.47
			788556	1/24/2025	71.10	0.00	71.10
			788560	1/24/2025	180.35	0.00	180.35
<b>Check 000069780 Total:</b>					2,745.12	0.00	2,745.12
000069781	2/6/2025	HEN006	Quilcene Henery's Hardware				<b>Check Entry Number: 001</b>
			1/25/25 STATEMENT	1/25/2025	63.86	0.00	63.86
000069782	2/6/2025	HIG020	Highway Specialties LLC				<b>Check Entry Number: 001</b>
			0016296-IN	1/29/2025	163.65	0.00	163.65
000069783	2/6/2025	INS070	Insight Strategic Partners LLC				<b>Check Entry Number: 001</b>
			5983	1/31/2025	6,250.00	0.00	6,250.00
000069784	2/6/2025	JOH020	Christopher Johnson				<b>Check Entry Number: 001</b>
			REFUND 1/27/25	1/27/2025	109.55	0.00	109.55
000069785	2/6/2025	MUR002	Murrey's Disposal Co. Inc.				<b>Check Entry Number: 001</b>
			2/1/25 STATEMENT	2/1/2025	10,846.07	0.00	10,846.07
000069786	2/6/2025	OES001	OESD 114				<b>Check Entry Number: 001</b>
			2002500766	1/31/2025	5,223.34	0.00	5,223.34
000069787	2/6/2025	OLY001	Olympic Equipment Rentals Inc				<b>Check Entry Number: 001</b>
			2501-037195	1/30/2025	261.84	0.00	261.84
			2502-037511	2/4/2025	77.46	0.00	77.46
<b>Check 000069787 Total:</b>					339.30	0.00	339.30
000069788	2/6/2025	PAC004	Pacific Office Equipment Co				<b>Check Entry Number: 001</b>
			2/1/25 STATEMENT	2/1/2025	808.40	0.00	808.40
000069789	2/6/2025	PAP020	Pape Material Handling				<b>Check Entry Number: 001</b>
			15863008	1/28/2025	458.74	0.00	458.74
			15866430	1/29/2025	43.76	0.00	43.76

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
			15866453	1/30/2025	376.17	0.00	376.17
<b>Check 000069789 Total:</b>					878.67	0.00	878.67
000069790	2/6/2025	PET065	Pam Petranek				<b>Check Entry Number: 001</b>
			1/2025 EXP	1/31/2025	54.60	0.00	54.60
000069791	2/6/2025	PIN010	Pinnacle Investigations Corp				<b>Check Entry Number: 001</b>
			97542	2/2/2025	85.00	0.00	85.00
000069792	2/6/2025	POR005	Port Townsend Leader				<b>Check Entry Number: 001</b>
			211522	1/30/2025	1,260.00	0.00	1,260.00
000069793	2/6/2025	POR065	Port of Port Townsend				<b>Check Entry Number: 001</b>
			REFUND SEA GRANT	1/23/2025	363.44	0.00	363.44
000069794	2/6/2025	POW070	Powerplan - OIB				<b>Check Entry Number: 001</b>
			15855165	1/28/2025	368.48	0.00	368.48
000069795	2/6/2025	PUD005	PUD #1 of Jefferson County				<b>Check Entry Number: 001</b>
			01/24/2025 INV	1/24/2025	550.00	0.00	550.00
			01/24/25 INVOICES	1/24/2025	532.36	0.00	532.36
<b>Check 000069795 Total:</b>					1,082.36	0.00	1,082.36
000069796	2/6/2025	QUI001	Quill Corporation				<b>Check Entry Number: 001</b>
			42523994	1/22/2025	355.53	0.00	355.53
000069797	2/6/2025	QUI010	Quimper Mercantile				<b>Check Entry Number: 001</b>
			354013	12/20/2024	98.45	0.00	98.45
000069798	2/6/2025	SEC010	Security Services				<b>Check Entry Number: 001</b>
			140814	2/1/2025	202.30	0.00	202.30
000069799	2/6/2025	SNE020	S-Net Communications				<b>Check Entry Number: 001</b>
			251038	2/1/2025	596.33	0.00	596.33
000069800	2/6/2025	VEN070	VenTek International				<b>Check Entry Number: 001</b>
			147848	2/1/2025	103.93	0.00	103.93
000069801	2/6/2025	WAS065	Washington Municipal Clerks Assn.				<b>Check Entry Number: 001</b>
			05937	1/29/2025	495.00	0.00	495.00
000069802	2/6/2025	WAV040	Wave Broadband				<b>Check Entry Number: 001</b>
			043328901-0011302	1/26/2025	120.82	0.00	120.82
<b>Report Total:</b>					68,321.71	0.00	68,321.71

# PORT OF PORT TOWNSEND

## AGENDA COVER SHEET

<b>MEETING DATE</b>	February 12, 2025
<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. C. Authorize the Port Executive Director to Award and Execute a Project Specific On-call Environmental Services Consultant Contract with Cowling & Company d/b/a Widener & Associates
<b>STAFF LEAD</b>	Matthew Klontz, P.E. Capital Projects Director
<b>REQUESTED</b>	<input type="checkbox"/> Information <input checked="" type="checkbox"/> Motion/Action <input type="checkbox"/> Discussion
<b>ATTACHMENTS</b>	Draft Professional Service Agreement with Cowling & Company

If adopted as part of the consent agenda, no further action is needed. Approval of this item on the Consent Agenda authorizes the Port Executive Director to Award and Execute a Project Specific On-call Environmental Services Consultant Contract with Cowling & Company d/b/a Widener & Associates.

Alternative action: Remove from consent for discussion. Move to Authorize the Port Executive Director to Award and Execute a Project Specific On-call Environmental Services Consultant Contract with Cowling & Company d/b/a Widener & Associates.

# PORT OF PORT TOWNSEND

## INFORMATIONAL MEMO

**DATE:** 2/5/2025  
**TO:** Commissioners  
**FROM:** Matt Klontz, P.E.  
**CC:** Eron Berg, Eric Toews, Connie Anderson  
**SUBJECT:** Authorization of Environmental Consultant Contract with Cowling & Company

---

### **ISSUE**

Should the Port Commission award and execute an on-call agreement with Cowling & Company, LLC, doing business as Widener & Associates, for professional services related to environmental consultation and permitting for a variety of Port of Port Townsend (Port) capital improvement and maintenance projects? Additionally, should the Commission delegate signing authority for execution of project specific task orders issued under the cover of the on-call agreement to the Port Executive Director?

### **BACKGROUND**

The Port administers the repair and replacement of its existing infrastructure as well as construction of new infrastructure through the delivery of the Port's 5-Year Capital Improvement Program (CIP). Environmental consultation with federal and state resource agencies and the associated permitting for CIP projects is a necessary component of project delivery. It must be noted, the environmental process is unusually complex in marine and nearshore environments typical of the Port's facilities. Additionally, the environmental process can drive the pre-construction schedule taking two, three, or more years to complete. In other words, design engineering generally is more straight forward compared to the environmental permitting necessary to deliver a project that may impact ecologically sensitive areas and habitat.

Since the Port, as most other small Ports, does not have the staff with specialize environmental expertise, it is necessary to establish a non-architect/engineer (non-A/E) professional services contract with a consultant for environmental services on an as-needed basis. Staff is recommending the Port accomplishes this by entering into an on-call professional services agreement with Widener & Associates. As project needs arise, task orders will be negotiated and issued to Widener in support of the delivery of the Port's CIP.

### **DISCUSSION**

A qualification-based selection process was used for non-A/E professional services since the services are in support of public works. Beginning in December of 2025 and concluding in February 2025, Port staff conducted a selection process using formal advertisement requesting the qualifications from interested firms be submitted. Six firms responded and a selection committee of five Port staff members independently evaluated and scored the statement of qualifications submitted.

The selection process concluded with Widener & Associates as the top ranked firm. The specific term of the agreement includes a three (3)-year contract term with the total not-to-exceed limit set at \$600,000. Project specific task orders will be negotiated and executed as the need arises during the term of the agreement.

**FISCAL IMPACT**

Annually, the Port's budget is updated to be consistent with the project list identified in the 5-year Capital Improvement Program. Potential new projects and cost changes to existing planned projects may have an impact on the current year budget. Such increases in project costs would be brought to the Commission for approval.

**ATTACHMENTS**

1. Attachment 1\_Draft PSA\_Cowling

**RECOMMENDATION**

Motion to Authorize the Port Executive Director to Award and Execute Project Specific On-call Environmental Services Consultant Contract with Cowling & Company d/b/a Widener & Associates.

**PORT OF PORT TOWNSEND  
STANDARD PROFESSION SERVICES AGREEMENT  
(NON-ARCHITECTURAL & ENGINEERING)**

This Standard Agreement for Professional Services not involving architectural, engineering or surveying work (the "Agreement") is made and entered into on \_\_\_\_\_, 2025, by the Port of Port Townsend, a Washington municipal corporation (the "Port"), and the consultant listed below (the "Consultant") for the scope of work outlined in this Agreement.

The Port:	Port of Port Townsend 2701 Jefferson Street P.O. Box 1180 Port Townsend, WA 98368
Port Contact:	Matt Klontz, Director of Capital Projects & Port Engineer Telephone: 360-385-0656 (main), ext. #112 Email: matt@portofpt.com
Consultant:	Cowling & Company LLC d/b/a Widener & Associates 1902 120 <sup>th</sup> Place SE Suite 202 Everett, WA 98208-6292 UBI #: 603-348-384
Consultant Contact:	Jordan Cowling Widener, President Telephone: 425-3322-3971 Email: jordancw@widener-enviro.com
Project:	On-Call Environmental Permitting Services

1. Scope of Work. Consultant shall provide the services as agreed upon with Port management and outlined in Exhibit "A" to this Agreement. **Exhibit "A"** outlines a general Scope of Services. All work by the Consultant under the general Scope of Services shall proceed under written Task Orders approved in advance by the Port.
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 \$600,000.
3. Term of the Agreement. This Agreement shall commence with its mutual execution by the parties, and terminate on the later of either the following dates:
  - (a) December 31, 2027; or
  - (b) Upon completion of the services required under any Task Orders issued under paragraph 1, above.
4. Incorporation of Exhibits and General Provisions. Services covered by this Agreement shall be performed in accordance with the General Provisions and any attachments or schedules. This Agreement supersedes all prior agreements and understandings and may only be changed by written amendment executed by both parties.



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

**PORT OF PORT TOWNSEND**

**COWLING & COMPANY, LLC  
d/b/a Widener & Associates**

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Eron Berg, Executive Director

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Jordan Cowling Widener, President

## GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

associated with such review.

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

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

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

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

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

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

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

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

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

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

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

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

The Port will inform Consultant of any such claim or demand that alleges liability based in whole or in part on any act or omission of Consultant, its directors, officers, agents, or employees. Thereafter the

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

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

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

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

**14. Plans, etc. Property of Port.** All original plans, drawings and specifications prepared by the Consultant and any and all sub-consultants for the Port and funded by the Port are and shall remain the property of the Port whether or not the Project for which they are made is executed. This shall not apply

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

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

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

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

Port of contamination conditions, if identified. Notwithstanding the foregoing, the Port does not herein waive any cause of action for damages resulting from the Port's reliance on any misrepresentation (made either knowingly or negligently) by the Consultant with regard to the presence of any contamination or pollution.

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

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

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

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

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

**23. No Third-Party Beneficiaries.** There are no third-

party beneficiaries to this Agreement.

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

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

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

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

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

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

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

provided herein.

**31. 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 are attached hereto as Exhibit “C”, and incorporated herein by way of this reference for work funded with federal grant funds.

**32. Additional Provisions for Federal Aviation Administration (FAA) Funded Work.** In addition to the foregoing General Provisions, for all Task Order work funded by grants administered by the Federal Aviation Administration (FAA), Consultant agrees that it will comply with the Contract Provisions set forth in Exhibit “D”, which is attached hereto and

incorporated herein by way of this reference. In the event of a conflict between the terms and conditions set forth in Exhibits “C” and “D”, the terms and conditions set forth in Exhibit “D” shall be controlling for any FAA-funded Task Order work.

**33. Entire Agreement.** This is the entire agreement between the parties. It may not be altered or modified except by a written amendment to this Agreement that references the intent of the parties to amend this Agreement. There is no other oral or written understanding between the parties concerning this matter. The Consultant specifically understands that no Port employees other than the designated Port representative or his/her supervisors are authorized to direct the work of the Consultant.

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

*Individual Task Orders will be assigned, as designated by the Port of Port Townsend, that define the Scope of Services.*





**EXHIBIT "B"**  
**FEE SCHEDULE**

Fees and expenses will be charged to the Port by the Consultant for the Scope of Services as set forth on the attached page.

**EXHIBIT "C"**  
**Federal Contracting Provisions**

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 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.

**EXHIBIT “D”**  
**Required Contract Provisions for Federal Aviation Administration**  
**Airport Improvement (AIP) Funded Projects**  
**Professional Services**

**C0. DEFINITIONS.**

1. The term “**Sponsor**” is used in this document to mean either an obligated Sponsor on a project that is not federally funded, or a Sponsor on an AIP funded project. A Sponsor is a “recipient” of federal assistance when receiving AIP or other FAA grant funds.
2. The term “**Owner**” of a public use airport is generally used in the solicitation or contract clauses because of its common use in public contracts. An Owner becomes an obligated Sponsor upon acceptance of the AIP grant assurances associated with current or prior AIP grant funded projects.
3. For purposes of determining requirements for contract provisions, the term “**contract**” includes professional services, and subcontracts and supplier contracts such as purchase orders.
4. The term “**contractor**” is understood to mean a contractor, subcontractor, or consultant; and means one who participates, through a contract or subcontract (at any tier).
5. The term “**applicant**” is understood to mean the following in different contexts:
  - a. For the Equal Employment Opportunity (EEO) clause, the term “applicant” means an applicant for *employment* (whether or not the phrase, for employment, follows the word applicant or applicants).
  - b. For all other clauses, the term “applicant” means a bidder, offeror, or proposer for a contract.

**C1. ACCESS TO RECORDS AND REPORTS.** The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Port, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

**C2. BREACH OF CONTRACT TERMS.** Any violation or breach of terms of this contract on the part of the Consultant or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The Port will provide Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Consultant until such time the Consultant corrects the breach or the Owner elects to terminate the contract. The Owner’s notice will identify a specific date by which the Consultant must correct the breach. The Port may proceed with termination of the contract if the Consultant fails to correct the breach by the deadline indicated in the Port’s notice. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

**C3. GENERAL CIVIL RIGHTS PROVISION.** In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Contractor and subconsultants from the bid solicitation period through the completion of the contract.

**C4. TITLE VI SOLICITATION NOTICE.** The Port of Port Townsend, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

**C5. TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES.** During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the “Consultant”) agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation— Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibit discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibit discrimination on the basis of race, color, national origin, and sex);Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];



- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

**C6. COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS.** During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

- A. Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- B. Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- C. Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- D. Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance:** In the event of a Contractor’s noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  1. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
  2. Cancelling, terminating, or suspending a contract, in whole or in part.
- F. Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

**C7. CLEAN AIR AND WATER POLLUTION CONTROL.** Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceed \$150,000.

**C8. CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT.** The successful Contractor, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must confirm each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The successful Contractor will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offeror/Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

**C9. ASSURANCE FOR CONTRACTORS COVERED BY DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM.**

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages; and/or
4. Disqualifying the Contractor from future bidding as non-responsible.

**C10. PROMPT PAYMENT.** The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from the Port of Port Townsend. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor’s work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Port of Port Townsend. This clause applies to both DBE and non-DBE subcontractors.

**C11. TERMINATION OF DBE SUBCONTRACTS.** The prime contractor must not terminate a DBE subcontractor (or an approved substitute DBE firm) without prior written consent of the Port. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent the Port. Unless the Port's consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

The Port may provide such written consent only if the Port agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.

Before transmitting to [Name of Recipient] its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to the Port, of its intent to request to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise The Port and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Port should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), the Port may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

**C12. TEXTING WHEN DRIVING.** In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

**C13. CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS.** The Contractor certifies by signing and submitting this agreement, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

**C14. EQUAL OPPORTUNITY CLAUSE.** 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, sexual orientation, gender identity, 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, sexual orientation, gender identify, 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 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, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The Contractor will send to each labor union or representative of workers with which it 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 this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The Contractor will furnish all information and reports required by Executive Order 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.
7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, 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 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The Contractor will include the provisions of paragraphs (1) through (8) 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 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.

#### **C15. STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS.**

1. As used in these specifications:
  - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
  - b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;

- c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
  - d. "Minority" includes:
    - i. Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
    - ii. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);
    - iii. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
    - iv. American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
  3. If the Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
  4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
  5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
  6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
  7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to

achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.

- i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
  - j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's work force.
  - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.
  - l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
  - m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
  - n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
  - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
  - p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

**C16. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE).** All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

**C17. TRADE RESTRICTION CERTIFICATION.** By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

1. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
2. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
3. has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.



This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Contractor must provide immediate written notice to the Owner if the Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

1. who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
2. whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
3. who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

**C18. CERTIFICATION REGARDING LOBBYING.** The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than 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 in connection with this Federal

contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**C19. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970.** All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

**C20. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** Contractor and Subconsultant agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

**C21. CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS.** The Contractor must complete the following two certification statements. The Contractor must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

#### Certifications

1. The applicant represents that it is ( ) is not ( ) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
2. The applicant represents that it is ( ) is not ( ) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

#### Note

If an applicant responds in the affirmative to either of the above representations, the Contractor is ineligible to receive an award unless the Sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the Owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

## Term Definitions

**Felony conviction:** Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

**Tax Delinquency:** A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

**C22. TERMINATION FOR CONVENIENCE.** The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

**C23. TERMINATION FOR CAUSE.** Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

- a) **Termination by Owner:** The Owner may terminate this Agreement for cause in whole or part, for the failure of the Consultant to:
1. Perform the services within the time specified in this contract or by Owner approved extension;
  2. Make adequate progress so as to endanger satisfactory performance of the Project; or
  3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

- b) **Termination by Consultant:** The Consultant may terminate this Agreement for cause in whole or in part, if the Owner:
1. Defaults on its obligations under this Agreement;
  2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
  3. Suspends the project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Consultant is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

**C24. VETERAN'S PREFERENCE.** In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

#### **C25. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT REQUIREMENTS**

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, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek 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 workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor 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 clause, in the sum of \$29 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 clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner 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 clause.

4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

# PORT OF PORT TOWNSEND

## AGENDA COVER SHEET

<b>MEETING DATE</b>	February 12, 2025
<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. Resolution 832-25 Authorizing the Executive Director of the Port of Port Townsend or Designee to file a Sub-Application for a Building Resilient Infrastructure and Communities Program (BRIC) Grant for the Sea Level Rise Project with the State of Washington Military Department, Emergency Management Division, for the Purpose of Obtaining and Administering Certain State and Federal Financial Assistance Under the Disaster Recovery Reform Act, Section 1234; Amended Section 203 Of The Robert T. Stafford Disaster Relief And Emergency Assistance Act (Stafford Act)
<b>STAFF LEAD</b>	Dave Nakagawara, Capital Projects Engineer
<b>REQUESTED</b>	<input type="checkbox"/> Information <input checked="" type="checkbox"/> Motion/Action <input type="checkbox"/> Discussion
<b>ATTACHMENTS</b>	Resolution 832-25 Informational Memo

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

Alternate action: Remove to regular business for discussion and move to approve Resolution 832-25 Authorizing the Executive Director of the Port of Port Townsend or Designee to file a Sub- Application for a Building Resilient Infrastructure and Communities Program (BRIC) Grant for the Sea Level Rise Project with the State of Washington Military Department, Emergency Management Division, for the Purpose of Obtaining and Administering Certain State and Federal Financial Assistance Under the Disaster Recovery Reform Act, Section 1234; Amended Section 203 Of The Robert T. Stafford Disaster Relief And Emergency Assistance Act (Stafford Act) .

# PORT OF PORT TOWNSEND

## INFORMATIONAL MEMO

**DATE:** 2/6/2025  
**TO:** Port Townsend Port Commission  
**FROM:** Dave Nakagawara, Capital Projects Engineer  
**SUBJECT:** Resolution Designating Agent for the 2024 BRIC Grant Round for the Sea Level Rise Project

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**ISSUE:** Should the Executive Director or designee be authorized to act as an agent on behalf of the Port to apply for a FEMA BRIC (Building Resilience in Communities) Grant, including the administration of grant funds and agreements associated with said Grant, through the State of Washington Military Department, Emergency Management Division (EMD)?

**BACKGROUND:**

The Sea Level Rise Project is the project initiated by the Port to provide coastal flooding protection to the Boathaven Boatyard and Marina and the City of Port Townsend's low-lying Flats District, along a mile-and-a-half section of coastline ranging from the bluff adjacent to the Larry Scott trailhead to the bluff adjacent to the Washington State Ferry Terminal on Water Street.

In November of 2023, Commission approved Resolution 805-23, authorizing the Executive Director or his designee to act as the Port's agent in the application, execution and meeting of commitments required by the 2023 round of the FEMA BRIC Grant program. EMD, who acts as the applicant for the BRIC program, with the Port as a subapplicant, decided not to forward the Sea Level Rise project proposal to FEMA for the 2023 round, due to the lack of a current approved City-County Hazard Mitigation Plan and a less than favorable initial benefit to cost ratio. Since that time, the 2024 City-County All-Hazards Mitigation plan has been submitted to EMD and FEMA and is likely to be approved soon. Further work has been completed by the Port's design team, lead by KPFF of Seattle, to assess damage and disruption costs associated with coastal flooding in a detailed and comprehensive manner, including cost estimates.

**DISCUSSION:** The Port applied once more through EMD's preapplication process for the project on September 26, 2024. The project preapplication was accepted shortly thereafter, with an invitation to make a full application to EMD for the 2024 BRIC round using the FEMA grants portal, with a deadline of February 7, 2025. EMD reviews these subapplications and makes a decision on whether or not to submit formally to FEMA as an application with a deadline of April 18, 2025.

The Port met the submission deadline to EMD of February 7, 2025. The process involves review of the subapplication by EMD, including analysis of the Benefit to Cost Analysis (BCA), design and budget, followed by Requests for Information and submission of additional information and clarification, to the ultimate decision by EMD on whether to submit formally to FEMA (or not).

**FISCAL IMPACT:** FEMA BRIC funding is offered in a national competition, with the 2024 round offering a total of \$450 Million available for distribution. Total funding for BRIC this year is at \$750 Million, the remaining \$300 Million being set aside for other activities not pertinent to the Port's Project. The maximum grant amount awarded through the national competition is \$50 Million, requiring a 25%

match from the applicant (State of Washington EMD) and subapplicant (Port). Based on initial design and cost estimates, yet being finalized, it is anticipated that the project will require at or near the maximum amount allowed for a single project.

BRIC Grant Award:	\$50 Million (maximum)
EMD Match:	\$12.5 Million (maximum)
Port Match (+partners TBD)	\$12.5 Million (maximum)

**RECOMMENDATION:** Authorize the Executive Director or designee to act as an agent on behalf of the Port to make application, administer, and communicate with EMD in all matters relating to the 2024 BRIC Grant round and the Port of Port Townsend Sea Level Rise Project.

**MOTION:** None required. Approval of this item on the Consent Agenda authorizes the Executive Director or designee to act as the Port’s agent with EMD and FEMA in the application to and administration of the FEMA BRIC grant process.



**RESOLUTION NO. 832-25**

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

**AUTHORIZING THE EXECUTIVE DIRECTOR OF THE PORT OF PORT TOWNSEND OR DESIGNEE TO FILE A SUB-APPLICATION FOR A BUILDING RESILIENT INFRASTRUCTURE AND COMMUNITIES PROGRAM (BRIC) GRANT FOR THE SEA LEVEL RISE PROJECT WITH THE STATE OF WASHINGTON MILITARY DEPARTMENT, EMERGENCY MANAGEMENT DIVISION, FOR THE PURPOSE OF OBTAINING AND ADMINISTERING CERTAIN STATE AND FEDERAL FINANCIAL ASSISTANCE UNDER THE DISASTER RECOVERY REFORM ACT, SECTION 1234; AMENDED SECTION 203 OF THE ROBERT T. STAFFORD DISASTER RELIEF AND EMERGENCY ASSISTANCE ACT (STAFFORD ACT)**

**WHEREAS**, The Port of Port Townsend in partnership with the City of Port Townsend filed a pre-application for a Building Resiliency in Communities (BRIC) grant on September 26, 2024 for the Sea Level Rise Project with the Washington State Military Department, Emergency Management Division (EMD); and

**WHEREAS**, upon invitation by the Washington State Military Department, Emergency Management Division, the Port of Port Townsend submitted a preliminary grant sub-application formally through the Federal Emergency Management Agency (FEMA) online grants portal (FEMA GO), on February 7, 2025; and

**WHEREAS**, the 2024 BRIC application imposes certain obligations and conditions upon the sub-applicant Port, and requires the Port to submit supporting information including preliminary designs, cost estimates, match commitment letters and letters of support to be supplied and performed in a timely and responsive manner; and

**WHEREAS**, the Washington State Military Department, Emergency Management Division requires a resolution from the governing body of the submitting party designating the applicant agent for the grant application and if awarded, grant administration and payment processing; and

**WHEREAS**, the Port has complied with all requirements of the BRIC pre-application process, the Commission has met in open session and considered filing an application for the Sea Level Rise Project with the Washington State Military Department, EMD, and has concluded that it is in the public interest to advance and complete the project described in the application;

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

1. Port Executive Director, Eron Berg, or his designee is hereby authorized to execute for and on behalf of the Port of Port Townsend, a local government entity, under the laws of the State of Washington, this application for a Building Resilient Infrastructure and Communities Program (BRIC) grant for the Sea Level Rise Project, grant agreement, and payment requests to be filed with the State of Washington Military Department, Emergency Management Division, for the purpose of obtaining and administering certain state and federal financial assistance under the Disaster Recovery Reform Act, Section 1234; amended

Section 203 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act).

2. The Port of Port Townsend hereby authorizes its agent to provide to the Washington Military Department, Emergency Management Division assurances and agreements required for all matters concerning such state non-disaster mitigation.

**ADOPTED this 12th day of February 2025 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:**

\_\_\_\_\_  
Peter W. Hanke, Secretary

\_\_\_\_\_  
Carol L. Haase, President

\_\_\_\_\_  
Pamela A. Petranek, Vice President

APPROVED AS TO FORM:

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

# PORT OF PORT TOWNSEND

## AGENDA COVER SHEET

<b>MEETING DATE</b>	February 12, 2025
<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 Annual IDD Levy Financial Report
<b>STAFF LEAD</b>	Connie Anderson, Director of Finance & Administration
<b>REQUESTED</b>	<input checked="" type="checkbox"/> Information <input type="checkbox"/> Motion/Action <input type="checkbox"/> Discussion
<b>ATTACHMENTS</b>	<ol style="list-style-type: none"> <li>1. December 2024 Informational Memo, 2024 Annual IDD Levy Financial Report</li> <li>2. IDD Tax Levy Activity, 2020-2024</li> <li>3. IDD Projects 2020-2024 Status</li> </ol>

**DATE:** 2/12/2025  
**TO:** Port Commission  
**FROM:** Connie Anderson, Director of Finance & Administration  
**SUBJECT:** 2024 Annual IDD Levy Financial Report

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### **ISSUE**

Provide a report to the Commission on IDD projects, receipts and IDD tax levy and approve IDD fund reimbursement for Port projects.

### **BACKGROUND/DISCUSSION**

Per RCW 53.25, port districts are authorized to adopt an Industrial Development District (IDD) levy for the redevelopment of lands in an IDD designated area. The IDD Levy was adopted by the Commission via resolution 698-19 after a vote of the people approved it in the November 2019 election and includes most areas of Jefferson County's three districts.

The purpose of this report is to keep the Commission apprised of the Industrial Development District (IDD) receipts and authorized capital expenditure activity during the term of the levy. Attached is a copy of the IDD Tax Levy Activity from 2020-2024. It includes the annually budgeted tax levy receipts and capital project expenses as well as the actual year-to-date tax receipts and capital project expenses since the inception of the levy. In addition, we have included the running total of the estimated remaining levy amount that may be taxed, the annual millage rate, and the reserve fund balance as of the 2024 year-to-date reconciliations of authorized IDD funded capital work that was transferred to the general fund.

Capital projects, as well as capital improvements to Port property are a priority for the Port. For this purpose, the Port has made significant investments in the resources needed to accomplish these goals. The IDD project results for the first four years are significant! A copy of the IDD projects completed, in progress, and not yet started is attached. This report was completed in early December 2024 in preparation of the February 2024 Port Report and may have some discrepancies to the final 2024 reimbursement request.

Since the voters of Jefferson approved the IDD levy in November 2019, the Port Commission has annually approved the capital budget to include the use of IDD funds to pay for much needed projects. Also, additional IDD funding is often approved through the course of Port Commission business throughout the year. Whenever possible, IDD funds are used to supplement grant funding, and state and federal appropriations are obtained.

**IDD Tax Levy Reimbursement Request**  
as of end of Quarter 4, 2024

Revenues	2024	
	annual budget	ytd actual
<b>Total IDD Revenue</b>	<b>2,634,289</b>	<b>3,013,979</b>
<b>CAPITAL EXPENDITURES</b>		
<b>Jefferson County Int'l Airport</b>		
JCIA Airport Terminal	140,000	7,700
<b>Boat Haven</b>		
Sperry Bldgs. Capital Maintenance	50,000	156
Reconstruct Old Coast Guard Bldg. (Moorage/Yard office)		48,280
Yard Shack Remodel		22,322
BH Main Breakwater Project	300,000	183,377
North(west) Yard Expansion (25-feet) <sup>(f)</sup>	550,000	127,054
BH Stormwater Treatment Compliance Upgrade <sup>(f)</sup>		(170,027)
BH Bldg./Facility preservation - BH Enviro/BR Roof/Painting		3,309
<b>Point Hudson</b>		
PH Replacement of North & South Jetties	600,000	1,126,449
PH Bldg. Preservation (Cupola Bldg. Remodel) <sup>(g)</sup>	450,000	322,391
PH Bldg. Preservation (Pavilion. Remodel)		244,645
PH Linear Dock		147,755
<b>Quilcene</b>		
Quilcene Dredging Design / Herb Beck Marina Maint. Dredge <sup>(c)</sup>	40,000	37,169
<b>Other Projects</b>		
Waterwalk / Sealevel Rise project <sup>(e)</sup>	220,000	259,399
<b>Total IDD Capital Expenses</b>	<b>2,770,685</b>	<b>2,359,979</b>

**FISCAL IMPACT**

IDD-funded capital expenses are paid from the Port's general fund, and the general fund is reimbursed from the IDD reserve after the reconciliations are prepared and approved. The reconciliation for 2024 has been prepared to include 2024 IDD budgeted expenses as well as all 2024 expenses that are eligible for IDD reimbursement.

Approval of all eligible project expenses to be reimbursed is requested in the amount of \$2,359,979.

**ATTACHMENT**

1. IDD Tax Levy Activity, 2020-2024
2. IDD Projects 2020-2024 Status

**RECOMMENDATION**

Motion to approve the attached IDD reimbursement request in the amount of \$2,359,979 for port wide project work completed.

**IDD Tax Levy Activity**  
as of end of Quarter 4, 2024

*Details: This report provides the current quarter-to-date IDD capital expenses authorized to be funded by the IDD levy. It also includes the IDD levy receipts, quarter-to-date, and fund transfers made one month subsequent to quarter end, to reconcile capital work.*

Approved by voters November 5, 2019

First year of collection 2020

Base Year AV 2019

Annual maximum millage rate per \$1,000

total estimated IDD Levy (updated September 2024)

\$	5,988,145,402
\$	0.45
\$	16,930,463

Annual millage rate

Cumulative Receipts since start of levy <sup>(a)</sup>

Cumulative Budgeted since start of levy <sup>(a)</sup>

Estimated remaining balance to tax

	0.135	0.254	0.371	0.306	0.287
\$	868,941	2,543,225	5,375,711	8,582,985	11,596,964
\$	809,354	2,443,643	5,077,932	7,712,221	10,346,510
\$	16,121,109	14,486,820	11,852,531	9,218,242	6,583,953

Revenues	2020	2021	2022	2023	2024	
	actuals	actuals	actuals	actuals	annual budget	ytd actual
<b>Total IDD Revenue</b>	868,941	1,674,283	2,832,486	3,207,275	2,634,289	3,013,979
<b>CAPITAL EXPENDITURES</b>						
<b>Jefferson County Int'l Airport</b>						
JCIA Airport Terminal					140,000	7,700
JCIA Underground Fuel Tank Replacement					20,000	-
JCIA Eco-Industrial Park-Design/Engineering/Permitting					100,000	-
JCIA Runway Rehab - Port funded costs 2020-2022			299,467			
JCIA New Connector Taxiway - Port funded 2022-2023				115,965		
<b>Boat Haven</b>						
Boat Haven Linear Dock Electrical (55%)	22,899					
Boat Haven Linear Dock Electrical (55%) (Reach back only)	42,324					
Main Stormwater Pump Station Repairs		53,497				
Sperry Bldgs. Capital Maintenance		30,117	30,783	5,493	50,000	156
Work & Boat Yard Electrical Design/Construction	-					
Reconstruct Old Coast Guard Bldg. (Moorage/Yard office)		4,396	215,146	274,678		48,280
Yard Shack Remodel						22,322
BH Main Breakwater Project					300,000	183,377
North(west) Yard Expansion (25-feet) <sup>(f)</sup>			66,586	15,982	550,000	127,054
70/75 Ton & 300 Ton Yard Electrical Design						
70/75 Ton & 300 Ton Yard Electrical Infrastructure						
BH Stormwater Treatment Compliance Upgrade <sup>(f)</sup>			6,334	163,693		(170,027)
BH Linear Dock Replacement					104,939	-
BH Navigation Channel Marina Dredging						
BH Bldg./Facility preservation - BH Enviro/BR Roof/Painting				26,790		3,309
Nomura Bldg. Remodel		54,355				-
<b>Point Hudson</b>						
PH Replacement of North & South Jetties	194,646	191,369	66,543	972,169	600,000	1,126,449
PH Bldg. Preservation (Cupola Bldg. Remodel) <sup>(w)</sup>				54,341	450,000	322,391
PH Bldg. Preservation (Pavilion. Remodel)		200,845				244,645
PH Linear Dock						147,755
<b>Quilcene</b>						
Herb Beck Marina Boat Launch Replacement <sup>(g)</sup>			16,412	-		
Quilcene Dredging Design / Herb Beck Marina Maint. Dredge <sup>(g)</sup>			20,062	6,000	40,000	37,169
Quilcene Ramp Upgrade, Bathroom, Remodel, Parking Improvements					90,746	-
<b>Other Projects</b>						
Port-wide Piling Replacement <sup>(d)</sup>		8,622			75,000	
Mats Mats Bay Facilities & Boat Ramp Rehab					30,000	
Waterwalk / Sealevel Rise project <sup>(e)</sup>					220,000	259,399
Portwide Dock Renovations		29,187				
Portwide Dock Renovations-City Dock/Union Wharf Rehab				141,566		
Portwide Dock Renovations-D Dock Tranformer Retrofit				16,103		
<b>Total IDD Capital Expenses</b>	259,869	572,388	721,333	1,792,781	2,770,685	2,359,979
<b>Unused Current Year Remaining Levy To Date</b>	609,072	1,101,895	2,111,153	1,414,494	(136,396)	653,999
<b>Ending IDD Reserve Account Balance</b>	609,072	\$ 1,710,968	\$ 3,822,120	\$ 5,236,615		\$ 5,890,614

**IDD Tax Levy Activity Notes**  
**YTD 2024, page 2**

- Notes:**
- (a) The "Cumulative Receipts since start of levy", and the "Cumulative Budgeted since start of levy", will always vary since the total received includes other taxes as the result of the adopted levy, i.e. State Timber Tax, etc.
- (b) A budget for IDD Levy funding use was not developed in the original 2020 budget since the election results were not certified until after budget adoption. The voters did pass the IDD Levy referendum and on April 22, 2020, Port staff presented the Commission with a proposed budget for the 2020 IDD Levy capital expenditures. This was later revised several times during 2020.
- (b) "Other Taxes" include taxes that are paid as the result of having the IDD Levy apply to property taxes. These include DNR Timber Sales, Timber Leases, Timber Excise Tax, and Interest on DNR Leases. These will vary year to year and become part of the restricted IDD funds available for capital purposes.
- (c) At the June 23, 2021 Commission meeting, an updated CIP budget for 2021 was approved. The Point Hudson Jetty project expense was increased from \$226,700 to \$300,000 due to permitting costs. The Dock Renovation & Piling Replacement project was removed from the 2021 budget, though expenses had already been incurred. The Work & Boat Yard Electrical Design project was increased from \$30,000 to \$75,000 to include Construction.
- (b) This is a location specific placeholder in the budget for Point Hudson building preservation work, to included replacement of roofs, doors, windows, siding, and painting, etc. over the next 5 years. The Cupola building remodel is the first of these projects, and the only one for 2023. We don't anticipate the project reaching the amount budgeted for this year.
- (c) In the summer of 2021 the Port carried out the "Quilcene, we're listening" survey to determine what improvements the community wanted at the Herb Beck Marina location. Subsequently, the 2022 budget included two (2) placeholders for \$100k each, one for dredging the marina entrance and one for, as then a yet unidentified project. Work was performed by Mott MacDonald in 2022 to include condition assessment of the floats, launch ramp, piles, breakwater, and marina entrance, as well as grant application assistance. The boat launch project is moving forward sooner than anticipated (it was budgeted for 2024/2025) since RCO awarded a Boating Facilities grant for \$1.1m with a project start date of August 15, 2023. Funding for the dredge project is being sought.
- (d) In the 2020 budget, this was Port-wide Dock Renovation and Piling Replacement, this changed in 2023, and the Port-wide Dock Renovation is funded via Net Operating Income (NOI).
- (e) At the May 24, 2023 Commission meeting, the Commission motioned to support the Waterwalk and Sea Level Rise projects with up to \$250,000 in IDD funds as match to the \$50,000 ARPA funds granted to the Port by Jefferson County.
- (f) At the April 10, 2024 Commission meeting, the Commission motioned to revise BH Stormwater / Boatyard Expansion to include \$661,500 in Iddfunds and \$5,088,500 of grant funding.

## IDD Projects 2020 - 2024

Note: for incomplete projects, the numbers provided below are projections/estimates

Capital Expenditure	Location	Project Status	Total Cost	IDD Contribution	IDD %	Start	End
Boat Haven Linear Dock Electrical (55%)	Boat Haven	Complete	54,773	54,773	100%	2020	2020
Main Stormwater Pump Station Repairs	Boat Haven	Complete	53,741	53,497	100%	2021	2021
Reconstruct Old Coast Guard Bldg. (Moorage/Yard office)	Boat Haven	Complete	542,500	542,500	100%	2021	2024
Yard Shack Remodel	Boat Haven	Complete	22,322	22,322	100%	2024	2024
Nomura Bldg. Remodel	Boat Haven	Complete	54,355	54,355	100%	2021	2021
BH Bldg/Facility preservation - BH Enviro/BR Roof/Painting	Boat Haven	Complete	30,099	30,099	100%	2023	2024
Portwide Dock Renovations-D Dock Tranformer Retrofit	Boat Haven	Complete	54,046	54,046	100%	2023	2024
JCIA Runway Rehab - Port funded costs 2020-2022	JCIA	Complete	5,143,288	299,467	6%	2019	2023
JCIA New Connector Taxiway - Port funded 2022-2023	JCIA	Complete	988,333	115,965	12%	2022	2023
Portwide Dock Renovations	Other	Complete	87,201	87,201	100%	2021	2024
Portwide Dock Renovations-City Dock/Union Wharf Rehab	Other	Complete	141,586	141,566	100%	2023	2023
CUPOLA: Building & Facility Preservations & Energy Efficiency Improvement	Point Hudson	Complete	357,789	357,788	100%	2023	2024
PAVILION: Building & Facility Preservations & Energy Efficiency Improvement	Point Hudson	Complete	405,493	407,493	100%	2021	2024
PH Replacement of North & South Jetties	Point Hudson	Complete	13,038,474	2,746,382	21%	2020	2024
Main Breakwater Project	Boat Haven	In progress	3,300,000	1,333,000	40%	2024	2026
Sea Level Rise Project (through BRIC App only)	Boat Haven	In progress	320,000	270,000	84%	2023	2025
Sims Gateway & North Boatyard Expansion	Boat Haven	In progress	2,193,000	920,000	42%	2022	2026
Stormwater Improvement Project	Boat Haven	In progress	6,135,000	1,085,000	18%	2022	2025
West Boatyard Expansion	Boat Haven	In progress	5,175,000	50,000	1%	2024	2027
Sperry Buildings	Boat Haven	In progress	225,000	225,000	100%	2020	2027
Rural Light Industrial Park (24 acres) - Design & Road Access	JCIA	In progress	1,530,000	730,000	48%	2024	2026
City Dock Repair - Design only	Other	In progress	182,000	18,108	10%	2025	2025
CUPOLA ANNEX: Building & Facility Preservations & Energy Efficiency Improvement	Point Hudson	In progress	125,000	125,000	100%	2024	2025
Comprehensive Routine Maintenance & Repair Program	Port-Wide	In progress	250,000	250,000	100%	2024	2025
Herb Beck Campground	Quilcene	In progress	200,000	80,000	40%	2024	2025
Herb Beck Boat Launch & Facility Improvements	Quilcene	In progress	2,595,000	1,595,000	61%	2022	2026
Marina Dredging	Boat Haven	Not started	700,000	75,000	11%	2026	2027
Travelift Electrical Upgrades	Boat Haven	Not started	300,000	300,000	100%	2026	2028
Airport Wide Rehabilitation (Crack/Slurry Seal)	JCIA	Not started	555,555	55,555	10%	2025	2025
Fuel System Improvement	JCIA	Not started	772,000	77,200	10%	2024	2025
Pilot Center	JCIA	Not started	140,000	140,000	100%	2023	2026
Renovation of Port Owned Hangars	JCIA	Not started	48,889	2,445	5%	2027	2027
Rural Light Industrial Park (43.5 acres) - Design only	JCIA	Not started	110,000	10,000	9%	2024	2026
Mats Mats Bay Facility Maintenance	Mats Mats	Not started	30,000	30,000	100%	2026	2026
Utility Rehabilitation (Mains)	Point Hudson	Not started	500,000	500,000	100%	2026	2026
PROGRAM: Building & Facility Preservations & Energy Efficiency Improvement	Point Hudson	Not started	4,800,000	1,800,000	38%	2026	2029
DUPLEX: Building & Facility Preservations & Energy Efficiency Improvement	Point Hudson	Not started	730,000	730,000	100%	2025	2025
Roof Replacement & Weatherization	Point Hudson	Not started	2,040,000	890,000	44%	2025	2026
Herb Beck Marina Dredge, Dock, and Gangway Replacement	Quilcene	Not started	3,168,000	169,000	5%	2026	2027
			<b>TOTAL</b>	<b>57,098,444</b>	<b>16,427,763</b>	<b>29%</b>	

as of December 10, 2024



# PORT OF PORT TOWNSEND

## AGENDA COVER SHEET

<b>MEETING DATE</b>	February 12, 2025
<b>AGENDA ITEM</b>	<input type="checkbox"/> First Reading <input type="checkbox"/> Second Reading <input checked="" type="checkbox"/> Regular Business
<b>AGENDA TITLE</b>	VII. B. December 2024 YTD Financial Report
<b>STAFF LEAD</b>	Connie Anderson, Director of Finance & Administration
<b>REQUESTED</b>	<input type="checkbox"/> Motion <input type="checkbox"/> Action <input checked="" type="checkbox"/> Discussion
<b>ATTACHMENTS</b>	<ul style="list-style-type: none"> <li>A. December 2024 Consolidated Financial Report</li> <li>B. December 2024 Informational Memo, December Financial Report</li> <li>C. December 2024 YTD Capital Project Expense Report</li> <li>D. December 2024 Detailed Financial Report</li> </ul>

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

	YTD DEC 2023	YTD DEC 2024	Variance to prior year	YTD 2024 Budget	2024 Budget	% of Budget
<b>OPERATING REVENUES</b>						
Boat Haven Moorage	2,134,590	2,170,878	36,288	2,152,587	2,152,587	101%
<i>Work Yard Operations</i>	1,936,068	1,914,485	(21,583)	1,990,719	1,990,719	96%
<i>Ship Yard Operations</i>	836,562	812,359	(24,203)	951,922	951,922	85%
Boat Yard & Ship Yard Operations	2,772,630	2,726,844	(45,786)	2,942,641	2,942,641	93%
Boat Haven Properties	1,011,207	1,132,671	121,464	1,050,151	1,050,151	108%
Point Hudson Properties	511,132	586,604	75,473	534,590	534,590	110%
Pt. Hudson Marina & RV Park	1,054,431	1,257,371	202,940	1,180,683	1,180,683	106%
Quilcene Marina & Prop	186,274	178,088	(8,186)	188,558	188,558	94%
Launch Ramps	44,358	48,129	3,771	48,909	48,909	98%
Jeff Co Intl Airport	198,345	218,725	20,380	214,715	214,715	102%
Misc. Operational Revenue	-	4,833	4,833	-	-	
<b>Total Operating Revenues</b>	<b>7,912,967</b>	<b>8,324,143</b>	<b>411,177</b>	<b>8,312,834</b>	<b>8,312,834</b>	<b>100%</b>
<b>OPERATING EXPENDITURES</b>						
Salary and Benefits	4,075,452	4,626,916	551,464	4,298,860	4,298,860	108%
Contracted Services	610,842	522,845	(87,997)	519,818	519,818	101%
Facilities & Operations-Materials, Repair and Maintenance	694,405	676,778	(17,628)	696,100	696,100	97%
Utilities	664,656	645,335	(19,321)	662,851	662,851	97%
Legal, Audit & Insurance Services	573,563	629,896	56,333	610,539	610,539	103%
Marketing & Promotion	128,522	105,459	(23,063)	94,545	94,545	112%
Travel, Training, Recognition and Dues	70,121	71,631	1,510	90,305	90,305	79%
Economic Development	40,045	41,200	1,155	67,000	67,000	61%
Community Relations	15,649	49,137	33,488	53,000	53,000	93%
<b>Total Operating Expenditures</b>	<b>6,873,256</b>	<b>7,369,196</b>	<b>495,941</b>	<b>7,093,018</b>	<b>7,093,018</b>	<b>104%</b>
<b>Net Operating Income (Expense)</b>	<b>1,039,711</b>	<b>954,947</b>	<b>(84,764)</b>	<b>1,219,816</b>	<b>1,219,816</b>	<b>78%</b>
<b>Other Increases in Fund Resources</b>						
(Incr.)/Decr. In Accounts Receivable	37,781	(11,138)	(48,919)	-	-	
Deposits & Retainage Collected	39,392	106,868	67,476	80,254	80,254	133%
Taxes Collected	740,867	788,565	47,697	751,901	751,901	105%
Capital Contributions/Grants	8,675,803	6,435,942	(2,239,861)	2,687,054	2,687,054	240%
Debt Proceeds - Line of Credit	2,652,000	1,737,000	(915,000)	-	-	
Interest	530,953	604,573	73,620	297,952	297,952	203%
Property & other taxes	4,132,293	3,982,073	(150,220)	3,847,561	3,847,561	103%
Misc Other Incr. in Fund Resources	285,885	64,561	(221,324)	57,053	57,053	113%
<b>Total Other Incr. in Fund Resources</b>	<b>17,057,192</b>	<b>13,708,443</b>	<b>(3,337,611)</b>	<b>7,721,775</b>	<b>7,721,775</b>	<b>178%</b>
<b>Other Decr. In Fund Resources</b>						
Deposits & Retainage Paid	39,376	78,208	38,832	26,198	26,198	299%
Taxes Remitted	742,076	774,119	32,043	743,923	743,923	104%
Debt Principal & Interest	4,887,269	2,197,814	(2,689,455)	1,020,788	1,020,788	215%
Project Expenses	8,030,051	5,752,344	(2,277,707)	6,822,000	6,822,000	84%
Equipment, Vehicles & Land Purchases	1,789,321	2,613,504	824,183	245,000	245,000	
Debt Mgmt, Issuance & Misc Exp	180,542	2,426	(178,116)	14,950	14,950	16%
Election Expense	-	47,331	47,331	15,500	15,500	305%
<b>Total Other Decr. In Fund Resources</b>	<b>15,668,634</b>	<b>11,465,746</b>	<b>(5,027,072)</b>	<b>8,643,359</b>	<b>8,643,359</b>	<b>133%</b>
<b>Incr. (Decr.) in Other Fund Resources</b>	<b>1,388,557</b>	<b>2,242,697</b>	<b>1,689,461</b>	<b>(921,584)</b>	<b>(921,584)</b>	<b>-243%</b>
<b>Change in Cash - Increase/(Decrease)</b>	<b>2,428,268</b>	<b>3,197,644</b>	<b>1,604,697</b>	<b>298,232</b>	<b>298,232</b>	<b>1072%</b>

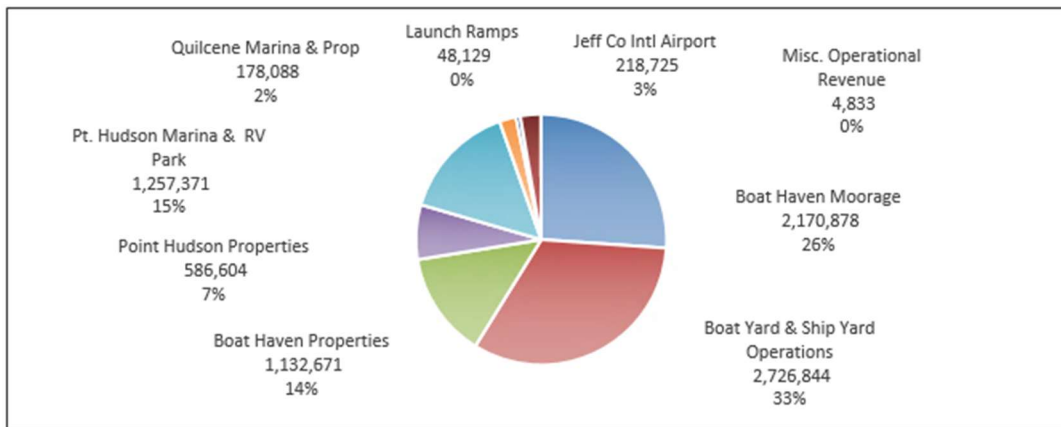
# PORT OF PORT TOWNSEND INFORMATIONAL MEMO

**DATE:** 2/12/2025  
**TO:** Commission, Executive Staff  
**FROM:** Connie Anderson, Director of Finance & Administration  
**SUBJECT:** Year End 2024, December 2024 Financial Report

Attached is the YTD December 2024 financial report on Port activities. The consolidated report shows the variance between the current period as compared to the prior year (December 2023) and the % of budget for 2024. December or 2024 year-end represents 100% of budget.

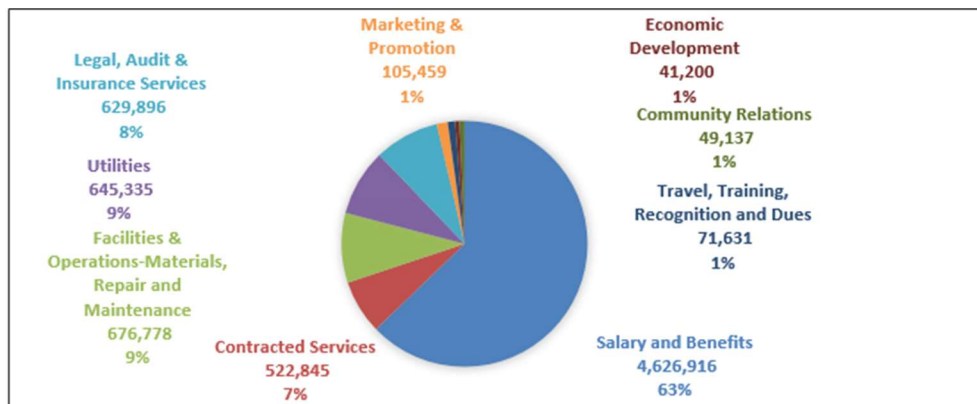
**Notes to the Financial Statements:**

**Revenues**



The year ended stronger than expected, with revenues coming in year over year higher than 2023 and 100% of the 2024 budget. Overall operating revenues have increased \$411,177 compared to December 2023 and totaled \$8,324,143.

**Expenses**



Overall, the YTD December 2024 expenditures are reported at 104% of the operating budget, higher than budgeted. The operating expenses have increased by \$495,941 compared to December 2023 and totaled \$7,369,196.

Salaries & benefits are the largest expense of Port Operations, representing 63% of the operational budget. The Port has made significant investments in staffing in the last few years. This includes new positions to support capital projects as well as incurring costs for one-time expenses related to training, cash outs and crossover time for key positions due to retirement and staff turnover. The 2024 one-time costs represent \$160k of the 2024 year-end salary and benefit budget. Other factors include increased insurance costs as well as increasing costs for supplies to support capital projects and deferred maintenance projects around the port.

### **Net Operating Income (NOI)**

Net operating income ended at 78% of the 2024 budget or \$954,947. The ending December 2024 NOI is 92% of December 2023 NOI. The final net operating income result was higher than originally anticipated as operational revenues remained strong through the end of the year, while operating expenses eased.

### **Other Increases and Decreases in Fund Resources**

Capital project work continues around the Port. Details are included in the 2024 YTD Capital Project Expense report. Overall, YTD December 2024 capital project and equipment expenses are \$8.3m or 70% 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 December 2024 are \$6.4m. The final reimbursement of \$1.25m was received in November from the US Dept of Commerce/EDA for the PH Breakwater project. In addition, the 1<sup>st</sup> and 2<sup>nd</sup> reimbursements, \$1.355m for the 300T Travelift were received in December. The 3<sup>rd</sup> installment of \$565k was received in January 2025.

Account receivables are reported at \$11k. This represents operational invoices generated but have not yet received less bad debt that has been written off for 2024 and prior periods.

Property tax receipts along with other governmental tax revenues have been received for \$1.1m regular operating tax levy and \$2.8m for the IDD tax levy. Interest revenues remain strong. As of December 31, the Port earned \$571k in interest income with an average interest rate of 4.602%. The interest rate remains high but continues to trend down as the Federal Reserve reduces the federal rate.

The overall change in cash position compared to 2023 has increased by \$3.1m. 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	8,390,244
Reserved Cash & Investments – Other, see detail below*		3,376,219	3,376,219
Unreserved Cash & Investments		644,440	2,665,197
Total Cash & Investments		11,273,156	14,431,660
<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 – December, earned is \$571,621. The average YTD interest rate earned was 4.602% 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 the 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	15,750
<b>Total Debt Service for the year</b>	<b><u>\$ 1,028,513</u></b>

**Remaining Debt for years 2024-2029**

2010 LTGO Bond – principal and interest	\$ 2,847,463	payoff December 2029
2015 LTGO Bond – principal and interest	1,097,550	payoff July 2025
<b>Total</b>	<b><u>\$ 3,945,013*</u></b>	

As an alternative to paying off currently obligated debt in accordance with the amortization schedules, staff propose the Port move more quickly to extinguish that debt. Port staff proposes to use 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**

Issue	Draw Date	Maturity Date	Interest Rate	Balance	Draw Amount	Redemption Principal	Redemption Interest	Ending Principal Balance	Notes
LOC 2021		Mar-27	1.55%						Line of Credit
1st draw	Nov-22			-	2,633,967	-	-	2,633,967	
2nd draw	Dec-22			2,633,967	1,189,677	-	-	3,823,644	
LOC payment	Mar-23			3,823,644	-	423,734	16,481	3,399,910	
Pay Down	Aug-23			3,399,910	-	3,399,910	26,057	-	
3rd draw	Oct-23			-	335,000	-	-	335,000	
4th draw	Nov-23			335,000	1,000,000			1,335,000	
5th draw	Dec-23			1,335,000	1,317,000			2,652,000	
6th draw	Jan-24			2,652,000	888,000			3,540,000	
7th draw	Feb-24			3,540,000	849,000			4,389,000	
LOC payment	Feb-24			4,389,000		506,705	13,071	3,882,295	
LOC payment	Sep-24			3,882,295		635,079	30,197	3,247,216	
LOC payment	Mar-25			3,247,216		635,079	30,197	2,612,137	estimated
LOC payment	Sep-25			2,612,137		600,000	20,000	2,012,137	estimated
LOC payment	Mar-26			2,012,137		575,000	15,000	1,437,137	estimated
LOC payment	Sep-26			1,437,137		575,000	13,000	862,137	estimated
LOC payment	Mar-27			862,137		575,000	13,000	287,137	estimated
LOC payment	Mar-27			287,137		287,137	5,000	0	estimated

*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	\$	-	\$ 82,436
Fuel System Improvement - <i>Design</i>	\$	200,000	\$ 1,350
Airport Master Plan Update	\$	222,000	\$ 4,817
Eco-Industrial Park - <i>Design/Engineering/Permitting</i>	\$	450,000	\$ 455,754
JCIA Stormwater management	\$	25,000	\$ 0
<b>Boat Haven</b>			
Main Breakwater Repairs - <i>Permitting &amp; Design</i>	\$	500,000	\$ 61,521
Stormwater Treatment Compliance Upgrade - <i>Permitting &amp; Design</i> <sup>(c)</sup>	\$	250,000	\$ 682,175
Northwest Yard Expansion (along Sims Way -- Boat Yard Construction)	\$	1,000,000	\$ 127,054
West Yard Expansion (near shipyard)	\$	500,000	\$ 102,928
BH Linear Dock Replacement - <i>Design</i>	\$	400,000	\$ 1,200
Boat Launch & Improvements			\$ 7,709
Bldg. Fac. Presrv - Enviro Roof/Ext. Paint-Bathrm Ext. Paint	\$	25,000	\$ 3,309
Moorage/Yard Office/Yard Shack			\$ 57,538
Sperry bldg. #5 TAKU	\$	50,000	\$ -
Sperry Bldg. #7 KEY CITY			\$ 57
FEMA - Pavement Repairs			\$ 2,250
FEMA - Bulkhead Repairs			\$ 6,375
<b>Point Hudson</b>			
Breakwater Replacement (North & South Jetty)	\$	1,600,000	\$ 2,831,751
Bldg/Facility Preservation (Cupola Bldg. Remodel)	\$	450,000	\$ 322,391
Bldg/Facility Preservation (Restroom Repair)	\$	-	\$ 6,373
Bldg/Facility Preservation (Pavilion AV upgrade)	\$	-	\$ 70,332
Bldg/Facility Preservation (Annex Building)	\$	-	\$ 78,575
Bldg/Facility Preservation (Duplex)	\$	-	\$ 4,526
Bldg/Facility Preservation (PH Weatherization Project)	\$	-	\$ 16,002
FEMA - PH Emergency Repairs	\$	-	\$ 5,482
<b>Short Farm Property</b>			
Short Farm - Projects			\$ 83,105
Short Farm House Remodel-SHORT			\$ 6,060
Short Farm - Planning			\$ 7,205
<b>Quilcene</b>			
Herb Beck Dredge	\$	80,000	\$ 30,841
Ramp Upgrade & Bathroom Remodel	\$	170,000	\$ 73,107
Quilcene Campground	\$	200,000	\$ 9,517



Other Projects	2024 Capital Plan		Year-to-date
Water Walk feasibility	\$	220,000	\$ 222,210
Gardiner Boat Launch w/seasonal float - <i>Construction</i>	\$	800,000	\$ 57,928
Mats Mats Bay Facilities	\$	30,000	\$ -
Portwide Dock Reno <sup>(a)</sup>	\$	250,000	\$ 0
Portwide Dock Reno (City Dock)	\$	-	\$ 233
Portwide Dock Reno (D-Dock Retrofit)	\$	-	\$ 37,943
Portwide Dock Reno (PH Linear Dock Repair)	\$	-	\$ 147,755
Portwide Dock Reno - Piling Replacement	\$	75,000	\$ 41,650
Portwide Yard/Prkg/RV Rsrfcg (Long Term Yard Rehab) <sup>(b)</sup>	\$	75,000	\$ -
Portwide Yard/Prkg/RV Rsrfcg (BH Marina Pavement Repair)			\$ 0
Portwide Yard/Prkg/RV Rsrfcg (PH Parking Update)	\$	-	\$ 19,763
Clean Vessel Boat build & pump outs	\$	-	\$ 21,361
Portwide Storage Facilities	\$	-	\$ 10,284
Comprehensive Repair & Maintenance 10-Yr Program	\$	-	\$ 1,109
<b>Port Equipment / Vehicle Replacement</b>			
Port Equipment / Vehicle Replacement	\$	-	\$ 0
300T Travelift <sup>(d)</sup>	\$	3,178,000	\$ 2,401,029
Small Capital Projects & Equipment	\$	245,000	
Sprinter Van, Skidsteer w-attachments			\$ 170,079
Small Capital Projects & Equipment			\$ 42,396
<b>Unplanned / Emergency Repairs</b>			
Various Repairs & Replacement	\$	750,000	
** Bulkhead, pavement, shoreline, marina			
	\$	<b>11,885,000</b>	\$ <b>8,317,901</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

(e) Authorized purchase of Skidsteer for maintenance use across the Port in lieu of vacuum truck and gator. (August 14,

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

	YTD DEC 2023	YTD DEC 2024	Variance to prior year	YTD 2024 Budget	2024 Budget	% of Budget
	100%	100%				
<b>OPERATING REVENUES</b>						
MOORAGE - PERMANENT	1,322,162	1,394,116	71,954	1,365,825	1,365,825	102%
MOORAGE:ENVIRONMENTAL CLEAN-UP REVENUE-MOOR	-	-	-	-	-	-
MOORAGE:BMP ENVIRO INFRACTIONS	-	-	-	-	-	-
MOORAGE - LIVEABOARD FEE	28,770	26,625	(2,145)	27,366	27,366	97%
MOORAGE - LIVEABOARD BCKGRD CHECK	315	252	(63)	198	198	127%
LIFT PIER USAGE	13,855	12,815	(1,040)	14,021	14,021	91%
MOORAGE - MONTHLY GUEST	267,704	281,858	14,154	290,705	290,705	97%
MOORAGE - NIGHTLY GUEST	348,311	282,903	(65,407)	306,490	306,490	92%
MOORAGE - NON L/H TAXABLE	5,345	6,293	948	-	-	-
MOORAGE-KAYAK RACKS	8,797	12,011	3,214	6,382	6,382	188%
MOORAGE - ELECTRIC BASE FEE	54,368	47,486	(6,882)	109,026	109,026	44%
MOORAGE - ELECTRIC KWH CHARGES	57,847	59,268	1,421	-	-	-
MOORAGE - MISCELL REVENUE	9,306	26,276	16,970	8,779	8,779	299%
PTBH MOORAGE - RESERVATION FEE	-	-	-	-	-	-
PTBH MOORAGE - PROMOTIONAL SALES	1,499	4,779	3,280	930	930	514%
MOORAGE - PORT LABOR	152	240	88	1,046	1,046	23%
MOORAGE - SHOWERS	9,220	8,643	(577)	11,321	11,321	76%
MOORAGE: BH Restroom Key Fobs	310	242	(68)	1,856	1,856	13%
MOORAGE - LAUNDRY	6,630	7,070	440	8,642	8,642	82%
MOORAGE - PASSENGER FEE	-	-	-	-	-	-
Boat Haven Moorage	2,134,590	2,170,878	36,288	2,152,587	2,152,587	101%
WORK YARD - ENVIRONMENTAL FEE	77,585	86,744	9,159	85,496	85,496	101%
WORK YARD - BMP ENVIRO INFRACTIONS	210	(14)	(224)	-	-	-
WORKYARD - LIVEABOARD BCKGRD CHECK	-	-	-	-	-	-
WORK YARD - ELECTRIC BASE FEE - LH TXBL	43,963	48,792	4,829	42,560	42,560	115%
WORK YARD - ELECTRIC KWH CHARGES	-	-	-	-	-	-
WORK YARD - ELECTRIC BASE NON-LHT	5,922	8,517	2,595	-	-	-
WORK YARD: ENVIRONMENTAL CLEAN UP FEE	(26)	-	26	100	100	0%
WORK YARD - LIVEABOARD FEE	-	-	-	600	600	0%
WORK YARD - MISCELL REVENUE	421	1,471	1,050	751	751	196%
WORK YARD - PORT LABOR - SALES TXBL	11,651	12,670	1,020	10,641	10,641	119%
70/75 TON - HOIST REVENUE - Sales Taxable	347,452	367,698	20,246	406,797	406,797	90%
70/75 TON - HOIST REVENUE - Non Sales Taxable	28,395	35,571	7,176	-	-	-
WORK YARD - OWNER WASHDOWN - NON-TXBL	47,828	49,836	2,007	60,389	60,389	83%
WORK YARD - PORT WSHDWN - SALES TXBL	16,482	18,721	2,239	20,854	20,854	90%
WORK YARD-BILGE WATER	-	-	-	-	-	-
WORK YARD - YARD REVENUE-LHT TXBL	1,199,542	1,122,853	(76,689)	1,327,179	1,327,179	85%
WORK YARD - YARD REV - NON LHT TXBL	122,171	127,880	5,709	-	-	-
WORK YARD - L/T STORAGE	(393)	(1,230)	(836)	-	-	-
WORK YARD - BLOCKING RENT	29,618	25,356	(4,262)	30,971	30,971	82%
WORK YARD - BLOCKING RENT - NON TXBLE	323	3,338	3,016	-	-	-
WORK YARD:Blocking Non LET/Sales Tax-WK YD	-	81	81	-	-	-
WORK YARD - TARP POOL FEE	4,925	6,201	1,275	4,381	4,381	142%
Work Yard Operations	1,936,068	1,914,485	(21,583)	1,990,719	1,990,719	96%
SHIP YARD - ENVIRONMENTAL FEE	21,645	23,628	1,983	21,126	21,126	112%
BMP ENVIRO INFRACTIONS - SHIP YD	-	-	-	-	-	-
BOATYARD-LIVEABOARD BCKGRD CHECK	-	-	-	-	-	-
SHIP YARD - ELECTRIC BASE FEE	21,930	15,677	(6,254)	50,462	50,462	31%
BOATYARD - ELECTRIC KWH CHARGES	12,928	16,565	3,637	-	-	-
SHIP YARD - ELECTRIC BASE NON-LHT	(22)	2,905	2,927	-	-	-
SHIP YARD - GARBAGE	1,013	-	(1,013)	200	200	0%
SHIP YARD: ENVIRONMENTAL CLEAN UP FEE	-	-	-	-	-	-
SHIP YARD-LIVEABOARD FEE	-	-	-	-	-	-
SHIP YARD - MISCELL REVENUE	-	-	-	-	-	-

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

	YTD DEC 2023	YTD DEC 2024	Variance to prior year	YTD 2024 Budget	2024 Budget	% of Budget
BOAT YARD - PORT LABOR SALES TXBL	8,839	7,780	(1,059)	8,732	8,732	89%
SHIP - HOIST REVENUE - Sales Taxable	230,234	247,519	17,286	261,645	261,645	95%
SHIP - HOIST REVENUE - Non Sales Taxable	14,456	21,650	7,194	-	-	
BOAT YARD - OWNER WASHDOWN NON-TXBL	34,334	26,885	(7,449)	43,653	43,653	62%
BOAT YARD - PORT WSHDWN - SALES TXBL	6,333	10,461	4,128	-	-	
SHIP - BILGE WATER REVENUE	5,229	3,829	(1,400)	6,000	6,000	64%
BOAT YARD - YARD REVENUE-LHT TXBL	383,659	337,387	(46,273)	534,402	534,402	63%
BOAT YARD - YARD REV - NON LHT TXBL	74,233	77,826	3,593	-	-	
BOAT YARD - BLOCKING RENT W/O TX	19,710	16,427	(3,283)	25,702	25,702	64%
SHIP YARD - BLOCKING RENT - NON TXBLE	-	2,010	2,010	-	-	
WORK YARD:Blocking Non LET/Sales Tax-SH YD	-	-	-	-	-	
SHIP YARD - TARP POOL FEE	2,043	1,811	(232)	-	-	
Ship Yard Operations	836,562	812,359	(24,203)	951,922	951,922	85%
Boat Yard & Ship Yard Operations	2,772,630	2,726,844	(45,786)	2,942,641	2,942,641	93%
PTBH PROP - GARBAGE	4,217	4,829	612	4,142	4,142	117%
PTBH PROP - LEASE REVENUE	822,541	925,669	103,129	967,893	967,893	96%
PTBH PROP - STORAGE UNIT REVENUE	12,696	13,067	372	12,972	12,972	101%
PTBH PROP - LEASE REVENUE NON-LET	111,669	115,850	4,182	-	-	
PTBH PROP - FUEL DOCK LEASE REVENUE	17,161	17,523	361	20,531	20,531	85%
PTBH PROP - WATER	35,262	32,799	(2,462)	33,970	33,970	97%
PTBH PROP - ELECTRIC	(2,482)	2,551	5,033	(1,145)	(1,145)	-223%
PTBH PROP:STORMWATER FEES-PROP	8,856	8,440	(415)	10,434	10,434	81%
PTBH PROPERTY: PORT LABOR	-	-	-	-	-	
PTBH PROP - MISCEL REVENUE	1,234	11,942	10,708	1,354	1,354	882%
PTBH PROP:BH KEYS & FOBS	55	-	(55)	-	-	
Boat Haven Properties	1,011,207	1,132,671	121,464	1,050,151	1,050,151	108%
PT HUDSON PROP - DAILY PARKING	15,645	25,222	9,578	-	-	
PT HUDSON PROP - MONTHLY PARKING	473	885	412	-	-	
PT HUDSON PROP - LANDFALL MONTHLY PARKING	-	-	-	-	-	
PT HUDSON PROP - BACK 40 DAILY/WEEKLY PARKING	1,555	14,809	13,254	21,238	21,238	70%
PT HUDSON PROP - PARKING FAILURE TO PAY	-	-	-	-	-	
PT HUDSON PRP-Monthly Parking Non Txble	-	2,692	2,692	-	-	
PT HUDSON PROP - WATER	14,786	14,951	165	16,725	16,725	89%
PT HUDSON PROP - SEWER	8,833	8,287	(546)	10,100	10,100	82%
PT HUDSON PROP - STORMWATER	6,040	5,255	(785)	5,639	5,639	93%
PT HUDSON PROP - JANITORIAL	15,248	15,339	91	16,185	16,185	95%
POINT HUDSON PROP - PORT LABOR	-	1,525	1,525	-	-	
PT HUDSON PROP - BLDG LEASE	310,913	334,483	23,570	464,703	464,703	72%
PT HUDSON PROP-BLDG LEASE - NON L/H TAXABLE	137,640	157,348	19,709	-	-	
PH PRP - MISC REVENUE	-	5,809	5,809	-	-	
Point Hudson Properties	511,132	586,604	75,473	534,590	534,590	110%
PH - PERM MOORAGE	108,315	146,542	38,227	132,330	132,330	111%
PH - ENVIRO CLEAN-UP REVENUE	-	-	-	-	-	
PT HUDSON - BMP ENVIRO INFRACTIONS	-	-	-	-	-	
PH - LIVEABOARD FEE	420	2,970	2,550	8,500	8,500	35%
PH - LIVEABOARD BCKGRD CHECK	1,692	1,386	(306)	2,100	2,100	66%
PT HUDSON - MONTHLY GUEST	8,460	56,932	48,471	96,000	96,000	59%
PT HUDSON - NIGHTLY MOORAGE	208,784	269,448	60,664	225,590	225,590	119%
WHARF USAGE	20,897	23,754	2,857	14,894	14,894	159%
PT HUDSON- MOOR - NON L/H TAX	4,306	10,044	5,738	-	-	
PT HUDSON - MONTHLY R.V.	72,484	63,499	(8,985)	75,191	75,191	84%
PT HUDSON - NIGHTLY R.V.	5,252	51,679	46,428	-	-	
PH MOORAGE - RV NIGHTLY - incl. tax	469,958	419,191	(50,767)	439,151	439,151	95%
PT Hudson-RV Cancellation Fee	-	8,306	8,306	-	-	
KAYAK RACKS - PT HUDSON	14,963	20,767	5,804	20,250	20,250	103%
POINT HUDSON - ELECTRIC KWH CHARGES	2,802	5,003	2,201	9,255	9,255	54%
PT HUDSON - CRUISE SHIP GARBAGE REIM	1,458	559	(899)	1,175	1,175	48%
PT HUDSON- RESERVATION FEE	51,309	73,649	22,340	46,156	46,156	160%
PH MARINA/RV - PROMOTIONAL SALES	1,239	3,672	2,433	1,227	1,227	299%

	YTD DEC 2023	YTD DEC 2024	Variance to prior year	YTD 2024 Budget	2024 Budget	% of Budget
PH MARINA/RV - PORT LABOR	-	-	-	-	-	-
PT HUDSON- SHOWERS	6,091	5,519	(571)	6,049	6,049	91%
PT HUDSON - KEY FOBS	276	22	(254)	500	500	4%
PT HUDSON- LAUNDRY	7,488	9,626	2,138	6,415	6,415	150%
PT HUDSON - PASSENGER FEE	27,186	33,977	6,791	21,554	21,554	158%
PT HUDSON - EVENT FACILITY REV	33,681	38,030	4,349	48,369	48,369	79%
PT HUDSON - ELECTRIC	7,160	6,368	(792)	24,418	24,418	26%
PT HUDSON - MISCEL REVENUE	210	6,428	6,218	1,559	1,559	412%
Pt. Hudson Marina & RV Park	1,054,431	1,257,371	202,940	1,180,683	1,180,683	106%
QUILCENE - PERMANENT MOORAGE	74,118	62,047	(12,071)	73,272	73,272	85%
QUILCENE - ENVIRO CLEAN-UP REV	-	-	-	-	-	-
QUILCENE - BMP ENVIRO INFRACTIONS	-	-	-	-	-	-
QUILCENE - LIVEABOARD FEE	271	-	(271)	-	-	-
QUILCENE - MONTHLY GUEST	-	-	-	-	-	-
QUILCENE - NIGHTLY MOORAGE	6,380	6,564	184	1,887	1,887	348%
QUILCENE - COMMERCIAL RAMP FEE	5,400	1,540	(3,860)	5,702	5,702	27%
QUILCENE - ELECTRIC BASE FEE	1,158	811	(347)	1,651	1,651	49%
QUILCENE - ELECTRIC KWH CHARGES	627	1,237	610	720	720	172%
QUILCENE - SHOWERS	2,152	2,491	339	2,812	2,812	89%
QUIL - KEY FOBS	-	55	55	-	-	-
QUILCENE - RESERVATIONS	-	-	-	-	-	-
QUIL - KAYAK RACK STORAGE - MONTHLY	-	-	-	-	-	-
QUILCENE - RAMPS	10,026	10,294	268	10,913	10,913	94%
QUILCENE - LEASE REV	76,306	81,981	5,675	77,279	77,279	106%
QUIL - EMPTY TRAILER STRG - DAILY/WKLY	-	24	24	600	600	4%
QUIL - EMPTY TRAILER STRG - MONTHLY	945	900	(45)	600	600	150%
QUILCENE - WATER	8,732	10,074	1,342	12,922	12,922	78%
QUILCENE - MISCELL REV	158	70	(88)	200	200	35%
Quilcene Marina & Prop	186,274	178,088	(8,186)	188,558	188,558	94%
RAMPS - COMMERCIAL USER FEES	3,990	9,660	5,670	2,123	2,123	455%
RAMPS - REC RAMP/PARK FEE	38,732	37,599	(1,133)	45,229	45,229	83%
RAMPS:Failure to Pay Ramp Fee	-	-	-	-	-	-
DINGHY FLOAT REVENUE - HADLOCK	1,636	870	(766)	1,557	1,557	56%
Launch Ramps	44,358	48,129	3,771	48,909	48,909	98%
JCIA - LEASE REVENUE	128,490	145,636	17,146	167,379	167,379	87%
JCIA - LEASE REVENUE NON-LET	20,623	21,477	854	-	-	-
JCIA - HANGAR REVENUE	40,502	44,138	3,636	41,028	41,028	108%
JCIA - VEHICLE PARKING REVENUE	1,420	80	(1,340)	1,062	1,062	8%
JCIA - AIRCRAFT PARKING	4,539	3,894	(645)	2,642	2,642	147%
JCIA - MISCELL REVENUE	755	1,062	307	905	905	117%
JCIA - FUEL LEASE REVENUE	2,016	2,438	422	1,699	1,699	144%
Jeff Co Intl Airport	198,345	218,725	20,380	214,715	214,715	102%
Wholesale Promotional Sales-EXEC	-	4,833	4,833	-	-	-
Misc. Operational Revenue	-	4,833	4,833	-	-	-
<b>Total Operating Revenues</b>	<b>7,912,967</b>	<b>8,324,143</b>	<b>411,177</b>	<b>8,312,834</b>	<b>8,312,834</b>	<b>100%</b>
<b>OPERATING EXPENDITURES</b>						
Salaries & Wages	2,836,385	3,263,279	426,894	3,120,651	3,120,651	105%
Payroll Taxes	320,289	377,296	57,008	331,289	331,289	114%
Employee Benefits	903,223	971,431	68,208	834,785	834,785	116%
Uniform Expense	15,555	14,909	(646)	12,135	12,135	123%
Salary and Benefits	4,075,452	4,626,916	551,464	4,298,860	4,298,860	108%
Contract Services	426,487	286,564	(139,923)	348,698	348,698	82%
Enviro Contract Services	12,130	41,486	29,356	3,000	3,000	1383%
Bank Charges	172,225	194,795	22,570	168,120	168,120	116%
Contracted Services	610,842	522,845	(87,997)	519,818	519,818	101%
Office/Computer Supplies	19,750	15,175	(4,575)	17,861	17,861	85%
Operating Supplies	125,024	101,859	(23,165)	102,353	102,353	100%
Enviro Materials/Supplies	11,208	9,639	(1,569)	14,821	14,821	65%
Tarp Pool Expense	33,254	34,102	849	42,043	42,043	81%

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

	YTD DEC 2023	YTD DEC 2024	Variance to prior year	YTD 2024 Budget	2024 Budget	% of Budget
Postage	6,030	5,359	(671)	6,115	6,115	88%
Janitorial Supplies	23,007	24,327	1,319	28,144	28,144	86%
Fuel & Lubricants	55,939	50,494	(5,445)	52,532	52,532	96%
Permits & Licenses	12,331	11,195	(1,135)	13,277	13,277	84%
Equipment Purchase & Rental	111,460	38,200	(73,260)	80,425	80,425	47%
Claims & Damages	18,640	15,870	(2,770)	5,000	5,000	317%
Excise Tax	28,789	30,862	2,074	30,360	30,360	102%
Miscellaneous Expense	2,719	2,541	(178)	2,353	2,353	108%
Repair & Maintenance Supplies	246,255	337,155	90,899	300,816	300,816	112%
Facilities & Operations-Materials, Repair and Maintenance	694,405	676,778	(17,628)	696,100	696,100	97%
Utilities	664,656	645,335	(19,321)	662,851	662,851	97%
Legal & Fire Fees	48,309	43,681	(4,628)	58,026	58,026	75%
Audit	32,528	39,724	7,196	35,000	35,000	113%
Insurance	492,726	546,491	53,765	517,513	517,513	106%
Legal, Audit & Insurance Services	573,563	629,896	56,333	610,539	610,539	103%
Advertising (Legal)	11,475	7,215	(4,260)	8,766	8,766	82%
Marketing	98,547	86,680	(11,867)	65,404	65,404	133%
Promotion	18,501	11,565	(6,936)	20,375	20,375	57%
Marketing & Promotion	128,522	105,459	(23,063)	94,545	94,545	112%
Empl Recog/Relations	5,479	6,552	1,073	9,277	9,277	71%
Travel & Training	20,307	30,702	10,396	38,028	38,028	81%
Membership & Dues	44,336	34,377	(9,959)	43,000	43,000	80%
Travel, Training, Recognition and Dues	70,121	71,631	1,510	90,305	90,305	79%
Economic Development	40,045	41,200	1,155	67,000	67,000	61%
Community Relations	15,649	49,137	33,488	53,000	53,000	93%
<b>Total Operating Expenditures</b>	<b>6,873,256</b>	<b>7,369,196</b>	<b>495,941</b>	<b>7,093,018</b>	<b>7,093,018</b>	<b>104%</b>
<b>Net Operating Income (Expense)</b>	<b>1,039,711</b>	<b>954,947</b>	<b>(84,764)</b>	<b>1,219,816</b>	<b>1,219,816</b>	<b>78%</b>
<b>Other Increases in Fund Resources</b>						
(Incr.)/Decr. In Accounts Receivable	37,781	(11,138)	(48,919)	-	-	
Retainage Collected	2,400	5,183	2,783	9,414	9,414	55%
Yard Deposits Collected	24,953	57,149	32,196	32,389	32,389	176%
PTBH Prop Lease Deposits Collected	(3,865)	7,969	11,834	15,000	15,000	53%
PH Prop Lease Deposits Collected	16,779	5,365	(11,413)	5,000	5,000	107%
JCIA Prop Lease Deposits Collected	334	-	(334)	-	-	
Quilcene Lease Deposits Collected	-	-	-	-	-	
PH Marina/RV Deposits Collected	(1,209)	31,202	32,411	18,451	18,451	169%
Deposits & Retainage Collected	39,392	106,868	67,476	80,254	80,254	133%
Sales Tax Collected	102,830	113,404	10,574	109,073	109,073	104%
Leasehold Tax Collected	628,649	665,773	37,124	633,498	633,498	105%
Hotel/Motel Tax Collected	9,388	9,387	(1)	9,330	9,330	101%
Taxes Collected	740,867	788,565	47,697	751,901	751,901	105%
Grants - FAA	559,217	749,663	190,446	379,800	379,800	197%
Grants - Indirect - Dept of Commerce	-	163,288	163,288	-	-	
Grants - Dept. of Commerce - EDA	3,858,201	4,528,975	670,774	800,000	800,000	566%
Grants - Dept. of Defense - FEMA	69,551	-	(69,551)	-	-	
Grants - Fed. Indirect - Dept. of Interior	437,742	299,654	(138,088)	578,000	578,000	52%
Grants - Fed. Indirect - Dept. of Homeland Security	250	-	(250)	-	-	
Grants - Fed. Indirect - EPA	105,507	-	(105,507)	-	-	
Grants - Fed. Indirect - Treasury Dept.	29,243	637,769	608,525	-	-	
Grants - RCO	-	-	-	-	-	
Grants - WSDOT - JCIA	-	-	-	-	-	
Grants - WA State	3,616,092	56,593	(3,559,498)	479,254	479,254	12%
Grants - WA State Parks	-	-	-	-	-	
Grants - Jefferson County	-	-	-	450,000	450,000	0%
Capital Contributions/Grants	8,675,803	6,435,942	(2,239,861)	2,687,054	2,687,054	240%
Debt Proceeds - Line of Credit	2,652,000	1,737,000	(915,000)	-	-	
ARRA Bond Interest Subsidy	32,951	32,951	-	32,952	32,952	100%

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

	YTD DEC 2023	YTD DEC 2024	Variance to prior year	YTD 2024 Budget	2024 Budget	% of Budget
Investment Interest	498,001	571,621	73,620	265,000	265,000	216%
Interest	530,953	604,573	73,620	297,952	297,952	203%
Operating Tax Levy	1,085,688	1,118,071	32,384	1,134,000	1,134,000	99%
IDD Tax Levy	2,910,348	2,811,766	(98,582)	2,634,289	2,634,289	107%
State Forest Revenues	73,682	44,899	(28,782)	43,200	43,200	104%
State Timber Excise Tax	49,444	16,096	(33,348)	27,000	27,000	60%
Leasehold Excise Tax	13,131	(8,760)	(21,892)	9,072	9,072	-97%
Property & other taxes	4,132,293	3,982,073	(150,220)	3,847,561	3,847,561	103%
Insurance Recovery	235,632	-	(235,632)	-	-	-
Finance Charges	38,144	52,031	13,887	38,053	38,053	137%
Other Non-Operating Revenues	12,108	12,530	422	19,000	19,000	66%
Misc Other Incr. in Fund Resources	285,885	64,561	(221,324)	57,053	57,053	113%
<b>Total Other Incr. in Fund Resources</b>	<b>17,057,192</b>	<b>13,708,443</b>	<b>(3,337,611)</b>	<b>7,721,775</b>	<b>7,721,775</b>	<b>178%</b>
<b>Other Decr. In Fund Resources</b>						
Retainage Paid	11,384	3,472	(7,912)	5,900	5,900	59%
Yard Deposits Refunded	2,000	27,370	25,370	10,000	10,000	274%
PTBH Prop Lease Deposits Returned	18,520	29,709	11,189	7,398	7,398	402%
PH Prop Lease Dep. Returned	6,042	12,773	6,730	2,900	2,900	440%
JCIA Prop Lease Dep. Refunded	803	-	(803)	-	-	-
PH Deposits Refunded	627	4,885	4,258	-	-	-
Deposits & Retainage Paid	39,376	78,208	38,832	26,198	26,198	299%
Sales Tax Remitted	100,472	113,666	13,194	104,500	104,500	109%
Leasehold Tax Remitted	632,358	651,006	18,648	630,293	630,293	103%
Hotel/Motel Tax Remitted	9,245	9,447	202	9,130	9,130	103%
Taxes Remitted	742,076	774,119	32,043	743,923	743,923	104%
Principal Pmt - 2010 LTGO Bond	335,000	350,000	15,000	350,000	350,000	100%
Interest Pmt - 2010 LTGO Bond	147,088	132,013	(15,075)	132,013	132,013	100%
Principal Pmt - 2015 LTGO Rfdg Bond	500,000	515,000	15,000	515,000	515,000	100%
Interest Exp - 2015 LTGO Rfdg Bond	39,000	15,750	(23,250)	23,775	23,775	66%
Principal Pmt - 2021 Line of Credit	3,823,644	1,141,784	(2,681,860)	-	-	-
Interest Exp - 2021 Line of Credit	42,538	43,268	730	-	-	-
Debt Principal & Interest	4,887,269	2,197,814	(2,689,455)	1,020,788	1,020,788	215%
Project Expenses	8,030,051	5,752,344	(2,277,707)	6,822,000	6,822,000	84%
Equipment, Vehicles & Land Purchases	1,789,321	2,613,504	824,183	245,000	245,000	-
Bond Management Fees	1,420	1,250	(170)	1,600	1,600	78%
Bond Issue Costs	-	-	-	-	-	-
Investment Fees	1,200	1,200	-	1,200	1,200	100%
Other Non-Oper Exp	177,922	(24)	(177,946)	12,150	12,150	0%
Debt Mgmt, Issuance & Misc Exp	180,542	2,426	(178,116)	14,950	14,950	16%
Election Expense	-	47,331	47,331	15,500	15,500	305%
<b>Total Other Decr. In Fund Resources</b>	<b>15,668,634</b>	<b>11,465,746</b>	<b>(5,027,072)</b>	<b>8,643,359</b>	<b>8,643,359</b>	<b>133%</b>
<b>Incr. (Decr.) in Other Fund Resources</b>	<b>1,388,557</b>	<b>2,242,697</b>	<b>1,689,461</b>	<b>(921,584)</b>	<b>(921,584)</b>	<b>-243%</b>
<b>Change in Cash - Increase/(Decrease)</b>	<b>2,428,268</b>	<b>3,197,644</b>	<b>1,604,697</b>	<b>298,232</b>	<b>298,232</b>	<b>1072%</b>



# PORT OF PORT TOWNSEND

## AGENDA COVER SHEET

<b>MEETING DATE</b>	February 12, 2025
<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. C. 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>	<ol style="list-style-type: none"> <li>1. Informational Memo</li> <li>2. 75T/300T Haul-out counts and occupancy.</li> <li>3. Boat Haven Transient counts and long-term Tenancy occupancy</li> <li>4. Point Hudson Parking, Transient R/V and Vessel counts by year.</li> </ol>

# PORT OF PORT TOWNSEND

## INFORMATIONAL MEMO

**DATE:** 2/12/2025  
**TO:** Port Commission  
**FROM:** Kristian Ferrero, Harbormaster  
**SUBJECT:** Harbormaster Report

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### **BACKGROUND**

Operational Data compiled from 2017 through 2024

### **DISCUSSION**

#### Boatyard:

75T: Haulout numbers for 2024 were on par with the previous year at 752 total hauls. This translates to \$403,269.00 or 99% of 2024 budget. A reduction was seen in the duration of yard time for every month compared to 2023. The yard was anywhere between 29% less occupied in January 2023 to 1% less occupied in September and October. When comparing 2023 to 2022, the same reduction in occupancy month to month was also seen. This was reflective in the budget where yard revenue brought in \$1,250,733.00 or only 94% of the budget. So all in all, the same number of vessels were hauled but did not remain in the yard as long as previous years.

300T: The shipyard also maintained strong haul out numbers at 153 for the year compared to an average of 136 over the last 7 years. This also marked the highest haul out count of those 7 years. The hoist revenue came in at \$269,169.00 or 102% of budget. The shipyard revenue saw the largest shift with \$415,213.00 in revenue or 77% of budget. This tracked with occupancy numbers where they were anywhere from 4-16% lower in occupancy, month to month compared to 2023.

#### Boat Haven:

Longterm occupancy increased to 98% by the end of 2024. This is on track with the goal to increase stable moorage in anticipation of less transient traffic in 2025 as well as bring our occupancy back up after completing the Point Hudson breakwater project. 2024 permanent revenue came out to \$1,394,116.00 or 102% of budget showing the increase at the end of the year in permanent moorage assignments. Speaking to the reduction in transient moorage, 2024 came in with 4,271 nights of transient moorage or about 1,000 nights less than 2023 and 500 less than average. This reduction was seen in the 2024 revenue with boat haven nightly guest coming in at \$282,903.00 or 92% of budget. The \$23,587.00 variance is equivalent to about 330 nights of a 40' vessel.

#### Point Hudson:

Point Hudson finished strong for a location that was partially closed for the first few months of the year. Guest monthly revenue was at 60% of budget or \$56,932 but that can be attributed to very few guest monthly's for the winter of 2023/24. Even though we opened the marina in February 2024, most vessels seeking winter moorage had already found other locations prior. The winter of 2024/25 has show a maxed out guest monthly season and continues to be maxed into early 2025. Nightly moorage was the most successful in budget terms, coming in at 119% of budget or \$269,448.00. Total nights of transient moorage came to 3,877 nights, or about 500 more than the previous two years. The combination of our new reservation software, Camplife, and being open for the September to December portion of 2024, as opposed to the previous years, helped achieve and surpass budgeted expectations.



Nightly RV also closed out strong with 7,742 nights of nightly RV. Revenue received from nightly RV for 2024 was \$470,870, or 107% of budget. The number of nights was still a decrease from the previous year by about 400 nights and short of average by about 250 nights. Although we hit budget, we are still seeing a decreasing trend in transient traffic, as with our other locations. For RV guest monthly, revenue was \$63,499 for 2024 or 84% of budget. Our new paid parking finished with 2,032 parking days at Landfall and 1,319 in the Back 40 for the year. The paid parking at the Cupola and Armory buildings is expected to bring in similar numbers to the Landfall due to location. These lots are hoped to be up and running no later than March of 2025, in time for the busy season.

**FISCAL IMPACT**

None.

**RECOMMENDATION**

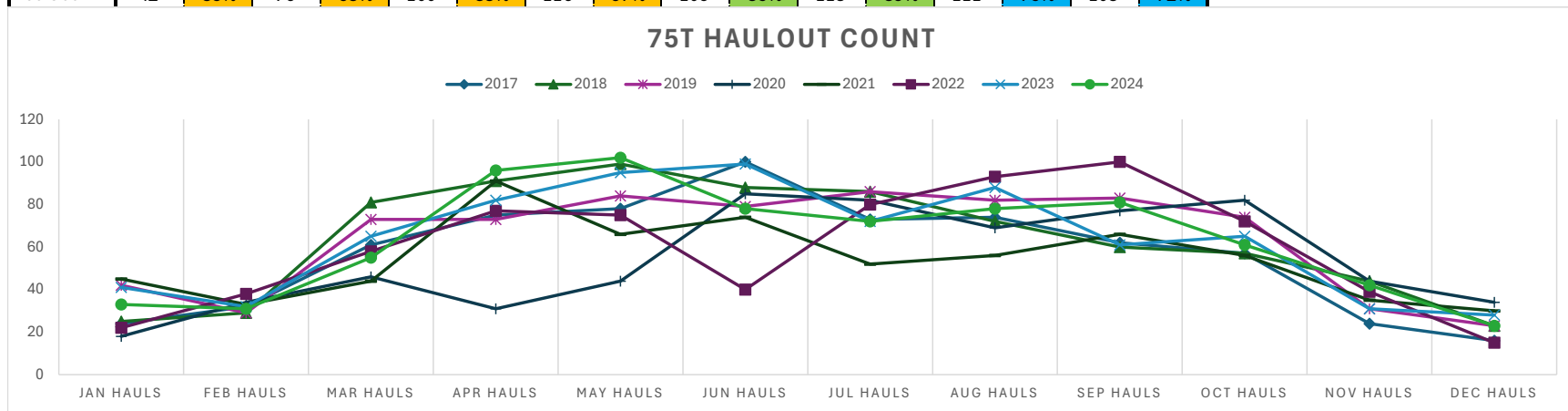
For discussion, no recommendation.

**ATTACHMENTS**

- 75T/300T Haul-out counts and occupancy.
- Boat Haven Transient counts and long-term Tenancy occupancy
- Point Hudson Parking, Transient R/V and Vessel counts by year.

75T (Small Yard) Hauls and Occupancy																
Year																
	2017	2018		2019		2020		2021		2022		2023		2024		
Jan Hauls	24	25	42	18	45	22	41	33								
Feb Hauls	32	29	29	34	33	38	32	31								
Mar Hauls	61	81	73	46	44	58	65	55								
Apr Hauls	75	91	73	31	91	77	82	96								
May Hauls	78	99	84	44	66	75	95	102								
Jun Hauls	100	88	79	85	74	40	99	78								
Jul Hauls	73	86	86	82	52	80	72	72								
Aug Hauls	74	72	82	69	56	93	88	78								
Sep Hauls	62	60	83	77	66	100	61	81								
Oct Hauls	57	57	74	82	56	72	65	61								
Nov Hauls	24	44	31	44	35	39	31	42								
Dec Hauls	16	23	23	34	30	15	28	23								
Year Total	676	755	758	646	648	709	758	752								
Jan Occ		44	37%	82	68%	98	82%	109	86%	112	88%	126	99%	102	70%	
Feb Occ		108	90%	86	72%	109	91%	124	98%	126	99%	126	99%	111	76%	
Mar Occ		61	51%	104	87%	116	97%	127	100%	127	100%	132	104%	124	85%	
Apr Occ		74	62%	112	93%	98	82%	127	100%	124	98%	143	98%	130	89%	
May Occ		74	62%	92	77%	91	76%	126	99%	127	100%	134	92%	130	89%	
Jun Occ		71	59%	85	71%	90	75%	127	100%	124	98%	136	93%	128	88%	
Jul Occ		62	52%	84	70%	90	75%	118	93%	122	96%	136	93%	123	84%	
Aug Occ		61	51%	84	70%	82	68%	100	79%	124	98%	130	89%	123	84%	
Sep Occ		55	46%	90	75%	88	73%	102	80%	128	101%	126	86%	124	85%	
Oct Occ		66	55%	113	94%	113	94%	126	99%	130	102%	124	85%	123	84%	
Nov Occ	49	41%	77	64%	112	93%	116	97%	124	98%	124	98%	117	80%	114	78%
Dec Occ	42	35%	76	63%	100	83%	116	97%	109	86%	113	89%	111	76%	105	72%

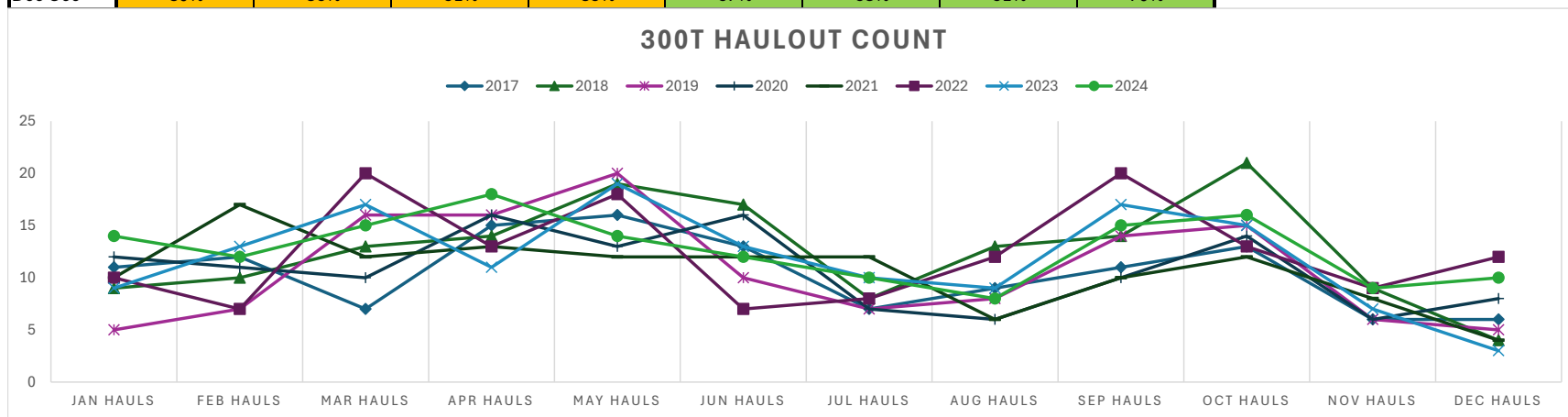
120 Spots  
127 Spots  
146 Spots



300T (Big Yard) Hauls and Occupancy								
	Year							
	2017	2018	2019	2020	2021	2022	2023	2024
Jan Hauls	11	9	5	12	10	10	9	14
Feb Hauls	12	10	7	11	17	7	13	12
Mar Hauls	7	13	16	10	12	20	17	15
Apr Hauls	15	14	16	16	13	13	11	18
May Hauls	16	19	20	13	12	18	19	14
Jun Hauls	13	17	10	16	12	7	13	12
Jul Hauls	7	8	7	7	12	8	10	10
Aug Hauls	9	13	8	6	6	12	9	8
Sep Hauls	11	14	14	10	10	20	17	15
Oct Hauls	13	21	15	14	12	13	15	16
Nov Hauls	6	9	6	6	8	9	7	9
Dec Hauls	6	4	5	8	4	12	3	10
Year Total	126	151	129	129	128	149	143	153
Jan Occ	N/A	56%	74%	82%	74%	72%	72%	72%
Feb Occ		76%	82%	88%	76%	76%	77%	70%
Mar Occ		83%	98%	92%	74%	88%	82%	68%
Apr Occ		81%	66%	122%	62%	84%	86%	79%
May Occ		73%	67%	115%	62%	82%	85%	74%
Jun Occ		44%	80%	116%	53%	77%	75%	63%
Jul Occ		19%	48%	89%	60%	56%	61%	62%
Aug Occ		26%	41%	78%	48%	63%	85%	67%
Sep Occ		48%	59%	54%	57%	72%	77%	70%
Oct Occ		76%	72%	65%	79%	75%	88%	72%
Nov Occ		36%	96%	65%	70%	74%	79%	80%
Dec Occ		30%	86%	61%	85%	67%	68%	61%

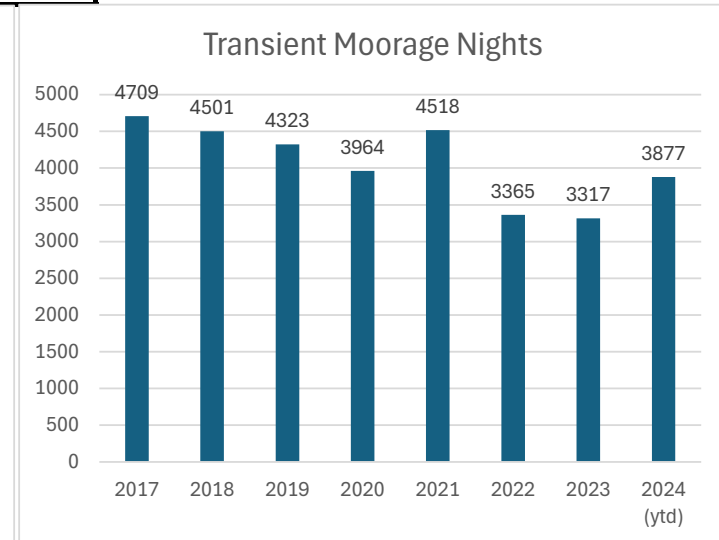
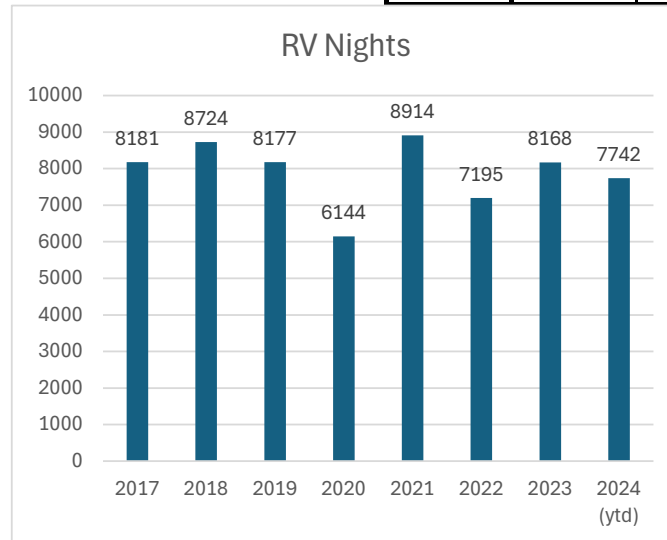
Shipyards, 22 spaces occupiable by only 300T Vessels

Shipyards, 46 spaces occupiable by both 75T and 300T Vessels



Boat Haven Permanents Assigned/Occupancy, Transient Nights Sold and Assignments from the Waitlist												
	2017	2018	2019	2020	2021		2022		2023		2024	
<i>Jan</i>	N/A	N/A	N/A	N/A	267	89%	277	93%	302	101%	279	93%
<i>Feb</i>					268	90%	276	92%	281	94%	286	96%
<i>Mar</i>					266	89%	277	93%	279	93%	279	93%
<i>Apr</i>					273	91%	280	94%	274	92%	281	94%
<i>May</i>					278	93%	275	92%	279	93%	283	95%
<i>Jun</i>					285	95%	277	93%	274	92%	277	93%
<i>Jul</i>					271	91%	274	92%	270	90%	272	91%
<i>Aug</i>					274	92%	270	90%	265	89%	276	92%
<i>Sep</i>					279	93%	289	97%	284	95%	278	93%
<i>Oct</i>					278	93%	290	97%	282	94%	284	95%
<i>Nov</i>					279	93%	289	97%	285	95%	283	95%
<i>Dec</i>					281	94%	294	98%	283	95%	299	98%
Total Transient Nights Billed (ytd)	4436	3985	5301	4297	5297		5088		5273		4271	
Waitlist Assignments	N/A	N/A	N/A	N/A	19		6		17		37	
<b>Slips Currently Up for Assignment</b>	<b>5</b>											

2024 Transient Nights			ParkMobile Days			Point Hudson Annual Nights Billed		
	RV	Moorage		Landfall	Back 40		RV Nights	Moorage Nights
Jan	0	0	Jan	0	0	2017	8181	4709
Feb	4686	984	Feb	1	0	2018	8724	4501
Mar	5143	1199	Mar	85	11	2019	8177	4323
Apr	5466	1469	Apr	147	29	2020	6144	3964
May	6033	1975	May	267	83	2021	8914	4518
Jun	6344	2412	Jun	328	294	2022	7195	3365
Jul	6600	2952	Jul	380	376	2023	8168	3317
Aug	7014	3451	Aug	392	287	2024 (ytd)	7742	3877
Sep	7269	3687	Sep	203	149			
Oct	7515	3798	Oct	165	83			
Nov	7695	3851	Nov	59	3			
Dec	7742	3877	Dec	5	4			
			<b>TOTAL</b>	2032	1319			



## Nightly RV

Year	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sep	Oct	Nov	Dec	Total
2015	304	291	244	652	955	1036	1202	1287	1072	771	403	269	8486
2016	286	281	392	634	806	963	1256	1276	1137	645	492	293	8461
2017	211	253	349	491	833	1015	1368	1314	1022	770	312	243	8181
2018	204	294	430	498	868	1258	1396	1369	1001	828	352	226	8724
2019	225	96	389	552	843	1098	1312	1307	928	788	419	220	8177
2020	205	246	213	0	0	418	1156	1215	1167	858	374	292	6144
2021	220	251	477	693	906	1223	1381	1301	1112	821	360	169	8914
2022	180	371	454	596	736	1000	1194	1242	416	507	353	146	7195
2023	145	257	534	669	878	1183	1402	1300	768	517	309	206	8168
2024	78	207	393	613	814	1018	1283	1249	930	554	404	199	7742
Variance	-144	-55	-16	15	-39	-79	-31	-51	-2	-152	29	-23	-546
Average (w/o 2020)	222	262	409	598	853	1097	1314	1300	932	706	375	222	8288

## Nightly Moorage

Year	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sep	Oct	Nov	Dec	Total
2015	83	104	101	163	619	537	1018	1033	958	221	73	60	4970
2016	70	92	56	235	594	706	1015	1026	950	122	51	44	4961
2017	25	60	65	138	540	729	1131	990	839	99	48	45	4709
2018	27	28	104	154	489	703	1013	1019	683	123	96	62	4501
2019	37	33	88	198	504	590	995	1011	609	127	65	66	4323
2020	22	64	72	10	17	502	1093	1051	747	235	85	66	3964
2021	65	52	64	159	488	753	1038	1005	697	119	54	24	4518
2022	31	29	57	155	550	647	886	863	147	0	0	0	3365
2023	2	37	84	204	481	606	963	779	161	0	0	0	3317
2024	0	0	86	200	397	551	927	933	522	149	78	34	3877
Variance	-43	-54	9	24	-136	-108	-80	-33	-109	48	30	-4	-456
Average (w/o 2020)	43	54	77	176	533	659	1007	966	631	101	48	38	4333

# PORT OF PORT TOWNSEND

## AGENDA COVER SHEET

<b>MEETING DATE</b>	February 12, 2025
<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>	<ol style="list-style-type: none"> <li>1. Port Contracts Update</li> <li>2. Port Lease Brief</li> <li>3. EDC Semi-Annual Public Sector Cabinet report</li> <li>4. JeffPUD Bead Application 2025-01-22 – Broadband Funding</li> <li>5. Commission Meeting Schedule</li> <li>6. Washington State Ferries Fact Sheet</li> </ol>

## PORT OF PORT TOWNSEND INFORMATIONAL MEMO

**DATE:** February 7, 2025

**TO:** Commissioners

**FROM:** Sue Nelson, Lease & Contracts Administrator

**CC:** Eron Berg, Executive Director

**SUBJECT:** **February 12, 2025, Commission Meeting** – Commission Update: New/Amended Contracts of \$100,000 or less, Approved by Executive Director Eron Berg, per Delegation of Authority Resolution No. 835-25

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Name	Dates	Description	Amount Not to Exceed:
Tara Dunford, CPA	1/1/2025-12/31/2025	Accounting & Financial Support	\$9,750.00
Construction Inspection Services, LLC	1/16/2025-12/31/2025	Boatyard stormwater inspections & sampling	\$25,000.00



# PORT OF PORT TOWNSEND

## AGENDA MEMO

**DATE:** 2/7/2025  
**TO:** Commission  
**FROM:** Sue Nelson, Lease & Contracts Administrator  
**SUBJECT:** February 12, 2025 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 43 land leases, 38 building leases, and 58 rental agreements.

### **DISCUSSION**

#### *New Agreements:*

- Northwest Maritime Center Marine Thrift, BH Building Lease 5-yr + one 5-yr option (approved at 1/08/25 meeting)
- Todd Flye d/b/a On the Flye, BH Land Lease, 3-yr + two 1-yr options (approved at 1/08/25 meeting)
- University of Washington Sea Grant PH Building Lease, 5 + 5 (approved at 1/22/25 meeting)
- Port Townsend Furniture Clinic, BH Building Lease, 5 + 5 (approved at 1/22/25 meeting)
- Puget Sound Voyaging Society, Inc., Short Farm Building & Land Agreement, one month Rent Free Access Period for Improvements, prior to March 1, 2025 tenancy
- Puget Sound Voyaging Society, Inc., Short Farm Building & Land Rental Agreement, rent begins March 1, 2025
- Tom Lemanski, Portable T-hangar Pad Site #O-402

#### *Lease/Rental Amendments:*

- Admiral Ship Supply, Amendment 2; increase size of premises

#### *Exercising Options:*

#### *Assignments/Assumptions:*

#### *Notice of Lease Termination/Vacation*

- Sea Grant, Office #2E, Nomura Building (moved to Point Hudson). EDC Team Jefferson will be renting this space.
- Kumley, JCIA hangar #206
- Bioren, JCIA hangar #203
- Brendon Townshend, sold hangar #O-402 to Tom Lemanski. New agreement for Lemanski.

*License & Use Agreements:*

- Northwest Maritime Center Marine Thrift, Annual Swap Meet, April 5, 2025

***FEBRUARY Rent Increases:***

- ***CPI Increase (3.7%):*** Olympic Crane; Stephens Marine; Andrew Cashin
- ***Market Rate Increase:***
- ***Step Increase:***
- ***Recurring Annual License Fee:***

***Leases with 2025 Expiring Terms and No Remaining Options***

- Commanders Beach House, exp 4/30/2025 (continued lease discussions)
- Sail PT, exp 4/30/25
- Hanson of PT, exp 5/31/25
- Pete's Marine Metal, exp 7/31/25
- US Coast Guard, exp 8/31/25
- Puget Sound Express (PH shop), exp 12/31/25
- Chums A Shop by the Sea, exp 11/30/25

***MISCELLANEOUS:***

- Continued JCIA land lease meetings with Jefferson Timber Cooperative
- Continued lease meetings with the Dionne's for Commanders Beach House and Duplex management agreement
- Former US Customs office is still vacant. Have advertised on the Port's website, PDN, Leader, and sent mass email. Following leads, but nothing yet.
- Currently one Port-owned hangar available for rent.
- Tenants who had storage units within the Admiral Ship Supply building are now out. Some have relocated to the new Conex box units. This allows Bob Frank to expand Admiral Ship Supply.

**ATTACHMENTS**

1. 2025 Lease List

**RECOMMENDATIONS**

For information only.

Boat Haven - PROPERTY	FEBRUARY 2025			
LEASE NAME	Lease Amount	Lease Expiration	NEXT CPI/MR STEP Incr.	REMARKS
<b>Admiral Ship Supply</b>	2,664.00	1/31/2030*	2/1/2025	*Exercised last remaining option. <b>Increased premises to 3000 sf.</b>
Andersen Machine Shop	324.56	9/30/2027	10/1/2025	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)	17,983.37	Mo/Mo	1/1/2025	30-day notice for rate increases.
Armstrong Consolidated LLC (10th St)	4,278.65	Mo/Mo	N/A	Lease expired 9/30/24. Hold Over rent + 25%/mo. Negotiating new lease.
Armstrong Consolidated LLC (10th St land)	841.95	Mo/Mo	9/1/2025	Land rental-ground in front of building.
Blue Moose Café	888.49	10/31/2026*	11/1/2025	*5-yr option available. 24-mo step to market.
Crown Castle (cell tower)	16,149.96/yr	6/30/2025*	6/1/2025	*One 5-yr option remains. Pay one mo in arrears..
Crown Castle - AT&T Sub-Lease	1,117.52		9/1/2025	Annual lease renewal. 6.5% annual increase 9/2019-9/2022. Pay one mo in arrears.
Eagle Harbor Marine	274.59	Mo/Mo	9/1/2025	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.
<b>Flye, Todd dba On The Flye</b>	<b>435.65</b>	<b>1/31/2028</b>	<b>2/1/2026</b>	<b>New BH Land lease. 3-yr + two 1-yr options.</b>
Haven Boatworks (western/front half)	1,639.66	Mo/Mo	1/1/2026	Former J&S Bldg., Haines St. 30-day notice for rent increases.
Haven Boatworks (eastern/back half)	1,799.97	Mo/Mo	8/1/2025	Back half J&S (former Johnson Fab).
Jefferson County (Commission Bldg)	2,129.29	9/30/2026	10/1/2025	5-yr. 180 day termination notice-either party.
Jeremy Johnson Photography	197.82	Mo/Mo	9/1/2025	2nd floor office #2F, Nomura Building.
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*	9/1/2025	Seafood market. One 5-yr option. Builndg & land lease. CPI-Yr2/MR-Yr 5.
Key City Fish Co. (Haines PL-refrigeration)	983.21	11/30/2029*	12/1/2025	*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.
<b>NW Maritime Center (Marine Thrift)</b>	<b>729.95</b>	<b>1/31/2030*</b>	<b>2/1/2026</b>	<b>New BH Building lease. *5-yr + one 5-yr option.</b>
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.
<b>Olympic Crane LLC</b>	<b>60.03</b>	Mo/Mo	2/1/2026	Relocated crane next to Pete's Marine. <b>CPI</b>
Perpetual Boatworks, LLC	1,667.81	Mo/Mo	3/1/2025	Former MRW site. Port may terminate w/ 30 mos with 20 days' notice (boatyard exp)
Pete Stein & Compass Woodwork	113.39	Mo/Mo	6/1/2025	40'x8' <b>land</b> & 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
<b>PT Furniture Clinic</b>	<b>733.11</b>	<b>1/31/2030</b>	<b>2/1/2026</b>	<b>New lease. 5-yr + one 5-yr option.</b>
PT Sailing Association	740.82	11/30/2027*	12/1/2025	*5-year, 2 week +5-year option building lease, Annual CPI; MR beg. year 3 and every 3 years.
Port Townsend Shipwrights, Inc.	8,780.46	7/31/2050	8/1/2025	MR incr 8/1/30-every 10 yrs/ann CPI, beg. year 7. Amend 1 & 2.
PT Rigging (Kulin & Vizzini)	589.68	3/31/2030	4/1/2025	Land lease.
PT Rigging	777.00	Mo/Mo	10/1/2025	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	2,581.20	12/31/2029*	1/1/2026	Bldg/Land lease. *One 5-yr option.
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)	186.82	Mo/Mo	10/1/2025	600 sf outdoor dining area.
Scow Bay Boats	601.22	9/30/2026	10/1/2025	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.
<b>Stephens Marine</b>	<b>61.62</b>	Mo/Mo	2/1/2026	Temp storage of equipment. Will move to Jochems building soon. <b>CPI</b>
Sunrise Coffee	2,197.11	9/30/2031*	10/1/2025	*Two 5-yr options available. Deposit balance-6 installments.
Takaki, Jennifer (Marina Café)	760.21	12/31/2026	1/1/2026	5-year lease.
Takaki, Jennifer (Marina Café)	123.30	Mo/Mo	10/1/2025	396 sf outdoor dining area.
The Shop Cooperative	6,326.66	5/31/2026*	6/1/2025	*One 5-yr option. Buildings 2 & 3
The Shop Cooperative	89.60	Mo/Mo	9/1/2025	Land to store 8'x40' storage container, NW corner building 3
The Shop Cooperative	1,198.60	Mo/Mo	11/1/2025	Bldg 1. Will roll this into their main lease in the spring of 2025.
Tree Ring, LLC	150.70	Mo/Mo	3/1/2025	New month/month agreement-small office (2-G) upstairs, Nomura Bldg.
<b>University of WA—Sea Grant</b>	<b>384.52</b>	<b>Mo/Mo</b>	<b>4/1/2025</b>	<b>Office 2-E, Nomura Bldg. Added 100 sf storage space-</b>
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		FEBRUARY 2025			
LEASE NAME	Lease Amount	Lease Expiration	NEXT CPI/STEP Incr.	REMARKS	
Best Coast Canvas	\$ 750.00	9/30/2029*	10/1/2025	1000 sf Armory Bldg. New lease. 5-yr + *one 5-yr option.	
Brion Toss Yacht Rigging	\$ 1,883.20	9/30/2029*	10/1/2025	2443 sf Armory Bldg. New lease. 5-yr + *one 5-yr option.	
Brooks, Cindy	\$ 45.36	Mo/Mo	7/1/2025	54 sf floor in Armory Bldg, wherry storage.	
Cashin, Andrew	\$ 296.89	Mo/Mo	2/1/2026	Office #11-private & smaller. Non-view, Main Bldg. CPI	
Chapin, Steve	\$ 201.60	Mo/Mo	5/1/2025	Storage for 2 20x40 Conex boxes, back-40.	
Chums A Shop by the Sea	\$ 750.00	11/30/2025	N/A	Frmr PH moorage office-Store: local pastries/foods, art & sundries. 1-yr	
Commanders Beach House	\$ 2,510.97	4/30/2025	5/1/2025	Assignment to D & N Dionne.	
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. VACATING LEASE 5/31/25. Plans to vacate 1/31/25	
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.	
Marine Resources Consultants Inc.	\$ 546.00	9/30/2025*	N/A	Armory Bldg. New 1-yr lease + *one 1-yr 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 Kielty Design	\$ 300.96	Mo/Mo	8/1/2025	Main Bldg., small view office.	
Mark Kielty 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/ 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.	
Northwest Maritime Center (Armory Bdg)	\$ 420.00	Mo/Mo	10/1/2025	600 sf floor space/storage-Armory Bldg.	
OM LLC	\$ 300.96	Mo/Mo	6/1/2025	Office 10, PH Main Building.	
Puget Sound Express	\$ 1,334.74	12/31/2025	N/A	No options remain.	
Schooner Martha Foundation	\$ 966.53	12/31/2029*	1/1/2026	*Exercised last option.	
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	\$ 2,981.91	10/31/2026	11/1/2025	No options remain.	
Shanghai Restaurant	\$ 174.90			PH Main Bldg - common area fee-restroom cleaning/stocking	
Shannon Partners LLC (SEA Marine)	\$ 3,800.27	9/30/3038	10/1/2025	New lease. Rent increase to set amount 7/1/27; MR/5-years,CPI/annual	
The Artful Sailor	\$ 994.50	11/30/2025*	12/1/2025	Combined 2 shop agreements into 1 yr w/two 1-yr options.	
Doc's/ TNT Restaurants LLC- Salish Grill	\$ 3,545.61	4/30/2027	5/1/2025	Exercised last option. Wants new 10-yr lease. New DBA-was Doc's.	
University of WA - Sea Grant	\$ 729.95	1/31/2030*	2/1/2026	*5-yr lease w/one 5-yr option. Former Port Engineering office.	
Washington Dept. of Fish & Wildlife	#####	3/21/2029*	N/A	New lease 4/1/24-3/31/29 + one 5-yr option.	
Washington Dept. of Fish & Wildlife	\$ 1,744.71	Mo/Mo	11/1/2025	Cupola Annex-storage. CPI	
Washington Dept of Fish & Wildlife	\$ 18.65	Mo/Mo	6/1/2025	Small storage area in Sail Loft for spare boat motor.	

JCIA - PROPERTY	FEBRUARY 2025			
LEASE NAME	Lease Amount	Lease Expiration	NEXT CPI/ Step Incr.	REMARKS
A Hangar Condo Association	1,399.44	11/20/2045	12/1/2025	Land lease. Hangars 'E' & 'F'. Amend 2 correct land size.
Aurora Aircraft Maint & Restoratic	631.47	10/31/2026*	11/1/2025	*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.
Aurora Aircraft Maint & Restoratic	285.45	Mo/Mo	1/1/2026	Port-owned hangar #201.
<del>Bioren, Eric</del>	<del>285.45</del>	<del>Mo/Mo</del>	<del>1/1/2026</del>	<del>Port-owned hangar #203.</del> <b>Tenant terminated.</b>
Browning, Scott & Lori	110.00/yr	ann. auto renew	8/1/2025	Periodic tree & shrub removal.
Chuljian, David	285.45	Mo/Mo	1/1/2026	Port-owned hangar #205.
Coote, Norman	70.00	Mo/Mo	11/1/2025	T-hangar pad Q-403. Purchased from Dennis Broderson.
Cupp, Stanley	285.45	Mo/Mo	1/1/2026	Port-owned hangar #202.
Dow Jeffery & Jorja	394.76	12/31/2028	8/1/2025	Land lease. Hangar 'D'.
Dyson, Keith	285.45	Mo/Mo	1/1/2026	Port-owned hangar #204.
Eber, Lorenz	80.00	Mo/Mo	1/1/2025	T-hangar pad, #P-404
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	768.38	4/30/2053	12/1/2025	Settled 2/25/21: Amend #6: Ext. term.
Huhndorf, Joshua	285.45	Mo/Mo	1/1/2026	Port-owned hangar #101.
Islam, Marc	70.00	Mo/Mo	5/1/2025	Purchased T-hangar from Roethle. #M-406
JEFFCO Hangar Assoc., Inc.	822.85	11/30/2041	12/1/2025	11,369 sf, hangar site 'I'.
Jeff. Co. Airport Condo Owners As	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.
<del>Kumley, William &amp; April</del>	<del>285.45</del>	<del>Mo/Mo</del>	<del>1/1/2026</del>	<del>Port-owned hangar #206.</del> <b>Tenant terminated.</b>
L Hangar Condo Assoc @JCIA	683.27	10/31/2048	10/1/2025	Land lease.
Lemanski, Tom & Linda	80.00	Mo/Mo	3/1/2025	T-hangar pad, #R-405. 2023 adopted rate applied (8¢/sf)
<del>Lemanski, Tom &amp; Linda</del>	<del>70.00</del>	<del>Mo/Mo</del>	<del>2/1/2026</del>	<del>T-hangar pad #O-402</del>
Machida, Steven	285.45	Mo/Mo	1/1/2026	Port-owned hangar #207.
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'.
Northwest Custom Hangars, LLC	1,299.51	12/31/2075	1/1/2026	50-YR JCIA land lease, approved 11/26/24.
Piper, James	224.56	7/26/2057	3/1/2025	Land lease. Hangar '4-C'. Assignment fr Hood Canal Aviat.
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	189.00	7/31/2052*	5/1/2025	*One 25-yr opt. Museum bldg- <b>expan.</b> Amend 3-50% rate
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, S-400
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, N-401. 2023 adopted rate applied (8¢/sf)
Puget Sound Express-J Hangar Leas	423.20	10/1/2050	10/1/2025	Assignment-Land lease to Puget Sound Express.
Sawasy, Adam	285.45	Mo/Mo	1/1/2026	Port-owned hangar #102.
Spruce Goose (Goosin Around)	273.35	9/30/2029*	10/1/2025	*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.
Suryan, Richard	285.45	Mo/Mo	1/1/2026	Port-owned hangar #108.
Suryan, Tim	285.45	Mo/Mo	1/1/2026	Port-owned hangar #107.
<del>Townshend, Brendon</del>	<del>70.00</del>	<del>2/28/2026</del>	<del>4/1/2025</del>	<del>Assnd T-hangar pad 402-O from D Scheall.</del> <b>Sold to Lemanski</b>
Unger, James	285.45	Mo/Mo	1/1/2026	Port-owned hangar #208.
Wexman, Scott & Diana Levin	296.45	3/31/2053	4/1/2025	Land lease. Hangar 'O'.

QUILCENE - PROPERTY	FEBRUARY 2025			
LEASE NAME	Lease Amount	Lease Expiration	NEXT CPI/ Step Incr.	REMARKS
Canterbury, Ray	<i>fluctuates</i>	N/A		<i>Water rights.</i>
Coast Seafoods	\$6,628.35	12/31/2039	1/1/2026	Land lease.
Coast Seafoods	<i>fluctuates</i>			<i>Water.</i>
Quilcene Harbor Yacht Club	\$ 593.91	10/31/2027*	11/1/2025	*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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FEBRUARY 2025

LEASE NAME	Lease Amount	Lease Expiration	NEXT CPI/ Step Incr.	REMARKS
Finn River d/b/a Olympic Biochar	\$ 175.00	10/31/2025 <sup>†</sup>	11/1/2025	*Two 1-year options.
Finn River d/b/a The Grainery	\$ 258.42	10/31/2025 <sup>†</sup>	11/1/2025	*Two 1-year options
Flying Knucklehead Ranch	\$ 230.00	11/30/2025 <sup>†</sup>	12/1/2025	*Two 1-year options
One Straw Ranch, Inc.	\$ 568.76	10/31/2025*	11/1/2025	*Two 1-yr options. Farmland & Outbuildings Lease.
One Straw Ranch, Inc.	\$ 78.00	10/31/2025	11/1/2025*	*Two 1-yr options. Farmland & Outbuildings Lease.
<b>Puget Sound Voyaging Society, Inc.</b>				<b>One month No Rent Period for Improvements. Rent begins 3/1/25</b>
WA Dept of Fish & Wildlife	\$1,000.00/yr	3/31/2025		Wildlife Viewing
WA Dept of Fish & Wildlife	\$8,000.00/yr	2/28/2025		Hunting
William & Karrie Short - Residential Land Lease	\$ 800.00	8/31/2025		

**Public Infrastructure Fund (PIF) Report**

**& Public Sector Cabinet Report**

July 1 - December 31, 2024



**385 Benedict St., Ste 2A Port  
Townsend WA 98368**

*If one's contributions are to be widely supported,  
they must emerge from a process and practice  
of wise collective stewardship.*

- Michelle Holliday



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## What is an Economic Development Organization?

Each of Washington State's 39 Counties is represented by an Associate Development Organization (ADO). ADOs are referred to locally as economic development councils (EDCs), functioning to further a county or region's economic development goals. These organizations are defined by the WA State Dept of Commerce and are required to work within the statutes described in WA State RCW 43.330.080 and RCW 43.330.82. They are generally structured as private nonprofits and are funded by a variety of sources including the Washington Department of Commerce, local public partners, memberships, and grants. Their performance and expertise are critical to maintaining healthy economies and building resilient communities statewide. EDC Team Jefferson is structured as a 501(c)6.

The Department of Commerce requires each ADO (or economic development council) to fulfill performance goals in:

- business retention and expansion by providing technical assistance to small businesses
- business recruitment
- startup business assistance
- export education
- training
- provision of a marketing plan for the organization

The Department of Commerce identifies additional categories of work, not directly related to funding, that include workforce development, diversity, equity and inclusion, and community development. As EDC Team Jefferson works to fulfill our role as an ADO, it does so with sensitivity to our local culture and place by communicating and collaborating with community entities to identify and advance local priorities.

## Executive Director Summary

As I write this report, I'm reflecting on the traditional mission of economic development entities and the key performance indicators we are required to report. I'm aware of how metrics accounting for jobs and investment lack the insight we need to effectively adapt to the rapidly changing context in which we live. As fires rage in LA County, I think about local fire risk, as well as the effects of rising sea level as we mop up after wind-driven winter King Tides. These are examples of what Jefferson County is facing; the confounding task of planning for an unpredictable future based on economic assumptions derived in past decades and under different conditions. In many ways we live with built infrastructure intended for a climate that no longer exists, and plan businesses as if continual growth is possible. As this report is intended to describe work done over the past 6-months by looking backward, I am compelled to also name the ways in which the EDC seeks to move forward, by emphasizing leadership, networking and building capacity to prepare our community to adapt to complexity. I hope that you will join us in

EDC membership and contribute to conversations intended to uplift who we are, what we choose to do, and who we seek to become.

EDC Team Jefferson's mission is to engage high-leverage, place-based activities that improve the economic well-being and quality of life for people in Jefferson County and the living systems in which we are embedded. By executing our work plan relative to the mission, EDC Team Jefferson (the EDC) has provided tangible value to the communities of Jefferson County as you will discover in this report. In turn, local public bodies, businesses, and organizations have provided support to improve and expand the EDC's service provision and reach. We are thankful for the support of the Washington State Department of Commerce (WDOC), public partners including the Jefferson County, Port of Port Townsend, City of Port Townsend, the Jefferson County PUD, and a variety of grant funding and local membership. In the six months between July 1, 2024 and Dec 31, 2024, EDC Team Jefferson has worked to:

**Improve Small Business Resilience** - Any economist worth their salt will tell you that community resilience is related to diversity. This concept holds true for business development. Communities with a wide variety of businesses, representing numerous interdependent industries and run by unique individuals with varied world views will more easily overcome market downturns than a community with little industry diversity and homogenous development goals.

In support of diverse local business ownership, the EDC and a network of partner organizations, collectively offering one on one technical services and classes to a wide range of small businesses. In 2025 we will extend this network by adding a program that will train trainers to expand advising across the North Olympic Peninsula. We seek to ensure that every business, regardless of sector, size or location, has access to high quality assistance, and has an ally in their development process. You can read more about our impact in [Addendum A](#).

**Enabling Conditions in Workforce Development, preparing for the future** - Jefferson County businesses and organizations can access workforce services through the State of WA, and Olympic Workforce Development Council as a part of a three-county workforce region, also including Kitsap and Clallam Counties. There are a good number of businesses and organizations advancing workforce development projects in Jefferson County. However, Jefferson County lacks the integration of workforce efforts and reliable dissemination of information. Over the past six months, EDC Team Jefferson and local workforce partners, including Jefferson Healthcare, School Districts, NW School of Wooden Boatbuilding, and the Community Foundation have been supporting local research efforts and drafting a workforce strategy for Jefferson County. The EDC seeks to provide the function of a workforce backbone, by understanding and advocating for the people and organizations of Jefferson County, communicating training needs, sourcing local workforce data and ensuring that services reach local businesses. This will involve hiring a full-time Workforce Coordinator in 2025. You can read more about the full spectrum of projects in the [Recompete Grant](#). Look for EDC's projects under Peninsula College, Workforce.

### **Shaping the EDC Team, growing community engagement together**

In August, EDC Team Jefferson hired two employees with specific expertise to help achieve our next phase of growth.

- Patty Schmucker joined our team as an already experienced business owner, business advisor and trainer. She is providing our 1:1 no-cost business advising and supporting other EDC efforts like strategic work planning and marketing. Patty is contributing to EDC engagement by utilizing her 45 years of business experience. During her first 90 days Patty saw 47 companies, providing 120 hours of business coaching, as well as developing and delivering a 4-month business series. To read more about the outcomes go to [Addendum A](#).
- Nick Walker joined the EDC in August and comes from a background of Finance and Philanthropy. As Finance and Engagement Manager, he will expand the EDC's capability to promote economic development by cultivating financial tools and networks that lead to increased capacity for our organization and community.
- Laura Brooks who started in May 2024, is our Operations and Communications manager. She manages the membership program and has been leading the hosting of the EDC partner convenings, including quarterly community mixers. She assists with grant writing and reporting and is significantly improving communication channels, including a newsletter, and ongoing social media posting; for the full marketing analytics report go to [Addendum B](#).

## **EDC Board Activity Summary July - December 2024**

During the second half of 2024, the Economic Development Council of Jefferson County (EDC) Board of Directors focused on strengthening its foundation, refining strategic goals, and enhancing partnerships. These efforts ensured the EDC's continued role as a catalyst for regional economic progress.

**Strengthening Partnerships and Leadership** - The Board redefined its relationship with the Public Sector Cabinet (PSC), to focus on collaborative planning. The PSC requested EDC's support in shaping an economic framework and providing data for public sector planning. Additionally, the Board established a process for selecting a new Executive Director, if needed. We welcomed new Board member Ben Fraser of Port Townsend Paper Company. The Board is seeking to add specific expertise in the future.

**Strategic Planning and Outreach** - August's strategic retreat, facilitated by an external expert, clarified priorities in four areas: business advising, workforce development, economic leadership, and Board/staff growth. The Board also developed key messaging on the EDC's mission and impact to better equip members in promoting the organization to stakeholders.

**Presenting Data and Frameworks** - The Board presented critical economic data to the PSC and was introduced to the "Wealth Works" framework—a model that measures prosperity through community well-being alongside business growth using 8 Capitals: intellectual, financial, natural, cultural, built, political, individual and social.

**Adopting an Action Agenda** - The Board adopted a revised budget and introduced an “Action Agenda” to guide future efforts. The Wealth Works framework was presented again to the PSC, sparking discussions on community performance across its eight capitals.

## EDC Team Jefferson Initiatives

The EDC board’s strategic planning process has identified five key goals that guide our work. Each goal represents a core priority in fostering sustainable economic growth, supporting local businesses, and strengthening community resilience. Throughout this report, we detail the strategic initiatives, programs, and actions undertaken by EDC staff, highlighting how each effort aligns with and advances these goals. The following sections are organized according to the five strategic goals:

### Cultivate Human Potential

#### Center Inclusivity, Equity, Diversity, and the Cultivation of Resilience

#### Engage in Active Community Networking

#### Deepen Our Relationship with the Living World

#### Celebrate Our Local Culture and Place

## Cultivate Human Potential

*This goal underscores our commitment to fostering individual and collective growth through direct services, such as business advising, targeted training programs, and other innovative efforts. By providing a variety of trainings, including business planning and access to capital, we strengthen local capacity and create pathways for sustainable economic development.*

### EDC Results Reported to Dept. of Commerce for July 1 to December 31, 2024

The following data describes the impact of investments made in EDC Team Jefferson through measurable work performed assisting people operating small businesses in the community, County wide. These metrics reflect the work done primarily by the EDC Staff, and the contributions of our technical service partners, including:

- EDC Team Jefferson's Business Services Director - growth stage businesses, expansions, and turnarounds
- The Center for Inclusive Entrepreneurship - Microenterprises and startups
- The Small Business Development Center - for profit growth stage businesses
- APEX Accelerator - Government contracting

### Combined Scorecard Summary (July–December 2024):

- **New Jobs Created:** 51
- **Jobs Retained:** 377
- **New Investments:** \$140,000
- **New Loans Issued:** \$1,567,653
- **New Startups Launched:** 21

- **Total Businesses New/Retained:** 132
- **Advising Hours Provided:** 483
- **Advising Sessions Conducted:** 220
- **Businesses Trained:** 22
- **Federal Contracts Secured:** \$601,121
- **HUBZone Certifications:** 4

From July to December 2024, the EDC and its partners delivered vital services that directly support small businesses in Jefferson County. These efforts help entrepreneurs navigate challenges, access capital, and seize opportunities for growth. By offering tailored advising, fostering new business launches, and connecting businesses with critical resources like access to funding and training, the EDC plays a pivotal role in building local economic resilience. These deliverables are not just numbers—they represent strengthened businesses. To see the detailed data, visit the [Combined Business Retention & Expansion Activity Scorecard Data July–December 2024](#)

### **Small Business Trainings**

EDC Team Jefferson offered two training series during this reporting period, The Jefferson County Farmers Market (JCFM) Winter Business Series and the Monthly Marketing Lab.

**Jefferson County Farmers Market Business Advising/Training Collaboration** - This program was funded by a USDA grant secured by the Jefferson County Farmers Market (JCFM), which allocated \$8,000 to the EDC to develop and deliver the training/advising components of the grant. The no-cost 4-part Jefferson County Farmers Market (JCFM) Winter Business Series supports the growth and resilience of the unique Jefferson County community of farm/agricultural, prepared food, personal products, makers/vendors, and residents that aspire to sell products or services at the JCFM through training on financials, business planning, pricing, product innovation, marketing, and branding. Monthly workshops include weekly cohort meetings for deep dives on each topic, peer to peer learning, 1:1 and group coaching. Our goal is to educate and support over 30 local businesses with the resources and expertise they need to sustainably grow.

**Monthly Marketing Lab** is a low-cost/free to members, monthly 2-hour class run by local marketing business owner, Kim Carver, a contractor for the EDC. She teaches cost-saving strategies, tools, and tips for small business owners so that they can manage their marketing while running their businesses and attending to their lives. Kim's class topics change every month and are chosen and developed based on a combination of industry trends and local needs. Examples of past class topics include: DIY Smartphone Videography, Creating Affordable Ads, Mastering Instagram Stories.

### **Access to Funding/Capital**

Helping businesses prepare for new capital investment through strategic and financial planning. The EDC has successfully referred businesses to new and existing financing opportunities, including LION, local and regional banks, and grant sources. LION lending will be reported on in the end of the year. See [Addendum A](#) for aggregate loan amounts.

## Valuation Reports for Business Clients

Three Valuation Reports have been provided to Jefferson County businesses July-December 2024. We are discontinuing this service in-house at this time but will continue to provide a list of certified appraisers and other professionals that support succession activity for businesses to choose from.

## Center Inclusivity, Equity, Diversity, and the Cultivation of Resilience

*This goal guides our efforts to create a more equitable economy by increasing access to business advising, addressing employment gaps, and serving historically underserved communities. By increasing access to critical services and accurate economic data, we aim to foster resilience and ensure that opportunities are shared across the community.*

### Recompete - Overview of the grant award and its objectives:

EDC Team Jefferson is a member of The North Olympic Peninsula Recompete Coalition (NOPRC), which was awarded \$35MM in Recompete grant funding to address our region's higher than average Prime-Age Employment Gap. This grant supports programs to address barriers faced by people in the age range 25-54 who are not in the labor force. NOPRC's component projects, listed in [Addendum D](#), are designed to work together by building a robust support network for individuals facing barriers to labor force participation, developing sustainable maritime and natural resources industries, connecting people with the skills and abilities to enter these industries, and building the capacity and engagement of Tribes and underserved communities. EDC Team Jefferson' subaward amount: \$1.2MM over 5 years. As a part of the Recompete Workforce Development Project, under lead agency Peninsula College, our sub-projects include:

**A five-year Train the Trainer Program for new business advisors.** 75% of all businesses in Jefferson County are microenterprises. Over the 5-year grant period, this program will train, mentor, and assist with the placement of 25 new business advisors, including a part-time advisor for South Jefferson County, employed by the EDC, throughout the two-county region. We believe that "Living Wage" conditions can be created by helping both entrepreneurs and established businesses increase their efficiency and profitability leading to investments and new growth in hiring.

**Hiring a full-time Community Workforce Development Coordinator.** This role at the EDC will serve as the backbone of our workforce development efforts. One of the obstacles experienced by those in the Prime Age Employment Gap is acquiring the training required by local businesses that seek to hire. By housing a 1.0 workforce FTE Workforce Coordinator we are committing to outreach, seeking to understand the employment needs of businesses and organizations, communicating those needs to training institutions, interpreting state and regional services making them easy to find and understand, and assisting those creating pathways to employment for local youth.



**Strategic Collaboration:** EDC staff actively participate in North Olympic Peninsula Recomplete Coalition steering and subcommittees, contributing to regional economic strategy and planning.

## **WSMA Grant - Award Period: January 1 - June 30, 2025**

**Award Amount:** \$40,000

**Overview of grant objectives:** This grant addresses critical capacity-building needs for the EDC to serve rural maker businesses along the highway 101 corridor and beyond. The program will provide a mix of technical assistance, marketing education and support for 60 rural microenterprises, including Indigenous-owned businesses.

Details to be provided once the grant is awarded.

## **Economic Data**

The [EDC Team Jefferson's Data & Reports page](#), provides economic data on population, labor/employment, wages and income. In addition, data is provided regarding health, housing and agriculture as indicators of community thriving and resilience. The EDC board and staff continue to work on the identification and evolution of a basket of indicators that reflect meaningful change in Jefferson County over time, and our progress toward a livable future.

## **Engage in Active Community Networking**

*This goal emphasizes the importance of connection, collaboration, and shared learning. We foster these through regular community mixers, active stakeholder engagement, and development efforts. By creating spaces where businesses and organizations can engage meaningfully, we strengthen the social fabric that drives economic success.*

## **Community Mixers**

During the last 6 months the EDC held two in person gatherings to hear from the community about challenges and successes and to support meaningful networking. Here is a summary of each session.

**Summer Mixer “Get to Know Your EDC & Farewell to Douglas”** - The Summer Mixer was a chance for EDC to introduce our new staff members and say a proper farewell to Douglas Hammel, EDC’s former Director of Business Services who was retiring. There were 25 in attendance, including local business owners, non-profit leaders, engaged community members, and two EDC board members. One of the engagement activities was sharing out the results of the community feedback survey we did at our Spring mixer. The feedback helped sharpen the EDC’s focus in addressing critical gaps and advancing targeted initiatives that directly support Jefferson County’s businesses and residents. To read a summary of the community feedback results from the Spring mixer, along with EDC’s response, visit the [Blog Post](#).



**Fall Mixer “Connecting with Heart: Shaping our Future” Community Feedback:** We welcomed over 30 attendees to the autumn event. The event was designed to foster networking and to gather insights about the needs, aspirations, talents, and opportunities in Jefferson County. Through activities like the Gallery Walk of Connection Boards, participants shared their feedback. Visit the blog post on our website to read the feedback and [EDC’s Response](#)

## Stakeholder and Community Engagement

The EDC actively collaborates with a wide network of organizations, agencies, and businesses to strengthen the local business ecosystem and foster economic growth. Our network spans multiple sectors, including small business support, workforce development, financing, community action, advocacy, and public-sector engagement. Below are the categories and the organizations that EDC engaged with during this reporting period:

- **Business Advising and Entrepreneurship Support** - We work closely with several organizations dedicated to supporting entrepreneurs and small businesses. These include the Small Business Development Center (SBDC), the Center for Inclusive Entrepreneurship (CIE), and Enterprise for Equity.
- **Workforce Development and Training**  
We engage with workforce partners including the Olympic Workforce Development Council, WorkSource WA, Peninsula College, and the North Olympic Peninsula Recompete Coalition to support workforce development. We also collaborate with Jefferson County Workforce Development Strategic Planning Group, county high schools, and the regional job fair through Skillmation and The Production Alliance.
- **Public and Governmental Engagement**  
Relationships with public entities enable us to support regional development. We maintain ongoing engagement with Jefferson County, the City of Port Townsend, the Port of Port Townsend, and PUD/County initiatives like the Hadlock sewer project. We also participate in the North Olympic Legislative Alliance, Department of Commerce programs, and the Intergovernmental Collaborative Group. Our involvement in public-sector initiatives includes quarterly meetings with the Public Sector Cabinet and contributing to the City and County’s comprehensive planning.
- **Capital Access and Funding**  
We support businesses by facilitating access to various funding sources. This includes local banks, Credit Unions, CDFIs, local lending groups, and Philanthropy Roundtables (Community Foundations, Donor Advised Funds, etc). Additionally, we provide businesses with government contracting assistance through our referral partner APEX Accelerator.
- **Community Connections and Advocacy**  
The EDC plays a role in advancing community initiatives, like housing and conservation by networking with organizations like Housing Solutions Network, Olympic Housing Trust, and Jefferson Land Trust. We collaborate with local markets, including the Jefferson County Farmers Market, and support circular economy efforts alongside stakeholders from Repair/Reuse and the NextCycle Seattle program, Local 20/20, and the Jefferson Timber Cooperative.

- **Networking and Events**

EDC hosts quarterly community gatherings and participates in regional events such as WA. Economic Development Association (WEDA) Conferences, USDA conferences, and Dept of Commerce Best Practices meetings. Locally, we host CEO breakfast group, and are members of the Quimper Events Collective, Port Townsend Film Festival, and The Production Alliance. We also engage with regional industry-specific gatherings like the Natural Resources Innovation Center. Community networking includes Finnriver, Creativity Cove, Northwind Art Center, the North Hood Canal Chamber of Commerce, NW Maritime Center, and NW School of Wooden Boatbuilding.

- **Data Services**

We provide data-sharing support for our Jefferson County community through access to publicly available data from the Employment Security Department of Washington State and the [Sea Grant WA Coast Economists Dashboard](#) where you can find specific data relative to our county for grant writing and reports. We also post reports with relevant local data from the Chmura Economics Jobs EQ database.

## **EDC Staff Board Service and Advisory Roles**

The EDC's commitment to regional development extends to board service and participation in key advisory roles. During this reporting period EDC served on the North Olympic Peninsula Reconnect Coalition, Olympic Workforce Development Council Board and its Youth Committee, the SBDC Advisory Board, the Jefferson County PIF Board, and the Washington State Center for Employee Ownership Steering Committee.

## **STEM, Kitsap School District Service Contract Grant**

**Award Period:** October 1, 2023 to June 30, 2025

**Award Amount:** \$5,000/year for two years

**Overview of grant objectives:** EDC Team Jefferson provides quarterly workforce data updates for Jefferson County to the West Sound STEM Network, including updates on high demand occupations in Jefferson County in both quantitative and qualitative forms. Local employers are introduced to the Network when appropriate.

**Grant impact and future plans:** Providing Jefferson County quarterly workforce data updates to the West Sound STEM Network is a part of a developing workforce strategy that improves understanding of employer needs and relays quantitative and qualitative local workforce data to training institutions, ensuring the development of pathways to employment over time.

## Deepen Our Relationship with the Living World

*This goal reflects our dedication to aligning economic activities with environmental stewardship. By promoting sustainable practices and reducing waste, we promote innovation and support regenerative practices that benefit both the economy and our ecosystem.*

### Washington Department of Commerce (Grant Writer Grant)

**Award Period:** January- June 30, 2024

**Award Amount:** \$ 16,000

#### **Overview of the grant award and its objectives:**

This grant enabled the EDC to contract with a grant professional for identifying funding opportunities and preparing grant submissions.

#### **Grant Impact and Future Plans:**

The EDC secured funding to hire a grant writer for supporting local forest product initiatives. With the award, the primary focus for 2025 is forest products, funding feasibility and marketing studies for establishing a wood processing facility operated by local forest product stakeholders. This group of diverse wood economy business owners seeks to foster circular systems that promote and enrich Jefferson County's unique and sensitive forests. These partners aim to add value to regional wood products, fostering sustainable forest management, skilled job creation and circular economy initiatives.

## Celebrate Our Local Culture and Place

*This goal underscores everything we do at the EDC, is at the heart of the 'Why', guiding our efforts to support local initiatives, foster community connections, and promote sustainable economic growth rooted in the unique heritage and natural setting of Jefferson County.*

To celebrate our local culture and place is to honor the living systems, human and natural, that have shaped Jefferson County's identity. And to remember that sustainable economic growth does not have to be extractive. Our region flourishes when we nurture what makes this place alive: its ecosystems, its people, and the long arc of its story.

We are not separate from the land, we are held by it. Our forests breathe with us. The coastlines, carved by wind and water, remind us of the power of slow, steady transformation. Our farmlands, cultivated by many hands over many generations, ground us in cycles of growth and renewal. In this place, industries could emerge in relationship with the landscape rather than as isolated enterprises: forestry that balances use with restoration, maritime trades that honor traditions while charting new ones, and agricultural practices that sustain both soil and body.

A new approach to economic development is unfolding in the work of local businesses adopting circular economy principles, rethinking waste, and increasing efficiency through collaboration. We see it in forest initiatives that prioritize long-term health over short-term gain, with potential to transform

the timber industry. The Jefferson Land Trust's conservation work, including projects like Chimacum Forest, reflect an understanding that we are stewards, not owners, of this land. These efforts are not just acts of preservation; they are commitments to ensuring that future generations inherit a place that can sustain them as it has us.

Celebrating our culture means acknowledging the essential role of those who tend it—those who create, care, and connect. From volunteer-driven efforts like the Quimper Events Collective to the artist-business owners whose creations elevate the community, like the west end makers whose work found a new audience at the Chautauqua Makers Market - creativity is a communal act. It exists in the spaces where we gather, share, and learn from one another.

Inclusivity is vital to our wellbeing and prosperity. Just as an ecosystem thrives through biodiversity, so too does our community flourish when every voice is heard and valued. More businesses are exploring shared ownership models and engaging in foundational conversations about diversity, equity, and inclusion. These are not always easy, but they are necessary, reminding us that a healthy place is one where everyone belongs, and everyone benefits.

Our curiosity and willingness to experiment, collaborate, and innovate, is a regenerative force. From the Maritime Center's pathways to youth employment, which honor traditional maritime skills while equipping the next generation coming to understand the sea through the lens of maritime trades and science, to businesses exploring cooperative models, we see a future that is not built on endless growth, but on the careful tending of relationships. Collaboration is our strength, and in working together, we create something far more enduring than profit—resilience.

Jefferson County will continue to be unique not because it resists change, but because it evolves and adapts with intention and care. It can be a place where people and landscapes co-evolve. At the EDC, we see ourselves as partners in that process—nurturing the conditions for our shared home to remain vibrant, dynamic, and whole.



Thank you to our partners, community stakeholders, and members!

## ADDENDUMS

### ADDENDUM A - Combined Business Retention & Expansion Activity Scorecard Data July-December 2024

Combined Scorecard Data											
July-Dec 2024	Jobs-New	Jobs-Retained	Investment-New	Loans-New	Startups-Only	Total Businesses New/Retained	Advising Hours	Advising Sessions	# Businesses Trained	\$ Federal Contracts	Hub Zone Certification
EDC	16	191	\$140,000.00	\$590,000.00	16	72	228	220	4		
SBDC and CIE	32	13		\$977,653.00	4	28	203	not reported	not reported		
Apex	3	173			1	32	52		18	\$601,121.00	4
Tree Ring											
Commerce Enterprise for Equity											
<b>Total</b>	<b>51</b>	<b>377</b>	<b>\$140,000</b>	<b>\$1,567,653</b>	<b>21</b>	<b>132</b>	<b>483</b>	<b>220</b>	<b>22</b>	<b>\$601,121</b>	<b>4</b>

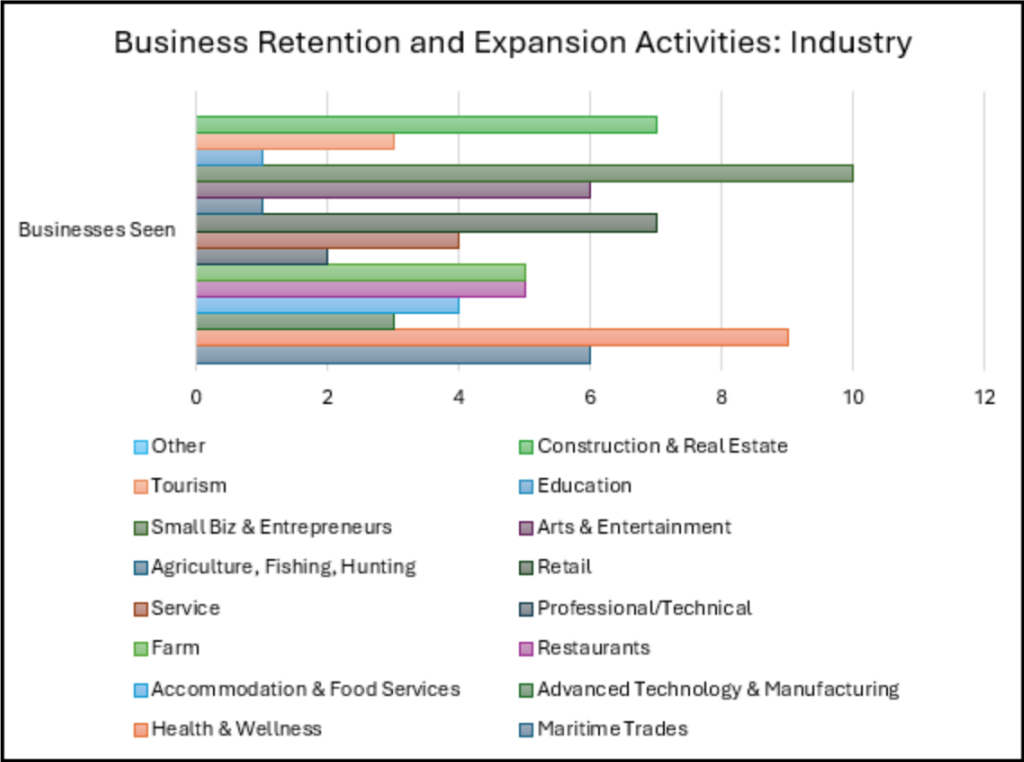
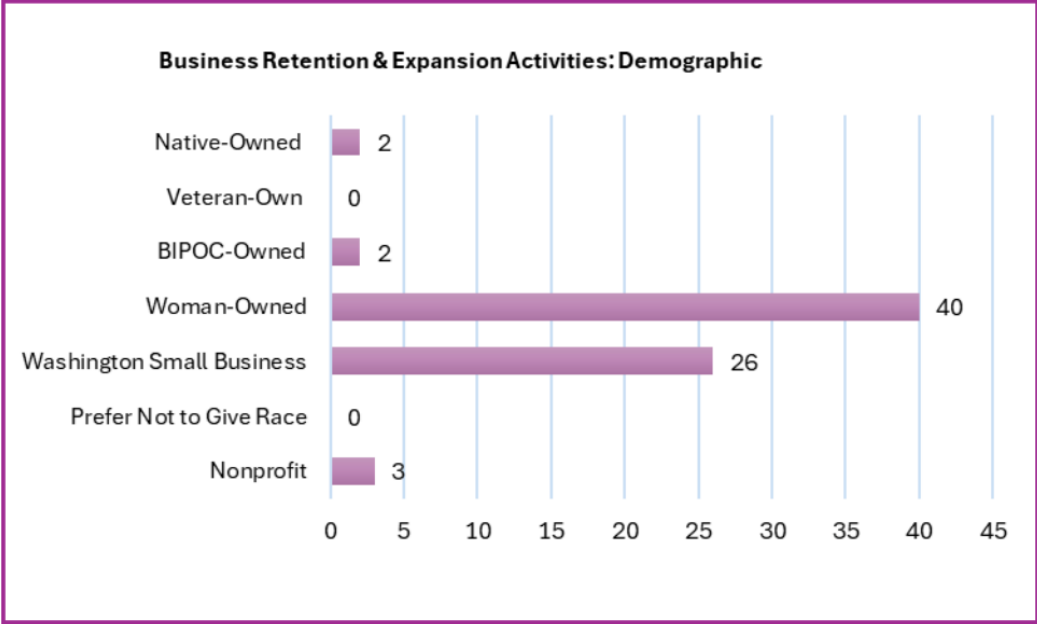
The following data describes the impact of investments made in EDC Team Jefferson through measurable work performed assisting people operating small businesses in the community, County wide. These metrics reflect the work done primarily by the EDC Staff, and the contributions of our technical service partners, including: EDC Team Jefferson's Business Services Director - growth stage businesses, expansions and turnarounds; The Center for Inclusive Entrepreneurship - Microenterprises and startups; The Small Business Development Center - for profit growth stage businesses, and APEX Accelerator - Government contracting.

#### EDC Results Reported to Dept. of Commerce for July to December 2024

The following table and charts describe the impact of investments made in EDC Team Jefferson through measurable work performed in the community, County wide.

CAI Business Advising Interactions FY 2024-25			
Type	Goal	Actuals to Date	Percent of Goal
Business Retention & Expansion	70	50	71%
Recruitment	4	2	50%
Training	20	14	70%
Startup Support	5	14	280%
Export Assistance	4	2	50%





The scale at the bottom of each graph indicates number of businesses seen.

## ADDENDUM B - Marketing Analytics Report, July-December 2024

Includes only platforms with trackable ROI

### Number of individuals who visited website:

- July-Dec 2022: 3181
- Jan-June 2023: 3704
- July-Dec 2023: 4053
- Jan-June 2024: N/A – no data due to new website construction and launch
- July-Dec 2024: 3549

### # of users accessing key pages

- Free Business Advising: 110
- Community Discussion: 906
- Data & Reports: 160

**NOTABLE:** The Jefferson County Farmers Market (JCFM) class series had 248 people interested enough to read more, likely due to efforts by enews, JCFM staff, social media, and word of mouth.

### Podia Enews 1413K Subscribers

- 972 subscribers opened at least one of our emails since July 2024.
- 411 subscribers clicked links to learn more about programs.

**SUMMARY:** This is above average for opens and link clicks.

### Instagram (IG)

- Clicks on links we shared: 387
- Content interactions: up 100%
- Organic reach: 4,869, up 24%
- Paid reach: 7,443, up 38%
- Total JeffCo residents & visitors reached: 11K

**SUMMARY:** Instagram is excellent for reaching visitors, and promoting networking among small business owners, but an increase in ads and non-local content is making it less viable than FB for EDC brand awareness lately.

### Facebook (FB)

- Clicks on links we shared: 842
- Content Interactions: up 430%
- Organic reach: 5,554, up 80%
- Paid reach: 14,679, up 122%



- Total JeffCo residents & visitors reached: 18,179

**SUMMARY:** Many county residents are defaulting to FB again for community content not easily findable on TikTok/IG/X. Our focus for now is shifting back to FB and less on IG.

#### Paid Content

- Each ad reached between 1K-7K people. Avg ad prices \$15-\$100
- We paid \$1,211 to Meta for ads
- We pay \$35-100 in labor per ad

**SUMMARY:** The cost per person reached has steadily gone up for a decade but almost doubled in the last year. Buying ads is a strategy to increase reach, high reach helps with branding, community awareness and word of mouth advertising. ROI remains trackable-not the case with trad adverts.

#### Other Efforts

A new and very effective “guerrilla marketing” strategy has been to post in larger local FB groups, as these groups have now doubled or tripled in size in the last few years (11K-24K members). Overt promotional content is inappropriate for these forums. We spark authentic community conversations and respond to commenters in a positive, helpful way. These posts have each garnered hundreds of thoughtful comments.

## **ADDENDUM C - SBDC Partnership Activity & Impact Report**



## Washington SBDC & ADO Partnership County Activity & Impact Report

**County: Jefferson**

**Quarter Total Date Range: 10.1.24...12.31.24**

**Year to Date Range: 7.1.24...12.31.24**

<b>Data Elements</b>	<b>Year to Date</b>
<b>CASE TOTALS (Clients)</b>	
Number of Clients Counseled	28
Number of New Clients	8
<b>Company Status</b>	
Pre-venture/Nascent	15
Startups	4
In Business	9
<b>CASE TOTALS (Total Hours)</b>	
All Prep + Contact Client Hours	203
New Client Hours	18
<b>CASE TOTALS (Impacts)</b>	
Capital Infusion	\$977,653
Number Businesses Created	3
Jobs Created	32
Jobs Saved/Retained	13
Jobs Supported (In Business)	84
<b>DEMOGRAPHICS (Type of Business, # of Clients)</b>	
Accommodation and Food Services	3
Agriculture, Forestry, Fishing and Hunting	2
Arts and Entertainment	4
Construction	0
Educational Services	1
Finance and Insurance	0
Healthcare and Social Assistance	2
Management of Companies and Enterprises	0
Manufacturing	2
Professional/Technical Services	3
Real Estate, Rental and Leasing	0
Research and Development	0
Retail	2
Service	6

Technology Services	0
Transportation and Warehousing	0
Wholesale	0
No Response	3
<b>DEMOGRAPHICS (Business Ownership Gender)</b>	
Male	3
Female	11
Male/Female	3
No Response	11
<b>DEMOGRAPHICS (Ethnic Background - Race)</b>	
American Indian or Alaskan Native	0
Asian	0
Black or African American	1
Native Hawaiian or Pacific Islander	0
Multiracial	2
White	23
No Response	2
<b>DEMOGRAPHICS (Ethnicity)</b>	
Hispanic	3
Non-Hispanic	21
No Response	4
<b>DEMOGRAPHICS (Business Ownership Vet. Status)</b>	
Veteran	0
Service-Disabled Veteran	0
Non-veteran	16
No Response	12
<b>COUNSELING ACTIVITY (Areas of Counseling, # of Sessions)</b>	
Business Accounting/Budget	0
Business Plan	6
Buy/Sell Business	1
Cash Flow Management	0
COVID-19 Related	0
Financing/Capital	2
Human Resources/Employee Mgt.	1
International Trade	0
Managing a Business	8
Marketing/Sales	5
Start-up Assistance	16
No Response	0
Other	28

*All impacts are attributed and validated by clients and verified by SBDC management.*

*The Washington SBDC network, hosted by Washington State University, is an accredited member of America's SBDC.*

*Funded in part through a cooperative agreement with the U.S. Small Business Administration, institutions of higher education, economic development organizations and other public and private funding partners.*

## ADDENDUM D - Recompete Grant Component Projects

Project	Description	Lead
<b>NOPRC Governance Structure \$3.2 million</b>	Adds administrative Capacity to support ongoing Recompete strategy, including marketing/communications, data analysis, reporting, and grant management. Employs the recompete	<b>Clallam County</b>
<b>Olympic Peninsula Resource Hub \$9.8 Million</b>	Olympic Community of Health will broaden its Community Care Hubs by integrating resources for job coaching, benefits navigation, and workforce training. The goal is to create a one-stop-shop for people to connect with resources, including job opportunities from Recompete Partners. They will also distribute vouchers for childcare and transportation.	<b>Olympic Community of Health (OCH)</b>
<b>NOPRC Workforce Development Project \$6.9 million</b>	Begins/Expands Marine Technology, Natural resources, Welding, and transportation programs to meet industry needs. Increases mobile and virtual technologies to bring programs to remote regions. Distributes small business advising across the region and develops a workforce backbone in Jefferson County to build up an inclusive economy.	<b>Peninsula College</b>
<b><u>Tribal and Underserved</u></b>	Adds new economic development capacity to 5 area Tribes, including staff and support for specific Tribe-led projects. Provides funding for the most underserved	<b>NODC</b>
<b>Communities \$8.5 million</b>	communities in the region to participate directly in economic development opportunities. Meaningful engagement will deepen relationships and begin to repair harms caused by historical and persistent disinvestment in Tribal and underserved communities.	
<b>North Olympic Peninsula Barging Network \$6 million</b>	Purchases 3 vessels to provide barge service regionally and along the West Coast. This will reduce transportation costs of forest resources from the West End to the central and eastern regions for processing and manufacture, addressing the greatest challenge for local businesses to compete and enabling high-value products to be transported to distant markets.	<b>Port of Port Angeles</b>
<b>CRTC Thermal Wood Modification \$1.2 million</b>	Doubles the thermal wood modification capacity for CRTC manufacturing in-demand, advanced cross-laminated timber. Production uses carbon-storing, sustainably grown, harvested, and processed timber from the Makah Tribe.	<b>Composite Recycling Technology Center</b>

## ADDENDUM E – PIF Staffing Report

EDC Team Jefferson staff consists of three full-time salary positions and one ¾-time hourly position. Two of these positions are new in this time period due to staff turnover. Contractors are also used for grant-related deliverables and special projects.

<b>EDC Team Jefferson</b>					
<b>Statement of Activity by Class</b>					
<b>January - December 2024</b>					
	2.3 PIF	2.3.1 G&A	2.3.2 BRE– staff allocated	2.3.3 Board of Directors support	Total 2.3 PIF
<b>Revenue</b>					
Jefferson County 306 PIF	100,000.00				100,000.00
<b>Total 1. Funding Partners</b>	<b>\$100,000.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 100,000.00</b>
<b>Total Revenue</b>	<b>\$100,000.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 100,000.00</b>
<b>Gross Profit</b>	<b>\$100,000.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 100,000.00</b>
<b>2. Operating Expenses</b>					0.00
<b>5000 5. PAYROLL</b>					0.00
<b>5100 Salaries/Wages</b>					0.00
5101 Director		17,209.56	0.00	2,202.78	19,412.34
5102 Non-director - 1/2 Brinnon		20,449.64	21,953.02	0.00	42,402.66
5103 Finance/Acctg Manager		27,561.61	0.00	0.00	27,561.61
5104 Ops & Com Manager		14,322.07	0.00	0.00	14,322.07
<b>Total 5100 Salaries/Wages</b>	<b>\$ 0.00</b>	<b>\$ 79,542.88</b>	<b>\$ 21,953.02</b>	<b>\$ 2,202.78</b>	<b>\$ 103,698.68</b>
5200 Payroll Taxes		6,305.70	1,731.17	173.42	8,210.29
Health Insurance					0.00
Payroll Service Fees					0.00
<b>Total 5000 5. PAYROLL</b>	<b>\$ 0.00</b>	<b>\$ 85,848.58</b>	<b>\$ 23,684.19</b>	<b>\$ 2,376.20</b>	<b>\$ 111,908.97</b>
<b>Total Expenditures</b>	<b>\$ 0.00</b>	<b>\$ 85,848.58</b>	<b>\$ 23,684.19</b>	<b>\$ 2,376.20</b>	<b>\$ 111,908.97</b>
<b>Net Operating Revenue</b>	<b>\$100,000.00</b>	<b>-\$ 85,848.58</b>	<b>-\$23,684.19</b>	<b>-\$ 2,376.20</b>	<b>-\$ 11,908.97</b>
<b>Other Revenue</b>					
Interest Earned					0.00
<b>Total Other Revenue</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>
<b>Net Other Revenue</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>
<b>Net Revenue</b>	<b>\$100,000.00</b>	<b>-\$ 85,848.58</b>	<b>-\$23,684.19</b>	<b>-\$ 2,376.20</b>	<b>-\$ 11,908.97</b>

## ADDENDUM F - Financial Reports

### EDC Team Jefferson

#### Statement of Activity

July - December, 2024

	TOTAL
<b>Revenue</b>	
1. Funding Partners	
City of Port Townsend	20,600.00
Jefferson County	47,154.94
Jefferson County 306 PIF	50,000.00
Jefferson PUD	20,600.00
Port of Port Townsend	20,600.00
WA Commerce	44,002.80
<b>Total 1. Funding Partners</b>	<b>202,957.74</b>
2. Grants/Donations	
STEM-Services	3,250.00
<b>Total 2. Grants/Donations</b>	<b>3,250.00</b>
3. Business Activities Income	
Fee for Service	3,000.00
Membership Income	2,800.00
Sponsorship	2,500.00
<b>Total 3. Business Activities Income</b>	<b>8,300.00</b>
4. In-Kind Services	8,450.00
<b>Total Revenue</b>	<b>\$222,957.74</b>
<b>GROSS PROFIT</b>	<b>\$222,957.74</b>
<b>Expenditures</b>	
1. Program Expenses	
Grant-Related Contractor	5,000.00
Membership expenses	362.91
SBDC Advisor Contractors	3,750.00
<b>Total 1. Program Expenses</b>	<b>9,112.91</b>
2. Operating Expenses	
Advertising & Promotional	10,091.78
Bank Charges	175.00
Continuing Education	1,235.01
Dues & Subscriptions	246.04
Insurance	3,206.00
Janitorial	596.85
Licenses & Fees	20.00
Meals and Entertainment	792.83
Merchant Service Fees	268.10
Repair & Maintenance	618.68
Software & Internet Subscript	1,728.40
Sponsorships and Memberships	1,650.00
Supplies & Printing	461.98

	TOTAL
Travel & Mileage	1,461.62
Mileage Expense	331.65
Travel Meals	75.94
<b>Total Travel &amp; Mileage</b>	<b>1,869.21</b>
Website	1,071.70
<b>Total 2. Operating Expenses</b>	<b>24,031.58</b>
3. Legal & Professional Fees	250.00
Accounting and bookkeeping	10,486.25
Board Members Services	8,450.00
Computer Support Services	1,965.51
Consulting Fees	1,560.00
Contractor	6,349.86
Legal Support	490.00
<b>Total 3. Legal &amp; Professional Fees</b>	<b>29,551.62</b>
4. Occupancy/Utilities	
Garbage Service	378.84
Internet	539.70
Telephone	700.16
Triple Net Rent	6,878.88
<b>Total 4. Occupancy/Utilities</b>	<b>8,497.58</b>
5000 5. PAYROLL	
5100 Salaries/Wages	
5101 Director	56,437.50
5102 Non-director - 1/2 Brinnon	37,414.96
5103 Finance/Acctg Manager	37,018.87
5104 Ops & Com Manager	31,829.09
<b>Total 5100 Salaries/Wages</b>	<b>162,700.42</b>
5200 Payroll Taxes	13,436.58
Health Insurance	5,225.74
Payroll Service Fees	177.00
<b>Total 5000 5. PAYROLL</b>	<b>181,539.74</b>
<b>Total Expenditures</b>	<b>\$252,733.43</b>
NET OPERATING REVENUE	<b>\$ -29,775.69</b>
Other Revenue	
Interest Earned	3,890.07
<b>Total Other Revenue</b>	<b>\$3,890.07</b>
NET OTHER REVENUE	<b>\$3,890.07</b>
NET REVENUE	<b>\$ -25,885.62</b>

**EDC Team Jefferson**  
**Statement of Financial Position**  
As of December 31, 2024

	TOTAL
<b>ASSETS</b>	
Current Assets	
Bank Accounts	
1100 First Federal Checking ***7602	15,030.99
1200 First Federal Savings *****2737	127.49
1300 FF - Programs and Classes *2002	115.00
1310 Umpqua - Money Market*9217	588.67
1330 Sunflower Savings*4282	230,911.76
<b>Total Bank Accounts</b>	<b>\$246,773.91</b>
Accounts Receivable	
1350 Accounts Receivable (A/R)	24,001.40
<b>Total Accounts Receivable</b>	<b>\$24,001.40</b>
Other Current Assets	
1400 Prepaid Expenses	800.00
1450 Deposits Paid	1,391.45
<b>Total Other Current Assets</b>	<b>\$2,191.45</b>
<b>Total Current Assets</b>	<b>\$272,966.76</b>
Fixed Assets	
Accumulated Depreciation	-532.42
Office Equipment	1,758.10
<b>Total Fixed Assets</b>	<b>\$1,225.68</b>
<b>TOTAL ASSETS</b>	<b>\$274,192.44</b>
<b>LIABILITIES AND EQUITY</b>	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	5,269.00
<b>Total Accounts Payable</b>	<b>\$5,269.00</b>
<b>Total Current Liabilities</b>	<b>\$5,269.00</b>
<b>Total Liabilities</b>	<b>\$5,269.00</b>
Equity	
3000 Opening Balance Equity	1,170.83
3200 Retained Earnings	293,638.23
Net Revenue	-25,885.62
<b>Total Equity</b>	<b>\$268,923.44</b>
<b>TOTAL LIABILITIES AND EQUITY</b>	<b>\$274,192.44</b>

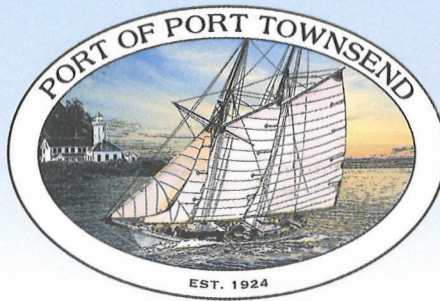


**ADDENDUM G - List of Vendors and Subcontractors****EDC Team Jefferson  
Transaction List by Vendor****July 1-December 31, 2024****Vendors**


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Adobe	Nonprofit Leadership Lab
Amazon	North Hood Canal Chamber
Anna White	North Olympic Development Council
<a href="https://www.bluehost.com">BlueHost.com</a>	NORTH OLYMPIC PENINSULA DATA CENTERS
Boat Haven Marina	NWAFM, PLLC
ConstantContact	Peninsula Daily News
Corvus Crafts, LLC	Philadelphia Insurance
Crowdfund Better	PODIA
Cynthia Koen	Port Of Port Townsend
Douglas Hammel	PT Leader
Eventbrite	QuickBooks/INTUIT
Facebook	Quimper Events Collective
First Federal Bank (v)	Regence Blue Shield
Hadlock Computer Services	Secretary Of State
Harland Clarke	Sirius Window Cleaning
Henery Do It Best	Skamania Lodge
Intermedia	Star Digital Copy Center
Jacob Perritt-Cravey	STRIPE
Janine Boire	The Apex Law Group PLLC
Jefferson Community Foundation	The Food Coop
Jotform Inc-Joglo	Umpqua Bank
Julie Knott	USPS
Khu Larb Thai	WA Parks
Kimberli Jei Carver (Kim Carver Marketing)	Wake & Wave Boards
Lead Groups Better	Washington State Ferries
Main Street Journal	WDOC
Merchants Benefits Admin/Senior's Choice	WEDA
Microsoft	WSU Sponsored Program Services
Murrays	Zoom
NameGig	

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Port Townsend, WA 98368



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January 22, 2025

Kevin Streett  
General Manager, Jefferson County PUD  
310 Four Corners Road  
Port Townsend, WA 98368

**Re: BEAD Application Support**

Dear Mr. Streett,

On behalf of the Port of Port Townsend, I am writing to support Public Utility District No. 1 of Jefferson County (JPUD)'s application for BEAD funding to build access to the remaining 1,200 homes and businesses unserved and underserved by access to broadband internet in Eastern Jefferson County.

JPUD has been a leader in obtaining funding to build fiber internet to rural areas. To date, JPUD has secured \$55M in state and federal grants to provide access to more than 5,000 homes; and has constructed nearly 200 miles of fiber to more than 1,000 homes in Quilcene, Chimacum, Discovery Bay, and Gardiner.

Residents in un and underserved areas often pay higher prices for internet access than customers in served developed areas. Some are forced to cobble connectivity together from multiple compromised and expensive technologies like satellite and cellular. That is if they can get internet access at all. Some are connected to deprecated copper facilities that have exceeded bandwidth capacities and with no plan for upgrades or expansion by the local provider. All are hindered from taking part in today's civic, economic, and scholastic environments.

Because of JPUD's extraordinary effort and success, the majority of its rural electric service territory customers will be served before BEAD funds are released. They will be able to fully participate in remote learning, work, telemedicine, and connect to family far and wide. The technology they use to connect, 10/10 Gbps fiber to the home or business, has far more capacity and reliability than that which connects most of urban America.

We strongly support JPUD's efforts to expand access to broadband internet in Eastern Jefferson County. We urge you to approve their application for BEAD funding.

Thank you for your consideration,

Sincerely,

A handwritten signature in blue ink, appearing to read "Eron Berg", is written over the typed name.

Eron Berg  
Executive Director

**Port of Port Townsend  
Upcoming Commission Meetings Calendar 2025 (Tentative Agenda Items)**

<b>Date/Time</b>		<b>Item/Topic</b>	<b>Location</b>	<b>Absent</b>
<b>Mon., Feb. 17</b>		<i>Holiday – Port Offices Closed</i>		
<b>Thurs., Feb. 20 5:00 pm</b>	Meeting	Intergovernmental Collaborative Group	Pav	CH
<b>Wed., Feb 26 5:30 pm</b>	Meeting	Res. Adopting a Non-Discrimination Grievance Procedure under Title II and VI and Designating a Coordinator	Pav	CH
<b>Wed., Mar 12 9:30 am</b>	Workshop	Quarterly Capital Improvement Project	Pav	PH
<b>Wed., Mar 12 1 pm</b>	Meeting	January 2025 Year to Date Financials Harbormaster Report Contract/Lease Update	Pav	PH
<b>Wed., Mar. 26</b>	Meeting	Tentatively Cancelled	Pav.	
<b>Wed/Thurs March 26/27 10am-3pm</b>	Retreat		Aero Museum Library 105 Airport Road, PT	
<b>Wed., Apr 9 9:30 am</b>	Workshop		Pav	
<b>Wed., Apr 9 1 pm</b>	Meeting	February 2025 Year to Date Financials Harbormaster Report Contract/Lease Update	Pav	
<b>Wed., April 23 5:30 pm</b>	Meeting		Pav	
<b>Wed, May 7 9:30 am</b>	Workshop	Pavilion Bldg., Point Hudson	Pav	
<b>Wed, May 7 1pm</b>	Meeting	March 2025 Year to Date Financials Harbormaster Report Contract/Lease Update	Pav	
<b>Wed/Fri., May 14-16</b>		WPPA Spring Meeting	Davenport, Spokane, WA	
<b>Thurs., May 15 - 5:00 pm</b>	Meeting	Intergovernmental Collaborative Group (Tentative – to be rescheduled)	Pav	
<b>Mon., May 26</b>		<i>Holiday -Port Offices Closed</i>		
<b>Wed., May 28 5:30 pm</b>	Meeting		Pav	

**Port of Port Townsend  
Upcoming Commission Meetings Calendar 2025 (Tentative Agenda Items)**

<b>Fri., July 4</b>		<i>Holiday -Port Offices Closed</i>		
<b>Wed., Jun 11 9:30 am</b>	Workshop		Pav	
<b>Wed., Jun 11 1 pm</b>	Meeting	April 2025 Year to Date Financials Harbormaster Report Contract/Lease Update	Pav	
<b>Thurs., Jun 19</b>		<i>Holiday – Port Offices Closed</i>		
<b>Wed., Jun 25 5:30 pm</b>	Meeting		Pav	
<b>June 25-27</b>		WPPA Finance and Administration Meeting	Marcus Whitman, Walla Walla	
<b>Wed., July 9 9:30 am</b>	Workshop		Pav	
<b>Wed., Jul 9 1 pm</b>	Meeting	May 2025 Year to Date Financials Harbormaster Report Contract/Lease Update	Pav	
<b>Mon-Wed. July 21-23</b>		WPPA Commissioners' Seminar	Semiahmoo, Blaine, WA	
<b>Wed., Aug. 13 9:30 am</b>	Workshop		Pav	
<b>Wed., Aug. 13 1 pm</b>	Meeting	June 2025 Year to Date Financials Harbormaster Report Contract/Lease Update	Pav	
<b>Mon., Sept. 1</b>		<i>Holiday -Port Offices Closed</i>		
<b>Wed., Sep 10 9:30 am</b>	Workshop		Pav	
<b>Wed., Sep. 10 1 pm</b>	Meeting	July 2025 Year to Date Financials Harbormaster Report Contract/Lease Update	Pav	
<b>Thur., Sep. 18</b>		Intergovernmental Collaborative Group	Pav	
<b>Wed., Sep. 24 5:30 pm</b>				
<b>Thurs. Sep. 25 - 4-9pm</b>		Port Boat Yard BBQ (potential quorum)		

**Port of Port Townsend  
Upcoming Commission Meetings Calendar 2025 (Tentative Agenda Items)**

<b>Sept. 25/26</b>		WPPA Environmental Seminar	Alderbrook Resort, Union	
<b>Wed., Oct. 8 13 9:30 am</b>	Workshop		Pav	
<b>Wed., Oct. 8 1 pm</b>	Meeting	August 2025 Year to Date Financials Harbormaster Report Contract/Lease Update	Pav	
<b>Wed., Oct. 22 5:30 pm</b>				
<b>Wed. Oct. 23/24</b>		WPPA Small Ports Seminar (No Commissioners Attending)	Campbell's Resort, Chelan	
<b>Tues., Nov. 11</b>		<i>Holiday -Port Offices Closed</i>		
<b>Wed., Nov. 12 9:30 am</b>	Workshop		Pav	
<b>Wed., Nov. 12 - 1 pm</b>	Meeting	Contract/Lease Update	Pav	
<b>Wed-Fri Nov. 19/21</b>		WPPA Annual Meeting	Marriott, Tacoma	
<b>Tues., Nov. 25 - 1 pm</b>	Meeting		Pav	
<b>Th/Fri. Nov. 27/28</b>		<i>Holiday -Port Offices Closed</i>		
<b>Thurs., Dec. 4 5pm</b>		Intergovernmental Collaborative Group (Confirm Date)	Pav	
<b>Wed., Dec. 10 9:30 am</b>	Workshop		Pav	
<b>Wed., Dec. 10 1 pm</b>	Meeting	Contract/Lease Update	Pav	
<b>Wed/Thurs. Dec. 24-25</b>		<i>Holiday -Port Offices Closed</i>		

# Washington State Ferries

FEBRUARY 2025

## System facts

- Created June 1, 1951
- Largest ferry system in the United States
- Post-pandemic ridership growth of 5.2 million since 2020, reaching 19.1 million riders in 2024
- Second-largest ferry system in the world for vehicles carried with more than 9 million in 2024
- Fleet of 21 auto-passenger vessels
- Operates 20 terminals on 10 routes (service to Sidney, British Columbia currently suspended)
- Nearly 2,000 employees
- 16 unions and 13 collective bargaining agreements

## Key functions

### Transit agency

- Third largest transit system in Washington (#1 King County Metro, #2 Sound Transit)

### Marine highway

- Part of state highway network, serving eight counties and British Columbia, Canada (international service suspended)
- Vital connection for emergency medical services on and off several islands

### Link in region's multimodal connections

- Priority loading for freight, bicycles, vanpools and carpools
- Vehicle reservations on two routes

### Mover of freight and goods

- Ferries specially constructed to accommodate commercial vehicles

### Tourism, economic development

- Major tourist attraction and icon of Washington state
- Critical link between more affordable housing on the west side of Puget Sound and key employment centers on the east side

### Safe, secure travel

- Enforce procedures to ensure the safety and security of passengers by working with the Washington State Patrol and U.S. Coast Guard

## Challenges

### Operations and Maintenance

- Aging fleet with nearly half of fleet over 30 years old
- Ferries in service 20+ hours a day, so it is difficult to find time for adequate maintenance
- Drydock capacity in Puget Sound limited and difficult to adjust for emergency repairs

### Workforce development

- Succession planning a critical priority
- Approximately half of vessel employees are 55 years old or older and may qualify for retirement in the next five to 10 years

## New construction

- Entry building and elevated walkway at Seattle's Colman Dock opened fall 2023, connecting multimodal terminal to city streets
- Opened new concrete and steel overhead pedestrian walkway at Bainbridge terminal in 2024 that is built to current seismic code, replacing the more than 50-year-old wooden one
- Gathering community input in the planning and design of the upcoming Fauntleroy Terminal Trestle and Transfer Span Replacement project
- Building up to five hybrid-electric Olympic-class ferries
- Converting the fleet's largest Jumbo Mark II-class vessels from diesel to hybrid-electric propulsion

## 2040 Long Range Plan

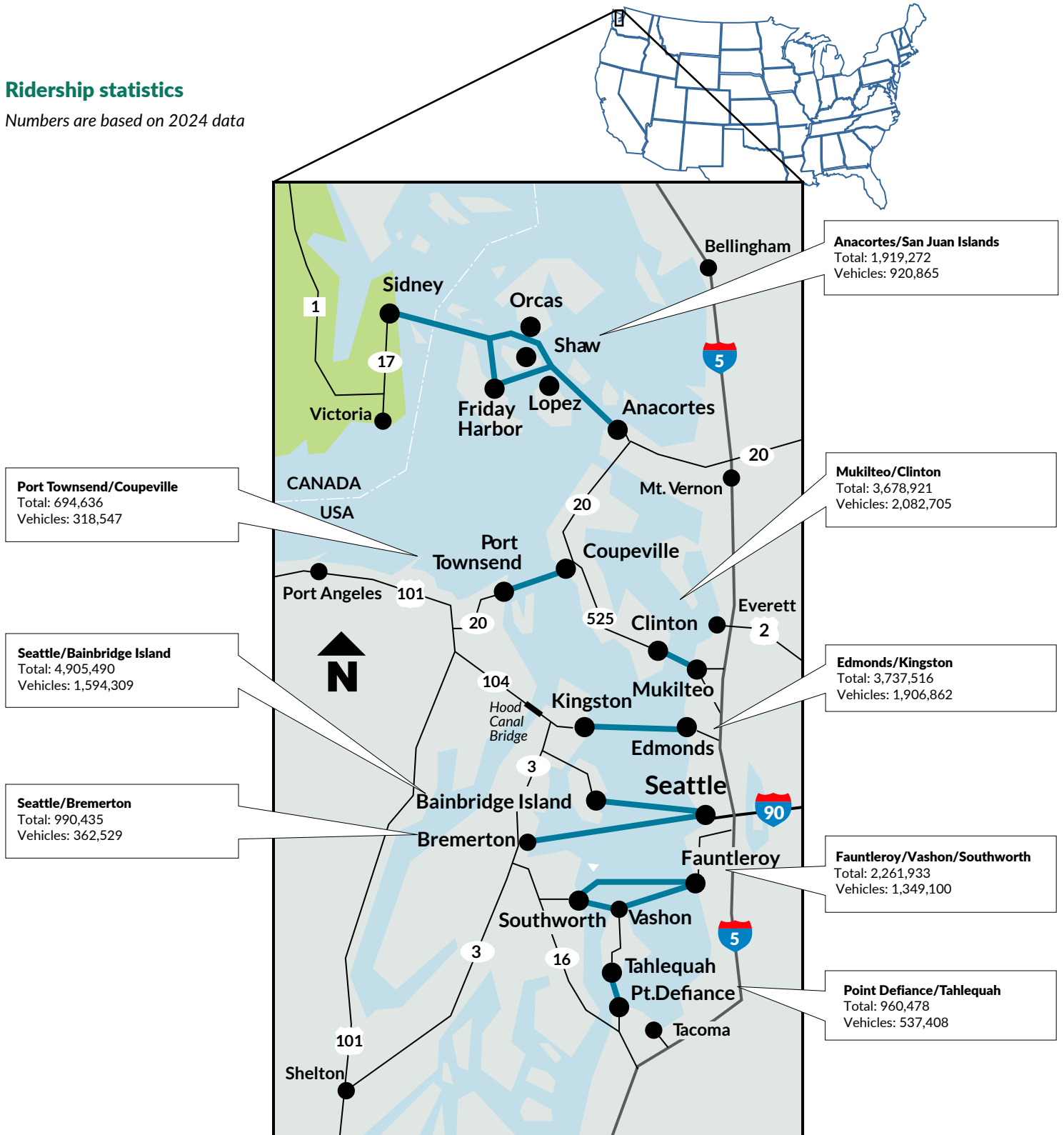
- Plans for the future of the ferry system through 2040
- Calls for 16 new ferries to replace aging vessels and help stabilize the fleet
- Considers ridership growth of 30% over the next 20 years





## Ridership statistics

Numbers are based on 2024 data



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

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