



REGULAR COMMISSION MEETING
Tuesday, May 14, 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. Cash & Investment Report.....1
- B. State Government Relations

V. APPROVAL OF CONSENT AGENDA

- A. Special Commission Meeting Minutes – April 22, 2024.....2-3
- B. Regular Commission Meeting Minutes – April 23, 2024.....4-6
- C. Special Commission Meeting Minutes – May 7, 2024.....7
- D. Vouchers in the amount of \$1,016,201.11.....8

VI. COMPLETION OF RECORDS

- A. Monthly Delegation of Authority Report.....9-10

VII. PLANNING AND CAPITAL PROJECTS

- A. Item for Consideration – Interlocal Agreement John Wayne Marina Floats.....11-16
- B. Item for Discussion –Estuary & Salmon Recovery Program Grant (Tumwater Creek Bank Stabilization).....17-19
- C. Item for Discussion – Terminal 1 & Terminal 3 Repairs Project Advertisement for Bids.....20-22

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

XIV. ITEMS NOT ON THE AGENDA

XV. COMMISSIONER REPORTS

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

XVII. FUTURE AGENDA.....23

XVIII. NEXT MEETINGS

- A. May 28, 2024 – Regular Commission Meeting
- B. June 11, 2024 – Regular Commission Meeting
- C. June 25, 2024 - Regular Commission Meeting
- D. July 9, 2024 – Regular Commission Meeting

XIX. UPCOMING EVENTS

- A. WPPA Spring Meeting – May 15-17, 2024 – Stevenson, WA
- B. Maritime Festival – June 8-9, 2024 – Port Angeles, WA
- C. Dept. of Commerce Forestry Trade Mission – June 8-15, 2024 - Finland
- D. WPPA Staff Retreat – July 16-17, 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.

Investments & Cash held as of 4/30/2024

			3/31/23	6/30/23	9/30/23	12/31/23	3/31/24	4/30/24					
	Interest	Face	Face	Face	Face	Face	Face	Face	Annual	Maturity	Invst	Acquisition	
Name	Type	Rate	Value	Value	Value	Value	Value	Value	Interest	Date	Rating	Call	Date
FHLB 9-month	Bond	4.00%	2,000,000	2,000,000	-	-	-	-	-	6/30/2023	Aaa	qtrly	9/30/2022
FHLB 1-year	Bond	5.10%	2,000,000	2,000,000	2,000,000	-	-	-	-	12/20/2023	Aaa	qtrly	12/20/2022
FNMA 1-year	Bond	5.40%	-	-	2,000,000	2,000,000	-	-	-	7/19/2024	Aaa	6-mo	7/19/2023
FHLMC 5-year	Bond	6.25%	-	-	-	2,000,000	-	-	-	10/26/2028	Aaa	qtrly	10/26/2023
FHLB 3-year doubler***	Bond	5.50%	2,000,000	2,000,000	2,000,000	2,000,000	-	-	-	3/28/2025	Aaa	qtrly	3/28/2022
FNMA 1-year	Bond	5.20%	2,000,000	2,000,000	2,000,000	2,000,000	-	-	-	3/30/2024	Aaa	qtrly	3/30/2023
FHLB 5-year step up**	Bond	3.00%	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	60,000	3/29/2027	Aaa	qtrly	3/29/2022
FHLB 5-year	Bond	5.55%	-	-	-	-	-	2,000,000	111,000	4/18/2029	Aaa	6-mo	4/18/2024
First Federal Invst	Cash	5.42%	6,219,047	6,366,009	6,450,758	4,576,212	6,691,760	6,722,406	364,354				
LGIP Balance	Cash	5.42%	2,617,694	3,656,204	3,457,341	4,743,218	11,750,568	10,299,669	558,242				
Umpqua Bank Account	Cash	0.30%	111,235	352,954	359,595	163,081	413,416	463,906	1,392				
			18,947,976	20,375,167	20,267,694	19,482,511	20,855,744	21,485,981	1,094,988				
			5.10%										

Investments Called or Matured in 2024

Name	Type	Interest							Maturity	Invst	Redemption	
		Rate							Date	Rating	Call	Date
FNMA 1-year	Bond	5.40%	-	-	2,000,000	2,000,000	-	-	7/19/2024	Aaa	6-mo	1/19/2024
FHLMC 5-year	Bond	6.25%	-	-	-	2,000,000	-	-	10/26/2028	Aaa	qtrly	1/26/2024
FHLB 3-year doubler***	Bond	5.50%	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	3/28/2025	Aaa	qtrly	3/28/2024
FNMA 1-year	Bond	5.20%	2,000,000	2,000,000	2,000,000	2,000,000	-	-	3/30/2024	Aaa	qtrly	3/30/2024

Outstanding Debt

	Rate	3/31/23	6/30/23	9/30/23	12/31/23	3/31/24	4/30/24	
2015 PABH 2006 refi	2.29%	1,050,169	1,050,169	1,050,169	707,714	707,714	707,714	10 year note, final annual payment 12/01/2025
CERB Washdown	2.00%	673,324	673,324	673,324	673,324	639,678	639,678	20 year, 1st annual payment made Jan 2021
CERB Cofferdam	2.00%	70,530	70,530	-	-	-	-	Project delayed, loan repaid in Aug 2023
CARB Airport Utilities	2.00%	687,480	687,480	687,480	687,480	655,533	655,533	20 year, 1st annual payment made Jan 2022
		2,481,503	2,481,503	2,410,973	2,068,518	2,002,925	2,002,925	

* Cash balances shown do not include funds held as the Harbor Group treasurer or funds reserved for K-Ply monitoring activities.

* Cash and investments do include \$517,500 received from Shell for upcoming environmental cleanup at 220 Tumwater (former longshore parking lot)

** 5-year step up rates by year are 2%, 2.5%, 3%, 4%, 5%

*** 3-year doubler rates by year are 1.375%, 2.75%, 5.5%



**SPECIAL JOINT PORT COMMISSION WORK SESSION
WITH CLALLAM COUNTY BOARD OF COMMISSIONERS**

Monday, April 22, 2024 at 11:00 AM

338 West 1st Street

Via Zoom and In-Person

The Special 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

Colleen McAleer, Commissioner

Steve Burke, Commissioner

Paul Jarkiewicz, Executive Director

Randy Johnson, County Commissioner

Mike French, County Commissioner

Chris Hartman, Dir. of Engineering

Caleb McMahon, Dir of Econ. Development

John Nutter, Dir of Finance & Admin.

Braedi Joutsen, Clerk to the Board

Todd Mielke, County Administrator

Mark Ozias, County Commissioner *absent

I. CALL TO ORDER/PLEDGE OF ALLEGIANCE (0:00-1:13)

Comm. Beauvais called the meeting to order at 11:00 am.

Comm. Beauvais asked for a moment of silence in remembrance of John Brewer, who passed away last weekend.

II. EARLY PUBLIC COMMENT SESSION (total session up to 10 minutes) (1:14-1:41)

None.

III. WORK SESSION TOPICS (1:42-1:55:31)

A. Clallam County EDC Update

- Presentation: Colleen McAleer
- Discussion
- No Action

B. SBDC Update

- Presentation: SharonAnn Hamilton
- Discussion
- No Action

C. NODC Update

- Presentation: Karen Affeld
- Discussion
- No Action

D. CIE Update

- Presentation: Rick Dickinson, Mike Skinner
- Discussion
- No Action

E. Emergency Management Joint Grant Opportunities

- Presentation: Administrator Mielke
- Discussion
- No Action

F. Discussion on Future Joint Meeting Agendas

- Presentation: Paul Jarkiewicz
- Discussion
- No Action

IV. PUBLIC COMMENT SESSION (total session up to 20 minutes) (1:55:32-2:10:08)

Colleen McAleer, Sequim, WA, Executive Director of Clallam County EDC, shared that the Opportunity Fund Board would like to schedule a meeting in late May regarding how the funds will be spent.



Paul Jarkiewicz – Port Angeles, WA – Executive Director - asked if the Joint Commission could comment on the Revenue Advisory Committee.

Todd Mielke—Port Angeles, WA—Clallam County Administrator—shared an update concerning future rural school funding changes. Clallam County should anticipate a hole in funding in 2025, with no clear indication if that will be made up in 2026.

V. ADJOURN (2:10:09-2:10:12)

Comm. Beauvais adjourned the meeting at 2:00 pm.

PORT OF PORT ANGELES
BOARD OF COMMISSIONERS

Connie Beauvais, President

Steven Burke, Secretary



REGULAR COMMISSION MEETING
Tuesday, April 23, 2024, at 9:00 am
338 W. First St, Port Angeles, WA 98363
AGENDA

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Connie Beauvais Commissioner	Chris Hartman, Dir. of Engineering
Colleen McAleer, Commissioner	Scott Hough, Marine Terminal Manager
Steve Burke, Commissioner	Katharine Frazier, Grants & Contracts Mgr.
Paul Jarkiewicz, Executive Director	Braedi Joutsen, Clerk to the Board
John Nutter, Dir. of Finance & Admin.	Caleb McMahon, Dir. of Econ. Development

I. CALL TO ORDER / PLEDGE OF ALLEGIANCE (0:00-0:32)

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

II. EARLY PUBLIC COMMENT SESSION (TOTAL SESSION UP TO 20 MINUTES) (0:33-0:56)

None.

III. APPROVAL OF AGENDA (0:57-1:05)

- Motion to approve the agenda: Comm. McAleer
- 2nd: Comm. Burke
- Vote: 3-0 (Unanimous)

IV. WORK SESSION

No items

V. APPROVAL OF CONSENT AGENDA (1:06-4:41)

- Regular Commission Meeting Minutes – April 9, 2024
- Vouchers in the amount of \$206,133.55
 - Discussion
 - Motion to approve the consent agenda as presented: Comm. Beauvais
 - 2nd: Comm. McAleer
 - Vote: 3-0 (Unanimous)

VI. COMPLETION OF RECORDS (4:42-1:12:32)

- March Financial Report
 - Presentation: John Nutter
 - Discussion
 - No Action
- 1st Quarter Financial Report
 - Presentation: John Nutter
 - Discussion
 - No Action
- 1st Quarter Operations Report
 - Presentation: Caleb McMahon, Paul Jarkiewicz
 - Discussion
 - No Action

VII. PLANNING AND CAPITAL PROJECTS (1:12:33-1:32:17)

- Resolution 24-1294 - Port Infrastructure Development Program Grant
 - Presentation: Katharine Frazier, Scott Hough
 - Discussion
 - Motion to introduce Resolution 24-1294, a Resolution of the Board of Commissioners of the Port of Port Angeles, committing matching funds and



authorizing the Executive Director to apply for a Federal Maritime Administration Grant for operational capacity expansion: Comm. McAleer

- 2nd: Comm. Burke
- Vote: 3-0 (Unanimous)
- Motion to waive second consideration: Comm. Beauvais
- 2nd: Comm. McAleer
- Vote: 3-0 (Unanimous)
- Motion to adopt Resolution 24-1294, a Resolution of the Board of Commissioners of the Port of Port Angeles, committing matching funds and authorizing the Executive Director to apply for a Federal Maritime Administration Grant for operational capacity expansion: Comm. Beauvais
- 2nd: Comm. Burke
- Vote: 3-0 (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 (1:32:18-1:39:41), (1:46:17-1:47:20)

A. Resolution 24-1293 – Abandoned Vessel

- Presentation: John Nutter
- Discussion
- Motion to adopt Resolution 24-1293 directing the sale of an abandoned vessel: Comm. Burke
- 2nd: Comm. Beauvais
- Vote: 3-0 (Unanimous)

B. Teamsters Local No. 589 Collective Bargaining Agreement

- **Tabled until after Executive Session*
- Presentation: John Nutter
- Discussion
- Motion to authorize the Executive Director to sign the 2024-2027 Collective Bargaining Agreement with Teamsters Local No. 589 as outlined in the discussion: Comm. Burke
- 2nd: Comm. McAleer
- Vote: 3-0 (Unanimous)

XIV. ITEMS NOT ON THE AGENDA

XV. COMMISSIONER REPORTS

XVI. PUBLIC COMMENT SESSION (TOTAL SESSION UP TO 20 MINUTES) (1:39:42-1:40:10)

None

XVII. FUTURE AGENDA

XVIII. NEXT MEETINGS (1:40:11-1:40:22)



- A. May 14, 2024 – Regular Commission Meeting
- B. May 28, 2024 – Regular Commission Meeting
- C. June 11, 2024 - Regular Commission Meeting
- D. June 25, 2024 – Regular Commission Meeting

XIX. UPCOMING EVENTS (1:40:23-1:44:01)

- A. Olympic Logging Conference – April 24-26, 2024 – Victoria, BC
- B. WPPA Spring Meeting – May 15-17, 2024 – Stevenson, WA
- C. Maritime Festival – June 8-9, 2024 – Port Angeles, WA
- D. Dept. of Commerce Forestry Trade Mission – June 8-15, 2024 - Finland
- E. WPPA Staff Retreat – July 16-17, 2024 – Port Angeles, WA

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

XX. EXECUTIVE SESSION (1:44:02-1:46:16)

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. Following the executive session, the Commission may take action in public session.
- Discussion: Two (2) items concerning legal or financial risks, discussing such matters in executive session are 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 is appropriate to RCW 42.30.110.(1)(c)
- Recess: 5 minutes
- Start Time: 10:45 am
- Extended: 55 minutes
- End Time: 12:40 pm

Public Session of Commission Meeting Reconvened: 12:40 pm

Commissioner Beauvais noted that as a result of the executive session, the Commission would revisit item XIII B. Teamsters Local No.589 Collective Bargaining Agreement.

XXI. ADJOURN (1:47:21-1:47:26)

Comm. Beauvais adjourned the meeting at 12:43 pm.

PORT OF PORT ANGELES
BOARD OF COMMISSIONERS

Connie Beauvais, President

Steven Burke, Secretary



SPECIAL COMMISSION MEETING
Tuesday, May 7, 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	Caleb McMahon, Dir. of Econ. Development
Steve Burke, Commissioner	Braedi Joutsen, Clerk to the Board
Paul Jarkiewicz, Executive Director	John Nutter, Dir. of Finance & Admin.

I. CALL TO ORDER / PLEDGE OF ALLEGIANCE (0:00-0:31)

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

II. PUBLIC COMMENT SESSION (TOTAL SESSION UP TO 20 MINUTES) (0:32-0:51)

None.

III. EXECUTIVE SESSION (0:52-2:17)

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 30 minutes. Following the executive session, the Commission may take action in public session.

- Discussion: One (1) item concerning legal or financial risks, discussing such matters in executive session are 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 is appropriate to RCW 42.30.110.(1)(b)
- Recess: 4 minutes
- Start Time: 9:05 am
- Extended: 40 minutes
- End Time: 10:15 am

Public Session of Commission Meeting Reconvened: 10:15 am

Commissioner Beauvais noted there was No Action to be taken as a result of the executive session.

IV. NEXT MEETINGS (2:18-2:23)

- A. May 14, 2024 – Regular Commission Meeting
- B. May 28, 2024 – Regular Commission Meeting
- C. June 11, 2024 - Regular Commission Meeting
- D. June 25, 2024 – Regular Commission Meeting

V. ADJOURN (2:24-2:27)

Comm. Beauvais adjourned the meeting at 10:15 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 April 18, 2024 – May 8, 2024

Accounts Payable

	Begin Check #	End Check #		
For General Expenses and Construction				
Accts Payable Checks (computer)	418139	418227	\$	280,269.06
VOIDED/ZERO PAYABLE CHECKS	418163	418180	\$	-
Accts Payable ACH	002690	002713	\$	159,380.59
Accts Payable ACH	002784	002820	\$	86,917.02
VOIDED/ZERO PAYABLE ACH				
Wire Transfer – Excise Tax			\$	-
Wire Transfer - Leasehold Tax			\$	162,034.55
Total General Expenses and Construction			\$	688,601.22
Payroll				
Employee Payroll – Draws (Direct Deposit)			\$	-
Voided Payroll Check			\$	-
Employee Payroll Checks PPD (Direct Dep)	002714	002783	\$	193,358.74
Wire Transfer – (Payroll Taxes, Retirement, Deferred Comp, L&I, OASI, PMFL)			\$	134,241.15
Total Payroll			\$	327,599.89
Total General Exp & Payroll			\$	1,016,201.11

Date: May 14, 2024

Port Representative

Port Representative

Commissioner, Steven D. Burke

Commissioner, Connie Beauvais

Commissioner, Colleen McAleer

MONTHLY REPORT TO THE BOARD OF PORT COMMISSIONERS

April 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*)**

April 2024

TENANT NAME	DOCUMENT	LOCATION	FORM OF SURETY	SQ FEET	TERM	MONTHLY RENT
National Response Corp.	Berthage	Terminal 7	\$62,662.49	248 LF	1 year 4.15.2024 - 4-14.2025	\$4,627.68
North Olympic Healthcare Network	Lease Renewal	300 Blk First St Parking Lot	\$1,628.00	7,400 SF	1 year 6.01.2024- 5.31.2025	\$917.60

* 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.

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

May 14, 2024

SUBJECT: Interlocal Agreement – John Wayne Marina Float Construction

STAFF LEAD: Jesse Waknitz, Environmental Manager

RCW & POLICY REQUIREMENTS:

Interlocal Cooperation Act of 1967, RCW 39.34

BACKGROUND:

- The Port's 2024 Capital Budget allocates funds to replace the 39-year-old, 174-foot John Wayne Marina boat launch floats in the 4th quarter of 2024.
- To potentially reduce costs and gain experience for future projects, the Port of Friday Harbor was contacted to explore fabricating the replacement floats through an interlocal agreement under RCW 39.34.030. The Port of Friday Harbor manufactures its marina floats for their marinas, aiming for cost-effectiveness and ease of maintenance.

ANALYSIS:

- **Benefits of purchasing from Friday Harbor:**
 - **Construction type:** Friday Harbor's timber framing and HDPE pipe floats are easily maintained by our Port Facility Maintenance Team.
 - **Evaluation for self-performance:** This purchase allows staff to assess float performance and feasibility of in-house float fabrication for future projects at John Wayne Marina and Port Angeles Boat Haven.

ENVIRONMENTAL IMPACT:

Local, state, and federal in-water permits will be in place before the floats are replaced in the fourth Quarter of 2024.

FISCAL IMPACT:

The project budget is \$343,000, 75% (\$257,250) of which will be funded by a WA State Recreation and Conservation Office Boating Facilities Program grant, and the Port will provide 25% (\$85,750).

Project Estimate

ITEM	DESCRIPTION	SUBTOTAL
1	Demo Existing & Install New Floats (Port Labor)	\$18,000
2	Purchase and Ship New Floats (Port of Friday Harbor Fabrication)	\$220,000
3	Mitigation (Purchase Habitat Credits from Puget Sound Partnership)	\$24,000
4	Construction Contingency	\$81,000
TOTAL		\$343,000

RECOMMENDED ACTION:

The Team recommends that the Commission authorize the Executive Director to execute the Interlocal Agreement for The Fabrication of Dock Sections with the Port of Friday Harbor for a maximum price of One Hundred Eighty-one Thousand One Hundred Fifteen Dollars and Zero Cents **(\$181,115)** (excluding applicable WA sales tax) and to make minor amendments to the contract as may be required.

ATTACHMENTS: Interlocal Agreement for The Fabrication of Dock Sections

INTERLOCAL AGREEMENT FOR FABRICATION OF DOCK SECTIONS

This **INTERLOCAL AGREEMENT FOR FABRICATION OF DOCK SECTIONS** (the "Agreement") is made pursuant to RCW 39.34 et seq. between the **PORT OF FRIDAY HARBOR**, a Washington municipal corporation ("Friday Harbor"), and the **PORT OF PORT ANGELES**, a Washington municipal corporation ("Port") (collectively, the "Parties").

WHEREAS, Friday Harbor has the capacity, knowledge, and ability to fabricate dock sections for public agencies in the State of Washington; and

WHEREAS, the Port desires, from time to time, to purchase dock sections fabricated by Friday Harbor.

NOW, THEREFORE, in consideration of the mutual obligations and benefits herein, the Parties agree as follows:

1. **Request for Dock Sections Construction.** At such a time as the Port desires to purchase dock sections ("Goods") from Friday Harbor, the Port shall submit to Friday Harbor a written request identifying the Goods needed, including dimensions, materials, number of dock sections, and any timeframe requirements. Friday Harbor will provide a price and an estimated time for completion of the manufacturing to the Port. If the Parties wish to proceed, the Parties shall execute a Request for Dock Construction in the form substantially as attached hereto as **Exhibit A**. Each Request for Dock Construction shall be sequentially numbered.

1.1 Price. The price set forth on the Request for Dock Construction includes all costs for engineering, fabrication, and shipping of the Goods to the "Ship To" location identified in the Request for Dock Construction.

1.2 Risk of Loss. The Goods shall be shipped F.O.B. Friday Harbor.

1.3 Terms. The Parties' signatures on a fully completed Request for Dock Construction shall constitute the Parties' acceptance of the Request for Dock Construction under the terms and conditions set forth herein.

1.4 Payment. Subject to the terms and conditions herein, payment for conforming Goods timely delivered to the Port shall be issued within thirty (30) days of delivery of all goods at the destination or receipt of Friday Harbor's invoice, whichever is later.

1.5 Condition of Goods. Friday Harbor will be responsible for the risk of loss and/or damage until the Goods arrive at their destination, at which time the risk of loss and/or damage transfers to the Port. Friday Harbor will replace any Goods or portions thereof which are damaged upon their arrival at the Port's "Ship To" address.

1.6 Taxes. The sales price shall be all-inclusive and shall include any applicable sales, excise, or similar taxes, tariffs, and duty.

1.7 Completion Date. Friday Harbor will make reasonable efforts to meet the estimated delivery date, but a delivery date cannot be guaranteed.

1.8 **Force Majeure.** The Parties shall not be liable for any failure to perform, including failure to take delivery of the Goods, caused by circumstances beyond their control which make such performance commercially impractical including, but not limited to, acts of God, fire, flood, acts of war, government action, accident, labor difficulties, or shortage. In the event a Party is so excused, either party may terminate that particular Request for Dock Construction.

1.9 **Disclaimer of Warranties.** **EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTE, OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED OR STATUTORY WARRANTIES INCLUDING WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE.**

2. **Administration.** This Agreement shall be administered by the Executive Directors of the Parties.

3. **No Duty to Accept Orders.** Supplier is under no obligation to accept any request for construction of Goods.

4. **Independent Governments – No Liability.** Each Party is and shall remain an independent government. This Agreement does not create a partnership or other similar arrangement. The Parties shall not be liable for the acts or omissions of the other Parties or their respective public officials, employees, or agents.

5. **Term of Agreement.** Except as may be otherwise stated herein, the term of this Agreement shall commence upon execution by both of the Parties. As a condition of the effectiveness of this Agreement, a copy of the Agreement shall either be recorded with the Auditor of the counties where Friday Harbor and the Port are located or a copy shall be posted on both Parties' websites. Unless terminated sooner, this Agreement shall expire on December 31, 2025. The Parties may extend this Agreement for successive two (2)-year terms by executing a written addendum.

5.1 Either Party may terminate this Agreement prior to its expiration date by providing not less than thirty (30) days' written notice to the other Party. If notice of termination is provided subsequent to a mutually executed Request for Dock Construction but before delivery of the materials specified by such Request for Dock Construction, the termination date shall be extended until after the Parties' obligations have been fulfilled under such Request for Dock Construction.

6. **Amendment.** No modification or amendment of this Agreement may be made except by a written document signed by all of the Parties.

7. **Counterparts and Electronic Transmission.** This Agreement may be signed in counterparts. Electronic transmission of any signed original document and retransmission of any signed electronic transmission shall be the same as delivery of an original document.

8. **Governing Law.** This Agreement and the rights of the Parties hereto shall be governed by and construed in accordance with the laws of the State of Washington.

9. **No Third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement.

10. **Assignment.** The Parties may not assign this Agreement, a Request for Dock Construction, or any of its rights or obligations under this Agreement without the prior written consent of both Parties. Any assignment or transfer without such written consent shall be null and void.

11. **Severability and Survival.** 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 Interlocal shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. All express representations, waivers, warranties, and limitations of liability included in this Agreement will survive its completion or termination for any reason, subject to applicable states of limitation or repose.

12. **Interpretation.** Each Party has participated in drafting this Agreement. Any language therein shall not be construed against any Party on the basis of which Party drafted the particular language.

13. **Entire Agreement.** This Agreement and any subsequently executed Request for Dock Construction contains all of the understandings between the Parties. Each Party represents that no promises, representations, or commitments have been made by others as a basis for this Agreement which have not been reduced to writing herein. No oral promises or representations shall be binding upon any Party, whether made in the past or to be made in the future, unless such promises or representations are reduced to writing in the form of a written modification to this Agreement, or a Request for Dock Construction, executed by the Parties.

PORT OF FRIDAY HARBOR

By: _____
Its: _____
Dated: _____

PORT OF PORT ANGELES

By: _____
Its: _____
Dated: _____

EXHIBIT A **REQUEST FOR DOCK CONSTRUCTION**

SUPPLIER: Port of Friday Harbor

BUYER: Port of Port Angeles

ADDRESS: PO Box 889
Friday Harbor, WA 98250

SHIP TO: FOB Friday Harbor

PHONE NUMBER: (360) 378-2688

PHONE NUMBER: (360) 417-3452

CONTACT: Todd Nicholson

CONTACT: Jesse Waknitz

ORDER DATE	ANTICIPATED DELIVERY DATE	HOW SHIP		
	ITEM + SPECIFICATIONS	QTY	UNIT PRICE	AMOUNT
1	Eight custom designed floats, see attached sketches	1	Lump sum	181,115
2				
3				
4				
5				
6				
Subtotal				181,115
Shipping to be arranged by Port of Port Angeles, Port of Friday Harbor can assist with coordination				
Sales Tax				15,213.66
TOTAL				196,328.66
<p>This Request for Dock Construction, and any amendments (collectively referred to as the "Request for Dock Construction"), shall be subject to the Interlocal Agreement for Fabrication of Dock Sections, of which this Request for Dock Construction is a part. The terms and conditions of the Interlocal Agreement for Fabrication of Dock Sections shall apply to any and all sales between Supplier and Buyer and shall not be waived, modified or amended without the express written consent of the Buyer and Supplier.</p>				
Supplier: Port of Friday Harbor				
X _____ Date: _____				
Buyer: Port of Port Angeles				
X _____ Date: _____				

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

May 14, 2024

**SUBJECT: Estuary & Salmon Recovery Program Grant – Tumwater Creek
Bank Stabilization Project**

STAFF LEAD: Katharine Frazier – Grants & Contracts Manager

PURPOSE:

Staff have prepared an update on the Tumwater Creek bank stabilization project for discussion with the Board. The update concerns potential funding for planning activities in 2025.

BACKGROUND:

Since 2022, Port staff have been aware of the need to stabilize the banks of Tumwater Creek on Port property (north of Marine Drive to Port Angeles Harbor). The vertical concrete panels intended to stabilize the bank are falling into the creek, requiring the Facilities Maintenance team to remove fallen concrete panels. A longer-term solution is needed to protect the creek's sensitive habitat and surrounding infrastructure.

Future work at Tumwater Creek must be sensitive to the wildlife that relies on it for spawning and rearing habitat. The creek supports several species of concern, including Coho, Chum Salmon, and Puget Sound Steelhead. The following concept was developed in early 2023 to illustrate one potential way of restoring the banks while improving fish habitat.

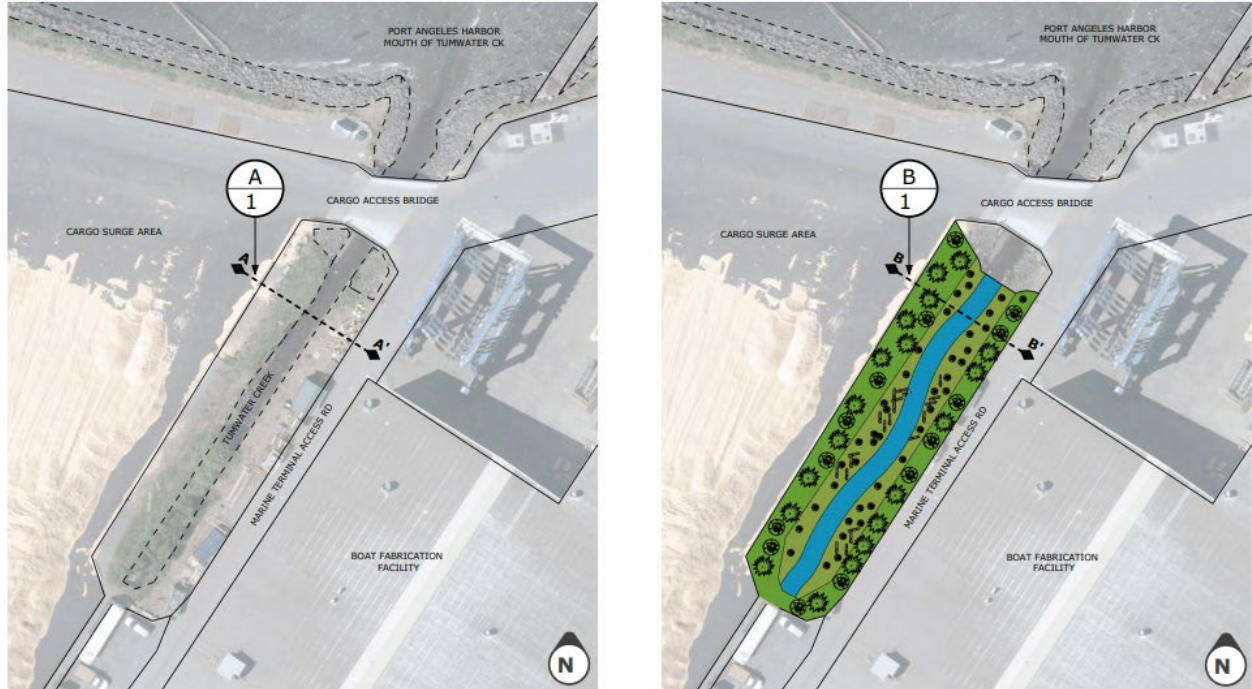


Figure 1: Sketch of current conditions (left) and a possible riparian buffer zone (right) from January 2023

Through the Port's relationship with the Lower Elwha Klallam Tribe's habitat biologists, staff became aware of a funding opportunity to stabilize the creek bank and improve the habitat for these important species simultaneously while protecting the Port's adjacent infrastructure from further erosion and soil instability. The Estuary and Salmon Recovery Program (ESRP) is run by the Recreation and Conservation Office (RCO) and offers funding for planning and construction activities relating to habitat and ecosystem restoration.

ANALYSIS:

In April 2024, the Port was invited to apply to ESRP. The Port Team is scoping a planning application that includes an alternatives analysis and site-based map to better understand what types of restoration options would benefit habitat and protect nearby Port infrastructure. The Port anticipates using this information to select a preferred restoration scenario and pursue subsequent opportunities for design, engineering, and implementation funds.

The benefits of using ESRP funds to pursue Tumwater Creek bank stabilization can include:

- (1) An opportunity to continue developing a collaborative relationship with the Lower Elwha Klallam Tribe habitat biology team.
- (2) Access to subsequent phases of ESRP funding for design, engineering, and implementation funds via the grant's "portfolio program."

- (3) Reduced environmental risks and related project delays compared to a project focused solely on protecting infrastructure.
- (4) This is a longer-lasting, more sustainable solution for stabilizing Tumwater Creek's banks, requiring less upkeep than traditional methods like concrete retaining walls or sheet piles.

FISCAL IMPACT:

The Port's Capital Improvement Plan in 2025 sets aside \$90,000 for the Tumwater Creek bank stabilization project. The ESRP grant requires a 30% local match. The Port anticipates using some 2025 funds to fulfill this grant requirement. If awarded, funds would be made available in July 2025.

The Port Team is collaborating with Natural Systems Design, a local engineering firm, to develop a cost estimate for planning activities. By Tuesday, 5/21/2024, we will have a finalized budget, including the split between state and local funds.

Given the project scope only includes planning, we do not anticipate needing all \$90,000 for the 30% ESRP match. In addition, staff time needed to manage the grant and grant-funded activities may be included as part of the Port's match.

NEXT STEPS:

Port staff will continue to work with Natural System Design to develop the scope and budget for planning activities. The Port will apply before the end of the day on 5/22/2024.

RECOMMENDED ACTION:

The Commission is not required to take any action. This report is intended to facilitate a discussion with the Board and answer any questions about the project or funding source.

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

May 14, 2024

SUBJECT: Terminal 1 & Terminal 3 Repairs Project Advertisement for Bid

STAFF LEAD: Chris Hartman, Director of Engineering

RCW & POLICY REQUIREMENTS:

Public works is defined within RCW 39.04.010 as all work, construction, alteration, repair, or improvement other than ordinary maintenance, executed at the cost of the state or of any municipality, or which is by law a lien or charge on any property therein. Public works projects must be advertised at least once in a newspaper of general circulation.

BACKGROUND:

The Terminal 1 and Terminal 3 Repairs project aligns with the Port's Strategic Plan Goal 2, "Assure Sound Financial and Economic Return on Port Assets," and Initiative 3, under Goal 2, which states, "Preserve and create asset value through strategic investment."

The scoping of the repairs to Terminal 1 and Terminal 3 began in 2022 following a condition assessment of the Terminals, a financial analysis of the terminal, and a review of multiple repair alternatives to determine the scope of work. The alternatives ranged from repairs to the entire Terminal 1 footprint to ensure that the terminal maintains the same load capacity as the original design down to a more modest repair project that focused on making only the required repairs to allow for vehicle access across most of the Terminal and support future lay berth activity only. The estimated cost of the alternatives ranged from \$7.2M to \$2.3M.

The Commission selected a middle-ground alternative that made the necessary repairs to allow crane access along the north berth of Terminal 1 to support topside repair activity and make needed fendering repairs for lay berth vessels. A few damaged piles are also being replaced at the wooden portion of Terminal 3. These repairs made sense to complete simultaneously to take advantage of the efficiencies of completing the same type of work concurrently under one contract.

The Port Commission selected this alternative for terminal repairs because it presented the strongest financial return on the Port's investment. Maintaining Terminal 1's ability to support topside repair activity on the north berth and lay berth throughout the rest of the Terminal is estimated to generate an annual net positive revenue of \$800,000. With the completion of this project, it is estimated that the Port will generate \$5 Million in net

revenue (\$8M net op rev - \$3M project expense) at Terminal 1 over the next ten years, which is the length of time estimated before another major maintenance project will be needed.

ANALYSIS:

WSP is the engineering consultant who has completed the facility condition assessment, design of repairs, and preparation of the bid documents. WSP was selected by the Port as the most qualified consultant in 2021 following a solicitation of a Request for Qualifications.

WSP first completed the Terminal condition assessment, which included an underwater dive survey. Following the survey, WSP recommended derating the structural capacity of numerous distinct areas throughout the facility, mostly due to deteriorating piles. The original piles under Terminal 1 are approaching one hundred (100) years old.

Following the condition assessment results, the Port and WSP contracted for project design. The project is designed, permitted, and ready to be advertised for bids. The advertisement for bids will appear in the Peninsula Daily News and the Seattle Daily Journal of Commerce beginning on May 17, with the bid closing on June 18 at 11:00 a.m. The construction schedule is estimated to run from October 1, 2024, to January 31, 2025.

ENVIRONMENTAL IMPACT:

The project has received permit approval through a United States Army Corp of Engineers Programmatic Maintenance Permit. This will be the last maintenance project accomplished under this permit, which expires in April 2025. The project has also received Hydraulic Project Approval from the Washington State Department of Fish and Wildlife and a Shoreline Substantial Development Permit Exemption from the City of Port Angeles.

FISCAL IMPACT:

The estimated total project expense is \$3 million, which is included in the Port's Capital Budget as a \$2 million expenditure in 2024 and \$1 million in 2025.

RECOMMENDED ACTION:

There is no required action by the Commission. This report is intended to provide a project update and facilitate a discussion with the Board to answer any questions. The next Commission action should occur at the June 25th Commission Meeting to award the contract.

ATTACHMENT: Draft Advertisement for Bids

The PORT OF PORT OF ANGELES is currently accepting electronic sealed bids for construction of the following:

**Terminal 1 and Terminal 3 Repair Project
Contract No. 11-0-T1-C7**

Engineers Estimate: Base Bid = \$2,500,000 - \$3,000,000 (including wsst)

The Terminal 1 and Terminal 3 Repair Project consists of performing structural repairs to Terminal 1 and Terminal 3. The work includes installation of steel piles, replacement of timber framing, repair of damaged cleat framing, repair of a steel guardrail, and replacement of a pile jacket system. This project is considered public works and is subject to the prevailing wage requirements of the State of Washington.

Disadvantaged, Minority, and Women's Business Enterprises are encouraged to respond. The Port of Port Angeles does not discriminate on the grounds of race, color, religion, national origin, sex, age, or handicap in consideration for a project award. The Port of Port Angeles reserves the right to reject any and all bids, waive technicalities or irregularities and to accept any bid if such action is believed to be in the best interest of the Port.

A pre-bid meeting will occur on **May 29, 2024** at **10:00 am**. Potential bidders are strongly encouraged to attend. The conference will convene at the Port's Administration Office before traveling to the project site at 202 N. Cedar Street. Chris Hartman is the Project Manager for this project, telephone number (360) 457-8527.

Complete digital bidding documents are available at www.QuestCDN.com. Reference Quest Number **9094198**. Bidders must register with QuestCDN and pay \$22.00 fee to download the documents.

Bids must be submitted electronically via QuestCDN.com via their electronic VirtuBid online bid service by **11:00 a.m. on Tuesday, June 18, 2024**. Hard copy paper bids will **not** be accepted. Bidders will be charged \$42.00 after the bid closes for a successful bid submission. Bidders and the public are invited to participate in the bid opening via a zoom webinar that will begin 30 minutes after the bid closing time. Webinar details will be provided at a later date.

Future Agenda Items –Commission Meeting

5/14/2024

May 28, 2024 (Regular Commission Meeting)

- April Financial Report
- IFC – Olympic Peninsula Seafood

June 11, 2024 (Regular Commission Meeting)

- Monthly DofA
- Month to Month Lease Update

June 25, 2024 (Regular Commission Meeting)

- May Financial Report
- Report on Maritime Festival

July 9, 2024 (Regular Commission Meeting)

- June Financial Report

July 23, 2024 (Regular Commission Meeting)

- 2nd Quarter Financial Report
- 2nd Quarter Cash & Investment Report
- 2nd Quarter Operations Report

Upcoming Events/Announcements

- May 15-17: WPPA Spring Meeting
- June 8-9: Maritime Festival
- Dept. of Commerce Forestry Trade Mission – June 8-15 (Finland)
- June 26-28 WPPA Finance & Admin Seminar (Vancouver)
- July 16-17 WPPA Staff Retreat (Port Angeles)

Future

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