



REGULAR COMMISSION MEETING
Tuesday, March 12, 2024, at 9:00 am
338 W. First St, Port Angeles, WA 98363

AGENDA

The Regular Commission Meeting will be available to the public in person and remotely. For instructions on how to connect to the meeting remotely, please visit <https://portofpa.com/about-us/agenda-center/>

I. CALL TO ORDER / PLEDGE OF ALLEGIANCE

II. EARLY PUBLIC COMMENT SESSION (TOTAL SESSION UP TO 20 MINUTES)

III. APPROVAL OF AGENDA

IV. WORK SESSION

- A. Marine Terminal Utilization Report.....1
- B. Request from Clallam County for Funding NODC Broadband Action Team (BAT)

V. APPROVAL OF CONSENT AGENDA

- A. Regular Commission Meeting Minutes, February 27, 2024.....2-4
- B. Vouchers in the amount of \$642,801.97.....5

VI. COMPLETION OF RECORDS

- A. Monthly Delegation of Authority Report.....6-9

VII. PLANNING AND CAPITAL PROJECTS

- A. Sourcewell Co-op Agreement – Resolution 24-1292.....10-17
- B. John Wayne Marina Fuel System Repair – Purchase Authorization.....18-19
- C. 2023 Capital Projects Report.....20-22
- D. Log Yard Stormwater Treatment Improvements - Purchase.....23-25

VIII. LOG YARD

No items

IX. MARINE TRADES AND MARINE TERMINALS

No items

X. PROPERTY

No items



XI. MARINAS

No items

XII. AIRPORTS

No items

XIII. OTHER BUSINESS

- A. Item for Consideration - Washington EV Charging Program Award Acceptance.....26
- B. Item for Consideration – Timber Advisory Committee (TAC) Appointment.....27-30
- C. Letter of Support – Myno Carbon Clean Energy Fund.....31-32
- D. Letter of Support – Peninsula College Workforce Development Fund.....33-34

XIV. ITEMS NOT ON THE AGENDA

XV. COMMISSIONER REPORTS

XVI. PUBLIC COMMENT SESSION (TOTAL SESSION UP TO 20 MINUTES)

XVII. FUTURE AGENDA.....35

XVIII. NEXT MEETINGS

- A. March 26, 2024 – Regular Commission Meeting
- B. April 9, 2024 – Regular Commission Meeting
- C. April 23, 2024 – Regular Commission Meeting
- D. May 14, 2024 – Regular Commission Meeting

XIX. UPCOMING EVENTS

- A. Port Commission Washington DC Legislative Trip – March 19-22 – Washington DC
- B. AFRC Annual Conference – April 2-4, 2024 – Stevenson, WA
- C. Olympic Logging Conference – April 24-26, 2024 – Victoria, BC
- D. WPPA Spring Meeting – May 15-17, 2024 – Stevenson, WA
- E. Maritime Festival – June 8-9, 2024 – Port Angeles, WA

BROWN BAG LUNCH AND OPEN DISCUSSION WITH THE COMMISSION (TIME PERMITTING)



XX. EXECUTIVE SESSION

The Board may recess into Executive Session for those purposes authorized under Chapter 42.30 RCW, The Open Public Meetings Act.

XXI. ADJOURN

RULES FOR ATTENDING COMMISSION MEETING

- Signs, placards, and noise making devices including musical instruments are prohibited.
- Disruptive behavior by audience members is inappropriate and may result in removal.
- Loud comments, clapping, and booing may be considered disruptive and result in removal at the discretion of the Chair.

RULES FOR SPEAKING AT A COMMISSION MEETING

- Members of the public wishing to address the Board on general items may do so during the designated times on the agenda or when recognized by the Chair.
- Time allotted to each speaker is determined by the Chair and, in general, is limited to 3 minutes.
- Total time planned for each public comment period is 20 minutes, subject to change by the Chair.
- All comments should be made from the speaker's rostrum and any individual making comments shall first state their name and address for the official record.
- Speakers should not comment more than once per meeting unless their comments pertain to a new topic they have not previously spoken about.
- In the event of a contentious topic with multiple speakers, the Chair will attempt to provide equal time for both sides.

2023 Port of Port Angeles Terminal Usage

<u>Terminal 1</u>				
<u>Usage</u>	<u>Revenue</u>	<u>Days</u>	<u>Annual Utilization</u>	<u>Revenue Per Day</u>
Lay Berth	425,312	207	57%	2,055
Repairs	283,819	76.5	21%	3,710
	<u>709,131</u>	<u>283.5</u>	<u>78%</u>	<u>2,501</u>

<u>Terminal 1 - South</u>				
<u>Usage</u>	<u>Revenue</u>	<u>Days</u>	<u>Annual Utilization</u>	<u>Revenue Per Day</u>
Repairs	201,405	313	86%	643
Lay Berth	6,198	43	12%	144
	<u>207,603</u>	<u>356</u>	<u>98%</u>	<u>583</u>

<u>Terminal 1 - North</u>				
<u>Usage</u>	<u>Revenue</u>	<u>Days</u>	<u>Annual Utilization</u>	<u>Revenue Per Day</u>
MSRC	161,388	365	100%	442

<u>Terminal 3</u>				
<u>Usage</u>	<u>Revenue</u>	<u>Days</u>	<u>Annual Utilization</u>	<u>Revenue Per Day</u>
Lay Berth	116,183	88	24%	1,320
Log Ships	1,080,094	53	15%	20,379
Chips	310,353	17	5%	18,256
Repairs	17530.3	6.5	2%	2,697
Passenger	1963.72	1	0%	1,964
	<u>1,526,124</u>	<u>165.5</u>	<u>45%</u>	<u>9,221</u>



REGULAR COMMISSION MEETING
Tuesday, February 27, 2024, at 9:00 am
338 W. First St, Port Angeles, WA 98363
MINUTES

The Regular Commission Meeting will be available to the public in person and remotely. For instructions on how to connect to the meeting remotely, please visit <https://portofpa.com/about-us/agenda-center/>

Connie Beauvais Commissioner	Chris Hartman, Dir. of Engineering
Colleen McAleer, Commissioner *Excused Absence	Wilson, Easton, Public Works & FM Supervisor
Steve Burke, Commissioner	Caleb McMahon, Dir. of Econ. Development
Paul Jarkiewicz, Executive Director	Katharine Fraizer, Grants & Contracts Manager
John Nutter, Dir. of Finance & Admin	

I. CALL TO ORDER / PLEDGE OF ALLEGIANCE (0:00-0:40)

Comm. Beauvais called the meeting to order at 9:00 am.

II. EARLY PUBLIC COMMENT SESSION (TOTAL SESSION UP TO 20 MINUTES) (0:41-3:41)

James Taylor, Port Angeles, WA, complimented the Commission on the Port's overall performance and governance. He also explained his concerns with the Recompete Grant Application, and asked the Commission to review it carefully if they have the opportunity.

III. APPROVAL OF AGENDA (3:42-3:50)

- Motion to approve the consent agenda as modified: Comm. Burke
- 2nd: Comm. Beauvais
- Vote: 2-0 (Unanimous)

IV. WORK SESSION (3:51-32:34)

- A. Marine Trade Center Phase 2 Development – Project Overview
- Presentation: Chris Hartman
 - Discussion
 - No Action

V. APPROVAL OF CONSENT AGENDA (32:35-33:27)

- A. Regular Commission Meeting Minutes, February 13, 2024
- B. Vouchers in the amount of \$459,149.58
- Discussion
 - Motion to approve the consent agenda as presented: Comm. Beauvais
 - 2nd: Comm. Burke
 - Vote: 2-0 (Unanimous)

VI. COMPLETION OF RECORDS

No Items

VII. PLANNING AND CAPITAL PROJECTS (33:28-44:29)

- A. Facilities Maintenance (FM) Pole Building
- Presentation: Wilson Easton
 - Discussion
 - Motion to authorize the Executive Director to purchase a pre-engineered pole-building kit from Pacific Pole Buildings Inc. for an amount not to exceed \$50,000 and to self-perform this project: Comm. Burke
 - 2nd: Comm. Beauvais
 - Vote: 2-0 (Unanimous)

VIII. LOG YARD

No items



IX. MARINE TRADES AND MARINE TERMINALS

No items

X. PROPERTY

No items

XI. MARINAS

No items

XII. AIRPORTS

No items

XIII. OTHER BUSINESS (44:30-54:35)

A. Climate Pollution Reduction Grant Letter of Support

- Presentation: Katharine Fraizer
- Discussion
- Motion to sign the letter as presented: Comm. Beauvais
- 2nd: Comm. Burke
- Vote: 2-0 (Unanimous)

B. Representation - Clallam County Revenue Advisory Committee (CCRAC)

- Presentation: Paul Jarkiewicz
- Discussion
- Motion to appoint a primary (Comm. Beauvais) and an alternative individual (Paul Jarkiewicz) to serve on the Clallam County Revenue Advisory Committee: Comm. Burke
- 2nd: Comm. Beauvais
- Vote: 2-0 (Unanimous)

XIV. ITEMS NOT ON THE AGENDA

XV. COMMISSIONER REPORTS

XVI. PUBLIC COMMENT SESSION (TOTAL SESSION UP TO 20 MINUTES) (54:36-54:46)

XVII. FUTURE AGENDA (54:47-55:02)

XVIII. NEXT MEETINGS (55:03-55:11)

- A. March 26, 2024 – Regular Commission Meeting
- B. April 9, 2024 – Regular Commission Meeting
- C. April 23, 2024 – Regular Commission Meeting
- D. May 14, 2024 – Regular Commission Meeting

XIX. UPCOMING EVENTS (55:12-55:39)

- A. AFRC Annual Conference – April 2-4, 2024 – Stevenson, WA
- B. Olympic Logging Conference – April 24-26, 2024 – Victoria, BC
- C. WPPA Spring Meeting – May 15-17, 2024 – Stevenson, WA
- D. Maritime Festival – June 8-9, 2024 – Port Angeles, WA

BROWN BAG LUNCH AND OPEN DISCUSSION WITH THE COMMISSION (TIME PERMITTING)

XX. EXECUTIVE SESSION (55:40-57:05)



The Board may recess into Executive Session for those purposes authorized under Chapter 42.30 RCW, The Open Public Meetings Act.

- Comm. Beauvais recessed the meeting to convene an executive session. The anticipated length of the executive session is 60 minutes. The Commission may take action in public session following the executive session.
- Discussion: One (1) item concerning the legal risk of a proposed action that the agency has identified when public discussion of the legal risks is likely to result in an adverse legal or financial consequence to the Port. Discussing such matters in executive session is appropriate pursuant to RCW 42.30.110(1)(i). One (1) item concerning real estate sale, purchase, or lease, discussing such matters in executive session are appropriate pursuant to RCW 42.30.110.(1)(c).
- Recess: 5 minutes
- Start Time: 10:00 am
- Extended: 45 mins
- End Time: 11:45 am

Public Session of Commission Meeting Reconvened: 11:45 am

Commissioner Beauvais noted no action will be taken as a result of the executive session.

XXI. ADJOURN (57:06-57:11)

Comm. Beauvais adjourned the meeting at 11:46 am.

PORT OF PORT ANGELES
BOARD OF COMMISSIONERS

Connie Beauvais, President

Steven Burke, Secretary

**PORT OF PORT ANGELES
GENERAL FUND – LETTER OF TRANSMITTAL
VOUCHER APPROVAL**

We, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered, or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due, and unpaid obligation against the Port of Port Angeles, and that we are authorized to authenticate and certify to said claim.

SUMMARY TRANSMITTAL February 22, 2024 – March 7, 2024

Accounts Payable

	Begin Check #	End Check #		
For General Expenses and Construction				
Accts Payable Checks (computer)	417998	418039	\$	103,597.23
VOIDED/ZERO PAYABLE CHECKS				
Accts Payable ACH	002497	002533	\$	228,257.20
VOIDED/ZERO PAYABLE ACH				
Wire Transfer – Excise Tax			\$	6,813.99
Wire Transfer - Leasehold Tax				
Total General Expenses and Construction			\$	338,668.42
Payroll				
Employee Payroll – Draws (Direct Deposit)			\$	-
Voided Payroll Check			\$	-
Voided Checks ==Stub Overrun==				
Employee Payroll Checks PPD (Direct Dep)	002435	002496	\$	178,149.27
Wire Transfer – (Payroll Taxes, Retirement, Deferred Comp, L&I, OASI, PMFL)			\$	125,984.28
Total Payroll			\$	304,133.55
Total General Exp & Payroll			\$	642,801.97

Date: March 12, 2024

Port Representative

Port Representative

Commissioner, Steven D. Burke

Commissioner, Connie Beauvais

Commissioner, Colleen McAleer

MONTHLY REPORT TO THE BOARD OF PORT COMMISSIONERS
February 2024

SUBJECT: REPORTS REQUIRED UNDER THE PROVISIONS OF THE DELEGATION OF AUTHORITY

REPORT	NO ACTION	ATTACHED
Lease Renewals/Options and 1 Year or Less Agreements at Market Rates; Leases, Assignments, Subleases, Berthage/Dockage, & Miscellaneous (Use, Equipment, Hangar, Marina Slips)		X
Lease Bond, Rental Insurance Deviations	X	
Work Contracts (\$50,000 or less) Executed	X	
Work Contracts Completed	X	
Change Orders Authorized	X	
Work by Port Crews or Day Labor (\$50,000 or less)	X	
Claims Settled	X	
Professional & Consulting Services Awarded and Architectural, Engineering & Technical Services Awarded		X
Fees Waived		X
Uncollectible Accounts Written Off	X	
Experts Engaged for Litigation	X	
Grant Applications/Award	X	
Travel Outside WA, OR, ID and BC, Canada	X	
Surplus Personal Property (under \$10,000)	X	

**LEASES, RENEWALS, AMENDMENTS, MISC. AGREEMENTS and OPTIONS EXECUTED
of One Year or Less Approved by Executive Director
(In Accordance with the Delegation of Authority, Res. 20-1216*)**

February 2024

TENANT NAME	DOCUMENT	LOCATION	FORM OF SURETY	SQ FEET	TERM	MONTHLY RENT
Angeles Communications, Inc.	First Lease Renewal	1402 Fairchild Airport Terminal	\$1,687.50 on file	750 SF Warehouse	1 year 3.01.2024	\$585.00
PetroCard, Inc.	Term Lease	801 Marine Drive	3 months rent \$3,433.32	1,683 SF Warehouse	1 year 3.01.2024	\$1,144.44
Waterfront Automotive LLC	Second Lease Renewal	930 Marine Dr, Suite C	Waived with initial lease	2,400 SF office/warehouse	1 year 3.01.2024	\$1,512.00
WA Dept of Fish & Wildlife	Term Lease	930 Marine Drive, Suite E	Government	600 SF office	1 year 3.01.2024	\$685.00
AM Holdings, Inc.	Temporary License (Golf Cart Access)	400 Block Marine	Waived	20 ft strip	MTM	\$100/mo + LHT

* New Leases, Amendments, Agreements of One Year or Less Approved by Executive Director in accordance with the Delegation of Authority (Res. 20-1216 dated 02-13-2020) Section 1C, and for Marine Terminal Services Agreements (Res. 20-1216 dated 02-13-2020) Section 1F, provided that such agreements shall be for a term of one year or less.

**PROFESSIONAL & PERSONAL SERVICES
AWARDED BY THE EXECUTIVE DIRECTOR
(In Accordance with Delegation of Authority)
February 2024**

CONSULTANT	PROJECT	EST. COST	OTHER CONTRACT PROVISIONS
FBB Federal Relations	Federal Legislative Advocacy	\$49,980	None
The Beckett Group	State Legislative Advocacy	\$49,900	None
High Peak Strategy	Barging Feasibility Study	\$13,200	None
Velosio	Email migration and domain server upgrades	\$7,950	None

CUSTOMER FEES WAIVED BY MANAGEMENT

February 2024

CUSTOMER	REASON FOR WAIVER	AMOUNT OF WAIVER
Community Boating Program	Hoist and yard space to haul out lesson boats to clean and repair for upcoming season and space to build a new dock.	\$1800

**ITEM FOR CONSIDERATION
BY THE
BOARD OF PORT COMMISSIONERS**

March 12, 2024

SUBJECT: Resolution 24-1292 – Sourcewell Cooperative Purchasing Agreement

STAFF LEAD: Chris Hartman, Director of Engineering

RCW & POLICY REQUIREMENTS:

Interlocal Cooperation Act of 1967, RCW 39.34

BACKGROUND:

Under RCW 39.34.030, local government agencies may use another public agency's active contract for purchases of products, services, or public works. The lead public agency may be any other local government, state agency, federally recognized tribe, or public purchasing cooperative. The host agency may be located anywhere in the United States and is not limited to Washington State.

Local government agencies piggyback on contracts awarded by lead agencies, allowing the participating agencies to save time and obtain better prices and terms than they might be able to on their own.

ANALYSIS:

Sourcewell, a Minnesota purchasing cooperative, streamlines the procurement and purchasing process by developing requests for proposals for national competitive solicitations that result in contracts with vetted and responsive vendors and contractors. Utilizing the Sourcewell purchasing cooperative on select procurements would save the Port time in the solicitation and vetting processes. To participate in this cooperative, the Port must enter into an interlocal agreement (ILA), per RCW 39.34.030.

ENVIRONMENTAL IMPACT:

Executing an agreement with Sourcewell has no direct environmental impact.

FISCAL IMPACT:

Participation and membership in Sourcewell are free of charge, and there are no other charges or requirements to use their contracts. To fund this service, vendors pay a fee to Sourcewell each time their contract is used.

RECOMMENDED ACTION:

After consultation and review with the Port General Counsel, the Port Team recommends the Commission take the following three actions: 1) Introduce Resolution No. 24-1292, 2) If unanimous vote to introduce, adopt Resolution No. 24-1292, and 3) Authorize the Executive Director to execute the Interstate Compact with Sourcewell.

**RESOLUTION OF THE PORT OF PORT ANGELES APPROVING AN
INTERSTATE COMPACT WITH SOURCEWELL AND AUTHORIZING
THE PORT'S EXECUTIVE DIRECTOR TO ENTER INTO
COMPETITIVELY PROCURED COOPERATIVE PURCHASING
AGREEMENTS THROUGH SOURCEWELL**

WHEREAS, pursuant to Legislative authorization codified in RCW chapter 39.34, the Port is authorized to enter into agreements with other governmental entities for joint or cooperative action to furnish such goods and services as deemed appropriate by both parties.

WHEREAS, pursuant to Washington law, the Port is authorized to jointly exercise any powers or authorities conferred with another public agency of this or any other state to the extent the laws of each state allow, including entering into cooperative purchasing agreements for any goods or services pursuant to RCW 39.34.030(1).

WHEREAS, any such cooperative purchasing must be done in accordance with an agreement entered into between the participants pursuant to RCW 39.34.030(1).

WHEREAS, Sourcewell is a State of Minnesota local government unit and service cooperative created by the Minnesota legislature under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) and Minn. Const. art. XII, sec. 3, and as such under its enabling statute, Sourcewell is authorized to provide cooperative purchasing services to eligible members. Minn. Stat. § 123A.21 Subd. 7(23).

WHEREAS, Sourcewell follows the competitive contracting law process to solicit, evaluate, and award cooperative purchasing contracts for goods and services (Sourcewell Master Agreements). Sourcewell Master Agreements are made available through the joint exercise of powers law to eligible agencies. Minn. Stat. § 471.59 (2019).

WHEREAS, the Port desires to utilize certain of Sourcewell's competitively procured cooperative purchasing Master Agreements for itself as set forth in a Participation Agreement for each such Sourcewell Master Agreement.

NOW THEREFORE BE IT RESOLVED that:

1. The Interstate Compact Agreement ("Agreement") by and between the State of Washington acting by and through the Port of Port Angeles, a Washington State public port district and Sourcewell, a Minnesota local government unit attached hereto as **Exhibit A** is adopted, and

24-1292 Continued

2. The Port's Executive Director is authorized to enter into competitively procured cooperative purchasing agreements through Sourcewell, subject to reporting each instance to the Commission in writing.

ADOPTED by the Port Commission of the Port of Port Angeles at a regular meeting thereof held this 27th day of February 2024.

PORT OF PORT ANGELES
BOARD OF COMMISSIONERS

Connie L. Beauvais, President

Colleen M. McAleer, Vice President

Steve D. Burke, Secretary

EXHIBIT A
INTERSTATE COMPACT AGREEMENT
BETWEEN
THE PORT OF PORT ANGELES, A WASHINGTON STATE PUBLIC PORT DISTRICT
AND
SOURCEWELL,
A STATE OF A MINNESOTA LOCAL GOVERNMENT UNIT
REGARDING USE OF SOURCEWELL COOPERATIVE PURCHASING MASTER AGREEMENTS

Pursuant to RCW Chap. 39.34, this Interstate Compact Agreement (“Agreement”) is made and entered into by and between the State of Washington acting by and through the Port of Port Angeles, a Washington State public port district (“Port”) and Sourcewell, a Minnesota local government unit (“Sourcewell”, collectively “Parties”) and is dated and effective as of _____.

R E C I T A L S

- A. Pursuant to Legislative authorization codified in RCW chapter 39.34, the Port is authorized to enter into agreements with other governmental entities for joint or cooperative action to furnish such goods and services as deemed appropriate by both parties.
- B. Pursuant to Washington law, the Port is authorized to jointly exercise any powers or authorities conferred with another public agency of this or any other state to the extent the laws of each state allow, including entering into cooperative purchasing agreements for any goods or services. *See* RCW 39.34.030(1). Any such cooperative purchasing must be done in accordance with an agreement entered into between the participants. *See* RCW 39.34.030(1).
- C. Sourcewell is a State of Minnesota local government unit and service cooperative created by the Minnesota legislature under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21). *See* Minn. Const. art. XII, sec. 3. Under its enabling statute, Sourcewell is authorized to provide cooperative purchasing services to eligible members. Minn. Stat. § 123A.21 Subd. 7(23). Sourcewell follows the competitive contracting law process to solicit, evaluate, and award cooperative purchasing contracts for goods and services (Sourcewell Master Agreements). Sourcewell Master Agreements are made available through the joint exercise of powers law to eligible agencies. Minn. Stat. § 471.59 (2019).
- D. The Port desires to utilize certain of Sourcewell’s competitively procured cooperative purchasing Master Agreements for itself as set forth in a Participation Agreement for each such Sourcewell Master Agreement.

A G R E E M E N T

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties agree as follows:

- 1. **TERM.** The term of this Agreement is ten (10) years, commencing _____ and ending _____; *Provided*, however, that this Agreement may be terminated earlier by either party with or without cause by written notice. Upon termination, the Port no longer shall have authority to

use Sourcewell Master Agreements; *Provided*, however, that the Port shall be liable for its outstanding orders, if any, at the time of termination. Upon termination, the Parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement and any applicable Participation Agreement prior to the effective date of such termination.

2. **JOINT POWERS AGREEMENT.** Sourcewell is a government unit within the State of Minnesota empowered to enter into this Agreement pursuant to Minn. Stat. § 471.59, subd. 1 (2019). Governmental units may enter into joint powers agreements whereby one of the governmental units performs on behalf of the other any service or function which the governmental unit providing the service or function is authorized to provide for itself. The Port, by means of this joint powers/interstate contract agreement, may authorize ordering from Master Agreements established by Sourcewell. The Port agrees to order under the established terms and conditions of the Sourcewell Master Agreement subject to a Participation Agreement between the Port and the Sourcewell Master Agreement-awarded contractor. The Port shall provide a copy of any such Participation Agreement to Sourcewell.
3. **WASHINGTON STATE ACCESS TO SOURCEWELL MASTER AGREEMENTS.** Pursuant to this Agreement, the Port shall have access, in its sole discretion, to competitively solicited and awarded Sourcewell Master Agreements. The Port may participate in any such Sourcewell Master Agreement through a Participation Agreement executed by the Port's Executive Director and the awarded contractor. Such Participation Agreement shall specify eligible purchasers as authorized by the Port.
4. **SOURCEWELL AFFIRMS THAT COMPETITIVE BID PROCESS SATISFIED.** With respect to the Port purchasing or otherwise contracting through a bid, proposal, or contract awarded by Sourcewell, the Port's obligation with respect to competitive bids or proposals that applies is satisfied because Sourcewell, the public agency that awarded the bid, proposal, or contract, affirms that it complied with its own statutory requirements and either (i) posted the bid or solicitation notice on a website established and maintained by Sourcewell for the purposes of posting public notice of bid or proposal solicitations, or (ii) provided an access link on Southwell's state's web portal to the notice.
5. **AGREEMENT MANAGEMENT.** The Parties hereby designate the following agreement administrators as the respective single points of contact for purposes of this Agreement, each of whom shall be the principal contact for business activities under this Agreement. The Parties may change administrators by written notice as set forth below. Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Port of Port Angeles:

Attn: Paul Jarkiewicz
Executive Director
338 W First Street
Port Angeles, WA 98362
Tel: (360) 457-8527

Sourcewell:

Attn: Attn: Jeremy Schwartz
Sourcewell Chief Procurement Officer
202 12th St. NE Box 219
Staples MN, 56479
Tel: (877) 894-1930

Email: paulj@portofpa.com

Email: info@sourcewell-mn.gov

CC: Marcus Miller General
Counsel
202 12th St. NE Box 219
Staples MN, 56479

Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

6. RECORDS RETENTION & PUBLIC RECORDS.

- a. **AGREEMENT AVAILABILITY.** Prior to its entry into force, this Agreement shall be posted on the Port's and Sourcewell's website or other electronically retrievable public source as required by RCW 39.34.040.
- b. **RECORDS RETENTION.** Each party shall each maintain records and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance and payment of the services described herein. These records shall be subject to inspection, review, or audit by personnel of both Parties, other personnel duly authorized by either party, the Office of the State Auditor, and officials authorized by law. Such records shall be retained for a period of six (6) years following expiration or termination of this Agreement or final payment for any service placed against this Agreement, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.
- c. **PUBLIC INFORMATION.** This Agreement and all related records are subject to public disclosure as required by Washington's Public Records Act, RCW chapter 42.56 and Minnesota's Data Practices Act, Minn. Stat. chapter 13. Neither party shall release any record that would, in the judgment of the party, be subject to an exemption from disclosure under the Public Records Act or the Data Practices Act, without first providing notice to the other party within ten (10) business days of the receipt of the request. The Parties will discuss appropriate actions to be taken, including release of the requested information, seeking a protective order, or other action prior to the release of records. Should one party choose to seek a protective order, it shall do so at its sole expense.

7. **RESPONSIBILITY OF THE PARTIES.** Each party to this Agreement assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omission on the part of itself, its employees, or its agents. Neither party assumes any responsibility to the other party for any third-party claims.

8. **STATE TO BE MADE WHOLE.** Because this Agreement is entered into pursuant chapter 39.34 RCW and is between or among one or more public agencies of this state and one or more public agencies of another state, this Agreement has the status of an interstate compact, but in any case or controversy involving performance or interpretation thereof or liability thereunder, the

Port and Sourcewell shall be real parties in interest and Washington state may maintain an action to recoup or otherwise make itself whole for any damages or liability which it may incur by reason of being joined as a party therein. Such action shall be maintainable against the party whose default, failure of performance, or other conduct caused or contributed to the incurring of damage or liability by Washington state, as is required by RCW 39.34.040.¹

9. **DISPUTE RESOLUTION.** To the extent practicable, the Parties shall use their best, good faith efforts cooperatively and collaboratively to resolve any dispute that may arise in connection with this Agreement as efficiently as practicable, and at the lowest possible level with authority to resolve such dispute. The Parties shall make a good faith effort to continue without delay to carry out their respective responsibilities under this Agreement while attempting to resolve any such dispute. If, however, a dispute persists and cannot reasonably be resolved, it may be escalated within each organization. In such circumstance, upon notice by either party, each party, within five (5) business days shall reduce its description of the dispute to writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event that the parties cannot then agree on a resolution of the dispute, the parties shall schedule a conference between the respective senior managers of each organization to attempt to resolve the dispute.

10. **GENERAL PROVISIONS.**

- a. **INTEGRATED AGREEMENT.** This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.
- b. **AMENDMENT OR MODIFICATION.** Except as set forth herein, this Agreement may not be amended or modified except in writing and signed by a duly authorized representative of each party hereto, and approved by the Port's Board of Commissioners by Resolution adopted at a meeting open to the public.
- c. **AUTHORITY.** Each party to this Agreement, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Agreement and that its execution, delivery, and performance of this Agreement has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- d. **NO SEPARATE LEGAL ENTITY.** This Agreement does not establish a separate legal entity to conduct the joint or cooperative undertaking.
- e. **PARTIES' COSTS.** Each party shall finance its own activities undertaken pursuant to this

¹ RCW 39.34.040 Methods of filing agreements—Status of interstate agreements—Real party in interest—Actions. "... In the event that an agreement entered into pursuant to this chapter is between or among one or more public agencies of this state and one or more public agencies of another state or of the United States the agreement shall have the status of an interstate compact, but in any case or controversy involving performance or interpretation thereof or liability thereunder, the public agencies party thereto shall be real parties in interest and the state may maintain an action to recoup or otherwise make itself whole for any damages or liability which it may incur by reason of being joined as a party therein. Such action shall be maintainable against any public agency or agencies whose default, failure of performance, or other conduct caused or contributed to the incurring of damage or liability by the state."

Agreement.

- f. PARTIES' OBLIGATIONS NOT AFFECTED. This Agreement does not relieve any party hereto of any obligation or responsibility imposed upon it by law.
- g. CAPTIONS & HEADINGS. The captions and headings in this Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Agreement nor the meaning of any provisions hereof.
- h. ELECTRONIC SIGNATURES. A signed copy of this Agreement or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement or such other ancillary agreement for all purposes.
- i. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Agreement at different times and places by the parties shall not affect the validity thereof so long as all the Parties hereto execute a counterpart of this Agreement.

EXECUTED AND EFFECTIVE as of the day and date first above written.

**PORT OF PORT ANGELES
A WASHINGTON PUBLIC PORT DISTRICT**

**By: _____
Name:
Title:**

**SOURCEWELL,
A MINNESOTA GOVERNMENTAL AGENCY**

**By: _____
Name: Mike Wilson
Title: Chair, Board of Directors**

**ITEM FOR CONSIDERATION
BY THE
BOARD OF PORT COMMISSIONERS**

March 12, 2024

SUBJECT: John Wayne Marina Fuel System Repair

STAFF LEAD: Wilson C. Easton, Public Works and Facilities Manager

RCW & POLICY REQUIREMENTS

The Port's *Delegation of Authority*, section IV, states, "Commission approval is required for the purchase of any single piece of equipment whose purchase price exceeds \$50,000.00".

BACKGROUND:

The John Wayne Marina fuel delivery system has reached the end of its useful life. The above-ground fuel pipes and dispensers need to be replaced. This project was initially budgeted for completion in 2023, but the scope of the project has grown as staff has further investigated the needed repairs/upgrades.

Reid Middleton designed the current fuel delivery system at John Wayne Marina in April 1984. In August 2002, failing fuel delivery pipes were replaced by SME Corporation (SME). Upon recent inspection by SME, the single-walled galvanized pipes installed as part of that repair are failing due to corrosion. Additionally, there is no transition sump in place, as is accepted common practice in current designs. The EPA requires installing a transition sump where underground pipes transition to above-ground pipes.

The dispensers, installed in 1984 (40 years old), have also reached their end of useful life. During fueling operations, the flow rate through the pumps will be as slow as 0.5 gallons per minute (GPM). This project is overdue and can pose a risk to the environment from a potential fuel leak if not addressed. During the Port's annual fuel system inspection by SME, it was also recommended that the dispensers also be replaced in addition to the lines and addition of a transition sump.

Working with SME, the scope of work for this project was developed, and a material list was assembled.

ANALYSIS:

The scope of work includes installing new fuel supply lines, new electrical conduits, new dispensers (Wayne) with containment, adding a transition sump at the gangway with an observation manhole, commissioning the new system, and training the John Wayne Marina Team on its usage and maintenance.

NorthWest Pumps is the supplier of equipment and parts, via Dover Fueling Solutions and their Sourcewell Contract, No. 092920-DVR. This cooperative purchasing agreement provided by Sourcewell will allow us to complete the project efficiently and cost-effectively.

Using the Sourcewell Cooperative Purchasing Program will allow the Port to streamline the procurement process by purchasing materials, equipment, and installation services as owner-furnished materials while providing substantial budget savings. The usual avenues of procurement would cause the Port significant additional costs, delays, and added tasking of Team resources.

ENVIRONMENTAL IMPACT:

The new proposed fuel delivery system will provide the Port with decades of fuel delivery to our customers with reduced risk. This new system will also ensure the Port is compliant with all state and federal regulations for marina fuel delivery systems.

FISCAL IMPACT:

Replacing this portion of the fueling system is estimated to cost \$215,000.

The 2023 project budget was developed before a complete investigation of the system and the development of a full scope of work.

This project is not explicitly allocated in the 2024 Capital Budget, and the 2023 funds remained unspent for this project. The funds are available in Port capital reserves, and the Team will endeavor to transfer funds from other budgeted projects that may be underspent in 2024.

RECOMMENDED ACTION:

Staff recommends the Commission authorize the Executive Director to execute a purchase order with NorthWest Pumps, under Sourcewell's Dover Fueling Contract 092920, for an amount not to exceed two hundred and fifteen thousand dollars and No Cents (\$215,000.00), and to make minor modifications to the contract as might be needed.

**INFORMATIONAL REPORT
TO THE
BOARD OF PORT COMMISSIONERS**

March 12, 2023

Subject: 2023 CAPITAL PROJECTS REPORT

Presented by: Chris Hartman, Director of Engineering

BACKGROUND:

The Port's 2023 Budget was adopted by the Commission on November 16, 2022, within Resolution 22-1270. The budget included \$1,676,650 in spending from the Port's Capital Fund and \$7,459,950 in state and federal grant funds for a total Capital Projects Budget of \$9,136,600. The following report, graphs and spreadsheet will show the capital expenditures, and how they compare to the budget.

ANALYSIS:

The total capital spending including state and federal grant funds is approximately \$8.90 Million with \$7.78 Million in grant reimbursement resulting in a net expenditure of \$1.12 Million of Port funds (See attached spreadsheet for a breakdown of each project). The majority of the expenditures and grant reimbursement were related to the Runway 8-26 Rehabilitation project that wrapped up in November. The Port just recently received its final grant reimbursement from the Federal Aviation Administration.

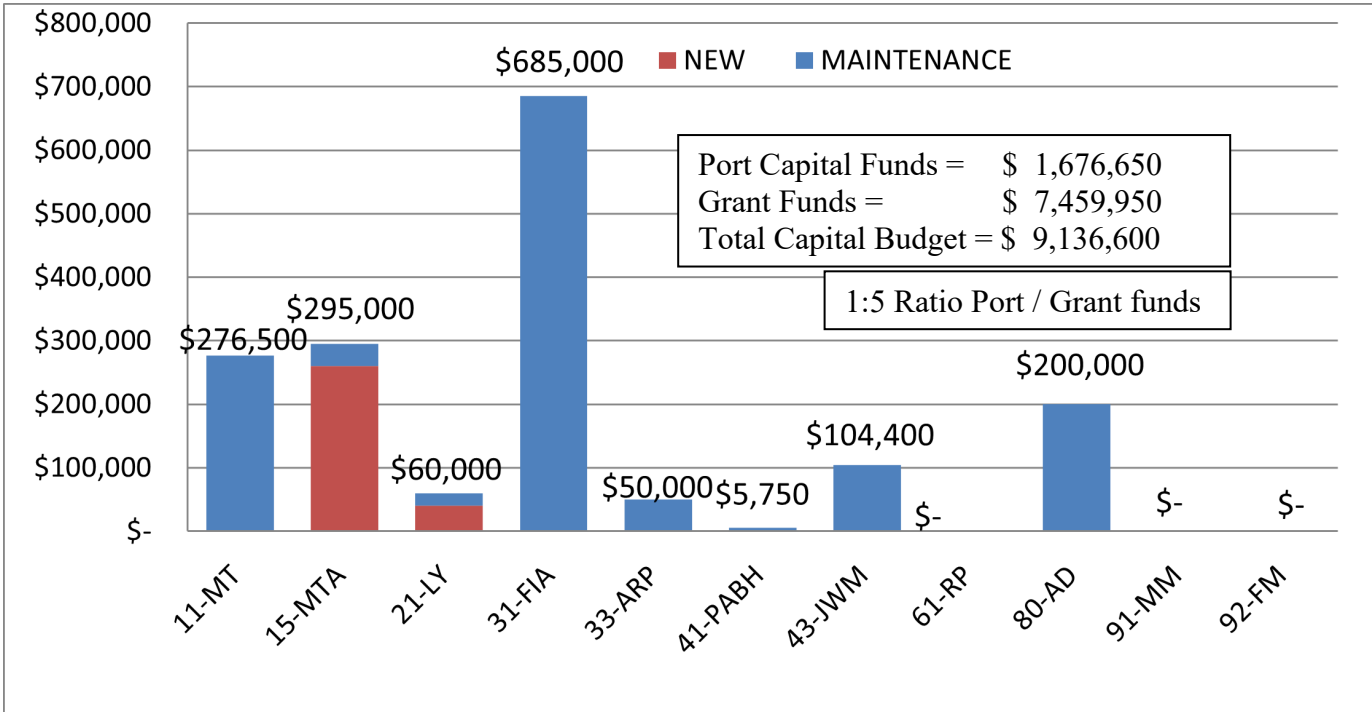
A few of the 2023 projects were delayed and will be completed in 2024 that include the Port Security Grant related work at the Marine Terminal, Boat Haven and John Wayne Marina as well as the John Wayne Fuel System Upgrades. The two roof replacement projects at the airport and adjacent industrial park were scheduled for planning activities in 2023 to include hiring consultants to complete bid documents so the project could be completed by outside contractors. The Port has changed its project approach and is moving forward with completing much of this work with in-house labor. For example, the Port's maintenance team is planning to replace the airport terminal roof in the third quarter of this year.

The Port received \$1.67 Million from property taxes that provided funding for the Port share of the capital projects expense.

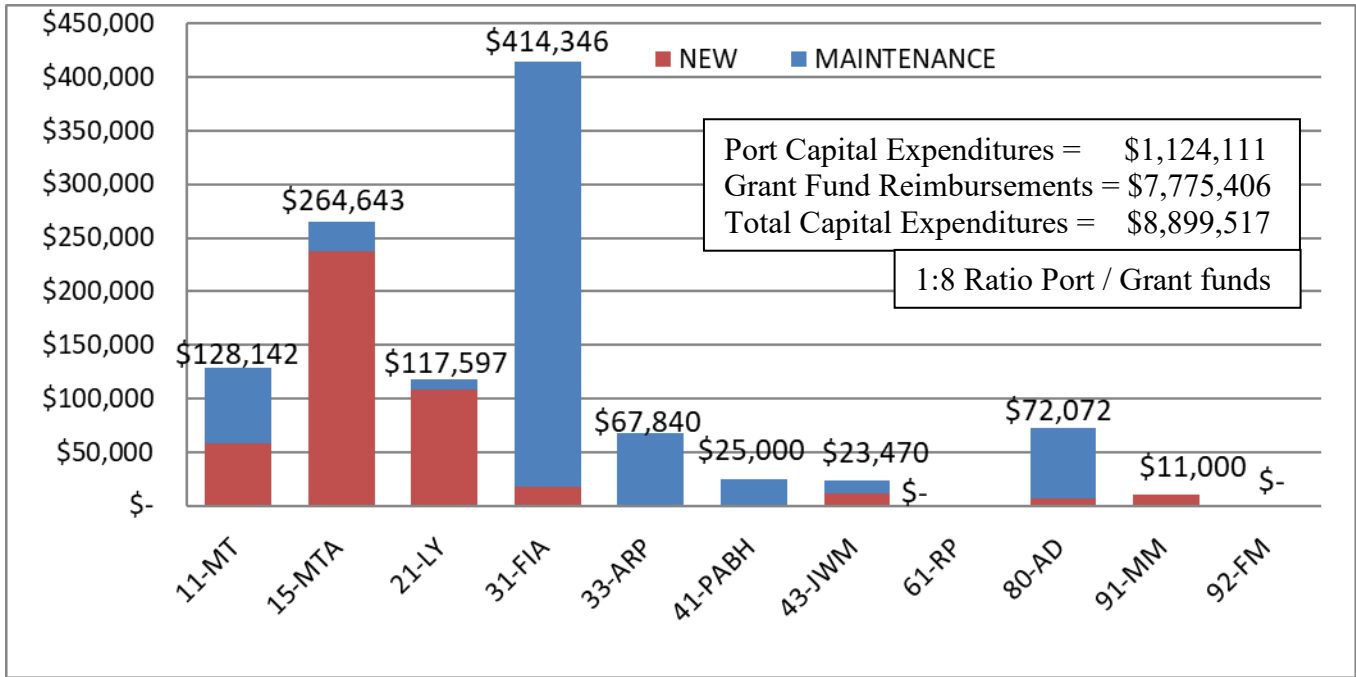
ATTACHMENTS:

- 2023 Capital Budget & Actual Bar graphs
- 2023 Capital Project Table

2023 CAPITAL BUDGET



2023 CAPITAL EXPENDITURES ACTUAL



2023 CAPITAL PROJECT TABLE – ACTUAL COMPARED TO BUDGET

#	DEPTS	PROJECT DESCRIPTION	BUDGET		ACTUAL		Actual vs. BUDGET
			2023 PORT BUDGET	2023 GRANT BUDGET	2023 PORT ACTUAL	2023 GRANT ACTUAL	
1.10	21-LY	LY Site & S.W. Impts (G*) (P)	\$ 40,000		\$ 78,854		\$ 38,854
2.10	80-AD	Capital Budget Contingency	\$ 200,000		\$ 317,884	\$ 136,460	\$ 117,884
2.20	15-MTA	MTC Site Development (G) (P)	\$ 260,000	\$ 500,000	\$ 237,442	\$ 413,223	\$ (22,558)
2.30	11-MT	T1 - T3 Repairs (P)	\$ 50,000		\$ 52,848		\$ 2,848
3.10	11-MT	731 Marine Dr. Roof Rehab.	\$ 200,000		\$ 16,995		\$ (183,005)
3.20	31-FIA	Terminal Roof Rehab (P)	\$ 20,000		\$ -		\$ (20,000)
3.30	31-FIA	Runway 26 - Taxiway "A" (G)	\$ 650,000	\$ 6,850,000	\$ 380,301	\$ 7,225,723	\$ (269,699)
3.40	43-JWM	Fuel System Upgrades	\$ 100,000		\$ -		\$ (100,000)
3.50	21-LY	Cofferdam Rehab. (G*) (P)	\$ 20,000		\$ 2,993		\$ (17,007)
4.10	15-MTA	435 Marine Dr. Roof Replace	\$ 35,000		\$ 20,304		\$ (14,696)
4.20	33-ARP	MTIB Roof Overlay (P)	\$ 50,000		\$ -		\$ (50,000)
4.30	31-FIA	Surface Improvement	\$ 15,000		\$ 16,490		\$ 1,490
4.40	11-MT	Surveillance and Lighting (G)	\$ 26,500	\$ 79,500	\$ -		\$ (26,500)
4.50	41-PABH	Surveillance (G)	\$ 5,750	\$ 17,250	\$ -		\$ (5,750)
4.60	43-JWM	Surveillance (G)	\$ 4,400	\$ 13,200	\$ -		\$ (4,400)
		TOTALS	\$ 1,676,650	\$ 7,459,950	\$ 1,124,111	\$ 7,775,406	\$ (552,539)
CONTINGENCY / UNBUDGETED PROJECTS							
5.01	33-ARP	1050 Building Modifications			\$ 52,653		\$ 52,653
5.02	33-ARP	DHS Heat Pump Repair			\$ 8,600		\$ 8,600
5.03	33-ARP	MTIB Electrical Improvements			\$ 6,587		\$ 6,587
5.04	80-AD	Accounting Software			\$ 50,792		\$ 50,792
5.05	80-AD	Security Truck Upgrades			\$ 7,280		\$ 7,280
5.06	80-AD	Server Upgrades			\$ 14,000		\$ 14,000
5.07	91-MM	Tanker Truck			\$ 6,000		\$ 6,000
5.08	91-MM	Generator			\$ 5,000		\$ 5,000
5.09	21-LY	LeTourneau Purchase			\$ 30,000		\$ 30,000
5.10	21-LY	Crimp Gun Replace			\$ 5,750		\$ 5,750
5.11	15-MTA	MTA Travelift Pier Asphalt Repair			\$ 6,897		\$ 6,897
5.12	31-FIA	Airport Vehicle Purchase			\$ 17,555		\$ 17,555
5.13	11-MT	Camel Barge (2)			\$ 58,300		\$ 58,300
5.14	41-PABH	I/J Float repairs (I)			\$ 25,000	\$ 136,460	\$ 25,000
5.15	43-JWM	Fence Repairs			\$ 11,558		\$ 11,558
5.16	43-JWM	Harbormaster Office Impts			\$ 6,666		\$ 6,666
5.17	43-JWM	Electronic Pay System			\$ 5,246		\$ 5,246
				Subtotal =	\$ 317,884		
		TOTALS =	\$ 1,676,650	\$ 7,459,950	\$ 1,124,111	\$ 7,775,406	\$ (552,539)
		PORT + GRANT =	\$9,136,600		\$8,899,517		\$ (237,084)
G	Project awarded grant funding		I	Insurance reimbursed Port less the deductible		P	Planning

**ITEM FOR CONSIDERATION
BY THE
BOARD OF PORT COMMISSIONERS**

March 12, 2024

**SUBJECT: LOG YARD STORMWATER TREATMENT IMPROVEMENT
PURCHASE**

STAFF LEAD: Chris Hartman, Director of Engineering

RCW & POLICY REQUIREMENTS:

Per the Port's *Delegation of Authority*, Section IV, Commission approval and authorization are required for purchases exceeding \$50,000.

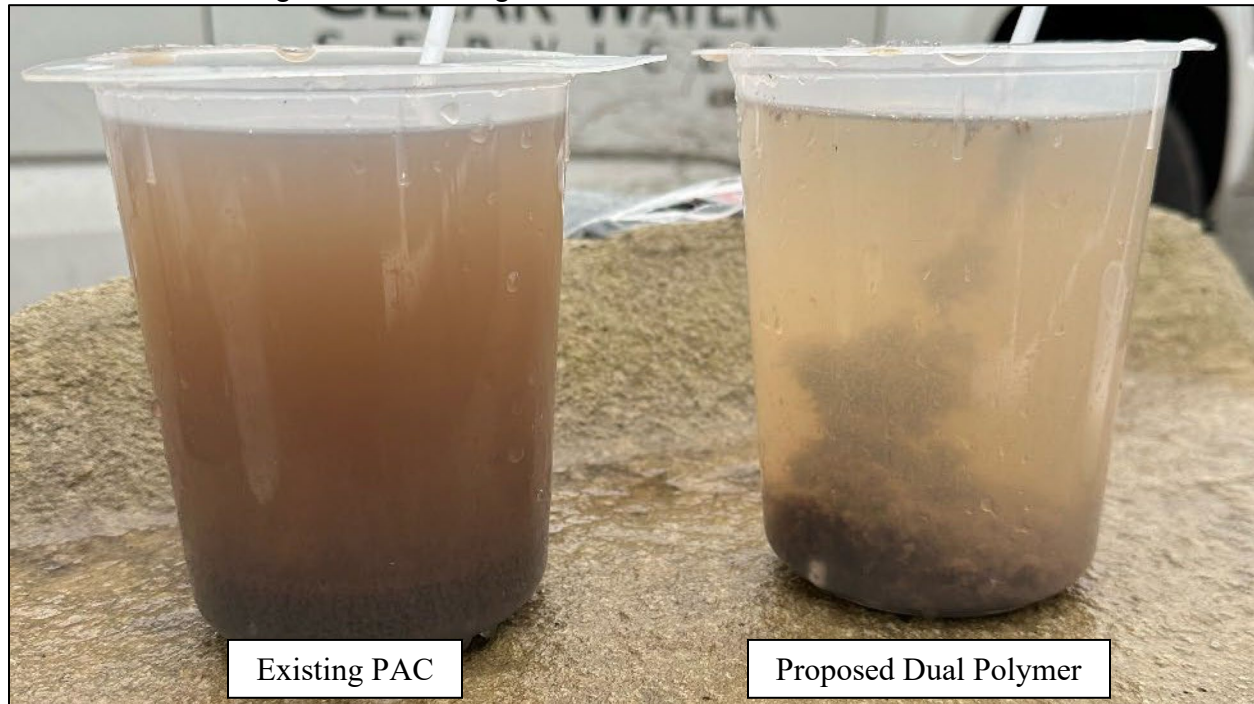
BACKGROUND:

Stormwater that discharges from the Port's waterfront Log Yard is regulated by the State Stormwater General Permit (permit). Stormwater treatment is needed at a heavy industry facility like a log yard to meet permit conditions and benchmarks. The Port is currently working with the Lower Elwha Klallam Tribe (LEKT) and the Washington State Department of Ecology (Ecology) to design a long-term stormwater conveyance and treatment system at the Port Log Yard to meet permit conditions and protect the cultural resources of the Tribes Tse-whit-zen village. This design and permitting process has exceeded the standard timeframe detailed in the stormwater permit, so Ecology has issued an administrative order extending the time allowed with a final deadline of December 30, 2026. A condition of this administrative order requires the Port to make improvements to the existing interim stormwater treatment system at the site by June 30th, 2024.

To meet this condition, in December 2023, the Port conducted a stormwater characterization pilot study to evaluate the ability of different combinations of treatment chemistries to reduce total suspended solids and evaluate potential improvements to improve flow through the treatment system during operation.

The pilot study recommended the integration of additional treatment chemistry and a fourth settling tank to allow the system to operate during high-intensity rain events. The current system utilizes a cationic (positive charge) aluminum-based coagulant. The pilot study detailed that the addition of an anionic (negative charge) coagulant in a dual polymer system would improve treatment performance by forming microflocs and then bridging these particles into large, rapidly settling flocs. Figure-1 below is a water clarification comparison of existing chemistry compared to proposed dual polymer chemistry. This dual polymer system, with the addition of 1% chitosan polymer as filter aid and increased settling time of an additional 20,000-gallon treatment tank would improve the interim treatment systems operation and function.

Figure-1. Existing Polyaluminum Chloride Polymer (PAC) vs Dual Polymer Treatment after 10-min Settling Time. Port Log Yard Pilot Test December 2023



ANALYSIS:

To meet stormwater treatment condition of the Ecology Administrative Order, Port staff recommends these improvements provided by treatment vendor Clear Water Services:

Table 1. Proposed Treatment Improvements

Item	Purpose	Cost
1. 21,000 Gal Storage Tank	Increased settling time	\$63,399
2. Chemistry Optimization	Additional chemistry injection pumps, storage, plumbing in dosing box.	\$76,273
3. Sand Filter Media Replacement	Existing media has been in-place since 2018 and needs to be replaced.	\$16,199
4. System Maintenance/Repairs	pH probes for influent, effluent and treated discharge need to be replaced.	\$9,133
5. Port Staff Training	Port staff need training on system operation.	\$3,480
6. 1-year O&M	Monthly maintenance Inspection and emergency response labor (actual cost will be based on need)	\$26,480
7. 1-year Chemistry	Chitosan & Dual Polymer (actual cost will be based on consumption)	\$23,735
Total		\$218,699

ENVIRONMENTAL IMPACT:

The proposed interim treatment improvements are needed to maintain environmental compliance for ongoing cargo operations during the design and permitting of the final grant funded paving source control and stormwater bioretention treatment system scheduled for completion in 2026.

FISCAL IMPACT:

Treatment System Improvements	\$165,004
Operations & Maintenance Training	\$ 3,480
1-year Chemistry and O&M	\$ 50,215
8.9% WA. St. Sales Tax	\$ 19,464
<hr/>	
Total =	\$238,163

RECOMMENDED ACTION:

Authorize the Executive Director to purchase the Interim Stormwater Treatment Improvements from Clear Water Service for an amount Not to Exceed Two Hundred and Forty Thousand Dollars and No Cents (\$240,000), and to make minor modifications to the contract as may be required.

**ITEM FOR CONSIDERATION
BY THE
BOARD OF PORT COMMISSIONERS**

March 12, 2024

SUBJECT: EV Charging Award from WA Dept. of Commerce

STAFF LEAD: Katharine Frazier, Grants & Contracts Manager

RCW & POLICY REQUIREMENTS:

Resolution 24-1290: Delegation of Authority XVIII. Application for and acceptance of grants

BACKGROUND:

In February 2024, the Washington State Department of Commerce conditionally awarded the Port \$105,000 to install EV charging stations on select Port properties: the Port Administration Building, the Airport Industrial Park, the Marine Terminal, and the waterfront industrial area. EV chargers are intended to serve Port fleet vehicles and industrial space tenants/visitors. Grant funding is offered under the Washington Electric Vehicle Charging Program.

ANALYSIS:

In 2020, the Washington State Legislature passed the Motor Vehicle Emission Standards law (RCW 70A.30.010) which adopts California's vehicle emissions standards and requires all new vehicles to meet zero-emission (ZE) standards starting in 2035. In addition, EPA has proposed tighter emissions standards for on-road vehicles model years 2027 and beyond. With increasing pushes to lower emissions and move toward ZE equipment, staff see this grant as an opportunity to prepare for the future electrification of the Port's vehicle fleet.

ENVIRONMENTAL IMPACT:

Executing a contract with Commerce has no direct environmental impact, but the implementation of the grant is a necessary step toward moving the Port fleet (such as security vehicles) away from fossil fuels and proactively complying with new standards.

FISCAL IMPACT:

The grant does not require matching funds from the Port. However, the Port will be responsible for installation costs exceeding the \$105,000 grant total. Staff has identified a cost-effective charger that meets program requirements and will carefully review bids to select the lowest price, best value, responsive, and responsible bidder in compliance with our Port Purchasing Procedure.

RECOMMENDED ACTION:

Staff recommends that the Commission authorize the Port's Executive Director to accept the WA Department of Commerce grant award.

**ITEM FOR CONSIDERATION
BY THE
BOARD OF COMMISSIONERS**

March 12, 2024

Subject: Timber Advisory Committee (TAC) Appointment

Presented by: Chris Hartman, Director of Engineering

RCW & POLICY REQUIREMENTS:

Under RCW 42.30.020, a public governing body is defined as “the multimember board, commission, committee, council, or other policy or rule-making body of a public agency, or any committee thereof when the committee acts on behalf of the governing body, conducts hearings, or takes testimony or public comment.” Therefore, a Commission-formed committee that takes input from stakeholders that are not part of the committee would likely be subject to the Open Public Meeting Act (OPMA). The formation, use, and ending of any Commission-formed advisory committee is at the discretion of the Commission.

BACKGROUND:

The purpose of the Timber Advisory Committee (TAC) is to advise the Port on timber related issues, including rules and regulations affecting harvests and opportunities for advanced wood products supply and manufacturing, on environmental issues and as the Commission directs. It will maintain awareness of the Port’s purpose, authorities, and restraints and apply such knowledge in reaching any recommendations to the Port. Specific areas of recommendation shall be limited to the following, except as may otherwise be directed by the Commission from time to time:

- Timber Issues
 - Port engagement with State and Federal Forest management agencies (regulations, forest plans, timber harvests, Department of Natural Resources arrearages, endangered species, etc.) and legislative activity
 - Port engagement with Timber and Forestry organizations
 - Budget for research, advocacy and outreach

- Timber Products
 - Road map for supporting advanced wood products
 - Timber supply study
 - Budget for research and economic development initiative
 - Zoning and building permits

- Environmental
 - Timber practices and habitat conservation
 - Education
 - Carbon Sequestration

Committee Structure:

The committee shall consist of no more than nine (9) members. Members will be appointed by the Commission for terms of three (3) years. Replacements for unexpired terms will be selected by the Port Commission. Members of the committee shall serve without compensation.

Membership:

Membership will represent a diversity of perspectives in Clallam County, and representatives will be selected from the following stakeholder groups:

- Timber landowner
- Mill owner/operator
- Commercial logger
- Log buyer
- Log handling services/trucking
- Forest scientist (silva culture)
- Environmental
- Mass Timber
- Other interested party (architect, construction or other timber user)
- Government agency/regulatory
- Citizen-at-large (unaffiliated with the timber industry)
- Retired from Government agency
- Retired from Timber Industry

The committee shall appoint its own chair, vice-chair and secretary. It shall conduct regularly scheduled meetings not less than quarterly. The agenda will be developed and distributed at the direction of the chair. The committee shall develop rules of order and basic procedures, which procedures shall be approved by the Port Commission.

ANALYSIS:

Currently there are 1 vacancy on the Timber Advisory Committee.

The Current members include:

- Joe Murray Forest Scientist
- Chris Hartman Port Representative
- Ron Hurn Log buyer
- Riley Fogarty Timber Landowner / Export
- Grant Munro Log buyer

- Bill Herman Log Handling / Trucking
- Wes Romberg Forester / Land Manager
- Chris Humann Timber Landowner/Mill Operator/Log Buyer

Randy Bartelt is representing Port Angeles Hardwood. Randy has over 40 years in the timber industry including forest practice permitting, harvest & marketing logs, contractor supervision, log purchasing, and tree improvement practices. On behalf of Port Angeles Hardwood, Randy looks forward to learning and sharing information that will overall aid in the continuation of the timber industry and forest products in Clallam County.

FISCAL IMPACT:

None.

ENVIRONMENTAL AND FISCAL IMPACT:

None.

RECOMMENDED ACTION:

TAC recommends the Commission appoint Randy Bartelt to the Timber Advisory Committee.



TIMBER ADVISORY COMMITTEE APPLICATION

Please identify the stakeholder group(s) you represent (select all that apply):

- Timber landowner
- Commercial logger
- Log handling services/trucking
- Environmental
- Government agency/regulatory
- Retired from Government agency
- Citizen at large (unaffiliated with the timber industry)
- Mill owner/operator
- Log buyer
- Forest scientist (silva culture)
- Mass Timber
- Other interested party (architect, construction, timber user)
- Retired from Timber Industry

Have you been associated with the Port's log handling business? No Yes

If yes, please describe: BARGING AND RAFTING LOGS APPROX 5-7 MMBF/YR
RAUNDY R BARTELT CELL: 360-739-6681

Name PORT ANGELES HARDWOOD Phone (360) 452-6641

Mailing Address 333 ECLIPSE INDUSTRIAL PARKWAY
PORT ANGELES WA 98363

Email RAUNDYB@CWVA.COM

Personal Background/Experience:

Are you a Clallam County resident? Yes No

Are you aware of any conflict of interest which might arise by your service on this Committee? NO

Please explain. N/A

Why would you like to participate in this committee? PA HARDWOOD HAS BEEN BARGING AND RAFTING LOGS TO THE PORT OF PA SINCE 2012. APPROX. 45% OF OUR RAW MATERIALS COMES THROUGH THE PORT. WE ARE DEPENDENT ON THE PORT HANDLING LOGS IN A COST-EFFECTIVE MANNER FOR OUR MILL'S SURVIVAL. PA HARDWOOD HAS YEARS OF EXPERIENCE IN TRANSPORTING AND HANDLING LOGS, SILVICULTURE PRACTICES AND TIMBER HARVEST AND BELIEVE WE CAN BE A USEFUL SOURCE OF INFORMATION FOR THE PORT COMMISSION TO ASSIST IN MAKING WELL EDUCATED DECISIONS FOR THEIR LOG HANDLING DEPARTMENT.

What is your experience with the timber industry? I HAVE OVER 40 YEARS OF EXPERIENCE IN THE TIMBER INDUSTRY THAT INCLUDES, BUT NOT LIMITED TO FOREST PRACTICE PERMITTING, HARVEST & MARKETING LOGS, CONTRACTOR SUPERVISION, LOG PURCHASING, TREE IMPROVEMENT AND SILVICULTURE PRACTICES.

OUR NEW LOCAL LOG PROCUREMENT FORESTER, AODY GASOW, HAS OVER 23 YEARS OF SIMILAR EXPERIENCE IN THE TIMBER INDUSTRY.

Please return the completed application to the Port of Port Angeles by mail (P.O. Box 1350, Port Angeles, WA 98362), by email (braedib@portofpa.com) or in person (338 W 1st Street, Port Angeles, WA 98362).

Randy R Bartelt
Applicant Signature
RAUNDY R BARTELT
FOR: PORT ANGELES HARDWOOD

2/15/24
Date



Celebrating 100 years serving Clallam County

P.O. Box 1350
338 West First Street
Port Angeles, WA 98362
360.457.8527

Board of Commissioners
Connie Beauvais, President
Colleen McAleer, Vice President
Steven Burke, Secretary
Executive Director
Paul Jarkiewicz

March 12, 2024

Director Mike Fong
Washington State Department of Commerce
1011 Plum St. SE
Olympia, WA 98504

RE: Myno Carbon’s Washington State Commerce Clean Energy Fund Research, Development, and Deployment grant proposal, "*Engineering a Climate Resilient Future with Large-Sale Biochar Carbon Removal.*"

Dear Director Fong:

The Port of Port Angeles strongly supports Myno Carbon’s application to the Clean Energy Fund: Research, Development, and Demonstration program.

The Port of Port Angeles’s mission is to “bring people, resources, and industry together to foster economic prosperity and living wage jobs.” Myno’s undertaking to build its first large-scale biochar Carbon Removal Facility in Port Angeles – which will generate quality jobs, green energy, and environmental benefits – aligns with our mission.

With the Port’s long history of serving the natural resources sector, we see Clallam County’s potential to be a leader in both, carbon sequestration and value-added manufacturing efforts. Myno’s innovative facility will turn biomass waste into biochar, that can be used as a soil amendment in the agriculture sector, all while generating baseload renewable electricity and creating economic growth in our rural region.

Port Angeles is an ideal location for large-scale biochar production due to its sustainable and reliable supply of waste timber feedstocks; a key advantage that will set Myno’s facility on the path to successful clean energy production. The State’s 100% clean energy requirements, the region’s political and industry commitments to mitigating climate change, and the County’s evolving natural resources sector also uniquely position the area to help this project succeed.

The project is supported by Myno’s carbon credit offtake partner, financial investor support, and a strong agricultural producer network interested in using biochar in their operations. Likewise, Myno has broad community support, differentiating the project and demonstrating the growing demand for biochar co-generation facilities in the region. The Clean Energy Fund will fill the gap in funds needed to make this plan a reality by funding facility engineering activities.

WE BRING PEOPLE, RESOURCES AND INDUSTRY TOGETHER TO FOSTER LIVING WAGE JOBS

www.portofpa.com

We believe Myno’s biochar production facility is being built at the right location, with the right partnerships, and at the right time to be a success. We strongly support this proposal and urge Commerce to fully fund it. Thank you for your time and consideration.

Sincerely,

Connie Beauvais
Commissioner
Port of Port Angeles

Steven Burke
Commissioner
Port of Port Angeles

Colleen McAleer
Commissioner
Port of Port Angeles



Celebrating 100 years serving Clallam County

P.O. Box 1350
338 West First Street
Port Angeles, WA 98362
360.457.8527

Board of Commissioners
Connie Beauvais, President
Colleen McAleer, Vice President
Steven Burke, Secretary
Executive Director
Paul Jarkiewicz

March 12, 2024

Danny Marshall, Program Administrator
Workforce Development Fund Program
Washington State Board for Community and Technical Colleges
1300 Quince St. SE
Olympia, WA 98501

Re: 2025 Workforce Development Funds – Peninsula College Welding Program

Dear Program Administrator Marshall,

The Port of Port Angeles (Port) strongly supports Peninsula College’s application for Workforce Development Funds to upgrade and expand its welding training program. Peninsula College’s proposed activities are well-aligned with the Port’s mission to “bring people, resources, and industry together to foster economic prosperity and living wage jobs.”

The proposal to replace aging equipment, increase equipment available to students in the lab, and integrate laser and robotic welding into the training program responds to the evolving needs of the modern marine manufacturing sector. By incorporating laser and robotic welding techniques into the curriculum, Peninsula College will not only enhance the quality of education provided to its students, but it will also ensure they are well-prepared to enter the workforce with the latest industry-relevant skills. This initiative will benefit the students and contribute to the overall growth and competitiveness of the marine trades in our region.

As the Public Port District serving all of Clallam County, the Port is dedicated to growing quality career pathways along our region’s working waterfront. The marine trades are a vital piece of Clallam County’s, heritage and economy, in addition to the overall Washington State economy. In a 2022 impact study from the Washington Maritime Federation, shipbuilding, repair, and maintenance activities directly employed over 18,000 people in the state and generated over \$8 billion in revenue. Data from the Employment Security Department (ESD) and the Bureau of Labor Statistics (BLS) indicates that in Clallam County, the marine trades pay well above the county’s average annual wage (\$64k compared to \$45k in 2021).

As an employer partner, **the Port of Port Angeles** will provide expertise and guidance to support the project's implementation. Our experienced team will collaborate with Peninsula College faculty members to develop curriculum materials, design hands-on training modules, and provide insights into industry best practices. We will also provide mentorship, tours, and workplace learning opportunities, allowing students to gain real-world experience and develop practical skills in a professional setting.

WE BRING PEOPLE, RESOURCES AND INDUSTRY TOGETHER TO FOSTER LIVING WAGE JOBS

Peninsula College's requested Workforce Development Funds will support students in pursuing high-wage, accessible careers in a flourishing local industry. The Port urges full consideration of this proposal for its high potential to connect students with good, in-demand jobs in our region. Thank you for the opportunity to help develop a skilled maritime workforce and support marine trade growth in Clallam County.

Sincerely,

Connie Beauvais
Commissioner
Port of Port Angeles

Steven Burke
Commissioner
Port of Port Angeles

Colleen McAleer
Commissioner
Port of Port Angeles

Future Agenda Items –Commission Meeting

3/12/2024

March 26, 2024 (Regular Commission Meeting)

- PAYC Presentation

April 9, 2024 (Regular Commission Meeting)

- Monthly DofA

April 23, 2024 (Regular Commission Meeting)

- 1st Quarter Financial Report
- 1st Quarter Cash & Investment Report
- 1st Quarter Operations Report

May 14, 2024 (Regular Commission Meeting)

- Monthly DofA
- Brief – Legislative Wrap-Up

May 28, 2024 (Regular Commission Meeting)

Upcoming Events/Announcements

- March 19-22: Washington DC Legislative Trip
- April 2-4: AFRC Annual Conference (Stevenson)
- April 24-26: Olympic Logging Conference (Victoria, BC)
- May 15-17: WPPA Spring Meeting
- June 8-9: Maritime Festival

Future

- Boatyard and Marina Rules & Regulations
- Port Emergency Response Plans and Activities
- Employee Handbook Update and Resolutions